University of Mary Washington
Procurement Services

Standard Contract

UCPUMW 25-1828
Campus Store Operations

This contract, between BJJ Corporation dba Textbook Brokers, 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 13, 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 and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

   Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

   A. Effective July 1, 2014, the Vendor Transaction Fees are:
      1. DSBSD-certified Small Businesses: 1%, capped at $500 per order.
      2. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

   The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.

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. Receipt of such payment shall not preclude the University from pursuing any other right or remedy available under law. 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 notice, per Notices Section of Terms and Conditions, by June 1 of any Contract Year for termination to be effective June 30th of the following year.

   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 licenses and permits required by applicable law or the Contract.
   5. Fails to pay any 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 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. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
6. 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
7. 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.

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 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.

9. CONTINUITY OF SERVICES:

A. 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.

B. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work

10. 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)

11. <u>CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS:</u> 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:
    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

12. **CONTROLLING VERSION:** 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.

13. **COOPERATIVE HOLDOVER CLAUSE:** 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.

14. **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. The Contractor will notify the University in writing of any such entities accessing the contract. 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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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:

21. **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.

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

23. **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.

24. **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.

25. **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.

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

27. **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.

28. **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.

29. **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

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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).

36. **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.

37. **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.

38. **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.

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

40. **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.

41. **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:	If to the Contractor:
University of Mary Washington	BJJ Corporation dba Textbook Brokers
Attn: Procurement Services	Attn: Nick Sherrod
1301 College Avenue	1639 Medical Center Pkwy #400
Fredericksburg, VA 22401	Murfreesboro, TN 37129

42. **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).

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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. **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.

51. **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.

52. **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. 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. Contractor agrees that it shall not seek any reimbursement from the University of taxes imposed upon it under applicable law Sales to the University are normally exempt from state sales tax. 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) the Contractor does not collect sales tax at the request of the University and (2) any state taxing authority determines that the purchase by the University was not exempt from sales tax under applicable law.

53. **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.

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

55. **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/)

56. **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.

57. **WORK SITE USE:** 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. 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

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 3.13.25*

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.

BJJ CORPORATION DBA TEXTBOOK BROKERS		**UNIVERSITY OF MARY WASHINGTON**	
Signature:	Nick Sherrod	Signature:	Melva A. H. Kishpaugh Digitally signed by Melva A. H. Kishpaugh Date: 2026.03.05 17:31:54 -05'00'
Printed Name:	Nick Sherrod	Printed Name:	Melva A. H. Kishpaugh
Title:	Regional Director	Title:	Director, Procurement Services
Date:	3/4/26	Date:	March 5, 2026
Phone:	615-943-9433		
Email:	nsherrod@textbookbrokers.com		

Exhibit A

University of Mary Washington

Request for Proposal

RFP 25-1828

Campus Store Operations

February 7, 2025

VIRGINIA ASSOCIATION OF STATE COLLEGE & UNIVERSITY PURCHASING PROFESSIONALS
VASCUPP

https://vascupp.org/

VHEPC
VIRGINIA HIGHER EDUCATION PROCUREMENT CONSORTIUM

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.

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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

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.

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.

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

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.

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. <u>Graduation Regalia:</u>

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. <u>Marketing, Advertising and Promotions:</u>

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

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. **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.

30. **EXTRA CHARGES PROHIBITED:** 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. **FAIR EMPLOYMENT CONTRACTING ACT:** 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. **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.

33. **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:

34. **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.

35. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** 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.

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)

SAMPLE

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:	_____		

SAMPLE

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.

SAMPLE

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]

SAMPLE

ACCEPTANCE

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

Agreement #:[Contract-Number]-PAC

SAMPLE

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.

SAMPLE

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:**

SAMPLE

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.

SAMPLE

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.

SAMPLE

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.

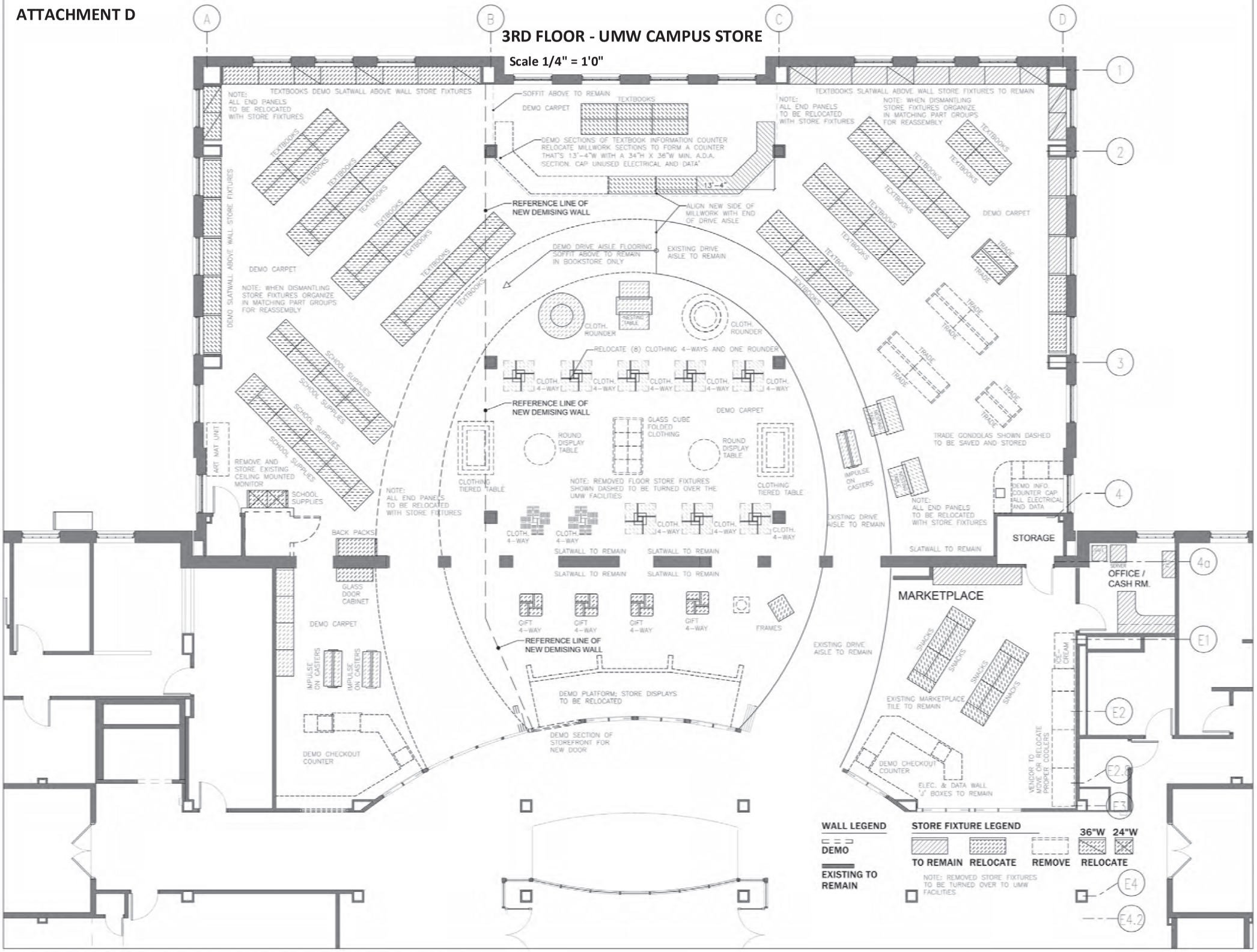
CONTRACTOR		**UNIVERSITY OF MARY WASHINGTON**	
SIGNATURE:	_____	SIGNATURE:	_____
PRINTED NAME:	_____	PRINTED NAME:	_____
TITLE:	_____	TITLE:	_____
DATE:	_____	DATE:	_____

SAMPLE

ATTACHMENT D

3RD FLOOR - UMW CAMPUS STORE

Scale 1/4" = 1'0"



ATTACHMENT E

one 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)

ATTACHMENT F

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

Exhibit B

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

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.

- 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.

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.

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    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.

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    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.

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    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: _____

Exhibit C

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.

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   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: _____

Exhibit D

AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT

This Agreement executed this 17th day of February, 2026 by and between the University of Mary Washington ("the University") and BJJ Corporation dba Textbook Brokers ("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 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:

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:

BJJ Corporation dba Textbook Brokers
Nick Sherrod, Regional Sales Director

nsherrod@textbookbrokers.com
615-943-9433
1639 Medical Center Pkwy #400
Murfreesboro, TN 37130

ACCEPTANCE

University of Mary Washington

Melva A. H. Kishpaugh
Digitally signed by Melva A. H. Kishpaugh
Date: 2026.03.09 10:29:11 -04'00'

Melva Kishpaugh
Director of Procurement Services

3/9/2026
Date

BJJ Corporation dba Textbook Brokers

Nick Sherrod

Nick Sherrod
Regional Sales Director

3/4/26
Date

Agreement #: UCPUMW 25-1828

Exhibit E

MARCH 13TH, 2025
REQUEST FOR PROPOSAL
RFP NO. 25-1828

University of Mary Washington Campus Store Operations

PREPARED FOR

University of Mary Washington

PREPARED BY

Textbook Brokers

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).

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

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.

- 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.

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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: Textbook Brokers

NAME OF OFFEROR REPRESENTATIVE: Nick Sherrod

OFFEROR SIGNATURE: Nick Sherrod

DATE: 3/7/25

University of Mary Washington
Procurement Services

ADDENDUM
March 6, 2025

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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: Textbook Brokers

NAME OF OFFEROR REPRESENTATIVE: Nick Sherrod

OFFEROR SIGNATURE: Nick Sherrod

DATE: 3/7/25

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01

Overview

Request for Proposal

a. State the Firm's legal entity name and headquarters address.

BJJ Corporation DBA Textbook Brokers
1321 Greenland Drive
Murfreesboro, TN 37130
615-943-9433

b. Provide Firm's W9 or at minimum tax identification number (TIN)

See W9 form on the following page.

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.

Nick Sherrod, Regional Sales Director
Textbook Brokers
1321 Greenland Drive
Murfreesboro, TN 37130
615-943-9433
nsherrod@textbookbrokers.com

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

BJJ Corporation

2 Business name/disregarded entity name, if different from above.

Textbook Brokers

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1321 Greenland Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Murfreesboro, TN 37130

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

7	2	–	1	5	4	7	8	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Nick Sherrod **Date** 4/24/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

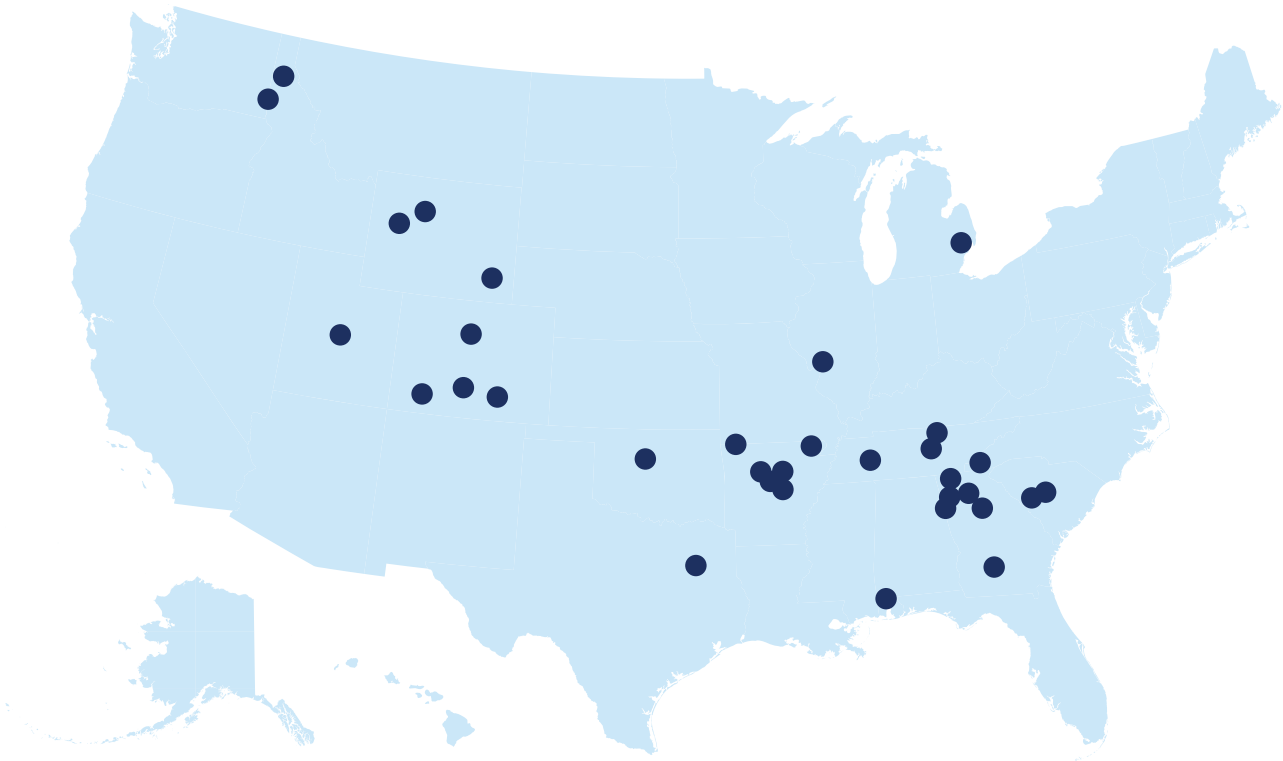
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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.

Founded in 1997, we built a thriving bookstore business thanks to our market-competitive pricing and student-centric service. Over several decades in the industry, we've used those principles, serving as the official bookstore for more than 30 educational institutions and serving a diverse range of clients, including private universities, public universities, community colleges, and technical colleges. These clients are spread across various states, indicating a broad national reach.

We take enormous pride in the fact that no two offerings are the same: each is customized to the needs of the campus community, and all are everchanging to adapt to the challenges and opportunities each school faces. In 2007, the founders of Textbook Brokers created Textbook Technology to support the growth of their bookstores and serve enterprising collegiate retailers with technology built to drive student and operational success. Textbook Technology's managed IT services are now used at over 60 campuses nationwide. Textbook Brokers manages dozens of stores across the country and continues to grow each year.



NATIONAL SUPPORT

The operational infrastructure of Textbook Brokers includes three strategically located nationwide operations hubs to optimize service delivery and facilitate retail innovation. These hubs support Textbook Brokers' logistical needs and enhance our capability to provide tailored services to each educational institution's unique needs. Textbook Brokers' coast-to-coast network of geographic hubs maintains and supports national-level efforts while delivering custom solutions for partners in each market. Hub support teams share visibility of national operations, empowering sustainability and operational excellence. Through a coordinated effort, they are responsible for the success of each store. The locations of these hubs are:

- Eastern Hub: 1321 Greenland Drive, Murfreesboro, TN 37130
- Central Hub: 255 Farris Road, Conway, AR 72034
- Midwestern Hub: 2106 East Johnson Ave, Jonesboro, AR 72401

Textbook Brokers founders, Jimmy Batcheller (CEO/Founder) and Robert Batcheller (President/Partner), along with Bobby Lorimer (Vice President of Strategic Operations) are each involved in strategic partnerships, setting baseline standards and goals and promoting innovation from hub to hub. Each geographic hub houses a corporate support team to serve the specific operational needs of each market while combining resources to support commitments on a national level.

The Eastern Hub has been designated as the regional hub tasked with overseeing the fulfillment of UMW's contractual obligations.

It operates with the other regional corporate hubs, which provide additional support and facilitate company-wide consultation. Our dedicated and skilled management team boasts extensive experience in the field. With this expertise, they will create a solution that caters to the specific requirements of UMW's students, faculty, and admin. We will provide a level of service beyond what larger operators can offer by personally overseeing UMW operations, with our eastern hub located in Murfreesboro, TN—allowing our regional corporate support team to be deployed at a moment's notice. Our hands-on approach guarantees that the bookstore functions seamlessly and efficiently. In addition to our skilled team, Textbook Brokers' President and Partner, Robert Batcheller, will be involved in meetings and provide boots-on-the-ground support. He will also provide the necessary capital, resources, support, and collaboration

required to tailor a custom solution for UMW. The hands-on involvement from our leadership further guarantees a high level of support.

We are also proud to team with University Gear Shop (UGS), a dynamic, modern, and on-trend merchandise fulfillment partner. They serve colleges and universities that want personal service and a boutique feel yet have the corporate power and energy to make a bold statement and drive collegiate branding. UGS will provide products that serve the mission and values of UMW, including products for clubs, student groups, faculty groups, and academic departments. We have enjoyed successful collaborations with UGS and know that their commitment to quality, responsiveness, and alignment with institutional branding will provide UMW with a diverse and engaging selection of merchandise. Their ability to source unique, mission-driven products ensures that every campus group—whether student organizations, faculty associations, or academic departments—has access to customized, high-quality apparel and gear that reflect their identity and purpose.

UGS
UNIVERSITY
GEAR SHOP

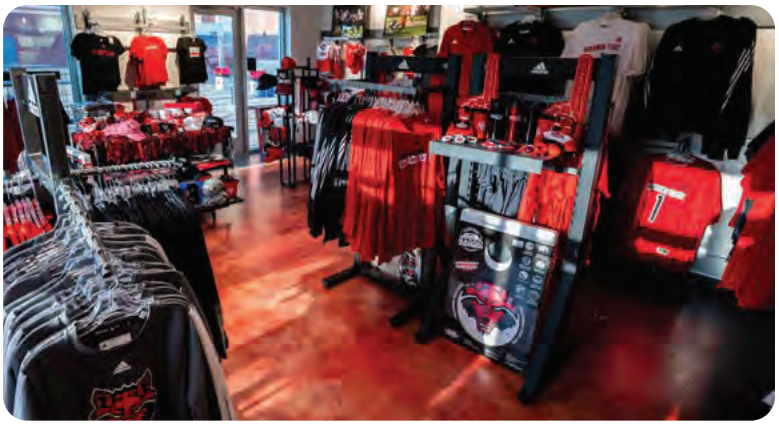
03

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.

REIMAGINING THE BOOKSTORE EXPERIENCE

Unlike traditional bookstore providers, we understand the need to adapt quickly to these changes. As UMW's Bookstore, we will be ready to meet these new demands head-on. Textbook Brokers offers a range of solutions, backed by our expertise and tools, that will help maintain and expand UMW Bookstore's market share. With our StudentFIRST Pricing approach and commitment to improving service levels through concierge accommodations, we will exceed customer expectations. Our record speaks for itself. We consistently witness a significant portion of students, ranging from 70% to 85%, choosing to rent or purchase their course materials from our campus bookstores. This means that students and their families can typically save up to 50% compared to what our traditional competitors advertise. These substantial savings translate into tangible growth for the institutions we serve.



TECH STACK

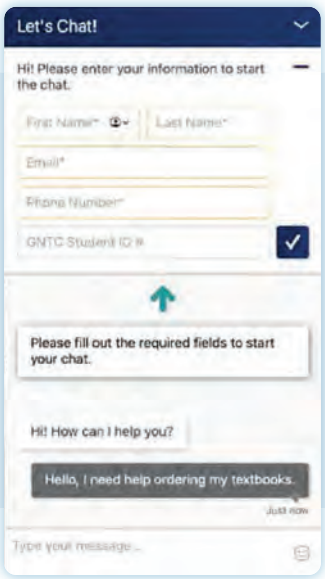
Textbook Brokers has a Tech Stack comprised of exclusive technology designed to enhance market share and drive sales growth. One of our proprietary tools is StudentFIRST Pricing, which allows us to adjust pricing dynamically throughout the semester rather than annually. This flexibility enables us to quickly adapt to changes in content delivery and the evolving bookstore industry. We stay ahead of the curve to offer each institution innovative solutions that align with the latest trends and advancements, such as Equitable Access.

STRATEGIC PARTNERSHIPS

Textbook Brokers has established a strategic partnership with Best Buy to integrate its extensive inventory of over 170,000 items into the online platforms of each campus bookstore. We will continue working with Best Best Buy to pilot new initiatives to expand campus services. For example, we are working to establish a Geek Squad Tech Support and device repair drop-off center within our partnered institutions' stores, improving customer convenience and technical assistance.

INNOVATION INCUBATOR

Our collaborative innovation incubator empowers employees to contribute ideas and insights to improve operations, marketing, and technology. We ensure that Textbook Brokers' partner institutions consistently benefit from the most advanced technology and efficient operational practices in their campus bookstores throughout the year. When COVID-19 became a reality, Textbook Brokers' innovation incubator brainstormed and deployed live chat as a realistic concept to roll out in less than a month.



TEXTBOOK TECHNOLOGY

Textbook Brokers' founders created Textbook Technology LLC to serve enterprising collegiate retailers. The company is now used at over 60+ campuses coast-to-coast. Textbook Technology's Director of IT, Ed Louton, works directly with Robert Batcheller, Jimmy Batcheller, and Bobby Lori mer to maintain Textbook Brokers' Built for Change strategy. Textbook Technology's managed IT services program provides each institution with flexible integrations to make the transition process effortless while providing proactive support to eliminate operation downtimes in-store and online.

Textbook Brokers has transformed its business model to cater to customers more effectively, offering competitive prices and outstanding customer service. Our evolution has resulted in a flexible range of options, including traditional full-service bookstores, hybrid models, and online-only bookstores. Each institution can fully control its brands with Textbook Brokers, from merchandise selection to service delivery. Institutions can adapt and grow alongside the changing market, whether in response to a pandemic or physical infrastructure changes. Throughout each contract, Textbook Brokers remains committed to providing flexible solutions that meet the evolving needs of each institution. Textbook Brokers operates the following:

- Full-service on-campus college bookstores
- Full-service off-campus bookstores
- Online-only bookstores
- Hybrid bookstores
- Pop-up stores
- Stadium stores
- International stores

Notably, we've maintained contracts with every school we've served, delivering ongoing tailored solutions from the start of each partnership. In the last few years, Textbook Brokers has partnered with several large universities, like Oklahoma University, Augusta University, Arkansas State University, and the University of Central Arkansas, as well as community colleges, including Northwest Arkansas Community College, Snow College, and Laramie County Community College. Across all these institutions, we've consistently delivered custom solutions to elevate service quality, offer competitive pricing, and foster a mutually beneficial relationship for everyone involved.

6	14	13
PRIVATE UNIVERSITIES	PUBLIC UNIVERSITIES	COMMUNITY & TECHNICAL COLLEGES

The following case studies provide examples of Textbook Brokers' flexibility and dedication to meeting client needs:

CASE STUDY

Cumberland University

Cumberland partnered with Textbook Brokers to provide a flexible model that improved the affordability for students:

SUMMER 2015
Transitioned the institutionally managed full-service bookstore into a virtual bookstore

FALL 2015 - SUMMER 2018
Managed a virtual bookstore and a physical pop-up bookstore on campus in Labry Hall during the rush periods

FALL 2018 - FALL 2020
Managed a virtual bookstore and a physical pop-up bookstore on-campus in the Mitchell Student Center during the rush periods and gave the space back to the students during the semester

SPRING 2021 - CURRENT
Transitioned the institutionally run spirit store into the Cumberland Bookstore to become a full-service bookstore under the name CU Shop that operates year-round

CASE STUDY

Georgia Northwestern Technical College

Textbook Brokers has shifted its business model four times over the past few years to accommodate GNTC's needs:

SUMMER 2019
Transitioned six physical stores to two physical stores in three days to be operational for the first day of the summer term

FALL 2019 - SPRING 2020
Continued operation of two full-service bookstores and opened two pop-up bookstores

SUMMER 2020
Shifted to a virtual bookstore with free shipping on all orders and curbside pickup

FALL 2020
Condensed two full-service bookstores to one full-service bookstore to support GNTC's expansion into Open Educational Resources (OER)

FALL 2023 - CURRENT
Successfully implemented an Inclusive Access Program in the Math department and expanded it school-wide in 2024.

The following clients from the past three years are provided services similar to those required by UMW:

Al Massri
VP of Finance and Administration
amassri@nwacc.edu; 479-989-4000

- Two-year Community College
- Launched Access program
- One Campus in Bentonville, AR
- Workday SIS
- Canvas LMS
- Enrolls 10,242 students
- One Traditional Bookstore

Kelly Barnes
VP of Administrative Services
kbarnes@gntc.edu; 706-295-6842

- Two-year Technical College
- Six Campuses across Northwest Georgia
- Ellucian Banner SIS
- Blackboard LMS
- Enrolls 8,591 students
- One Traditional Bookstore and Virtual Course Materials Store
- Piloted Inclusive Access Fall '23; Expanded Program in Spring '24

Betsy Cline
Controller
clinee@atc.edu; 803-508-7457

- Two-year Technical College
- Large scale Access program

Carey Wellhausen
Director of Auxiliary Operations
wellhausenc@macomb.edu; 586-498-4179

- Two-year Technical College
- Large scale Access program
- Largest Community College in Michigan (Macomb)

Since our partnerships have begun at each school, we have managed to bolster rental sales while also saving students thousands of dollars with our StudentFIRST pricing methods and innovative digital offerings, increase emblematic merchandise revenue with our collaborative and localized merchandising strategies, and maximize student engagement through our student-based marketing initiatives. These successes at GNTC, NWACC, Aiken, and Macomb demonstrate the effectiveness of our individualized regional service offerings, highlight our synergetic approach when operating a bookstore, and complement the fact that Textbook Brokers has never lost a contract. In short, we will utilize best practices based on our experience with other similarly partnered schools but will also consistently communicate with your institution's key decision-makers and agents of change to ensure the UMW Bookstore is meeting the needs and goals of your institution.

Client List

The following table is a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.

PRIVATE UNIVERSITIES

INSTITUTION	SERVICE LENGTH	ANNUAL SALES
CUMBERLAND UNIVERSITY Tanya Lawson Controller (Office of Fiscal Affairs) (615) 453-6404; tlawson@cumberland.edu	3/1/2015 - 2/22/2031	$846,659
FREED-HARDEMAN UNIVERSITY Courtney Insell Assoc. VP of Financial Services & Capital Projects 731-608-6011; cinsell@fhu.edu	6/1/2012 - 6/1/2028	$952,838
CENTRAL BAPTIST COLLEGE Ryan Johnson VP of Enrollment Management 501-205-8815; rjohnson@cbc.edu	5/1/2015 - 4/30/2025	$103,777
SAINT LOUIS UNIVERSITY Dr. Ben Perlman Assistant VP for Student Engagement 314-977-2805; benjamin.perlman@slu.edu	7/1/2024 - 6/30/2029	$3,262,365
TEXAS BAPTIST INSTITUTE & SEMINARY Robert Wallace VP of Advancement 903-657-6543; rwallace@tbi.edu	Renewed Yearly	$43,910
WYOMING CATHOLIC COLLEGE Rick Rollino Chief Financial Officer 307-332-2930; rrollino@wyomingcatholic.edu	Renewed Yearly	$70,000

PUBLIC UNIVERSITIES

INSTITUTION	SERVICE LENGTH	ANNUAL SALES
AUGUSTA UNIVERSITY Karl Munschy Assistant Chief Auxiliary Services Officer 706-729-2179; kmunschy@augusta.edu	9 /1/2022 - 8/31/2027	$1,167,404
FORT LEWIS COLLEGE Amber Grenhart Student Union Director 970-247-7656; argrenhart@fortlewis.edu	6/1/2019 - 5/31/2025	$853,179
ARKANSAS STATE UNIVERSITY Dr. Len Frey Executive Vice Chancellor for Finance 870-972-3303; lfrey@astate.edu	7/1/2021 - 6/30/2028	$5,453,851
MIDDLE TENNESSEE STATE UNIVERSITY ATHLETICS Chelsea Floyd Associate AD/Marketing & Fan Engagement 615-494-8951; Chelsea.Floyd@mtsu.edu	4/8/2014 - 5/8/2026	$450,000
COLORADO SCHOOL OF MINES Lisa Goberis Director of Auxilliary Services 303-273-3230; lgoberis@mines.edu	7/1/2024 - 6/30/2029	$2,513,380
UNIVERSITY OF CENTRAL ARKANSAS Terry Canino Interim VP of Finance and Admin 501-450-3184; Tcanino@uca.edu	8/1/2013 - 6/30/2028	$4,265,688
DALTON STATE COLLEGE David Lesicko Director of Campus Services 706-272-2012; dlesicko@daltonstate.edu	10/30/2020 - Annual	$769,819
ATLANTA METROPOLITAN STATE COLLEGE David Lesicko Interim AVP for Fiscal Affairs 706-272-2012; dlesicko@daltonstate.edu	10/30/2020 - Annual	$630,307

PUBLIC UNIVERSITIES

INSTITUTION	SERVICE LENGTH	ANNUAL SALES
GEORGIA HIGHLANDS COLLEGE Rebecca Wood Director of Student Financial Services 706-368-7718; rwood@highlands.edu	4/1/2022 - 3/31/2027	$622,364
LEWIS CLARK STATE COLLEGE Dr. Julie Crea VP Finance and Administration 208-792-2240; jcrea@lcsc.edu	6/5/2023 - 6/30/2028	$614,570
ARKANSAS TECH UNIVERSITY Jessica Holloway Director of Business Services 479-968-0269; jholloway@atu.edu	7/1/2024 - 6/30/2029	$2,100,000
ADAMS STATE UNIVERSITY Henry Robinson VP of Student Affairs 719-587-7221; hrobinson@adams.edu	7/1/2021 - 6/30/2026	$472,268
UNIVERSITY OF OKLAHOMA Matt Hamilton Special Assistant to the Provost 405-325-4615; mhamilton@ou.edu	7/1/2023 - 6/30/2028	$5,252,536

COMMUNITY COLLEGES

INSTITUTION	SERVICE LENGTH	ANNUAL SALES
NORTHWEST ARKANSAS COMMUNITY COLLEGE Al Massri VP of Finance and Administration 479-989-4000; amassri@nwacc.edu	5/6/2023 - 6/30/2027	$2,014,561
SNOW COLLEGE Dr. David Allred Assistant Provost 435-238-7410; david.allred@snow.edu	7/1/2023 - 6/30/2026	$740,919

COMMUNITY COLLEGES

INSTITUTION	SERVICE LENGTH	ANNUAL SALES
TRI-COUNTY COMMUNITY COLLEGE Korey Eller Vice President for Business & Finance 828-835-4285; keller@tricountycc.edu	9/1/2022 - 8/31/2027	$134,682
CENTRAL WYOMING COLLEGE Willie Noseep VP for Administrative Services 307-855-2149; wnoseep@cwc.edu	10/15/2019 - 10/14/2024	$480,876
BISHOP STATE COMMUNITY COLLEGE Olivier Charles, President 251-405-7130 ocharles@bishop.edu (president@bishop.edu)	6/1/2017 - Annual	$616,612
UNIVERSITY OF ARKANSAS CC AT MORRILTON Lisa Gunderman Willenberg Chancellor 501-977-2025 Gunderman@uaccm.edu	4/1/2016 - 3/31/2030	$653,581
NORTH IDAHO COLLEGE Steve McGroarty Senior Accountant 208-769-5913; steven.mcgroarty@nic.edu	7/1/2024 - 6/30/2029	$770,000
TRINIDAD STATE COLLEGE Shannon Shiveley VP of Administrative Services 719-846-5569; shannon.shiveley@trinidadstate.edu	7/1/2016 - 6/30/2027	$557,929
LARAMIE COUNTY COMMUNITY COLLEGE Rick Johnson VP of Administration and Finance 307-778-1135; rjohnson@lccc.wy.edu	6/1/2023 - Annual	$1,345,573
MACOMB COMMUNITY COLLEGE Carey Wellhausen Director of Auxiliary Operations 586-498-4179; wellhausenc@macomb.edu	4/26/2024 - 4/25/2028	$4,429,881

TECHNICAL COLLEGES

INSTITUTION	SERVICE LENGTH	ANNUAL SALES
AIKEN TECHNICAL COLLEGE Betsy Cline Controller 803-508-7457; clinee@atc.edu	4/1/2023 - 3/31/2028	$1,141,504
GEORGIA NORTHWESTERN TECHNICAL COLLEGE Kelly Barnes VP of Administrative Services 706-295-6842; kbarnes@gntc.edu	5/1/2019 - Annual	$1,699,713
UNIVERSITY OF ARKANSAS - PULASKI TECHNICAL COLLEGE Rita Fleming Vice Chancellor Finance and Administration 501-812-2299; rfleming@uaptc.edu	7/1/2023 - 6/30/2027	$2,092,640

04

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.

Our proposed staffing plan will provide an unparalleled customer experience that sets Textbook Brokers apart from our competitors. We will build long-term relationships with the UMW community by maximizing the value of each customer's interaction with our products and services. Our customer-centric service model will serve as the cornerstone for our future success. While our plan is preliminary, if awarded a contract, we will further customize this plan to best meet the needs of UMW after consultation with the UMW administration and store personnel.

REGIONAL LEADERSHIP: The regional corporate support team comprises seasoned industry professionals who have developed their expertise by advancing through various roles in college bookstore operations. With years of hands-on experience managing, training, and running stores, these individuals possess a distinctive insight into every aspect of the bookstore business, including ordering, check-out processes, and store layout. They understand the challenges the UMW Bookstore may encounter and are well-equipped to make valuable contributions to ensure its success. Our team understands the significance of a smooth transition and is committed to a quick and hassle-free transition. The following individuals will facilitate UMW's transition:

REGIONAL MANAGEMENT: Brandon Bell, the Regional Operations Manager, will lead the Eastern Hub's regional management team in successfully executing the UMW Bookstore contract, with guidance and support from Nick Sherrod, the Regional Sales Director. They will focus on aligning the contract's execution with UMW's brand and mission. With an appreciation for the benefits of collaboration, this team will deliver value to UMW students, faculty, staff, and alumni. Drawing on their extensive expertise in the textbook industry, these individuals possess a comprehensive understanding of its current landscape, enabling them to implement strategic plans that introduce innovative course material formats. Their forward-thinking approach guarantees that the UMW Bookstore will establish itself as the new benchmark in higher education.

PROCUREMENT (P-TEAM): This team will execute day-to-day store support with direction from the management and executive teams. Brian Morton, Procurement Team Director, will work diligently with the Procurement Team to bring affordable course materials to UMW students before the first day of classes.

REGIONAL MARKETING DIRECTOR: Alex Sherrod, Regional Marketing Director, will plan and implement all marketing efforts, manage and direct all promotion initiatives and strategies for the Durham Tech Bookstore, create engaging content that generates buzz on and around Durham Tech's campus, and promote value offerings to all Durham Tech students, families, faculty, and fans.

REGIONAL MERCHANDISE DIRECTOR: Kelsey Swoape, the Regional Merchandise Director, will lead a localized approach to merchandising, focusing on the specific needs of UMW's campus community. By engaging with students, faculty, and staff, Kelsey will curate a selection of merchandise that reflects their preferences. She will ensure that all products are fresh, high-quality, and aligned with UMW's needs, making real-time decisions to keep inventory optimal and relevant.

Resumes for these Key Personnel can be found in Appendix A.

Our functional and vertical reporting structures provide clear authority and responsibility:

For operations, the concierge counter service, quick ship teams, and assistant manager report to the store manager (full-time). The Store Manager reports to the Regional Operations Manager, who reports to the President. For sales, the Course Materials Manager reports to the Procurement Team Director. The Procurement Team Director, Regional Marketing Director, and Regional Merchandise Director report to the Regional Sales Director, who reports to the President. Sufficient on-site staff will provide the required level of service, with any staffing changes discussed and approved by UMW. We will employ all personnel for efficient operation and compliance with all state and federal employment laws, ADA requirements, and UMW's EEO policies. Background checks will be conducted per UMW's specifications, and we will assume all liability arising from this process.

ON-SITE SUPPORT TEAM

Textbook Brokers stands out in the industry by offering unparalleled support and attention. Our dedication to UMW's success sets us apart from other providers, and we will deliver a bookstore solution that exceeds UMW's expectations. To ensure the effective management of on-campus operations for Textbook Brokers at UMW, we are pleased to introduce Mr. Brandon M. Bell as the Director of Operations. With a strong academic foundation and a rich professional background in regional operations management, Mr. Bell will oversee the dynamic requirements of a bustling university bookstore environment.

Mr. Bell holds an Associate of Arts degree with a concentration in Business Administration Management from Dalton State College, where he graduated Magna Cum Laude with a 3.85 GPA. His academic career is distinguished by his receipt of the HOPE Scholarship and his active membership in the Pi Theta Kappa Scholastic Honor Society. Since October 2023, Mr. Bell has served as the Regional Operations Manager for Textbook Brokers in Dalton, GA, supervising multiple store locations across Georgia, including institutions such as Georgia Northwestern Technical College and Dalton State. His role involves acting as a liaison between corporate support teams and operational store-level employees to execute company initiatives and achieve organizational goals effectively. His responsibilities encompass recruitment, training, biweekly payroll processing, talent development, and the administration of HR procedures. Before joining Textbook Brokers, Mr. Bell was the Assistant Store Manager of Operations at TJ Maxx, where he managed a wide array of operational duties.

His leadership contributed to the store achieving its highest sales figures, growing from $11.8 million to $14.5 million, despite the challenges posed by the COVID-19 pandemic. Brandon has demonstrated exceptional leadership and operational expertise in his roles, which is marked by his ability to foster team development and streamline processes to strengthen operational efficiency. His proactive approach and commitment to excellence will be instrumental in ensuring that the university's bookstore operations are managed effectively, with a focus on aligning operational strategies with the educational goals of the institution. Brandon's resume, detailed in Appendix A, further highlights his professional journey and accomplishments, providing an in-depth view of his capabilities and the value he will bring to Textbook Brokers and the UMW community.

We will dispatch our Regional team to manage the UMW Store if selected. Pending UMW's approval, current employees will be offered the opportunity to transition with us. We will conduct onboarding, provide workplace policies, and schedule training. Staff will receive compensation and benefits equivalent to or better than before. With UMW's approval, we will retain the current UMW Store manager and assistant manager (full-time). We will leverage their expertise while integrating them into our framework, aligning with UMW's expectation of management continuity.

The following list of management positions proposed by Textbook Brokers is accompanied by a description of their designated areas of responsibility for contract fulfillment.

REGIONAL SALES DIRECTOR: NICK SHERROD

The Regional Sales Director will oversee all marketing, sales, and operational efforts at the regional level and guide the Regional Marketing Director in promoting and executing store-level marketing efforts. Nick will manage the transition process and remain UMW's primary contact after the transition. Nick will spend the first six months supporting the new store to guarantee that warehouse operations, inventory management, student affordability, service level, and gross sales exceed UMW's expectations.

AREAS OF RESPONSIBILITY	• Supporting the Regional Marketing Director in executing marketing initiatives, as well as the Regional Operations Manager in facilitating store operations • Guiding the Regional Operations Manager in managing store operations across the region • Forming partnerships at the corporate level, such as Best Buy • Oversees the P-Team
YEARS AND TYPE OF PRIOR EXPERIENCE:	Three (3) years of relevant experience working at Dicks Sporting Goods as Department Head
YEARS AT TEXTBOOK BROKERS:	Thirteen (13) years

REGIONAL OPERATIONS MANAGER: BRANDON BELL

The Regional Operations Manager will facilitate regional operational directives and guide the Store Director on best store practices and procedures. Brandon will train staff and set up the new store to guarantee operational excellence and improve the service level with Concierge Counter Service and Website Live Chat.

AREAS OF RESPONSIBILITY	• Supervising stores and Store Directors on a regional scale • Providing instant answers to problems Store Directors may have • Working with corporate support to improve practices and services
YEARS AND TYPE OF PRIOR EXPERIENCE:	Sixteen (16) years of retail management experience at various big box retailers
YEARS AT TEXTBOOK BROKERS:	One and a half (1.5) years

STORE DIRECTOR: TBD

The store director will promote the bookstore and UMW's overarching mission through their leadership decisions.

AREAS OF RESPONSIBILITY

- Hiring and training personnel
- Supervising each department
- Coordinating with the Corporate Support Teams
- Building a culture that strives for excellent customer service
- Supporting customers and constituents through retail innovation
- Supervising bookstore operations
- Supporting faculty needs
- Exceeding customer expectations
- Managing staff

ASSISTANT MANAGER(S): TBD

The assistant manager will be vital in supporting the store director in promoting the bookstore and UMW's overarching mission. This individual will assist in the day-to-day operations and create a culture emphasizing excellent customer service.

AREAS OF RESPONSIBILITY

- Collaborating with the store director in the recruitment and selection of new personnel
- Assisting store director in communicating and coordinating with Corporate Support Teams
- Creating a culture that prioritizes exceptional customer service
- Training and motivating staff to deliver personalized and positive experiences to customers
- Resolving customer complaints or concerns in a professional and efficient manner
- Assisting the store director in opening and closing procedures so the store is ready for business and secured at the end of the day

P-TEAM DIRECTOR & COURSE MATERIALS MANAGER: BRIAN MORTON, PROCUREMENT TEAM DIRECTOR

Mr. Morton will designate a member of the P-Team to be UMW's Course Material Manager. He will be responsible for fostering relationships with faculty members, overseeing on-site course material operations, and ensuring the timely availability of the appropriate course materials at least one month before the start of each semester. Brian will work with faculty and the Faculty Liaison to build relationships and better understand how UMW faculty may be better served

AREAS OF RESPONSIBILITY	• Procuring all course material content • Providing StudentFIRST Pricing • Growing faculty and student trust in the UMW Bookstore
YEARS AND TYPE OF PRIOR EXPERIENCE:	Four (4) years of management experience
YEARS AT TEXTBOOK BROKERS:	Twelve (12) years

REGIONAL MARKETING DIRECTOR: ALEX SHERROD

The Regional Marketing Director, Alex Sherrod, will facilitate marketing efforts and oversee marketing, branding, and promotional strategies for the UMW Bookstore's brands, products, and services. He will be tasked with building excitement and engaging content that promotes value offerings to all constituents. Alex will plan and execute all marketing initiatives and facilitate communication between the Bookstore and customers through physical, digital, and social media channels.

AREAS OF RESPONSIBILITY	• Partnering with the community to hold events and grow UMW's brands • Developing and executing marketing and advertising strategies • Building an engaging social media presence • Constructing physical and digital content to increase web traffic and customer engagement • Communicating significant dates and information to students and faculty
YEARS AND TYPE OF PRIOR EXPERIENCE:	While Alex pursued his MBA, he worked as a graduate assistant for the business department at Middle Tennessee State University. Prior to being a graduate assistant, he worked at Textbook Brokers.
YEARS AT TEXTBOOK BROKERS:	Ten (10) years

REGIONAL MERCHANDISING DIRECTOR: KELSEY SWOAPE

The Regional Merchandise Director, Kelsey Swoape, will support merchandise initiatives. She will take ownership of the effort to grow UMW's brands by providing a local product mix built with each generation and customer segment's buying preferences in mind. She will be responsible for inventory management, sales planning, anticipating market trends, merchandising, event operations, and pop-up stores. Kelsey will oversee the selection and management of merchandise, ensuring it aligns with the preferences and needs of the UMW community.

AREAS OF RESPONSIBILITY	• Maintaining vendor relationships to procure a custom selection of branded merchandise • Developing visual merchandising strategies and maintaining inventory levels • Coordinating consistency with the licensing department
YEARS AND TYPE OF PRIOR EXPERIENCE:	Four (4) years of experience working in a college bookstore
YEARS AT TEXTBOOK BROKERS:	Twelve (12) years

CONCIERGE SERVICE & QUICK-SHIP TEAM: UMW STUDENTS

The Concierge Counter Service Team and Quick-Ship Team will oversee all shipping, in-store operations, and customer communication efforts. The Quick-Ship Team, under the leadership of the store director, will be responsible for efficiently processing, picking, packing, and shipping all orders for course materials. Additionally, the Concierge Counter Service Team, led by the Store Director, will be the primary point of contact for customers seeking assistance or making inquiries, whether in-store, by phone, email, social media, or through the live chat feature on the bookstore's website. The staff will be appropriately expanded during busy periods and scaled down as necessary. During peak times, experienced employees will be present to support and guide newer staff so the UMW Bookstore consistently provides a positive and memorable experience to UMW students.

STORE-LEVEL PERSONNEL

Once a contract is signed, we will dispatch our team to manage the UMW Bookstore immediately. Pending UMW's approval, current employees will be given the opportunity to transition with Textbook Brokers. To transition and onboard all personnel, we will formally introduce them to the local UMW management team and staff. We will conduct onboarding, provide workplace rules and policies, and schedule training. Textbook Brokers will train staff to use all bookstore technology and learn policies, programs, and procedures.

RETAINING CURRENT UMW BOOKSTORE MANAGERS: With prior UMW approval, Textbook Brokers will keep the current UMW Bookstore manager and assistant manager(s). A collaborative process will leverage their expertise while integrating them into our operational framework for a smooth transition. We will schedule meetings with the existing store management team to discuss their roles, responsibilities, and expectations moving forward. During these meetings, we will emphasize our commitment to retaining their valuable contributions to the bookstore's success and address any concerns or questions they may have regarding the transition.

Throughout the transition process, Textbook Brokers will provide ongoing support and training to the current store manager and assistant manager(s) in our operational processes and systems. This includes training on our point-of-sale system, technology stack, and job responsibilities, along with mentorship and guidance from our regional support team. Additionally, we will maintain open lines of communication with the store management team to address any challenges or issues that may arise and provide the necessary resources and support to overcome them. Staff members will receive compensation and benefits that are at least equivalent to or better than what has previously been offered. We will prioritize collaboration, communication, and support for successful integration into Textbook Brokers' operational framework while retaining their valuable expertise and contributions to the bookstore's success.

05

Work Plan

General

B. Program Objectives

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. If proposal includes a physical store, provide the optimal square footage the proposal requires.

For a physical store, the optimal square footage required is approximately 5,000 square feet. However, we are flexible with the space and can adjust this footprint as needed. With course materials transitioning more toward digital formats, the physical space necessary for a bookstore continues to decline each year.

In addition to traditional bookstore functions, we are open to the potential of incorporating complementary services such as student ID printing and parking pass distribution. These services would increase foot traffic and enhance the store's role as a central campus hub, further maximizing the value of the allocated space.

Textbook Brokers will efficiently utilize the space while remaining adaptable to the evolving needs of the campus community.

2a. 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.

UMW's students, faculty, alumni, and supporters all share a common desire to express their support for UMW. One of the ways they do this is by wearing apparel and accessories that showcase their pride in the institution. Textbook Brokers understands the significance of offering merchandise that caters to each group's unique preferences and modes of self-expression. To achieve this, we will conduct thorough analyses of emerging trends, focus groups, and surveys, gather vendor feedback, and collaborate with UMW's administration. These strategies will assist us in selecting a diverse range of products that cater to the preferences of every customer, ultimately driving an increase in merchandise sales at the UMW Bookstore.

BUILDING THE BRAND

Merchandising and building recognition go hand in hand when growing a brand. Textbook Brokers will help increase UMW's identity by providing products that coincide with its mission, vision, and values. Our innovative strategies will encourage resonance with a larger audience,

pulling more customers toward the UMW brand. Textbook Brokers will regularly introduce new product lines as part of our commitment to evolve and meet the needs of the UMW community. Each range of new items will undergo a review and approval process with UMW Communications to confirm the branding aligns perfectly with UMW's mission and standards.

MERCHANDISE TEAM

Behind the scenes of any successful store is a proficient merchandising team that strives to enrich every aspect of the merchandising process. Textbook Brokers has adopted a modern approach where we don't simply order the same merchandise designs in bulk from a corporate location. Instead, our merchandise decisions are made at the local level.

We first seek to understand our customers and then stock according to their needs. In practice, this means we meet with campus stakeholders, survey students, and solicit feedback from faculty and administration to determine what products are desired in the UMW bookstore. Our Director of Merchandise, Kelsey Swoape, will collaborate with on-site management to curate a customized merchandise selection that includes a broader range of products and colors. These individuals have the authority to make real-time decisions, allowing us to offer an innovative merchandise selection tailored specifically to UMW. Our localized approach establishes partnerships with vendors who produce fresh and inventive merchandise while providing UMW with an additional means of supporting the community. To uphold our commitment to quality and relevance, we will keep all supplies and merchandise intended for stock clean and saleable, with a maximum inventory of six months' worth, and purchase them at cost. Items not meeting these conditions will be set aside and bought at a mutually agreed upon price so we maintain high standards and optimal inventory levels.

CLOTHING

UMW's community deserves a diverse range of options to express their pride. Whether they are thrifty first-years or die-hard sports fans, everyone should have the opportunity to showcase their enthusiasm for UMW. Textbook Brokers will collaborate with existing licensees to provide essential emblematic items and expand the selection by partnering with local vendors to offer stylish new products. Regardless of whether a customer has $5 or $500, UMW fans will have a wide array of choices when it comes to gearing up, and Textbook Brokers is committed to assisting them. We will provide a wide selection of branded merchandise, including clothing, gifts, locally inspired items, and custom special event products. Our range will cater to various prices, from affordable options to premium offerings.

CO-BRANDED COLLECTIONS: Collaborating with well-established brands has consistently proven an effective strategy in our merchandise implementation. Our product offerings will include co-branded emblematic merchandise, combining the UMW brand with beloved and iconic names such as Disney and Star Wars. This strategic partnership aims to create positive associations, foster strong connections, and ultimately enhance customer retention.

PROFESSIONAL ATTIRE: Textbook Brokers will provide UMW graduates with topnotch, high-quality clothing that instills confidence and enables them to seize any job opportunity while proudly representing their Alma Mater. Our range

of apparel and accessories will include school-branded polos, button-down shirts, ties, cuff links, and more.

HOT AND TRENDY: UMW will receive the most current and trendy products. Textbook Brokers collaborates with emerging designers who offer the latest and most fashionable designs. Through these partnerships, we will showcase contemporary looks incorporating new fashion trends and preferences, captivating customers' attention and fostering loyalty.

HEADWEAR: Textbook Brokers will offer a vast selection of headwear, from hats to bucket caps, to meet the needs of every generation.

LOCAL: At Textbook Brokers, we find great value in local brands. We will partner with several leading local brands, like Native Made and Burlaep, to provide new, exciting product lines that capture popular contemporary sensibilities. With these partnerships, we want to show our passion for style and the importance of supporting local businesses and brands.

CUSTOM MERCHANDISE: Textbook Brokers will partner with different departments and groups to create tailor-made designs catering to their specific requirements.

VENDOR RELATIONSHIPS

At Textbook Brokers, we recognize the value of collaboration and partnership. We will actively engage with representatives from both local and national brands to foster creative thinking and identify customized products that resonate with current trends. We will continually expand our network of vendors and brands to encompass a diverse range of product offerings in our catalog. This figure provides a small sample of the brands Textbook Brokers partners with. If UMW desires to stock a particular brand at the UMW bookstore, Textbook Brokers stock the requested brand.

PRICE POINT EXAMPLE

Textbook Brokers will sell emblematic/logo merchandise at UMW, which encompasses a broad spectrum of price points to cater to the diverse preferences and budgets of UMW's community. Everyone will have access to emblematic merchandise that suits their financial means. The following table provides a breakdown of our plan with specific examples of price points.

Offering emblematic/logo merchandise across these price points allows students, faculty, alumni, and supporters to express their UMW pride without financial constraints. Our value-priced items ensure accessibility, while our competitive pricing and quality set the standard for emblematic merchandise across various categories. We understand the importance of providing choices that accommodate everyone's budget and style preferences while upholding UMW's brand identity.

CATEGORY	ITEM	DESCRIPTION	PRICE
VALUE-PRICED T-SHIRTS We will offer value-priced T-shirts that are affordable and of good quality at the lower end of the price range.	Basic UMW Tech logo T-shirts	These will be available at an attractive price point, making them accessible to students on a budget.	$12 - $14
	UMW slogan or spirit message tees	These value-priced options will give students various choices to express their pride without breaking the bank.	$12 - $14
CREWNECK SWEATSHIRTS For those looking for slightly warmer and more stylish options, Textbook Brokers will offer crewneck sweatshirts at competitive price points.	Basic UMW crewneck sweatshirt	These sweatshirts will be priced affordably and provide additional comfort during cooler months.	$30 - $35
	Seasonal or event-themed crewnecks	We will have competitively priced crewneck sweatshirts commemorating special occasions or events, allowing students to participate without overspending.	$30 - $35
HOODED SWEATSHIRTS Hooded sweatshirts are typically in higher demand and offer more warmth, making them popular among students. Textbook Brokers offers a range of price points for hooded sweatshirts.	Basic UMW hooded sweatshirt	These will be affordable, ensuring students can find a cozy yet budget-friendly option.	$40 - $45
	Premium or customized hoodies	We will also offer premium hooded sweatshirts at higher prices, featuring custom designs or unique materials. These cater to die-hard fans and those willing to invest a bit more.	$40 - $45

COMPUTERS AND TECHNOLOGY

Textbook Brokers will provide UMW students convenient access to computers and tablets through in-store and online channels. Our Director of Merchandise, Kelsey Swoape, will collaborate closely with on-site management to oversee the stocking of these devices to meet the needs of UMW students. Additionally, we will work directly with computer and tablet vendors to offer a diverse selection of high-quality products that cater to different preferences and budget considerations.

Technology is vital in today's academic environment, and we will offer a selection of laptops, tablets, and technology accessories to support students' learning needs. Laptops and tablets will vary depending on specifications and brand, with options available at various price points to accommodate different budgets. Our pricing strategy focuses on affordability, with technology accessories such as headphones, phone chargers, and laptop cases priced between $5 and $50, providing quality without compromising cost-effectiveness.

IN-STORE AVAILABILITY: The UMW Bookstore will maintain a physical inventory of computers and tablets, allowing students to browse and purchase these devices directly from the store. Our on-site management team will keep the store adequately stocked with various options, including laptops, tablets, and accessories such as batteries and charging cables. Students who prefer to shop in person can access the technology they need for their coursework. The UMW Bookstore will feature a dedicated area for displaying computers and tablets, where students can physically interact with and sample these devices before purchasing. This hands-on experience is crucial for students to make informed decisions based on the feel, functionality, and suitability of the devices for their academic work.

ONLINE INTEGRATION WITH BEST BUY: In addition to in-store availability, we have partnered with Best Buy to integrate their extensive technology product catalog into the UMW Bookstore's website. Students and faculty can browse and purchase computers, tablets, and other tech-related items online, offering added convenience and flexibility. Students can explore a wide range of options from the comfort of their own homes and have their purchases delivered directly to them, streamlining the purchasing process and providing accessibility for all students, regardless of their location.

DIVERSE TECH INVENTORY: Textbook Brokers will curate a diverse inventory of technology products, including high-end calculators, class clickers, and various tech accessories. Offering a wide selection of devices will cater to UMW students' needs and preferences, giving them access to the tools they need to succeed academically. Our goal is to provide students with options that fit their requirements.

SCHOOL SUPPLIES AND OTHER NON-TEXT MERCHANDISE

As a bookstore service provider, we are dedicated to creating an exceptional shopping experience for students, families, and fans. In addition to offering course materials, school supplies, and apparel, we will provide a wide selection of UMW-branded gifts and accessories. Our store will feature an extensive range of items, including school-branded keychains, ornaments, home décor, makeup, jewelry, and convenience products. We will stock popular essentials that are frequently purchased from the UMW Bookstore, ensuring we offer those must-have classics that resonate with our customers.

We are committed to ensuring all products are high-quality and prominently showcase UMW's brand, while providing a professional

and welcoming environment for our valued customers.

CONVENIENCE PRODUCTS: In exploring innovative food service options, Textbook Brokers will consider collaborating with existing on-campus or nearby food providers as part of the bookstore's offerings. Potential partnerships with recognized brands will be explored. For example, we serve Chick-fil-A and Pizza Hut at Aiken Technical College. Specific details about the types of convenience items, snacks, and drinks, along with associated markup and commission structures, would be determined in consultation with UMW to align with its contractual agreements and preferences.

GRAD SUPPORT: Textbook Brokers will collaborate with your preferred vendors and our established partners, such as Herff Jones and Jostens, to supply all UMW graduate needs. We will provide a range of products needed for graduation day. Additionally, we will provide services so everything goes smoothly for each student's final semester and organize events to generate excitement for soon-to-be graduates.

CATEGORY	DESCRIPTION
REGALIA	Students and faculty will have the opportunity to rent or purchase their regalia in customized UMW colors.
DIPLOMA FRAMES	Custom UMW diploma frames will be available to purchase online and in-store year-round.
GRADUATION ANNOUNCEMENTS	Students can order generic or customized announcements from Herff Jones or UMW's preferred vendor. Generic announcements will also be available in-store.
CLASS RINGS	Class ring samples will be displayed in the bookstore and online for students to browse. Once students choose their favorite ring, they can order it online or in-store through Jostens, Herff Jones, or another UMW preferred vendor.

GENERAL BOOKS: Education goes beyond course materials for classes. The UMW community has various needs, requiring a dedicated general and trade book selection. Textbook Brokers is dedicated to fulfilling the needs of the UMW community. Textbook Brokers uses Ingram Content, one of the world's largest providers of trade books and general publications. From children's books to medical reference guides, we will fulfill the needs of the UMW community.

COURSE SUPPLIES

Course supplies go hand-in with textbooks and other required course materials. When shopping for course supplies, students are often met with highly marked-up prices at retailers such as Staples and Office Depot. During the beginning of the school year, college students also have to compete with parents of elementary, middle, and high school students when looking for hot items. They may find themselves on a hunt for products that may run out of stock during this busy time. As your partner, our Regional Merchandise Director will collaborate with the Store Director at the UMW Bookstore to ensure that course supplies are regularly stocked each month. This includes notebooks, binders, planners, organizational tools, writing instruments

such as pens, pencils, highlighters, calculators, art supplies, and other course-specific items, such as Blue Books, rulers, markers, post-it notes, flashcards, and more. The Regional Merchandise Director will also use sales and inventory data to identify which products require higher inventory levels. In addition, we will contact and collaborate with faculty, staff, and even students to examine if any ancillary course-related supplies need to be made available at the bookstore. Textbook Brokers will ensure that the online bookstore exclusively offers non-branded academic supplies and technology products, fully complying with UMW's requirements.

All UMW-branded apparel, accessories, and promotional items will be excluded, with students directed to the University's spirit store for those purchases.

As a bookstore service provider, we are dedicated to creating an exceptional shopping experience for students, families, and fans. In addition to offering course materials and school supplies, we will provide a wide selection of gifts and accessories. Our store will feature an extensive range of items, including home décor, makeup, jewelry, and convenience products. We will stock popular essentials frequently purchased from the UMW Bookstore, ensuring we offer those must-have classics that resonate with our customers. We are committed to ensuring all products are high-quality and provide a professional and welcoming environment for our valued customers.

CONVENIENCE PRODUCTS

In exploring innovative food service options, Textbook Brokers will consider collaborating with existing on-campus or nearby food providers as part of the bookstore's offerings. Potential partnerships with recognized brands will be explored. For example, we serve Chick-fil-A and Pizza Hut at Aiken Technical University. Specific details about the types of convenience items, snacks, and drinks, along with associated markup and commission structures, would be determined in consultation with UMW to align with its contractual agreements and preferences.

COSMETIC ITEMS

Our plan to sell cosmetics centers on offering a carefully curated selection of cosmetic products that cater to the diverse needs and preferences of the UMW community. We will conduct market research to understand the cosmetic preferences of UMW students, faculty, and staff so that product offerings align with their interests and expectations. Our strategy will involve sourcing from reputable cosmetic brands to offer a wide range of high-quality products, including makeup essentials, skincare items, and beauty accessories. These products will be prominently displayed within the bookstore in visually appealing and accessible arrangements to enhance the shopping experience.

HOUSEHOLD/DORM ITEMS

Our plan for selling household and dorm items is based on convenience, affordability, and quality. Household and dorm items will include

bedding, towels, storage solutions, kitchenware, and decor items. These products will be sourced from reputable suppliers known for durability and functionality. Additionally, we will offer a mix of budget-friendly options and premium brands to cater to students with varying budgets. Our in-store displays will showcase the versatility and practicality of these items, making it easy for students to find everything they need to create a comfortable and functional living space. We will also provide knowledgeable staff trained to assist customers in selecting the right products for their individual needs and preferences.

PRICE POINTS

Textbook Brokers will offer competitive pricing for a diverse range of merchandise to cater to the needs of students, faculty, and staff. Our estimated price points for various categories of merchandise are outlined below:

CATEGORY	ITEM	DESCRIPTION	PRICE
TRADE BOOKS	Various Genres	Our selection of trade books features a wide range of titles spanning various genres, including fiction, non-fiction, and academic literature.	$10 - $30
SCHOOL SUPPLIES	Notebooks, pens, pencils, etc.	Essential school supplies like notebooks, pens, pencils, and folders are offered competitively for affordability.	$1 - $10
COSMETICS	Beauty products	Our selection includes popular brands and essential beauty products suitable for college students, with competitive pricing comparable to local retail options.	Varies
HOUSEHOLD/ DORM	Bedding, towels, kitchenware	We offer a range of household and dorm room essentials, including bedding, towels, storage solutions, and kitchenware, to suit various student needs and budgets.	$5 - $50
LAPTOPS AND TABLETS	Laptops, tablets	Laptops and tablets are available in various specifications and brands.	Varies
TECHNOLOGY ACCESSORIES	Various accessories	Technology accessories like headphones, phone chargers, and laptop cases.	$5 - $50

Our pricing strategy will balance affordability and quality, providing UMW students access to essential merchandise at competitive prices. We will offer value-driven pricing while maintaining a diverse and high-quality selection of products to meet the needs of the UMW community.

2b. 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.

The growing cost of education is seen as a burden by most students. Tuition and administrative fees are typically accepted in return for quality education, a beautiful campus, and lifelong friendships that can only be provided by the college experience. What students (and their families) do see and attempt to mitigate, however, are the costs frequently associated with their campus bookstore. Exorbitant course material prices leave many students frustrated with their campus bookstore and drive them to look elsewhere for their resources, perhaps losing their patronage to the campus bookstore for the duration of their college career.

STUDENTFIRST PRICING

Textbook Brokers reimagines the bookstore by eliminating the need for students to price-match or shop elsewhere. Our P-Team and Real-Time Tech offer pricing that is competitive with the online marketplace. This process guarantees that students who shop in-store or online receive affordable pricing.

Textbook Brokers recognizes and shares UMW's commitment to providing students with affordable access to educational materials. We understand that obtaining the lowest possible cost for books and materials is a top priority for the college and its students. In response to this, our company is dedicated to collaborating with UMW to ensure competitive and student-friendly pricing. To further emphasize our commitment to affordability, Textbook Brokers conducts regular price comparisons against major competitors, including online marketplaces and other local campus bookstores. For instance, our analysis shows that our prices for general education textbooks are consistently 15% lower than those found on major online platforms.

Our pricing strategy will align with the college's affordability goals. We are open to discussions and negotiations that allow us to work together to achieve the lowest possible cost for students. Textbook Brokers believes in a transparent and flexible pricing approach that considers students' financial well-being as paramount. Textbook Brokers will use the following guidelines for pricing course materials and retail merchandise:

- *Inclusive Access Course Materials*—Up to a 25% gross profit margin unless the publisher dictates otherwise
- *Digital Course Material Content*—Up to a 25% gross profit margin unless the publisher dictates otherwise
- *New Textbooks, Course Packets, and Custom-Published Materials*—Up to a 25% gross profit margin unless the publisher dictates otherwise
- *Used Textbooks*—Up to 73% of the retail price of a new textbook retail price
- *Textbook Rentals*—Up to 50% of the retail price of a new textbook retail price
- *General Merchandise (e.g., branded apparel, spirit wear, souvenirs)*—Up to MSRP
- *Convenience Items & Drinks*—Up to 50% margin

2c. 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.

Our goal is to maintain an open line of communication throughout the contract. This means UMW will have direct access to regional and national support at a moment's notice. We will also give UMW access to our cloud-based tech to view real-time sales data, Key Performance Indicators (KPIs), and reporting on any device with a browser.

	Tax				Subtotals w/Tax				Summary		
Rental Refund	Sale	Refund	Rental	Rental Refund	Sale	Rental	Buyback	Exempt	Net	Tax	Gross Sales
0.00	256.86	-5.70	0.00	0.00	4430.99	0.00	0.00	0.00	4179.83	251.16	4430.99
0.00	0.00	0.00	0.00	0.00	-9.99	0.00	0.00	0.00	-9.99	0.00	-9.99
0.00	11.76	0.00	0.00	0.00	-617.71	0.00	0.00	38.86	-629.47	11.76	-617.71
0.00	4539.67	-192.29	0.00	0.00	82898.50	0.00	0.00	6045.36	78551.12	4347.38	82898.50
0.00	19.72	0.00	0.00	0.00	342.53	0.00	0.00	0.00	322.81	19.72	342.53
0.00	87.30	-48.31	0.00	0.00	44.26	0.00	0.00	0.00	5.27	38.99	44.26
0.00	21.00	0.00	0.00	0.00	369.60	0.00	0.00	0.00	348.60	21.00	369.60
0.00	13.13	0.00	0.00	0.00	228.26	0.00	0.00	0.00	215.13	13.13	228.26
0.00	8.64	0.00	0.00	0.00	152.39	0.00	0.00	0.00	143.75	8.64	152.39
0.00	1109.39	-24.91	0.00	0.00	27294.46	0.00	0.00	10347.90	26209.98	1084.48	27294.46
0.00	1.57	-0.14	0.00	0.00	2818.76	0.00	0.00	62.05	2817.33	1.43	2818.76
0.00	2436.06	-296.22	0.00	0.00	37801.33	0.00	0.00	0.00	35661.49	2139.84	37801.33
-4788.43	41203.85	-2743.91	4793.88	-287.58	736838.50	79592.54	2828.51	55954.54	773464.80	42966.24	816431.04
0.00	90.00	-2.00	0.00	0.00	5018.00	0.00	0.00	2150.00	5000.00	18.00	5018.00

Textbook Brokers can furnish UMW with detailed monthly, quarterly, or yearly sales and commission reports for each store location to facilitate transparent communication and decision-making. Our reporting capabilities aim to offer valuable insights into bookstore operations, sales trends, and financial performance, empowering the College to make informed decisions and optimize the bookstore's overall effectiveness.

A sample quarterly performance review document is provided in Appendix F.

Textbook Brokers will provide accurate and transparent reporting to support UMW's bookstore operations. We will deliver monthly, annual, and operational reports in compliance with the college's requirements.

Reporting Deliverables & Frequency

REPORT TYPE	FREQUENCY	REPORT DETAILS
SALES REPORT	Monthly and Annual	• Categorizing revenue by merchandise type and services, as designated by the University. • Breakdown of payment transactions, including credit card sales, financial aid purchases, and cash/check payments.

TEXTBOOK SALES DATA	Monthly and Annual	• All textbook transactions, including:
		  • University course title and number.
		  • Textbook title, author, ISBN.
		  • Quantity of new, used, rental, and digital (e-texts) sold.
		  • Per-item sales price for each format

DISCOUNT AND BUYBACK REPORTS	Monthly and Annual	• Reporting on any discounts applied to University-affiliated sales.
		• Buyback transaction records, including:
		  • Number of retail titles purchased back.
		  • Volume of retail vs. wholesale buybacks

CUSTOMER SERVICE & COMPLAINT RESOLUTION REPORTS	Monthly and Annual	• Documented customer complaints and resolutions • Response time and corrective actions take
ANNUAL OPERATING PLAN & PERFORMANCE ANALYSIS	Annually	• Performance evaluation based on key metrics. • Strategies for market growth, customer service improvements, and competitive pricing. • Initiatives for affordability and financial returns to the University.
ANNUAL FINANCIAL STATEMENT	Annually	• Sales by category/department • Total sales • Cost of Goods Sold (COGS) • Gross Margin • Direct Operating Expenses (itemized) • Indirect Expenses (Management Fee, Contractor Overhead Charges) • Commission Paid • Profit/Loss • Retail Textbook Buyback Value • Wholesale Textbook Buyback Value • Website Sales
OPERATIONAL REPORTS	Real-Time Access	• Number of students enrolled • Number of students who opted out • Delivery choices (pickup vs. shipped) • Students who have not picked up materials • Students enrolled in classes but have no books assigned • Students enrolled in courses using only OER materials • Faculty course material adoption progress • Delivery delays before the first day of class • Dashboards for management and leadership

A sample of several types of reports can be found in Appendix F.

FINANCIAL RECORD-KEEPING & COMPLIANCE

Textbook Brokers maintains comprehensive financial records for transparency, accountability, and compliance with state and federal accounting regulations. We provide monthly revenue and expense reports for all bookstore operations, so financial performance is continuously monitored and reviewed. Our financial reporting processes are aligned with generally accepted accounting principles (GAAP) and undergo internal and external audits to verify compliance. In addition, all financial records and supporting documentation are securely stored and accessible to UMW or its independent auditors upon request.

MONTHLY PROFIT & LOSS STATEMENTS: Textbook Brokers submits monthly Profit and Loss (P&L) Statements in a university-approved format to support financial oversight. These reports provide insights into bookstore performance, including sales revenue, expenses, commission calculations, and financial aid transactions.

FINANCIAL INSIGHTS & ADMINISTRATIVE DASHBOARD: Textbook Brokers offers a secure administrative dashboard that analyzes student purchases, financial aid usage, and sales trends. The dashboard allows UMW administrators to monitor bookstore performance, track purchasing behaviors, and analyze financial aid allocations. University administrators can generate reports based on specific criteria, such as department spending, semester trends, and student purchasing patterns, ensuring data-driven decision-making.

CUSTOMIZABLE REPORTING TOOLS FOR UNIVERSITY ADMINISTRATORS: Recognizing the need for flexible financial reporting, Textbook Brokers provides customized reporting capabilities tailored to the university's requirements. Administrators can generate on-demand financial reports, including sales summaries, expense breakdowns, inventory valuations, and financial aid utilization reports. These tools support compliance, budgeting, and forecasting efforts, ensuring UMW maintains complete visibility into bookstore financial operations.

INTEGRATING CAMPUS STORE RESOURCES INTO THE CURRICULUM: We will streamline the process for faculty to integrate campus store resources into their curriculum, enhancing both academic support and compliance. Currently, we provide syllabus and LMS language templates to ensure students have clear access to required materials. To further automate and simplify this process, we are developing a syllabus language generator that will be incorporated into the Faculty Portal. This tool will allow faculty to quickly generate customized, compliant syllabus language, reducing manual effort and improving consistency.

As we own our own technology company, we welcome ideas from faculty and admin on how to further refine this process. Our goal is to continuously improve compliance and make it easier for faculty to distribute important course material information to students.

2d. 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.

To move the UMW Bookstore forward, we recommend that UMW focus on three areas of improvement:

- Innovative course material price and offering
- Merchandise selection
- Financial return to UMW

We believe UMW needs a partner that will work with the various campus stakeholders (administration, students, faculty, and staff) with a laser focus on addressing these concerns. In addition to providing better pricing than our competitors, we can also provide a superior financial return to the institution.

SO, WHY TEXTBOOK BROKERS?

Having worked with colleges and universities for decades, we understand your institution and the unique challenges you face. Our combination of StudentFIRST pricing and customer-centric service will bring UMW students back to the bookstore. We don't install a one-size-fits-all solution, ignoring local concerns and stakeholder input. Our size and structure allow a level of flexibility and customization that you won't find with other vendors. We will move at your pace. We will be your advocate and guide for the next phase of college bookstores while concurrently returning a sustainable commission back to the institution.

Most importantly, this opportunity to partner with UMW is important to us. We don't respond to every RFP that is issued. Instead, we focus on the schools we think are the best fit for our StudentFIRST experience.

HYBRID MODEL AT UMW

We at Textbook Brokers are excited to present our organizational and operational structure for a full-service model that can effectively cater to the needs of your students, faculty, and administration. Our model is split into two branches: the "Brick" branch and the "Click" branch. For the Brick branch, the UMW Bookstore location will serve as a comprehensive hub where students can easily order and purchase their textbooks, course materials, and retail merchandise. By stocking all required textbooks, course materials, and retail merchandise in-store, students have the advantage of being able to physically order and receive their textbooks, course materials, and any retail merchandise onsite. Students who prefer face-to-face interactions can visit the physical store and receive personalized assistance from knowledgeable sales associates who can provide guidance on the appropriate materials for their courses.

For the "Click" branch of the model, Textbook Brokers will develop a customized UMW Bookstore website. On this website, students can easily order their textbooks, course materials, Best Buy items, and retail merchandise online. When placing orders online, they have the option to choose in-store pickup, or they can opt to have the items shipped directly to their

specified address, offering them flexibility and convenience. Students and faculty will also have the opportunity to inquire about course materials and retail merchandise directly on the website using live chat, which will be staffed by real, trained customer service team members rather than automated responses.

OUR COMMITMENT TO UMW

We will provide exceptional customer service, reliable order fulfillment, and competitive pricing to meet the needs of UMW students, faculty, and administration. Our experienced team will work closely with UMW to efficiently and accurately source the required textbooks and course materials, considering each course's curriculum and academic requirements. We will also maintain transparent and fair pricing practices, offering competitive rates and exploring cost-saving options, such as proposing Inclusive Access (IA) and Equitable Access (EA) programs to alleviate the financial burden on students. Additionally, we are confident that our proprietary technology and user-friendly platforms will enhance the online shopping experience with easy navigation, secure transactions, and prompt customer support.

INTERNSHIPS, SCHOLARSHIPS, & BUSINESS PARTNER EVENTS

As part of our commitment to supporting education and fostering community engagement, Textbook Brokers is excited to introduce several initiatives that align with UMW's goals and values:

MANAGER TRAINEE PROGRAM: We propose to establish an innovative Manager Trainee Program Internship aimed at providing select students with hands-on experience and industry exposure. This program will offer participants the opportunity to develop essential skills in bookstore operations, customer service, and leadership under the guidance of seasoned professionals. By immersing interns in various aspects of bookstore operations, we aim to cultivate a new generation of industry and customer service experts who are equipped to thrive in the dynamic retail landscape.

SCHOLARSHIPS: Textbook Brokers is committed to supporting students' academic pursuits through scholarship opportunities. We propose to allocate a portion of our resources to provide scholarships for course materials to selected students. These scholarships will help alleviate the financial burden associated with purchasing textbooks and other essential course materials, ensuring that all students have access to the resources they need to succeed academically.

BUSINESS PARTNER EVENTS: Textbook Brokers is eager to collaborate with UMW on community and campus initiatives that promote education and student success. We recognize the value of partnering with UMW on events that benefit the campus community and contribute to a vibrant and inclusive campus environment. Therefore, we propose to provide financial support for business partner events organized by UMW and actively participate in these events through sponsorships and other forms of engagement. By leveraging our expertise and resources, we aim to add value to UMW's initiatives and enhance the overall educational experience for students, faculty, and staff.

Overall, Textbook Brokers is committed to going beyond the traditional role of a bookstore provider by actively investing in education, supporting student development, and fostering community collaboration. We desire to make a meaningful and lasting impact on the UMW community while advancing the cause of education.

2e. Sustainability

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

At Textbook Brokers, sustainability isn't just a buzzword—it's a fundamental aspect of our daily operations. To align with UMW's environmental practices and exceed industry standards, we implement a range of programs and initiatives focused on promoting sustainability in our bookstore operations.

RECYCLING INITIATIVES

We prioritize recycling by closely collaborating with UMW and other institutional partners to comply with all recycling and green-friendly initiatives established by the university. Our staff is trained to actively promote recycling practices, ensuring that materials such as paper, cardboard, and plastics are properly sorted and recycled.

BOOK DONATION PROGRAMS

As course materials become obsolete, we address the issue of old, unwanted books by partnering with organizations like Better World Books. Donation bins are provided at our bookstore, allowing students and faculty to responsibly dispose of unwanted books. These books are then redistributed to those in need, promoting reuse and reducing waste.

PROMOTION OF TEXTBOOK BUYBACK

We organize periodic social media campaigns and "Spring Cleaning" events to encourage textbook buyback and raise awareness about donating unwanted books. By incentivizing students to sell back their textbooks, we extend the lifecycle of these materials and minimize their environmental impact.

CARBON FOOTPRINT REDUCTION

We recognize the environmental impact of online marketplace practices and aim to reduce our carbon footprint by offering a comprehensive selection of course materials within our bookstore. By providing a one-stop shop for students and families to access all their required materials, we minimize the need for multiple trips and the transportation emissions associated with online orders.

EMPLOYEE TRAINING

Sustainability is ingrained in our company culture, and our staff undergoes regular training to ensure they actively promote and practice environmentally friendly measures. From energy conservation to waste reduction strategies, our team is committed to upholding our sustainability values in every aspect of their work.

By choosing Textbook Brokers as the operator of the UMW Bookstore, the university can be assured that we will uphold and exceed their environmental and sustainability standards. Our comprehensive approach to sustainability ensures that we contribute to a greener campus and a more sustainable future for all.

C. General

2e. 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.

At Textbook Brokers, we welcome change and are confident that if UMW partners with us, we will make the transition smooth and seamless. Why? Because we've successfully helped schools that have faced challenges and decisions similar to those of UMW, enabling them to grow and better serve their students and communities. Specifically, we support many community and state colleges in the Southeast with profiles similar to UMW's. As partners with Banner, Atrium, and D2L, we make technical integrations effortless. We own all of our web-based technology, allowing us to pivot quickly to enable UMW to take advantage of new opportunities in retail, e-commerce, and content delivery.

We are the only bookstore provider that:

- Is debt-free, privately held, with a coast-to-coast footprint
- Offers the entire Best Buy catalog seamlessly integrated with their e-commerce platform
- Allows the institution to select any digital course material delivery platform, including VitalSource or RedShelf
- Can tailor an offering from digital-only to full-service and everything in between to allow for changes in service and delivery model throughout the life of the contract.
- Has a corporate hub located in Murfreesboro, TN, just an hour and a half away from UMW, with a regional corporate support team that can be deployed on-site at a moment's notice.

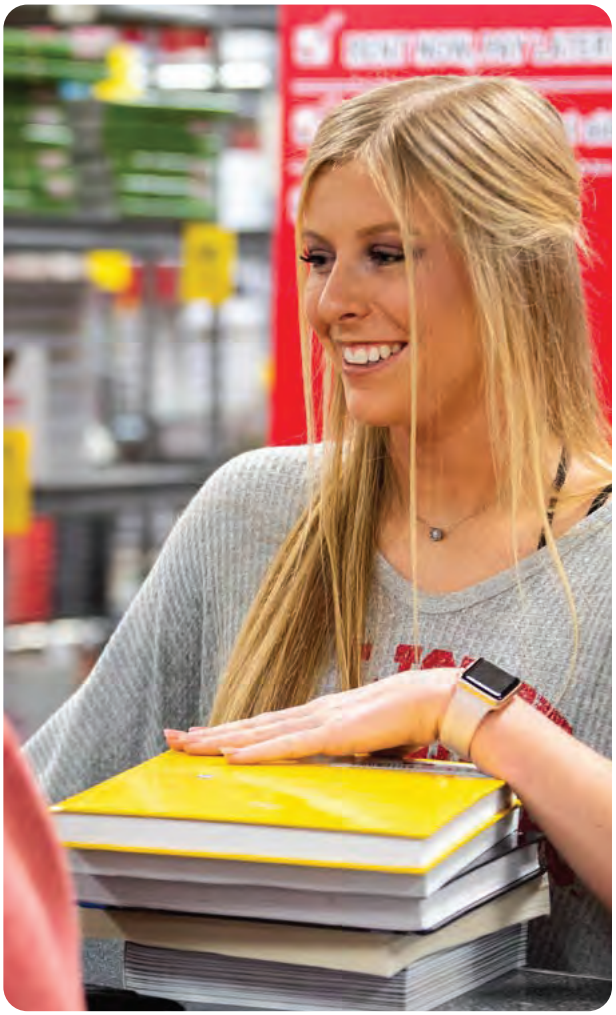
Open a campus? Consolidate campuses? Expand or add a program? Inclusive Access? Equitable Access? A hybrid of both print and digital? Physical and online?

The answer from Textbook Brokers is YES.

We tailor our services to meet UMW's needs, not the other way around. This approach allows you to keep the tools, processes, delivery methods, and people you value while giving you the flexibility to change and improve the ones you don't.

A STUDENT-FIRST BOOKSTORE FOR UMW UNIVERSITY

Student expectations around price and service increased with the emergence of companies like Amazon and Chegg. To survive, we had to meet and exceed those expectations. Our continuous improvement led to the creation of our StudentFIRST bookstore business model, which is currently deployed across all our campus bookstores.



WHAT IS STUDENT-FIRST?

It's a top-down commitment to prioritizing the needs and outcomes of students in every aspect of our business: competitive pricing with online marketplaces, a collaborative adoption process between the bookstore and faculty, service that prioritizes student success, and a customized merchandise offering tailored to our campus partners.

Easy transition: Keep the tools you love and replace or improve the ones you don't.

Textbook Brokers is Built for Change as the most flexible company in the bookstore industry. Using our multi-million dollar proprietary technology ecosystem, Textbook Brokers can immediately react to changes in the marketplace and on your campus. Our partnerships with your current platform providers, including Canvas, Banner, and Cbord, mean initial integrations will go smoothly without faculty and staff having to change processes and procedures.

Textbook Brokers has the strongest financial position in the industry as a private, debt-free company. Unlike other bookstore solution providers, we are not susceptible to the economic volatility and market pressures that often lead to bankruptcy or closure. Our debt-free status affords us stability and resilience, ensuring that we can continue to operate and serve our customers without the threat of closure looming over us. While other bookstore companies may

face challenges and uncertainties, Textbook Brokers remains steadfast in its commitment to providing exceptional service and support to our customers and communities.

DIRECT MANAGEMENT OF BOOKSTORE OPERATIONS AND SPACE UTILIZATION

We will directly manage all services and functions proposed with our subcontractor, UGS who will handle all merchandising. Our cohesive service delivery will maintain quality control across all bookstore operations. Our team will utilize the designated space effectively, organizing it to maximize functional use and customer satisfaction. Each area of the bookstore will be strategically laid out to facilitate easy access to products and services, enhance the shopping experience, and streamline operations.

GUIDED IN-STORE STUDENT EXPERIENCE

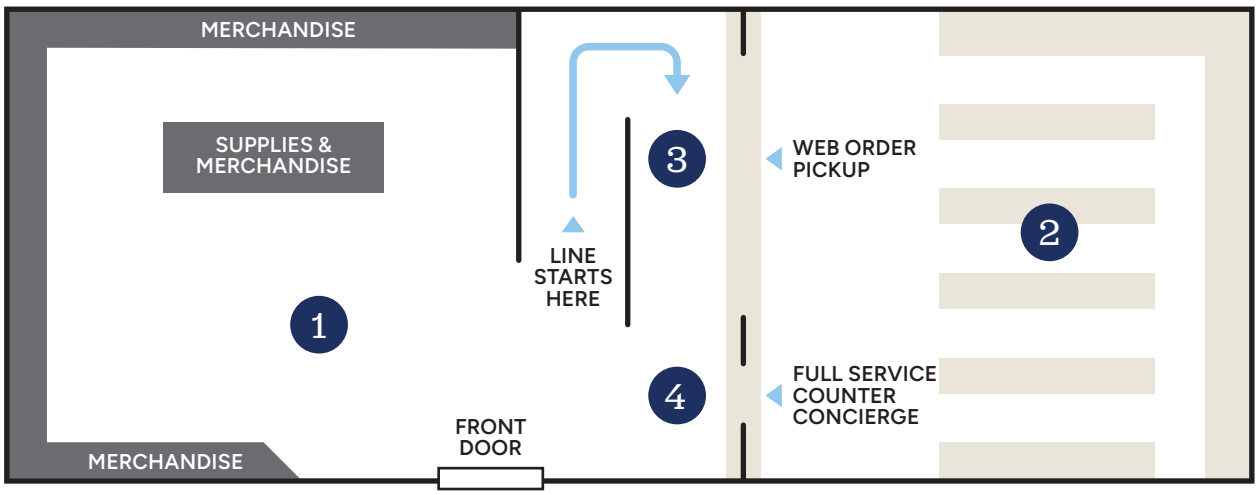
- Our counter-service model moves the burden of finding the right course materials from the student to the bookstore. Our trained staff guides each student through the process, reducing anxiety and streamlining the experience for students.
- We buy back course materials every day!
- A robust rental program allows us to deliver precisely what students want: affordable physical course materials. We offer convenient return options in-store and online.
- Innovations like a Student ID schedule lookup, eCommerce integrations, and unique rental customer identifiers are a few examples of how we continue to improve our customer's experience.

COUNTER SERVICE MODEL

Like our StudentFIRST Pricing, our in-store service model is unique within the industry. The legacy providers that operate physical bookstores keep their course materials on the sales floor, organized by department and course. This may seem like it makes finding your books easy and straightforward, but it most often results in students getting lost on an impromptu course materials "scavenger hunt." Students waste time hunting for what they need, and looking at a stack of books and a shelf tag doesn't easily communicate alternatives, optional materials, and other details relevant to a course.

Our counter-service model instead creates a stress-free, guided customer experience.

Students are immediately greeted by a member of our staff as they come through the door. We get their course materials information from their course schedule or by scanning their student ID, then direct them to a register to get the purchase process started with one of our friendly cashiers. All course materials are kept behind the counter. The "scavenger hunt" is now done by one of our trained staff members, who is familiar with all required, optional, and recommended course materials for every course at UMW. A staff member then brings the course materials to the register and explains to the student what they are getting and why they are getting it, explains any alternatives that may be available, and answers any questions the student may have.



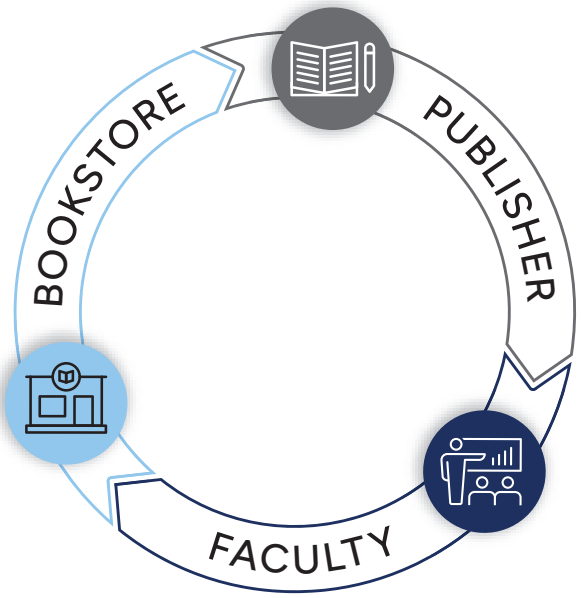
1. Bookstore staff are located on the sales floor and greet students when they enter
2. Bookstore staff gather course materials from behind the register counter
3. The service counter includes a register dedicated to Web Order Pickups for convenience
4. Students can begin checkout with a cashier while their materials are being pulled

What does this do for students?

- *No paradox of choice:* Students don't have to sort through the numerous confusing options. We grab the most affordable required course materials and are ready to offer alternative formats based on a student's preferences.
- *Reduction of anxiety:* Students don't have to worry about deciphering a schedule or hunting for a required book in a 10-page syllabus. We know exactly what they need.
- *In and out in 10 minutes or less:* Our counter service model, combined with years of experience, creates a guided, frictionless, and, most importantly, FAST customer interaction.

With the integration between our POS and UMW's system, we will be able to look up a student's schedule and course materials list using only their student ID. This completely eliminates the burden for students. All they need to do is come by the store or go to the website. As long as they know their student ID, we can get them everything they need.

Reducing the cost of textbooks, whether in the present or future, does not necessitate complex ideas, systems, or processes. It can be achieved through a relatively straightforward approach. Similar to how vehicle manufacturers determine the price of a new car, content owners and publishers have the authority to set the cost of course materials. Just as it is uncommon to find a new vehicle significantly discounted from its manufacturer's suggested retail price (MSRP), publishers establish the prices students must pay, whether an artificially high MSRP or a discounted rate. This is why UMW would benefit from a partnership with Textbook Brokers, as it allows for a shift in focus from corporate interests to prioritizing students. By choosing Textbook Brokers, UMW gains a partner that advocates for student outcomes and affordability throughout the entire process of textbook adoption. Instead of solely relying on publisher sales representatives to promote new products to faculty, Textbook Brokers collaborates with faculty to ensure that students' needs are put first. Textbook Brokers and faculty will work towards flipping the model to prioritize students, resulting in affordable course materials that benefit all students.



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.

In-store hours will be set in collaboration with UMW and generally be Monday through Friday on a 12-month basis, with holidays subject to the University's academic calendar. To better serve students during peak book purchasing seasons, particularly at the start of semesters, Textbook Brokers will extend operating hours to include Saturdays, ensuring a smoother experience during these busy times.

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.

To better accommodate the needs of students and faculty, particularly during critical academic periods and special events, we propose strategic adjustments to the bookstore operating hours. Our proposed schedule includes extending Monday through Thursday to 7 PM, maintaining Friday hours as they are, and opening Saturdays from 10 AM to 3 PM. This expansion will provide convenience for students and faculty on campus later in the day and on weekends.

Special extended hours will also be implemented on the weekend before each semester starts, with the bookstore operating from 10 AM to 4 PM on Saturday and Sunday to assist students with last-minute preparations. For home football games and other significant events, we will adapt hours to extend to 8 PM on Saturdays or open on Sundays, depending on the timing of events. Any change in the hours of operation will require the approval of the University and will be mutually agreed upon by UMW and Textbook Brokers.

Our methodology for expanding hours will be grounded in direct feedback from students and faculty, collected through surveys and focus groups, and an analysis of foot traffic data during current operational hours. Our approach allows us to align our hours with peak campus activities and minimize congestion in the bookstore. We will also increase our staffing during extended hours to provide excellent customer service without compromising quality.

Marketing efforts will be intensified to inform the UMW community about the new hours through multiple channels, including campus newsletters, social media, and on-site signage. Initially, these changes will be introduced on a trial basis to allow for the collection of data and feedback on their effectiveness. Continuous evaluation will help us adjust operational strategies to better meet the needs of the UMW community, increasing customer satisfaction and bookstore efficacy.

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.

Textbook Brokers will actively participate in and contribute to UMW's vibrant campus life. We will use campus events and activities organized by other campus entities and our initiatives to create engaging campus events that generate additional sales.

PARTICIPATION IN CAMPUS EVENTS ORGANIZED BY OTHER ENTITIES	
ADMISSION EVENTS (E.G., MOVE-IN, WELCOME WEEK, NEW STUDENT ORIENTATION)	Textbook Brokers will collaborate with the UMW Admission Office to participate in various admission events. These events will include setting up pop-up shops to introduce the UMW Bookstore to new students. During these events, we will answer questions about course materials and merchandise and provide information about the bookstore's services.
CAREER DEVELOPMENT EVENTS	We will invite the Career Development Center to host networking events for students and potential employers at the UMW Bookstore. This will contribute to the campus's professional development and drive traffic to the store.
HOLIDAY EVENTS	Textbook Brokers will participate in holiday events. For example, we will offer special promotions or discounts during holidays like Halloween, giving students, faculty, and alumni a reason to visit the store during these festive times.
BOOK SIGNINGS	We will provide staff, inventory, and equipment to facilitate author book signings at UMW. This adds a literary and cultural dimension to campus life and drives traffic to the bookstore during these events.

PARTICIPATION IN CAMPUS EVENTS ORGANIZED BY OTHER ENTITIES

HOMECOMING AND CAMPUS CELEBRATIONS	Textbook Brokers will engage with the UMW community during homecoming and other campus celebrations. We will actively participate by providing in-store discounts and sales, allowing students, faculty, and attendees to access exclusive deals and savings. Additionally, we will enhance the event experience by setting up on-site pop-up shops, allowing customers to conveniently browse and purchase merchandise without leaving the festivities.
CHARITY OR FUNDRAISING EVENTS	Textbook Brokers will offer pop-up shops at various charity or fundraising events organized on campus. We will donate some of our sales to the charity, showcasing our commitment to community engagement and support.

CREATING CAMPUS EVENTS

MEET AND GREET	A "Meet and Greet" will allow the administration, faculty, and staff to meet the new UMW Bookstore's management team and staff. In addition, Textbook Brokers will have a "Grand Reopening" to allow students, parents, and the community to visit the new store and preview the new service layout and local product mix.
FUEL FOR FINALS	Textbook Brokers will provide giveaways, free Scantrons, and blue books at the end of each semester to support students during the high-stress finals period. This initiative helps students and reinforces our commitment to their success.
IN-STORE GRADUATION EVENTS	We will host special in-store graduation events to allow students to purchase graduation regalia and related merchandise. These events generate excitement for soon-to-be graduates and their families.
STUDENT ORGANIZATION EVENTS	Student organizations will have the opportunity to use the UMW Bookstore as a venue to host their events. This creates a synergy between campus organizations and the bookstore, fostering engagement and increasing foot traffic.

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/

Textbook Brokers will fully comply with UMW's parking policies and requirements as outlined in the provided university resources. We will provide and maintain any necessary vehicles required for bookstore operations, including deliveries, merchandise transport, and any other on-campus logistics. All associated costs, including vehicle maintenance, insurance, and operational expenses, will be managed by our team.

Additionally, we acknowledge that securing proper parking arrangements, obtaining necessary permits, and addressing any fines incurred will be our responsibility. We will review UMW's parking regulations and ensure that all staff and delivery personnel adhere to designated parking zones and permit requirements to prevent disruptions to campus operations. Our team will coordinate with UMW's parking office as needed to ensure compliance and minimize any logistical challenges related to vehicle use on campus.

E. Staffing

1. Managers

a. Provide resumes for management candidates.

We are pleased to provide resumes for management candidates as requested. Based on the Q&A, UMW mentioned that the current bookstore staff is well-regarded at UMW, and we share the same sentiment. As such, our preference is to offer management positions to these experienced staff members and see if they would be interested in transitioning with us.

In the event that the current staff is not interested, we are happy to consider recommendations from UMW, including the possibility of hiring recent graduates who would be an excellent fit for management roles. Additionally, as a backup, we have identified other qualified management candidates who are willing to relocate and would be a great fit for the role.

We are open to all options and are committed to ensuring that UMW receives the right management team to lead the bookstore forward.

Please find in the Appendix A a resume of a management candidate who is available and open to relocation. We can provide more upon request.

b. The Director of Business Services or an appointee shall approve the Campus Store Manager appointed by the Firm.

Textbook Brokers acknowledges and supports UMW's requirement for the approval of the Campus Store Manager by the Director of Business Services or an appointee. We are committed to appointing highly qualified individuals who meet the university's expectations in leadership, operational expertise, and customer service. Before finalizing any appointment, we will present the candidate's credentials and experience to UMW for review and approval, ensuring alignment with the institution's standards and expectations.

c. Any managerial changes shall require prior consultation with and approval from the University.

We recognize the importance of stability and transparency in bookstore management. Any proposed managerial changes will be communicated to UMW in advance, allowing for discussion and approval before implementation. Any transitions will maintain continuity in operations, customer service, and institutional alignment. Our team will work with the university to execute all managerial changes in a manner that upholds the bookstore's operational integrity.

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.

Textbook Brokers understands the need for operational continuity during unforeseen circumstances such as medical or family emergencies, as well as during the search for a permanent Campus Store Manager. In such cases, we will assign a qualified internal Manager on a temporary basis and communicate this to the Director of Business Services or an appointee. Should the temporary assignment extend beyond six months, we will formally seek approval from UMW for an extension or propose a permanent replacement for long-term stability in bookstore leadership.

e. The University reserves the right to request the reassignment of any managers, including temporary ones, for reasons determined by the University.

We respect UMW's authority in overseeing bookstore operations and will comply with any requests for managerial reassignment. If the university determines that a reassignment is necessary, we will address concerns and transition to a new manager in a manner that minimizes operational disruption. Our goal is to maintain a collaborative relationship with UMW, aligning bookstore leadership with the university's expectations and provides the highest level of service to students, faculty, and staff.

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

Our primary goal at Textbook Brokers is to establish a solid and meaningful connection with students, alumni, and faculty members. We achieve this objective through our marketing and public relations programs targeting these key stakeholders. Our customized public relations campaigns will cultivate and expand a loyal customer base for the UMW Bookstore. Through careful planning, creative marketing initiatives, and a highly skilled marketing management team, we will boost sales, maintain positive and effective communications, and invigorate this thriving institution. Our overarching goal is to create a compelling narrative that distinctly represents UMW.

Textbook Brokers will work closely with UMW's communications department to maximize the impact of our promotional efforts and provide cohesive messaging across the University. Our collaboration will involve coordinating our marketing campaigns with University events and initiatives so our messages are consistent and integrated into the University's overall communication strategy.

The Regional Marketing Director will create new store promotions to generate excitement and build foot traffic in the UMW Bookstore. Promotional methods include:

CONNECTING WITH FACULTY AND STUDENTS: We will email students about the exciting new features at the UMW Bookstore, such as StudentFIRST Pricing and Free Priority Shipping. We will also tailor emails directly to the faculty to introduce the StudentFIRST Pricing, Faculty Portal, FacultyAssist, Collaborative Adoption Process, Course Materials Manager, and P-Team.

EVENTS: A "Meet and Greet" will allow the administration, faculty, and staff to meet the new UMW Bookstore's management team and staff. In addition, Textbook Brokers will have a "Grand Reopening" to allow students, parents, and the community to visit the new store and preview the new service layout and local product mix. Textbook Brokers will provide snacks, refreshments, and discounts for both events.

2. General Staffing

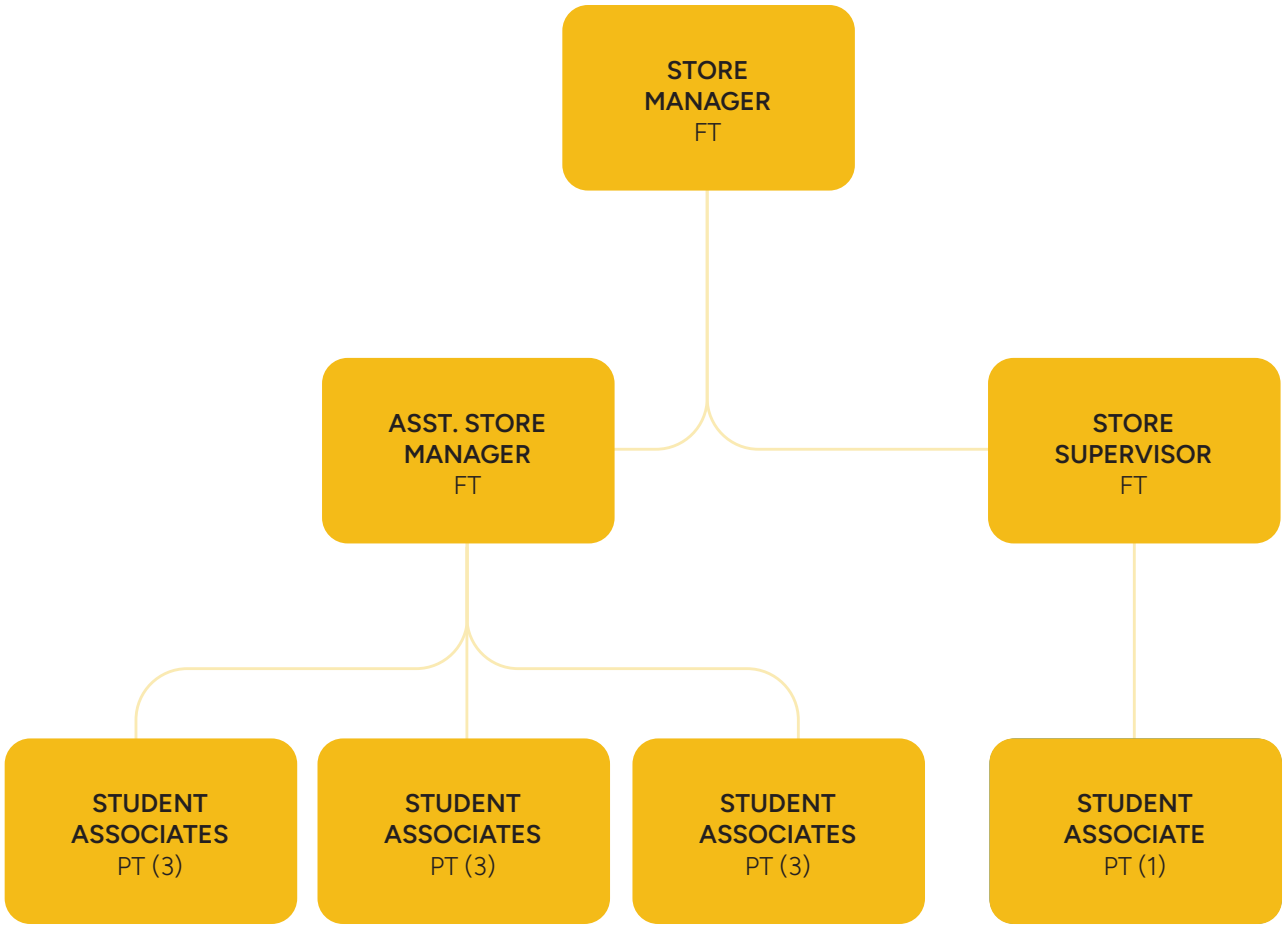
a. Outline strategies to ensure adequate staffing during peak periods, and methods to minimize checkout wait times.

A dedicated Concierge Counter Service Center, tailored to the diverse needs of faculty and students, will offer faculty course material adoptions, online order pickups, refunds, and general assistance with orders. This centralized hub will streamline and elevate the course material experience for faculty and students. In addition, the Concierge Counter Service Center

complements overall service levels by facilitating transactions for general merchandise, including impulse buys, snacks, small items, and drinks. The counter's placement will provide convenient access for customers entering or exiting, contributing to a cohesive shopping experience. A dedicated center will streamline the handling of course materials and general merchandise transactions, improving service efficiency.

Located strategically behind the Customer Service Center, will be the Course fulfillment center, which will focus on rapidly processing student orders, significantly reducing wait times and improving service delivery.

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.

Textbook Brokers owes much of its success to its in-store management teams. We will offer employees competitive benefits and various compensation plans. Just as Textbook Brokers customizes its services for each college, we will customize employees' benefits and compensation to meet personnel needs. At Textbook Brokers, we value our hourly employees immensely and are committed to providing them with a comprehensive benefits package tailored to meet their diverse needs. Our competitive benefits program includes various levels of coverage and specific employee contribution amounts, ensuring that our employees receive not only competitive but also customizable benefits options that enhance their well-being and job satisfaction.

HEALTH AND WELLNESS BENEFITS

All full-time employees, including those working a minimum of 30 hours per week, are eligible for health insurance which includes medical, dental, and vision coverage. Employees can choose between a Preferred Provider Option (PPO) and a High Deductible Health Plan (HDHP):

- PPO Plan: Offers a lower deductible where employees enjoy copays for primary care ($30) and specialist visits ($50). The bi-weekly employee-only premium rate is $164.85, with family coverage at $617.03.
- HDHP Plan: Features higher deductibles but lower bi-weekly premiums of $86.35 for employee-only coverage and $397.25 for family coverage. This plan pairs with a Health Savings Account (HSA), allowing pre-tax savings for medical expenses.

INSURANCE

- *Disability and Life Insurance:* We provide both short and long-term disability insurance to help protect employees' incomes, with premiums tailored to the coverage level chosen. Life insurance options are also available with affordable rates facilitated through payroll deductions to ensure ease of access for all employees.
- *Additional Insurance Options:* Including critical illness and accident insurance which help cover additional out-of- pocket expenses. For example, our accident insurance is available at a bi-weekly rate of $6.46 for family coverage, ensuring comprehensive protection against unforeseen events.

OTHER BENEFITS

- *Flexible Spending Accounts (FSAs) and Health Savings Accounts (HSAs):* Employees under the HDHP can contribute to HSAs with bi-weekly deductions tailored to their chosen coverage level, while those under the PPO can utilize FSAs to manage out-of-pocket healthcare costs effectively.
- *Retirement and Savings Plans:* We offer a 401(k) plan with a competitive company match, encouraging employees to save towards their retirement, enhancing their financial security.
- *Paid Time Off and Leave Policies:* Our generous PTO policies include vacation days, sick leave, and parental leave, supporting employees in maintaining a healthy work-life balance.

During our annual open enrollment period, we ensure that employees are fully informed about their benefits by providing detailed guides and direct support from our HR representatives. This empowers them to make the best choices for themselves and their families. Our commitment goes beyond just offering benefits; we prioritize helping our employees understand and effectively utilize them. We provide comprehensive support and resources, including personalized assistance from our dedicated HR team, enabling our employees to make well-informed decisions. By customizing benefits to meet the diverse needs of our personnel, we foster a supportive and rewarding work environment that values and invests in the well-being and satisfaction of every team member.

PERFORMANCE BONUSES

We reward the hard work and achievements of our employees with end-of-year and performance-based bonuses, reflecting our appreciation for their contributions to our success.

d. Explain how the Firm recognizes and rewards employees for exemplary customer service.

At Textbook Brokers, we value the dedication and commitment of our employees in delivering outstanding customer service. We recognize and reward exemplary service through a variety of initiatives designed to acknowledge employees who go above and beyond in ensuring customer satisfaction.

RECOGNITION PROGRAMS: We formally recognize employees who demonstrate exceptional service in our weekly meetings with all managers. In these meetings, employees receive public acknowledgment and other incentives.

INCENTIVES AND REWARDS: Employees who consistently exceed customer expectations may receive performance bonuses, gift cards, or additional time off as a token of appreciation. We also offer career advancement opportunities, reinforcing that exceptional service contributes to professional growth within the firm.

PEER AND CUSTOMER FEEDBACK: We encourage peer and customer nominations to highlight employees who have made a significant impact. Positive customer feedback is shared internally, and employees are recognized for their contributions.

ONGOING DEVELOPMENT AND ENGAGEMENT: We invest in our employees by providing training, mentorship, and career development programs. Recognizing that exceptional service stems from employee satisfaction, we foster a culture of support, motivation, and continuous improvement.

By implementing these initiatives, we ensure that our employees feel valued and motivated to maintain high standards of customer service, ultimately enhancing the overall client experience.

e. Specify the minimum qualifications required for key staff members.

Our proposed staffing plan will provide an unparalleled customer experience that sets Textbook Brokers apart from our competitors. We will build long-term relationships with the UMW community by maximizing the value of each customer's interaction with our products and services. Our customer-centric service model will serve as the cornerstone for our future success. While our plan is preliminary, if awarded a contract, we will further customize this plan to best meet the needs of UMW after consultation with UMW administration and store personnel. Textbook Brokers proposes staffing the UMW Bookstore as follows:

- Regional Operations Manager
- Regional Sales Director
- Store Director
- Assistant Manager(s)
- Procurement Team Director
- Regional Marketing Director
- Regional Merchandise Director
- Course Materials Manager
- Concierge Counter Service and Quick-Ship Teams

If another manager is needed, Textbook Brokers will deploy its regional support team to support uninterrupted day-to-day operations. As advocates for organizational stability and efficiency, our staffing plan will fulfill UMW's vision to successfully operate and manage the UMW Bookstore.

STORE DIRECTOR QUALIFICATIONS

The position of Store Director requires a candidate with a college degree and preferably prior multiunit management experience. The individual should possess strong leadership qualities and be able to take ownership of bookstore operations at an operational level. They should be energetic and able to promote a culture that aligns with the goals of UMW. Effective communication skills are crucial, as the Store Director will be responsible for communicating with and building relationships within the UMW community. The ideal candidate should understand bookstore operations and manage inventory, pricing, and merchandising effectively. They should also have excellent organizational and problem-solving skills to provide smooth day- to-day operations of the bookstore.

ASSISTANT MANAGER QUALIFICATIONS

The role of the Assistant Manager in the college bookstore is to provide support to the Store Director in various operational tasks. The ideal candidate for this position should possess a college degree and some prior supervisory or managerial experience. They will assist the Store Director in supervising students and other employees, so strong leadership and interpersonal skills are essential. The Assistant Manager should be highly organized, detail-oriented, and able to multitask effectively. They should understand bookstore operations and be familiar with inventory management and merchandising. Strong communication skills are crucial for collaborating with the Store Director and other staff members.

COURSE MATERIALS MANAGER QUALIFICATIONS

The role of the Course Materials Manager at

UMW requires an individual with a proven record in procurement and inventory management within the educational sector. A bachelor's degree is preferred, coupled with demonstrated experience fostering relationships with faculty members and coordinating course material operations. The ideal candidate should possess strong organizational skills and attention to detail to provide timely availability of course materials. Practical communication abilities are paramount as the Course Materials Manager will liaise with various UMW community stakeholders. Additionally, proficiency in utilizing technology platforms for procurement, such as Faculty Portal and Preorder Systems, is advantageous. This role demands adaptability and the ability to thrive in a fast-paced environment while maintaining a customer-centric approach to meet the evolving needs of faculty and students.

f. All employees of the Firm shall be the Firm's sole responsibility in terms of salary, benefits and taxes.

Textbook Brokers acknowledges that all bookstore employees will be our sole responsibility in terms of compensation, benefits, payroll taxes, and any other employment-related obligations.

We will maintain compliance with all applicable federal, state, and local labor laws while ensuring competitive wages and benefits to attract and retain high-quality staff members.

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.

We will ensure that all bookstore employees follow a professional and identifiable dress code that aligns with UMW's expectations. Each employee will wear a visible name tag and their UMW EagleOne ID while on duty, reinforcing accountability and approachability.

Our staff dress code is designed to balance professionalism, comfort, and practicality while representing both Textbook Brokers and UMW appropriately. Employees will be required to wear:

- A company-issued polo shirt or branded apparel in UMW colors for a professional and cohesive appearance.
- Neutral-colored pants or khakis (no jeans, leggings, or athletic wear) to maintain a polished and uniform look.
- Closed-toe shoes for safety, particularly for those handling inventory and shipments.
- A visible name tag and UMW EagleOne ID at all times to ensure proper identification and customer accessibility.

We will work with UMW to finalize uniform guidelines to align with university standards while allowing for functional work attire.

h. All personnel shall carry their University issued ID Card (UMW EagleOne Card) at all times while on duty.

All bookstore employees will be required to carry their UMW EagleOne Card at all times during their shifts. We will implement internal procedures to ensure compliance, including routine checks and reminders as part of employee onboarding and training.

i. UMW EagleOne Cards are non-transferable, meaning each employee shall have their own unique identification card.

We understand and support UMW's requirement that EagleOne Cards remain non-transferable. Each bookstore employee will be assigned their own unique ID, which will be used exclusively by that individual for identification, access, and other authorized purposes.

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.)

Textbook Brokers acknowledges that either we or the respective employee will cover the cost of acquiring and replacing UMW EagleOne Cards. We will communicate this policy to all staff members and ensure compliance with any future updates to the fee structure.

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.

We will establish a process to notify the designated Contract Administrator via email on the same day any employee begins or is removed from bookstore service. This will include providing relevant employee details such as name, role, and start/end date. Our internal HR team will oversee this process to ensure timely and accurate reporting to UMW, maintaining transparency and compliance with contractual requirements.

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.

All departing employees will return their UMW EagleOne Card, UMW-issued keys, and parking decal to the Contract Administrator within three (3) business days or as directed in writing by the Contract Administrator. We will implement an internal offboarding process to track and verify the return of these items, complying with UMW's security and operational policies. Our HR team will be responsible for coordinating with the Contract Administrator to confirm receipt of all returned items and address any outstanding matters related to employee departures.

m. Detail training offered to staff, including orientation and customer service.

At Textbook Brokers, we prioritize the education and preparation of our employees to boost every customer interaction and operational task. We provide ongoing training so all staff members are well-equipped to provide exceptional service and handle their responsibilities efficiently. We regularly train and evaluate employees at all levels throughout the year to maintain operational readiness and a customer-centric approach. We conduct additional training sessions and assessments for our staff to meet the demands of peak periods at the start and end of each semester. This process guarantees that personalized customer service is consistently delivered to every individual. We foster a culture of cross-functionality to instill a customer success mindset in each employee. While our team members have specific roles and responsibilities, they also receive training in various areas of the store. Our approach provides them with broad knowledge of all store operations and cultivates a more substantial portfolio of retail skills.

TRAINING INSTRUCTORS

The training for sales associates, assistant managers, and managers at the UMW Bookstore will be conducted by experienced personnel from Textbook Brokers, primarily the store director or assistant manager. These individuals possess experience in bookstore operations and management, guaranteeing that seasoned professionals conduct the training. Additionally, experienced student employees may also aid in training new hires, providing valuable insights and practical guidance from their firsthand experience working within the bookstore.

TRAINING METHODS

Our primary focus when building a team for UMW's store is customer success. During operational training, employees will complete our Customer Success Program. In this program, trainees are coached on best customer service practices. These techniques condition staff members to focus on providing customers with a

positive and individualized bookstore experience. Whether a customer speaks with a staff member about course materials over the phone or browses the bookstore for the perfect UMW-branded gift, our personnel are guaranteed to provide top-notch concierge service.

Our staff can achieve this level of service through the following training methods:

VALUE PROVISION TRAINING: UMW bookstore's staff are trained to bring value to students, whatever the case may be, whether it is helping students choose the most affordable course materials or helping them find the best-looking merchandise in their size for the next big event. As part of our training program, we emphasize the importance of informing customers about the most affordable options when purchasing course materials. For instance, if a student desires to buy all their course materials as new copies, our staff members will kindly inform them about the availability of cheaper used copies and explain our No-Risk Rental Process. We will provide transparency and professionalism in all interactions with our valued customers.

RESPONSIVENESS COACHING: Students expect quick service. During the training, UMW bookstore personnel are instructed to deliver answers or solutions to inquiries as quickly as possible. If a resolution to an issue isn't available immediately, UMW bookstore staff members are taught to contact the customer via telephone or email as soon as a solution arises. In addition, staff members are trained to follow a "two-ring" policy. If a customer calls the store, staff members are expected to answer the phone within two rings.

RELATIONSHIP BUILDING: Our personnel will develop and maintain strong relationships with students. Staff members are coached to communicate professionally yet be approachable with customers, actively engaging in conversations. During register training, we will utilize role-playing scenarios as a valuable tool to help new employees gain confidence in interacting with customers in a guided and low-pressure setting.

CUSTOMER ENGAGEMENT TRAINING: The UMW bookstore staff will learn how to engage and greet students enthusiastically. During the training process, staff members are instructed on establishing rapport by asking questions like, "How has your day been?" or "How has your semester been progressing?" Our staff will be coached to approach browsing customers and help whenever necessary.

TALENT LMS TRAINING

Textbook Brokers uses a web-based learning management system (LMS), Talent LMS, to train our sales associates, assistant managers, and managers. Our system offers role-specific courses designed to enhance their skills and knowledge. Each course is divided into units, allowing employees to study a section and assess their understanding through tests. We provide in-depth training regarding all technology and deliver ongoing support and training when technology is updated quarterly with new features.

The staff conducting the sessions will be trained and certified in utilizing the Talent LMS platform, providing a practical training experience for all

employees. They will have undergone training to effectively navigate the platform and deliver role-specific courses that strengthen the skills and knowledge of bookstore staff. Training resources such as instructional materials, manuals, and video tutorials will supplement the training and provide additional support for employees as they progress through the modules. The training program is structured to equip staff with the necessary tools and knowledge to excel in their respective roles at the UMW Bookstore.

- *Mentoring*—Textbook Brokers provides an experienced manager as a mentor for each staff member. This allows one-on-one training and expands on the training each employee has completed.
- *Weekly Meetings*—Group discussions are held with the President and management across the country to discuss operations for the current week and prepare for what's coming next.
- *Role Playing*—Textbook Brokers use role-playing to help staff members experience different situations or issues that might arise.
- *On-The-Job*—After an employee has been fully trained, Textbook Brokers' management oversees and uses real situations as training and learning opportunities.
- *Employee Skills Checklist*—Management will test employees' skill levels to confirm they are correctly trained.
- *Manager Trainee Program*—Textbook Brokers has a manager trainee program that lasts up to a year and creates industry and customer service experts.

n. The Firm shall pay student employees at or above the Commonwealth of Virginia minimum wage.

Textbook Brokers is committed to fair and competitive compensation for all employees, including student workers. All student employees will be paid at or above the Commonwealth of Virginia's minimum wage, adhering to all state and federal labor regulations. Additionally, we will monitor wage adjustments and cost-of-living changes to maintain compliance and remain an attractive employment option for UMW students.

o. The University reserves the right to request the reassignment of any employee, including temporary ones, for reasons determined by the University.

We recognize UMW's authority in overseeing bookstore operations and respect the university's right to request the reassignment of any employee, including temporary staff, for reasons it deems necessary. If a reassignment request is made, Textbook Brokers will respond immediately by addressing any concerns, transitioning the employee as needed.

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.

Textbook Brokers understands the importance of staying connected with the campus community and will employ students as valuable members of the bookstore team. We are committed to recruiting, hiring, and training UMW students who will manage and administer all customer-centric services offered by the UMW Bookstore. Recognizing their dedication and promotion of the UMW Bookstore, these student employees will receive competitive hourly wages commensurate with their roles and responsibilities. In appreciation of their contributions, student employees will enjoy attractive discounts on bookstore merchandise, textbooks, and course materials. As an added benefit, student employees will receive complimentary course materials each semester, helping alleviate the financial burden of education. To recognize outstanding performance and incentivize excellence, we will offer performance-based bonuses to student employees who demonstrate exceptional dedication and customer service.

MANAGER TRAINEE PROGRAM

We propose establishing an innovative Manager Trainee Program Internship to provide select students with hands-on experience and industry exposure. This program will offer participants the opportunity to develop essential skills in bookstore operations, customer service, and leadership under the guidance of seasoned professionals. By immersing interns in various aspects of bookstore operations, we aim to cultivate a new generation of industry and customer service experts who are equipped to thrive in the dynamic retail landscape.

Textbook Brokers will adopt a student recruitment and training plan to hire UMW students for part-time or casual positions at the UMW Bookstore. Our goal is to engage students in meaningful roles that contribute to the bookstore's success and provide valuable professional development opportunities.

RECRUITMENT STRATEGY

We will establish a strong presence on the UMW campus by participating in career fairs, informational sessions, and student organization meetings to promote job

opportunities at the bookstore. We will leverage UMW's online job portal to advertise available positions and streamline the application process for interested students. We will also encourage current student employees to refer their peers for open positions, offering incentives for successful referrals.

SELECTION PROCESS

All applications will be reviewed to assess candidates' qualifications, availability, relevant skills, and alignment with the bookstore's values. Shortlisted candidates will undergo interviews conducted by store management to evaluate their fit for specific roles and assess their commitment to customer service excellence. We will involve UMW students in hiring by including them in interview panels or seeking their input during candidate evaluations.

TRAINING AND DEVELOPMENT

Newly hired student employees will participate in an onboarding program to familiarize them with the bookstore's operations, policies, and customer service standards. Depending on their assigned roles (e.g., Concierge Counter Service Team, Quick- Ship Team), students will receive role-specific training tailored to their responsibilities, including handling customer inquiries, operating point-of-sale systems, and managing inventory. We will provide ongoing support and mentorship to student employees, offering regular feedback sessions, performance evaluations, and opportunities for skill development. To maximize flexibility and efficiency, we will implement a cross-training initiative that enables students to gain exposure to different aspects of bookstore operations, empowering them to take on additional responsibilities and advance within the organization.

F. Customer Service

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

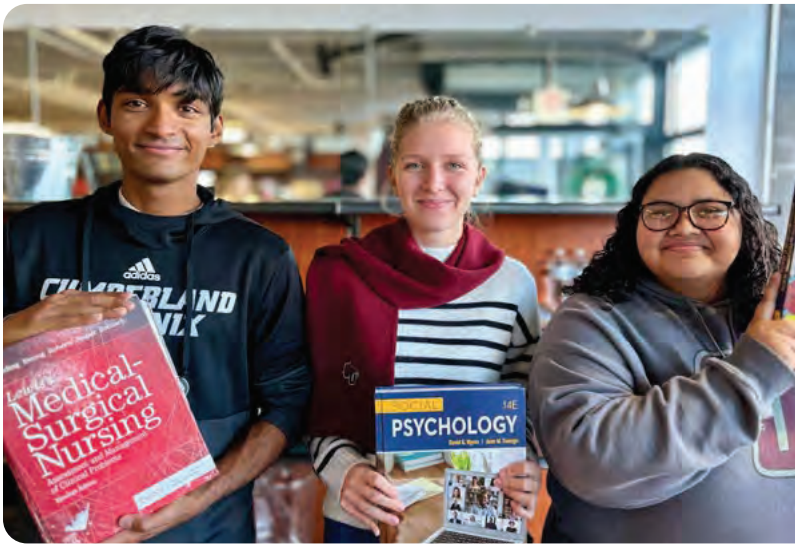
Textbook Brokers will deliver the highest customer experience at UMW. We value and respect our customers, and every interaction with students and their families allows us to meet their needs and foster real growth within the UMW community. We will implement customer-centric practices and offer competitive pricing comparable to the online marketplace to cultivate unprecedented growth in the UMW Community.

CUSTOMER SERVICE AVAILABILITY

During typical in-store business hours throughout the week, customer service team members will be readily available via telephone, email, or live chat to promptly address inquiries and assist customers. If UMW wishes to extend customer service availability to evenings and weekends, Textbook Brokers will designate on-call team members for continuous support during these extended hours. The goal is to offer flexibility and responsiveness tailored to UMW's preferences and peak periods of activity. During busy seasons, such as rush periods, students and other customers will receive timely assistance when they need it the most. Our response time for customer inquiries will be optimized to align with industry standards, providing efficient resolution to support a positive customer experience at UMW.

PUTTING STUDENTS FIRST

We believe that customer service starts with our pricing strategy. Students and their families will inevitably seek alternatives if our prices are not competitive online. To consistently grow our market share in all communities, we actively strive to exceed the expectations set by the online marketplace. Our online presence will align with the needs and expectations of our communities, and we will continuously explore opportunities to improve our services.



STORE-LEVEL SUPPORT

Textbook Brokers will deliver outstanding customer service. We understand the significance of making a lasting impression, as UMW's

reputation is tied to every student who visits our physical store or browses our bookstore website. Furthermore, we acknowledge the responsibility of actively participating in the community we serve. We will make every effort to cultivate positive experiences. Our staff will undergo an operational and customer service training program to guarantee proficiency. These initiatives include thorough training for our management and retail staff to address all inquiries. We also conduct semi-annual reviews to uphold a consistently high standard of quality customer service.

We will prominently display our contact information, including phone numbers and addresses, at the physical store and bookstore website for convenient customer communication. We will offer a variety of communication channels to cater to individual preferences, such as telephone, email, social media messaging, and website live chat. In addition, we have a Help Center on our website, which contains an up-to-date compilation of frequently asked questions to promptly and accurately assist our valued customers.

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

Textbook Brokers will deliver the highest customer service at UMW by ensuring accessibility, responsiveness, and quality support for students, faculty, and administrators. Our approach is centered on customer convenience, offering 24/7 online and phone support, as well as multiple communication channels to provide real-time assistance and resolve inquiries efficiently. We offer multiple support options based on customer preference to ensure that students and faculty receive timely assistance:

- *Phone & Email Support –* The Concierge Counter Service Team is available via phone or email to assist with textbook orders, returns, financial aid questions, and general bookstore inquiries.
- *Live Chat Assistance –* Students and faculty can engage in real-time conversations with a customer service representative rather than an automated system, ensuring a personalized experience.
- *Faculty-Specific Support –* Faculty members can contact the Course Materials Manager and P-Team via video conference, email, or live chat for textbook adoption, order status updates, and procurement assistance.
- *Extended Support During Peak Periods –* To accommodate high-traffic periods such as semester start-ups and finals week, additional on-call team members will be designated to provide evening and weekend support, ensuring timely resolutions during peak demand.

CUSTOMER SERVICE RESPONSE TIMES

Textbook Brokers maintains industry-standard response times to handle customer concerns quickly and effectively. Students and faculty can expect immediate assistance via live chat and phone support during regular business hours, while email inquiries will be answered within 24 hours. Our support team prioritizes time-sensitive requests for urgent matters, such as digital access issues, shipping delays, and order modifications. Additionally, customer service quality is monitored through regular training sessions, performance evaluations, and response time tracking.

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

At Textbook Brokers, we will seek opportunities to add value to the customer experience. We understand the importance of providing various convenient platforms for customers to express their feedback, whether it's sharing their praises, complaints, or suggestions. By operating a customer-centric feedback system, we empower our customers and give them complete control over the services they receive. Our dedication to our customers sets us apart, resulting in higher customer satisfaction and retention. Through positive peer-to-peer interactions and word-of-mouth referrals, we continue to expand our customer base.

WEB-BASED SOFTWARE: Textbook Brokers leverages Podium's web-based platform to streamline the collection of customer reviews. This modern approach provides an authentic and valuable source of insights from previous customers. We engage customers through text and email to gather hundreds of reviews on Google and other reputable review sites. This process fosters confidence and trust among new customers and provides them with valuable information before purchasing in our bookstore.

MARKETING RESEARCH: Extensive research on consumer behavior, trends, and brand reputation has propelled Textbook Brokers to streamline effective customer communication. We identify marketplace opportunities and fulfill our commitment to prioritizing Students First. Textbook Brokers will collaborate with UMW's marketing department to gather, analyze, and interpret information about their unique market landscape. This collaborative effort empowers us to enhance our services and cater to students' needs.

SOCIAL MEDIA: Textbook Brokers employs social media platforms to better understand each customer's preferences, requirements, and aspirations, surpassing mere personal preferences. Additionally, we actively promote customer engagement through polls and feedback, using "Ask me a Question" and "DM-me" (direct message me) posts to enhance customer satisfaction.

FEEDBACK RESPONSE TIME

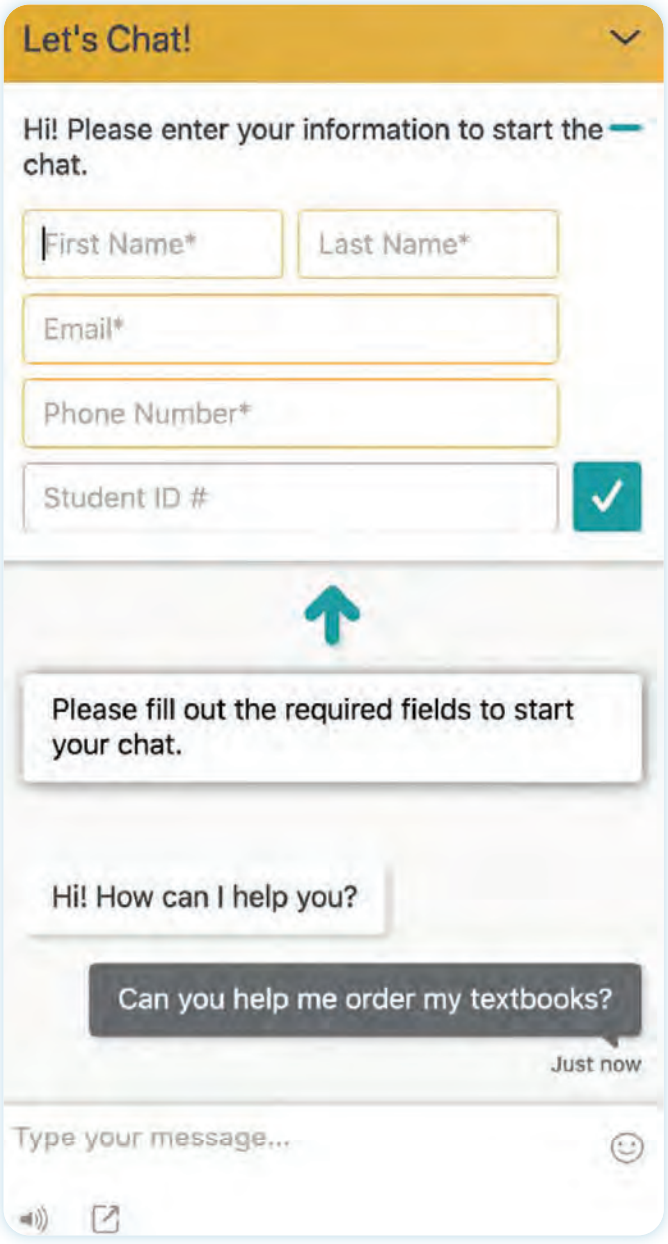
At Textbook Brokers, we prioritize responsiveness and promptly address every customer's feedback. Our expected turnaround time for responding to customer service feedback is within 24 to 48 hours of receipt. This timeframe allows us to promptly acknowledge and address any concerns, complaints, or suggestions shared by our customers, demonstrating our commitment to their satisfaction and our dedication to continuous improvement. Upon receiving feedback through various channels such as Podium's web-based platform, email, social media, or direct communication in-store, our customer service team immediately assesses the nature of the feedback and assigns it to the appropriate department or staff member for resolution. Whether it's a technical issue, product inquiry, or service complaint, every piece of feedback will receive the attention it deserves. We prioritize immediate response and resolution for urgent or critical matters to minimize any inconvenience or dissatisfaction experienced by the customer. Our goal is to address and resolve customer concerns efficiently and effectively, maintaining open lines of communication and fostering trust and confidence in UMW's brand.

Additionally, we will continuously monitor and track customer feedback trends and patterns to identify recurring issues or areas for improvement. We can proactively implement changes and enhancements to our products, services, and processes by analyzing feedback data to better meet UMW's needs and expectations.

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

Should an issue or question arise, we want customers to be able to contact us on their terms and in a way they are comfortable with 24/7. As such, Textbook Brokers has several platforms to facilitate customer support, such as:

- *Phone or Email*—The Concierge Counter Service Team will be available to provide customer support services, such as answering emails and calls to answer questions or resolve issues.
- *Course Materials Manager/P-Team*—Faculty can contact the Course Materials Manager and P-Team via video conference and live chat.
- *Live Chat*—Textbook Brokers allows customers to engage with a dedicated customer service representative in real time, so their inquiries are addressed by a human agent rather than an automated system. Implementing live chat has proven to be immensely successful in facilitating efficient communication and gathering valuable feedback from our customers.



Alongside our customer service contact methods, Textbook Brokers will introduce a dedicated faculty feedback system to address UMW faculty's unique needs and experiences. Our system will include tailored

surveys distributed via email at the end of each academic term to assess faculty satisfaction with services related to course material adoptions, ease of use of the Faculty Portal, and overall support from the bookstore staff. We will also host semi-annual focus groups with faculty to gather in-depth insights and foster open dialogue on how the bookstore can better support their academic goals.

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).

Textbook Brokers' websites serve as extensions of our partnered institutions, providing students with continuous access throughout the year. Our websites offer various services, including convenient purchasing of course materials and merchandise. Students can find answers to commonly asked questions, chat with knowledgeable bookstore employees, and quickly contact our staff. Our user-friendly interface will provide seamless interactions and a high level of professionalism.

Textbook Brokers will optimize the UMW Bookstore website to maximize search engine visibility and traffic. Our marketing team, in conjunction with our specialized IT associates, will increase digital sales by actively working to eliminate barriers on the website, such as the time it takes to complete an order.

FEATURED PRODUCTS: Textbook Brokers' dynamic website will highlight new merchandise and categories through featured products, specific links to popular categories, and website banners. We will drive online consumer engagement and sales by spotlighting new product lines and other categorized merchandise.

GRAPHICS: Textbook Brokers' website highlights new merchandise and categories through

featured products, specific links to popular brands, and website banners.

Our platform follows WCAG 2.1 AA guidelines, ensuring full accessibility for students, faculty, and staff. The website is compatible with screen readers (JAWS, NVDA, VoiceOver), supports keyboard navigation, and maintains a 4.5:1 contrast ratio for text readability. All images feature descriptive alt text, and users can adjust font sizes for better visibility.

STEP-BY-STEP

The website's functionality has been built to enhance the shopping experience and reduce the total transaction time for all students. Our website's checkout process takes fewer than ten clicks and five minutes or less to complete.

Textbook Brokers' platform meets PCI-DSS standards, ensuring all financial transactions are secure. We implement SSL/TLS encryption, tokenized payments, and fraud detection systems to safeguard customer information. Multi-factor authentication (MFA) is available to prevent unauthorized access. UMW's custom website for its bookstore will be optimized for compatibility with all web browsers and mobile devices, allowing students to browse and order course materials and merchandise at their convenience. The dedicated website will feature a Help Center, addressing frequently asked questions about course materials, merchandise, and more, offering a valuable resource for students seeking information. To enhance the online shopping experience, Textbook Brokers will implement a live chat function on the UMW Bookstore website, staffed by a dedicated customer service team during in-store business hours. This real-time communication channel will enable students to interact with knowledgeable team members, get answers to their questions, receive assistance, and enjoy a smooth online shopping experience.

OPTIMIZED ACCESSIBILITY

Our eCommerce sites support all modern evergreen browsers and many previous versions of those and other browsers, including Chrome, Firefox, Safari, Opera, Edge, Mobile Safari, Android Browser, and Edge. Our eCommerce sites currently utilize Foundation Framework Version 6 as the baseline for our front end. Details can be found online at https://foundation.zurb.com/sites/docs/ compatibility.html.

BUILT MOBILE FIRST

Our eCommerce sites have been designed with a mobile-first approach, ensuring seamless user experience across devices of all sizes, ranging from smartphones to desktop monitors. To guarantee optimal performance, our IT team conducts rigorous testing using virtual browsers scaled to various device sizes, as well as testing on physical devices, including iPhones, iPads, and multiple Android phones and tablets. It features responsive design, touch-friendly navigation, and fast-loading pages to optimize the user experience. We support mobile wallet payments (Apple Pay, Google Pay) and leverage Progressive Web App (PWA) technology to enable offline browsing. We prioritize incorporating native

elements wherever feasible, allowing for an enhanced user experience. For instance, we utilize drop-down menus, enable the ability to directly call our bookstore by clicking on the phone number, and leverage Mobile Safari's capability to scan credit cards. These features simplify the checkout process by automatically populating the required fields with ease and security. Furthermore, we provide integration with on-campus partners, enabling students to access a comprehensive list of their courses with the needed materials and any relevant notes from their professors. With just one click, students can conveniently navigate to the relevant resources, streamlining their academic experience. Textbook Brokers strives for clarity, professionalism, and a user-centric approach to ensure a seamless and efficient e-commerce experience for our customers.

MAINTAINING THE WEBSITE

The website for UMW's bookstore will be professionally developed, managed, and regularly updated by Textbook Brokers' experienced team. The Regional Marketing Director, Alex Sherrod, will oversee the website's design and overall aesthetics for a polished and modern appearance. Regular updates, including new banners, homepage refreshes, and Help Center updates, will be implemented to keep the content current and engaging. In parallel, the Regional Merchandise Director, Kelsey Swoape, will handle the merchandise section, regularly incorporating new products and product images and facilitating ongoing sales promotions. Technical support for maintaining the website will be robust, provided by Textbook Brokers' dedicated team, ensuring seamless functionality, quick issue resolution, and optimal user experience for students and faculty.

24/7 ACCESS TO COURSE MATERIALS

Textbook Brokers will develop a customized UMW Bookstore website, offering students 24/7 access, 365 days a year.

The website allows students to easily order their textbooks, course materials, Best Buy items, and retail merchandise online. When placing orders online, they can choose in-store pickup or have the items shipped directly to a specified address, offering them flexibility and convenience. Students and faculty will also be able to inquire about course materials and retail merchandise directly on the website using live chat, which will be staffed by trained customer service team members rather than automated responses.

FULFILLED BY BEST BUY

Textbook Brokers has formed a strategic partnership with Best Buy to offer their entire range of products, consisting of over 170,000 items. If UMW decides to participate in this program, either now or in the future, the whole Best Buy product catalog will seamlessly

integrate into the UMW bookstore's website. Students can conveniently purchase their textbooks while exploring various technology-related items such as laptops, TVs, headphones, smartwatches, and other products that enhance their college experience. Additionally, UMW administrators can procure multiple items from Best Buy, including appliances, electronics, desks, and more, through the UMW Bookstore.

BEST BUY ECOMMERCE INTEGRATION

Our eCommerce store offers seamless integration with Best Buy products, allowing customers to easily access them directly from the front page. They can do so by clicking on the Best Buy tab at the top of the website header or using the links conveniently placed throughout the homepage. Upon clicking the dropdown tab, customers will find curated categories to explore. Each category opens up a comprehensive list of Best Buy products specific to that category, offering a wide range of choices.

Additionally, customers can access all other categories through the dropdown tab and several different product categories from the same page. To further enhance their search experience, customers can utilize the search bar and sorting features to refine their search according to their preferences.

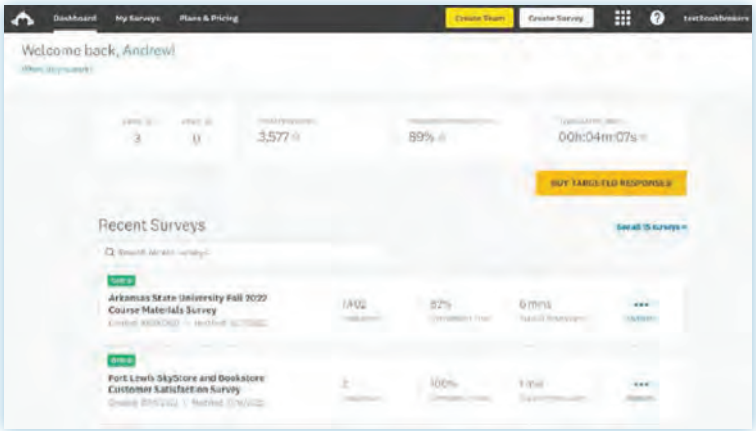
GEEK SQUAD TECH SUPPORT & REPAIR DROP-OFF

The UMW Bookstore website can incorporate Best Buy's Geek Squad technology troubleshooting and repair services, providing students access to reliable tech support. The bookstore can establish a designated Geek Squad repair drop-off location, allowing students to submit their devices for repair.

G. Assessment

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.

As part of our commitment to providing exceptional customer service at UMW, Textbook Brokers will implement a perpetual customer service survey system to gather feedback from customers on an ongoing basis. This system will integrate Google Forms into the bookstore website, allowing customers to access and submit feedback easily at their convenience. The survey will cover various aspects of the bookstore experience, including product selection, staff assistance, cleanliness, and overall satisfaction. To enhance accessibility and encourage participation, we will set up in-store customer feedback stations with tablets displaying the survey, where customers can leave reviews instantly. These stations would be strategically located within the bookstore for maximum visibility and convenience. Incentives such as discount codes on merchandise would be offered to customers who take the time to complete the survey, encouraging participation and ensuring a steady stream of feedback. We will implement additional feedback channels to complement our online and in-store surveys, such as customer satisfaction interviews during high-traffic periods at the bookstore and an annual online forum for students and faculty. These interviews and forums will allow us to collect qualitative insights that enrich our understanding of the bookstore's performance and the community's evolving needs.



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

The surveys will be tallied and reviewed regularly by Textbook Brokers' management team, with data and insights shared with UMW's Business Services as frequently as necessary. We propose examining survey results every quarter, allowing us to promptly identify trends, address any emerging issues, and continuously improve the customer experience. Our management team will use advanced analytical methods to interpret survey data, focusing on key performance indicators such as net promoter scores, satisfaction levels across different service aspects, and trend analysis over time. This data will be visualized in quarterly reports and shared with UMW Business Services to promote transparency and foster collaborative discussions on targeted improvements. Additionally, any urgent or significant feedback will be shared with UMW Business Services for timely resolution and alignment with UMW's expectations and standards for bookstore operations. Our perpetual customer service survey system will foster open communication, strengthen customer satisfaction, and drive continuous improvement at the UMW Bookstore.

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

Textbook Brokers implements an escalation protocol to quickly identify and resolve urgent issues, minimizing disruptions for UMW students and faculty. We prioritize efficient communication, rapid response times, and personalized support, ensuring that all concerns are addressed with professionalism and urgency. Our escalation framework begins with frontline support, where trained staff assist customers through multiple communication channels, including phone, email, live chat, and in-person inquiries. If an issue cannot be resolved at this level, it is immediately escalated to the Concierge Counter Service Team or the Course Materials Manager/P-Team, depending on the nature of the concern. These specialized teams have the decision-making authority to implement solutions quickly, whether it involves order fulfillment delays, textbook availability, billing discrepancies, or system access issues.

For high-priority concerns that require further resolution, such as technical failures in the textbook adoption system, digital access issues, or large-scale order disruptions, the issue is escalated to senior management within Textbook Brokers. In these cases, our rapid-response team collaborates with UMW's administration and IT support to implement immediate solutions while maintaining clear communication with affected customers.

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

Textbook Brokers will maintain high operational standards and address any performance issues promptly. We will implement a multi-step resolution process to ensure that concerns raised by UMW are addressed while maintaining operational continuity and service quality.

Any performance concerns raised by UMW, students, faculty, or bookstore staff will be documented in detail, including the nature of the issue, the impact, and any relevant supporting information. A designated point of contact from Textbook Brokers will be responsible for logging all issues and ensuring proper follow-through. Performance concerns may be identified through direct feedback from UMW's Contract Administrator, periodic performance reviews, customer feedback, or internal monitoring.

For urgent issues (e.g., critical service failures, compliance violations), our management team will initiate a response within 24 hours to mitigate any immediate impact and prevent further disruptions. For non-urgent concerns, we will conduct an assessment within three business days to determine the root cause and develop corrective actions. We will engage all relevant stakeholders, including UMW representatives, to fully understand expectations and required improvements. Upon completing the assessment, we will develop a Corrective Action Plan (CAP) that includes:

- Specific corrective actions required to resolve the issue.
- Timelines for resolution and expected milestones.
- Personnel responsible for executing corrective measures.
- Preventative strategies to ensure the issue does not recur.

The CAP will be shared with UMW's Contract Administrator for review and input before implementation.

We will conduct follow-up evaluations to measure the effectiveness of corrective actions and confirm sustained improvement. Regular progress updates will be provided to UMW, outlining the status of resolutions and any additional adjustments needed. If necessary, additional staff training, process modifications, or operational enhancements will be implemented. If an issue is not resolved satisfactorily within the agreed timeframe, it will be escalated to senior management at Textbook Brokers for further intervention. We will collaborate with UMW leadership to explore alternative solutions, such as staffing changes, workflow adjustments, or new operational strategies to address persistent challenges. We will conduct periodic performance reviews with UMW to proactively address potential issues before they escalate. Lessons learned from past issues will be used to refine our processes and enhance bookstore operations over time.

H. Course Materials

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.

Textbook Brokers has developed a versatile business model that leverages skilled personnel and proprietary technology to deliver exceptional service and affordable course materials. As the official campus bookstore for numerous educational institutions nationwide, Textbook Brokers has successfully adapted its model to meet the ever-changing landscape of higher education. Our stores are backed by dedicated corporate support teams that provide training and assistance, enabling on-site staff to make informed decisions. We offer a tailored experience that grants each institution complete control over its brand; we go beyond a simple partnership. Textbook Brokers seeks to become an integral part of the UMW family and demonstrate how our StudentFIRST Pricing, efficient delivery services, dynamic web presence, and diverse product selection add value to an already thriving UMW!

STUDENTFIRST PRICING

When students and parents find that the prices at the campus bookstore are comparable to those on online marketplaces, it fosters trust in the college. It assures them they are treated fairly and not exploited as a captive market. Textbook Brokers revolutionizes the bookstore concept by regularly updating rental prices to match or beat those offered by online marketplaces. This guarantees that both in-store and online shoppers receive the most cost-effective pricing available on the market.

TECH STACK

Textbook Brokers has a Tech Stack comprised of exclusive technology designed to enhance market share and drive sales growth. One of our proprietary tools is StudentFIRST Pricing, which allows us to adjust pricing dynamically throughout the semester rather than annually. This flexibility enables us to adapt quickly to changes in content delivery and the evolving bookstore industry. We stay ahead of the curve to offer each institution innovative solutions that align with the latest trends and advancements, such as Equitable Access.

USED BOOKS

Used books are critical to improving course material affordability for students who choose to purchase their books. Textbook Brokers takes this to heart and has kept students front of mind to create a business model that puts Students First. Textbook Brokers has accomplished this

feat by "reimagining the bookstore experience" to maximize the used book selection through a revolving used book rental inventory.

Our P-Team will work daily to improve affordability by increasing the used book selections. Each team member procures used books through textbook buyback, its network of stores and warehouses, B2B sellers, and wholesaler partners. Textbook Brokers also utilizes state-of-the-art ordering technology that gives access to more used textbooks through a nationwide online buyback marketplace consisting of hundreds of bookstores and thousands of sellers. Recognizing the significant cost savings that used books provide to students, we have developed a strategic approach to maximize their availability.

RETENTION OF PURCHASED USED BOOKS

We will provide a continuous supply of used books by prioritizing retaining books bought from students at UMW, particularly those titles that will be required for the following semester. Keeping these books in circulation within the same academic community helps maintain lower prices and reduces the need for students to seek out more expensive new editions.

PROCUREMENT FROM EXTERNAL SOURCES

When additional copies are required to meet student demand or specific titles are unavailable through our buyback program, Textbook Brokers will seek used books from other bookstores and companies. Our P-Team leverages a network of business-to-business sellers and wholesaler partners to source these books. Additionally, we utilize advanced ordering technology that taps into a nationwide online buyback marketplace. This network includes hundreds of bookstores and thousands of sellers, allowing us to source high-quality used books that are not immediately available in our inventory.

DAILY OPERATIONS AND TECHNOLOGY UTILIZATION

Our daily operations are focused on continuously monitoring course material lists and enrollment numbers to anticipate and meet the demand for used books. Our state-of-the-art ordering technology facilitates efficient procurement and enables us to offer the most competitive prices. We can dynamically adjust our inventory based on real-time sales data and historical buying trends to have the right books at the right time. These strategies will maintain a solid supply of affordable used books, supporting our commitment to affordability and sustainability. This approach benefits students by providing more cost-effective buying options and supports UMW's objectives of reducing the overall cost of education.

RENTAL PROGRAM

When renting textbooks, students often feel disappointed with the detailed terms of conventional "price match" programs. Similarly, they can encounter frustration when dealing with buyout programs at the end of the semester, especially if they decide to keep their rented books. Most rental programs impose substantial buyout fees, except for Textbook Brokers. At Textbook Brokers, if a student chooses to retain a rented book, they can apply the rental price towards the purchase price rather than paying the entire purchase price in addition to the rental cost. All (100%) of the physical textbooks will be available for rental. This would exclude workbooks, lab manuals, customs, and consumable or one-time-use materials.

MORE PRODUCTS, MORE SAVINGS

The No-Risk Rental Program offers more titles, supplies, and technology than any competing provider. Rentable materials include:

- Textbooks, including hardback, paperback, digital, loose-leaf, and trade
- Bundles and packages
- Calculators and in-class response devices (clickers)

NO-UPCHARGE PRICING

Students do not have to worry about paying an upcharge for a new book rental. There is only one (1) rental price, regardless of whether the book is new or used.

TAILORED EXPERIENCE

Students can rent their physical or digital course materials online 24/7/365. In addition, students may highlight or take notes in their book rentals.

SIMPLE PURCHASES

When deciding to rent or purchase, students often ask if they should rent a book for $30 or buy one for $100. Wouldn't students rather find out if they want to keep the book first before paying the full purchase price? Textbook Brokers eliminates the need to make hard decisions. Students can save $70 upfront by renting their books first and have until the end of the semester to pay the remaining balance.

RETURNS MADE EASY

Students can return their rentals in-store at the end of each semester, drop them off at our local stores, or mail them back.

STAYING CONNECTED

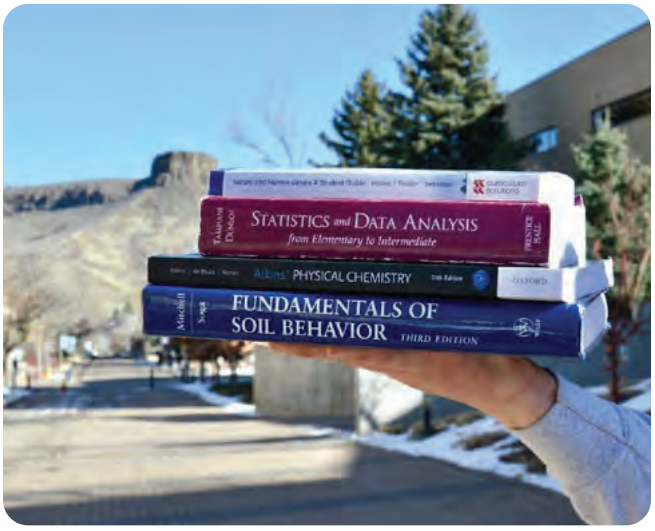
Textbook Brokers proactively remind students about the rental return due date by sending emails and text messages. Even if a rental is overdue, students have a seven (7) day grace period to return their rentals without any additional extension charges or fees.

STUDENT BEHAVIOR

Many students typically conduct research on the required materials for their courses each semester by visiting the website of their campus bookstore. During this research process, they often check the pricing offered by the campus bookstore first and then search for more affordable options in the online marketplace. When they discover cheaper alternatives, they rent or purchase from those online platforms without considering the possibility of the campus bookstore offering a price match. Students who have tried to utilize the price match programs offered by traditional providers often become frustrated due to the complexities outlined in the fine print. Furthermore, during the Fall 2020 semester, approximately 80% of students started their purchases online due to the COVID-19 pandemic, and they could not take advantage of real-time price-matching mechanisms.

OUTRENTING THE COMPETITION

Textbook Brokers reimagines the "bookstore experience" by eliminating the need for students to price-match or shop elsewhere. Our P-Team and Real-Time Tech offer pricing that is competitive with the online marketplace, guaranteeing affordable pricing for students who shop in-store or online.



REAL RENTAL RESULTS

In November 2020, at the height of the pandemic, we transitioned Dalton State College and Atlanta Metropolitan State College bookstores from Follett to Textbook Brokers. Both store's rental results are staggering:

DALTON STATE BOOKSTORE

Rental Units Up

316%

Average Rental Price

$38.59

Follett rented 337 Fall 2020 while Textbook Brokers rented 1,402 Fall 2021.

ATLANTA METRO BOOKSTORE

Rental Units Up

190%

Average Rental Price

$47.79

Follett rented 90 Fall 2020 while Textbook Brokers rented 261 Fall 2021.

DIGITAL

Textbook Brokers is dedicated to staying at the forefront of the evolving digital content landscape, which is experiencing increased demand from faculty and students. In line with our commitment to surpassing customer expectations, we have implemented various measures to adapt to these dynamic trends. By offering our partners the latest digital course material solutions, we aim to meet their ever-changing needs effectively.

RETAIL DIGITAL PROVIDER: VitalSource is the leading education technology solutions provider committed to helping partners create, deliver, and distribute affordable, accessible, and impactful learning experiences worldwide. As a recognized innovator in the digital course materials market, VitalSource is best known for partnering with more than 1,000 publishers and resellers to deliver extraordinary learning experiences to millions of active users around the globe today. They power new, cutting-edge technologies designed to optimize teaching and learning for maximum results.

VitalSource delivers a high level of service and personalized preferences to its users through some of the following benefits:

- *24/7/365 Live Chat Support*—Students and faculty can access live chat support 24/7, 365 days a year. This ensures that users can receive immediate assistance with any queries or issues they encounter while accessing or using e-books. VitalSource's commitment to prompt service means that responses are provided within 2 minutes or less, ensuring minimal disruption to users' academic activities.
- *Email Support*—In addition to live chat, users can contact support via email. VitalSource guarantees a response time of 8 hours or less for email inquiries, ensuring that users receive timely assistance and resolution to their concerns.

- *Digital Rental and Purchases*—Students can purchase and rent digital materials with variable license lengths to provide flexible pricing options. This tiered pricing model allows students to pay for the specific duration they need to access the e-book, optimizing cost-effectiveness and affordability. Whether it's a semester-long rental, a 30-day rental, or a purchase, students can choose the option that best fits their academic requirements and budget.

OER

Open Educational Resources (OER) are course materials that provide students a nominally free, easily accessible starting point in their education. Available through several distributors, Textbook Brokers bridges the gap between OER and students by providing reliable distribution, easy integration, and detailed analytics.

AFFORDABILITY ADVOCATES: OER titles provide a cost-effective course materials solution for instructors and students. Available as digital or physical products, Textbook Brokers works with faculty to ensure these products serve their teaching needs and keep prices low for students, their families, and the University.

DIGITAL OER CONTENT: Textbook Brokers' digital courseware provider, VitalSource, offers a large selection of OER course materials, including materials from OpenStax, California State University System's Affordable Learning Solutions, COOL4ED, SkillsCommon, Merlot, and many others. VitalSource continually expands its OER partnerships and seeks to add new OER content to the VitalSource catalog. Their catalog includes OER content across various subjects, including general education and vocational content. All content is discoverable and adoptable through VitalSource and can be adapted and enhanced through their authoring platform, the VitalSource Content Studio®.

DIGITAL DISTRIBUTION: A version of all OER course materials is made available digitally at no cost to students; however, VitalSource also offers enhanced OER course materials by providing the following services and features:

- Content delivered in EPUB3 format, offering a fully accessible, reflowable, and mobile-friendly reading format, as well as integrations with all major LMS systems
- A leading authoring platform, VitalSource Content Studio®, to alter or enhance OER and instructor-created content
- 365, 24/7 student and instructor support and analytics dashboards to help institutions and instructors understand student engagement with course content

REMIXING OER CONTENT: The most exciting aspect of OER comes once you have adopted it and selected your content provider(s). Whether you choose to go with OpenStax, MERLOT, or a combination of several open educational resources, reusing, revising, remixing, and redistributing is where it comes into its own. VitalSource Content Studio® has PDF import functionality that allows users to extract text and images from PDFs and create impactful learning materials without knowledge of HTML, CSS, or user interface design. Once the PDF content is imported into Studio, it is converted to the EPUB 3 format. It can be fully accessible for those with visual, auditory, and mobility impairments and is fully reflowable on mobile devices. Once OER content is imported into VitalSource Content Studio®, users can work on the base text, adding interactive features such as videos, audio clips, and interactive practice questions. The process is incredibly straightforward, and the VitalSource Content Studio® team can support you.

NURSING KITS & LAB SUPPLIES

Textbook Brokers collaborates with faculty to develop nursing kits that align with UMW's program requirements. These kits include

essential tools such as stethoscopes, blood pressure cuffs, gloves, and diagnostic sets so students receive the exact materials needed for their coursework. Additionally, we procure lab supplies, including microscopes, dissection kits, and safety goggles, in compliance with faculty specifications. We follow industry and educational standards for the timely delivery of these materials before the start of each academic term, preventing any disruptions in laboratory or clinical coursework.

COURSE-SPECIFIC TOOLS & TECHNOLOGY

To support various academic disciplines, Textbook Brokers provides a broad selection of specialized course materials tailored to the needs of UMW students. We supply drafting kits, rulers, and graphing paper for engineering and architecture programs. In math and science courses, we offer scientific and graphing calculators, such as the TI-84 and TI-Nspire. Business and economics students can access financial calculators, data analysis software, and case study compilations, while digital and online learning is supported with class clickers, adaptive learning platforms, and access to publisher-hosted courseware such as Pearson MyLab, McGraw Hill Connect, and Cengage MindTap. By offering a wide range of academic tools, we ensure students can access the technology and resources required to excel in their respective fields.

2. Describe any other student and faculty academic materials and services you offer.

a. Discuss your approach to custom publishing and course packs.

Textbook Brokers takes pride in offering a comprehensive custom publishing and course pack program designed to meet the unique needs of faculty and students at UMW University. Our partnerships with various publishing companies provide faculty members representation and support throughout the custom publishing process. Utilizing VitalSource's Content Studio platform, Textbook Brokers enables creating and distributing custom-published materials and course packs. Faculty members can collaborate with our team to develop content digitally, ensuring accuracy and relevance to their course objectives. These materials can then be distributed via VitalSource's Bookshelf platform, offering students convenient access to digital course materials across multiple devices. Textbook Brokers can provide custom lab manuals in digital and print formats, ensuring timely availability for lab-based courses. The faculty can customize content using our publishing platform, and printed manuals are produced on demand for convenient student access.

Furthermore, Textbook Brokers offers the flexibility of printing custom course packs as physical copies for students who prefer traditional textbooks or courses where digital access may not be feasible. Our print-on-demand services ensure the timely production and delivery of printed materials, eliminating the need for excess inventory and minimizing waste. In addition to content creation and

distribution, Textbook Brokers provides comprehensive support for faculty, including royalty management, billing and collections services, and robust reporting capabilities. Faculty can rely on our expertise to streamline the custom publishing process, allowing them to focus on delivering high-quality education to their students. In addition to course packs, faculty can request customized supplementary materials such as study guides, problem sets, and case study collections. These materials can be distributed digitally or printed on demand to meet course needs.

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.

Textbook Brokers complies with the letter and spirit of the Higher Education Opportunity Act (HEOA). To ensure compliance with textbook laws and the HEOA, we will accept all responsibilities associated with disseminating adoption and pricing data to interested parties. All course materials and adoption data will be displayed on the website after the faculty submits them and confirms them with the Textbook Brokers' Procurement Team.

- The website will display a picture of the course materials and related course material information, such as the author, title, ISBN, publisher, edition, requirements, pricing, quantity, and rental due date.
- If course material information hasn't been submitted, the website will display "Textbook for this course are to be determined. Please check back with us to purchase your textbooks."

Textbook Brokers adheres to all requirements under the Higher Education Opportunity Act (HEOA) to ensure students have clear access to textbook pricing, edition details, and course material requirements prior to registration. We will provide cost-saving alternatives such as rental programs, used books, and Inclusive Access (IA) digital options to help reduce student expenses. We will maintain full compliance with textbook disclosure requirements, ensuring transparency in course material selection and availability.

Our certifications ensure compliance with security standards and demonstrate a proactive approach to risk management and data security. Our security measures safeguard all aspects of our cloud-based services, and we remain a trusted partner for educational institutions.

c. How will you integrate registration of the semester with course materials purchases?

We have developed a seamlessly integrated system that connects semester registration with course material purchases, ensuring students have quick, accurate, and convenient access to their required textbooks and digital resources.

AUTOMATED REGISTRATION INTEGRATION FOR COURSE MATERIAL ACCESS

Our process is built on advanced integrations that eliminate manual searching and streamline purchasing. This is made possible through:

- *Student Schedule File Integration:* We receive a student schedule file from the school, which shows the courses each student is enrolled in. This data allows us to automatically link the correct course materials to each student's account, eliminating guesswork and ensuring accuracy.
- *Student ID & SIS Search:* Students can also access their required materials by either:
  - Entering their student ID on our bookstore website, which retrieves their enrolled courses and corresponding materials.
  - Searching their courses via the SIS, which displays their personalized textbook list on the bookstore website. Students simply search for their materials using their ID in the SIS or bookstore website, make course material type (physical or digital), click add to cart, and complete the checkout process.

SEAMLESS CHECKOUT WITH SSO INTEGRATION

To make transactions even easier, we have implemented Single Sign-On (SSO), allowing students to log in using their university credentials. This ensures:

- A frictionless experience without the need to create new accounts.
- A secure and efficient checkout process for purchasing course materials.
- Seamless access to digital materials without delays.

AUTOMATED COURSE MATERIAL DELIVERY, NOTIFICATIONS, & BILLING

We further enhance the experience through automation in course material distribution:

- *Inclusive Access Delivery:* Digital course materials for participating courses are automatically delivered through our system, providing immediate access without waiting for physical shipments.
- *Automated Email Notifications:* Students receive timely email alerts with details on how to access their digital materials, upcoming charges, and any necessary course-related instructions.
- *Automated Billing:* Charges for course materials, including inclusive access, are seamlessly applied to student accounts, removing the need for manual payments. Financial aid, scholarships, and other funding sources can also be applied automatically.

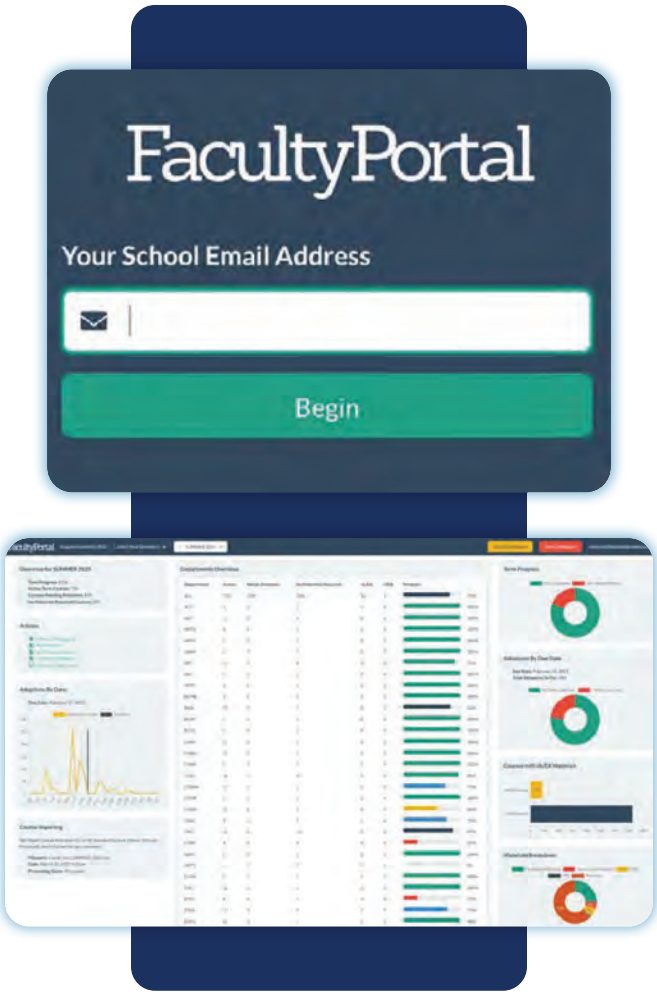
BENEFITS OF THIS INTEGRATED SYSTEM

- *Eliminates confusion –* No need for students to manually search for textbooks.
- *Saves time –* Course materials are linked directly to schedules and accessible immediately.
- *Ensures accuracy –* Reduces the risk of students purchasing the wrong materials.
- Supports flexible payments – Financial aid, scholarships, and other payment options are integrated.
- *Creates a seamless experience –* From registration to purchase and delivery, everything is automated.

By combining registration data, automated course material selection, SSO authentication, inclusive access, and streamlined billing, we create a hassle-free, student-friendly system that ensures every student gets the right materials at the right time with minimal effort.

d. How do faculty register course materials adoptions for their classes?

Faculty Portal is a web-based textbook adoption tool that provides straightforward, simple communication between parties. It was built from the ground up based on faculty feedback to make the adoption process simple and fast. New features are added yearly to enhance the adoption experience and provide faculty with an innovative tool that makes their job easier.



1-CLICK

- Re-adopt books from a previous term
- Copy adoptions to multiple sections
- Bulk upload
- Select older editions or from a preapproved list of course materials

ENHANCED RESEARCH

- Discover what other professors are using in their courses
- Search for course materials by ISBN, author, course #, title, or instructor name.

STREAMLINED COMMUNICATION

- Communicate important information and affordability notes for students to view on the bookstore website.
- Send reminder emails

REAL-TIME WEBSITE UPDATES

- Submitting adoptions can go from adoption to website in real time.

ACCESSIBILITY

- Accessible from any device with a web browser
- Built using accessibility guidelines, including Section 508 and WCAG 2.0

INTEGRATED

- See how many students enroll in each course.
- Connects faculty and administrators to the Course Material Manager and P-Team

ADMINISTRATION

- Toggle different levels of adoption submittal privileges
- Run multiple reports to give an in-depth look into the status of all adoptions

The Course Material Manager is responsible for procuring course materials, establishing strong connections with faculty members, and supervising the comprehensive suite of services offered to each faculty member. The Faculty Portal includes secure access to password-protected digital desk copies and restricted course materials, complying with FERPA regulations and institutional security policies. Access is granted through faculty credentials, and materials are available in ADA/WCAG 2.1-compliant formats for accessibility.

COLLABORATION

The Course Material Manager will ensure continuous and transparent communication with faculty, administrators, and publishers throughout the year. They will assist in the adoption process and address any inquiries related to course materials in a professional manner.

EXPRESS ORDERING

Was a new faculty member added a week before the semester began? This issue is a problem of the past. Regular communication combined with efficiency gains from the Course Material Manager and P-Team means course materials can go from adoption to the bookstore website in real time and on the shelf in two to four business days or instantly for ebooks and other digital products.

PARTNERSHIPS

Textbook Brokers partners with thousands of publishers and distributors. In many cases, the Course Material Manager negotiates special rates and additional discounts to improve affordability and student outcomes. Throughout the year, they continually shop pricing to ensure students continue to pay the lowest prices in the marketplace.

PRODUCT MIX

Textbook Brokers is here to provide the most affordable course materials in the industry, regardless of the format. Faculty will receive detailed pricing comparisons and alternative recommendations (e.g., OER, digital bundles, rentals) to ensure affordability for students. The final decision remains with faculty members, ensuring academic freedom while optimizing student costs. We offer everything faculty need to teach their courses, such as OER, digital homework managers, or textbook rentals. As course content evolves, the Course Material Manager will provide training sessions and information packets for faculty to make well-informed decisions on what to adopt for their courses.

DESK COPIES

The Course Material Manager will coordinate with faculty and publishers to request desk copies. If a copy of a title is needed the same day, local store management will let faculty borrow a copy or provide a temporary eBook free of charge.

FACULTY PUBLISHING

Textbook Brokers works with different publishing companies to provide the following services to faculty: representation, print distribution, royalty management, ebook distribution, print-on-demand services, support and reporting, and billing and collections.

WEB-BASED SCHEDULING AND LIVE CHAT

Faculty members can schedule a meeting with the Course Material Manager at any time, every day of the year, using our web-based scheduler. This automated scheduling process streamlines the process for them. Additionally, they can engage in a live chat directly with the P-Team for further assistance.

i. Confirm that the list of adopted materials will be provided to UMW Simpson Library staff for each semester and summer term.

Textbook Brokers confirms that a list of adopted course materials will be provided to UMW Simpson Library staff for each semester and summer term. This list will include all required, recommended, and optional materials, along with relevant details such as ISBNs, editions, and formats (print, digital, rental, or OER). We will establish a standardized reporting schedule aligned with UMW's academic calendar for accuracy and timely delivery. This information will be shared in a consistent format that meets the library's needs, allowing them to support faculty and students. Additionally, we will collaborate with library staff to accommodate any special requests or adjustments related to course material availability.

e. How many publishers do you distribute and manage electronic code delivery for: McGraw, Cengage, Pearson, Elsevier, Wiley, Others?

Textbook Brokers provides electronic code delivery for all publishers, ensuring students can access digital course materials. More importantly, we facilitate codeless access to the most widely used publishers through Canvas LMS integration, eliminating the need for students to enter access codes manually. This enhances the student experience, reducing friction and ensuring immediate access to digital course materials on the first day of class. Through our direct integration with the Canvas LMS, students can access their required course content from the most popular publishers without needing to redeem or manually enter access codes. Codeless integration improves efficiency while reducing technical issues associated with traditional code redemption. Textbook Brokers' digital delivery solution supports UMW's commitment to providing accessible, cost-effective course materials so students have a hassle-free experience with their digital textbooks and learning platforms.

f. Describe your firm's sources and distribution methods for new, used and digital materials.

Textbook Brokers provides course-specific digital materials, including software access codes and digital keys, to ensure students can access required academic resources. We supply access codes for eTextbooks, digital learning platforms, and course-specific software such as Pearson MyLab, McGraw Hill Connect, Cengage MindTap, WileyPLUS, and other publisher platforms. All digital access codes are delivered electronically upon purchase, allowing students to begin coursework immediately.

Our system integrates with UMW's Blackboard LMS, enabling the automatic activation of digital materials and eliminating the need for manual code entry. Software codes and digital materials can be purchased using financial aid and charged directly to student accounts through Ellucian Banner SIS integration. We provide dedicated support for students experiencing activation issues, including live chat, phone, and email assistance. Textbook Brokers ensures that UMW students have timely, hassle-free access to course-specific digital materials, supporting their academic success.

Our partner Vitalsource, the back end for many providers in the space, including Barnes & Noble, enables digital fulfillment. Courseware and eBooks are delivered directly to student accounts through the LMS, creating a central repository for all their digital materials and eliminating barriers students traditionally face when classes begin. The full suite of digital tools is available from day one. The benefits of our Vitalsource integration include:

- *Global Search*—Search across titles, figures, graphics, and workbooks
- *In-Line Notes*—Take annotated notes in line as you are reading
- *Read Aloud*—Text-to-speech functionality that works with any title in any language
- *Workbook*—Edit notes, add bookmarks, and review keynotes in a dedicated workspace
- *Universal Sync*—Bookshelf saves your place and syncs notes across all devices and browsers
- *Custom Styles*—Customize font and text size and use dark mode

Students can upgrade select digital course materials to a physical option for a nominal additional fee.

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
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.

Textbook Brokers uses a competitive pricing strategy through our StudentFIRST Pricing model, which provides students with access to a wide range of affordable options for course materials, including new, used, rental, and digital formats. Inspired by the successful Fan First Pricing model used by the Atlanta Falcons to reduce concession costs, StudentFIRST Pricing guarantees that our prices are comparable to or better than those offered by popular online marketplaces, giving students confidence that they are receiving the best value without needing to price-match or shop elsewhere.

Fan-first pricing by the numbers:

50%	53%	16%	88%
PRICE DROP ON FOOD & BEVERAGES	INCREASE IN FOOD & BEVERAGES SOLD	INCREASED SPENDING PER FAN ON FOOD & BEVERAGES	INCREASE IN MERCH SALES

Our P-Team (Pricing Team) monitors market prices daily, adjusting rental and purchase prices to align with the most competitive rates available. This means that both in-store and online shoppers benefit from consistent and affordable pricing. We offer a diverse selection of course materials to meet different student needs and financial situations:

- *New Materials:* Priced competitively with major online retailers to offer students a fair and transparent cost structure.
- *Used Materials:* Stocked based on historical sales data and demand trends to maximize availability and provide students with a lower-cost alternative to new books.
- *Rental Materials:* We prioritize rental as the most cost-effective option, regularly adjusting rental prices to match or beat those of major online competitors. Our dynamic pricing model ensures that rental remains the most affordable choice for students.
- *Digital Materials:* We partner with publishers to offer discounted digital materials and promote Inclusive Access programs, which allow students to access course content at a reduced cost directly through the learning management system (LMS).

Additionally, our pricing strategy includes innovative approaches such as bundled course packs (combining print and digital options for a reduced price) and a buyback program that allows students to recoup costs at the end of the term, further reducing their total cost of ownership. Our StudentFIRST model ensures that students have access to the most affordable course materials in multiple formats, with the flexibility to choose the option that best suits their learning style and budget.

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.

StudentFIRST Pricing directly supports the university's mission to minimize the financial burden of course materials on students by providing transparent, predictable, and market-aligned pricing. Just as the Atlanta Falcons increased fan satisfaction and revenue by

lowering concession prices, we will build trust with students and families by offering realistic and affordable course material pricing.

Our rental pricing strategy allows students to secure the most affordable option available without needing to shop around. We regularly adjust rental and purchase prices based on market data to keep costs competitive with online platforms, reducing the financial strain on students. Additionally, our Inclusive Access programs allow students to access course content at a lower price point through direct integration with the university's LMS, giving students immediate access to materials without added financial stress.

To further reduce costs, we offer price caps on certain high-demand materials to prevent excessive markups and provide consistent, affordable pricing. Our buyback program allows students to recover costs at the end of the semester, and we strategically stock used books to maximize availability and reduce dependency on higher-cost new materials.

Eliminating the need for price-matching, introducing dynamic rental pricing, and expanding access to affordable digital materials provides students with a cost-effective and convenient bookstore experience. Our StudentFIRST Pricing strategy fosters a sense of fairness and trust, reinforcing UMW's commitment to supporting student success and reducing financial barriers.

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.

Students will always receive competitive pricing for their course materials. While our platform does not provide a side-by-side price comparison tool displaying competitors' prices, our StudentFIRST Pricing model ensures that our rental, new, used, and digital prices are consistently aligned with — or better than — prevailing market rates. Our P-Team (Pricing Team) monitors pricing trends across the course material industry and adjusts prices accordingly to remain competitive. Our dynamic pricing strategy provides in-store and online shoppers access to the most affordable options without the need for students to spend time price-matching or searching across multiple platforms.

Dynamic pricing begins when course materials are adopted and continues throughout the semester or term. The extended pricing flexibility guarantees that students who purchase materials later — whether due to late enrollment, financial constraints, or other circumstances — can still benefit from competitive pricing. We combine real-time pricing adjustments with our commitment to fair and transparent pricing so students receive affordable course materials while reinforcing the bookstore's role as a trusted and cost-effective resource for the UMW community.

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.

Textbook Brokers does not offer a formal price match guarantee but focuses on providing students with the most affordable course material options. Rather than relying on price-matching as a reactive approach, our StudentFIRST pricing strategy eliminates the need for students to compare prices by ensuring that our course materials are already competitively priced. Our pricing structure is based on direct price audits of major online retailers and incorporates multiple cost-saving strategies, including offering a substantial inventory of used and rental books, maintaining strategic publisher partnerships, and working with faculty to select materials that align with affordability goals.

Our customer service team is available to discuss potential alternatives if a student finds a significantly lower price on a required textbook. While we do not guarantee a price match, we are committed to exploring all available options to provide students with the best value possible. This may include sourcing a used or rental copy at a lower price or offering guidance on alternative purchasing methods. Our focus remains on affordability, accessibility, and providing students with cost-effective solutions for their course material needs.

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.

UMW can choose between a Blended Bundle or a Digital-First Bundle for their students. If UMW opts for the Digital Bundle, we will provide 100% of the course materials (when possible) in digital format and provide the remaining materials as physical.. Through the integration with your LMS, we can provide discounted courseware and eBooks delivered directly to student accounts in the LMS. OER, digital customs, and free library content are also available in the Digital Bundle.

THE BLENDED BUNDLE: Student preference for physical course materials remains strong. Our fall 2022 survey results showed that 71% of students prefer physical, and only 22% said they performed better in courses using digital materials. Some products, such as lab manuals, novels, and worksheets, cannot be provided digitally but still deliver the same benefits to students. As publishers continue to push digital, bookstores face fewer options and are forced to make difficult decisions. That's why we offer the Blended Bundle. Other providers' Equitable Access programs pressure faculty to use digital products whenever available, despite many students' desire for print. We promise that these decisions on course material format are made in conjunction with faculty and administration. If you choose the Blended Bundle, we will provide students with format flexibility while offering

a frictionless experience. They will receive exceptional service, minimal hassle, reasonable prices, and additional benefits not found in other providers' EA offerings.

WHAT'S IN THE BLENDED BUNDLE? Course materials, including textbooks, lab manuals, OER, content, and Inclusive Access materials like courseware and eBooks, are available in digital and physical formats.

BLENDED BUNDLE FLEXIBILITY: The advantage of not fully committing to digital-only or physical-only offerings is the flexibility in faculty choice and course materials pricing:

- Faculty can choose the books, courseware, OER options, or custom course materials that best suit their teaching style and students' needs.
- Students have the choice of a physical course materials upgrade.
- Students can "buy out" physical course materials at the end of the semester, paying the difference between their course fee and the purchase price.
- Supply kits, uniforms, and other physical goods can be included in the Blended Bundle.
- We offer institutions the option to exclude certain high-price items, such as Elsevier 360 software subscriptions or large supply kits, to reduce the credit hour charge to the average student.

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.

We are dedicated to supporting affordability and accessibility for students by collaborating with academic libraries and institutions to reduce course material costs. Our efforts have included:

- Providing materials at cost to libraries to ensure students have free access to essential course materials.
- Donating course materials to libraries so students can access copies at no charge.
- Offering low-cost OER alternatives, including physical copies available for rental, purchase (new or used), and free digital versions linked in the LMS and bookstore website for easy student access.

WhileIn addition, we have not yet directly integrated free library materials into the LMS, weour have a trusted digital partners who specializes inprovide us the resources to incorporate incorporating theselibrary resources for adopted course materials at no cost. This is an initiative we are willing to explore and implement for UMW to enhance affordability and convenience for students. Our commitment is to increase visibility and access to OER and low-cost materials, ensuring they are available for adoption and easily accessible to students when course materials are selected.

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.

Textbook Brokers will buy back books every day of the year in-store and online by utilizing the highest national wholesale guide prices. Additionally, buyback pricing will be customized specifically to UMW's campus. The benefit of multiple pricing sources does more than just put more money in students' pockets. It guarantees more unique titles can be purchased from students than any other company. We will establish clear policies for buying books that are announced as discontinued or soon to be replaced by new editions, offering fair market value and sensitively managing these books in our inventory system. To maintain ethical standards and publisher agreements, Textbook Brokers will not purchase books identified as complimentary or not for resale, which publishers have provided to faculty members.

Textbook Brokers follows the following pricing policies:

RE-ADOPTED BOOKS

Textbook Brokers will pay students at least 50% of the purchase price for books adopted for the coming semester until sufficient quantity levels are met for the courses. When sufficient quantities are met, Textbook Brokers will pay students the highest wholesale or national marketplace pricing.

- *Direct Purchase*—Under this model, students who purchase their textbooks directly from the campus bookstore or through other external means can sell their books anytime during store hours. Textbook Brokers will offer at least 50% of the original purchase price for re-adopted books until the required stock level is reached. Once the stock level is sufficient, the buyback price will switch to the highest wholesale or national marketplace pricing.
- *Inclusive Access*—For models where course materials are included in tuition fees, Textbook Brokers will facilitate buyback programs at the end of each semester, specifically during finals week, to encourage students to sell back their textbooks. The exact pricing strategy applied in Model A will be used here.

NON-ADOPTED BOOKS

Textbook Brokers will collaborate closely with faculty members via FacultyAssist to facilitate identifying and submitting re-adopted materials, ensuring students are compensated. In cases where course materials are not adopted for the upcoming semester, Textbook Brokers will compensate students based on the highest wholesale or national marketplace pricing available.

CAPITAL

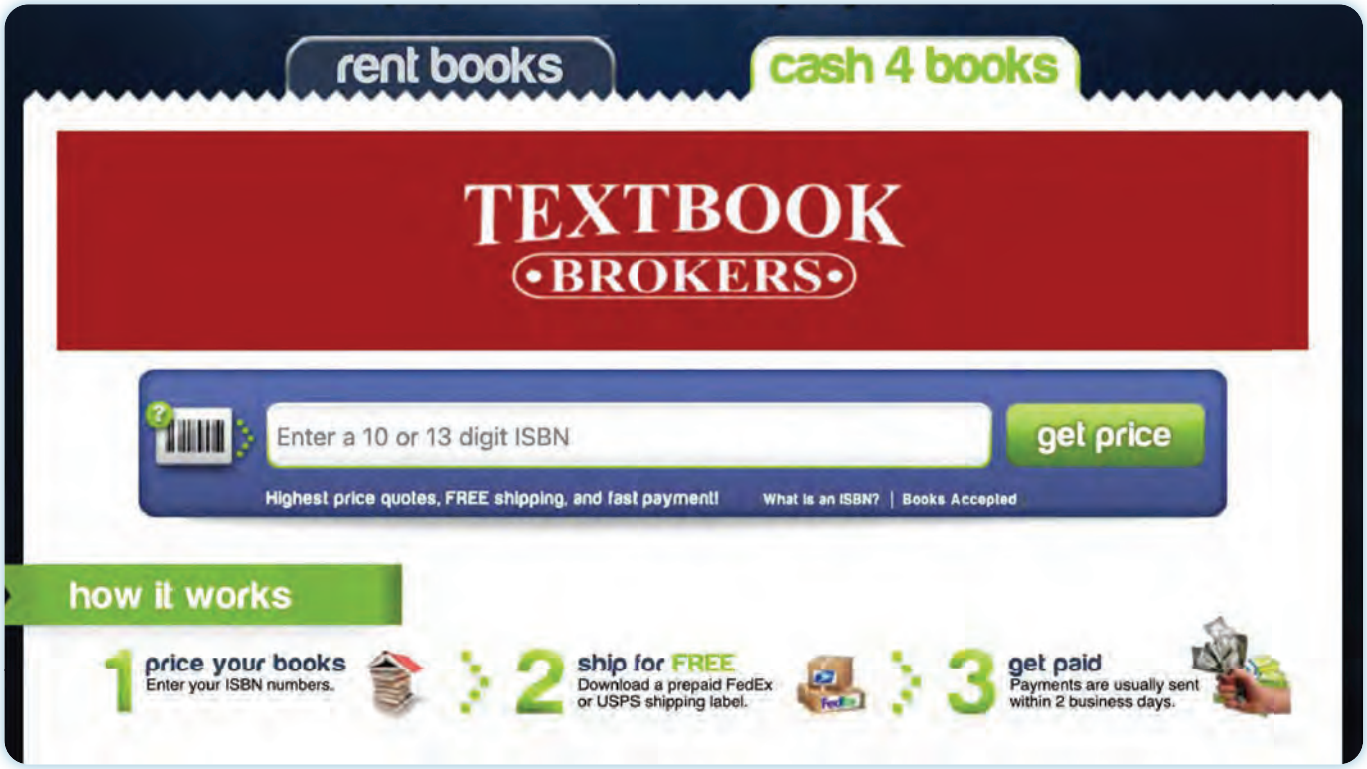
Textbook Brokers will allocate additional capital to the UMW Bookstore at the end of each semester to enhance our buyback capability. This will ensure that we can offer competitive rates and acquire a broader range of titles from students. Textbook Brokers anticipates that resales of used textbooks will contribute at least 25% to our total sales, supporting sustainability and affordability goals.

MARKETING & PROMOTION

Textbook Brokers will enhance buyback promotion efforts by creating captivating social media content to attract students to the bookstore. We will strategically display buyback signage and graphics in the register area of the store and on the Bookstore website to guide students on where to sell their books. We will utilize targeted emails and text messages to remind students about the opportunity to sell their course materials back and provide them with clear instructions on how to proceed. Buyback programs will be heavily promoted at the end of each semester, particularly during finals week, to align with the peak times when students are most likely to sell their books. Additionally, continuous buyback options will be available throughout the year to accommodate different student schedules and needs.

ONLINE BUYBACK PROGRAM

In the digital age, students are more cost-conscious than ever. Textbook Brokers administers further cost savings to students and parents by providing buyback offerings. We offer students the convenience of selling their books online through our website, Renttext.com, in a few easy steps.



b. Describe the available offline ordering options for students, ensuring accessibility for all, regardless of their internet access.

Textbook Brokers is committed to ensuring that all students, including those with limited or no internet access, have multiple offline ordering options to purchase course materials. Our goal is to provide equitable access to textbooks, supplies, and merchandise through the following offline methods:

In-Store Ordering & Customer Assistance — Students can visit the on-campus bookstore to place their orders in person. Our trained staff will assist them in selecting the correct materials based on their course schedule, process payments, and provide immediate pickup or arrange for home delivery. We will accept multiple payment methods, including cash, credit/debit cards, financial aid, and campus payment plans.

Phone Orders—Students can call the bookstore directly to place an order with a staff member. Our team will verify course requirements, provide pricing details, and process the order securely over the phone. Arrangements for in-store pickup or shipping will be made according to student preferences.

Faculty-Assisted Orders for Special Circumstances—Students with limited access may request faculty or advisor assistance in placing an order. In such cases, faculty members can submit a list of required books on the student's behalf, and the bookstore will process the request accordingly. This ensures that students facing financial or technological barriers receive the necessary materials without delay.

Text Reservation & Scheduled Pickup—To accommodate students who cannot place an online order but want to reserve their books in advance, we will offer a textbook reservation service. Students can submit their course schedule at the bookstore, and staff will prepare their materials for a scheduled pickup date.

Through these offline ordering options, every student has the ability to access their required course materials, regardless of their internet connectivity or personal circumstances.

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.

While we've been able to deliver industry-leading results for years under the traditional model, there are still ways to improve regarding affordability, student retention, and academic outcomes. 70–90% of students getting their course materials is great, but it's not enough. The data shows that the remaining students who do not purchase their course materials are at risk of leaving school. Our affordability and service are the best options for students.

Improving outcomes has become our priority, so our bookstore operations have shifted to a more proactive approach in getting students their required materials. A new course materials delivery model has emerged that embodies that approach. The StudentFIRST bookstore of the future combines all the conveniences of the traditional model but takes the responsibility of securing course materials off the shoulders of the students. The bookstore industry is moving towards an innovative initiative called Equitable Access (EA) to provide a level playing field for every student and lower overall student costs. Students' bursar accounts are charged a fee per course or a flat fee for all courses and receive all course materials in digital or physical format. Equitable Access programs offer distinct advantages for students, faculty, and administrators. When properly executed, Equitable Access is the ultimate form of a StudentFIRST Bookstore. Our Equitable Access program is a delivery model that:

- Prioritizes Student affordability, availability, and accessibility
- Maintains faculty academic freedom and provides first-day-of-class readiness
- Maximizes student retention and financial return to the college

A well-executed Equitable Access program delivers incredible results to the entire institutional community:

- ***Students***—All students pay the same flat per-credit-hour or per-course fee on required materials, clarifying the actual cost of attendance and maximizing day-one preparedness. Having course materials in hand by the first day of class reduces anxiety and creates a convenient, frictionless customer experience.
- ***Faculty***—The bookstore can better provide faculty-preferred materials at lower prices through negotiated pricing with the publishers. The ability to directly integrate into the LMS (similar to Inclusive Access) and streamline delivery options for physical materials means students are prepared on day one, giving back an average of two class periods.
- ***Institution***—Commission becomes a standardized rate based on the per-credit-hour charge, providing increased revenue and a transparent and predictable auxiliary budget. Increased course materials affordability alleviates pressure on the rising cost of attendance. Day one readiness increases student retention by an average of 8–10%.

These benefits are only conveyed when there is alignment with the school, prioritization of student outcomes, and proper execution of the program. Textbook Brokers' goal is to implement and operate an Equitable Access program designed explicitly for UMW. We will work with all stakeholders to deliver a customized solution for your students, faculty, administration, and community. We focus on these core values to build our Equitable Access program:

- ***Outcomes***—increases student retention and improves academic performance
- ***Readiness***—students are prepared to learn on day one
- ***Equity***—every student gets the same access at the exact cost for an even playing field
- ***Affordability***—delivers more significant savings to more students

UMW can choose between a Blended Bundle or a Digital Bundle for their students. Focused fulfillment, custom pricing, and seamless automation to ensure our services are best-in-class.

THE DIGITAL BUNDLE: If UMW opts for the Digital Bundle, we will provide 100% of the course materials (when possible) in digital format. Through the integration with your LMS, we can take advantage of an Inclusive Access program.

Inclusive Access gives us discounted courseware and eBooks delivered directly to student accounts in the LMS. OER and digital customs are also available in the Digital Bundle.

THE BLENDED BUNDLE: Student preference for physical course materials remains strong. Our fall 2022 survey results showed that 71% of students prefer physical, and only 22% said they performed better in courses using digital materials. Some products, such as lab manuals, novels, and worksheets, cannot be provided digitally but still deliver the same benefits to students. As publishers continue to push digital, bookstores face fewer options and are forced to make difficult decisions. That's why we offer the Blended Bundle. Other providers' Equitable Access programs pressure faculty to use digital products whenever available, despite many students' desire for print. We promise that these decisions on course material format are made in conjunction with the faculty and administration. If you choose the Blended Bundle, we will provide students with format flexibility while offering a frictionless experience. They will receive exceptional service, minimal hassle, reasonable prices, and additional benefits not found in other providers' EA offerings.

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- Students have the choice of a physical course materials upgrade.
- Students can "buy out" physical course materials at the end of the semester, paying the difference between their course fee and the purchase price.
- Supply kits, uniforms, and other physical goods can be included in the Blended Bundle.
- We offer institutions the option to exclude certain high-price items, such as Elsevier 360 software subscriptions or large supply kits, to reduce the credit hour charge to the average student.

d. Detail protocols for communicating with students, faculty, and staff instances of order delays, emphasizing timely and clear communication channels to manage expectations effectively.

The UMW Bookstore website is a 24/7 self-service portal that provides students with year-round access to order tracking, FAQs, and essential bookstore services. The portal includes a dedicated Help Center to answer frequently asked questions regarding course materials, order fulfillment, and bookstore policies, offering a valuable resource for students seeking immediate information.

For all physical orders, the bookstore's in-store team collects, packages, and prepares items for shipping or in-store pickup. Upon processing, students receive a confirmation email detailing

their semester course materials, instructions for accessing digital products, tracking numbers for shipped items, and pickup details for in-store fulfillment. Real-time tracking updates allow students to monitor shipment status, estimated delivery dates, and pickup availability, providing a transparent and efficient ordering process.

Textbook Brokers prioritizes efficient service to students by maintaining an onsite team to deliver concierge services, including Concierge Counter Service, Free Shipping for orders over $100, and Free In-Store Pickup. Shipping deadlines for guaranteed pre-semester delivery will be clearly posted on the bookstore website and communicated via email and text reminders to ensure students order on time. Students who shop in-store can quickly acquire their course materials and complete the checkout process in five minutes or less. For online shoppers, students can pick up their completed orders in-store, sometimes as quickly as 30 minutes after placing them. Orders are delivered within one to three business days. Expedited shipping options are available for students needing last-minute materials. Students can choose from overnight shipping or two-day express delivery, with transparent pricing displayed at checkout.

e. Describe the on-campus pickup options for online orders, providing convenience and flexibility for students to receive their materials.

The delivery of physical course materials is based on student preference. Before each term, students will choose whether to pick up their materials on campus or have them shipped to an address of their choice. Textbook Brokers prioritizes efficient service to students by maintaining an onsite team to deliver concierge services, including Concierge Counter Service and Free In-Store Pickup. Students who shop in-store can quickly acquire their course materials and complete the checkout process in five minutes or less. For online shoppers, students can pick up their completed orders in-store, sometimes as quickly as 30 minutes after placing them. Orders are delivered within one to three business days.

f. Provide a detailed account of your delivery process for online orders, including any associated costs.

The latest trend in the retail industry is the increasing demand for faster shipping options such as two-day, one-day, and same-day delivery. Today's customers have high expectations and expect their orders to be delivered within two days or even on the same day. As traditional on-campus bookstores failed to adapt to this trend, customers turned to other outlets that could better meet their on-demand needs. Textbook Brokers has recognized this shift in customer expectations and has reinvented the traditional bookstore model to address these

demands. In addition to our in-store concierge services, we offer multiple on-demand options to our customers. These options are efficiently processed by our Quick-Ship Team, enabling us to fulfill pickup and shipping orders promptly:

Textbook Brokers removes the hassle of ordering from an online marketplace and puts everything students need in one place. Textbook Brokers serves students faster by staffing a team dedicated to providing Quick-Ship services:

- In-store Pickup:
  - All in-store pickup orders are FREE
- Ship-to-Home:
  - Free Shipping on orders over $100
  - $8 Shipping on orders under $100

PICKUP & DELIVERY TIMEFRAMES:

Same Day In-store Pick Up—Course materials will be stocked at the UMW Bookstore. Each order placed through the UMW Bookstore by 3 pm will be processed, picked, packed, organized (by order number), and staged for in-store pick up the same day.

Free Shipping—For orders directly shipping to customers' homes, UMW Bookstore customers within 60 miles of campus will receive their orders in one business day. Customers over 60 miles away will receive their orders in 2-3 business days.

Throughout the delivery process, students will be updated via email and text with their order status. Details of these updates will include order confirmation, tracking number, and estimated delivery date.

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.

Textbook Brokers offers a native Banner plugin for integration with UMW's Ellucian Banner ERP. Our Banner-compatible integration facilitates automated data exchange for communication between the bookstore and UMW's administrative systems for student billing, course material adoptions, and enrollment-based access to Inclusive Access (IA) content. Integration enables the synchronization of student registration data, allowing for accurate billing processes, enrollment tracking, and course material access management. We will work with UMW's IT team to configure the integration to align with institutional workflows and compliance requirements for data accuracy, security, and efficiency in managing course materials through the Banner system.

Textbook Brokers offers multiple integration options with Banner, providing students access to the course materials assigned to their enrolled courses. Integrating with UMW's Student Information System (SIS) allows students to view and purchase their required materials without needing to search for them manually. Textbook Brokers' integration with Ellucian Banner SIS ensures that all course material purchases can be automatically billed to student financial aid and scholarship accounts. Transactions are processed through daily automated feeds, ensuring accurate financial tracking and compliance with Title IV federal aid regulations. This process operates without manual intervention, reducing administrative workload and ensuring accurate student billing. Additionally, students can view their available financial aid balance within the bookstore system before purchasing.

Integration reduces confusion, ensures accuracy, and heightens the experience of acquiring course materials. UMW can embed customized messages within the student portal or bookstore website through this integration. UMW can provide important notices about ordering deadlines, digital course material access, and any relevant updates regarding course materials. Additionally, the system offers stock availability so students know whether their required textbooks are available for immediate purchase or if they need to be ordered. Estimated delivery times are also displayed at the time of sale, giving students clear expectations of when their materials will be ready for pickup or shipped to their preferred location.

Customer support information is integrated within the bookstore ordering system, making it easy for students to access assistance through multiple channels, including phone, email, live chat, or in-person visits to the bookstore. Once a student places an order, the system generates order acknowledgments and status updates, providing confirmation and tracking information so that students can monitor their order progress from the moment of purchase through delivery.

i. Confirm whether you offer Canvas integration, streamlining the process for students and faculty to access materials directly through the learning management system.

Textbook Brokers offers native Canvas integration, allowing access to digital course materials through UMW's Learning Management System (LMS). Our direct Canvas integration eliminates the need for students to manually enter code for frictionless access to Inclusive Access (IA) and other digital content from the first day of class. This integration supports VitalSource, RedShelf, TopHat, and other IA platforms, giving UMW the flexibility to select the provider that best fits its needs.

Textbook Brokers supports integrations using API/real-time connections and S/FTP methods for seamless data exchange with UMW's existing systems. For API/real-time integrations, we facilitate direct, live data connections that allow instant updates between the bookstore, UMW's LMS, Student Information System (SIS), and other institutional platforms. These connections provide course material availability, pricing updates, Inclusive Access enrollment adjustments, and immediate student access

to digital content. For S/ FTP integrations, we offer secure file transfers that can be scheduled at UMW's preferred intervals. This method is beneficial for batch processing student billing files, roster updates, and course adoption data while maintaining high security and data integrity.

Textbook Brokers supports integrations using XML, CSV/Plain Text, and APIs to ensure compatibility with UMW's preferred data exchange formats. Our flexible and scalable integration framework allows communication between the bookstore, UMW's LMS, the Student Information System (SIS), and other institutional platforms. We can accommodate other structured data formats as needed, in addition to XML and CSV/Plain Text, for integration with UMW's existing systems. Whether through real-time API connections or scheduled S/FTP transfers, we will provide secure data exchange to support course material management, student billing, and Inclusive Access delivery.

SINGLE SIGN-ON

Textbook Brokers prioritizes user convenience and seamless integration by implementing a single sign-on (SSO) function at UMW. With this feature, students and faculty can effortlessly access the bookstore's services using their existing UMW login credentials. By utilizing the same UMW login information employed for their student or faculty accounts, individuals can log in to the Textbook Brokers platform without needing separate credentials. This streamlined approach enhances user experience and ensures a secure and unified access point, eliminating the hassle of managing multiple sets of login information. The SSO function aligns with our commitment to providing a user-friendly and integrated experience for the UMW community.

5. Faculty Adoption

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.

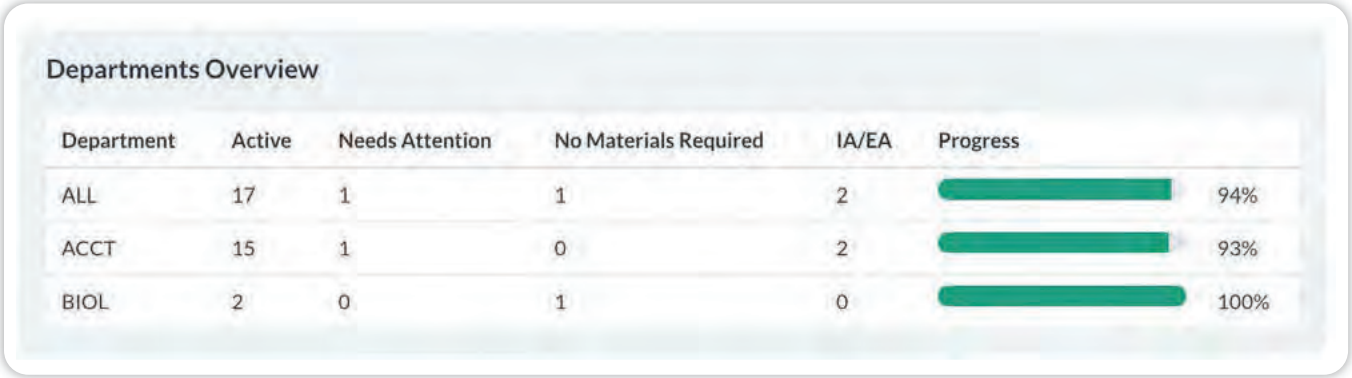
Textbook Brokers fully respects and upholds the academic autonomy of faculty members in selecting course texts, ensuring that academic integrity and preference guide all textbook choices without any influence from external commercial interests. We will prepare and distribute requisition forms to faculty members according to a predetermined schedule that aligns with the University's academic planning timeline so the faculty has ample time to review and submit their course material requests.

Together with the University, Textbook Brokers will develop and implement proactive strategies

to encourage faculty to submit requisition forms on time, including automated reminders via the Faculty Portal and direct communications to streamline and support the submission process. We will provide an official list of textbooks each semester and offer them to the University administration following the academic calendar to facilitate course preparation and student registration. We will prioritize the deadlines set forth by the University for receiving faculty requests for course materials to guarantee efficient order processing and availability. Textbook Brokers guarantees that all textbook orders placed by the specified faculty deadlines will be readily available in the bookstore no later than the first day of classes each semester. An inventory of textbooks will be maintained in the bookstore throughout each semester so students can access required materials any time up to the semester's end, accommodating late registrations and course additions.

COURSE MATERIALS MANAGER & P-TEAM: The Course Materials Manager will procure course materials, establish connections with faculty members, and manage a suite of services tailored to each faculty member's needs. This manager is dedicated to maintaining open and transparent communication with faculty, administrators, and publishers, assisting in the adoption process, and addressing inquiries professionally. If a new faculty member is added shortly before the semester begins, the manager, in collaboration with the P-Team, will ensure that the course materials are swiftly transitioned from adoption to availability on the bookstore website in real time. Physical course materials will be available on shelves within two to four business days, while eBooks and other digital products will be accessible instantly.

Our partnerships with numerous publishers and distributors allow for negotiations on special rates and additional discounts, improving affordability and enhancing student outcomes by verifying that our prices are the most competitive. The Course Material Manager also facilitates the provision of desk copies, coordinating with publishers and, if necessary, allowing faculty to borrow copies directly from local store management or providing temporary eBook access at no charge. The manager supports faculty by offering services through various publishing companies, including representation, print and eBook distribution, royalty management, print-on-demand, and support for billing and collections. Faculty members can use our web-based scheduling tool to schedule meetings with the Course Material Manager at their convenience. They can also access immediate assistance through live chat with the P-Team.

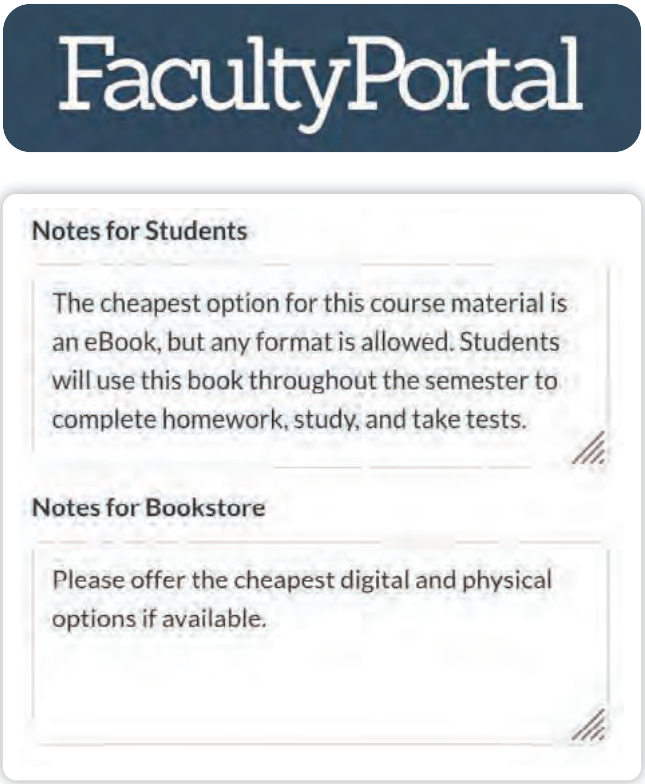


b. Detail the resources and support systems in place to assist faculty and staff in the adoption process. Describe how these tools facilitate informed decisions and streamline the selection of course materials.

Textbook Brokers' Faculty Portal is a web-based textbook adoption tool designed to streamline communication between faculty, administrators, and the Course Material Manager. Developed with direct input from faculty for usability and effectiveness, the portal simplifies the adoption process. It is continually enhanced with new features to support the evolving needs of academic staff. With the portal, faculty members can quickly re-adopt textbooks from previous terms, copy adoptions to multiple sections, perform bulk uploads, and choose from older editions or a preapproved list of course materials. Additionally, the Faculty Portal offers enhanced research capabilities, allowing professors to see what others use in their courses and search for course materials by ISBN, author, course number, title, or instructor name. It facilitates streamlined communication by allowing faculty to post important information and affordability notes directly on the bookstore website and send reminder emails to students.

Adoptions submitted through the portal update the bookstore's website in real time, so course material information is always current. Textbook Brokers will initiate and maintain programs and incentives to encourage faculty to commit to early textbook adoption. These initiatives may include early order discounts, streamlined order processing, and personalized consultations to discuss the benefits of early adoptions.

The portal is accessible from any device with a web browser. It is built to comply with accessibility guidelines, including Section 508 and WCAG 2.0, so all users can navigate and use



it efficiently. It integrates with the bookstore's operations, showing real-time enrollment numbers for each course and linking directly with the Course Material Manager and P-Team for enhanced coordination. For administration purposes, the portal allows for varying levels of adoption submittal privileges and the ability to run multiple reports, providing a comprehensive view of the status of all adoptions. This tool enhances the faculty's ability to manage their course materials and supports the broader educational mission by improving accessibility and reducing the administrative burden on educators.

The Course Material Manager assigned to UMW will proactively provide training sessions and

information packets for faculty members. This training will empower faculty with the knowledge and tools to navigate the adoption process. One key component of this training initiative is Faculty Portal Training. Once the course and enrollment feed are integrated, the Faculty Portal becomes live.

UMW's Course Material Manager will schedule training webinars, offering multiple dates and times to accommodate the diverse schedules of faculty members. During these webinars, faculty members will receive hands-on training on how to use the Faculty Portal. The training will cover various functions within the portal that contribute to making the adoption process more efficient and user-friendly. The training will familiarize faculty members with the features of the Faculty Portal so they understand how to submit adoptions and leverage the portal's functionalities to streamline the entire process.

Beyond initial training, faculty can access ongoing technical support through live chat, phone, email, and scheduled one-on-one consultations with the Course Material Manager. A dedicated help desk ensures the timely resolution of adoption-related issues. Faculty can access on-demand training videos, step-by-step user guides, and one-on-one virtual consultations for flexible learning options. Recorded webinars are also available for faculty who miss live sessions.

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.

We take a hands-on, personalized approach to helping faculty find the best course materials at the most affordable prices for students. Rather than relying solely on an automated system, our bookstore managers work directly with faculty to compare prices across various publishers and ISBNs, ensuring they have access to cost-effective options.

Our team is available to:

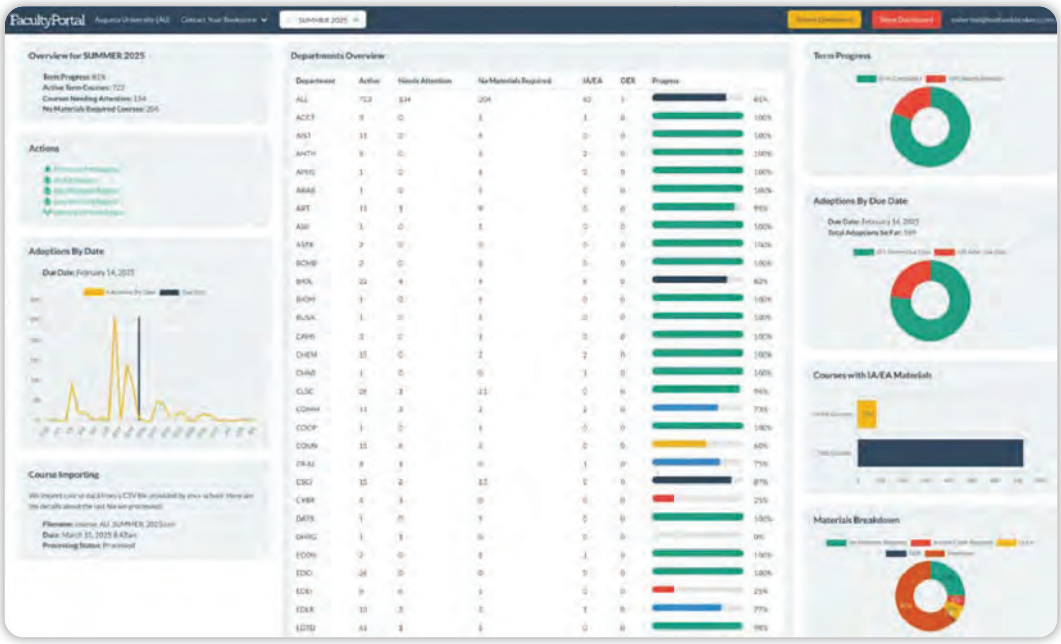
- Research and present alternatives for faculty based on course requirements and budget considerations.
- Coordinate meetings with publishers to explore different pricing models and negotiate custom pricing where possible.
- Facilitate bulk pricing agreements, like our collaboration with McGraw Hill at GNTC, where we successfully capped the cost of all Connect access codes at $88 per student, significantly reducing expenses.

While we do provide faculty with visibility into pricing options, our focus is on personalized service and proactive solutions—ensuring faculty have the information and support they need to select the best materials for their students.

d. Describe the analytical tools and reporting features available through your online system. Include how these capabilities can assist in adoption decisions, track

SUPPORTING ADOPTION DECISIONS, TRACKING USAGE, AND ANALYZING SPENDING TRENDS

We provide comprehensive tools to assist faculty and administrators in making informed course material adoption decisions while tracking material usage and spending trends over time. Our Faculty Portal includes a School Dashboard that school administrators can access at any time. This dashboard was built with direct faculty and administrator feedback to ensure it meets the needs of the institution.



Key features include:

- *Adoption Submission Updates* – Provides real-time tracking of adoption submissions, showing the percentage and number submitted by the due date to help monitor compliance.
- *Course Material Mix Analysis* – Displays a breakdown of adopted course materials, including traditional, Inclusive Access (IA), Equitable Access (EA), and low/no-cost materials.
- *Data Visualization & Reporting* – The dashboard includes various graphs illustrating adoption trends and material usage.
- *Custom Reporting & Downloads* – Administrators can generate and download reports, such as:
  - Courses enrolled in IA or EA programs
  - Courses using low/no-cost materials
- *Communication Tools* – The system includes a built-in function to email professors directly about their adoptions, ensuring timely communication.
- *Store Dashboard Integration* – This also provides visibility into the last course file upload date, ensuring data remains current and actionable.

With these capabilities, faculty and administrators can make data-driven adoption decisions, optimize cost-saving strategies, and ensure compliance with course material requirements—all while improving the overall student experience.

i. Confirm whether or not OER and/or low-cost materials are available for adoption. If so, describe the adoption process.

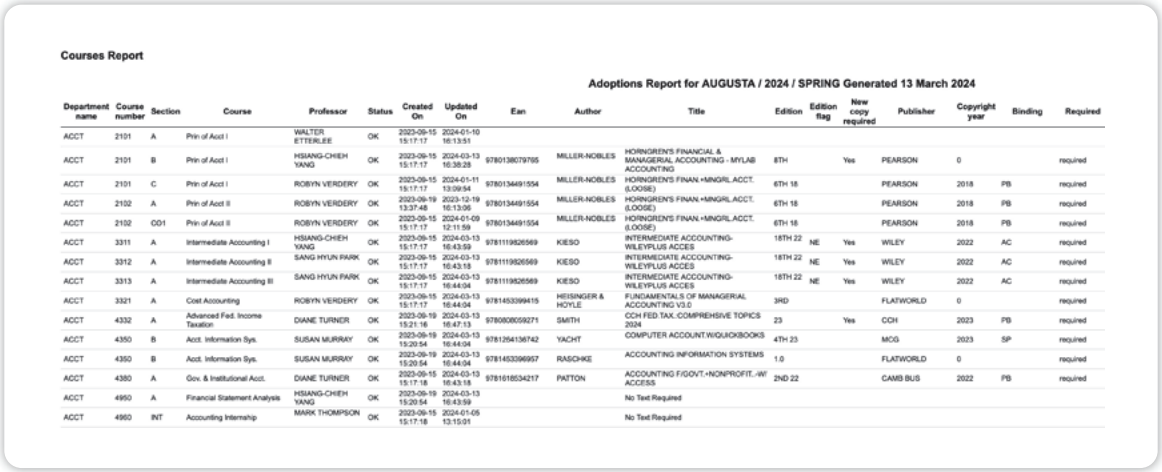
Textbook Brokers will support the growth and continual adoption of Open Educational Resources (OER) to improve educational accessibility and reduce student costs. We will collaborate with University departments, faculty, and administration to support and encourage OER's adequate availability and integration into the curriculum. Our proposed plan to support and expand the use of OER at UMW will include the following:

- *Educational Workshops and Seminars -* We will organize regular workshops and training sessions for faculty and department heads. These events will focus on the benefits and practical aspects of adopting OER, including how to find, use, and integrate open resources into their courses. We will increase awareness and understanding of OER's potential to enhance teaching and learning experiences.
- *Faculty Support and Collaboration -* Our Course Material Managers will work directly with faculty to explore suitable OER for their courses. This includes evaluating OER for quality and relevancy and providing support in customizing and integrating these resources to meet specific course objectives. We will also facilitate department communication to encourage the sharing of best practices and successful OER integration strategies.
- *Technology Integration-* Through our partnership with VitalSource and other digital platform providers, we will work to make OER easily accessible and integrable with UMW's Learning Management System (LMS). This integration allows for a seamless student experience, with OER available alongside other course materials.
- *Resource Development -* We will support departments in developing their own OER if existing resources do not fully meet their needs. This includes providing technical assistance in publishing their materials and making these resources accessible to all students.
- *Promotion and Advocacy -* Textbook Brokers will promote the use of OER through various channels, including websites, social media platforms, and email campaigns to faculty and students. We will highlight OER adoption success stories and benefits to encourage wider acceptance and use.

We will collect feedback from both faculty and students on the effectiveness of the OER used. The input will be crucial for assessing the impact of OER on student learning and making necessary adjustments to improve resource offerings. Textbook Brokers will support the adoption of OER and work to sustain and grow its use across UMW so students benefit from high-quality, accessible, and cost-effective learning materials.

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.

When students and faculty have the flexibility to source materials from various suppliers, Textbook Brokers will establish a direct notification system where faculty can opt to receive updates via email or SMS about the status of their orders. This system will ensure that faculty members are immediately informed if their selected materials are unavailable or delayed, allowing them to make alternative arrangements. Textbook Brokers will implement a dashboard within the Faculty Portal in IA and EA, where course materials are bundled into tuition fees. The dashboard will provide faculty with real-time, detailed insights into the procurement status of course materials. It will alert faculty to any new editions or updates to their selected texts, ensuring they can opt to update their course requirements on time. For all models, Textbook Brokers will hold a quarterly review session with faculty representatives to discuss the order process, identify pain points, and gather suggestions for improvement. These sessions will verify if the bookstore's operations align with academic needs and expectations.



Courses Report

Adoptions Report for AUGUSTA / 2024 / SPRING Generated 13 March 2024

Department name	Course number	Section	Course	Professor	Status	Created On	Updated On	Ean	Author	Title	Edition	Edition flag	New copy required	Publisher	Copyright year	Binding	Required
ACCT	2101	A	Prin of Acct I	WALTER ETTERLEE	OK	2023-09-15 15:17:17	2024-01-10 16:13:51										
ACCT	2101	B	Prin of Acct I	HSIANG-CHIEH YANG	OK	2023-09-15 15:17:17	2024-03-13 16:38:28	9780138079765	MILLER-NOBLES	HORNGREN'S FINANCIAL & MANAGERIAL ACCOUNTING - MYLAB ACCOUNTING	8TH		Yes	PEARSON	0		required
ACCT	2101	C	Prin of Acct I	ROBYN VERDERY	OK	2023-09-15 15:17:17	2024-01-11 13:09:54	9780134491554	MILLER-NOBLES	HORNGREN'S FINAN.+MNGRL ACCT. (LOOSE)	6TH 18			PEARSON	2018	PB	required
ACCT	2102	A	Prin of Acct II	ROBYN VERDERY	OK	2023-09-19 13:37:48	2023-12-19 16:13:06	9780134491554	MILLER-NOBLES	HORNGREN'S FINAN.+MNGRL ACCT. (LOOSE)	6TH 18			PEARSON	2018	PB	required
ACCT	2102	CO1	Prin of Acct II	ROBYN VERDERY	OK	2023-09-15 15:17:17	2024-01-09 12:11:59	9780134491554	MILLER-NOBLES	HORNGREN'S FINAN.+MNGRL ACCT. (LOOSE)	6TH 18			PEARSON	2018	PB	required
ACCT	3311	A	Intermediate Accounting I	HSIANG-CHIEH YANG	OK	2023-09-15 15:17:17	2024-03-13 16:43:59	9781119826569	KIESO	INTERMEDIATE ACCOUNTING-WILEYPLUS ACCES	18TH 22	NE	Yes	WILEY	2022	AC	required
ACCT	3312	A	Intermediate Accounting II	SANG HYUN PARK	OK	2023-09-15 15:17:17	2024-03-13 16:43:18	9781119826569	KIESO	INTERMEDIATE ACCOUNTING-WILEYPLUS ACCES	18TH 22	NE	Yes	WILEY	2022	AC	required
ACCT	3313	A	Intermediate Accounting III	SANG HYUN PARK	OK	2023-09-15 15:17:17	2024-03-13 16:44:04	9781119826569	KIESO	INTERMEDIATE ACCOUNTING-WILEYPLUS ACCES	18TH 22	NE	Yes	WILEY	2022	AC	required
ACCT	3321	A	Cost Accounting	ROBYN VERDERY	OK	2023-09-15 15:17:17	2024-03-13 16:44:04	9781453399415	HEISINGER & HOYLE	FUNDAMENTALS OF MANAGERIAL ACCOUNTING V3.0	3RD			FLATWORLD	0		required
ACCT	4332	A	Advanced Fed. Income Taxation	DIANE TURNER	OK	2023-09-19 15:21:16	2024-03-13 16:47:13	9780808059271	SMITH	CCH FED.TAX.:COMPREHSIVE TOPICS 2024	23		Yes	CCH	2023	PB	required
ACCT	4350	B	Acct. Information Sys.	SUSAN MURRAY	OK	2023-09-19 15:20:54	2024-03-13 16:44:04	9781264136742	YACHT	COMPUTER ACCOUNT.W/QUICKBOOKS	4TH 23			MCG	2023	SP	required
ACCT	4350	B	Acct. Information Sys.	SUSAN MURRAY	OK	2023-09-19 15:20:54	2024-03-13 16:44:04	9781453396957	RASCHKE	ACCOUNTING INFORMATION SYSTEMS	1.0			FLATWORLD	0		required
ACCT	4380	A	Gov. & Institutional Acct.	DIANE TURNER	OK	2023-09-15 15:17:18	2024-03-13 16:43:18	9781618534217	PATTON	ACCOUNTING F/GOVT.+NONPROFIT.-W/ ACCESS	2ND 22			CAMB BUS	2022	PB	required
ACCT	4950	A	Financial Statement Analysis	HSIANG-CHIEH YANG	OK	2023-09-19 15:20:54	2024-03-13 16:43:59			No Text Required							
ACCT	4960	INT	Accounting Internship	MARK THOMPSON	OK	2023-09-15 15:17:18	2024-01-05 13:15:01			No Text Required							

ACCESS TO HISTORICAL ADOPTION INFORMATION & STREAMLINING THE ADOPTION PROCESS

We understand that historical adoption data is crucial for faculty when selecting course materials, which is why we offer a Readopt Tool that significantly simplifies the process. Instead of requiring faculty to submit adoptions manually each semester, our Readopt Tool automatically copies over the most recent adoption for review. This flips the process from faculty having to submit a new adoption to simply confirming that the automatically copied adoption is correct—saving time and reducing workload. If changes are needed, professors can still modify adoptions just as they do now, but for many courses, where materials remain consistent semester after semester, this automation is highly effective. Faculty greatly appreciate this streamlined approach.

Schools have the flexibility to decide whether they want to use the Readopt Tool or prefer to operate the traditional adoption process, where professors manually submit their selections. Even in the standard process, professors can still take advantage of copy features to streamline their work. Additional features include:

- *Copy Feature –* Professors can copy adoptions across multiple courses instantly, ensuring consistency across sections.
- *Historical Adoption Visibility –* Faculty can view their past adoption history, see what materials they used previously, and copy those adoptions forward with a click.
- *Peer Adoption Insights –* Professors can see what other faculty have adopted for the same course in past semesters and view current adoptions within their department, making it easier to align resources.

Whether using the Readopt Tool or the traditional method, our adoption system is designed to reduce workload, improve efficiency, and provide faculty with easy access to historical data and peer insights.

5. 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.

Textbook Brokers will actively promote and sell books authored by University faculty by dedicating special sections within the bookstore and online for faculty publications. We will also deploy targeted marketing strategies to highlight these works to the University community and beyond. Textbook Brokers takes pride in serving community events. Our integrated Point-of-Sale system allows us to set up shop at any location. With Bank of America Tokenization and PCI-compliant mobile credit card processing, we can fulfill all bookstore service requirements at any location necessary.

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.

Education extends beyond course materials, and the UMW community has diverse literary needs that require a carefully curated trade book selection. Textbook Brokers will build a robust trade book collection from the ground up, ensuring that it aligns with UMW's academic mission, cultural fabric, and the interests of students, faculty, and staff. Our approach to trade book selection is intentional and dynamic, prioritizing academic relevance, cultural significance, and reader engagement. We use the following process to ensure a well-rounded collection:

COLLABORATION WITH FACULTY & DEPARTMENTS

- Work closely with faculty and departments to stock literature that supports academic disciplines, research initiatives, and campus-wide reading programs.
- Feature books written by UMW faculty, alumni, and community members to celebrate the university's literary contributions.

BEST-SELLER & INDUSTRY TRENDS

- Regularly review top best-seller lists from sources such as The New York Times, Publishers Weekly, and independent bookstore rankings to ensure the collection includes high-interest and widely recognized titles.
- Rotate selections based on seasonal and trending topics to keep the inventory fresh and engaging.

DIVERSITY & INCLUSION

- Prioritize books that reflect a wide range of perspectives, voices, and backgrounds, ensuring representation across genres and disciplines.

STUDENT & COMMUNITY INPUT

- Encourage student and faculty recommendations to ensure the collection resonates with the campus community's evolving interests.
- Organize book events, signings, and discussions to foster engagement and dialogue around selected titles.

Unlike traditional big-box retailers, our trade book selection will be curated with a personal touch tailored to UMW's interests rather than relying on a generic, click-and-order inventory.

c. How would you define special orders and how would you accommodate these requests?

Textbook Brokers works with faculty on special orders, such as developing custom course bundles that combine textbooks, course notes, lab manuals, software, and additional instructional resources. These bundles are available in print and digital formats, providing flexibility to meet faculty and student preferences. Our team offers custom publishing support, including formatting, licensing, and distribution, so faculty-created materials meet academic standards while remaining affordable for students. This collaboration enables the creation of course-specific instructional packages, reducing costs and simplifying the purchasing process for students.

d. Describe any other academic, scholarly, and trade book services you offer.

Textbook Brokers is dedicated to fulfilling the needs of the UMW community. Textbook Brokers uses Ingram Content, one of the world's largest providers of trade books and general publications. From children's books to medical reference guides, we will fulfill the needs of the UMW community.

I. Technology

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.

Textbook Brokers acknowledges that any software or technology solution that uses, stores, or interacts with UMW data must complete and pass a review by UMW's Chief Information Officer (CIO) before implementation. We are prepared to provide all necessary documentation, including impact assessments, data classification details, and security protocols, to support the CIO's evaluation process. Our technology solutions comply with SOC 2 standards, and our systems meet the requirements for data security, availability, processing integrity, confidentiality, and privacy. A copy of our SOC2 report is available in Appendix B. Additionally, we can provide detailed security assessments, compliance reports, and technical specifications upon request to facilitate the review process and address any questions or concerns from UMW's IT team. Our commitment to following UMW's security and data protection policies reflects our focus on delivering a secure and reliable campus store platform.

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.

Textbook Brokers acknowledges and commits to complying with UMW's technology approval process. No technology solution, including point-of-sale systems, e-commerce platforms, digital content delivery, or third-party integrations, will be deployed without explicit written approval from UMW's Chief Information Officer (CIO). Before implementing any technological system, we will submit a proposal outlining the solution's security measures, accessibility compliance (ADA/WCAG), data privacy protections, and alignment with UMW's operational standards. The documentation will be provided for UMW's review, and we will work collaboratively to address any concerns before deployment. Additionally, any system updates, modifications, or new integrations will follow the same approval process for ongoing compliance. Our IT team will maintain open communication with UMW's IT department to facilitate the implementation and long-term compatibility with the university's infrastructure.

c. Documentation:
i. A current VPAT (Voluntary Product Accessibility Template) should be included with the RFP response to verify compliance with accessibility standards

Appendix C contains a copy of our Voluntary Product Accessibility Template (VPAT).

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.

Our Service Organization Control 2 (SOC2) certification attests to our operational excellence and data protection practices across security, availability, processing integrity, confidentiality, and privacy—essential for cloud-based services handling sensitive educational data. A copy of our SOC2 report is available in Appendix B.

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.

Textbook Brokers is committed to continuous investment in technology and the development of innovative solutions that enhance the academic experience for students, faculty, and institutions. With an investment of more than $14 million in the Textbook Technology suite, we provide a modern, adaptable, and efficient bookstore experience. Our rolling 30-day update cycle so our web-based systems receive regular improvements without service interruptions, allowing us to quickly implement new features, enhance security, optimize accessibility compliance (ADA/WCAG), and respond to evolving industry trends. We adapt to market changes by leveraging data analytics, user feedback, and industry insights to refine our offerings. This includes expanding digital and inclusive access programs, enhancing AI-driven inventory management, optimizing omnichannel retail strategies, and continuously strengthening cybersecurity measures.
Our scalable technologies support future academic retail needs, featuring mobile-friendly platforms, automated faculty adoption tools, and financial aid integrations. UMW will benefit from the most advanced, reliable, and student-centric bookstore technologies available—both now and in the future.

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.

Textbook Brokers understands that every institution has unique requirements, and as such, we are committed to creating a custom model to best meet the needs of UMW's students, faculty, and administration. To achieve this, Textbook Brokers will collaborate closely with UMW to understand its specific goals and challenges. We will leverage our textbook retailing and distribution expertise to develop a customized solution that seamlessly integrates online and in-store purchasing experiences. Moreover, we will use our efficient inventory management system that ensures timely availability of textbooks and course materials, optimizing the distribution channels to streamline order fulfillment, and incorporating advanced online platforms for easy browsing, ordering, and tracking of purchases. By taking a flexible approach, Textbook Brokers aims to provide a comprehensive solution that maximizes convenience, accessibility, and student satisfaction. We are dedicated to creating a custom operational structure that aligns with UMW's vision and enhances the overall bookstore experience for the college community.

Textbook Brokers will focus entirely on promoting the UMW brand on all e-commerce pages. We will obtain UMW's approval on all website content, layout, and design.

- All branding will appear as if UMW manages the UMW Bookstore.
- Textbook Brokers can create custom URLs and vanity links, making the site easier to find online.
- The website will utilize only authorized UMW colors and logos.
- All graphics will be unique to UMW. To view some of the custom website examples, please visit the following URLs:
  - ou.textbookbrokers.com
  - roarstore.net
  - gntcbooks.com

ii. Inventory Management: Real-time advisement on stock availability to keep users informed.

Our efficient inventory management system ensures timely availability of textbooks and course materials, optimizing the distribution channels to streamline order fulfillment, and incorporating advanced online platforms for easy browsing, ordering, and tracking of purchases.

iii. Order Processing: Display of estimated delivery times, comprehensive customer support details, and prompt order acknowledgments.

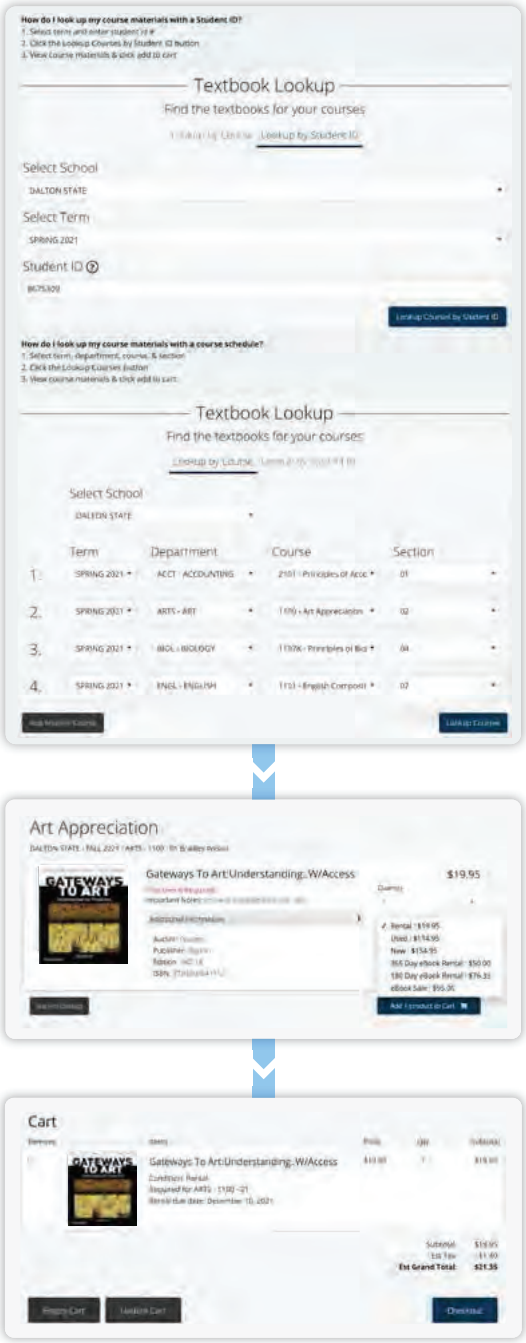
Preparing for the first day of class can be stressful for many students, especially first-year students and their parents. Finding and comparing course materials, the uncertainty of delivery times, and the high prices at traditional bookstores can add to this anxiety. However, we will alleviate these concerns and provide a seamless and hassle-free solution for reserving textbooks.

TRADITIONAL WEBSTORE ORDERS: Before each semester begins, our eCommerce stores deliver students and their families a hassle-free online shopping experience. Accurate pricing on online marketplaces helps customers feel confident when shopping at the campus bookstore. Clear notes from instructors or bookstore management give students a more precise description of what they are ordering.

COURSE MATERIAL LOOKUP: Our website has been built from the ground up to provide customers with the best online experience possible. Students can search for their course materials by Student ID, Course Lookup, and Search Bar.

CONDITION AND CART REVIEW: After customers have provided their schedule and student ID or utilized the search bar, the system will generate a list of the necessary course materials for their enrolled courses. At this stage, customers will be able to select the desired condition of the course materials, such as “New,” “Used,” or “Rental.” Once they have made their condition selection and added the products to their cart, students will have the opportunity to review the contents of their cart before proceeding with the checkout process.

CHECKOUT LOGIN & DELIVERY METHOD: During the checkout process, customers can check out as guests or create a secure customer account to log in to for future orders and faster checkout experiences. Once logged in, customers can pick up their course materials in-store or have them shipped.



DELIVERY INFORMATION & PAYMENT METHOD: After picking their delivery method, customers will input a few delivery details and choose their payment method.

PAYMENT INFORMATION: Following the choice of payment method, customers will be directed to the payment information page to input their card information or student ID if they wish to pay using financial aid funds. Textbook Brokers can make other forms of payment available upon your request.

ORDER REVIEW & CONFIRMATION: For the final step, customers can review all order details and place their order by clicking Confirm Order.

ORDER UPDATES: Order updates, including order confirmation and tracking numbers, will be automatically emailed and texted to customers throughout the order fulfillment process.

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.

We understand the importance of secure, reliable, and flexible payment processing to meet UMW's needs. We currently have partnerships with Fiserv and Braintree, providing payment solutions that comply with industry security standards and ensure a seamless transaction experience for customers. However, we are fully flexible and can contract with any payment processing provider that UMW prefers, in alignment with the university's security and operational requirements. Our team will work with UMW to integrate the selected payment processor while maintaining PCI compliance and delivering a secure and efficient payment experience for students, faculty, and staff.

ii. Required documents include the most recent AOC (Attestation of Compliance) and HTSA (High-Level Threat Security Assessment), both included in the RFP response.

Textbook Brokers will provide the most recent Attestation of Compliance (AOC), which is our PCI compliance certification found in Appendix D, and the High-Level Threat Security Assessment (HTSA) which is our SOC 2 report available in Appendix B. Both documents

demonstrate that our systems meet standards for data security, availability, processing integrity, confidentiality, and privacy. We are prepared to provide any additional documentation or security assessments required by UMW to support the evaluation process. Our team will collaborate with UMW's IT department and the Chief Information Officer (CIO) to ensure that all security and compliance requirements are met before implementation.

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.

Textbook Brokers will provide and maintain all necessary point-of-sale (POS) equipment required for bookstore sales and services, both online and in physical locations. Our POS systems are designed for seamless transaction processing, financial aid integration, and multi-channel retail operations, providing an efficient checkout experience for students, faculty, and staff.

ii. The Firm must provide its own network connection for POS operations.

We will supply and manage our own secure network connection for POS operations, guaranteeing consistent performance, data security, and PCI compliance without reliance on UMW's network infrastructure. Our dedicated IT team will oversee network security, maintenance, and troubleshooting for uninterrupted operations while following university cybersecurity and data protection policies.

c. Security Compliance
i. The Firm must ensure that its payment processing entity and other business partners undergo regular data security assessments.

Textbook Brokers is fully committed to meeting and exceeding the requirements set forth by the Payment Card Industry Data Security Standard (PCI DSS). Our payment architecture incorporates the secure tokenization of credit card data, ensuring that sensitive information is protected during transactions. We regularly review and update our security protocols to align with the latest PCI DSS standards, providing a secure environment for all credit card transactions

through our systems. This commitment to compliance reflects our dedication to maintaining the highest standards of data security and integrity in financial transactions at UMW. A copy of our PCI Compliance Certificate can be viewed in Appendix D.

Beyond PCI DSS compliance, our system incorporates multi-factor authentication (MFA) for admin accounts, end-to-end encryption for sensitive data, and firewall protection with intrusion detection to prevent cyberattacks. We comply with FERPA regulations to ensure student data privacy. In the event of a cyber incident, our Security Incident Response Team (SIRT) follows a three-step containment, investigation, and mitigation process. We detect and address threats in real time, notify affected parties within 24 hours, and implement post-incident security improvements to prevent future breaches.

ii. An Attestation of Compliance must be provided to UMW annually or upon request by UMW's CIO.

Textbook Brokers confirms that an updated Attestation of Compliance (AOC) will be provided to UMW annually or upon request by UMW's Chief Information Officer (CIO). We will maintain ongoing compliance with all security and data protection requirements, and our team will ensure that the AOC reflects the most current security measures and operational standards. Our compliance team will work with UMW's IT department to address any updates or changes needed to maintain alignment with university policies and industry best practices.

d. Merchant Identification

i. The Firm must use its own merchant identification number(s) when processing payments at physical and online campus store locations.

Textbook Brokers will use its own merchant identification number(s) (MID) for all payment processing at physical and online campus store locations. All transactions will be processed through our secure financial systems, allowing for efficient payment reconciliation, fraud prevention, and compliance with industry standards such as PCI DSS. Maintaining our own MID provides UMW with a self-contained, secure, and fully accountable payment processing structure that does not rely on the university's financial systems.

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.

Our security and data protection standards are implemented across all aspects of our operations. We require all business partners, vendors, and third-party service providers to follow industry-leading security protocols, including advanced encryption, anti-virus protections, and intrusion detection methods. Every partner must meet or exceed our own security standards for handling sensitive financial and personal data, complying with PCI DSS, GDPR, and other applicable data protection regulations. Our IT team monitors compliance, conducts regular security audits, and enforces strict contractual agreements with all partners to safeguard student, faculty, and institutional data.

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.

Textbook Brokers is deeply committed to continuous investment in technology, ensuring that we remain at the forefront of innovation while meeting the evolving needs of UMW and the broader academic community. We have invested over $14 million in the development of our advanced Textbook Technology suite, which enables us to deliver a modern, adaptable, and efficient bookstore experience.

Through a rolling 30-day update cycle, we ensure that our web-based systems receive regular improvements without any disruptions to service. This approach allows us to quickly implement new features, enhance security, optimize accessibility compliance (ADA/WCAG), and stay ahead of industry trends. Our commitment to staying at the cutting edge of technology is also demonstrated through our use of data analytics, user feedback, and market insights to refine and evolve our offerings.

In response to the changing landscape of the academic retail environment, we have expanded digital and inclusive access programs, enhanced AI-driven inventory management, and optimized

our omnichannel retail strategies. Furthermore, we continuously strengthen our cybersecurity measures to protect our users and data.

Our scalable and future-ready technologies are designed to support the long-term needs of academic institutions, featuring mobile-friendly platforms, automated faculty adoption tools, and seamless integrations with financial aid systems. UMW will benefit from the most advanced, reliable, and student-centric bookstore technologies available—now and in the future—ensuring that we can meet the demands of both today's academic environment and tomorrow's innovations.

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.

We are deeply committed to innovation, continuously developing cutting-edge technology solutions that align with the evolving needs of UMW and the academic sector. Our technology roadmap is constantly evolving, ensuring our system remains adaptive, scalable, and responsive to market changes and institutional requirements.

HOW WE STAY AHEAD

- *User-Driven Development –* We build and refine our system based on direct feedback from students, faculty, and administrators, ensuring that new features address real-world needs.
- *Continuous Enhancements –* We release new updates every 30 days, proactively adapting to industry trends, compliance requirements, and technological advancements.
- *Significant Investment in Innovation –* We have invested millions of dollars into developing a state-of-the-art system that enhances efficiency, accessibility, and compliance.
- *Data-Driven Solutions –* By analyzing adoption trends, material usage, and student engagement, we develop tools that improve compliance, affordability, and access to course materials.
- *Scalability & Flexibility –* Our system is built to adapt to institutional preferences, whether through custom integrations, evolving payment solutions, or enhanced faculty tools.

Our proactive approach to technology ensures that UMW benefits from an innovative, responsive, and future-proof system that enhances the academic experience while simplifying processes for faculty, students, and administrators.

J. Payment Options

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.

Textbook Brokers accepts multiple payment options beyond traditional cash, personal checks, and credit/debit cards, providing flexibility and convenience for UMW students. We accept PayPal, ApplePay, GooglePay, Venmo, UMW EagleOne Card, and third-party agency charges, allowing students to choose the payment method that best fits their needs. For students utilizing financial aid or bookstore vouchers, our system integrates with UMW's student account services to facilitate direct billing and fund application so course materials can be purchased without out-of-pocket expenses when eligible. We will be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.

DEPARTMENT CHARGES

Textbook Brokers understands that each department within UMW has distinct needs. We are flexible and will customize the ordering process to accommodate any requirements. Each UMW department will have a dedicated account set up in our ordering system. Departments can place orders using either a Purchase Order (PO) system or direct departmental charge accounts, billed either to the school or the specific department. This flexibility allows departments to choose the method most convenient for their budgeting and financial processes. Our faculty portal will be tailored for UMW departments, allowing departments to browse and order from a pre-approved list of textbooks and other academic materials. The platform will be accessible 24/7, so department heads and authorized personnel can place orders at their convenience. Our customer service team will be available to assist with any inquiries or special requests and provide guidance and support throughout the ordering process, including setting up accounts, troubleshooting issues, and providing detailed product information.

All pricing will adhere to the negotiated terms agreed upon in our contract with UMW. These terms will be embedded into the online ordering platform to automatically apply the correct pricing during the checkout process. Textbook Brokers will conduct regular audits of transactions for compliance with the agreed-upon pricing structure. Any discrepancies will be addressed immediately to maintain trust and accuracy. We will provide UMW and its departments with regular and transparent reports detailing purchasing activities and adherence to the pricing agreements so all parties can monitor compliance and make necessary adjustments to the purchasing agreement.

Textbook Brokers will offer periodic training for department representatives to familiarize them with the ordering system and any updates to the pricing agreements. All users will be kept well-informed so they can effectively utilize the system to meet their needs. We will work diligently to ensure that UMW's departments have a seamless and efficient ordering experience while upholding adherence to negotiated pricing.

1. Refunds

a. Propose a refund policy for each business segment.

Textbook Brokers guarantees the replacement of any defective textbooks at no additional cost to the buyer, providing a straightforward and quick replacement process to minimize disruption to the student's learning experience. The following table outlines the refund timelines, conditions, and semester so all students know their options and processes. It will also help minimize confusion and potential disputes related to textbook returns, enhancing overall customer satisfaction.

SEMESTER	TRADITIONAL PURCHASE
FALL	Returns must be made within two weeks of the semester starting or within 30 days with an add/drop slip. Receipt is required, and the books must be in original condition.
SPRING	Similar to fall: Returns within two weeks or within 30 days with add/ drop slip; receipt and original condition required.
SUMMER	Returns within the first week of the session or within 30 days with add/ drop slip. Conditions are the same as in other semesters.
GENERAL POLICIES	Late returns are generally not accepted. Exceptional circumstances require management approval. Non-refundable: Activated access codes and customized materials.

2. Promotional Offers

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

Recognizing the financial pressures on students, Textbook Brokers will offer seasonal promotions and discounts specifically for the student body. These include back-to-school discounts, end-of-term clearance sales, and special event promotions for UMW activities. Each semester, students can look forward to a "Welcome Week Discount" of 10% on all merchandise during the first week of classes, helping to ease the financial burden of starting a new term.

Textbook Brokers will use the following guidelines for faculty and staff and department discounts:

- *Faculty and Staff Discounts*—UMW faculty and staff receive a 20% discount on all purchases, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.
- *Department Discounts*—Campus departments receive a 20% discount on all authorized departmental purchases, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.

To show appreciation for their dedication and collaboration throughout the year, Textbook Brokers hosts events offering gift cards, discounts, and refreshments to thank faculty for making educational resources affordable and accessible.

K. General Merchandise

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.

UGS purchases and owns 100% of the in-store and online merchandise inventory. We will purchase inventory based on demand and will provide product design, assortment, order management and supplier recommendations for specific school requested merchandise such as lab coats, goggles, patches, diploma frames, and graduation products. We offer a broad range of product lines found in university stores such as apparel (adult and youth), hats, outerwear, fashion accessories, bags, drinkware, writing instruments, lanyards, jewelry, decals, plush toys, technology accessories and office supplies. We also provide specialty supplies like stethoscopes, scrubs, architecture kits, and culinary kits for academic programs such as Nursing, Architecture and Culinary Arts. Through research and sales trend analysis, we carefully select our merchandise and manage inventory levels based on:

- Categorization and prioritization of products to help us understand the merchandise turn cycles. We categorize our products into 3 groups:
  - *Group A –* higher priced items that we need less of, but are essential to the product mix
  - *Group B –* moderately priced items that sell faster than group A
  - *Group C –* lower priced items that sell quickly and need quicker replenishment
- Electronic tracking of supplier, sku, price, cost, and sales
- Periodic inventory audits to ensure the inventory on the floor matches the system count

Analysis of supplier performance to ensure that all suppliers meet our in-hand dates, have efficient order and invoicing processes, and carry out high-quality merchandise at a reasonable cost. Among our suppliers are:

- Apparel
  - Blue 84
  - Cutter & Buck
  - MV Sport
  - Untuck It
- Collectibles and School Supplies
  - Herff Jones
  - 3M/Post It
- Accessories
  - Jardine Associates
  - Logo Concepts
  - MCM Brands
  - Zypher

INVENTORY CONTROL & MERCHANDISING

UGS balances supply and demand for products in a constant cycle of selling and restocking, anticipating the needs of our customers for new products. Through automation, inventory needs are forecasted resulting in stock replenishment in a timely fashion. By researching style trends and understanding the need for fundamental "must-have" products, we offer a merchandise mix aligned with the needs of the campus community.

We have access to 2000+ preferred vendors to ensure that UGS has the right products for campus in-store and online sales. We have ready access to over one million high quality products, many from trusted brands.

Product shipments are received in a set procedure, checking to ensure that the merchandise has arrived in good condition and in the proper quantity. Products are entered into the inventory management system for tracking and routed to the proper location in the store and prepared for sale. Damaged goods are returned according to vendor specific protocols.

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.

University Gear Shop acknowledges and agrees with this statement.

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.

UGS is committed to adhering to the University of Mary Washington (UMW) licensing requirements and maintaining a strong partnership with UMW's licensing office. This ensures that all products bearing the UMW name, marks, logos, or other intellectual property are appropriately approved before being offered for sale on the sales floor or through UGS's online store. We have developed a structured workflow to ensure compliance and protect the integrity of UMW's brand.

ESTABLISHMENT OF A CLEAR LICENSING WORKFLOW

- **DESIGN AND PRODUCT CREATION:** Before any product bearing UMW's name, marks, or logos is designed or produced, UGS will initiate the approval process by submitting all product designs to the UMW licensing office. This includes apparel, accessories, and any other merchandise that will bear university trademarks.
- **DESIGN SUBMISSION PORTAL:** UGS will utilize the preferred submission portal, either digital or physical, provided by UMW's licensing office to send detailed mockups, product specifications, and materials to be reviewed.
- **APPROVAL PROCESS TIMELINE:** UGS will adhere to a clear timeline for the submission process. Typically, designs will be submitted for review at least 4-6 weeks prior to the desired production date to ensure that all necessary approvals are obtained in time.
- **COLLABORATIVE REVIEW:** UGS will work directly with the licensing office to address any requested modifications or revisions to product designs, ensuring they align with UMW's branding guidelines, trademark policies, and aesthetic standards.

COORDINATION WITH UMW LICENSING FOR COMPLIANCE

- **DETAILED REVIEW OF GUIDELINES:** UGS will ensure that all products are designed and produced in full compliance with UMW's brand standards and guidelines. UGS will maintain an up-to-date copy of these standards and reference them during the design process to prevent the submission of non-compliant products.
- **TRADEMARK USAGE:** UGS will pay close attention to how UMW's trademarks and logos are applied, ensuring proper scaling, colors, fonts, and usage rules are followed. This includes verifying the proper placement of logos on products, apparel, and merchandise.
- **PRODUCT LICENSING AGREEMENT:** UGS will work with UMW's licensing office to ensure that all vendors and manufacturers producing UMW-branded items are properly licensed to do so. UGS will not engage with unlicensed manufacturers and will require proof of licensing from any third-party suppliers.

APPROVAL WORKFLOW

- **PRE-APPROVAL FOR PRODUCTION:** Once designs are finalized, UGS will submit them to the UMW licensing office for formal approval before production begins. UMW will review the product for proper trademark usage, adherence to brand guidelines, and overall quality control.
- **APPROVAL DOCUMENTATION:** UGS will keep a record of approval documentation for all products to ensure that each item is fully authorized by UMW's licensing office. These documents will be maintained for audit purposes and to ensure consistent compliance.

PRODUCT MONITORING AND UPDATES

- **ONGOING COMPLIANCE**: Once products have been approved and placed for sale, UGS will continue to monitor their presence on both the sales floor and the online store to ensure that they remain compliant with UMW's guidelines. UGS will perform periodic internal audits of merchandise to confirm proper trademark usage and branding.
- **UPDATE OF PRODUCTS:** If UMW's branding or trademark guidelines change over time, UGS will work closely with the licensing office to update products in compliance with new policies or updated design elements.

- **INVENTORY MANAGEMENT SYSTEM:** UGS's inventory management system will track all UMW-branded products, ensuring that only licensed products are available for sale. If an item is found to be non-compliant or has expired approvals, it will be promptly removed from both the sales floor and the online store.

ONLINE STORE AND MARKETING COMPLIANCE

- **WEB PRODUCT APPROVAL:** Similar to in-store products, all merchandise featured on UGS's online store that bore UMW branding will be submitted to UMW's licensing office for approval before being listed for sale. UGS will include mockups, product descriptions, and images for online products to ensure that the designs meet UMW's approval.
- **MARKETING AND PROMOTIONS:** UGS will submit any marketing materials or campaigns involving UMW-branded products for review to ensure that all advertisements and promotional efforts reflect the university's branding guidelines and licensing requirements.
- **DIGITAL INVENTORY:** The online store's product listings will be regularly audited to ensure only approved, licensed UMW merchandise is available for purchase. Any items that are unapproved or no longer licensed will be removed immediately.

MAINTAINING ONGOING COMMUNICATION WITH UMW LICENSING

- **DEDICATED LICENSING LIAISON:** UGS will appoint a dedicated team member to work directly with UMW's licensing office, ensuring that communication remains clear and effective throughout the approval process. This liaison will be responsible for tracking all submissions, approvals, and compliance measures.
- **QUARTERLY OR ANNUAL REVIEW MEETINGS:** UGS will schedule regular meetings with UMW's licensing office, either quarterly or annually, to review new products, update branding guidelines, and discuss any changes in licensing requirements.
- **COLLABORATIVE FEEDBACK:** If any compliance issues or concerns arise during the approval process or post-launch, UGS will address them promptly with the licensing office, making any necessary changes to products or sales practices.

UGS is committed to a streamlined and collaborative process with UMW's licensing office to ensure that all products bearing the university's name, marks, and logos are properly approved before being placed on the sales floor or website for sale. By adhering to UMW's guidelines and maintaining transparent communication throughout the product lifecycle, UGS ensures compliance, brand integrity, and a high standard of quality for all UMW-branded merchandise sold to students, faculty, and staff.

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.

Please see the response to Question #1 of the General Merchandise section.

a. Detail how your merchandising approach affects pricing, with a focus on making items affordable for the university community while maintaining quality.

UGS's merchandising approach is designed to balance affordability and quality, providing University of Mary Washington (UMW) students, faculty, and staff with high-quality products that are accessible within a reasonable price range. Our approach focuses on aligning with the university's values while ensuring that pricing is competitive, fair, and considerate of the economic diversity within the UMW community. Below, we outline how UGS's merchandising strategy affects pricing and the measures taken to maintain affordability without compromising quality.

UNDERSTANDING THE MARKET AND COMMUNITY NEEDS

- **TARGET AUDIENCE ANALYSIS:** UGS conducts regular analysis of the UMW community, including students, faculty, and staff, to understand their purchasing power and preferences. This helps us determine the most appropriate price points for various product categories (e.g., clothing, accessories, textbooks, and school supplies).
- **AFFORDABILITY FOCUS:** We recognize that students, especially those in undergrad programs, are often on fixed or limited budgets. This informs our approach to selecting items that are both affordable and of high value, ensuring that products are priced within reach of the typical UMW student.
- **DIVERSE PRICE RANGES:** UGS offers a range of products with different price points to accommodate different budgets. For example, we offer lower-cost options such as t-shirts and school supplies alongside premium items such as high-quality outerwear or exclusive university-branded merchandise.

COMPETITIVE PRICING STRATEGY (GOOD, BETTER, BEST)

MARKET RESEARCH: UGS regularly monitors competitors, including other campus stores, online marketplaces, and nearby retail outlets. This helps ensure that our pricing remains competitive without undercutting the value of UMW-branded merchandise.

ALIGNING WITH INDUSTRY STANDARDS: We price merchandise in a way that is aligned with both the quality of the product and the general pricing trends within the university store industry. This ensures our prices are not only competitive but also reflective of the value customers are receiving.

COMPARABLE PRICING WITH EXTERNAL RETAILERS: In cases where UMW-branded products are also available through external retailers, UGS ensures that our prices are comparable, considering shipping costs, exclusivity, and convenience.

MAINTAINING QUALITY WHILE MANAGING COST

- **PARTNERING WITH TRUSTED VENDORS:** UGS works with trusted suppliers and manufacturers known for producing high-quality goods. We maintain long-term relationships with vendors to ensure both product consistency and favorable pricing agreements. Through bulk purchasing and negotiated pricing, we can offer quality merchandise at affordable prices.
- **QUALITY CONTROL:** Every product that UGS offers undergoes strict quality control procedures. We ensure that products meet UMW's standards in terms of durability, design, and functionality, which ultimately helps customers get the best value for their money.
- **MATERIALS AND CONSTRUCTION:** For apparel and accessories, UGS sources durable materials, such as high-quality cotton and fabric blends, which ensure that items last longer despite being offered at affordable prices. This reduces the need for frequent replacements, thus providing better overall value to the consumer.

COST EFFICIENCY IN OPERATIONS

- **OPTIMIZING INVENTORY AND STOCK MANAGEMENT:** UGS uses a demand-based inventory system that ensures we only stock products based on real-time customer demand. This prevents overstocking, minimizes markdowns, and helps to keep prices lower. We work closely with UMW to forecast demand accurately and ensure that the products on the sales floor are those that are most likely to sell, reducing waste and costs.
- **ECONOMIES OF SCALE:** UGS maximizes economies of scale by placing larger orders with suppliers, which allows us to pass savings onto the customer without sacrificing the quality of products. Bulk purchasing enables us to offer lower prices on frequently sold items such as apparel, school supplies, and accessories.

DISCOUNT PROGRAMS AND PROMOTIONS

- **STUDENT DISCOUNTS:** UGS offers regular student discounts, either through seasonal sales or by providing a percentage off specific product categories. Discounts are also given to faculty and staff, ensuring that every member of the UMW community can access affordable products.
- **SEASONAL SALES AND CLEARANCE:** UGS organizes seasonal sales, including back-to-school promotions, end-of-year clearance sales, and holiday discounts. These sales provide UMW students with the opportunity to purchase merchandise at significantly reduced prices, helping to manage their budgets during critical times in the academic year.
- **LOYALTY PROGRAMS:** UGS is open to implementing loyalty programs for frequent customers, rewarding them with points, discounts, or exclusive offers. This encourages repeat purchases and creates an incentive for customers to continue shopping at UGS while keeping their costs manageable.

University Gear Shop understands the importance of value-priced items and the role they play in an overall affordable offering. Out procurement strategy allows University Gear Shop to provide entry price points that

don't break the bank. We have heard from our customers, and we have listened. The following are items and price points within our value-priced program:

- Value-Priced T-shirts – Starting at $16.95
- Value-Priced Crewneck Sweatshirt – Starting at $29.95
- Value-Priced Hooded Sweatshirt – Starting at $39.95
- Value-Priced Long Sleeve T-shirt - $24.95

TRANSPARENCY IN PRICING AND VALUE COMMUNICATION

- **VISIBLE PRICING:** UGS ensures that all products have clear and visible pricing on both the sales floor and online store. Customers can easily compare prices, making it simpler to choose products based on their needs and budget.
- **HIGHLIGHTING VALUE:** On product tags and online listings, UGS highlights the added value of products. For example, when selling branded apparel, UGS will mention its durability and long-lasting design, which justifies its price, providing customers with a deeper understanding of the product's worth.

SUSTAINABILITY AND ETHICAL PRICING

- **SUSTAINABLE MERCHANDISE OPTIONS:** UGS is committed to offering sustainable product options, such as eco-friendly apparel or reusable items, at affordable prices. We aim to provide these environmentally conscious products at prices that are accessible to the UMW community.
- **ETHICAL VENDOR PARTNERSHIPS:** We partner with vendors who meet fair labor standards and practice ethical production methods. This ensures that our products are produced with consideration for both the environment and the workers involved, while still maintaining an affordable price range.

UGS's merchandising approach focuses on making products affordable for the UMW community without compromising quality. Through strategic vendor partnerships, competitive pricing, efficient inventory management, and customer-centric promotions, we ensure that students, faculty, and staff have access to high-quality merchandise at reasonable prices. By maintaining transparency, offering discounts, and continuously optimizing our pricing strategy, UGS remains committed to providing the best value to the UMW community while supporting the university's mission.

a. Detail how your merchandising approach affects pricing, with a focus on making items affordable for the university community while maintaining quality.

UGS understands that effective merchandising requires continuous adaptation to evolving market trends and the needs of the University of Mary Washington (UMW) community. Our approach to market research and collaboration with UMW ensures that we remain responsive to customer preferences and that the campus store's offerings reflect the current demand while eliminating outdated or expired merchandise. Below, we detail how UGS conducts market research, works with UMW to identify new products, and manages the phase-out process for expired or obsolete items.

MARKET RESEARCH EFFORTS

STUDENT AND FACULTY SURVEYS

- *Annual or Biannual Surveys:* UGS conducts regular surveys among students, faculty, and staff to gather feedback on their purchasing habits, preferences, and desired product categories. These surveys help UGS stay informed about the types of merchandise the UMW community values most, such as specific apparel, accessories, tech gear, or school supplies.
- *Product Feedback:* Surveys and informal feedback channels ask customers to rate product quality, style, and price. We also inquire about potential new products or brands they'd like to see in the store. This data is instrumental in shaping our purchasing decisions for the upcoming semesters.
- *Focus Groups:* UGS occasionally holds small focus groups with UMW students or faculty to discuss new product ideas, seasonal offerings, and customer satisfaction with current merchandise. These sessions provide in-depth insights into what the campus community wants.

SALES DATA ANALYSIS

- *Sales Trend Analysis:* UGS regularly analyzes sales data from both in-store and online purchases. This analysis identifies which products are performing well and which are lagging in sales. By monitoring these trends, we can adjust our inventory levels, remove underperforming items, and introduce new, more popular products.
- *Seasonal Demand Patterns:* UGS tracks seasonal shifts in product demand, such as increased sales of apparel during back-to-school periods, graduation items, and fan gear for athletic events. This helps us forecast and plan purchases based on seasonal peaks.
- *Competitive Benchmarking:* UGS conducts market research on competitors, including other campus stores, local retailers, and online merchants. This includes tracking merchandise pricing, popular product types, and emerging trends in higher education retail. UGS ensures its product offerings stay competitive and meet the expectations of the UMW community while maintaining affordability.

CUSTOMER BEHAVIOR AND PREFERENCES

- *In-Store Observations:* UGS staff routinely observe customer preferences in-store, noting which items are frequently browsed, tried on, or purchased. Staff members are trained to engage with customers to gather feedback directly about product preferences and potential new merchandise.
- *Online Behavior Tracking:* UGS also tracks customer behavior on its website, using analytics tools to understand which products are frequently viewed, added to carts, or purchased. This data helps refine product offerings and adjust inventory to meet customer needs.

COLLABORATION WITH UMW TO DETERMINE NEW PURCHASES

REGULAR MEETINGS WITH UMW STAKEHOLDERS

- *Stakeholder Input:* UGS regularly meets with UMW leadership and various departments, including student affairs, athletics, and academic departments, to discuss the evolving needs of the university community. These meetings offer valuable insights into upcoming trends, events, and seasonal activities that may influence purchasing decisions.
- *Partnership with UMW Faculty and Staff:* UGS actively seeks input from faculty and staff regarding academic and professional needs, ensuring that any necessary supplies or items for specific disciplines (e.g., art supplies, lab

materials) are stocked. Additionally, input on desired types of school-branded items (e.g., work attire, office accessories) is also gathered.
- *University-Specific* Events: UGS collaborates with UMW to anticipate new opportunities for merchandise related to university events, such as homecoming, graduation, conferences, or sporting events. This partnership allows UGS to stay proactive in introducing event-specific merchandise at the appropriate times.

TREND IDENTIFICATION AND MARKET RESEARCH INSIGHTS

- *Trend Forecasting:* UGS works closely with UMW to identify emerging trends in student life, technology, and fashion that might influence new product lines. UGS attends trade shows, monitors social media, and reviews retail reports to stay ahead of the curve and bring in new products that will be relevant to the UMW community.
- *Sustainability and Ethical Sourcing:* UGS and UMW collaborate on initiatives to bring in more sustainable products that align with the university's values. This includes sourcing eco-friendly materials for clothing, accessories, and stationery, ensuring that the campus store aligns with the university's commitment to sustainability.

PHASE-OUT OF EXPIRED OR OBSOLETE MERCHANDISE

PRODUCT LIFECYCLE MANAGEMENT

- *End-of-Life Evaluation:* UGS regularly evaluates the product lifecycle of all items in the store. Products are monitored to assess when they reach the end of their lifecycle—whether due to lack of demand, seasonality, or expiration of licensing agreements (e.g., outdated logo designs or marks).
- *Clearance Sales:* When merchandise is identified as expired or obsolete, UGS runs clearance sales to make room for new inventory. These sales are promoted through in-store displays, email newsletters, and online platforms to maximize the sale of remaining items before they are phased out.
- *Product Rotation:* UGS ensures the rotation of inventory to ensure that newer, more relevant products are always front and center, and expired or unsold items are gradually removed from high-traffic areas of the store.

DISPOSAL AND DONATION OPTIONS

- *Sustainability Practices:* UGS is committed to environmentally responsible disposal methods. Expired merchandise that cannot be sold is donated, repurposed, or recycled wherever possible. Items that are still in good condition but have reached the end of their sales lifecycle may be donated to local charities or used for campus events.
- *Inventory Management Systems:* UGS utilizes inventory management systems that track product age, sales performance, and expiration dates. These systems automatically flag outdated products, ensuring they are removed from the sales floor promptly.

UGS's approach to market research, in collaboration with UMW, enables us to consistently offer fresh and relevant products while maintaining affordable pricing. By leveraging surveys, sales data, and feedback from UMW stakeholders, UGS ensures that our offerings meet the needs of the campus community. Additionally, our proactive phase-out strategy for expired merchandise allows us to maintain a dynamic and appealing product selection, ensuring that UMW students, faculty, and staff always have access to the best selection of high-quality, university-branded 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

At UGS, affordability is defined by offering products that are accessible to the diverse financial situations of the University of Mary Washington (UMW) community, without compromising on quality. Specifically, for both men's and women's apparel, affordability is achieved through a blend of lower-cost options alongside mid-range and premium choices that provide students, faculty, and staff with various price points to suit their budgets. We aim to ensure that UGS's apparel offerings are not only aligned with market standards but also ensure value for money across different demographics within the UMW community.

AFFORDABLE PRICING FOR MEN'S AND WOMEN'S APPAREL

VALUE-PRICED PROGRAM:

- *Core Offering:* The Value-Priced Program is a critical aspect of UGS's pricing strategy. It includes a range of men's and women's apparel that is priced for affordability while maintaining quality and the UMW brand's integrity.
- *Target Price Range:* Affordable apparel typically falls within the $16 to $40 range, which aligns with student budgets and allows for everyday purchases, such as t-shirts, hoodies, and sweatshirts. These items will be simple, stylish, and widely popular within the UMW community.
- *Essential Items:* The Value-Priced Program will feature staple items, such as basic branded t-shirts, sweatpants, hats, and socks, which are perfect for everyday wear and casual campus environments. These items offer customers accessibility while reinforcing school spirit.

GOOD, BETTER, BEST PROCUREMENT APPROACH:

- *Good (Entry-Level):* The "Good" category represents affordable, entry-level apparel that is accessible to the widest range of students. These products will feature basic branding (such as the UMW logo) and will be priced at the lower end of the range, typically between $16 and $40.
- *Better (Mid-Range):* The "Better" category will include a slightly more premium selection of apparel with enhanced fabrics, styles, and additional features, such as eco-friendly materials or more sophisticated designs. These products will be priced between $40 and $70, appealing to students and faculty looking for slightly higher quality without going into premium pricing.
- *Best (Premium):* The "Best" category will include high-quality, fashion-forward, or performance-based apparel items, such as outerwear, advanced fabric materials, or limited-edition pieces. These products will be priced above $70, catering to customers who are willing to invest in higher-end, long-lasting items for special occasions or fashion-conscious purchases.

UGS's approach to pricing men's and women's apparel at the University of Mary Washington ensures that all members of the UMW community—regardless of budget—have access to quality, university-branded merchandise. By offering a variety of pricing options through the Value-Priced Program and the Good, Better, Best procurement approach, UGS can provide affordable items while maintaining product quality and appeal. With 75%-80% of the selection

focused on value-priced, good, and better accessible items, UGS ensures that affordability is a cornerstone of the apparel offerings while also providing a range of options for those seeking higher-end apparel.

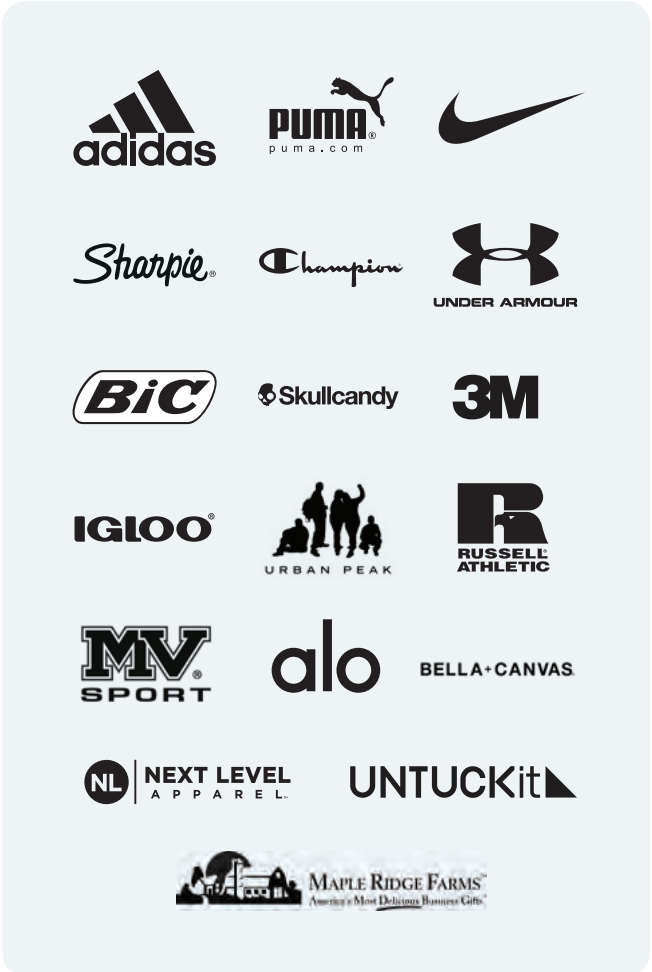
d. Describe any measures in place to balance quality with cost-effectiveness.

UGS is committed to providing high-quality products at competitive prices while ensuring affordability for the University of Mary Washington (UMW) community. Our strategy for balancing quality with cost-effectiveness involves a combination of strategic sourcing, vendor partnerships, bulk purchasing, product testing, and a tiered pricing structure to maintain value without compromising on durability, comfort, or brand integrity.

STRATEGIC SOURCING AND VENDOR PARTNERSHIPS

UGS collaborates with reputable manufacturers and suppliers who specialize in high-quality, cost-effective collegiate merchandise. By leveraging long-standing relationships with these vendors, we secure better pricing on bulk orders while ensuring that all products meet or exceed UMW's quality expectations.

- **PREFERRED VENDOR AGREEMENTS:** UGS negotiates with key vendors to obtain lower costs without sacrificing material quality or craftsmanship.
- **SUSTAINABLE & ETHICAL SOURCING:** We prioritize vendors that offer sustainable materials and ethical manufacturing processes while maintaining reasonable price points.
- **PRIVATE LABELING OPPORTUNITIES:** By working directly with manufacturers to produce exclusive UMW-branded apparel and merchandise, UGS eliminates unnecessary markups, passing the savings on to customers.



BULK PURCHASING & INVENTORY MANAGEMENT

UGS strategically manages inventory to optimize costs and prevent overstock or understock situations, which can lead to markdowns or lost sales.

- *Bulk Order Discounts:* We maximize savings by purchasing larger quantities of high-demand items at reduced prices while negotiating volume-based discounts.
- *Data-Driven Inventory Forecasting:* UGS utilizes historical sales data, seasonal demand trends, and customer insights to determine optimal order quantities and avoid excessive surplus or stockouts.
- *Centralized Distribution:* Leveraging regional distribution centers helps lower shipping costs and ensures a steady supply of affordable merchandise.

GOOD, BETTER, BEST PROCUREMENT APPROACH

UGS follows a tiered pricing model to offer a range of product options at different price points, ensuring affordability while allowing customers to choose higher-quality items if desired.

- *Good (Value-Priced Program – 40-45%):* Affordable, entry-level items that maintain essential quality while keeping prices low ($16-$40).
- *Better (Mid-Range – 30-35%):* Mid-tier options with improved fabric, fit, and design, offering enhanced durability at a moderate price point ($40-$70).
- *Best (Premium – 15-20%):* High-quality, premium apparel and accessories with superior materials, advanced performance features, or exclusive branding ($70+).

This procurement strategy ensures that all students, faculty, and staff can find suitable options within their budget without compromising on quality.

COST-SAVING INITIATIVES WITHOUT QUALITY COMPROMISE

UGS continuously explores ways to reduce operational costs while maintaining product integrity, passing savings on to the UMW community.

- *Efficient Supply Chain Management:* Streamlining logistics and minimizing excess handling costs to keep pricing competitive.
- *Sustainable Alternatives:* Utilizing recycled or organic materials that reduce costs over time while promoting sustainability.
- *Technology Integration:* Leveraging AI-driven inventory systems to improve purchasing accuracy and reduce waste.

UGS achieves the ideal balance between quality and cost-effectiveness by employing strategic sourcing, bulk purchasing, tiered pricing, rigorous quality control, and operational efficiencies. Through these measures, UGS ensures that the University of Mary Washington community has access to high-quality, affordable merchandise that meets their needs and budget while maintaining brand integrity and long-term sustainability.

e. How will you ensure that your merchandise prices are competitive in the local area?

UGS is committed to maintaining competitive merchandise pricing by continuously monitoring the local market, leveraging vendor relationships, and implementing strategic pricing models. Through regular market research, bulk purchasing, and dynamic pricing adjustments, we ensure that our offerings remain affordable while upholding quality standards. Additionally, we provide a range of price points, promotions, and discount programs to meet the diverse needs of students, faculty, and the broader campus community. By prioritizing transparency and responsiveness to customer feedback, UGS strives to deliver fair and competitive pricing that aligns with both institutional expectations and consumer demand.

To ensure that UGS maintains competitive pricing for merchandise in the local area, we will implement the following strategies:

MARKET RESEARCH & PRICE MONITORING

- Regularly analyze prices at competing bookstores, retail stores, and online platforms.
- Utilize price-comparison tools and industry reports to benchmark against similar quality merchandise.

DYNAMIC PRICING STRATEGY

- Adjust pricing based on demand, seasonality, and promotional trends.
- Offer student discounts, bundle deals, and loyalty programs to provide better value.

VENDOR NEGOTIATIONS & BULK PURCHASING

- Leverage strong vendor relationships to secure cost-effective bulk purchasing agreements.
- Work with local vendors where it is possible to minimize shipping and logistics costs.

AFFORDABILITY TIERS

- Offer a mix of price points, including budget-friendly options alongside premium merchandise.
- Provide in-house or exclusive branded items that balance quality and cost.

PROMOTIONS & PRICE MATCHING

- Implement special sales, limited-time promotions, and discounts during key academic and sports seasons.
- Consider price-matching policies for specific high-demand items to remain competitive.

CUSTOMER FEEDBACK & ANALYTICS

- Gather feedback from students and faculty to understand pricing concerns.
- Use sales data analytics to determine which price points are most effective.

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.

University Gear Shop acknowledges and agrees with this statement.

4. What school spirit and emblematic merchandise do you typically offer?

UGS proudly offers a wide range of school spirit and emblematic merchandise designed to foster pride and connection within the campus community. Our selection includes high-quality apparel, accessories, drinkware, school supplies, and collectibles, all featuring official school logos, colors, and mascots. Whether students and alumni are looking for game day essentials, everyday wear, or unique keepsakes, UGS ensures a variety of options to meet diverse preferences and budgets. By continually refreshing our inventory with trending styles and seasonal items, we provide a dynamic assortment that celebrates school pride in every aspect of campus life.

UGS typically offers a diverse selection of school spirit and emblematic merchandise designed to appeal to students, alumni, faculty, and fans. Our offerings include:

APPAREL & ACCESSORIES

- T-shirts, hoodies, sweatshirts, and jackets
- Hats, beanies, and visors
- Socks, scarves, and gloves
- Bags, backpacks, and tote bags

DRINKWARE & HOME GOODS

- Water bottles, tumblers, and coffee mugs
- Blankets, pillows, and dorm décor
- Flags, banners, and pennants

TECH & SCHOOL SUPPLIES

- Laptop sleeves, phone cases, and earbuds
- Notebooks, planners, and stationery
- Writing instruments and desk accessories

GAME DAY & OUTDOOR GEAR

- Stadium chairs, seat cushions, and tailgating accessories
- Umbrellas and ponchos
- Athletic wear and performance gear

NOVELTIES & COLLECTIBLES

- Keychains, lanyards, and stickers
- Plush mascots and figurines
- Limited-edition and commemorative items

a. Clarify the process for choosing merchandise to be offered, particularly school spirit and emblematic items.

UGS follows a strategic and data-driven approach to selecting merchandise, particularly school spirit and emblematic items, to ensure alignment with campus culture, student preferences, and market trends. Our selection process involves close collaboration with university stakeholders, including administrators, student organizations, and athletics departments, to identify merchandise that best represents the school's identity. The process includes:

MARKET RESEARCH & SALES DATA ANALYSIS: Reviewing past sales performance, student surveys, and industry trends to determine popular items and emerging styles.

UNIVERSITY BRANDING & LICENSING COMPLIANCE: Ensuring all emblematic merchandise meets university branding guidelines and licensing requirements.

VENDOR SELECTION & QUALITY ASSURANCE: Partnering with reputable vendors to source high-quality, durable, and competitively priced products.

SEASONAL & EVENT-BASED PLANNING: Adjusting inventory to align with academic calendars, sports seasons, and major campus events.

AFFORDABILITY & VARIETY CONSIDERATIONS: Offering a mix of price points and product categories to accommodate different budgets and preferences.

By continuously refining our selection process based on feedback and market insights, UGS ensures that school spirit merchandise remains relevant, high-quality, and accessible to the entire campus community.

b. Explain how brands are selected, ensuring they align with the university's values and appeal.

UGS carefully selects brands that align with the university's values, ensuring that merchandise reflects the institution's commitment to quality, inclusivity, sustainability, and school pride. Our brand selection process prioritizes vendors that uphold ethical manufacturing practices, adhere to university branding guidelines, and resonate with the preferences of students, alumni, and faculty. The process includes:

UNIVERSITY STANDARDS & LICENSING COMPLIANCE: Partnering with officially licensed vendors to maintain brand integrity and trademark compliance.

ETHICAL & SUSTAINABLE SOURCING: Prioritizing brands that demonstrate responsible labor practices, environmental stewardship, and sustainable materials.

QUALITY & DURABILITY ASSURANCE: Evaluating product materials, construction, and vendor reputation to ensure long-lasting merchandise.

TREND & MARKET ANALYSIS: Selecting brands that appeal to students and reflect current fashion and lifestyle trends.

AFFORDABILITY & ACCESSIBILITY: Offering a diverse range of price points to ensure school spirit merchandise is accessible to all members of the campus community.

By carefully curating brands that reflect the university's mission and values, UGS delivers merchandise that enhances school pride while maintaining ethical and quality standards.

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.

University Gear Shop acknowledges and agrees with this statement.

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.

UGS has extensive experience in facilitating special, one-time merchandise for major university events, leveraging our expertise in rapid production, strategic marketing, and seamless collaboration with university stakeholders. Our Hot Market capabilities enable us to quickly respond to significant achievements, such as championship wins, anniversaries, and campus milestones, ensuring timely availability of commemorative merchandise that captures the excitement of the moment.

For example, in 2024, UGS successfully executed Hot Market merchandise programs for Oakland University's basketball conference championship win and Abilene Christian University's football conference championship win. In both cases, we coordinated closely with the universities to design, produce, and distribute exclusive championship gear, including t-shirts, hats, and memorabilia, within days of the victories. Our approach included:

PRE-PLANNING & RAPID PRODUCTION: Establishing pre-approved designs and vendor partnerships to enable immediate production upon event outcomes.

ON-CAMPUS & ONLINE SALES STRATEGIES: Leveraging pop-up shops, campus bookstores, and e-commerce platforms to maximize accessibility.

MARKETING & ENGAGEMENT: Utilizing social media, email campaigns, and university networks to promote the limited-edition merchandise.

SCALABILITY & INVENTORY MANAGEMENT: Ensuring sufficient stock levels to meet demand while mitigating excess inventory risks.

UNIVERSITY BRAND ALIGNMENT: Working closely with licensing teams to maintain brand integrity and compliance with university guidelines.

With a proven track record in delivering high-impact, event-specific merchandise, UGS is well-equipped to collaborate on future special editions, ensuring that every milestone is celebrated with high-quality, sought-after products.

a. Please describe your capacity and willingness to work with the University in creating unique, onetime 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.

UGS has the capacity and commitment to collaborate with the university in creating unique, one-time merchandise for special events, ensuring high-quality production and timely delivery. Our extensive experience in handling Hot Market events, championship wins, anniversaries, and exclusive campus celebrations demonstrates our ability to accommodate distinctive requests while maintaining brand integrity and logistical efficiency.

HOW UGS ACCOMMODATES SPECIAL EVENT MERCHANDISE REQUESTS:

CUSTOM DESIGN & BRANDING EXPERTISE

- Collaborate with university representatives to create exclusive designs that align with branding and event themes.
- Ensure all artwork complies with university licensing guidelines.

FLEXIBLE PRODUCTION & VENDOR PARTNERSHIPS

- Work with a diverse network of vendors to meet unique material, design, and production needs.
- Prioritize ethical sourcing and sustainable manufacturing where applicable.

TIMELY FULFILLMENT & DISTRIBUTION

- Pre-plan production timelines to ensure merchandise is available ahead of or immediately following key events.
- Utilize on-campus retail locations, pop-up shops, and e-commerce platforms for maximum accessibility.

SCALABILITY & INVENTORY MANAGEMENT
Offer scalable production based on expected demand to balance availability and minimize excess stock.
Implement just-in-time ordering for rapid response to last-minute requests.

QUALIFYING CIRCUMSTANCES & ORDER REQUIREMENTS:

- **ORDER MINIMUMS:** Typically, a minimum order quantity applies depending on the type of merchandise.
- **LEAD TIMES:** Custom production timelines vary, but standard orders require 4-6 weeks, while rush orders can be fulfilled in as little as 7-10 days depending on design complexity.
- **LICENSING & APPROVALS:** All one-time merchandise must be reviewed and approved by the university's licensing office before production.
- **BUDGET CONSIDERATIONS:** Pricing is based on volume, customization level, and material selection, with options to accommodate different budget ranges.

By leveraging our expertise, production network, and operational efficiency, UGS ensures that every special event is celebrated with exclusive, high-quality merchandise that meets the university's expectations.

b. Share examples of how you have successfully collaborated with other universities to design and deliver special or one-time event merchandise.

Please see response to Question #6.

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.

UGS is fully committed to partnering with local vendors and artisans to support the University of Mary Washington's brand while fostering strong ties within the surrounding community.

By collaborating with local businesses, UGS enhances the uniqueness and appeal of campus store offerings while promoting regional craftsmanship and economic growth.

HOW UGS FACILITATES LOCAL VENDOR PARTNERSHIPS:

SUPPORTING LOCAL ARTISANS & BUSINESSES

- Partners with local artisans to develop exclusive, handcrafted merchandise that reflects the university's identity and values.
- Showcase regionally made apparel, accessories, home décor, and specialty goods that resonate with students, alumni, and visitors.

INTEGRATING LOCAL PRODUCTS INTO THE CAMPUS STORE

- Curate a selection of locally sourced products that complement traditional university-branded merchandise.
- Establish dedicated retail space within the campus store to feature rotating collections of local vendor items.

ENSURING QUALITY & BRAND ALIGNMENT

- Work with vendors who meet quality standards and align with the university's commitment to sustainability and ethical business practices.
- Provide guidance on co-branded opportunities to integrate local products with the University of Mary Washington's official marks.

STREAMLINED VENDOR COLLABORATION

- Develop a vendor application and approval process to identify and onboard businesses that meet the university's needs.
- Offer flexible purchasing models, including consignment and wholesale agreements, to support small and emerging vendors.

ENHANCING COMMUNITY ENGAGEMENT & AWARENESS

Promote local partnerships through in-store events, pop-up markets, and social media campaigns.

Highlight artisan stories and product origins to create a deeper connection between the university and the surrounding community. Through these initiatives, UGS ensures that local vendor partnerships contribute to a vibrant and diverse retail experience, strengthening the University of Mary Washington's brand while celebrating regional talent and entrepreneurship.

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

UGS takes a strategic and data-driven approach to limited-release merchandise, ensuring that exclusive products generate excitement, maintain brand integrity, and meet customer demand.

Our approach focuses on pre-planning, targeted marketing, and efficient production to create a sense of urgency and exclusivity while maintaining high-quality standards.

UGS APPROACH TO LIMITED-RELEASE MERCHANDISE:

EVENT & THEME-BASED PLANNING

- Develop limited-edition merchandise for special occasions such as championship wins, anniversaries, campus traditions, and milestone events.
- Collaborate with university stakeholders to align product designs with branding and event messaging.

SCARCITY & EXCLUSIVITY STRATEGY

- Offer products in limited quantities or timeframes to increase desirability.
- Utilize numbered editions or special packaging to enhance collectability.

TARGETED MARKETING & DISTRIBUTION

- Leverage social media, email campaigns, and influencer marketing to create buzz.
- Sell through multiple channels, including campus stores, pop-up events, and online platforms.

PRE-ORDERS & DEMAND FORECASTING

Use pre-orders and past sales data to estimate demand and prevent overproduction.

Implement reservation systems for high-demand items to manage inventory effectively.

EXAMPLES OF UGS LIMITED-RELEASE MERCHANDISE:

- *Championship & Hot Market Releases* – UGS successfully launched exclusive championship apparel and accessories following Oakland University's basketball conference win in 2024 and Abilene Christian's football conference win in 2024, ensuring rapid production and distribution to meet fan demand.
- *Anniversary & Commemorative Collections* – Designed and produced special-edition merchandise celebrating key university milestones, such as founding anniversaries and major athletic achievements.
- *Themed & Seasonal Drops* – Created exclusive apparel and merchandise collections tied to homecoming, graduation, and other major campus events, ensuring fresh and relevant product offerings.

By executing a well-structured strategy, UGS ensures that limited-release merchandise drives excitement, increases engagement, and enhances school spirit while maintaining quality and logistical efficiency.

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

UGS is committed to offering a comprehensive selection of general merchandise in each campus store, ensuring that students, faculty, staff, and visitors have access to essential products that enhance their academic and campus experience.

Beyond emblematic merchandise and school spirit apparel, UGS provides a well-rounded assortment of everyday necessities, gifts, and specialty items tailored to the needs of the university community.

GENERAL PRODUCTS AVAILABLE IN UGS CAMPUS STORES:

EVERYDAY SCHOOL SUPPLIES

- Notebooks, binders, planners, and folders
- Writing instruments, highlighters, and markers
- Calculators, index cards, and study aids
- Art supplies and drafting tools for specialized courses

GIFTS & ACCESSORIES

- Branded and non-branded jewelry, keychains, and lanyards
- Greeting cards, stationery, and university-themed gifts
- Seasonal and holiday merchandise for students and alumni
- Eco-friendly and sustainable gift options

TECH & TECH ACCESSORIES

- Laptops, tablets, and related peripherals
- Chargers, power banks, and adapters
- Headphones, earbuds, and Bluetooth speakers
- Laptop sleeves, phone cases, and screen protectors

BOOKS & PUBLICATIONS

- Faculty-authored books showcasing university scholarship
- New York Times bestsellers for leisure reading and academic enrichment
- Study guides, test prep materials, and reference books
- Journals, notebooks, and academic publications

By curating a diverse selection of general products, UGS ensures that each campus store serves as a one-stop destination for academic, personal, and professional needs, enriching the overall university experience.

L. Athletic Merchandise

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).

UGS is well-equipped to provide high-quality University of Mary Washington (UMW) athletic merchandise through both physical and online store platforms, ensuring a strong representation of all sports. Our commitment to brand integrity, strategic merchandising, and collaborative marketing ensures that UMW's athletic identity is consistently reflected across all retail channels.

ENSURING COMPREHENSIVE ATHLETIC MERCHANDISE AVAILABILITY:

FULL SPORTS REPRESENTATION

- Stock merchandise for all varsity sports.
- Offer a mix of general athletic branding and sport-specific apparel (e.g., soccer, basketball, swimming).

CONSISTENT BRANDING & LICENSING COMPLIANCE

- Ensure all athletic merchandise aligns with UMW's official branding, logos, and color guidelines.
- Work closely with the UMW Athletics Department and licensing partners to maintain consistency.

DIVERSE PRODUCT OFFERINGS

- Provide performance and fan gear, including jerseys, hoodies, warm-ups, and accessories.
- Offer seasonal and limited-edition collections for championship games, homecoming, and rivalry matchups.

SALES & MARKETING COORDINATION WITH UMW ATHLETIC AND OTHER DEPARTMENTS:

COLLABORATIVE MARKETING STRATEGIES

- Develop co-branded marketing campaigns with the UMW Athletic Department to promote key merchandise releases.
- Leverage social media, game-day promotions, and email marketing to drive engagement and sales.

GAME-DAY & EVENT-BASED SALES OPPORTUNITIES

- Operate pop-up retail locations at athletic events, home games, and special tournaments.
- Offer online pre-orders for championship or playoff merchandise to capture demand in real time.

ONLINE STORE & E-COMMERCE SUPPORT

- Ensure a seamless digital shopping experience with easy navigation, secure checkout, and fast fulfillment.
- Update online inventory regularly to reflect the latest UMW athletic gear.

Working closely with the UMW Athletic Department and other university divisions, UGS ensures that all Eagles fans, from students to alumni, have access to high-quality, well-branded athletic merchandise that reflects the spirit and pride of UMW athletics.

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.

UGS has experience navigating Name, Image, and Likeness (NIL) regulations and initiatives, working closely with university athletic departments to support compliance, maximizing opportunities for student-athletes, and integrate NIL strategies into broader athletic and academic programs. Our approach ensures that universities can leverage NIL in a compliant, brand-aligned, and revenue-generating manner while providing student-athletes with valuable branding and monetization opportunities.

UGS'S EXPERIENCE IN SUPPORTING NIL COMPLIANCE & OPPORTUNITIES

NIL COMPLIANCE & MANAGEMENT SUPPORT

- Work directly with university athletic departments to ensure NIL opportunities align with NCAA, conference, and institutional regulations.
- Provide guidance on contract structuring and compliance monitoring to protect student-athletes and the university.

RETAIL NIL MERCHANDISE & SALES

- Develop and sell student-athlete branded merchandise, including apparel, accessories, and collectibles, in both physical and online stores.
- Ensure licensing compliance by coordinating with universities and third-party rights holders to create and distribute NIL-approved products.

STRATEGIC PARTNERSHIPS FOR ATHLETE BRAND DEVELOPMENT

- UGS partners with College Athletics Management (www.collegeathleticsmanagement.com) to help student-athletes build, manage, and promote personal websites, enhancing their NIL branding and marketability.
- Support student-athletes with customized e-commerce solutions, enabling them to sell merchandise while adhering to university and NCAA guidelines.

HOW UGS WILL SUPPORT UMW'S ATHLETIC DEPARTMENT IN NIL OPTIMIZATION

INTEGRATED NIL STRATEGY & UNIVERSITY COLLABORATION

- Assist in developing a university-specific NIL framework that integrates into UMW's athletic, academic, and compliance structures.
- Work with coaches, compliance officers, and marketing teams to ensure NIL programs align with institutional values.

IN-STORE & ONLINE NIL MERCHANDISE SALES

- Feature NIL-branded student-athlete products in the UMW campus store and dedicated NIL sections online.
- Provide promotional support through UGS's marketing channels, social media, and game-day activations to maximize athlete earnings.

EDUCATIONAL SUPPORT & ATHLETE DEVELOPMENT

- Offer workshops and training sessions on NIL best practices, branding, and financial literacy for student-athletes.
- Provide mentorship and guidance on leveraging NIL for long-term career success.

Combining retail expertise, NIL compliance knowledge, and innovative athlete branding solutions, UGS ensures that UMW student-athletes can capitalize on NIL opportunities effectively and ethically, all while enhancing the university's brand and fan engagement.

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

UGS is committed to working closely with UMW Athletics to execute team fundraising initiatives through online athletic apparel sales, providing customized, team-specific merchandise while ensuring accessibility, quality, and price sensitivity. Our approach leverages print-on-demand technology, curated product selections, and strategic marketing to maximize fundraising potential for each athletic program.

HOW UGS SUPPORTS UMW ATHLETIC TEAM FUNDRAISING:

PRINT-ON-DEMAND TEAM MERCHANDISE

- UGS will launch individual team-focused print-on-demand sites, allowing each UMW sports team to have a custom online storefront featuring exclusive, sport-specific gear.
- The print-on-demand model eliminates upfront inventory costs, ensuring that teams can generate revenue with every purchase without financial risk.
- Each storefront will offer a curated mix of apparel and accessories, including T-shirts, hoodies, hats, and performance gear tailored to each team's identity.

HIGH-QUALITY, PRICE-SENSITIVE SELECTION

- UGS will curate a collection of premium, yet affordable merchandise to cater to both budget-conscious students and alumni looking for high-end options.

- Offer tiered pricing options, from value-priced basics to premium branded athletic wear, ensuring wide appeal.
- Work with reputable vendors and suppliers to maintain quality while optimizing pricing for fundraising effectiveness.

COLLABORATIVE MARKETING & SALES STRATEGY

- Coordinate with UMW Athletics, coaches, and student athletes to promote fundraising campaigns through:
  - Social media campaigns with team and athlete endorsements.
  - Email marketing to alumni, parents, and fans.
  - In-game promotions and QR code activations at sporting events.
- Offer limited-time flash sales, exclusive designs for major games, and championship merchandise to drive engagement and urgency.

REVENUE SHARING & FUND DISTRIBUTION

- Implement transparent revenue-sharing agreements to ensure that a portion of all sales directly supports the respective teams.
- Provide real-time sales tracking dashboards for teams to monitor performance and earnings.
- Offer custom fundraising events, such as team-branded apparel pre-orders tied to milestones like playoffs or rivalry games.

Combining digital innovation, strategic merchandising, and targeted marketing, UGS will help UMW Athletics maximize fundraising efforts, strengthen team identity, and engage the broader university community in supporting Eagle athletics.

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.

Textbook Brokers will collaborate with your preferred vendors as well as our established partners, such as Herff Jones and Jostens, to supply all UMW graduate needs. We will provide a range of products needed for graduation day. Additionally, we will work with UMW's Advancement Office and student organizations to ensure broad engagement and awareness, providing services to ensure everything goes smoothly for each student's final semester and organizing events to generate excitement for soon-to-be graduates.

Graduation is an exciting time for all involved, including students, parents, extended family members, and faculty and staff. As such, we will make it our goal to make the last few weeks of college as memorable as possible for soon-to-be graduates by:

- Organizing a graduation fair at the UMW bookstore, including snacks, refreshments, games, giveaways, and a fast-track graduation regalia pickup station.
- Designing email campaigns and social media posts for students approaching graduation that include exclusive deals and discounts.
- Collaborating with campus groups and organizations that work closely with graduation and graduating students, such as UMW's Advancement Office.
- Curating a collection of graduation-themed apparel and merchandise in-store and on the bookstore website, including shirts, hats, gifts, and more.
- Setting up a pop-up shop at the graduation event space to allow graduates, family, and friends to purchase graduation-related merchandise.

REGALIA

Students and faculty will have the opportunity to rent or purchase their regalia in customized UMW colors.

DIPLOMA FRAMES

Custom UMW diploma frames will be available to purchase online and in-store year-round.

GRADUATION ANNOUNCEMENTS

Students can order generic or customized announcements from Herff Jones or UMW's preferred vendor. Generic announcements will also be available to students in-store.

CLASS RINGS

Class ring samples will be on display in the bookstore and online for students to browse. Once a student chooses their favorite ring, they can order online or in-store through Jostens, Herff Jones, or another UMW-preferred vendor.

Textbook Brokers offers rental and purchase options for UMW students and faculty, ensuring accessibility and flexibility in securing the appropriate graduation attire. All regalia, including caps, gowns, hoods, and tassels, will be customized in UMW's official colors, maintaining a consistent and distinguished appearance for all graduates. Faculty members will also have access to specialized academic regalia tailored to their degree levels and disciplines.

To streamline the ordering process, students and faculty can place their regalia orders through a user-friendly online platform accessible via the UMW Bookstore website. The platform will feature a step-by-step selection guide to help users choose the correct gown size, degree-specific hood, and tassel color based on UMW's academic requirements. Inventory tracking will verify the availability of all sizes and regalia components, preventing last-minute shortages. The system will accept multiple payment methods, including credit and debit cards, financial aid (if applicable), and bulk department purchases for faculty regalia. Once an order is placed, students and faculty can select their preferred fulfillment method, including direct home delivery for early arrival and fitting or on-campus pickup at the UMW Bookstore or during a designated Graduation Fair.

Understanding that students may need to modify their orders due to size adjustments, degree modifications, or ceremony cancellations, Textbook Brokers provides a flexible return and exchange policy. Graduates who receive a gown that does not fit properly can exchange it for the correct size before graduation. Refunds will be available for students who cannot attend the ceremony due to unexpected circumstances, provided the regalia remains unworn and undamaged. Additionally, clear instructions will be provided for returning rented regalia after the ceremony, with convenient drop-off locations on campus.

Textbook Brokers will offer special discounted pricing for academic departments, honor societies, and student organizations requiring bulk orders of regalia, stoles, or cords. Bulk purchases will ensure cost savings and uniformity, benefiting department-sponsored faculty regalia orders, student honor societies, and cohort-based nursing, business, and education programs. Textbook Brokers will provide every UMW graduate with high-quality, Fairmont-branded regalia with minimal hassle. Our proactive inventory management, campus pickup options, and personalized support contribute to an efficient and stress-free graduation preparation process.

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.

Textbook Brokers places students at the forefront of all marketing efforts, recognizing them as the central driving force within any educational institution. Our utmost objective is to provide students with an exceptional experience that exceeds their expectations. This is achieved through our commitment to delivering personalized bookstore services, offering top-notch apparel, and organizing captivating giveaways and events. Textbook Brokers will develop compelling digital and physical content that fosters active participation and interest in our bookstore and contributes to UMW's overall growth and success. To guarantee our initiatives meet their objectives, we will implement key performance metrics such as student engagement rates, event participation, and feedback scores from bookstore visits. These metrics will be regularly reviewed to guide our marketing strategies and confirm that they align with student needs and preferencesTextbook Brokers will foster positive relations with faculty, students, and departments. We will work with UMW to develop a dynamic month-by-month public relations plan. Through conjunctive planning and collaborative discussion between our team and UMW's administration, Textbook Brokers will develop a marketing roadmap that features upcoming events and other public-relations efforts. The program will be tailored to UMW and continuously refined to fulfill the campus' needs. It will also be implemented in a way that cultivates an effortless planning experience.

ALUMNI

Textbook Brokers will ensure that students maintain and enhance their school pride after graduation by offering a range of apparel and accessories. We also foster strong relationships with alumni organizations through dedicated support for alumni affairs. This includes providing targeted offers, organizing special events, and offering additional perks exclusively for subscribed alumni. We will establish ongoing feedback mechanisms through digital surveys and direct outreach programs after events and significant promotions. This feedback will help us gauge alumni satisfaction and refine our approaches to keep alumni actively connected and engaged with the bookstore and the University.

COMMUNITY

At Textbook Brokers, we are dedicated to positively impacting our community. Through our active involvement and support of community outreach programs, we strive to improve the lives of all individuals. An exemplary demonstration of our commitment to community outreach is our book donation programs, which aim to provide scholarships to students in need. Our initiatives will enhance bookstore operations and support the University's broader community engagement and student success goals. We will align our activities with these goals so our efforts contribute positively to the university's overarching mission, fostering a supportive and inclusive academic environment.

FACULTY

Our Faculty Programs will establish productive and collaborative relationships with every faculty member at UMW. Textbook Brokers provides various valuable resources to faculty, including FacultyAssist and Faculty Portal. These tools assist instructors and administrative staff in the book adoption process and help them provide students with the most valuable and cost-effective course materials. We will promote these essential services through direct communication channels such as email, live chat, the bookstore website, and course material management services. Additionally, we will organize appreciation events and activities to foster personal, face-to-face connections with faculty members. To continuously improve our services and meet the evolving needs of the faculty, we will conduct regular surveys and hold focus groups to gain valuable insights into the effectiveness of our tools and services, such as the Faculty Portal and FacultyAssist, and allow us to make data-driven adjustments.

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.

Textbook Brokers organizes a variety of events year-round to foster engagement with the bookstore and enhance the overall campus experience. These events are designed to bring students, faculty, alumni, and the broader university community together, making the bookstore a central hub for academic and social interaction.

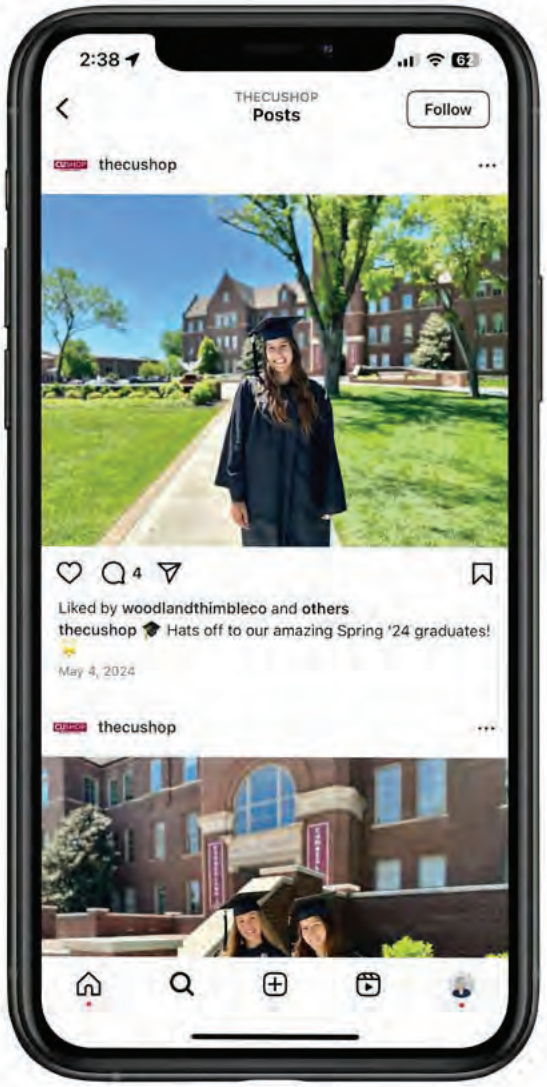
- *Welcome Week & Orientation Events –* At the beginning of each semester, we will host interactive events to introduce students to the bookstore, offer exclusive discounts, and provide giveaways such as branded merchandise and school supplies.
- *Faculty Appreciation Days –* These events will recognize the contributions of faculty with special discounts, networking opportunities, and informational sessions on course material services like FacultyAssist and the Faculty Portal.
- *Homecoming & Alumni Engagement Events –* We will collaborate with the Alumni Association to host alumni-focused sales, exclusive merchandise launches, and promotional campaigns to encourage engagement with the bookstore.
- *Game Day Pop-Up Shops –* During key athletic events, we will set up mobile bookstore locations at stadiums and campus hotspots, offering spirit wear, branded accessories, and limited-time game-day merchandise.
- *Midterms & Finals Stress-Relief Events –* To support students during exam periods, we will provide study kits, snacks, and relaxation activities while promoting key bookstore services like rentals and digital textbooks.
- *Seasonal & Holiday Promotions –* Special events such as Back-to-School Sales, Black Friday Promotions, and Graduation Gear Events will help students and families conveniently access bookstore products.

These events will strengthen the bookstore's presence on campus, reinforce school pride, and create meaningful interactions between students, faculty, and the university bookstore.

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.

SOCIAL MEDIA

Social media is the best way to reach today's students. At UMW, Textbook Brokers will utilize social media platforms like Facebook, Instagram, and TikTok. Leveraging these outlets will elevate brand awareness initiatives, increase social media followers, drive sales, and maximize market share. We will maintain a unified marketing strategy; our social media efforts will be closely integrated with other marketing channels, such as email campaigns, in-store promotions, and the UMW Bookstore website. Our integrated approach will provide a seamless user experience, reinforcing our branding and messaging across all touchpoints. Collaboration between our social media team and other marketing personnel will be essential, ensuring that promotions are synchronized and that we leverage cross-promotional opportunities to maximize reach and impact. Executing our social media marketing strategies through diverse platforms will grant students and others numerous ways to connect further with UMW. Textbook Brokers will offer a unique social media plan that includes:



ENGAGING STORIES: Textbook Brokers values using contemporary forms of communication and marketing to reach its audience. Both Instagram and Facebook Stories have been shown to act as fresh and engaging communication channels. Textbook Brokers will increase its interaction with customers by making announcements for events, taking polls, or asking questions that customers can actively interact with. Instagram Stories provides real-time engagement analytics by reporting how many Instagram users have viewed the story and engaged with it. We will implement an analytics approach to measure the effectiveness of our social media campaigns. Utilizing tools like Google Analytics and native insights from each social media platform, we will track engagement rates, click-through rates, follower growth, and conversion metrics. This data will inform adjustments to our strategy so our content remains relevant and engages with

the UMW community. Regular reports will be shared with UMW to review performance and align future activities with strategic goals.

CONSISTENT POST FREQUENCY: Achieving a thriving network of social media platforms requires a focus on frequency. While avoiding overwhelming students and other consumers with excessive advertisements is crucial, we recognize the importance of consistently engaging our audience. Textbook Brokers uses effective social media strategies led by our Regional Marketing Director to accomplish this. Through regular postings, we provide a diverse range of content that includes significant dates, valuable information, updates on new merchandise, exciting giveaways, campus events, and promotions. Our approach engages consumers while maintaining a professional and polished image. We will monitor and respond to all customer interactions on our social media platforms, including handling inquiries, resolving issues, and engaging with followers. Response protocols will be developed for timely and helpful interactions, with the goal of responding to customer inquiries within 24 hours. A particular emphasis will be placed on crisis management and handling negative feedback constructively, turning potential challenges into opportunities for service improvement and customer satisfaction.

FEATURED PRODUCT SOCIAL MEDIA POSTS: The Merchandising Director and Regional Marketing Director will collaborate to post products that coincide with the featured products on the UMW website. To ensure complete coverage, each featured merchandise post will be published on all relevant social media platforms, including Facebook and Instagram.

FREEBIE FRIDAYS: During certain months of the year, Textbook Brokers will share a photo of UMW-branded merchandise each Friday on multiple social media platforms. We will then conduct a giveaway, offering that specific merchandise to a fortunate follower. Textbook Brokers will include a direct website link to the merchandise being given away in the description. Our goal is to convert the traffic generated by the Freebie Friday post into actual sales. Freebie Fridays will create excitement and engagement for the UMW Bookstore and its social media channels. Additionally, we anticipate an increase in website traffic, online sales, and the reinforcement of brand loyalty.

PROMOTIONS

The Regional Marketing Director will create new store promotions to generate excitement and build foot traffic in the UMW Bookstore. We will email students about the exciting new UMW Bookstore features, such as StudentFIRST Pricing and Free Shipping. We will also tailor emails for the faculty to introduce the StudentFIRST Pricing, Faculty Portal, FacultyAssist, Collaborative Adoption Process, Course Materials Manager, and P-Team.

PROMOTIONAL TACTICS: Our Regional Marketing Director, Alex Sherrod, will collaborate with UMW's marketing staff to establish and execute effective marketing strategies. His role includes creating content, designing graphics, devising and implementing campaigns, and brand management.

TEXT MESSAGING: SMS text messaging is a highly effective communication tool for connecting with UMW students and faculty. We will utilize the SMS text messaging features integrated into our proprietary systems at Textbook Brokers to send targeted messages, keeping students and subscribed individuals informed about special hours, promotions, rental return dates, upcoming events, and other essential updates.

EMAIL: Personalization will be vital in marketing to our audience through targeted email campaigns. At Textbook Brokers, we will prioritize creating customized email campaigns that provide valuable information to our targeted audiences regarding significant dates and exclusive promotions. Our email campaigns will generate awareness about our in-store events and other campus and community activities.

PRINT: In addition to digital marketing efforts, our program will employ physical print marketing tactics to draw attention in-store, around campus, and throughout the community. Textbook Brokers will utilize print marketing materials such as hand-outs, in-store signage, business cards, and other engaging physical media to advertise in-store and online promotions, highlight new featured products, announce events, and inform customers of important dates.

CROSS PROMOTION: At Textbook Brokers, we recognize the importance of collaborating with local businesses and organizations in our community. We will establish partnerships with companies and organizations near UMW campuses. These partnerships will enable us to offer exclusive promotions and discounts to students and faculty members. Through these alliances, we will foster community and cultivate relationships that benefit UMW students and the institution.

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.

Textbook Brokers will establish strong partnerships with key campus organizations to ensure bookstore visibility at university-wide events. Collaborating with Athletics, Alumni Association, Student Government Association (SGA), Admissions, and other campus organizations will integrate the bookstore into all major university activities to promote merchandise, school spirit, and academic resources.

- *University Athletics –* We will work with UMW Athletics to offer exclusive team-branded apparel, sponsor spirit nights, and set up pop-up merchandise shops at sporting events. Additionally, we will explore co-branded promotions such as ticket-and-merchandise bundles to drive sales and increase school spirit.
- *Alumni Association –* Our team will partner with the Alumni Office to provide exclusive alumni discounts, launch special-edition branded merchandise, and support alumni reunions through dedicated sales, giveaways, and loyalty programs.
- *Student Government Association (SGA) –* We will collaborate with SGA on campus-wide initiatives, including student appreciation events, leadership summits, and organization fairs, keeping the bookstore central to student engagement efforts.
- *Admissions & New Student Orientation –* Integrating bookstore promotions into Admissions materials and New Student Orientation programming will keep incoming students and their families aware of bookstore offerings from day one. Orientation materials will include bookstore discount coupons, merchandise giveaways, and guides on how to access course materials.
- *Residence Life & Student Activities –* We will work with residence halls and student life coordinators to promote in-dorm pop-up stores, student discounts, and community-building activities to reinforce the bookstore as a campus staple.

Textbook Brokers will ensure that UMW students, alumni, and faculty consistently engage with the bookstore as an essential part of campus life.

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.

Textbook Brokers will use a multi-faceted strategy to attract students, families, and alumni to both our physical store and online platform, provding an engaging and tailored shopping experience that meets the needs of the university community. In our physical store, we will optimize the store layout to create an inviting shopping experience with clear signage, themed merchandise sections, and interactive displays highlighting seasonal trends, faculty picks, and student essentials. In-store promotions, flash sales, and limited-time offers will drive foot traffic, while a loyalty and rewards program will encourage repeat visits. We will also implement interactive displays and try-before-you-buy sections, allowing students to explore new technology, apparel, and accessories firsthand.

For our online store, we will ensure a user-friendly e-commerce platform with intuitive navigation, mobile-first optimization, and personalized recommendations to enhance the digital shopping experience. Web-only sales, digital coupon codes, and exclusive student discounts will encourage online engagement, while features like student and alumni spotlights, virtual bookstore events, and live shopping experiences will foster community engagement. Our digital marketing efforts will integrate social media outreach, targeted email campaigns, and text message promotions to keep students informed about upcoming sales, rental return dates, and bookstore events.

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.

Textbook Brokers has extensive experience managing temporary retail events, particularly in settings associated with college athletics and other campus activities. We will maximize fan engagement and sales through strategically placed pop-up stores at major events, providing attendees with convenient access to merchandise and memorabilia. We have proficiently operated temporary retail locations at diverse events, including sports games, graduation ceremonies, and notable university functions. Our setups are adaptable, efficient, and designed for quick assembly and breakdown, which suits the fluctuating nature of event schedules. For example, during football game days at several universities, we establish pop-up stores in or near stadiums to sell merchandise such as apparel, flags, and accessories adorned

with school colors and logos before and after the games. In basketball season, particularly during tournaments, our mobile retail units are placed inside or adjacent to arenas to offer themed merchandise that boosts team spirit and fan participation. Additionally, we will position temporary retail outlets at strategic campus locations for significant university events like homecoming or alumni weekends to leverage increased foot traffic and the celebratory atmosphere.

Our operations are reinforced by a coordinated logistics system providing timely merchandise delivery in appropriate quantities. We will utilize real-time sales data to adjust product availability on the fly, which helps prevent stock- outs of popular items and minimizes surplus inventory. Ahead of each event, we will launch targeted marketing campaigns to generate excitement and inform attendees about official merchandise availability. These campaigns use social media, email newsletters, and local advertising to reach a broad audience.

Our staff at these events do more than sell; they act as brand ambassadors, engaging with fans to enhance their shopping experience and positively promote the university's athletics program. We often include interactive elements like spin-to-win games or photo booths to make the shopping experience more enjoyable and memorable. Acknowledging the unique appeal of customized merchandise, we frequently offer personalization services at our temporary retail locations, such as on-site custom t-shirt printing. This option allows fans to create personalized memorabilia, enhancing the perceived value and emotional connection to the product. After each event, we will review sales performance, customer feedback, and operational challenges. This continuous learning and adaptation process helps us refine our strategies and enhance our services for future events to remain responsive to customer needs and market dynamics.

Textbook Brokers will be actively involved in all aspects of campus life, from admission events to career development, holidays, charity initiatives, book signings, and more. Our goal is to create a lively and engaging atmosphere within the bookstore that aligns with UMW's mission and values while driving additional sales and increasing the overall vibrancy of the campus community.

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

We will implement a responsive and strategic approach to messaging and marketing to maintain a dynamic and engaging online retail presence for UMW Athletics. We will have a digital platform dedicated to UMW Athletics. It will be integrated with ongoing and upcoming sports events and achievements within the UMW community. The specialized website will provide a seamless experience for fans and supporters. The online retail solution for athletics will feature up-to-date content reflecting the latest in UMW Athletics, including timely updates about game results, player achievements, upcoming matches, and season highlights. Our marketing team will collaborate with the Department of Athletics to receive real-time information and updates, enabling us to keep the content fresh and relevant.

Before each athletic season and throughout ongoing seasons, we will promote specific merchandise related to upcoming sports events. For instance, marketing efforts will focus on football-related merchandise leading up to football season, leveraging key games, tournaments, or playoffs to maximize fan engagement and sales. We will align our social media strategies with the athletic calendar to amplify our marketing impact. Through platforms like Instagram, Facebook, and TikTok, we will run synchronized campaigns that feature game-day gear, special promotions, and interactive content such as polls or fan shout-outs. Social media promotions will increase engagement and direct traffic to the online athletics store. We will utilize targeted email blasts to inform fans about new products, exclusive deals, and event-specific merchandise. These emails will be timed with athletic events and important dates so that fans receive relevant information when it's most actionable.

Recognizing the importance of fan loyalty, special promotions and discounts will be offered to season ticket holders. For maximum visibility, these exclusive offers will be marketed through all channels, including the website, social media, and email. We will deploy a range of multi-layered marketing assets, including digital signage at venues, radio spots during games, advertisements in game-day programs, and featured promotions during games. The merchandise assortment will be continuously reviewed and updated based on sales data, fan feedback, and current trends within the UMW Athletics community. Our responsive merchandising strategy gives fans access to the most sought-after and relevant products.

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.

Textbook Brokers envisions the UMW Campus Store as more than a retail space—it will be a central gathering point for students, faculty, staff, prospective students, and the broader community. We will strategically configure the available space to create a welcoming, multifunctional environment that integrates retail with student engagement. The store will feature flexible seating areas, interactive displays, and technology-integrated zones to support academic collaboration and social interaction. Additionally, we will incorporate a dedicated event space for faculty book signings, alumni networking events, and student organization pop-ups to make the bookstore an active, evolving part of campus life.

2. Renovation Plan and Budget: If proposing a physical store, include recommendations and costs 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.

Textbook Brokers will deliver an unwavering premier bookstore experience. Our approach to renovating and maintaining the UMW Bookstore focuses on creating a functional, conducive space for academic success. We will provide a bookstore that meets the current demands of its diverse clientele and adapts to future educational trends and needs. Our plans for initial enhancements, evaluative measures of the existing setup, and a long-term strategy for facility upkeep will optimize the bookstore's contribution to UMW's educational mission.

As part of our commitment to transparency and accountability, we will provide the university with an annual inventory list that includes all

items currently owned by the University and detailed records of all capital investments made during our tenure. We will maintain accurate records of all inventory and capital items. UMW representatives will review the inventory list annually to verify its accuracy and discuss any discrepancies or adjustments needed. The inventory report will be submitted at the end of each fiscal year, aligned with the University's audit schedule to streamline integration into broader financial assessments. The University will have a clear and accurate account of its assets within the bookstore, facilitating effective management and decision-making.

FACILITY PLANNING FOR THE UMW BOOKSTORE

Textbook Brokers will transform the UMW Bookstore into a dynamic, adaptable, and student-friendly space catering to current and future needs. For a physical store, the optimal square footage required is approximately 5,000 square feet. However, we are flexible with the space and can adjust this footprint as needed. With course materials transitioning more toward digital formats, the physical space necessary for a bookstore continues to decline each year. In addition to traditional bookstore functions, we are open to the potential of incorporating complementary services such as student ID printing and parking pass distribution. These services would increase foot traffic and enhance the store's role as a central campus hub, further maximizing the value of the allocated space.

Textbook Brokers will efficiently utilize the space while remaining adaptable to the evolving needs of the campus community. Our proposed plans for the bookstore's layout and facilities will optimize functionality, boost customer service, and foster a welcoming environment for all users. We understand the extent and nature of the refresh investment, and the schedule will be mutually agreed upon with the University and appropriate state officials. An overview of the facility updates and innovations we propose to implement throughout the term of the agreement includes the following:

- *Flexible Store Layout:* We will design a flexible layout that supports in-person and online shopping experiences, utilizing modular and movable fixtures. Our approach allows quick reconfiguration of the store layout to meet varying needs.
- *Multi-functional Spaces:* The bookstore will feature designated areas for events, workshops, and student collaboration, equipped with comfortable seating, study pods, and charging stations to enhance the learning and retail experience.
- *Concierge Counter Service Center:* A dedicated Concierge Counter Service Center, tailored to the diverse needs of faculty and students, will offer faculty course material adoptions, online order pickups, refunds, and general assistance with orders. This centralized hub will streamline and elevate the course material experience for faculty and students. In addition, the Concierge Counter Service Center complements overall service levels by facilitating transactions for general merchandise, including impulse buys, snacks, small items, and drinks. The counter's placement will provide convenient access for customers entering or exiting, contributing to a cohesive shopping experience. A dedicated center will streamline the handling of course materials and general merchandise transactions, improving service efficiency.
- *Course Fulfillment Center:* Located strategically behind the Customer Service Center, this fulfillment center will focus on rapidly processing student orders, significantly reducing wait times and improving service delivery.
- *Green Initiatives:* Our design strategy includes integrating sustainable and eco-

friendly elements for energy-efficient operations that align with environmental standards.

- *Network Requirements:* Our cloud-based systems depend on secure network infrastructure and high-speed internet for effective point-of-sale systems, inventory management, and online connectivity. We will collaborate with UMW's IT department for a secure network infrastructure critical for operational efficiency.
- *Phones:* A reliable phone system will be integral to our operations, enabling effective communication and customer service. If preferred, we are open to utilizing the University's existing systems.
- *Americans with Disabilities Act:* All bookstore areas will comply with ADA standards, providing accessibility for all students, faculty, and visitors and promoting an inclusive environment.

EVALUATION OF CURRENT BOOKSTORE FACILITIES

In our assessment of the UMW Bookstore's current physical setup, Textbook Brokers has identified areas for optimization that align with our goals for improving customer satisfaction and increasing revenue. Our evaluation focuses on efficiently utilizing space and strategically refreshing existing fixtures and equipment to serve UMW's community better. Here is an overview of our findings and recommendations:

- *Space Needs:* Our evaluation of the current layout and available space has led to recommendations for optimizing the bookstore's square footage, including rearranging or introducing new fixtures that enhance the store's aesthetic appeal and functional layout. Our goal is to create an open, inviting, and navigable space that is more accessible to products and services.
- *Equipment Utilization:* An assessment of the existing furniture and fixtures will gauge whether they align with the bookstore's newly envisioned design. Our evaluation may result in the refresh or replacement of outdated or worn fixtures to modernize the environment and improve operational efficiency. We will propose updates to these elements to elevate the shopping experience, potentially increasing foot traffic and sales. We understand the extent and nature of the refresh investment, and the schedule will be mutually agreed upon with the University and appropriate state officials.

LONG-TERM ENHANCEMENT AND MAINTENANCE FOR THE UMW BOOKSTORE

Textbook Brokers will maintain a vibrant and functional bookstore environment throughout the initial five-year term and any subsequent option years. The bookstore will be a compelling destination for the UMW community as we will regularly update and refresh its facilities and services. Our approach to continuous upkeep and innovation includes the following:

- *Continuous Upgrades and Refreshes:* We will manage and fully depreciate all investments in fixtures and equipment made during the contract term. This strategy ensures that the bookstore infrastructure remains modern and efficient, with the University assuming ownership of these assets upon full amortization. This plan supports sustained operational excellence and adaptability to evolving retail and educational needs.
- *Customer Feedback Stations:* We will install feedback stations within the bookstore to align with user expectations and experiences. These stations will serve as vital touchpoints to collect and analyze customer feedback, allowing us to make data-driven adjustments and enhancements. This ongoing input will guide our efforts to continually refine our

service offerings and store layout to meet the needs of faculty, students, and visitors.

- *Drive Bookstore Traffic:* We plan to integrate high-traffic university services like Student ID Printing and Parking Services into the bookstore's operations. This strategic move would increase foot traffic and extend the bookstore's role as a central hub on campus, boosting its visibility and increasing opportunities for sales and engagement.

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.

Textbook Brokers will be responsible for the proper collection and removal of all trash, garbage, shipping containers, boxes, and skids from the interior of the campus store. All waste will be sorted and disposed of in the appropriate recycling and trash containers, ensuring compliance with UMW's sustainability policies.

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.

To maintain a professional and inviting store environment, Textbook Brokers will clean all flooring at least bi-annually, ensuring hard surfaces have a well-maintained waxed finish and carpets remain in good repair. We will conduct routine inspections to identify any flooring issues and implement necessary repairs to preserve the store's aesthetic and safety standards.

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.

All walls, ceilings, windows, vents, and display surfaces will be maintained to the highest standards. The entrance windows and doors will be cleaned regularly to maintain a polished and welcoming storefront. Our staff will follow a scheduled cleaning protocol to keep surfaces free from dust, dirt, and grease for a professional appearance at all times.

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.

A deep cleaning of the entire campus store will be conducted at the end of each semester and during university breaks. This will include walls, fixtures, furniture, hallways, stairs, receiving docks, offices, rugs, storage rooms, and equipment. We will assign a dedicated cleaning team so all areas are properly sanitized and refreshed before the start of each academic term.

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

The loading dock area will be kept clean and free of debris at all times to maintain a safe and organized receiving process. We will conduct routine dock inspections and ensure all shipments are unloaded, organized, and disposed of properly to prevent clutter and operational disruptions.

P. Financials

1. Refunds

a. Sales and Commission Payment Structure:

DIGITAL COURSE MATERIAL SALES & COMMISSION PAYMENT STRUCTURE					
COMMISSIONABLE SALES	UP TO 1 MILLION	1-3 MILLION	3-4 MILLION	4-5 MILLION	5 MILLION+
DIGITAL BOOKS	8.50%	8.50%	8.50%	8.50%	8.50%

PHYSICAL COURSE MATERIAL SALES & COMMISSION PAYMENT STRUCTURE					
COMMISSIONABLE SALES	UP TO 1 MILLION	1-3 MILLION	3-4 MILLION	4-5 MILLION	5 MILLION+
NEW TEXTBOOKS	9%	9.25%	9.50%	9.75%	10%
TEXTBOOK RENTALS	9%	9.25%	9.50%	9.75%	10%
TRADE BOOKS	9%	9.25%	9.50%	9.75%	10%
USED BOOKS	9%	9.25%	9.50%	9.75%	10%

GENERAL MERCHANDISE SALES & COMMISSION PAYMENT STRUCTURE					
MERCHANDISE TIER COMMISSIONABLE SALES	UP TO 600K	600K - 700K	700K - 800K	800K - 900K	900K- 1 MILLION+ NEGOTIABLE
CONVENIENCE	6%	7%	8%	10%	10%
COMPUTER PRODUCTS	6%	7%	8%	10%	10%
EMBLEMATIC CLOTHING & GIFT	6%	7%	8%	10%	10%
OTHER	6%	7%	8%	10%	10%
SCHOOL SUPPLIES	6%	7%	8%	10%	10%

COMMUNITY ENGAGEMENT CONTRIBUTIONS

COMMISSIONABLE SALES	UP TO 1 MILLION	1-3 MILLION	3-4 MILLION	4-5 MILLION	5 MILLION+
SCHOLARSHIPS	$10,000	$15,000	$20,000	$25,000	$30,000
MARKETING, EVENTS, & COMMUNITY ENGAGEMENT	UP TO $12,000	UP TO $20,000	UP TO $30,000	UP TO $40,000	UP TO $50,000

YEAR 1 FINANCIAL CONTRIBUTION

COMMISSIONABLE SALES	UP TO 1 MILLION	1-3 MILLION	3-4 MILLION	4-5 MILLION	5 MILLION+
TECHNOLOGY INVESTMENT	$60,000	$100,000	$140,000	$180,000	$200,000
FACILITY INVESTMENT AND REFRESH	NEGOTIABLE	$100,000	$200,000	$300,000	NEGOTIABLE

ANNUAL FINANCIAL CONTRIBUTION

COMMISSIONABLE SALES	UP TO 1 MILLION	1-3 MILLION	3-4 MILLION	4-5 MILLION	5 MILLION+
TECHNOLOGY INVESTMENT	$40,000	$80,000	$120,000	$160,000	$200,000
FACILITY INVESTMENT AND REFRESH	UP TO $10,000	UP TO $20,000	UP TO $30,000	UP TO $40,000	UP TO $50,000

ONE-TIME BONUSES

COMMISSIONABLE SALES	UP TO 1 MILLION	1-3 MILLION	3-4 MILLION	4-5 MILLION	5 MILLION+
EQUITABLE ACCESS BONUS	NEGOTIABLE	$150,000	$200,000	$250,000	$300,000
CONTRACT RENEWAL BONUS	$10,000	$20,000	$30,000	$40,000	$50,000

UMW BOOKSTORE SALES FORECAST

CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
DIGITAL BOOKS SALES	$564,734	$677,681	$813,217	$1,138,504	$1,536,980
NEW TEXTBOOKS	$115,602	$104,042	$101,961	$99,922	$97,923
TEXTBOOK RENTALS	$147,616	$125,473	$87,831	$61,482	$43,037
TRADE BOOKS	$14,941	$15,240	$15,545	$15,855	$16,173
USED BOOKS	$15,858	$12,686	$10,149	$8,119	$8,282
TOTAL BOOK MERCHANDISE	$858,751	$935,122	$1,028,703	$1,323,882	$1,702,395
CONVENIENCE	$26,216	$27,408	$28,600	$29,791	$30,983
COMPUTER PRODUCTS	$29,769	$31,122	$32,476	$33,829	$35,182
EMBLEMATIC CLOTHING & GIFT	$372,663	$409,929	$428,562	$465,829	$484,462
OTHER	$134,709	$140,832	$146,956	$153,079	$159,202
SCHOOL SUPPLIES	$66,134	$69,140	$72,146	$75,153	$78,159
TOTAL GENERAL MERCHANDISE	$629,491	$678,431	$708,740	$757,681	$787,988
OTHER REVENUE	$17,000	$17,000	$17,000	$17,000	$17,000
TOTAL GROSS SALES	$1,505,242	$1,630,553	$1,754,443	$2,098,563	$2,507,383

UMW BOOKSTORE COMMISSION FORECAST

CATEGORY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
DIGITAL BOOKS SALES	$48,002	$57,603	$69,123	$96,773	$130,643

UMW BOOKSTORE COMMISSION FORECAST					
NEW TEXTBOOKS	$10,404	$9,364	$9,176	$8,993	$8,813
TEXTBOOK RENTALS	$13,285	$11,293	$7,905	$5,533	$3,873
TRADE BOOKS	$1,345	$1,372	$1,399	$1,427	$1,456
USED BOOKS	$1,427	$1,142	$913	$731	$745
TOTAL BOOK MERCHANDISE	$74,464	$80,773	$88,517	$113,457	$145,531
CONVENIENCE	$1,835	$1,919	$2,002	$2,085	$2,169
COMPUTER PRODUCTS	$2,084	$2,179	$2,273	$2,368	$2,463
EMBLEMATIC CLOTHING & GIFT	$26,086	$28,695	$29,999	$32,608	$33,912
OTHER	$9,430	$9,858	$10,287	$10,716	$11,144
SCHOOL SUPPLIES	$4,629	$4,840	$5,050	$5,261	$5,471
TOTAL GENERAL MERCHANDISE	$44,064	$47,490	$49,612	$53,038	$55,159
OTHER REVENUE	$1,190	$1,190	$1,190	$1,190	$1,190
TOTAL GROSS COMMISSION	$238,246	$257,715	$277,448	$334,179	$402,570

b. Payment Schedule

Textbook Brokers agrees to follow the agreed-upon Sales and Commission payment tier schedule as the standard methodology for calculating and executing commission payments to the university. Our internal accounting team will ensure that all commission calculations are accurate, consistent with contractual terms, and processed in a timely manner. We will provide detailed breakdowns of sales and commission calculations in each monthly financial report for transparency and alignment with UMW's financial standards.

c. Reporting and Payment Deadlines

Textbook Brokers will submit all financial and sales reports, along with corresponding commission payments, by the 10th day of the month following the reporting period. If the due date falls on a weekend or public holiday, the deadline will extend to the next business day. All submitted reports will be final and not preliminary or estimated, with complete reconciliation of sales and revenue data. Our accounting department will implement internal controls and automated reminders to prevent delays in submission. In the unlikely event of a late submission, we acknowledge that the university reserves the right to impose a late fee of up to $100 per day.

d. Fiscal Year Definition

Textbook Brokers acknowledges that UMW's fiscal year is defined as July 1 to June 30, with financial reporting conducted on a monthly basis. If the contract period begins before the start of a full fiscal year, we will adjust all financial reporting and commission payments on a prorated basis to align with UMW's fiscal structure. Our financial reporting and accounting systems will accommodate fiscal adjustments to integrate with the university's financial cycle.

d. Fiscal Year Definition

Textbook Brokers confirms that our fiscal reporting period will be aligned with UMW's fiscal year. Our monthly financial reports will cover data from the first to the last day of each calendar month. This will ensure consistency between the university's financial reports and our internal reporting, supporting accurate and reliable reconciliation of sales and commission payments.

f. Tax Obligations

Textbook Brokers acknowledges that we are solely responsible for all tax obligations related to this contract. This includes all applicable sales tax, income tax, and any other state or federal tax requirements. Our accounting team will handle all tax filings and remittances, ensuring compliance with state and federal tax laws.

g. Sales and Tax Reports

Textbook Brokers will provide copies of all required sales and tax reports upon request from the university. These reports will detail total sales, revenues, taxes collected, and any other financial data generated at the university bookstore. Our reporting system allows us to produce detailed and itemized reports promptly, providing UMW with the necessary data for internal audits, financial planning, and compliance purposes.

h. Operating Costs

Textbook Brokers acknowledges responsibility for all operating costs related to providing the contracted goods and services, except for the specific costs outlined under the University's Responsibilities in the final negotiated contract. These operating costs include, but are not limited to, staff salaries and benefits, inventory purchasing, technology infrastructure (including POS systems and software), marketing, supplies, maintenance of non-structural fixtures, and store-specific equipment. We will implement cost-efficient operational practices to manage expenses while maintaining high service standards.

i. University's Responsibilities

Textbook Brokers acknowledges that the university will cover the following costs: electricity, general building maintenance (including HVAC, mechanical, and ceiling tile repairs), heating and air conditioning, smoke/heat alarms, natural gas, steam, water, sewer, trash removal from designated collection points, fire safety inspections, and utility services. We understand that the university will not be liable for losses due to utility outages. Textbook Brokers will coordinate with university facilities to address any operational needs related to these services.

2. Sales, Reporting and Commission Terms

a. Net Sales Reporting

Textbook Brokers will record all net sales (gross sales minus taxes) across all payment types, including cash, check, internal transfers, gift card redemption, debit/credit card, and financial aid, as revenues at retail value on financial reports.

b. Commission Computation

Commissions will be calculated based on net sales as defined above.

c. Commission Payments

Textbook Brokers will pay commissions to the university in the period they were earned and charged, not upon collection date. We will not seek reimbursement for commissions paid on uncollected amounts, which will remain our responsibility.

d. Commission Reporting

All commission payments will be accompanied by a detailed sales report showing net sales by category, total sales, the period in which sales were made, and the commission calculation.

e. Monthly Financial Reporting

Textbook Brokers will email a monthly financial operating statement in spreadsheet format to the university by the 10th of each calendar month. A sample Profit and Loss statement will be included in Appendix F for reference.

f. Adjustments to Financial Reports

Any adjustments required due to a review audit will be reflected in the next reporting month.

g. End-of-Term Reporting

At the end of each semester or term, or upon request from the Contract Administrator, Textbook Brokers will provide:

- Average pricing for each available course material format.
- A current term course materials list showing the retail price for each title in all available formats.

h. Annual Insights Report

Textbook Brokers will provide an annual insights report to the Contract Administrator, including data on sales trends, pricing, and customer engagement.

i. Audit Reporting

Textbook Brokers will inform the university of the schedule for internal audits of bookstore records and operations. The university will have the option to participate and will receive a full audit report of findings, regardless of participation.

j. Confidentiality and Compliance

All financial reports and their content will be handled with confidentiality 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

Textbook Brokers will submit all required reports electronically to the designated address provided upon contract award.

b. Payments

Textbook Brokers will submit electronic payments to the designated payment address provided upon contract award. Each payment will be accompanied by supporting documentation detailing sales by category, sales period, total sales, and the commission calculation for transparency and accurate reconciliation.

Q. Renovation and Construction

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.

We fully agree to coordinate with UMW's Facilities Management, through Business Services, for any support related to electrical work, construction, lighting, plumbing, furniture/fixture installation, finishes, inspections, and signage for any proposed changes to the retail space. Our team is committed to seamless collaboration with the university to ensure that all modifications align with campus standards, compliance requirements, and operational efficiency. We will work closely with Facilities Management to ensure a smooth approval process, minimal disruptions, and timely execution of any necessary changes to the retail environment.

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.

We have the capabilities and resources to facilitate design, renovation, and construction processes upon request. Our team possesses in-house expertise to support these needs throughout the contract term, ensuring that any modifications align with UMW's vision, standards, and operational requirements.

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

We fully agree to comply with all regulatory requirements and will ensure that any firms we utilize are registered with the Department of Professional and Occupational Regulation (DPOR) of Virginia (www.dpor.virginia.gov). We are committed to working with qualified, licensed professionals to maintain compliance with state regulations, university policies, and industry standards throughout the contract term.

R. Contract Transition

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.

Textbook Brokers will facilitate a smooth and efficient transition of management control to ensure the continuity of bookstore operations. To keep the process organized and transparent, we will build and maintain a dedicated transition website. This website will serve as a central communication hub, outlining the timeline and tasks to complete and providing key information, which will be regularly updated. The transition website will also allow UMW to track the status of the transition at any time, providing real-time updates on progress. Additionally, it will serve as a repository for meeting notes, where we will document key discussions and decisions made during each meeting throughout the transition period.

Internally, we use Monday Work Management to assign tasks, automate reminders, and ensure that all tasks are completed before or by the contract start date. Monday Work Management offers numerous benefits to both UMW and Textbook Brokers. For UMW, it provides a transparent and organized view of the tasks and milestones throughout the transition, ensuring that everyone stays informed and that everything progresses as planned. For Textbook Brokers, Monday Work Management helps streamline task management, avoid missed deadlines, and ensure our team stays on track. Automated reminders and task tracking ensure that no steps are overlooked and that tasks are completed on time, resulting in a seamless transition. This tool enables both parties to communicate effectively, track progress, and address issues in real time.

Our management philosophy is built around three core principles: empowerment, accountability, and continuous improvement. We are committed to empowering our staff through comprehensive training and support, holding them accountable for delivering exceptional service, and striving for continuous improvement based on feedback from both customers and staff. This approach ensures that our management structure is responsive and proactive in meeting the needs of the UMW community.

Throughout the transition, we will address key challenges such as system integration, information adoption, course material management, and handling general merchandise. If UMW awards the contract to Textbook Brokers, we will take on much of the workload to provide a seamless, stress-free process. With our proven experience in successful transitions, we will expedite the process from start to finish, ultimately improving the bookstore experience for the entire UMW community. Based on the estimated contract award date of 4/30/2025, the transition is expected to start the week of 6/2/2025 or earlier and conclude before the start of the Summer 2026 term to avoid disrupting operations during an active term. A dedicated team from Textbook Brokers will be deployed to ensure the process is completed efficiently and on time.

We understand the importance of flexibility and will work closely with UMW to establish a mutually beneficial timeline. Nick Sherrod from our team will create a detailed transition schedule, listing all requirements and due dates for UMW and Textbook Brokers. After the initial proposal, both parties can review and adjust deadlines as needed to accommodate availability. Once the transition schedule is finalized, Mr. Sherrod will oversee the entire process, ensuring that UMW and the Textbook Brokers team are effectively coordinated.

PLANNED STEPS AND TIMELINE

The transition plan and timeline provide an overview of how Textbook Brokers will assume management control of UMW bookstore operations, ultimately meeting the expectations for a contract start date of 5/1/26. Please note that the dates below are tentative and subject to change. We understand that the transition requires flexibility, so many of these tasks will be kicked off in week one and will be worked on concurrently to ensure efficiency and a smooth process. We will collaborate with UMW and other stakeholders to plan dates that benefit everyone and align with everyone's schedules, ensuring that the transition is as seamless and stress-free as possible.

ACTIVITY	DESCRIPTION	TEAM(S)	DATE
INITIAL PLANNING AND COORDINATION			
KICK-OFF MEETING	Conduct a meeting with UMW stakeholders to discuss transition requirements and expectations.	Transition Team	06/02/25
SYSTEMS ASSESSMENT	Begin a thorough assessment of existing systems, inventory, and bookstore operations.	IT, Operations	06/02/25
FORMULATE TRANSITION TEAM	Formulate a dedicated transition team to oversee and execute the transition process.	HR, Regional Leadership, IT, Operations, Procurement, and Marketing	06/02/25

ACTIVITY	DESCRIPTION	TEAM(S)	DATE
TRANSITION MEETING	Schedule meeting with the current bookstore provider's transition team	Transition Team	06/02/25
FACULTY TRAINING	Schedule training webinars for faculty members to acquaint them with the new online adoption process using FacultyPortal.	Training Team	06/02/25
TRANSITION MONITORING	Maintain close monitoring of the transition process to address potential issues or concerns.	Transition Team	Daily until the Post Transition Follow-up
INTEGRATION, SYSTEM SETUP, AND ADOPTIONS			
SYSTEM INTEGRATION	Collaborate with UMW's IT team to initiate the integration of our systems with the college's SIS, LMS, and payment card systems. The course file will be completed first to begin adoption collection for the upcoming terms.	IT, Systems Integration	06/09/25
DATA GATHERING	Gather historical course materials adoption data for the past three semesters to forecast accurate inventory levels for the transition.	Data Analysis Team	06/09/25
WEBSITE DEVELOPMENT	Begin developing the new UMW Bookstore website, aligning it with the college's website to ensure consistency and accuracy of information.	Web Development Team	10/01/25
FACULTY TRAINING	Host training webinars for faculty members to introduce them to our online adoption platform, Faculty Portal, and explain the simplified adoption process.	Training Team	Prior to adoption requests are sent out in 2026
ADOPTIONS	Begin collecting and processing adoptions using the Faculty Portal	Operations, IT	The week of faculty training

ACTIVITY	DESCRIPTION	TEAM(S)	DATE
HIRING, PROCUREMENT, AND ORDERING			
HIRING	Post jobs, begin interviewing current staff and applicants, and hire to operate the UMW Bookstore.	HR	March 2026
EQUIPMENT INSTALLATION	Procure, test, and install all equipment required to operate the UMW Bookstore.	Operations, IT	March 2026
INVENTORY EVALUATION	Evaluate the existing inventory's value and make decisions regarding potential liquidation or continuation of sales based on need.	Inventory Management, Marketing	March 2026
ORDERING	Begin ordering course materials for the upcoming terms	Operations, Inventory Management	03/01/26
MARKETING AND ONBOARDING PREPARATION			
MARKETING STRATEGIES	Finalize promotional and marketing strategies for the new UMW Bookstore to generate excitement among students and faculty.	Marketing Team	April 2026
EVENT PLANNING	Plan and prepare for a "Meet and Greet" event, allowing administration, faculty, and staff to meet the new management team. Also, strategize for a "Grand Reopening" event.	Event Coordination Team	April 2026
TRAINING			
STAFF TRAINING	Launch an intensive training program for staff members, focusing on Point-of-Sale systems, customer service, inventory management, and the operation of the UMW Bookstore.	HR, Training Team	Late March/Early April 2026
TEST TRANSACTIONS	Conduct numerous test transactions to ensure staff members are prepared to serve customers.	Operations, Training Team	April 2026

ACTIVITY	DESCRIPTION	TEAM(S)	DATE
SYSTEM TESTS	Ensure all technology is ready and all hardware and equipment are 100% plug-and-pay ready for the transition and contract start date.	IT, Web Development	April 2026
MATERIALS AUDIT	Audit the number of course materials needed for the upcoming terms	Operations, Inventory Management	April 2026
OPERATIONS AUDIT	Audit the contract and operations plan to ensure all contractual obligations have been met.	Operations, Inventory Management	April 2026
WEEK 12: TRANSITION EXECUTION			
SYSTEM TEST	All systems, including the website, are live and fully functional. Orders can be placed.	IT, Web Development	05/01/26
SYSTEM GO- LIVE	The school switches bookstore links and information on all of its sites, including UMW.edu, Ellucian Banner ERP for student accounts and course adoptions, and Blackboard LMS.	IT, Web Development	05/01/26
INVENTORY COUNT	Conduct a physical inventory count under the purchasing agreement, including course materials and other inventory categories, either overnight or over a weekend, to minimize disruption to the UMW Bookstore.	Inventory Management Team	05/01/26
GRAND OPENING	Bookstore opens to in-store customers	Regional Leadership, IT, Operations, and Marketing	The day after transitioning inventory Est Date 5/4/26
POST TRANSITION FOLLOW-UP			
SUPPORT	Provide continuous support and guidance to staff members to ensure operational excellence	Operations	Post-Transition

During the crucial days of the transition, Textbook Brokers will provide dedicated corporate support for a seamless and successful transition. Brandon Bell, Regional Operations Manager, will provide hands-on support and guidance. His support will be instrumental in addressing any potential issues and guiding the UMW team through any changes. During the initial two weeks of the transition, Brandon will begin with an on-site presence, closely collaborating with the existing UMW team for a smooth handover of operations. This phase will primarily focus on assessing the existing processes and identifying UMW's needs and challenges. Following this initial period, over the next five weeks, Brandon will return to oversee the early stages of the new bookstore's implementation and the launch of the Faculty Portal. During these visits, his primary objectives will include providing guidance, answering questions, and addressing any operational concerns to facilitate a successful start and to support the faculty members during this change.

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.

Textbook Brokers is dedicated to retaining the current staff at UMW. Our regional support team will collaborate with the existing staff to identify suitable positions that align with their specific strengths and our proposed staffing plan. Each staff member will receive training on our POS system, technology stack, and job responsibilities to ensure they meet Textbook Brokers' high customer service and operational excellence standards. We guarantee that staff members will receive compensation and benefits that are at least equivalent to or better than what was previously offered.

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.

Textbook Brokers has vast experience providing similar goods and services to a wide range of academic institutions. A list of four comparable academic institutions where we currently provide similar services is included on Page 13 of our proposal. This list includes the names, addresses, and contact information for the appropriate contacts at each institution. Additionally, our client list has full contact details is also included on Page 14 for reference. We are confident that our successful partnerships with these institutions reflect our capability to provide quality bookstore services tailored to the needs of the UMW community.

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.

Textbook Brokers operates the Dalton State College bookstore, which serves approximately 4,000 FTE students. Since taking over operations, we have significantly improved performance by implementing innovative strategies tailored to student and faculty needs. Key enhancements include:

- *Concierge Counter Services & Online Live Chat –* Providing superior customer service and convenience.
- *Optimized Footprint & Expanded Merchandise –* Introducing higher-end Nike apparel and other premium items.
- *Enhanced Beverage & Snack Selection –* Expanding Coke product offerings and snack variety.
- *Sales Growth –* Doubling sales volume compared to the previous provider since 2020.
- *Course Material Affordability & Readiness –* Lowering costs through a structured rollout of the Day 1 Ready program, improving student access to both physical and digital materials over the past 18 months.
- *Reduced Unpaid Course Material Debt –* Successfully decreasing Dalton State's unpaid student balances related to course materials.

This success is not unique to Dalton State—we have consistently increased sales and improved operations at the majority of schools we manage. Our approach is personalized: your bookstore is a priority, not just another account. We bring a proven playbook that has driven success elsewhere, while also providing insight into where the market is headed and how to prepare for the future of campus retail.

We have the time, expertise, and dedication to grow your sales and enhance your bookstore's impact on campus.

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.

We have maintained a strong track record of service and have not lost any contracts within the last three years. Our commitment to operational efficiency, customer satisfaction, and long-term partnerships has ensured consistent retention of our clients. Additionally, we have not experienced any client losses due to mergers or acquisitions. Should UMW require further references or additional information regarding our long-standing relationships with institutions, we are happy to provide them.

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

Currently, we do not have partnerships with any VASCUPP member institutions. However, we have a prior working relationship with Jackson Matthews, the Assistant Vice President of Auxiliary Services at William & Mary, as he previously oversaw the bookstore at a school we operate.

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.

Textbook Brokers maintains complete and accurate financial records following Generally Accepted Accounting Principles (GAAP) and industry standards. We will provide the University with monthly detailed operating statements and annual audited financial statements prepared by our independent certified public accountant. Textbook Brokers' financial records will be accessible to the University for inspection and auditing, including providing support documentation such as invoices, payroll breakdowns, and other operational expenses upon request. We will follow the University's guidelines on net sales definitions and commission structures, and all financial transactions will be transparent and verifiable.

Textbook Brokers observes federal and state laws and has a non-discrimination policy in all employment practices. We will also engage in special promotions and employment practices that support the University's commitment to student employment, providing fair compensation and equal opportunities.

We will implement frequent promotions and engaging marketing strategies that align with the University's mission and boost the bookstore's appeal to students, faculty, alumni, and the community. All major promotional plans and operational changes will be submitted for approval following University policies and strategic goals.

BANK REFERENCE

A current bank reference indicating Textbook Brokers' business relationship with its financial institution is in Appendix G.

STATEMENT OF FINANCIAL STABILITY

In the past ten years, Textbook Brokers has not filed any bankruptcy or insolvency proceedings, whether voluntary or involuntary, been filed against it. Furthermore, no receiver, trustee, or assignee has been appointed for the benefit of creditors. Our organization maintains solid financial health and stability, providing reliable and uninterrupted service to our partners and customers.

SECURITIES EXCHANGE COMMISSION INVESTIGATIONS

Textbook Brokers confirms that our company is not the subject of any pending or ongoing Securities Exchange Commission (SEC) investigations. We are committed to compliance and ethical business practices; our performance and obligations in all agreements remain unimpaired and compelling.

ANNUAL AUDITED FINANCIAL STATEMENTS

Textbook Brokers, as a privately owned entity, does not produce annual audited financial

statements. Instead, our financial oversight and reporting are managed by KraftCPAs, one of the region's most reputable and independent certified public accounting firms. KraftCPAs handles our audit, tax, accounting, and consulting needs, ensuring that our financial practices meet industry standards and are transparent. Should there be any need to verify details regarding our financial condition or to address specific financial queries, UTC is encouraged to contact KraftCPAs. This arrangement supports our commitment to financial integrity and accountability.

FINANCIAL CAPACITY

Textbook Brokers is a privately owned, debt-free company that operates unburdened from banks and Wall Street. Our financial independence allows us to remain agile and adaptable even during challenging times like a pandemic or economic downturn. We are committed to implementing innovative market strategies, retaining our valuable staff, and upholding exceptional service levels. By reinvesting our profits into the company, we continuously introduce state-of-the-art technology, rapidly expand our operations, and, most importantly, enhance student outcomes by introducing new student services every year.

Textbook Brokers employs KraftCPAs, one of the largest, independent, regional certified public accounting firms for audit, tax, accounting, and consulting services. Please feel free to contact KraftCPAs to verify any questions regarding our financial condition:

JERRY A. MOSS
Member-in-Charge
Tax Services KraftCPAs PLLC
Tel: (615) 782.4279
Email: jmoss@KraftCPAs.com

JASON ANDERSON
Manager
Tax Services KraftCPAs PLLC
Tel: (615) 346-2472
Email: janderson@kraftcpas.com

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.

Textbook Brokers offers a wide range of related goods and services beyond traditional course materials, designed to meet the diverse needs of the UMW community while providing competitive pricing for all budgets. We offer products across multiple categories, including technology, apparel, general merchandise, school supplies, and convenience items, so students and faculty can access everything they need in one central location. Our ability to scale and adapt to customer demand is demonstrated by our success at Macomb Community College, where we nearly doubled technology sales in August 2024 compared to the previous provider's annual technology sales. This success was achieved through strategic product selection, competitive pricing, and targeted marketing aligned with student and faculty demand.

TECHNOLOGY AND ELECTRONICS

Textbook Brokers has partnered with Best Buy to integrate its inventory of over 170,000 items into the online platforms of each campus bookstore. Our partnership allows students and faculty access to a wide range of technology products, electronics, and accessories through the campus store, providing the same product selection and convenience found in major retail outlets. Our collaboration with Best Buy enables us to offer competitive pricing across multiple product categories, including laptops, tablets, headphones, chargers, and smart devices. Students can access the latest technology at prices that match or beat online competitors.

We are also working with Best Buy to pilot new initiatives to expand campus services and improve customer convenience. For example, we are establishing a Geek Squad Tech Support and device repair drop-off center within our partnered campus stores. This would allow students and faculty to access professional technical assistance and device repair services directly on campus, eliminating the need to visit off-campus locations. This initiative reflects our commitment to providing a full-service technology solution that meets the academic and personal needs of the campus community.

Our ability to offer Best Buy's product catalog, combined with competitive pricing through our StudentFIRST Pricing model, gives students access to a diverse range of products at affordable prices. Just as Best Buy has successfully positioned itself as a trusted

technology provider for consumers, Textbook Brokers will leverage this partnership to establish the UMW campus store as the go-to destination for academic and personal technology needs. We will heighten the overall value of the campus store, strengthen student and faculty engagement, and reinforce the university's mission to provide affordable, high-quality resources to its community.

APPAREL AND MERCHANDISE

Our merchandise offerings include customized UMW-branded apparel and accessories, similar to how professional retailers stock team and school-branded gear. We provide various product options, including high-performance athletic wear, casual clothing, outerwear, and accessories. Our apparel strategy includes introducing limited-edition products tied to key campus events such as homecoming and graduation to drive demand and strengthen school spirit.

SCHOOL SUPPLIES AND CONVENIENCE PRODUCTS

We offer a full range of school supplies, including notebooks, writing instruments, binders, backpacks, and art supplies. Our convenience section includes snacks, drinks, personal care items, and health products so students can access essential daily items without leaving campus. Our ability to stock high-turnover convenience products increases store traffic and supports a more convenient shopping experience for students and staff.

NEW PRODUCT INTRODUCTIONS AND PRICING FLEXIBILITY

Textbook Brokers can introduce new products and services throughout the contract term in response to emerging market trends and campus demand. We have a proven record of quickly adjusting product selections based on student and faculty feedback. Any newly introduced product or service would be added to the contract through an addendum process, confirming alignment with the university's procurement guidelines.

U. Sustainability

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

Textbook Brokers is committed to sustainability as a core operational principle, not just a supplementary effort. Our practices are designed to align with UMW's sustainability mission, goals, and initiatives by incorporating waste reduction, responsible sourcing, and energy-efficient operations. We collaborate directly with UMW's sustainability office and key stakeholders to ensure our bookstore operations support the university's broader environmental objectives. Our initiatives focus on:

- *Recycling and Waste Reduction –* Partnering with UMW's recycling programs to ensure all bookstore materials (e.g., packaging, paper, plastics, and outdated course materials) are properly sorted and diverted from landfills.
- *Sustainable Textbook Lifecycle –* Promoting digital textbooks, rentals, and buyback programs to reduce material waste and extend the usability of printed course materials.
- *Eco-Friendly Merchandise –* Sourcing apparel and merchandise made from recycled or sustainable materials and working with vendors committed to ethical production practices.
- *Carbon Footprint Reduction –* Minimizing transportation emissions by consolidating shipments and maintaining on-campus availability of materials to reduce dependency on third-party logistics.

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.

Textbook Brokers is fully committed to integrating sustainability into every aspect of our bookstore operations to align with UMW's sustainability mission, goals, and initiatives. Our efforts focus on waste reduction, responsible sourcing, and energy-efficient operations while collaborating directly with UMW's sustainability office and key stakeholders. We actively participate in campus recycling programs to ensure proper waste diversion of packaging materials, outdated course materials, and other recyclable items. Additionally, we promote a sustainable textbook lifecycle

through digital textbook adoption, rental programs, and buyback initiatives, reducing material waste and extending the usability of printed course materials. Our commitment to eco-friendly merchandise extends to sourcing apparel and products made from recycled or sustainable materials while ensuring vendors adhere to ethical production standards. To minimize our carbon footprint, we consolidate shipments and maintain on-campus availability of materials, reducing reliance on third-party logistics and unnecessary transportation emissions.

To further support UMW's sustainability objectives, we will establish measurable waste reduction and diversion targets, particularly focusing on eliminating single-use plastics and optimizing sustainable packaging alternatives. Plastic bags will be phased out in favor of 100% recycled paper bags and reusable tote options, while our suppliers will be required to use biodegradable or recyclable packaging for product shipments. Sustainable merchandise will be prioritized to minimize non-recyclable packaging, and we will collaborate with vendors committed to eco-friendly production and distribution practices. Additionally, we will implement a waste audit program in partnership with UMW to establish baseline waste levels and set diversion targets. Monthly tracking of waste reduction efforts, coupled with accessible recycling bins and collection points throughout the bookstore, will reinforce these efforts. Educational initiatives, including in-store signage, workshops, and social media campaigns, will help raise awareness among students and faculty on proper waste sorting and reduction practices.

Beyond waste reduction, we will drive sustainability through a digital-first strategy for course materials, advocating for digital and rental textbook options to minimize paper consumption. Our bookstore operations will incorporate energy-efficient technologies, such as LED lighting, optimized HVAC systems, and smart energy solutions to reduce electricity usage. Additionally, we will maintain a sustainable supply chain by working with vendors who demonstrate a strong commitment to environmental responsibility. These initiatives not only support UMW's sustainability mission but also create operational efficiencies by reducing material waste, lowering disposal costs, and fostering a culture of environmental responsibility on campus.

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) nonbottled 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.

Textbook Brokers acknowledges the University's right to exclusive agreements and will fully comply with all terms and conditions.

Deliverables

Fully describe all of the deliverables to be submitted under the proposed contract.

Under the proposed contract, Textbook Brokers will provide a range of deliverables covering all aspects of campus store operations, course material management, customer service, financial reporting, and strategic campus engagement. These deliverables will support the university's academic and financial goals while improving student and faculty experience.

COURSE MATERIAL MANAGEMENT AND DELIVERY

ADOPTED COURSE MATERIALS LIST	A list of adopted course materials, including ISBNs, pricing, and availability, will be provided to the university's designated contact and the Simpson Library staff each semester and summer term.
INCLUSIVE ACCESS PROGRAM	We will deliver an integrated Inclusive Access program, providing digital course materials to students through the university's LMS on day one of class.
DIGITAL BUNDLES	Our digital bundles will include: • *Course-Specific Bundles –* Customized bundles include the primary textbook, supplementary reading, and online access codes at a single discounted price. • *Multi-Course Bundles –* Discounted access to materials for students enrolled in related courses or those within the same department. • *Print + Digital Bundles*—These options combine physical and digital versions of the same textbook, providing flexibility for students who prefer both formats. • *Subscription-Based Models*—These provide access to a library of digital course materials under a subscription model, allowing students to access multiple resources for a flat fee. • *Day-One Access through Inclusive Access –* Digital materials will be embedded into the university's LMS, allowing students to access content on the first day of class without purchasing materials separately.
REAL-TIME INVENTORY MANAGEMENT	A system to track and adjust course material stock levels, ensuring high-demand materials are available and low-performing inventory is identified and adjusted.

COURSE MATERIAL MANAGEMENT AND DELIVERY

COURSE MATERIAL SOURCING AND FULFILLMENT	Manage all aspects of sourcing and fulfillment for new, used, rental, and digital materials to achieve competitive pricing and delivery.
PRICE MATCHING AND COMPETITIVE PRICING	Continuously monitor and adjust course material pricing to align with market rates, maintaining StudentFIRST Pricing standards.
FACULTY ADOPTION SUPPORT	Dedicated tools (FacultyAssist and Faculty Portal) to streamline the faculty adoption process and track course material selections.
BUYBACK PROGRAM	A program to allow students to sell back used course materials at competitive market rates.

TECHNOLOGY AND GENERAL MERCHANDISE

BEST BUY INTEGRATION	Full access to over 170,000 technology and electronic products through our partnership with Best Buy, available for purchase in-store and online
GEEK SQUAD SUPPORT	Establishment of an on-campus Geek Squad Tech Support and device repair drop-off center for added convenience and technical assistance
CUSTOMIZED UMW-BRANDED MERCHANDISE	Design, production, and sale of UMW-branded apparel, accessories, and gift items
SEASONAL AND EVENT-SPECIFIC MERCHANDISE	Specialty items tied to key campus events such as homecoming, graduation, and athletic events.
SUSTAINABLE PRODUCT LINES	Inclusion of environmentally friendly and sustainable products aligned with UMW's sustainability mission

FINANCIAL AND OPERATIONAL REPORTING

MONTHLY SALES AND FINANCIAL REPORTS	Reports detailing total sales, gross margin, commissions paid to UMW, and cost of goods sold.
COURSE MATERIAL PRICING REPORTS	Regular reports outlining price adjustments, rental performance, and market comparisons
ANNUAL FINANCIAL AUDIT	An annual review of campus store financial performance for transparency and accountability
FINANCIAL REPORTS	Detailed accounting of program performance, including participation rates and financial impact.
COMMISSIONS AND REVENUE REPORTS	Reports documenting commissions paid to UMW and total financial contributions to the university.

MARKETING AND ENGAGEMENT

STRATEGIC MARKETING PLAN	A tailored marketing plan, updated quarterly, to align with campus events and student needs.
SOCIAL MEDIA AND DIGITAL MARKETING CAMPAIGNS	Regularly updated and targeted social media campaigns to increase student engagement and drive sales.
EVENT PLANNING AND COORDINATION	Management of campus store events, including orientation, homecoming, faculty appreciation, and student-focused promotions.
COMMUNITY AND ALUMNI ENGAGEMENT	Partnerships with the Alumni Association, Student Government Association (SGA), and other campus groups to enhance outreach and engagement.
CUSTOMER FEEDBACK AND SATISFACTION REPORTS	Collection and analysis of customer feedback through surveys, in-store comments, and online reviews to guide service improvements

TRANSITION AND IMPLEMENTATION	
TRANSITION PLAN	A transition plan starting before the summer term for efficient handover of store operations
INVENTORY AND SYSTEM TRANSITION	Physical changeover of inventory and system integration conducted by a dedicated transition team.
TRAINING AND ONBOARDING	Staff training and operational onboarding for a consistent service experience from day one.

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.

Work Schedule & Timeline

TASK	COMPLETION DATE	STREAMLINING SUGGESTIONS	COST IMPLICATIONS
PHASE 1: TRANSITION & IMPLEMENTATION (PRE-CONTRACT & INITIAL SETUP)			
TRANSITION PLAN	Prior to contract start	Manage tasks concurrently	Minimal
INVENTORY & SYSTEM TRANSITION	Day 1 of contract	Utilize automated inventory tracking and digital tools to expedite transition	Included in technology investment
TRAINING & ONBOARDING	Daily during transition	Conduct virtual and in person training sessions before contract start to ensure readiness	Technology investment and payroll
PHASE 2: COURSE MATERIAL MANAGEMENT & DELIVERY (ONGOING)			
ADOPTED COURSE MATERIALS LIST	Each semester	Suggest using Auto-Readopt tool to streamline adoption process for faculty	Included in technology investment
INCLUSIVE ACCESS PROGRAM	Day 1 of each semester	Evaluate alternative models	Potential revenue increase and savings
DIGITAL BUNDLES	Each semester	Negotiate with publishers to drive down course material costs	No additional cost
REAL-TIME INVENTORY MANAGEMENT	Daily	Suggest using Auto-Readopt tool to streamline adoption process for faculty	Included in technology investment

TASK	COMPLETION DATE	STREAMLINING SUGGESTIONS	COST IMPLICATIONS
COURSE MATERIAL SOURCING & FULFILLMENT	Daily	Suggest using Auto-Readopt tool to streamline adoption process for faculty	No additional cost
PRICE MATCHING & COMPETITIVE PRICING	Daily		Included in technology investment
FACULTY ADOPTION SUPPORT	Daily	Provide customized training videos, FAQs, and informational sessions	No additional cost
BUYBACK PROGRAM	Daily	Online website for buying back books	No additional cost
PHASE 3: TECHNOLOGY & GENERAL MERCHANDISE (ONGOING)			
BEST BUY INTEGRATION	Daily	Enhance online ordering capabilities	Included in technology investment
GEEK SQUAD SUPPORT	Pending approval	Expedite approval process with Best Buy	No cost impact
CUSTOMIZED UMW-BRANDED MERCHANDISE	Daily	Partner with local vendors	No additional cost
SEASONAL & EVENT-SPECIFIC MERCHANDISE	Daily	Pre-order popular event-specific items	Reduces rush shipping costs
SUSTAINABLE PRODUCT LINES	Daily	Expand partnerships with sustainable brands	No additional cost
PHASE 4: FINANCIAL & OPERATIONAL REPORTING (ONGOING)			
MONTHLY SALES & FINANCIAL REPORTS	Monthly	Providing access to custom on-demand reporting	Included in technology investment

TASK	COMPLETION DATE	STREAMLINING SUGGESTIONS	COST IMPLICATIONS
COURSE MATERIAL PRICING REPORTS	Each semester	Providing access to custom on-demand reporting	Included in technology investment
ANNUAL FINANCIAL AUDIT	Annually	Early prep for smooth audit process	No additional cost
FINANCIAL REPORTS	Annually	Consolidate reports for efficiency	No additional cost
COMMISSIONS & REVENUE REPORTS	Annually	Pre-plan reporting cadence	No additional cost
PHASE 5: MARKETING & ENGAGEMENT (ONGOING)			
STRATEGIC MARKETING PLAN	Quarterly	Data-driven targeting for efficiency	No additional cost
SOCIAL MEDIA & DIGITAL MARKETING	Daily	Using virtual assistants to schedule posts	Included in marketing cost
EVENT PLANNING & COORDINATION	Daily	Pre-plan annual events for efficiency	No additional cost
COMMUNITY & ALUMNI ENGAGEMENT	Daily	Leverage existing campus networks	No additional cost
CUSTOMER FEEDBACK & SATISFACTION REPORTS	Daily	Digital survey tools for real-time insights	No additional cost

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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.

Our primary goal is to grow overall sales across multiple channels while enhancing the financial return to the University. This is achieved through operational transparency, open communication, and strategic planning.

Key elements of our approach include:

- *Regular Communication & Collaboration–* The schools where we see the strongest operational and financial success are those with consistent check-in meetings, whether biweekly or monthly. These discussions allow for ongoing evaluation, ensuring we can adapt quickly in an evolving bookstore industry.
- *Proactive Annual Planning–* Mapping out key initiatives and promotional opportunities in advance helps drive engagement and maximize revenue throughout the year.
- *Performance Monitoring & Benchmarking–* We track and review key performance indicators (KPIs) to assess success, making data-driven decisions and benchmarking against other schools we operate to identify best practices.
- *Flexible Reporting & Real-Time Access–* We typically review performance and outcomes on a semester basis but can provide updates more frequently if preferred. Additionally, we offer tools that allow the University to access sales data and other key indicators at any time, ensuring full transparency and real-time insights.

By maintaining transparency in our operations and fostering a strong partnership with the University, we ensure that bookstore performance remains aligned with institutional goals while staying ahead of industry trends.

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).

Operating a successful bookstore comes with inherent risks, but our experience and proactive approach allow us to effectively monitor, manage, and mitigate these risks to ensure uninterrupted service and strong financial performance. Below are the key risks and our strategies to address them:

STAFF TURNOVER: While we experience minimal staff turnover, we recognize the potential impact of staffing disruptions on operations.

- *Mitigation:* We provide a competitive compensation plan with performance-based incentives tied to store growth and sales. Additionally, we maintain on-site leadership for daily operations, backed by a regional operations manager and a dedicated support team that can step in immediately if needed. Before we took over at Dalton State, they struggled with inconsistent management—since our arrival, our manager has remained in place for the entire contract, providing stability and consistency.
- *Reporting:* If a staffing issue arises, we will proactively notify the University and present a transition plan to maintain smooth operations.

FLUCTUATIONS IN COURSE MATERIAL DEMAND: Student enrollment shifts and changes in faculty adoption preferences can impact sales and inventory management.

- *Mitigation:* We use data-driven forecasting and real-time sales tracking to anticipate demand. Our Day 1 Ready program ensures materials are available in the right format (physical or digital) at the start of each term, improving student preparedness.
- *Reporting:* Regular KPI reviews and reporting will help monitor trends and adjust strategies accordingly.

SUPPLY CHAIN & INVENTORY CHALLENGES: Delays in course materials, general merchandise, or technology items can impact availability.

- *Mitigation:* We maintain strong vendor relationships and diversify our supply chain to minimize risk. Our centralized procurement team enables us to quickly source inventory when shortages arise. Additionally, we proactively communicate potential issues during the adoption and procurement process to mitigate risks early.
  - This and the previous course materials challenge were significant issues at Macomb Community College before we took over. Using these methods, we resolved their supply chain difficulties and improved their bookstore operations.
- *Reporting:* If a significant delay occurs, we will communicate directly with faculty and students to provide alternative solutions.

CHANGING RETAIL & STUDENT BUYING TRENDS: The bookstore industry is evolving, with students shifting to digital materials and online shopping.

- *Mitigation:* We stay ahead of industry trends by expanding e-commerce capabilities, optimizing our merchandise mix, and enhancing the in-store experience with premium brands like Nike. Additionally, we implement monthly technology updates that allow us to quickly adapt to changing consumer behavior and market demands.
- *Reporting:* We benchmark performance against peer institutions and regularly update the University on industry trends and shifts.

FINANCIAL PERFORMANCE & SALES VOLATILITY: SEASONAL sales fluctuations and external economic factors can impact revenue.

- *Mitigation:* We focus on diversifying revenue streams (apparel, convenience items, branded technology, and online sales) while using strategic promotions to drive traffic during slower periods.
- *Reporting:* We provide semesterly performance reports and real-time access to sales data, ensuring full transparency and financial insight.

RISK MONITORING & REPORTING: We believe in proactive communication and will work closely with the University to monitor and address potential risks. Regular check-ins, semesterly performance reviews, and on-demand reporting tools provide real-time visibility into bookstore operations. If any challenges arise, we will immediately collaborate with University stakeholders to develop and implement solutions that maintain seamless service and financial stability.

Our proven risk management strategies have consistently driven success at multiple institutions, and we are confident in our ability to do the same for the University of Mary Washington.

ATTACHMENT F

Small Business Subcontracting Plan

This attachment is not applicable to Textbook Brokers. As a result, we do not have an attachment to provide.

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

Textbook Brokers does not have any major exceptions to the Terms and Conditions as stated in this RFP. However, we would like to discuss working with UMW to update the Net Sales Reporting definition and further clarify certain areas to ensure mutual alignment in the final bookstore contract. We look forward to collaborating with UMW to refine these details in a way that benefits both parties.

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

Not applicable.

TAB 2

Technical Response/ Scope of Services

Ensure ADA compliance and robust cybersecurity measures for secure transactions.

Textbook Brokers has incorporated accessibility testing into its eCommerce system since its initial release, and this practice continues to be upheld. Our eCommerce websites employ various tools, including browser add-ons and third-party websites, to assess the compliance of content, pages, and features with usability and accessibility guidelines. Textbook Brokers' platform meets WCAG 2.1 AA standards for compliance with modern accessibility requirements. We support screen readers (JAWS, NVDA, VoiceOver), allow keyboard-only navigation, provide closed captions for multimedia, and implement form field validation to assist users with disabilities. Furthermore, we employ automatic contrast checking to ensure that all customers can fully perceive the content, irrespective of the colors used for branding the site. We are committed to consistently enhancing the site's usability for all customers.

If any accessibility issues are identified on our site, Textbook Technology's IT team will promptly address and resolve them.

Data is secured in the cloud by Amazon Web Services (AWS), ensuring 99.9% uptime and redundant backups (5X per day) for disaster recovery. Our cybersecurity infrastructure includes firewalls, intrusion detection, and threat monitoring to prevent unauthorized access. Textbook Brokers, through our Textbook Technology team, has developed a robust backup and disaster plan. The foundation of the disaster plan is primary and secondary backups to AWS. The primary backup is done daily to an alternate AWS data center within our existing AWS account. The secondary backup is managed by an outside security firm using their AWS account, which insures against hacking, ransom, or compromise of internal employees.

Ensure availability of ADA-compliant materials upon request.

Textbook Brokers is committed to ensuring all students have equal access to course materials in compliance with ADA & WCAG 2.1 AA standards. We provide screen reader-compatible eBooks, text-to-speech enabled materials, closed captions for multimedia, and alternative text for images by default. For students requiring additional accommodations, such as Braille, large print, or customized accessible formats, requests can be submitted via the bookstore website, by emailing customer support, or through UMW's Disability Services Office.

- Digital accessibility materials are available instantly.
- Alt text and accessible PDFs can be provided within 1-2 business days.
- Braille and large-print materials require 2-4 weeks for fulfillment, depending on publisher availability.

Our team conducts regular accessibility audits and will work with publishers to expand the availability of ADA-compliant materials for UMW students.

Textbooks

The vendor shall supply all required textbooks in various formats to accommodate diverse learning preferences and financial needs. The vendor must:

Provide a comprehensive inventory of course materials, including:
- ***New, used, rental, and digital (e-books) options.***
- ***Course-specific materials such as software codes and access keys.***
- ***Custom course packs, lab manuals, and other faculty-requested materials.***

Ensure all required course materials are available to students no later than 14 days before the semester starts.

Textbook Brokers guarantees that all required course materials—both physical and digital—will be available to students no later than 14 days before the semester starts. Our fulfillment processes, supply chain coordination, and automated inventory tracking ensure that students can access their required textbooks and courseware well before the first day of class. First-day readiness requires operational excellence, technical reliability, and student-focused service from the bookstore— services we've long provided to all our customers. Student-focused technology and concierge in-store service make getting course materials a frictionless, stress-free experience for our student customers. Our inventory management system tracks demand, so physical course materials are stocked and available 14 days before the semester starts. We work with publishers, wholesalers, and distributors to secure and allocate materials in advance, preventing delays and back orders.

TRADITIONAL SERVICE FOR DUAL-ENROLLMENT STUDENTS: We can offer traditional course material services to dual-enrollment students. These students will still receive market-competitive StudentFIRST pricing and concierge service in-store and online.

Implement a streamlined, user-friendly online textbook adoption system for faculty, providing:
- ***Web-based tools to select required course materials.***
- ***Reporting capabilities for faculty and administrators to track adoption status.***

Offer a robust textbook buyback program, including:
- ***Online buyback options with transparent pricing.***
- ***Guaranteed buyback prices available at the time of purchase to help students plan financially.***

Convenient return options, including on-campus drop-off locations.

Integrate with UMW's Ellucian Banner ERP to:
- ***Allow automatic pre-population of required course materials in students' shopping carts.***
- ***Enable direct billing to student accounts for financial aid and scholarship funds.***

Textbook Brokers can integrate with UMW's Ellucian Banner ERP to streamline the course material selection and purchasing process for students. Our system syncs student enrollment data from Banner to automatically populate each student's shopping cart with the required course materials for their registered courses. Students can access their pre-filled carts directly from the bookstore website or navigate through the Banner Student Self-Service portal, where they will be redirected to their personalized shopping experience. This feature eliminates manual textbook searches and reduces errors so that students can purchase the exact materials selected by the faculty. Faculty adoptions are updated in real time, so students see the most current and accurate course material selections.

Textbook Brokers integrates with Banner's financial aid module, enabling students to charge textbook purchases to their student accounts using financial aid, scholarships, or other institutional funds. Our system validates available aid funds, allowing students to see their remaining balance and apply eligible funds at checkout. Transactions are automatically processed and reconciled within UMW's Banner ERP system for financial tracking and compliance with Title IV federal financial aid regulations. Students can view all transactions on their Banner student account, providing transparency on textbook charges and remaining aid balances. Students will have access to the correct course materials while providing a frictionless financial aid purchasing process, reducing administrative burdens for the university.

Offer cost-saving alternatives, such as:
- ***Inclusive access programs for digital course materials.***
- ***Subscription models and textbook rental programs to improve affordability***

Students have many options when it comes to purchasing course materials. Apart from the traditional on-campus bookstore, they can conveniently shop online on other platforms and even directly from publishers. Consequently, pricing plays a crucial role in determining where students choose to make their purchases. The on-campus bookstore cannot afford to set high prices for commodities readily available online at more affordable rates, with the added advantage of rapid delivery. To meet student expectations, the on-campus bookstore must proactively reshape its image through realistic pricing and focus on fostering brand loyalty by providing faster service, embracing innovation, and offering expert guidance. This is precisely what Textbook Brokers excels at.

Direct Purchase Model: Textbook Brokers will allow students the flexibility to purchase their textbooks and course materials directly from the on-campus bookstore or through other external sources as they prefer. In this model, no additional fees will be charged to the students beyond the materials' price. The bookstore will stock a complete inventory of required texts and materials available to all students who purchase on campus. Textbook Brokers will leverage its vendor relationships to offer prices comparable to or better than those found online. This approach maintains the traditional retail model, giving students complete autonomy in choosing where and how to purchase educational materials.

INCLUSIVE ACCESS (IA): We will introduce a more inclusive approach where all required course materials are provided to students at a fixed fee per credit hour per semester. This fee is included in the student's tuition, streamlining the procurement process. Students can opt out of this program if they prefer to source their materials independently. Textbook Brokers will manage the logistics of distributing these materials digitally through an integrated LMS or physically at the bookstore. This model benefits students by providing individuals with access to necessary materials from the first day of class while still offering the flexibility to opt out if they have alternative preferences for obtaining course materials.

EQUITABLE ACCESS (EA): The bookstore industry is moving towards an innovative initiative called Equitable Access (EA) to provide a level playing field for every student and lower overall student costs. Students' bursar accounts are charged a fee per course or a flat fee for all courses and receive all course materials in digital or physical format. Equitable Access programs offer distinct advantages for students, faculty, and administrators.

FLEXIBLE ACCESS OPTIONS: Through an IA or EA model, students can have digital course materials available on the first day of class, integrated directly through the campus Learning Management System (LMS), or physical materials available for pick up or shipping through the bookstore. This model ensures automatic access to course materials on the first day of classes, streamlining the experience for incoming students.

INCLUSIVE ACCESS

Textbook Brokers presents an advanced Day One / Inclusive Access (IA) program with robust support and streamlined billing automation. UMW will have the flexibility to select the digital provider—either VitalSource or RedShelf—and determine the courses included in the program. Additionally, physical products can be offered if a digital alternative isn't available (e.g., course kits and nursing scrubs). A key advantage of IA, regardless of digital provider, is that it enables UMW to begin with Inclusive Access and have the option to seamlessly transition to Equitable Access (EA) at any time during the contract, providing valuable flexibility and adaptability while maintaining the same integrations. An essential difference between Textbook Brokers' IA Program and its competitors is physical product incorporation. Including physical materials in an IA Program offers significant benefits to students. It allows students to acquire all the necessary course materials, including digital and physical, right from the start of their classes. This availability of materials, combined with discounted pricing, ensures that students can access everything they need at a reduced cost on the first day.

THE FACULTY PROCESS: Whoever is responsible for submitting adoptions can easily add them to the IA Program through the Faculty Portal in a few clicks. Once the adoption process is finished, we will support faculty in setting up their IA courses for the upcoming semester. Before the first week of classes, including the Redshelf or VitalSource link in the IA courses within the LMS is essential to allow students to view their course materials and opt out. The individual responsible for adding the link in the LMS varies from school to school. Here are the following methods:

- Faculty personally add the link to their course(s) within the LMS.
- The LMS administrator includes the links in IA courses within the LMS.
- There is a universal link available for all courses, so no additional action is necessary, as it is already present in every course.

Lastly, the faculty will add their publisher modules to their courses in the LMS and create the course within the publisher platform. If faculty members need help adding these links and setting up their courses, Textbook Brokers' procurement team can set up meetings with publisher reps and connect faculty members with publisher integration specialists.

To ensure faculty are prepared to teach using an inclusive access product, Textbook Brokers will collaborate with UMW's LMS administrator to develop clear and concise instructional videos and PDFs using UMW's LMS environment. We will create instructional materials to cover other relevant information or tools to support the success of UMW's new and existing faculty. Additionally, we will provide the same support options as students (phone, email, live chat, and in-person support) and other IA-specific services, such as connecting faculty with publisher integration representatives, negotiating inclusive access pricing with publishers, building bundles, and more.

THE STUDENT PROCESS: Before the commencement of classes, Textbook Brokers will send a welcome email to each student, providing instructions on how the IA Program operates, including customized PDFs and videos similar to those of the faculty. The email will also include

information on how students can opt out of the course material if they choose to do so in the LMS, as well as links to frequently asked questions and a complete step-by-step visual walk-through available on the bookstore's website. For physical products included in the IA Program, students will have their materials prepared for pickup once they have registered for their courses. If students cannot visit the bookstore during regular business hours, they can conveniently request shipping by visiting the bookstore's website.

These measures ensure that students are well-informed about the IA Program, provide easy access to essential information, and offer flexible options for obtaining course materials in-store and through shipping. Textbook Brokers provides dedicated staff to help students with IA questions. Our staff will be available by phone, email, live chat, and in person. In addition, our partners, Redshelf and VitalSource, have support teams that work around the clock to help students.

THE BILLING PROCESS: Textbook Brokers will collaborate with UMW and its bursar's office to develop a billing process that aligns with UMW's existing student IA billing workflows. We will create a streamlined system that enhances efficiency, accuracy, and peace of mind. If UMW is interested in further automating the billing process, Textbook Brokers can facilitate sending an automated daily charge file tailored to UMW's specifications through SFTP (Secure File Transfer Protocol). This file can be loaded into UMW's Student Information System (SIS), reducing UMW's workload in managing the IA billing process. Close collaboration with UMW's bursar's office verifies that the billing process will integrate into its established procedures. This collaborative approach saves time, minimizes errors, and improves billing operations. After the add/drop period, we will provide UMW with an itemized invoice with transparent and accurate billing information.

THE PROCUREMENT TEAM PROCESS: Once inclusive access adoptions have been submitted, Textbook Brokers' dedicated P-Team will collaborate with publishers to determine pricing and license duration and ensure that digital course materials are prepared for distribution on the first day of each term. The P-Team will handle the procurement process for physical products until the materials are delivered to the UMW Bookstore. When the materials have been received, Textbook Brokers' staff will prepare the items for distribution on the first day of each term. In addition, this team will provide dedicated support to faculty and students, as listed previously in the faculty and student sections.

BRANDING: If UMW is considering a new branding strategy for its IA Program, Textbook Brokers will offer support throughout the rebranding process. Our team of graphic designers can create custom logos that embody the initiative's spirit and objectives with a new identity that resonates with UMW's core message. Beyond logo design, we can provide a full suite of services for a consistent visual identity, including selecting appropriate colors, typography, and design elements. For a cohesive presentation, we can produce various marketing materials such as brochures, posters, flyers, and digital assets, all featuring the UMW IA brand name and logo. Additionally, our team will integrate the new branding into UMW and the UMW Bookstore's websites, updating designs and ensuring visual consistency across platforms. To maximize the impact of this rebranding, Textbook Brokers will collaborate with UMW to devise and execute a strategic rollout plan, promoting the initiative to ensure maximum visibility and engagement among students, faculty, and staff.

By consistently serving faculty, administrators, students, and the entire campus community at a high standard, we initiate a positive cycle of improvement each semester. We regularly assess

our services and service levels to ensure utmost satisfaction, comparing pricing and product offerings with market alternatives. Our objective is to stay ahead of market trends and continually enhance our offerings.

TEXTBOOK RENTAL PROGRAM

As mentioned previously, Textbook Brokers offers a comprehensive textbook rental program that reduces upfront costs for students. All eligible textbooks are available for rental, excluding consumables like workbooks or access codes. Unlike competitors, rental prices remain the same whether a book is new or used. Students can convert rentals to purchases anytime, applying their rental fee toward the purchase price. Students can return rentals in-store or via shipping, with email and text reminders to ensure on-time returns. Students can save 50% or more compared to traditional textbook purchases.

FLEXIBLE ACCESS OPTIONS

Students at UMW will have the flexibility to choose the most affordable option for their course materials:

- *Inclusive Access* – Automatically receive digital materials at a lower cost with opt-out flexibility.
- *Equitable Access* – A flat-rate, all-inclusive model ensuring day-one readiness.
- *Rental Program* – Lower upfront costs with the option to purchase later.
- *Traditional Purchase* – Students can still buy new, used, or digital textbooks if they prefer.

Students receive the best value through these cost-saving alternatives while maintaining accessibility, flexibility, and affordability in acquiring their course materials.

BILLING AUTOMATION

We understand that UMW has not yet determined its billing structure or if it will be adding Inclusive Access (IA) and Equitable Access (EA) programs. Manual billing processes can be a significant administrative burden for colleges, often requiring extensive coordination between the bookstore provider, bursar's office, IT, and faculty. Textbook Brokers provides an automated billing integration that can eliminate this burden and connect with UMW's Student Information System (Ellucian Banner). Our automation ensures:

- No manual invoicing or reconciliation is required by the college.
- Student billing is fully automated, reducing administrative workload.
- Data synchronization ensures accurate charges and adjustments (e.g., drops and late enrollments).
- Flexible billing configurations allow UMW to transition to any pricing model (flat fee per credit hour, per course, or per student) without additional IT strain.

UMW can leverage our proprietary automation and integration expertise to implement IA and EA programs without the manual workload often associated with traditional bookstore providers. We provide a streamlined, accurate, and efficient billing process while maintaining maximum flexibility as UMW finalizes its IA/EA approach.

Other Course Materials

The vendor shall provide additional educational materials beyond traditional textbooks to support various academic disciplines and specialized programs. These materials include but are not limited to:

- ***Nursing kits and lab supplies, ensuring accuracy and compliance with faculty specifications.***
- ***Course-specific tools and technology, such as calculators, drafting kits, and online learning resources.***
- ***Custom bundles and course packs, which shall be created in collaboration with faculty.***
- ***Licensing and software packages required for specific courses or programs.***
-

The vendor must have the ability to procure specialty materials in a timely manner to prevent disruptions in coursework. The vendor must work closely with the faculty to ensure accurate and timely procurement of these materials and provide recommendations for cost-effective alternatives where applicable.

Textbook Brokers is committed to providing a full range of educational materials beyond traditional textbooks to support UMW's diverse academic programs.

LICENSING & SOFTWARE PACKAGES

Textbook Brokers will procure and license academic programs across multiple disciplines to support coursework requiring specialized software. We provide STEM and engineering software such as MATLAB, AutoCAD, and SolidWorks, as well as design and media applications like Adobe Creative Cloud, Final Cut Pro, and Pro Tools. We offer QuickBooks, SPSS, and Bloomberg Terminal access for business and accounting courses, while medical and health sciences programs benefit from access to human anatomy software and virtual dissection platforms. All software purchases can be integrated with UMW's Learning Management System (Canvas), ensuring student access and usability.

DIVERSE INVENTORY OF TECHNOLOGY PRODUCTS

Textbook Brokers will curate a diverse inventory of technology products, including high-end calculators, class clickers, and various tech accessories. Offering a wide selection of devices will cater to UMW students' needs and preferences, giving them access to the tools they need to succeed academically. Our goal is to provide students with options that fit their requirements.

Textbook Brokers will procure and make course materials available through proactive inventory management and faculty collaboration. Our Regional Merchandise Director and faculty liaisons work with instructors to identify and source required materials each semester. Inventory is tracked and restocked monthly to prevent shortages and guarantee that students receive their materials on time. We also provide cost-effective alternatives where applicable, including Open Educational Resources (OER), used equipment, and rental options for lab kits and specialized tools. We help students access the materials they need while minimizing financial burdens by offering affordable solutions without compromising quality.

2.2.6

Faculty/Staff Support

Implement a web-based textbook adoption system for faculty with:
- *Training and support for faculty and administrative staff.*
- *Reporting tools to monitor textbook adoption status.*
- *Electronic options for password-protected materials.*

Work closely with faculty to procure specialized course materials and offer cost-effective alternatives when possible.

APPRECIATION

Textbook Brokers offers appreciation events that include free gift cards, discounts, refreshments, and snacks to thank faculty for collaborating and prioritizing affordability and availability with the bookstore throughout the year.

FACULTY TRAINING AND TECHNICAL SUPPORT

The Course Material Manager assigned to UMW will proactively provide training sessions and information packets for faculty members. This training will empower faculty with the knowledge and tools to navigate the adoption process. One key component of this training initiative is Faculty Portal Training. Once the course and enrollment feed are integrated, the Faculty Portal becomes live.

UMW's Course Material Manager will schedule training webinars, offering multiple dates and times to accommodate the diverse schedules of faculty members. During these webinars, faculty members will receive hands-on training on how to use the Faculty Portal. The training will cover various functions within the portal that contribute to making the adoption process more efficient and user-friendly. The training will familiarize faculty members with the features of the Faculty Portal so they understand how to submit adoptions and leverage the portal's functionalities to streamline the entire process.

Beyond initial training, faculty can access ongoing technical support through live chat, phone, email, and scheduled one-on-one consultations with the Course Material Manager. A dedicated help desk ensures the timely resolution of adoption-related issues. Faculty can access on-demand training videos, step-by-step user guides, and one-on-one virtual consultations for flexible learning options. Recorded webinars are also available for faculty who miss live sessions.

2.2.7

Order Fulfillment & Shipping

The vendor shall:
Offer multiple shipping methods, including:

- *Home delivery options with various shipping speeds.*
- *In-person pick-up at designated campus locations, ensuring timely and efficient distribution.*
- *Expedited shipping for last-minute or urgent needs.*
- *Free or discounted shipping promotions for bulk or early orders.*

Ensure packaging is environmentally friendly and secure to protect materials during transit.

Implement a clear returns and exchanges policy, offering students flexibility to return items via mail or on-campus drop-off locations.

A student's perception of their college is shaped by every interaction they have throughout their academic journey. Our staff members undergo training to deliver a positive customer experience. Any instance that deviates from the usual procedure for handling requests or concerns presents an opportunity for our staff to further enhance our relationship with each student. Thanks to our browser-based Point-of-Sale System, receipts are filed under each customer's account for stress-free returns and for students who need receipts to file taxes. Bookstore associates typically carry out refunds and exchanges in the following manner, but this can be adjusted to meet the needs of UMW:

TEXTBOOKS, PACKAGES, & ACCESS CODES

All Textbooks have a 30-day return window from the first day of each term. Shrink-wrapped texts and packages must remain in their original package for customers to receive a full refund. Access codes cannot be returned if shrink wrap has been removed or seals have been broken or scratched off. Any new books returned out of their original package or no longer in 'new' condition will be refunded at a used book value, subject to manager approval. Any returns falling outside the above-stated return policy that are ineligible for refunds may be sold back under the course material buyback policy.

DIGITAL

These items must be returned within ten days from the original purchase date. Cengage Unlimited and Courseware are non-refundable once the access code has been redeemed.

SHIPPING

All shipping charges are non-refundable. All refunds must be refunded back to the original payment method.

MERCHANDISE AND GIFTS

These items may be refunded within 10 days or exchanged within 30 days of the original purchase date. All items must be in original/ unopened packaging with the tags still attached.

COMPUTER AND SOFTWARE

These items must be unopened and returned within 10 days of the original purchase date for a refund. All opened computers and software are non-returnable.

REFUNDS & FINANCIAL AID

Textbook Brokers will collaborate closely with UMW to establish a streamlined book return process for students who drop or withdraw from classes. In alignment with practices at other partner institutions, the default approach involves refunding financial aid funds back to the student's financial aid account if the withdrawal occurs before the financial aid deadline. In cases where students withdraw or drop after the deadline or if the college cannot process the refund to the financial aid account, Textbook Brokers is flexible. The alternative solution involves providing the student with a cash refund, ensuring a fair and accessible return process that accommodates various scenarios and deadlines while maintaining financial aid compliance.

DEFECTIVE TEXTBOOKS

Textbook Brokers guarantees the replacement of any defective textbooks at no additional cost to the buyer, providing a straightforward and quick replacement process to minimize disruption to the student's learning experience. The following list outlines each semester's refund timelines and conditions so all students know their options and processes. It will also help minimize confusion and potential disputes related to textbook returns, enhancing overall customer satisfaction.

- *Fall*—Returns must be made within two weeks of the semester starting or within 30 days with an add/drop slip. Receipt is required, and the books must be in original condition.
- *Spring*—Similar to fall: Returns within two weeks or within 30 days with add/drop slip; receipt and original condition required.
- *Summer*—Returns within the first week of the session or within 30 days with add/drop slip. Conditions are the same as in other semesters.
- *Non-refundable*—Activated access codes and customized materials.

Late returns are generally not accepted. Exceptional circumstances require management approval.

2.2.9

Data Security & Compliance

Ensure compliance with FERPA, PCI-DSS, and GDPR regulations.

Textbook Brokers offers a cloud-based solution to meet the demands of modern educational environments. No software needs to be installed on UMW's servers. Understanding the critical importance of data security and regulatory compliance in cloud services, we maintain strong protection through adherence to several key security standards:

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Textbook Brokers is fully FERPA-compliant, keeping student educational records private and accessible only to authorized individuals. We implement role-based access controls, data encryption, and security audits to prevent unauthorized access and maintain compliance with UMW's student privacy policies.

PCI DSS CERTIFICATION

All transactions and financial operations within our platform adhere to the Payment Card Industry Data Security Standard (PCI DSS). This certification guarantees that all payment information processed or stored by our system is secured against breaches, providing peace of mind for institutions and their stakeholders. Documentation supporting our PCI DSS compliance can be found in Appendix D.

GENERAL DATA PROTECTION REGULATION (GDPR)

Textbook Brokers fully complies with GDPR, protecting student and faculty data in accordance with EU privacy regulations. We follow the principles of data minimization, processing transparency, and user consent, allowing students to access, correct, or request deletion of their personal data when necessary.

HECVAT LIGHT

Specifically tailored to provide cloud-based solutions to higher education institutions, our HECVAT Light assessment addresses concerns particular to the academic sector, focusing on the security and privacy risks associated with our service offerings. The HECVAT Light form is included in Appendix E for review.

Maintain secure transactions and implement data encryption standards.

Textbook Brokers maintains secure transactions and implements industry-leading data encryption standards to protect sensitive information. Our PCI-DSS compliance ensures that all payment transactions processed through our platform meet the highest security requirements, safeguarding customer financial data from unauthorized access and breaches. To protect student, faculty, and institutional data, Textbook Brokers utilizes end-to-end encryption (E2EE) and tokenization for all transactions, encrypting payment details and personally identifiable information (PII) both in transit and at rest. Our platform employs TLS 1.2+ (Transport Layer Security) protocols to encrypt all data exchanges between users and the bookstore, preventing

interception by malicious entities. Additionally, our system adheres to SOC2 security controls, which enforce role-based access management, multi-factor authentication (MFA) for administrative users, and continuous system monitoring to detect and prevent threats in real time.

We conduct regular vulnerability assessments and compliance audits to augment security and identify and mitigate potential risks. All stored customer data is protected using AES-256 encryption, ensuring compliance with FERPA, PCI-DSS, and institutional security policies. Textbook Brokers guarantees that all transactions remain secure, customer data is protected, and institutional compliance requirements are met.

Establish data backup and disaster recovery plans for operational continuity.

Data is secured in the cloud by Amazon Web Services (AWS), ensuring 99.9% uptime and redundant backups (5X per day) for disaster recovery. Our cybersecurity infrastructure includes firewalls, intrusion detection, and threat monitoring to prevent unauthorized access. Textbook Brokers, through our Textbook Technology team, has developed a robust backup and disaster plan. The foundation of the disaster plan is primary and secondary backups to AWS. The primary backup is done daily to an alternate AWS data center within our existing AWS account. The secondary backup is managed by an outside security firm using their AWS account, which insures against hacking, ransom, or compromise of internal employees.

2.6.4

Financial Stability

UMW desires to review the bidder's financial information that confirms the financial stability of the company. Provide copies of your organization's annual reports for the last three years, including independently audited financial statements, Dun and Bradstreet ratings, and other performance information related to the fiscal strength and resources of your organization.

Textbook Brokers recognizes and supports UMW's commitment to transparency, affordability, and accountability in managing the University Bookstore. We agree to each SOW requirement set forth by the University and are ready to implement these standards to provide optimal service and compliance. We maintain complete and accurate financial records following Generally Accepted Accounting Principles (GAAP) and industry standards. We will provide the University with monthly detailed operating statements and annual audited financial statements prepared by our independent certified public accountant. Textbook Brokers' financial records will be accessible to the University for inspection and auditing, including providing support documentation such as invoices, payroll breakdowns, and other operational expenses upon request. We will follow the University's guidelines on net sales definitions and commission structures, and all financial transactions will be transparent and verifiable.

BANK REFERENCE

A current bank reference indicating Textbook Brokers' business relationship with its financial institution is in Appendix G.

STATEMENT OF FINANCIAL STABILITY

In the past ten years, Textbook Brokers has not filed any bankruptcy or insolvency proceedings, whether voluntary or involuntary, been filed against it. Furthermore, no receiver, trustee, or assignee has been appointed for the benefit of creditors. Our organization maintains solid financial health and stability, providing reliable and uninterrupted service to our partners and customers.

SECURITIES EXCHANGE COMMISSION INVESTIGATIONS

Textbook Brokers confirms that our company is not the subject of any pending or ongoing Securities Exchange Commission (SEC) investigations. We are committed to compliance and ethical business practices; our performance and obligations in all agreements remain unimpaired and compelling.

SALES GROWTH

The UMW Bookstore will be one of the first collegiate retail destinations in the country to combine Google Analytics with Amazon Web Services (AWS) Quicksight Artificial Intelligence (QAI) tools, allowing for better decisions related to customer behavior, preference, and inventory selection. These powerful tools will enable Textbook Brokers to understand UMW students better and drive sales growth. These tools have been integral to increasing Textbook Brokers' e-commerce sales by 130% year-over-year.

CREDIT RATING

Textbook Brokers is a privately held company that operates without the need for external

debt financing. As such, we have not sought nor obtained a credit rating from any of the major credit rating agencies. Our financial stability is maintained through prudent management and strategic operations, which allow us to function efficiently without the reliance on borrowed funds. Our autonomy and flexibility allow us to respond effectively to the needs of the markets and communities we serve without the constraints typically imposed by debt covenants or credit conditions.

ANNUAL AUDITED FINANCIAL STATEMENTS

Textbook Brokers, as a privately owned entity, does not produce annual audited financial statements. Instead, our financial oversight and reporting are managed by KraftCPAs, one of the region's most reputable and independent certified public accounting firms. KraftCPAs handles our audit, tax, accounting, and consulting needs, ensuring that our financial practices meet industry standards and are transparent. Should there be any need to verify details regarding our financial condition or to address specific financial queries, UMW is encouraged to contact KraftCPAs. This arrangement supports our commitment to financial integrity and accountability.

FINANCIAL CAPACITY

Textbook Brokers is a privately owned, debt-free company that operates unburdened from banks and Wall Street. Our financial independence allows us to remain agile and adaptable even during challenging times like a pandemic or economic downturn. We are committed to implementing innovative market strategies, retaining our valuable staff, and upholding exceptional service levels. By reinvesting our profits into the company, we continuously introduce state-of-the-art technology, rapidly expand our operations, and, most importantly, enhance student outcomes by introducing new student services every year.

ACCOUNTING FIRM

Textbook Brokers employs KraftCPAs, one of the largest, independent, regional certified public accounting firms for audit, tax, accounting, and consulting services. Please feel free to contact KraftCPAs to answer any questions regarding our financial condition.

Jerry A. Moss
Member-in-Charge, Tax Services
KraftCPAs PLLC
Tel: (615) 782.4279
Email: jmoss@KraftCPAs.com

Jason Anderson
Manager, Tax Services
KraftCPAs PLLC
Tel: (615) 346-2472
Email: janderson@kraftcpas.com

Is your company or firm engaged or planning to engage in any merger, acquisition, or business reorganization that might have an impact on your relationship with the University?

Textbook Brokers is not currently engaged in, nor does it have any plans to engage in, any merger, acquisition, or business reorganization that might impact our relationship with UMW University. Our commitment to long-term stability, operational continuity, and service excellence remains unwavering, ensuring a consistent and reliable partnership with the University.

Appendices

APPENDIX A

Resumes

M R

Alex R Sherrod

RESUME OBJECTIVE

An MBA graduate with a deep knowledge of business administration, 2+ years of research experience, and highly developed soft skills looking to leverage possessed knowledge and talents into a growth opportunity at Textbook Brokers.

EXPERIENCE

Regional Marketing Director

Textbook Brokers / December 2020 – Present

- Plans and executes regional marketing initiatives at assigned campus bookstores: Abraham Baldwin Agricultural College, Aiken Technical College, Atlanta Metropolitan State College, Augusta University, Cumberland University, Dalton State College, Georgia Highlands College, Georgia Northwestern Technical College, Macomb Community College, & Tri County Community College
- Generates digital and physical marketing collateral to increase sales
- Develops content and maintains social media platforms
- Constructs promotional campaigns to increase customer traffic in-store and online
- Authors and designs proposal response documents to institutional campus bookstore Request For Proposals

Graduate Assistant

Middle Tennessee State University / January 2019 - 2020

- Conducted comprehensive research and composed several sections of a publishable research paper
- Assisted multiple instructors with grading coursework and proctoring exams
- Edited and provided detailed feedback on four publishable research papers
- Designed visuals and managed social media accounts for MTSU's Management department

Assistant Operations Manager

Cumberland University Bookstore / August 2018 – 2020

- Trained and supervised several sales associates
- Facilitated front-end sales in a high intensity, high volume retail atmosphere
- Maintained and evaluated an inventory of over 10,000 physical books

CONTACT

Email:
asherrod@textbookbrokers.com

Phone: 615-631-9416

Address: 329 Ruby Cate Way, Murfreesboro, TN 37130

EDUCATION

Master of Business Administration
Middle Tennessee State University
GPA: 3.91/4.0
2019 - 2020

Bachelor of Business Administration
Middle Tennessee State University
GPA: 3.76/4.0
2014 - 2018

SKILLS

Dale Carnegie Certified

Google Analytics Certified

Microsoft Excel

Tableau

Social Media Marketing

Comprehensive Research

Brandon M. Bell
109 Crabapple Ct. SE., Calhoun GA 30701
(706) 263 - 8305
BBell@textbookbrokers.com

Education

Associate of Arts with Concentration in Business Administration Management
August 2018 – December 2020
Dalton State College, Dalton, GA
3.85 GPA on a 4.0 Scale

- HOPE Scholarship Recipient
- Major Courses: Leadership, Understanding Financial Statements, Human Resource Management, Business Communications
- Magna Cum Laude (2021), Pi Theta Kappa Scholastic Honor Society Member (May 2005 – Present), Civilian Life Saving Award Recipient (1996)
- Maintained 3.8 GPA while working full time to pay 50% of tuition

Work Experience

Regional Operations Manager **October 2023 -**
Textbook Brokers, Dalton, GA **Present**

- Supervisor over multiple Georgia-located stores on a regional scale including
- Georgia Northwestern Technical College, Dalton State, Atlanta Metropolitan State College, Georgia Highlands College, Augusta University, Abraham Baldwin Agricultural College
- Acting liaison between corporate support teams and operational store level employees to execute and achieve company initiatives and goals.
- Recruiter and Trainer
- Responsible for bi-weekly payroll, planning, talent development, administering HR procedures and reviews

Assistant Store Manager of Operations **January 2020 -**
TJ Maxx, Dalton, GA **October 2023**

- Receiving leader, responsible for store equipment repair and maintenance, supervising of freight team, talent development, shipping, receiving, merchandising, daily vault accounting activities, and back stock organization of inventory in 32,000 square ft. store
- Recruiter and Trainer
- Leader over weekly District Operations call covering 11 stores in the Northeast Tennessee/Georgia market
- Responsible for weekly payroll, scheduling, administering HR procedures and reviews, talent development, and onboarding
- Helped store achieve its all-time high in sales. Growing from $11.8 million to $14.5 million despite losses from Covid-19

Brian Morton

1321 Greenland Dr. | Murfreesboro, TN 37130 | (615) 838-8174
bmorton1488@gmail.com

Experience

December 2020 - Present
Procurement Team Director, Textbook Brokers - Cumberland University Bookstore, Dalton State College Bookstore, Atlanta Metropolitan State College Bookstore, Georgia Northwestern Technical College Bookstore, Abraham Baldwin Agricultural College, Aiken Technical College, Georgia Highlands College, Augusta University, Macomb Community College, Tri County Community College

- Supervises Procurement Team
- Oversees textbook adoption process
- Communicates with faculty about textbook adoptions
- Governs course material pricing
- Coordinates with corporate support to execute high-level initiatives

May 2015 - 2020
Bookstore Manager, Textbook Brokers - Cumberland University Bookstore

- Maintained and fulfilled the expectations of the University staff and students.
- Executed sourcing plans
- Trained employees
- Addressed customer concerns/questions as they arise.
- Managed Inventory

May 2014 - April 2015
Bookstore Manager, Textbook Brokers - Fisk University

- Maintain and fulfil the expectations of the University staff and students.
- Oversee textbook adoption process
- Execute sourcing plans
- Address customer concerns/questions as they arise.

May 2013 - April 2014
Assistant Manager, Textbook Brokers - Nashville State Community College

- Gained knowledge in the trends of the industry
- Trained in inventory management and textbook sourcing
- Assisted in the textbook adoption process
- Listed inventory for selling online.

Education

Middle Tennessee State University Murfreesboro, TN Bachelor of Science in Business Administration - Marketing
May, 2013

KELSEY SWOAPE

kswoape@textbookbrokers.com | 615-512-1230

OBJECTIVE

Dynamic and detail-oriented buyer with extensive experience in merchandise procurement and inventory management. Adept at building strong vendor relationships, analyzing market trends, and optimizing inventory levels. Proven track record in enhancing customer engagement within the college bookstore environment.

EXPERIENCE

General Merchandise & Marketing Manager | Textbook Brokers, Murfreesboro, TN
May 2013 – Present

- Established and maintained strong vendor relationships; negotiated pricing, terms, and delivery schedules.
- Analyzed sales data and market trends to forecast demand and manage inventory levels.
- Conducted regular stock audits and reconciled discrepancies to ensure accuracy.
- Selected and priced merchandise, aligning with customer needs and market trends.
- Curated diverse product ranges, including apparel and event-specific merchandise for college sports.
- Organized and managed merchandise layouts for pop-up locations at various sporting events.
- Coordinated special sales events such as Band of Blue Appreciation Sale and Faculty & Staff Appreciation Sale.

EDUCATION

Bachelor's Degree in Business Administration | Middle Tennessee State University, Murfreesboro, TN
2011 – 2015

SKILLS

- Vendor Negotiation
- Inventory Management
- Purchasing and Procurement
- Sales Forecasting
- Event Planning and Coordination

Lawson Royal

2331 Ravenwood Drive
Murfreesboro, TN 37129
(615) 962-0318
lawsmar@gmail.com

EXPERIENCE

BJJ Corporation - Textbook Brokers
Course Materials Manager

- Responsible for overseeing & ordering inventory at 4 different locations
- Analyzes inventory list via excel to source products at the lowest cost
- Responsible for placing orders with publishers, wholesalers and 3rd party sellers
- Liaison between the faculty and bookstore to adopt the correct product for students

Rutherford County Sheriff's Office Murfreesboro, TN
School Resource Officer 2018 – 2021

- Responsible for overseeing the Crisis Response Team
- Utilizes powerpoint to assist in conducting security training classes to faculty and staff
- Utilizes excel that is uploaded to the google drive to document critical incidents
- Conducts classroom presentations of a law-related nature such as Drug Education, Internet Safety and other related topics
- Responsible for staffing security personnel at after school events

Patrol Deputy 2011 – 2018

- Arrested violators of law, investigate crimes and monitor traffic.
- Proficient with Tennessee Integrated Traffic Analysis Network to conduct traffic collision reports
- Utilized computer aided dispatch computer program to conduct daily incident reports
- Defused heated situations in critical incidents

EDUCATION

Bachelor of Science, Major: Criminal Justice Administration May 2011
Middle Tennessee State University Murfreesboro, TN

- GPA: 3.29 Overall, 3.52 Upper Division Courses

Federal Aviation Administration 2020
Unmanned Aerial Vehicle Certification Murfreesboro, TN

Tennessee Law Enforcement Training Academy 2014
Peace Officer Standards and Training (POST) Certification Nashville, TN

NOTABLES

- July 2016 Employee of the Month
- February 2017 Employee of the Month
- Life Saving Award Recipient – awarded for being directly responsible for saving a life.
- x2 Letters of Commendation for Excellence

Nick Sherrod

1411 Alamo Ave
Murfreesboro, TN 37129
615-943-9433
Nsherrod@textbookbrokers.com

Branding Statement
Experienced higher education executive who is dedicated to providing superior service to our clients and customers, improving affordability, and developing future leaders.

Work Experience

Regional Sales Manager — February 2017 - Present
Textbook Brokers

- Generates creative business plans to raise store revenue
- Improves affordability and digital offerings through inclusive and equitable access
- Builds and maintains relationships with colleges, administration, and faculty
- Administers seamless transitions between vendors on college campuses
- Creates strategies and technical solutions to key issues in the industry

Regional Manager — July 2011 - Present
Textbook Brokers

- Oversees day-to-day operations, pricing, and ordering at multiple locations
- Increased store sales by $1.6 million in 2 years
- Mentors and trains new and existing store managers and personnel
- Organizes and strategizes marketing plans to retain and grow the customer base
- Establishes and maintains ongoing relationships with vendors
- Forecasts market trends to anticipate and ensure adequate inventory management
- Designs store merchandising layouts to maximize sales and efficiencies

Teams Sports Team Leader — June 2007 – November 2010
Dicks Sporting Goods

- Managed and trained a team of 10 employees
- Constructed spreadsheets to maintain and track inventory
- Maintained and formed new customer relationships on a daily basis
- Completed and passed weekly, monthly, and yearly loss prevention audits
- Strategically merchandized products to visually entice customers and maximize sales

Education

Bachelor of Science, Business Administration — **2011**
Middle Tennessee State University — Murfreesboro, TN

Jonathan K. Gandy

jgandy@textbookbrokers.com | (615) 439-0027
1405 Riverwatch Ct., Apt. 5302 | Murfreesboro TN, 37128

EDUCATION

Middle Tennessee State University **Aug. 2016 – May 2018**
Master of Business Administration
Middle Tennessee State University **Aug. 2011 – Dec. 2015**
Bachelor of Business Administration, Management

PROFESSIONAL EXPERIENCE

Textbook Brokers, Murfreesboro, TN **Dec. 2016 – Present**
Operations Manager
- Manage and schedule a workforce of 40+ employees between two stores
- Conduct the hiring, onboarding, orientation, and continuous training of all new hires and veteran employees
- Build relationships with instructors regarding course materials
- Ensure all employees have an unmatched level of customer service
- Oversee all projects to make sure they are completed in an efficient and effective manner
- Create and implement the master schedule for peak season operations

Assistant Manager
- Responsible for opening and closing both stores as needed
- Train new hires on how to operate our point-of-sale system
- Ensure all cash registers and the safe are balanced for end-of-day accounting practices

Sales Associate
- Provide exceptional customer service to all in-store and online customers
- Ensure customers have all appropriate course materials for their class schedule
- Process online orders, receive incoming shipments, organize book shelves, and ensure all stores are cleaned daily

MTSU, Office of Student Organizations and Service, Murfreesboro, TN **Aug. 2016 – Present**
Graduate Assistant
- Assist the Director of Student Organizations and Service in the formation of new student organizations
- Continue development, evaluation, and implementation of the President's Retreat, See Spot Run 5K, We-Haul volunteering, Alternative Spring Break, and select Connection Point events
- Work alongside all campus departments to create buttons for the MTSU Button Campaign

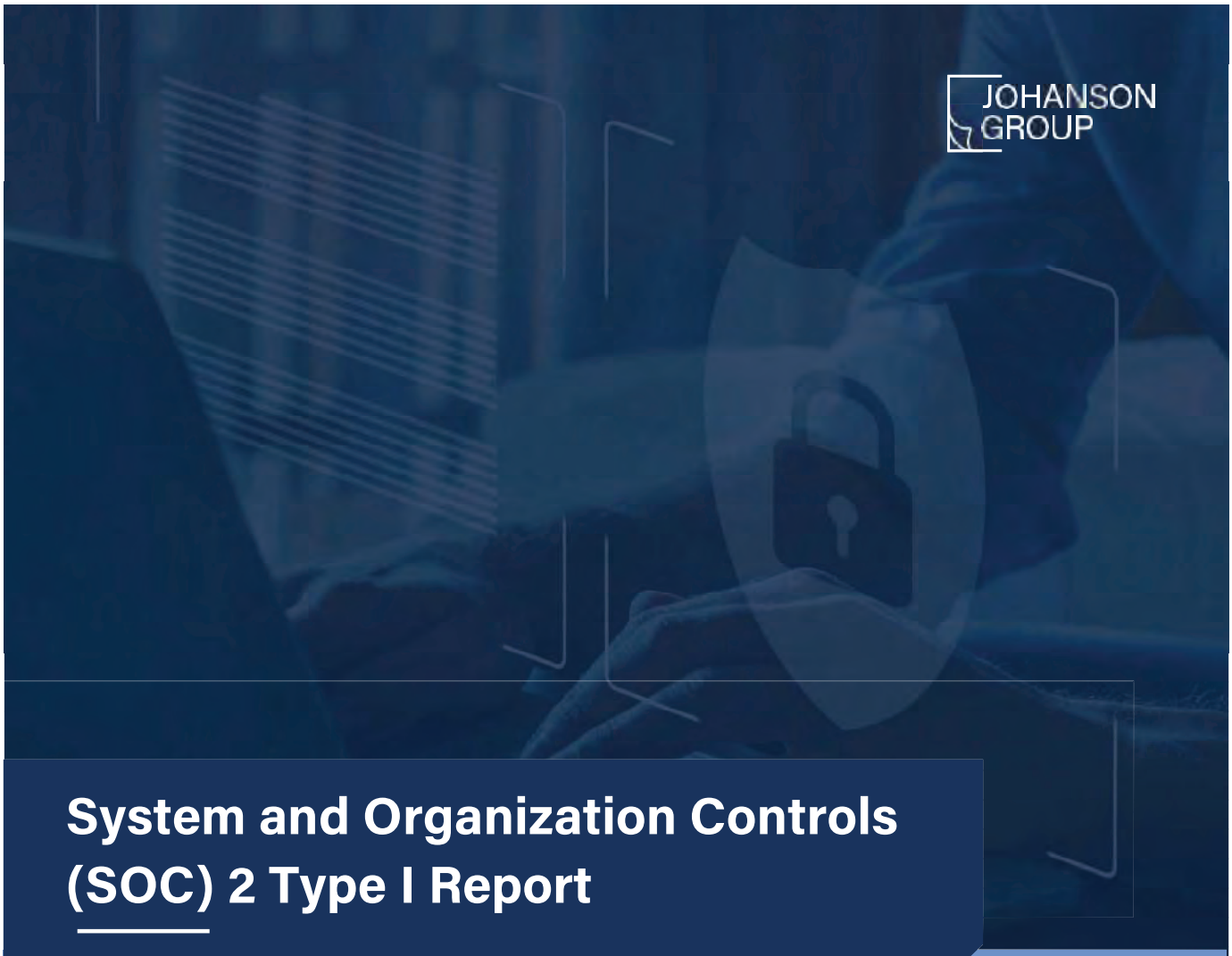
MTSU, Office of Admissions, Murfreesboro, TN **Dec. 2015 – Aug. 2016**
Campus Visit Site Leader
- Supervise and schedule a staff of 30 tour guides to accommodate all campus visitors
- Schedule private tours for local and out-of-state tour groups
- Maintain records of all campus visitors
- Assist with interviewing and hiring of new campus tour guides

MTSU, Office of New Student and Family Programs, Murfreesboro, TN **Jan. 2014 – Dec. 2015**
Student Coordinator
- Assist with interviewing, hiring, and training of new Student Orientation Assistants (SOAs)
- Assist in scheduling and preparation of each orientation session
- Serve as a point of contact in emergency situations

Student Orientation Assistant
- Introduce incoming freshmen students to MTSU through the CUSTOMS freshman orientation program
- Educate students about academic policies, procedures, requirements, and programs
- Conduct informational sessions, flip chart presentations, and campus tours

APPENDIX B

Service Organization Control 2 (SOC2) Report



JOHANSON GROUP

System and Organization Controls (SOC) 2 Type I Report

And the Suitability of Design of Controls Relevant to the Trust Services Criteria for Security Category

As of April 17, 2024

Together with Independent Service Auditor's Report

Report on Management's Description of

TEXTBOOK TECHNOLOGY

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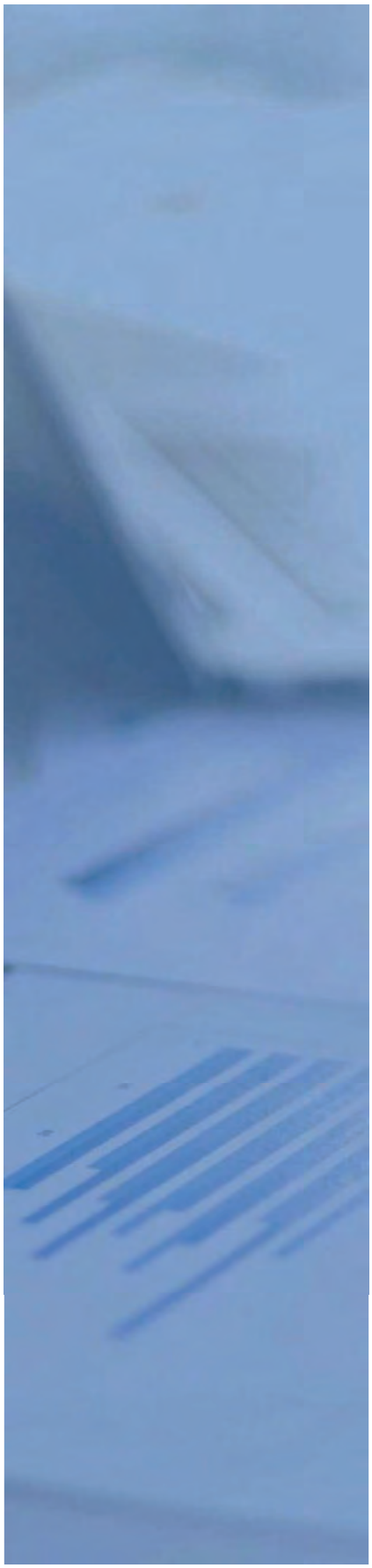
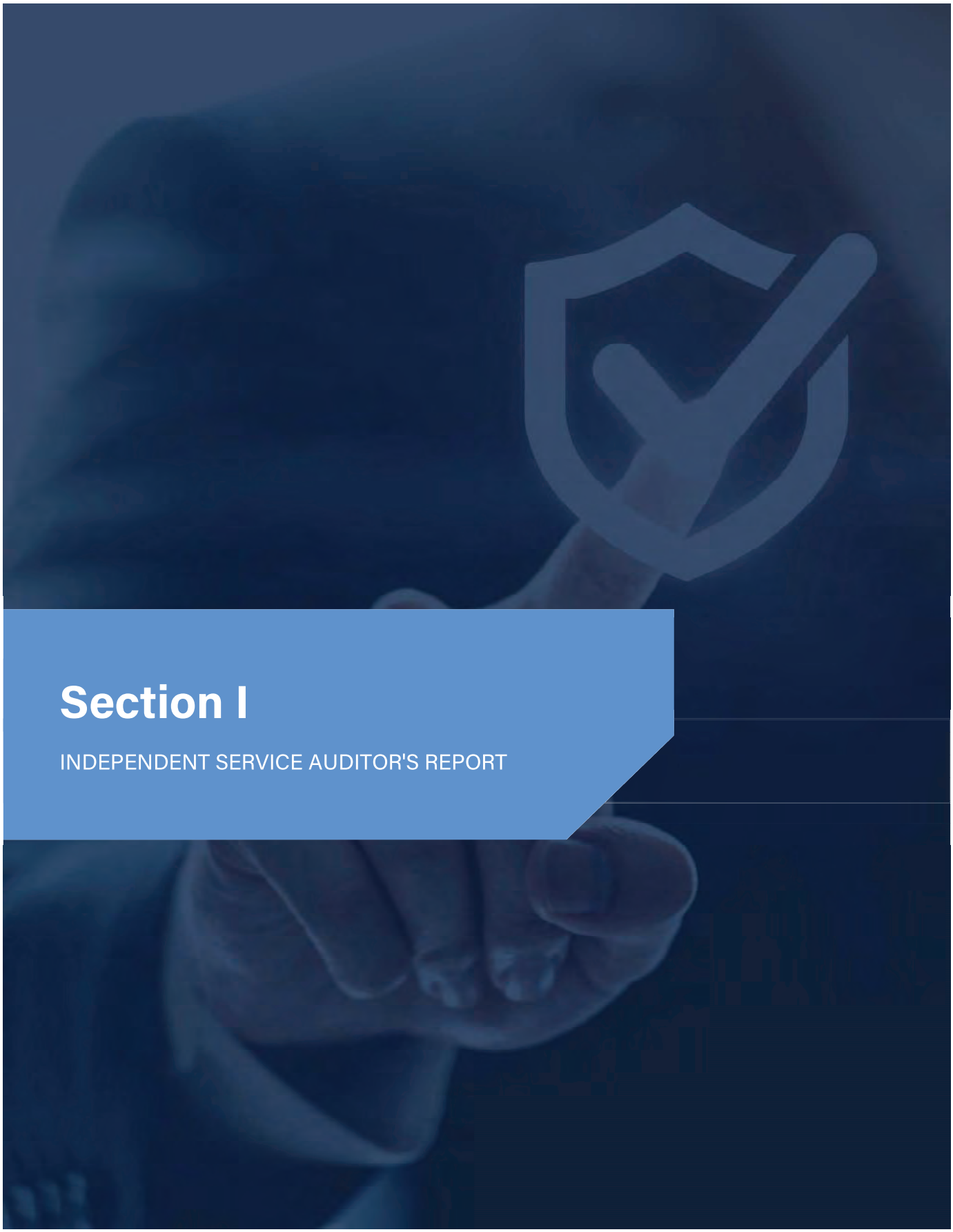




Section I

INDEPENDENT SERVICE AUDITOR'S REPORT

Textbook Technology, Inc.

Scope

We have examined Textbook Technology, Inc.'s accompanying description of its Textbook Technology Point-of-Sale System (system) titled "Description of Textbook Technology Point-of-Sale System" as of April 17, 2024 (description) based on the criteria for a description of a service organization's system in DC section 200, *2018 Description Criteria for a Description of a Service Organization's System in a SOC 2® Report (AICPA, Description Criteria)*, (description criteria) and the suitability of the design of controls stated in the description as of April 17, 2024, to provide reasonable assurance that Textbook Technology, Inc.'s service commitments and system requirements were achieved based on the trust services criteria relevant to security (applicable trust services criteria) set forth in TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (AICPA, Trust Services Criteria)*.

Service Organization's Responsibilities

Textbook Technology, Inc. is responsible for its service commitments and system requirements and for designing, implementing, and operating effective controls within the system to provide reasonable assurance that Textbook Technology, Inc.'s service commitments and system requirements were achieved. Textbook Technology, Inc. has provided the accompanying assertion titled "Assertion of Textbook Technology, Inc.'s Management" (assertion) about the description and the suitability of the design of controls stated therein. Textbook Technology, Inc. is also responsible for preparing the description and assertion, including the completeness, accuracy, and method of presentation of the description and assertion; providing the services covered by the description; selecting the applicable trust services criteria and stating the related controls in the description; and identifying the risks that threaten the achievement of the service organization's service commitments and system requirements.

Service Auditor's Responsibilities

Our responsibility is to express an opinion on the description and the suitability of the design of controls stated in the description based on our examination. Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether, in all material respects, the description is presented in accordance with the description criteria and whether the controls stated therein were suitably designed to provide reasonable assurance that the service organization's service commitments and system requirements were achieved based on the applicable trust services criteria. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of the description of a service organization's system and the suitability of the design of controls involves the following:

- Obtaining an understanding of the system and the service organization's service commitments and system requirements.
- Assessing the risks that the description is not presented in accordance with the description criteria and that controls were not suitably designed.
- Performing procedures to obtain evidence about whether the description is presented in accordance with the description criteria.
- Performing procedures to obtain evidence about whether controls stated in the description were suitably designed to provide reasonable assurance that the service organization achieved its service commitments and system requirements based on the applicable trust services criteria.
- Evaluating the overall presentation of the description.

Our examination also included performing such other procedures as we considered necessary in the circumstances.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Inherent Limitations

The description is prepared to meet the common needs of a broad range of report users and may not, therefore, include every aspect of the system that individual report users may consider important to meet their informational needs.

There are inherent limitations in any system of internal control, including the possibility of human error and the circumvention of controls. The projection to the future of any conclusions about the suitability of the design of controls is subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with the policies or procedures may deteriorate.

Other Matter

We did not perform any procedures regarding the operating effectiveness of controls stated in the description and, accordingly, do not express an opinion thereon.

Opinion

In our opinion, in all material respects,

a. The description presents Textbook Technology, Inc.'s Textbook Technology Point-of-Sale System (system) that was designed and implemented as of April 17, 2024, in accordance with the description criteria.
b. The controls stated in the description were suitably designed as of April 17, 2024, to provide reasonable assurance that Textbook Technology, Inc.'s service commitments and system requirements would be achieved based on the applicable trust services criteria if its controls operated effectively as of that date.

Restricted Use

This report is intended solely for the information and use of Textbook Technology, Inc., user entities of Textbook Technology, Inc.'s Textbook Technology Point-of-Sale System (system) as of April 17, 2024, business partners of Textbook Technology, Inc. subject to risks arising from interactions with the Textbook Technology Point-of-Sale System (system), practitioners providing services to such user entities and business partners, prospective user entities and business partners, and regulators who have sufficient knowledge and understanding of the following:

- The nature of the service provided by the service organization.
- How the service organization's system interacts with user entities, business partners, subservice organizations, and other parties.
- Internal control and its limitations.
- User entity responsibilities and how they may affect the user entity's ability to effectively use the service organization's services.

- The applicable trust services criteria.
- The risks that may threaten the achievement of the service organization's service commitments and system requirements and how controls address those risks.

This report is not intended to be, and should not be, used by anyone other than these specified parties.

JohansonGroup LLP
Colorado Springs, Colorado
May 14, 2024

Section II

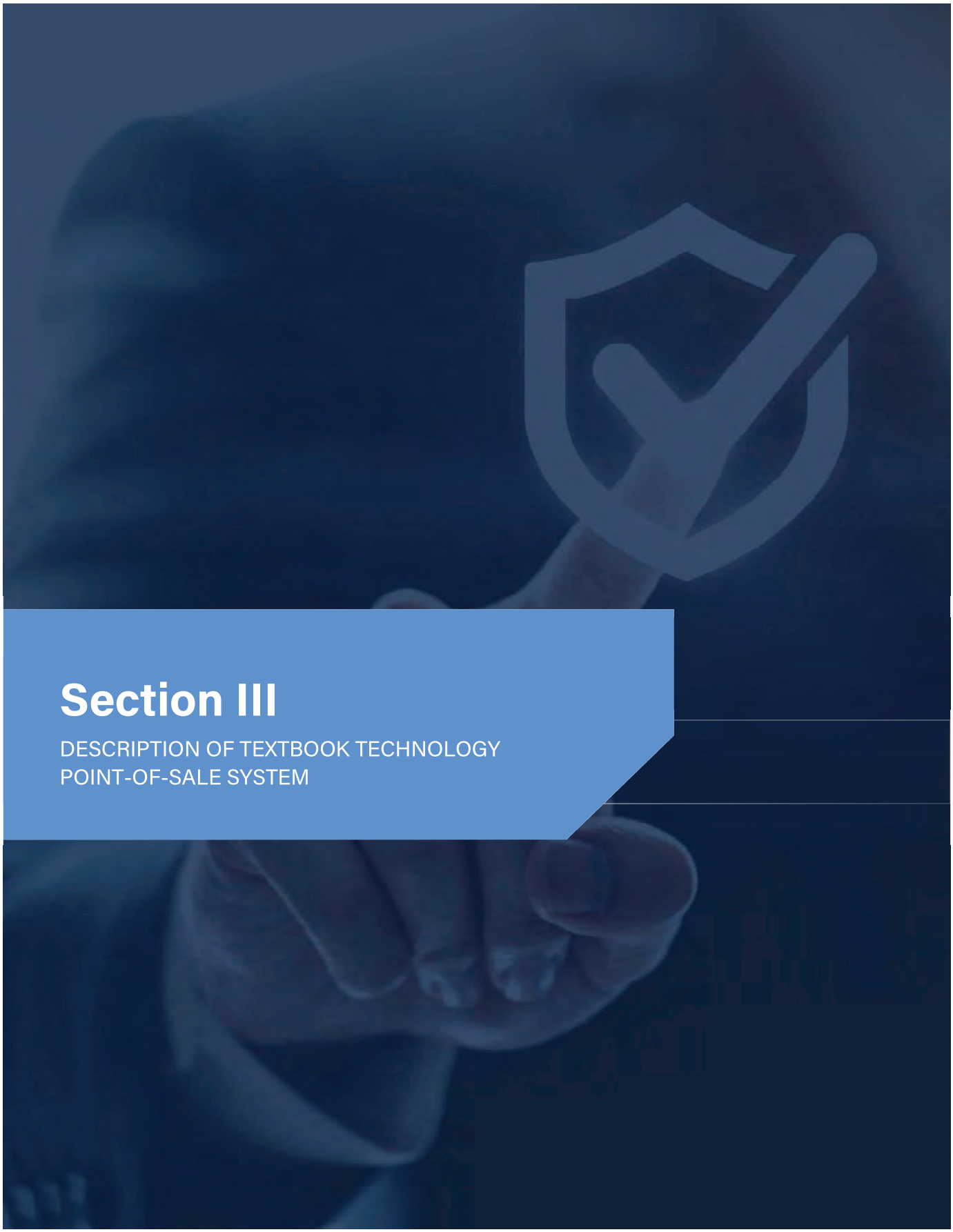
ASSERTION OF TEXTBOOK TECHNOLOGY, INC. MANAGEMENT

We have prepared the accompanying description of Textbook Technology, Inc.'s Textbook Technology Point-of-Sale System (system) titled "Description of Textbook Technology Point-of-Sale System as of April 17, 2024" (description) based on the criteria for a description of a service organization's system in DC section 200, *2018 Description Criteria for a Description of a Service Organization's System in a SOC 2® Report (AICPA, Description Criteria)*, (description criteria). The description is intended to provide report users with information about the Textbook Technology Point-of-Sale System (system) that may be useful when assessing the risks arising from interactions with Textbook Technology, Inc.'s system, particularly information about system controls that Textbook Technology, Inc. has designed, implemented, and operated to provide reasonable assurance that its service commitments and system requirements were achieved based on the trust services criteria relevant to security (applicable trust services criteria) set forth in TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (AICPA, Trust Services Criteria)*.

We confirm, to the best of our knowledge and belief, that:

a. The description presents Textbook Technology, Inc.'s Textbook Technology Point-of-Sale System (system) that was designed and implemented as of April 17, 2024, in accordance with the description criteria.
b. The controls stated in the description were suitably designed as of April 17, 2024, to provide reasonable assurance that Textbook Technology, Inc.'s service commitments and system requirements would be achieved based on the applicable trust services criteria if its controls operated effectively as of that date.

Textbook Technology, Inc. Management
May 14, 2024



Section III

DESCRIPTION OF TEXTBOOK TECHNOLOGY
POINT-OF-SALE SYSTEM

COMPANY BACKGROUND

Textbook Technology is a company headquartered in Murfreesboro, TN. In 2007, TT's founders created Textbook Technology to support the growth of their bookstores and serve enterprising collegiate retailers across the country.

Textbook Technology's services are now used at over 60 campuses across the country.

DESCRIPTION OF SERVICES OVERVIEW OR SERVICES PROVIDED

The Textbook Technology Point-of-Sale System provides customers with a singular, cloud-based platform with a suite of modules and tools needed to thrive in the ever-changing collegiate retail environment. Modules include the central Point-of-Sales with inventory control, inventory management, a full register system, and a full suite of reporting options; and a full e-commerce system allowing the marketing and sales of books and merchandise online, along with a streamlined e-commerce order processing app.

The Textbook Technology Point-of-Sale System focuses on the following activities: sales (register system), credit card processing, inventory management, and e-commerce processing. In addition, Textbook Technology works closely with customers and selected auditing partners to help streamline the compliance attestation process.

PRINCIPAL SERVICE COMMITMENTS AND SYSTEM REQUIREMENTS

Textbook Technology, Inc. designs its processes and procedures related to the system to meet its objectives. Those objectives are based on the service commitments that Textbook Technology, Inc. makes to user entities, the laws, and regulations that govern the provision of the services, and the financial, operational, and compliance requirements that Textbook Technology, Inc. has established for the services. The system services are subject to the Security, Confidentiality, Availability, Processing integrity, and Privacy commitments established internally for its services.

Textbook Technology's commitments to users are communicated through Service Level Agreements on par with our AWS partnership, our online Privacy Policy, and the other policies that can be shared as needed.

Security Commitments

Security commitments include, but are not limited to, the following:

- System features and configuration settings designed to authorize user access while restricting unauthorized users from accessing information not needed for their role
- Use of intrusion detection systems to prevent and identify potential security attacks from users outside the boundaries of the system
- Regular vulnerability scans over the system and network, and penetration tests over the production environment
- Operational procedures for managing security incidents and breaches, including notification procedures
- Use of encryption technologies to protect customer data both at rest and in transit
- Use of data retention and data disposal
- Uptime availability of production systems

COMPONENTS OF THE SYSTEM

The System description is comprised of the following components:

- Software - The application programs and IT system software that supports application programs (operating systems, middleware, and utilities), the types of databases used, the nature of external facing web applications, and the nature of applications developed in-house, including details about whether the applications in use are mobile applications or desktop or laptop applications.
- People - The personnel involved in the governance, operation, security, and use of a system (business unit personnel, developers, operators, user entity personnel, vendor personnel, and managers).
- Data – The types of data used by the system, such as transaction streams, files, databases, tables, and output used or processed by the system.
- Procedures – The automated and manual procedures related to the services provided, including, as appropriate, procedures by which service activities are initiated, authorized, performed, and delivered, and reports and other information prepared.

Infrastructure

Textbook Technology, Inc. maintains a system inventory that includes virtual machines, computers (desktops and laptops), and networking devices (switches and routers). The inventory documents the device name, inventory type, description, and owner. To outline the topology of its network, the organization maintains the following network diagram(s).

Hardware	Type	Purpose (optional)
AWS Elastic Compute Cloud (EC2)	AWS	
AWS Elastic Load Balancers	AWS	Load balance internal and external traffic
Virtual Private Cloud	AWS	Protects the network perimeter and restricts inbound and outbound access
S3 Buckets	AWS	Storage, upload, and download

Software

Textbook Technology, Inc. is responsible for managing the development and operation of the Textbook Technology Point-of-Sale System system including infrastructure components such as servers, databases, and storage systems. The in-scope Textbook Technology, Inc. infrastructure and software components are shown in the table provided below:

System/Application	Operating System	Purpose
GuardDuty	AWS	Security application used for automated intrusion detection (IDS)
Datadog	Datadog	Monitoring application used to provide monitoring, alter, and notification services for Textbook Technology, Inc. platform

People

The company employs dedicated team members to handle major product functions, including operations, and support. The IT/Engineering Team monitors the environment, as well as manages data backups and recovery. The Company focuses on hiring the right people for the right job as well as training them both on their specific tasks and on the ways to keep the company and its data secure.

Textbook Technology, Inc. has a staff of approximately 6 organized in the following functional areas:

Management: Individuals who are responsible for enabling other employees to perform their jobs effectively and for maintaining security and compliance across the environment.

This includes:

- CEO – Robert Batcheller
- Director of IT – Ed Louton

Operations: Responsible for maintaining the availability of production infrastructure, and managing access and security for production infrastructure. Only members of the Operations team have access to the production environment. Members of the Operations team may also be members of the Engineering team.

Information Technology: Responsible for managing laptops, software, and other technology involved in employee productivity and business operations.

Product Development: Responsible for the development, testing, deployment, and maintenance of the source code for the system. Responsible for the product life cycle, including adding additional product functionality.

Data

Data as defined by Textbook Technology, Inc., constitutes the following:

User and account data - this includes Personally Identifiable Information (PII) and other data from employees, customers, users (customers' employees), and other third parties such as suppliers, vendors, business partners, and contractors. This collection is permitted under the Terms of Service and Privacy Policy (as well as other separate agreements with vendors, partners, suppliers, and other relevant third parties). Access to PII is controlled through processes for provisioning system permissions, as well as ongoing monitoring activities, to ensure that sensitive data is restricted to employees based on job function.

Data is categorized in the following major types of data used by Textbook Technology, Inc

Category	Description	Examples
Public	Public information is not confidential and can be made public without any implications for Textbook Technology, Inc.	• Press releases • Public website
Internal	Access to internal information is approved by management and is protected from external access.	• Internal memos • Design documents • Product specifications • Correspondences

Customer data	Information received from customers for processing or storage by Textbook Technology, Inc. Textbook Technology, Inc. must uphold the highest possible levels of integrity, confidentiality, and restricted availability for this information.	• Customer operating data • Customer PII • Customers' customers' PII • Anything subject to a confidentiality agreement with a customer
Company data	Information collected and used by Textbook Technology, Inc. to operate the business. Textbook Technology, Inc. must uphold the highest possible levels of integrity, confidentiality, and restricted availability for this information.	• Legal documents • Contractual agreements • Employee PII • Employee salaries

Customer data is managed, processed, and stored in accordance with the relevant data protection and other regulations, with specific requirements formally established in customer agreements, if any. Customer data is captured which is utilized by the company in delivering its services.

All employees and contractors of the company are obligated to respect and, in all cases, protect customer data. Additionally, Textbook Technology, Inc. has policies and procedures in place for proper and secure handling of customer data. These policies and procedures are reviewed on at least an annual basis.

PROCESSES AND PROCEDURES

Management has developed and communicated policies and procedures to manage the information security of the system. Changes to these procedures are performed annually and authorized by management, the executive team, and control owners. These procedures cover the following key security life cycle areas:

- Physical Security
- Logical Access
- Availability
- Change Control
- Data Communications
- Risk Assessment
- Data Retention
- Vendor Management

Physical Security

Textbook Technology, Inc.'s production servers are maintained by AWS. The physical and environmental security protections are the responsibility of AWS. Textbook Technology, Inc. reviews the attestation reports and performs a risk analysis of AWS on at least an annual basis.

Logical Access

Textbook Technology, Inc. provides employees and contracts access to infrastructure via a role-based access control system, to ensure uniform, least privileged access to identified users and to maintain simple and reportable user provisioning and de-provisioning processes.

Access to these systems is split into admin roles, user roles, no access roles, Manager, and Employee. User access and roles are reviewed on an annual basis to ensure the least privileged access.

TT Helpdesk with approvals from appropriate stakeholders is responsible for provisioning access to the system based on the employee's role and performing a background check. The employee is responsible for reviewing Textbook Technology, Inc.'s policies, and completing security training. These steps must be completed within 14 days of hire.

When an employee is terminated, TT Helpdesk with approvals from appropriate stakeholders is responsible for de-provisioning access to all in-scope systems within 3 days of that employee's termination.

Computer Operations - Backups

Customer data is backed up and monitored by the IT team for completion and exceptions. If there is an exception, the IT team will perform troubleshooting to identify the root cause and either rerun the backup or as part of the next scheduled backup job.

Backup infrastructure is maintained in AWS with physical access restricted according to the policies. Backups are encrypted, with access restricted to key personnel.

Computer Operations - Availability

Textbook Technology, Inc. maintains an incident response plan to guide employees on reporting and responding to any information security or data privacy events or incidents. Procedures are in place for identifying, reporting, and acting upon breaches or other incidents.

Textbook Technology, Inc. internally monitors all applications, including the web UI, databases, and cloud storage to ensure that service delivery matches SLA requirements.

Textbook Technology, Inc. utilizes vulnerability scanning software that checks source code for common security issues as well as for vulnerabilities identified in open-source dependencies and maintains an internal SLA for responding to those issues.

Change Management

Textbook Technology, Inc. maintains documented Systems Development Life Cycle (SDLC) policies and procedures to guide personnel in documenting and implementing application and infrastructure changes. Change control procedures include change request and initiation processes, documentation requirements, development practices, quality assurance testing requirements, and required approval procedures.

A ticketing system is utilized to document the change control procedures for changes in the application and implementation of new changes. Quality assurance testing and User Acceptance Testing (UAT) results are documented and maintained with the associated change request. Development and testing are performed in an environment that is logically separated from the production environment. Management approves changes prior to migration to the production environment and documents those approvals within the ticketing system.

Version control software is utilized to maintain source code versions and migrate source code through the development process to the production environment. The version control software maintains a history of code changes to support rollback capabilities and tracks changes to developers.

Data Communications

Textbook Technology, Inc. has elected to use a platform-as-a-service (PaaS) to run its production infrastructure in part to avoid the complexity of network monitoring, configuration, and operations. The PaaS simplifies our logical network configuration by providing an effective firewall around all the Textbook Technology, Inc. application containers, with the only ingress from the network via HTTPS connections to designated web frontend endpoints.

The PaaS provider also automates the provisioning and de-provisioning of containers to match the desired configuration; if an application container fails, it will be automatically replaced, regardless of whether that failure is in the application or on the underlying hardware.

Textbook Technology does our port scanning quarterly. We also ensure that all security updates from AWS, Ubuntu, Rails, etc. are implemented generally within 24 hours of them being released. For PCI compliance, we also have monthly scans for ports and vulnerabilities done by Clover.

BOUNDARIES OF THE SYSTEM

The boundaries of the Textbook Technology Point-of-Sale System are the specific aspects of the Company's infrastructure, software, people, procedures, and data necessary to provide its services and that directly support the services provided to customers. Any infrastructure, software, people, procedures, and data that indirectly support the services provided to customers are not included within the boundaries of the Textbook Technology Point-of-Sale System.

This report does not include the Cloud Hosting Services provided by AWS at multiple facilities.

CONTROL ENVIRONMENT

Integrity and Ethical Values

The effectiveness of controls cannot rise above the integrity and ethical values of the people who create, administer, and monitor them. Integrity and ethical values are essential elements of Textbook Technology, Inc.'s control environment, affecting the design, administration, and monitoring of other components. Integrity and ethical behavior are the product of Textbook Technology, Inc.'s ethical and behavioral standards, how they are communicated, and how they are reinforced in practice. They include management's actions to remove or reduce incentives and temptations that might prompt personnel to engage in dishonest, illegal, or unethical acts. They also include the communication of entity values and behavioral standards to personnel through policy statements and codes of conduct, as well as by example.

Specific control activities that the service organization has implemented in this area are described below:

- Formally, documented organizational policy statements and codes of conduct communicate entity values and behavioral standards to personnel.
- Policies and procedures require employees to sign an acknowledgment form indicating they have been given access to the employee manual and understand their responsibility for adhering to the policies and procedures contained within the manual.
- A confidentiality statement agreeing not to disclose proprietary or confidential information, including client information, to unauthorized parties is a component of the employee handbook.
- Background checks are performed for employees as a component of the hiring process.

Commitment to Competence

Textbook Technology, Inc.'s management defines competence as the knowledge and skills necessary to accomplish tasks that define employees' roles and responsibilities. Management's commitment to competence includes management's consideration of the competence levels for jobs and how those levels translate into the requisite skills and knowledge.

Specific control activities that the service organization has implemented in this area are described below:

- Management has considered the competence levels for particular jobs and translated required skills and knowledge levels into written position requirements.
- Training is provided to maintain the skill level of personnel in certain positions.

Management's Philosophy and Operating Style

The Textbook Technology, Inc. management team must balance two competing interests: continuing to grow and develop in a cutting-edge, rapidly changing technology space while remaining excellent and conservative stewards of the highly sensitive data and workflows our customers entrust to us.

The management team meets frequently to be briefed on technology changes that impact the way Textbook Technology, Inc. can help customers build data workflows, as well as new security technologies that can help protect those workflows, and finally, any regulatory changes that may require Textbook Technology, Inc to alter its software to maintain legal compliance. Major planned changes to the business are also reviewed by the management team to ensure they can be conducted in a way that is compatible with our core product offerings and duties to new and existing customers.

Specific control activities that the service organization has implemented in this area are described below:

- Management is periodically briefed on regulatory and industry changes affecting the services provided.
- Executive management meetings are held to discuss major initiatives and issues that affect the business.

Organizational Structure and Assignment of Authority and Responsibility

Textbook Technology, Inc.'s organizational structure provides the framework within which its activities for achieving entity-wide objectives are planned, executed, controlled, and monitored. Management believes establishing a relevant organizational structure includes considering key areas of authority and responsibility. An organizational structure has been developed to suit its needs. This organizational structure is based, in part, on its size and the nature of its activities.

Textbook Technology, Inc.'s assignment of authority and responsibility activities includes factors such as how authority and responsibility for operating activities are assigned and how reporting relationships and authorization hierarchies are established. It also includes policies relating to appropriate business practices, knowledge, and experience of key personnel, and resources provided for carrying out duties. In addition, it includes policies and communications directed at ensuring personnel understand the entity's objectives, know how their individual actions interrelate and contribute to those objectives, and recognize how and for what they will be held accountable.

Specific control activities that the service organization has implemented in this area are described below:

- Organizational charts are in place to communicate key areas of authority and responsibility.
- Organizational charts are communicated to employees and updated as needed.

Human Resource Policies and Practices

Textbook Technology, Inc.'s success is founded on sound business ethics, reinforced with a high level of efficiency, integrity, and ethical standards. The result of this success is evidenced by its proven track record for hiring and retaining top-quality personnel who ensure the service organization is operating at maximum efficiency. Textbook Technology, Inc.'s human resources policies and practices relating to employee hiring, orientation, training, evaluation, counseling, promotion, compensation, and disciplinary activities.

Specific control activities that the service organization has implemented in this area are described below:

- New employees are required to sign acknowledgment forms for the employee handbook and a confidentiality agreement following new hire orientation on their first day of employment.
- Evaluations for each employee are performed on an annual basis.
- Employee termination procedures are in place to guide the termination process and are documented in a termination checklist.

RISK ASSESSMENT PROCESS

Textbook Technology, Inc.'s risk assessment process identifies and manages risks that could potentially affect Textbook Technology, Inc.'s ability to provide reliable and secure services to our customers. As part of this process, Textbook Technology, Inc. maintains a risk register to track all systems and procedures that could present risks to meeting the company's objectives. Risks are evaluated by likelihood and impact, and management creates tasks to address risks that score highly on both dimensions. The risk register is reevaluated annually, and tasks are incorporated into the regular Textbook Technology, Inc. product development process so they can be dealt with predictably and iteratively.

Integration with Risk Assessment

The environment in which the system operates; the commitments, agreements, and responsibilities of Textbook Technology, Inc.'s system; as well as the nature of the components of the system result in risks that the criteria will not be met. Textbook Technology, Inc. addresses these risks through the implementation of suitably designed controls to provide reasonable assurance that the criteria are met. Because each system and the environment in which it operates are unique, the combination of risks to meet the criteria and the controls necessary to address the risks will be unique. As part of the design and operation of the system, Textbook Technology, Inc.'s management identifies the specific risks that the criteria will not be met and the controls necessary to address those risks.

INFORMATION AND COMMUNICATION SYSTEMS

Information and communication are an integral component of Textbook Technology, Inc.'s internal control system. It is the process of identifying, capturing, and exchanging information in the form and time frame necessary to conduct, manage, and control the entity's operations.

Textbook Technology, Inc. uses several information and communication channels internally to share information with management, employees, contractors, and customers. Textbook Technology, Inc. uses chat systems and email as the primary internal and external communication channels.

Structured data is communicated internally via SaaS applications and project management tools. Finally, Textbook Technology, Inc. uses in-person and video "all hands" meetings to communicate company priorities and goals from management to all employees.

MONITORING CONTROLS

Management monitors controls to ensure that they are operating as intended and that controls are modified as conditions change. Textbook Technology, Inc.'s management performs monitoring activities to continuously assess the quality of internal control over time. Necessary corrective actions are taken as required to correct deviations from company policies and procedures. Employee activity and adherence to company policies and procedures are also monitored. This process is accomplished through ongoing monitoring activities, separate evaluations, or a combination of the two.

On-Going Monitoring

Textbook Technology, Inc.'s management conducts quality assurance monitoring on a regular basis and additional training is provided based upon results of monitoring procedures. Monitoring activities are used to initiate corrective action through department meetings, internal conference calls, and informal notifications.

Management's close involvement in Textbook Technology, Inc.'s operations helps to identify significant variances from expectations regarding internal controls. Upper management evaluates the facts and circumstances related to any suspected control breakdown. A decision for addressing any control's weakness is made based on whether the incident was isolated or requires a change in the company's procedures or personnel. The goal of this process is to ensure legal compliance and to maximize the performance of Textbook Technology, Inc.'s personnel.

Reporting Deficiencies

Our internal risk management tracking tool is utilized to document and track the results of ongoing monitoring procedures. Escalation procedures are maintained for responding and notifying management of any identified risks, and instructions for escalation are supplied to employees in company policy documents. Risks receiving a high rating are responded to immediately. Corrective actions, if necessary, are documented and tracked within the internal tracking tool. Annual risk meetings are held for management to review reported deficiencies and corrective actions.

CHANGES TO THE SYSTEM

No significant changes have occurred to the services provided to user entities in the last 3 months preceding the end of the review date.

INCIDENTS

No significant incidents have occurred to the services provided to user entities in the last 3 months preceding the end of the review date.

CRITERIA NOT APPLICABLE TO THE SYSTEM

All Common Criteria/Security criteria were applicable to Textbook Technology, Inc.'s Textbook Technology Point-of-Sale System.

SUBSERVICE ORGANIZATIONS

This report does not include the Cloud Hosting Services provided by AWS at multiple facilities.

Subservice Description of Services

The Cloud Hosting Services provided by AWS support the physical infrastructure of the entities services.

Complementary Subservice Organization Controls

Textbook Technology, Inc.'s services are designed with the assumption that certain controls will be implemented by subservice organizations. Such controls are called complementary subservice organization controls. It is not feasible for all of the trust services criteria related to Textbook Technology, Inc.'s services to be solely achieved by Textbook Technology, Inc. control procedures. Accordingly, subservice organizations, in conjunction with the services, should establish their own internal controls or procedures to complement those of Textbook Technology, Inc.

The following subservice organization controls have been implemented by AWS and included in this report to provide additional assurance that the trust services criteria are met.

Subservice Organization - AWS		
Category	**Criteria**	**Control**
Security	CC 6.4	Physical access to data centers is approved by an authorized individual.
		Physical access is revoked within 24 hours of the employee or vendor record being deactivated.
		Physical access to data centers is reviewed on a quarterly basis by appropriate personnel.
		Closed-circuit television cameras (CCTV) are used to monitor server locations in data centers. Images are retained for 90 days unless limited by legal or contractual obligations.
		Access to server locations is managed by electronic access control devices.

Textbook Technology, Inc. management, along with the subservice provider, defines the scope and responsibility of the controls necessary to meet all the relevant trust services criteria through written contracts, such as service level agreements. In addition, Textbook Technology, Inc. performs monitoring of the subservice organization controls, including the following procedures:

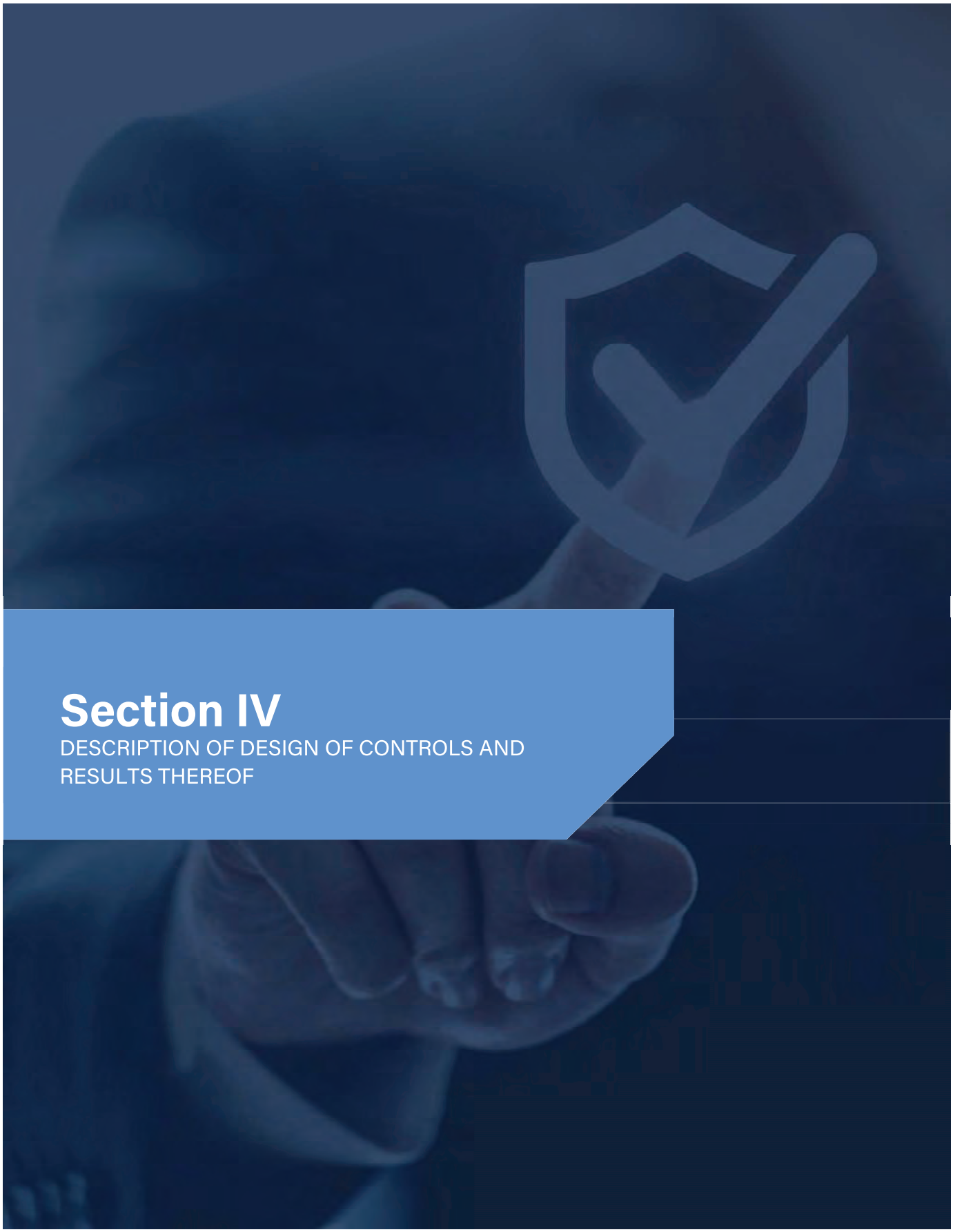
- Reviewing and reconciling output reports
- Holding periodic discussions with vendors and subservice organization(s)
- Making regular site visits to vendor and subservice organization(s') facilities
- Testing controls performed by vendors and subservice organization(s)
- Reviewing attestation reports over services provided by vendors and subservice organization(s)
- Monitoring external communications, such as customer complaints relevant to the services by the subservice organization

COMPLEMENTARY USER ENTITY CONTROLS

Textbook Technology, Inc.'s services are designed with the assumption that certain controls will be implemented by user entities. Such controls are called complementary user entity controls. It is not feasible for all the Trust Services Criteria related to Textbook Technology, Inc.'s services to be solely achieved by Textbook Technology, Inc. control procedures. Accordingly, user entities, in conjunction with the services, should establish their own internal controls or procedures to complement those of Textbook Technology, Inc.

The following complementary user entity controls should be implemented by user entities to provide additional assurance that the Trust Services Criteria described within this report are met. As these items represent only a part of the control considerations that might be pertinent at the user entities' locations, user entities' auditors should exercise judgment in selecting and reviewing these complementary user entity controls.

1. User entities are responsible for understanding and complying with their contractual obligations to Textbook Technology, Inc.
2. User entities are responsible for notifying Textbook Technology, Inc. of changes made to technical or administrative contact information.
3. User entities are responsible for maintaining their own system(s) of record.
4. User entities are responsible for ensuring the supervision, management, and control of the use of Textbook Technology, Inc. services by their personnel.
5. User entities are responsible for developing their own disaster recovery and business continuity plans that address the inability to access or utilize Textbook Technology, Inc. services.
6. User entities are responsible for providing Textbook Technology, Inc. with a list of approvers for security and system configuration changes for data transmission.
7. User entities are responsible for immediately notifying Textbook Technology, Inc. of any actual or suspected information security breaches, including compromised user accounts, including those used for integrations and secure file transfers



Section IV

DESCRIPTION OF DESIGN OF CONTROLS AND RESULTS THEREOF

Relevant trust services criteria and Textbook Technology, Inc.-related controls are an integral part of management's system description and are included in this section. Johanson Group LLP assessed if Textbook Technology, Inc.'s controls were suitably designed to meet the specified criteria for the security category set forth in TSP Section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy (AICPA, Trust Services Criteria)*, as of April 17, 2024.

Assessment of control design included inquiry of appropriate management, supervisory, and staff personnel and the inspection of Textbook Technology, Inc.'s policy and procedure documentation. The results of those assessments were considered in the planning, the nature, timing, and extent of Johanson LLP's review of the controls designed to address the relevant trust services criteria. Being a Type I SOC 2 report, there were no tests performed to determine the operational effectiveness of each designed control.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
CONTROL ENVIRONMENT			
CC 1.1	COSO Principle 1: The entity demonstrates a commitment to integrity and ethical values.	The company performs background checks on new employees.	Control determined to be suitably designed.
		The company requires contractor agreements to include a code of conduct or reference to the company code of conduct.	Control determined to be suitably designed.
		The company requires employees to acknowledge a code of conduct at the time of hire. Employees who violate the code of conduct are subject to disciplinary actions in accordance with a disciplinary policy.	Control determined to be suitably designed.
		The company requires contractors to sign a confidentiality agreement at the time of engagement.	Control determined to be suitably designed.
		The company requires employees to sign a confidentiality agreement during onboarding.	Control determined to be suitably designed.
		The company managers are required to complete performance evaluations for direct reports at least annually.	Control determined to be suitably designed.
CC 1.2	COSO Principle 2: The board of directors demonstrates independence from management and exercises oversight of the development and performance of internal control.	The company's Board of Directors or a relevant subcommittee is briefed by senior management at least annually on the state of the company's cybersecurity and privacy risk. The board provides feedback and direction to management as needed.	Control determined to be suitably designed.
		The company's board of directors has a documented charter that outlines its oversight responsibilities for internal control.	Control determined to be suitably designed.
		The company's board members have sufficient expertise to oversee management's ability to design, implement, and operate information security controls. The board engages third-party information security experts and consultants as needed.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
		The company's board of directors meets at least annually and maintains formal meeting minutes. The board includes directors that are independent of the company.	Control determined to be suitably designed.
CC 1.3	COSO Principle 3: Management establishes, with board oversight, structures, reporting lines, and appropriate authorities and responsibilities in the pursuit of objectives.	The company's board of directors has a documented charter that outlines its oversight responsibilities for internal control.	Control determined to be suitably designed.
		The company management has established defined roles and responsibilities to oversee the design and implementation of information security controls.	Control determined to be suitably designed.
		The company maintains an organizational chart that describes the organizational structure and reporting lines.	Control determined to be suitably designed.
		Roles and responsibilities for the design, development, implementation, operation, maintenance, and monitoring of information security controls are formally assigned in job descriptions and/or the Roles and Responsibilities policy.	Control determined to be suitably designed.
CC 1.4	COSO Principle 4: The entity demonstrates a commitment to attract, develop, and retain competent individuals in alignment with objectives.	Roles and responsibilities for the design, development, implementation, operation, maintenance, and monitoring of information security controls are formally assigned in job descriptions and/or the Roles and Responsibilities policy.	Control determined to be suitably designed.
		The company performs background checks on new employees.	Control determined to be suitably designed.
		The company managers are required to complete performance evaluations for direct reports at least annually.	Control determined to be suitably designed.
		The company requires employees to complete security awareness training within thirty days of hire and at least annually thereafter.	Control determined to be suitably designed.
CC 1.5	COSO Principle 5: The entity holds individuals accountable for their internal control responsibilities in the pursuit of objectives.	Roles and responsibilities for the design, development, implementation, operation, maintenance, and monitoring of information security controls are formally assigned in job descriptions and/or the Roles and Responsibilities policy.	Control determined to be suitably designed.
		The company requires employees to acknowledge a code of conduct at the time of hire. Employees who violate the code of conduct are subject to disciplinary actions in accordance with a disciplinary policy.	Control determined to be suitably designed.
		The company managers are required to complete performance evaluations for direct reports at least annually.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
COMMUNICATION AND INFORMATION			
CC 2.1	COSO Principle 13: The entity obtains or generates and uses relevant, quality information to support the functioning of internal control.	The company performs control self-assessments at least annually to gain assurance that controls are in place and operating effectively. Corrective actions are taken based on relevant findings. If the company has committed to an SLA for a finding, the corrective action is completed within that SLA.	Control determined to be suitably designed.
		The company utilizes a log management tool to identify events that may have a potential impact on the company's ability to achieve its security objectives.	Control determined to be suitably designed.
		Host-based vulnerability scans are performed at least quarterly on all external-facing systems. Critical and high vulnerabilities are tracked for remediation.	Control determined to be suitably designed.
CC 2.2	COSO Principle 14: The entity internally communicates information, including objectives and responsibilities for internal control, necessary to support the functioning of internal control.	The company management has established defined roles and responsibilities to oversee the design and implementation of information security controls.	Control determined to be suitably designed.
		Roles and responsibilities for the design, development, implementation, operation, maintenance, and monitoring of information security controls are formally assigned in job descriptions and/or the Roles and Responsibilities policy.	Control determined to be suitably designed.
		The company's information security policies and procedures are documented and reviewed at least annually.	Control determined to be suitably designed.
		The company communicates system changes to authorized internal users.	Control determined to be suitably designed.
		The company has security and privacy incident response policies and procedures that are documented and communicated to authorized users.	Control determined to be suitably designed.
		The company provides a description of its products and services to internal and external users.	Control determined to be suitably designed.
		The company requires employees to complete security awareness training within thirty days of hire and at least annually thereafter.	Control determined to be suitably designed.
CC 2.3	COSO Principle 15: The entity communicates with external parties regarding matters affecting the functioning of internal control.	The company notifies customers of critical system changes that may affect their processing.	Control determined to be suitably designed.
		The company has an external-facing support system in place that allows users to report system information on failures, incidents, concerns, and other complaints to appropriate personnel.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
		The company's security commitments are communicated to customers in Master Service Agreements (MSA) or Terms of Service (TOS).	Control determined to be suitably designed.
		The company provides guidelines and technical support resources relating to system operations to customers.	Control determined to be suitably designed.
		The company provides a description of its products and services to internal and external users.	Control determined to be suitably designed.
		The company has written agreements in place with vendors and related third parties. These agreements include confidentiality and privacy commitments applicable to that entity.	Control determined to be suitably designed.
RISK ASSESSMENT			
CC 3.1	COSO Principle 6: The entity specifies objectives with sufficient clarity to enable the identification and assessment of risks relating to objectives.	The company specifies its objectives to enable the identification and assessment of risk related to the objectives.	Control determined to be suitably designed.
		The company has a documented risk management program in place that includes guidance on the identification of potential threats, rating the significance of the risks associated with the identified threats, and mitigation strategies for those risks.	Control determined to be suitably designed.
CC 3.2	COSO Principle 7: The entity identifies risks to the achievement of its objectives across the entity and analyzes risks as a basis for determining how the risks should be managed.	The company has a documented business continuity/disaster recovery (BC/DR) plan and tests it at least annually.	Control determined to be suitably designed.
		The company's risk assessments are performed at least annually. As part of this process, threats and changes (environmental, regulatory, and technological) to service commitments are identified and the risks are formally assessed. The risk assessment includes a consideration of the potential for fraud and how fraud may impact the achievement of objectives.	Control determined to be suitably designed.
		The company has a documented risk management program in place that includes guidance on the identification of potential threats, rating the significance of the risks associated with the identified threats, and mitigation strategies for those risks.	Control determined to be suitably designed.
		The company has a vendor management program in place. Components of this program include: critical third-party vendor inventory, vendor's security and privacy requirements, and review of critical third-party vendors at least annually.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
CC 3.3	COSO Principle 8: The entity considers the potential for fraud in assessing risks to the achievement of objectives.	The company's risk assessments are performed at least annually. As part of this process, threats and changes (environmental, regulatory, and technological) to service commitments are identified and the risks are formally assessed. The risk assessment includes a consideration of the potential for fraud and how fraud may impact the achievement of objectives.	Control determined to be suitably designed.
		The company has a documented risk management program in place that includes guidance on the identification of potential threats, rating the significance of the risks associated with the identified threats, and mitigation strategies for those risks.	Control determined to be suitably designed.
CC 3.4	COSO Principle 9: The entity identifies and assesses changes that could significantly impact the system of internal control.	The company has a configuration management procedure in place to ensure that system configurations are deployed consistently throughout the environment.	Control determined to be suitably designed.
		The company's penetration testing is performed at least annually. A remediation plan is developed and changes are implemented to remediate vulnerabilities in accordance with SLAs.	Control determined to be suitably designed.
		The company's risk assessments are performed at least annually. As part of this process, threats and changes (environmental, regulatory, and technological) to service commitments are identified and the risks are formally assessed. The risk assessment includes a consideration of the potential for fraud and how fraud may impact the achievement of objectives.	Control determined to be suitably designed.
		The company has a documented risk management program in place that includes guidance on the identification of potential threats, rating the significance of the risks associated with the identified threats, and mitigation strategies for those risks.	Control determined to be suitably designed.
MONITORING ACTIVITIES			
CC 4.1	COSO Principle 16: The entity selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.	The company performs control self-assessments at least annually to gain assurance that controls are in place and operating effectively. Corrective actions are taken based on relevant findings. If the company has committed to an SLA for a finding, the corrective action is completed within that SLA.	Control determined to be suitably designed.
		The company's penetration testing is performed at least annually. A remediation plan is developed and changes are implemented to remediate vulnerabilities in accordance with SLAs.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
		The company has a vendor management program in place. Components of this program include: critical third-party vendor inventory, vendor's security and privacy requirements, and review of critical third-party vendors at least annually.	Control determined to be suitably designed.
		Host-based vulnerability scans are performed at least quarterly on all external-facing systems. Critical and high vulnerabilities are tracked for remediation.	Control determined to be suitably designed.
CC 4.2	COSO Principle 17: The entity evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management and the board of directors, as appropriate.	The company performs control self-assessments at least annually to gain assurance that controls are in place and operating effectively. Corrective actions are taken based on relevant findings. If the company has committed to an SLA for a finding, the corrective action is completed within that SLA.	Control determined to be suitably designed.
		The company has a vendor management program in place. Components of this program include: critical third-party vendor inventory, vendor's security and privacy requirements, and review of critical third-party vendors at least annually.	Control determined to be suitably designed.
CONTROL ACTIVITIES			
CC 5.1	COSO Principle 10: The entity selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.	The company's information security policies and procedures are documented and reviewed at least annually.	Control determined to be suitably designed.
		The company has a documented risk management program in place that includes guidance on the identification of potential threats, rating the significance of the risks associated with the identified threats, and mitigation strategies for those risks.	Control determined to be suitably designed.
CC 5.2	COSO Principle 11: The entity also selects and develops general control activities over technology to support the achievement of objectives.	The company has a formal systems development life cycle (SDLC) methodology in place that governs the development, acquisition, implementation, changes (including emergency changes), and maintenance of information systems and related technology requirements.	Control determined to be suitably designed.
		The company's information security policies and procedures are documented and reviewed at least annually.	Control determined to be suitably designed.
		The company's access control policy documents the requirements for the following access control functions: adding new users, modifying users, and/or removing an existing user's access.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
CC 5.3	COSO Principle 12: The entity deploys control activities through policies that establish what is expected and procedures that put policies into action.	The company has formal retention and disposal procedures in place to guide the secure retention and disposal of company and customer data.	Control determined to be suitably designed.
		The company requires changes to software and infrastructure components of the service to be authorized, formally documented, tested, reviewed, and approved prior to being implemented in the production environment.	Control determined to be suitably designed.
		The company has a formal systems development life cycle (SDLC) methodology in place that governs the development, acquisition, implementation, changes (including emergency changes), and maintenance of information systems and related technology requirements.	Control determined to be suitably designed.
		The company's data backup policy documents requirements for the backup and recovery of customer data.	Control determined to be suitably designed.
		Roles and responsibilities for the design, development, implementation, operation, maintenance, and monitoring of information security controls are formally assigned in job descriptions and/or the Roles and Responsibilities policy.	Control determined to be suitably designed.
		The company's information security policies and procedures are documented and reviewed at least annually.	Control determined to be suitably designed.
		The company has security and privacy incident response policies and procedures that are documented and communicated to authorized users.	Control determined to be suitably designed.
		The company specifies its objectives to enable the identification and assessment of risk related to the objectives.	Control determined to be suitably designed.
		The company has a documented risk management program in place that includes guidance on the identification of potential threats, rating the significance of the risks associated with the identified threats, and mitigation strategies for those risks.	Control determined to be suitably designed.
		The company has a vendor management program in place. Components of this program include: critical third-party vendor inventory, vendor's security and privacy requirements, and review of critical third-party vendors at least annually.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
LOGICAL AND PHYSICAL ACCESS			
CC 6.1	The entity implements logical access security software, infrastructure, and architectures over protected information assets to protect them from security events to meet the entity's objectives.	The company maintains a formal inventory of production system assets.	Control determined to be suitably designed.
		The company restricts access to migrate changes to production to authorized personnel.	Control determined to be suitably designed.
		The company requires authentication to production datastores to use authorized secure authentication mechanisms, such as a unique SSH key.	Control determined to be suitably designed.
		The company restricts privileged access to encryption keys to authorized users with a business need.	Control determined to be suitably designed.
		The company's datastores housing sensitive customer data are encrypted at rest.	Control determined to be suitably designed.
		The company requires authentication to systems and applications to use unique usernames and passwords or authorized Secure Socket Shell (SSH) keys.	Control determined to be suitably designed.
		The company has a data classification policy in place to help ensure that confidential data is properly secured and restricted to authorized personnel.	Control determined to be suitably designed.
		System access is restricted to authorized access only.	Control determined to be suitably designed.
		The company's access control policy documents the requirements for the following access control functions: adding new users, modifying users, and/or removing an existing user's access.	Control determined to be suitably designed.
		The company restricts privileged access to databases to authorized users with a business need.	Control determined to be suitably designed.
		The company restricts privileged access to the firewall to authorized users with a business need.	Control determined to be suitably designed.
		The company restricts privileged access to the operating system to authorized users with a business need.	Control determined to be suitably designed.
		The company restricts privileged access to the production network to authorized users with a business need.	Control determined to be suitably designed.
		The company ensures that user access to in-scope system components is based on job role and function or requires a documented access request form and manager approval prior to access being provisioned.	Control determined to be suitably designed.
		The company requires authentication to the "production network" to use unique usernames and passwords or authorized Secure Socket Shell (SSH) keys.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
		The company requires passwords for in-scope system components to be configured according to the company's policy.	Control determined to be suitably designed.
		The company's production systems can only be remotely accessed by authorized employees possessing a valid multi-factor authentication (MFA) method.	Control determined to be suitably designed.
		The company's production systems can only be remotely accessed by authorized employees via an approved encrypted connection.	Control determined to be suitably designed.
CC 6.2	Prior to issuing system credentials and granting system access, the entity registers and authorizes new internal and external users whose access is administered by the entity. For those users whose access is administered by the entity, user system credentials are removed when user access is no longer authorized.	The company's access control policy documents the requirements for the following access control functions: adding new users, modifying users, and/or removing an existing user's access.	Control determined to be suitably designed.
		The company conducts access reviews at least quarterly for the in-scope system components to help ensure that access is restricted appropriately. Required changes are tracked to completion.	Control determined to be suitably designed.
		The company completes termination checklists to ensure that access is revoked for terminated employees within SLAs.	Control determined to be suitably designed.
		The company ensures that user access to in-scope system components is based on job role and function or requires a documented access request form and manager approval prior to access being provisioned.	Control determined to be suitably designed.
		The company requires authentication to the "production network" to use unique usernames and passwords or authorized Secure Socket Shell (SSH) keys.	Control determined to be suitably designed.
CC 6.3	The entity authorizes, modifies, or removes access to data, software, functions, and other protected information assets based on roles, responsibilities, or the system design and changes, giving consideration to the concepts of least privilege and segregation of duties, to meet the entity's objectives.	The company's access control policy documents the requirements for the following access control functions: adding new users, modifying users, and/or removing an existing user's access.	Control determined to be suitably designed.
		The company conducts access reviews at least quarterly for the in-scope system components to help ensure that access is restricted appropriately. Required changes are tracked to completion.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
		The company completes termination checklists to ensure that access is revoked for terminated employees within SLAs.	Control determined to be suitably designed.
		The company ensures that user access to in-scope system components is based on job role and function or requires a documented access request form and manager approval prior to access being provisioned.	Control determined to be suitably designed.
		The company requires authentication to the "production network" to use unique usernames and passwords or authorized Secure Socket Shell (SSH) keys.	Control determined to be suitably designed.
CC 6.4	The entity restricts physical access to facilities and protected information assets (for example, data center facilities, backup media storage, and other sensitive locations) to authorized personnel to meet the entity's objectives.	The entity does not operate any physical hardware such as servers and network devices but rather uses subservice organizations and relies on its own controls for physical access.	Control determined to be suitably designed.
CC 6.5	The entity discontinues logical and physical protections over physical assets only after the ability to read or recover data and software from those assets has been diminished and is no longer required to meet the entity's objectives.	The company has electronic media containing confidential information purged or destroyed in accordance with best practices, and certificates of destruction are issued for each device destroyed.	Control determined to be suitably designed.
		The company has formal retention and disposal procedures in place to guide the secure retention and disposal of company and customer data.	Control determined to be suitably designed.
		The company purges or removes customer data containing confidential information from the application environment, in accordance with best practices, when customers leave the service.	Control determined to be suitably designed.
		The company completes termination checklists to ensure that access is revoked for terminated employees within SLAs.	Control determined to be suitably designed.
CC 6.6	The entity implements logical access security measures to protect against threats from sources outside its system boundaries.	The company requires authentication to the "production network" to use unique usernames and passwords or authorized Secure Socket Shell (SSH) keys.	Control determined to be suitably designed.
		The company's production systems can only be remotely accessed by authorized employees possessing a valid multi-factor authentication (MFA) method.	Control determined to be suitably designed.
		The company's production systems can only be remotely accessed by authorized employees via an approved encrypted connection.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
		The company uses an intrusion detection system to provide continuous monitoring of the company's network and early detection of potential security breaches.	Control determined to be suitably designed.
		The company uses secure data transmission protocols to encrypt confidential and sensitive data when transmitted over public networks.	Control determined to be suitably designed.
		The company reviews its firewall rulesets at least annually. Required changes are tracked to completion.	Control determined to be suitably designed.
		The company uses firewalls and configures them to prevent unauthorized access.	Control determined to be suitably designed.
		The company's network and system hardening standards are documented, based on industry best practices, and reviewed at least annually.	Control determined to be suitably designed.
		The company has infrastructure supporting the service patched as a part of routine maintenance and as a result, identified vulnerabilities to help ensure that servers supporting the service are hardened against security threats.	Control determined to be suitably designed.
CC 6.7	The entity restricts the transmission, movement, and removal of information to authorized internal and external users and processes, and protects it during transmission, movement, or removal to meet the entity's objectives.	The company encrypts portable and removable media devices when used.	Control determined to be suitably designed.
		The company has a mobile device management (MDM) system in place to centrally manage mobile devices supporting the service.	Control determined to be suitably designed.
		The company uses secure data transmission protocols to encrypt confidential and sensitive data when transmitted over public networks.	Control determined to be suitably designed.
CC 6.8	The entity implements controls to prevent or detect and act upon the introduction of unauthorized or malicious software to meet the entity's objectives.	The company has a formal systems development life cycle (SDLC) methodology in place that governs the development, acquisition, implementation, changes (including emergency changes), and maintenance of information systems and related technology requirements.	Control determined to be suitably designed.
		The company deploys anti-malware technology to environments commonly susceptible to malicious attacks and configures this to be updated routinely, logged, and installed on all relevant systems.	Control determined to be suitably designed.
		The company has infrastructure supporting the service patched as a part of routine maintenance and as a result, identified vulnerabilities to help ensure that servers supporting the service are hardened against security threats.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
SYSTEM OPERATIONS			
CC 7.1	To meet its objectives, the entity uses detection and monitoring procedures to identify (1) changes to configurations that result in the introduction of new vulnerabilities, and (2) susceptibilities to newly discovered vulnerabilities.	The company has a configuration management procedure in place to ensure that system configurations are deployed consistently throughout the environment.	Control determined to be suitably designed.
		The company requires changes to software and infrastructure components of the service to be authorized, formally documented, tested, reviewed, and approved prior to being implemented in the production environment.	Control determined to be suitably designed.
		The company's formal policies outline the requirements for the following functions related to IT / Engineering: vulnerability management and system monitoring.	Control determined to be suitably designed.
		The company's risk assessments are performed at least annually. As part of this process, threats and changes (environmental, regulatory, and technological) to service commitments are identified and the risks are formally assessed. The risk assessment includes a consideration of the potential for fraud and how fraud may impact the achievement of objectives.	Control determined to be suitably designed.
		Host-based vulnerability scans are performed at least quarterly on all external-facing systems. Critical and high vulnerabilities are tracked for remediation.	Control determined to be suitably designed.
CC 7.2	The entity monitors system components and the operation of those components for anomalies that are indicative of malicious acts, natural disasters, and errors affecting the entity's ability to meet its objectives; anomalies are analyzed to determine whether they represent security events.	The company's penetration testing is performed at least annually. A remediation plan is developed and changes are implemented to remediate vulnerabilities in accordance with SLAs.	Control determined to be suitably designed.
		The company uses an intrusion detection system to provide continuous monitoring of the company's network and early detection of potential security breaches.	Control determined to be suitably designed.
		The company utilizes a log management tool to identify events that may have a potential impact on the company's ability to achieve its security objectives.	Control determined to be suitably designed.
		An infrastructure monitoring tool is utilized to monitor systems, infrastructure, and performance and generates alerts when specific predefined thresholds are met.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
		The company's formal policies outline the requirements for the following functions related to IT / Engineering: vulnerability management and system monitoring.	Control determined to be suitably designed.
		The company has infrastructure supporting the service patched as a part of routine maintenance and as a result, identified vulnerabilities to help ensure that servers supporting the service are hardened against security threats.	Control determined to be suitably designed.
		Host-based vulnerability scans are performed at least quarterly on all external-facing systems. Critical and high vulnerabilities are tracked for remediation.	Control determined to be suitably designed.
CC 7.3	The entity evaluates security events to determine whether they could or have resulted in a failure of the entity to meet its objectives (security incidents) and, if so, takes actions to prevent or address such failures.	The company has security and privacy incident response policies and procedures that are documented and communicated to authorized users.	Control determined to be suitably designed.
		The company's security and privacy incidents are logged, tracked, resolved, and communicated to affected or relevant parties by management according to the company's security incident response policy and procedures.	Control determined to be suitably designed.
CC 7.4	The entity responds to identified security incidents by executing a defined incident response program to understand, contain, remediate, and communicate security incidents, as appropriate.	The company tests its incident response plan at least annually.	Control determined to be suitably designed.
		The company has security and privacy incident response policies and procedures that are documented and communicated to authorized users.	Control determined to be suitably designed.
		The company's security and privacy incidents are logged, tracked, resolved, and communicated to affected or relevant parties by management according to the company's security incident response policy and procedures.	Control determined to be suitably designed.
		The company has infrastructure supporting the service patched as a part of routine maintenance and as a result, identified vulnerabilities to help ensure that servers supporting the service are hardened against security threats.	Control determined to be suitably designed.
		Host-based vulnerability scans are performed at least quarterly on all external-facing systems. Critical and high vulnerabilities are tracked for remediation.	Control determined to be suitably designed.
CC 7.5	The entity identifies, develops, and implements activities to recover from identified security incidents.	The company has a documented business continuity/disaster recovery (BC/DR) plan and tests it at least annually.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
		The company tests its incident response plan at least annually.	Control determined to be suitably designed.
		The company has security and privacy incident response policies and procedures that are documented and communicated to authorized users.	Control determined to be suitably designed.
		The company's security and privacy incidents are logged, tracked, resolved, and communicated to affected or relevant parties by management according to the company's security incident response policy and procedures.	Control determined to be suitably designed.
CHANGE MANAGEMENT			
CC 8.1	The entity authorizes, designs, develops or acquires, configures, documents, tests, approves, and implements changes to infrastructure, data, software, and procedures to meet its objectives.	The company requires changes to software and infrastructure components of the service to be authorized, formally documented, tested, reviewed, and approved prior to being implemented in the production environment.	Control determined to be suitably designed.
		The company restricts access to migrate changes to production to authorized personnel.	Control determined to be suitably designed.
		The company has a formal systems development life cycle (SDLC) methodology in place that governs the development, acquisition, implementation, changes (including emergency changes), and maintenance of information systems and related technology requirements.	Control determined to be suitably designed.
		The company's penetration testing is performed at least annually. A remediation plan is developed and changes are implemented to remediate vulnerabilities in accordance with SLAs.	Control determined to be suitably designed.
		The company's network and system hardening standards are documented, based on industry best practices, and reviewed at least annually.	Control determined to be suitably designed.
		The company has infrastructure supporting the service patched as a part of routine maintenance and as a result, identified vulnerabilities to help ensure that servers supporting the service are hardened against security threats.	Control determined to be suitably designed.
		Host-based vulnerability scans are performed at least quarterly on all external-facing systems. Critical and high vulnerabilities are tracked for remediation.	Control determined to be suitably designed.
RISK MITIGATION			
CC 9.1	The entity identifies, selects, and develops risk mitigation activities for risks arising from potential business disruptions.	The company has Business Continuity and Disaster Recovery Plans in place that outline communication plans in order to maintain information security continuity in the event of the unavailability of key personnel.	Control determined to be suitably designed.

Criteria Number	Trust Criteria Services	Description of Textbook Technology, Inc.'s Controls	Result
		The company's risk assessments are performed at least annually. As part of this process, threats and changes (environmental, regulatory, and technological) to service commitments are identified and the risks are formally assessed. The risk assessment includes a consideration of the potential for fraud and how fraud may impact the achievement of objectives.	Control determined to be suitably designed.
		The company has a documented risk management program in place that includes guidance on the identification of potential threats, rating the significance of the risks associated with the identified threats, and mitigation strategies for those risks.	Control determined to be suitably designed.
CC 9.2	The entity assesses and manages risks associated with vendors and business partners.	The company has written agreements in place with vendors and related third parties. These agreements include confidentiality and privacy commitments applicable to that entity.	Control determined to be suitably designed.
		The company has a vendor management program in place. Components of this program include: critical third-party vendor inventory, vendor's security and privacy requirements, and review of critical third-party vendors at least annually.	Control determined to be suitably designed.

APPENDIX C

Voluntary Product Accessibility Template (VPAT)

Textbook Technology Accessibility Conformance Report

WCAG Edition

VPAT® Version 2.3 (Revised) – April 2019

A. Name of Product/Version: Textbook Technology Platform

B. Product Description: Collegiate Retail System

C. Report Date: 03/01/2024

D. Contact Information: elouton@textbooktech.com

E. Notes:

F. Evaluation Methods Used: Self Assessment

G. 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.

H. WCAG 2.3 Report

Note: When reporting on conformance with the WCAG 2.3 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.

1. **Table 1: Success Criteria, Level A**

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	Supports	
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	Partially Supports	
1.2.2 Captions (Prerecorded) (Level A)	Not Applicable	
1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)	Not Applicable	
1.3.1 Info and Relationships (Level A)	Not Applicable	
1.3.2 Meaningful Sequence (Level A)	Not Applicable	
1.3.3 Sensory Characteristics (Level A)	Not Applicable	
1.4.1 Use of Color (Level A)	Supports	
1.4.2 Audio Control (Level A)	Not Applicable	
2.1.1 Keyboard (Level A)	Not Applicable	
2.1.2 No Keyboard Trap (Level A)	Not Applicable	
2.1.4 Character Key Shortcuts (Level A 2.1 only)	Not Applicable	
2.2.1 Timing Adjustable (Level A)	Not Applicable	
2.2.2 Pause, Stop, Hide (Level A)	Not Applicable	
2.3.1 Three Flashes or Below Threshold (Level A)	Supports	
2.4.1 Bypass Blocks (Level A)	Not Applicable	
2.4.2 Page Titled (Level A)	Supports	
2.4.3 Focus Order (Level A)	Not Applicable	
2.4.4 Link Purpose (In Context) (Level A)	Supports	
2.5.1 Pointer Gestures (Level A 2.1 only)	Not Applicable	
2.5.2 Pointer Cancellation (Level A 2.1 only)	Not Applicable	
2.5.3 Label in Name (Level A 2.1 only)	Supports	
2.5.4 Motion Actuation (Level A 2.1 only)	Not Applicable	
3.1.1 Language of Page (Level A)	Not Applicable	
3.2.1 On Focus (Level A)	Not Applicable	
3.2.2 On Input (Level A)	Not Applicable	
3.3.1 Error Identification (Level A)	Supports	
3.3.2 Labels or Instructions (Level A)	Supports	
4.1.1 Parsing (Level A)	Not Applicable	
4.1.2 Name, Role, Value (Level A)	Not Applicable	

2. **Table 2: Success Criteria, Level AA**

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Not Applicable	
1.2.5 Audio Description (Prerecorded) (Level AA)	Not Applicable	
1.3.4 Orientation (Level AA 2.1 only)	Not Applicable	

1.3.5 Identify Input Purpose (Level AA 2.1 only)	Not Applicable	
1.4.3 Contrast (Minimum) (Level AA)	Supports	
1.4.4 Resize text (Level AA)	Not Applicable	
1.4.5 Images of Text (Level AA)	Partially Supports	
1.4.10 Reflow (Level AA 2.1 only)	Not Applicable	
1.4.11 Non-text Contrast (Level AA 2.1 only)	Not Applicable	
1.4.12 Text Spacing (Level AA 2.1 only)	Not Applicable	
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Not Applicable	
2.4.5 Multiple Ways (Level AA)	Supports	
2.4.6 Headings and Labels (Level AA)	Supports	
2.4.7 Focus Visible (Level AA)	Not Applicable	
3.1.2 Language of Parts (Level AA)	Not Applicable	
3.2.3 Consistent Navigation (Level AA)	Supports	
3.2.4 Consistent Identification (Level AA)	Not Applicable	
3.3.3 Error Suggestion (Level AA)	Supports	
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Supports	
4.1.3 Status Messages (Level AA 2.1 only)	Not Applicable	

3. Table 3: Success Criteria, Level AAA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Not Applicable	
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Not Applicable	
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Not Applicable	
1.2.9 Audio-only (Live) (Level AAA)	Not Applicable	
1.3.6 Identify Purpose (Level AAA 2.1 only)	Not Applicable	
1.4.6 Contrast Enhanced (Level AAA)	Supports	
1.4.7 Low or No Background Audio (Level AAA)	Not Applicable	
1.4.8 Visual Presentation (Level AAA)	Not Applicable	
1.4.9 Images of Text (No Exception) Control (Level AAA)	Not Applicable	
2.1.3 Keyboard (No Exception) (Level AAA)	Not Applicable	
2.2.3 No Timing (Level AAA)	Not Applicable	
2.2.4 Interruptions (Level AAA)	Not Applicable	
2.2.5 Re-authenticating (Level AAA)	Supports	
2.2.6 Timeouts (Level AAA 2.1 only)	Not Applicable	
2.3.2 Three Flashes (Level AAA)	Supports	
2.3.3 Animation from Interactions (Level AAA 2.1 only)	Not Applicable	
2.4.8 Location (Level AAA)	Not Applicable	

2.4.9 Link Purpose (Link Only) (Level AAA)	Not Applicable	
2.4.10 Section Headings (Level AAA)	Supports	
2.5.5 Target Size (Level AAA 2.1 only)	Not Applicable	
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 only)	Not Applicable	
3.1.3 Unusual Words (Level AAA)	Not Applicable	
3.1.4 Abbreviations (Level AAA)	Not Applicable	
3.1.5 Reading Level (Level AAA)	Not Applicable	
3.1.6 Pronunciation (Level AAA)	Not Applicable	
3.2.5 Change on Request (Level AAA)	Not Applicable	
3.3.5 Help (Level AAA)	Not Applicable	
3.3.6 Error Prevention (All) (Level AAA)	Supports	

APPENDIX D

PCI DSS Certification

sysnet global solutions.

Certificate of Validation

clover SECURITY

PCI APPROVED SCANNING VENDOR · PCI FORENSIC INVESTIGATOR PROGRAM · PCI QUALIFIED SECURITY ASSESSOR

SAS70 Completed Type I Audit

This is to certify that

TEXTBOOK TECHNOLOGY

TEXTBOOK TECHNOLOGY, ROBERT BATCHELLER, 510 S WEBSTER AVE UNIT A, NORMAN, OK, 73069, US,

has successfully validated their compliance with the requirements of the PCI DSS Version 4.0 on 07/13/2024 .

This validation status is based on the self-assessment provided by TEXTBOOK TECHNOLOGY regarding compliance with the Payment Card Industry Data Security Standard ("PCI DSS") Version 4.0 and is valid until 07/13/2025 pursuant to the conditions of issuing laid out below.

To remain compliant with PCI DSS, it is the responsibility of TEXTBOOK TECHNOLOGY to:

a Maintain compliance with all PCI DSS requirements, particularly when there is any change to your systems. This compliance maintenance includes quarterly vulnerability scans for Internet facing systems (where applicable) and,

b Attest to your compliance on an annual basis.

Merchant ID: 345962945886

SAQ Type: D	PCI DSS Version: 4.0
Validation Status: Validated	Date of Validation: 07/13/2024
Scan Status: Scan Compliant	Date of Last Scan: 07/02/2024

Conditions of Issuing

1. Sysnet has issued this certificate to indicate that the aforementioned company has attested that they have met the requirements of the Payment Card Industry (PCI) standard(s) as stated above.
2. The PCI Security Standards Council ("PCI SSC") representing card schemes, Visa, Mastercard, American Express, Discover Card, and JCB, produce and maintain the security standards and all content within same. Sysnet do not hold any responsibility for the content or requirements of the PCI security standards.
3. This certificate is not endorsed by the PCI SSC and is produced solely by Sysnet for the records of the aforementioned company to indicate that they have validated their compliance.
4. This certificate offers no guarantee to the security, availability, or integrity of any systems or data held by the aforementioned company. Accordingly Sysnet accepts no liability to any third party in the event of loss or damage to systems or data due to any perceived lack of security or breakdown of current security measures.
5. Attestation to Compliance occurs at a point in time. This may not cover future compliance due to the changing nature of network and application infrastructures, future vulnerabilities or advances in hacking techniques or subsequent failure to act in accordance with applicable PCI DSS requirements.
6. The provision of this PCI DSS Report does not affect or impact in any way the obligations of TEXTBOOK TECHNOLOGY under any Merchant Terms and Conditions in place.

www.sysnetglobalsolutions.com

sysnet global solutions.

Attestation of Compliance – Merchants

Payment Card Industry (PCI)
Data Security Standard

Attestation of Compliance for Onsite Assessments – Merchants

Version 2.0

October 2010

Instructions for Submission

This document must be completed by a Qualified Security Assessor (QSA) or merchant (if merchant internal audit performs validation) as a declaration of the merchant's compliance status with the Payment Card Industry Data Security Standard (PCI DSS). Complete all applicable sections and submit to the acquirer or requesting payment brand.

Part 1. Merchant and Qualified Security Assessor Information

Merchant Organization Information

Company Name:	Textbook Technology		DBA(s):	Textbook Brokers	
Contact Name:	Robert Batcheller		Title:	President	
Telephone:	615-907-8051		E-mail:	rbatcheller@textbookbrokers.com	
Business Address:	1321 Greenland Dr		City:	Murfreesboro	
State/Province:	TN	Country:	USA	Zip:	37130
URL:	Textbookbrokers.com				

Qualified Security Assessor Company Information

Company Name:					
Lead QSA Contact Name:			Title:		
Telephone:			E-mail:		
Business Address:			City:		
State/Province:		Country:		Zip:	
URL:					

Part 2 Type of Merchant Business (check all that apply)

☐ Retailer ☐ Telecommunication ☐ Grocery and Supermarkets

☐ Petroleum ☐ E-Commerce ☐ Mail/Telephone-Order

☐ Travel & Entertainment ☐ Others (please specify):

List facilities and locations included in PCI DSS review:

Part 2b. Relationships

Does your company have a relationship with one or more third-party agents (for example, gateways, web-hosting companies, ai program agents, etc.)? ☐ Yes ☐ No

Does your company have a relationship with more than one acquirer? ☐ Yes ☐ No

Part 2c. Transaction Processing

How and in what capacity does your business store, process and/or transmit cardholder data? We do not store, process and/o All cardholder data is tokenized and we only handle the tokenized data.

Payment Application in Use	Version Number	Last Validated according to PABP/PA-DSS
First Data Merchant Services	P2PE v3.1	29 Jan 2024

Part 3. PCI DSS Validation

Based on the results noted in the Report on Compliance ("ROC") dated *07/13/2024*, *Textbook Technology dba Textbook Brokers, Inc.* asserts the following compliance status for the entity identified in Part 2 of this document as of *07/13/2024* (check one):

☐ **Compliant:** All requirements in the ROC are marked "in place[1]," and a passing scan has been completed by the PCI SSC Approved Scanning Vendor *Sysnet Global Solutions* thereby *Textbook Technology dba Textbook Brokers, Inc.* has demonstrated full compliance with the PCI DSS *v4.0.*

☐ **Non-Compliant:** Some requirements in the ROC are marked "not in place," resulting in an overall **NON-COMPLIANT** rating, **or** a passing scan has not been completed by a PCI SSC Approved Scanning Vendor, thereby *(Merchant Company Name)* has not demonstrated full compliance with the PCI DSS.

Target Date for Compliance:

An entity submitting this form with a status of Non-Compliant may be required to complete the Action Plan in Part 4 of this document. *Check with your acquirer or the payment brand(s) before completing Part 4, since not all payment brands require this section.*

Part 3a. Confirmation of Compliant Status

QSA/Merchant confirms:

☐	The ROC was completed according to the *PCI DSS Requirements and Security Assessment Procedures*, Version *v4.0*, 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.
☐	The merchant has confirmed with the payment application vendor that their payment application does not store sensitive authentication data after authorization.
☐	The merchant has read the PCI DSS and recognizes that they must maintain full PCI DSS compliance at all times.
☐	No evidence of magnetic stripe (that is, track) data[2], CAV2, CVC2, CID, or CVV2 data[3], or PIN data[4] storage after transaction authorization was found on ANY systems reviewed during this assessment.

Part 3b. QSA and Merchant Acknowledgments

Signature of Merchant Executive Officer	***Date:***
Merchant Executive Officer Name:	***Title:***

Signature of Lead QSA	***Date:***
Lead QSA Name :	***Title:***

[1] "In place" results should include compensating controls reviewed by the QSA/merchant Internal Audit. If compensating controls are determined to sufficiently mitigate the risk associated with the requirement, the QSA should mark the requirement as "in place."

[2] Data encoded in the magnetic stripe or equivalent data on a chip used for authorization during a card-present transaction. Entities may not retain full magnetic stripe data after transaction authorization. The only elements of track data that may be retained are account number, expiration date, and name.

[3] The three- or four-digit value printed on the signature panel or face of a payment card used to verify card-not-present transactions.

[4] Personal Identification Number entered by cardholder during a card-present transaction, and/or encrypted PIN block present within the transaction message.

Part 4. Action Plan for Non-Compliant Status

Please select the appropriate "Compliance Status" for each requirement. If you answer "No" to any of the requirements, you are required to provide the date Company will be compliant with the requirement and a brief description of the actions being taken to meet the requirement. *Check with your acquirer or the payment brand(s) before completing Part 4 since not all payment brands require this section.*

PCI Requirement	Description	Compliance Status (Select One)	Remediation Date and Actions (if Compliance Status is "No")
1	Install and maintain a firewall configuration to protect cardholder data.	☐ Yes ☐ No	
2	Do not use vendor-supplied defaults for system passwords and other security parameters.	☐ Yes ☐ No	
3	Protect stored cardholder data.	☐ Yes ☐ No	
4	Encrypt transmission of cardholder data across open, public networks.	☐ Yes ☐ No	
5	Use and regularly update anti-virus software.	☐ Yes ☐ No	
6	Develop and maintain secure systems and applications.	☐ Yes ☐ No	
7	Restrict access to cardholder data by business need to know.	☐ Yes ☐ No	
8	Assign a unique ID to each person with computer access.	☐ Yes ☐ No	
9	Restrict physical access to cardholder data.	☐ Yes ☐ No	
10	Track and monitor all access to network resources and cardholder data.	☐ Yes ☐ No	
11	Regularly test security systems and processes.	☐ Yes ☐ No	
12	Maintain a policy that addresses information security.	☐ Yes ☐ No	

APPENDIX E

HECVAT Light Form

HECVAT - Lite | Vendor Response

Version 3.03

Vendor Response

DATE-01	**Date**	*3/1/2024*

General Information

In order to protect the institution and its systems, vendors whose products and/or services will access and/or host institutional data must complete the Higher Education Community Vendor Assessment Toolkit. Throughout this tool, anywhere where the term data is used, this is an all-encompassing term including at least data and metadata. Answers will be reviewed by institution security analysts upon submittal. This process will assist the institution in preventing breaches of protected information and comply with institution policy, state, and federal law. This is intended for use by vendors participating in a Third Party Security Assessment and should be completed by a vendor.

GNRL-01	Vendor Name	*Textbook Brokers*
GNRL-02	Product Name	*Textbook Technology*
GNRL-03	Product Description	*The Textbook Technology platform includes all the modules and tools necessary to thrive in an ever-changing collegiate retail environment including:* • *Point-of-Sale: The central hub for everything from inventory management to register* • *FacultyPortal: An intuitive site for faculty and support staff to enter course material adoptions* • *Bazaar: Integrated ecommerce platform supporting instant updates and fast customer checkout* • *Market Pricing: Feeds Amazon price competitive data to help you stay competitive and earn customer trust* • *Product Management: Easy to use tool to manage all of your non-course material products* • *Checkout: Secure and customizable payment tool that allows customers to pay how they want: from Paypal to Pell* • *Accounts: Allows customizable financial aid payment types whether in-store or online*
GNRL-04	Web Link to Product Privacy Notice	*https://www.textbooktechnology.com/privacy-policy*
GNRL-05	Web Link to Accessibility Statement or VPAT	
GNRL-06	Vendor Contact Name	*Ed Louton*
GNRL-07	Vendor Contact Title	*Director of IT*
GNRL-08	Vendor Contact Email	*elouton@textbooktech.com*
GNRL-09	Vendor Contact Phone Number	*479-236-3281*
GNRL-10	Vendor Accessibility Contact Name	*Ed Louton*
GNRL-11	Vendor Accessibility Contact Title	*Director of IT*
GNRL-12	Vendor Accessibility Contact Email	*elouton@textbooktech.com*
GNRL-13	Vendor Accessibility Contact Phone Number	*479-236-3281*
GNRL-14	Vendor Hosting Regions	*See Instructions tab for guidance*
GNRL-15	Vendor Work Locations	*See Instructions tab for guidance*

Vendor Instructions

Step 1: Complete each section answering each set of questions in order from top to bottom; the built-in formatting logic relies on this order. **Step 2**: Submit the completed Higher Education Community Vendor Assessment Toolkit - Lite to the requesting institution.

Company Overview		Vendor Answers	Additional Information	Guidance
COMP-01	Describe your organization's business background and ownership structure, including all parent and subsidiary relationships.	Textbook Brokers operates college bookstores across the country. Textbook Brokers' consists of two privately owned ownership groups: Textbook Brokers, Inc. (TBB Inc.) and BJJ Corporation (BJJ Corp.). TBB Inc. was incorporated by James Barnes and Jimmy Batcheller in 1997. In 2004, TBB Inc. formed a new ownership group with Robert Batcheller, BJJ Corp., to expand Textbook Brokers across the country by opening geographic hubs. Textbook Technology is the technology/IT arm of Textbook Brokers and handles all of the custom software that is used.		N/A
COMP-02	Have you had an unplanned disruption to this product/service in the last 12 months?	No		N/A
COMP-03	Do you have a dedicated Information Security staff or office?	No		Describe any plans to create an Information Security Office for your organization.
COMP-04	Do you have a dedicated Software and System Development team(s)? (e.g. Customer Support, Implementation, Product Management, etc.)	Yes	We operate with 1 Ruby Developers, 1 PHP developer, 1 System Admin/DEVOPS, 1 Helpdesk Technician, and 1 Director. The director is very hand-on and serves as the product/project manager, QA, and monitors the helpdesk.	Describe the structure and size of your Software and System Development teams. (e.g. Customer Support, Implementation, Product Management, etc.)
COMP-05	Does your product process protected health information (PHI) or any data covered by the Health Insurance Portability and Accountability Act?	No		
COMP-06	Will data regulated by PCI DSS reside in the vended product?	No		
COMP-07	Use this area to share information about your environment that will assist those who are assessing your company data security program.	All servers are hosted on AWS. Any backend access requires RSA tokenization for SSH access, as well as IP whitelisting through the firewall.		N/A

Documentation		Vendor Answers	Additional Information	Guidance
DOCU-01	Have you undergone a SSAE 18 / SOC 2 audit?	No	Currently in-process. Estimated completion in mid-2024.	Describe any plans to undergo a SSAE 18 audit.
DOCU-02	Have you completed the Cloud Security Alliance (CSA) CAIQ?	No		Describe any plans to complete the CSA CAIQ.
DOCU-03	Have you received the Cloud Security Alliance STAR certification?	No		Describe any plans to obtain CSA STAR certification.
DOCU-04	Do you conform with a specific industry standard security framework? (e.g. NIST Cybersecurity Framework, CIS Controls, ISO 27001, etc.)	No		Describe any plans to conform to an industry standard security framework.
DOCU-05	Can the systems that hold the institution's data be compliant with NIST SP 800-171 and/or CMMC Level 3 standards?	Yes	We meet the FISMA standards. We do not have an agency issuing ATO, nor have we taken the steps to become FISMA "certified".	Indicate level, Supplier Performance Risk System ('SPRS') Score or certification information.
DOCU-06	Can you provide overall system and/or application architecture diagrams including a full description of the data flow for all components of the system?	Yes	See Network Diagram Tab	Provide your diagrams (or a valid link to it) upon submission.

DOCU-07	Does your organization have a data privacy policy?	Yes	https://www.textbooktechnology.com/privacy-policy	Provide your data privacy document (or a valid link to it) upon submission.
DOCU-08	Do you have a documented, and currently implemented, employee onboarding and offboarding policy?	Yes	All employees go through a criminal background check.	Provide a reference to your employee onboarding and offboarding policy and supporting documentation or submit it along with this fully-populated HECVAT.
DOCU-0	Do you have a well documented usiness Continuity Plan (CP) that is tested annually?	Yes	See CP Tab	Provide a reference to your CP and supporting documentation or submit it along with this fully-populated HECVAT.
DOCU-10	Do you have a well documented Disaster Recovery Plan (DRP) that is tested annually?	Yes	Te tbook Technology services are all cloud-based, so most disaster recovery happens on the backend with no user intervention. We have sophisticated alarms in place to alert our team about any interruptions, and we are able to begin handling those often before the user knows there is an issue. Our e act process will depend on the situation. Our team will ascertain the circumstances of the incident and take appropriate action. This could mean something as simple as restarting a server, up to and including launching new servers and transferring data so stores can continue operations. Fle ibility is our key strength here. During the rush periods at the beginning and end of each semester, additional servers and resources are added to prevent an impact on all critical applications. In the case there is ever an issue, each server is backed up 5 times per day, which allows us to recover data in an hour or less. We also have an e treme disaster backup plan where our backups are saved by a 3rd party in a separate AWS account. This allows data to be recovered in the face of an	Provide a reference to your DRP and supporting documentation or submit it along with this fully-populated HECVAT.
DOCU-11	Do you have a documented change management process?	Yes	Our Change Management Plan begins mostly with user requests. These are added to a roadmap document that is regularly reviewed between the IT Director and the owners/alpha users. Items on the document are discussed and, if accepted as plausible or needed, are given a rank/priority. These items are then assigned to the IT team via our ira ticket system. After the coding is done by the IT team, the new feature/program goes through a QA process done first by the developers themselves, and then by the IT Manager. Once QA is passed, the feature is then put in a test environment for further QA by the IT Manager and alpha users of our system. During this time, suggestions for improvements and bug fi es are communicated between the testers and the developer. Ne t, the feature is launched on a select few store ecosystems for a real-world test. Further feedback and suggestions for improvements are communicated and implemented. When we are satisfied with the feature, it is then rolled out to all servers by the IT team.	Summarize your current change management process.
DOCU-12	Has a VPAT or ACR been created or updated for the product and version under consideration within the past year?	Yes	3/1/2024	State the date the VPAT was completed. Include this VPAT in your submission and/or link to its web location.
DOCU-13	Do you have documentation to support the accessibility features of your product?	No	We do in-person training sessions.	Provide plans for any documentation that would make accessible content, features and functions easily knowable by end users.
I Accessi ilit		**Vendor Answers**	**Additional Information**	**Guidance**
ITAC-01	Has a third party expert conducted an accessibility audit of the most recent version of your product?	No		Please provide plans (when and by whom) any audit is planned, if any or rationale if not.
ITAC-02	Do you have a documented and implemented process for verifying accessibility conformance?	Yes	Accessibility testing has been apart of our system since before it was first released, and it remains in place to this day. We utilize multiple tools, such as browser add on's, and 3rd party websites to check our content, pages, and features against	Describe your processes and methodologies for validating accessibility conformance.
ITAC-03	Have you adopted a technical or legal accessibility standard of conformance for the product in question?	No		Summarize your decision to not adopt a technical or legal standard of conformance for the product in question.
ITAC-04	Can you provide a current, detailed accessibility roadmap with delivery timelines?	Yes	Our current roadmap extends approximately 1 year, but can be adjusted accordingly as needs and requests arise.	Comment upon how far into the future the roadmap extends. Provide evidence (including links) of having delivered upon the accessibility roadmap in the past.
ITAC-05	Do you expect your staff to maintain a current skill set in IT accessibility?	Yes	Accessibility testing has been apart of our system since before it was first released, and it remains in place to this day. We utilize multiple tools, such as browser add on's, and 3rd party websites to check our content, pages, and features against both usability and accessibility guidelines including Section 508 and WCAG 2.0. We utilize automatic contrast checking to make sure out content is fully visible to all customers, regardless of the colors used for branding the site. Were constantly working to improve our sites usability for all	Provide any further relevant information about how expertise is maintained; include any accessibility certifications staff may hold (e.g., IAAP WAS <https://www.accessibilityassociation.org/certifications> or DHS Trusted Tester <https://section508.gov/test/trusted-tester>.
ITAC-06	Do you have a documented and implemented process for reporting and tracking accessibility issues?	Yes	All issues are reported to the helpdesk via email or phone, and the problem is escalated internally from there. Our helpdesk is monitored continously for major issues, and we also have many systems in place that will alert the IT staff	Describe the process and any recent examples of fixes as a result of the process.
ITAC-07	Do you have documented processes and procedures for implementing accessibility into your development lifecycle?	Yes	Accessibility testing has been apart of our system since before it was first released, and it remains in place to this day. We utilize multiple tools, such as browser add on's, and 3rd party websites to check our content, pages, and features against	Provide further details or multiple means in Additional Information.
ITAC-08	Can all functions of the application or service be performed using only the keyboard?	No		Indicate a plan to test the product, develop a roadmap for keyboard accessibility or any further context.
ITAC-09	Does your product rely on activating a special 'accessibility mode,' a 'lite version' or accessing an alternate interface for accessibility purposes?	No		
Application/Service Security		**Vendor Answers**	**Additional Information**	**Guidance**
HLAP-01	Are access controls for institutional accounts based on structured rules, such as role-based access control (RBAC), attribute-based access control (ABAC) or policy-based access control (PBAC)?	Yes	Our Point-of-Sale has different roles that can be assigned users based on actions they can complete. This includes limiting access to inventory, register functions, etc. Our other programs all have access rights to just the user's particular store/school.	Describe available roles.
HLAP-02	Are access controls for staff within your organization based on structured rules, such as RBAC, ABAC, or PBAC?	Yes	Our Point-of-Sale has different roles that can be assigned users based on actions they can complete. This includes limiting access to inventory, register functions, etc. Our other programs all have access rights to just the user's particular store/school.	
HLAP-03	Do you have a documented and currently implemented strategy for securing employee workstations when they work remotely? (i.e. not in a trusted computing environment)	Yes	Textbook Technology does not maintain an office. All workers are remote. All access to the system is done via SSH, requiring RSA token authentication and IP Whitelisting.	Provide supporting documentation of your strategy.

HLAP-04	Does the system provide data input validation and error messages?	Yes	Our system is designed with very limited places of input, and most of these have requirements for the type of data accepted. For e ample, in our POS, the users can enter an IS N/UPC to get more information and will get an error message if the IS N/UPC is not recognized.	Describe how your system(s) provide data input validation and error messages.
HLAP-05	Are you using a web application firewall (WAF)?	Yes	We currently use AWS WAF on our Load alancers.	Describe the currently implemented WAF.
HLAP-06	Do you have a process and implemented procedures for managing your software supply chain (e.g. libraries, repositories, frameworks, etc)	Yes	All access to software supply chain is limited to authorized IT personnel. Audits are done regularly to verify access to code and repositories are needed by individual IT personnel.	Provide supporting documentation of your processes.
Aut entication Aut ori ation and Accountin		**Vendor Answers**	**Additional Information**	**Guidance**
HLAA-01	Does your solution support single sign-on (SSO) protocols for user and administrator authentication?	Yes	SSO is available to our clients as needed and requested	Describe how strong authentication is enforced (e.g., comple passwords, multifactor tokens, certificates, biometrics, aging requirements, re-use policy).
HLAA-02	Does your organization participate in InCommon or another edu AIN affiliated trust federation?	No		Describe plans to participate in InCommon or another edu AIN affiliated trust federation.
HLAA-03	Does your application support integration with other authentication and authorization systems?	Yes	The SSO authentication we have built utilizes SAML 2.0 to connect to client endpoints for authentication	List which systems and versions supported (such as Active Directory, erberos, or other LDAP compatible directory) in Additional Info.
HLAA-04	Does your solution support any of the following Web SSO standards? e.g., SAML2 (with redirect flow), OIDC, CAS, or other	Yes	The SSO authentication we have built utilizes SAML 2.0 to connect to client endpoints for authentication	State the Web SSO standards supported by your solution and provide additional details about your support, including framework(s) in use, how information is e changed securely, etc.
HLAA-05	Do you support differentiation between email address and user identifier?	Yes		
HLAA-06	Do you allow the customer to specify attribute mappings for any needed information beyond a user identifier? e.g., Reference eduPerson, ePPA/ePPN/ePE	Yes		
HLAA-07	Are audit logs available to the institution that include AT LEAST all of the following login, logout, actions performed, timestamp, and source IP address?	Yes	As a normal course of business, all of our servers log attempted and successful logins. We log times, user info, IP, system information, and which feature was attempting to be accessed.	
HLAA-08	If you don't support SSO, does your application and/or user-frontend/portal support multi-factor authentication? (e.g. Duo, oogle Authenticator, OTP, etc.)	No		Describe any plans to support multi-factor authentication in your application.
HLAA-0	Does your application automatically lock the session or log-out an account after a period of inactivity?	Yes	Session log-outs can be specified by the individual client	Describe the default behavior of this capability.
stems ana ement		**Vendor Answers**	**Additional Information**	**Guidance**
HLSY-01	Do you have a systems management and configuration strategy that encompasses servers, appliances, cloud services, applications, and mobile devices (company and employee owned)?	Yes	All employees are tasked with keeping up with security updates on all systems. Our Systems Admin/D OPS does monthly audits of all servers to verify that all security updates have been done	Summarize your systems management and configuration strategy.
HLSY-02	Will the institution be notified of major changes to your environment that could impact the institution's security posture?	Yes	Communications will come from our IT director via email with stated dates/times of changes before the changes are made	State how and when the institution will be notified of major changes to your environment.
HLSY-03	Are your systems and applications scanned for vulnerabilities that are then remediated prior to new releases?	Yes	All updates are first loaded to our test environment for A testing, including scanning for vulnerabilities and security concerns	Provide a brief description.
HLSY-04	Have your systems and applications had a third party security assessment completed in the last year?	Yes	PCI scans are done monthly. Last completed scan: arch 2024	Provide the results with this document (link or attached), if possible. State the date of the last completed third party security assessment.
HLSY-05	Do you have policy and procedure, currently implemented, guiding how security risks are mitigated until patches can be applied?	Yes	Our IT team does our own port scanning quarterly. We also ensure that all security updates from AWS, buntu, Rails, etc are implemented generally within 24 hours of them being released. or PCI compliance, we also have monthly scans for ports and vulnerabilities done by Clover.	Summarize the policy and procedure(s) guiding risk mitigation practices before critical patches can be applied.
ata		**Vendor Answers**	**Additional Information**	**Guidance**
HLDA-01	Does the environment provide for dedicated single-tenant capabilities? If not, describe how your product or environment separates data from different customers (e.g., logically, physically, single tenancy, multi-tenancy).	Yes	Our Point-of-Sale systems all have their own individual servers. ach school has their own independent server, which houses their own data. Only authorized individuals can access the individual servers.	Describe or provide a reference to how institution data is separated from that of other customers.
HLDA-02	Is sensitive data encrypted, using secure protocols/algorithms, in transport? (e.g. system-to-client)	Yes	Data transfers are handled via S TP. Access to the S TP requires RSA token authentication.	Summarize your transport encryption strategy
HLDA-03	Is sensitive data encrypted, using secure protocols/algorithms, in storage? (e.g. disk encryption, at-rest, files, and within a running database)	Yes	Data is encrypted using AWS A S-256 encryption on a private net. We also have disk-level encryption set up via Amazon C2.	Summarize your data encryption strategy and state what encryption options are available.
HLDA-04	Are involatile backup copies made according to pre-defined schedules and securely stored and protected?	Yes	All point-of-sale servers are backed up 5 times per day to our AWS cloud account. All other servers are backed up once a day. All backups are copied to our west coast backup site for disaster recovery purposes.	If your strategy uses different processes for services and data, ensure that all strategies are clearly stated and supported.
HLDA-05	Can the Institution extract a full or partial backup of data?	Yes	Yes, upon request.	Provide a general summary of how full and partial backups of data can be extracted.
HLDA-06	Do you have a media handling process, that is documented and currently implemented that meets established business needs and regulatory requirements, including end-of-life, repurposing, and data sanitization procedures?	Yes	All our data is virtual there are no physical hard drives. When a store closes, a final backup is taken and is saved to our backup site for 30 days. The owner/institution can request any data from this, or can request that it be deleted.	Provide documented details of this process (link or attached).
HLDA-07	Does your staff (or third party) have access to Institutional data (e.g., financial, PHI or other sensitive information) within the application/system?	Yes	Data in our system would include student names, addresses, phone numbers, email addresses, and any financial aid that the school has reported is avaialble for them to use. We do not keep or handle PHI.	Summarize what access staff (or third parties) have to institutional data.
atacenter		**Vendor Answers**	**Additional Information**	**Guidance**
HLDC-01	Does your company manage the physical data center where the institution's data will reside?	No	Our primary server locations are on AWS ast 1 - Northern irginia, SA. All disaster recovery servers are on AWS West 2 Oregon, USA.	Provide a detailed description of where the institution's data will reside.

HLDC-02	Are you generally able to accomodate storing each institution's data within their geographic region?	Yes	Our primary server locations are on AWS East 1 - Northern Virginia, USA. All disaster recovery servers are on AWS West 2 Oregon, USA.	
HLDC-03	Does the hosting provider have a SOC 2 Type 2 report available?	Yes	https //aws.amazon.com/compliance/soc-faqs/	Obtain the report if possible and add it to your submission.
HLDC-04	Does your organization have physical security controls and policies in place?	Yes	https //aws.amazon.com/compliance/data-center/data-centers/	Describe your physical security strategy.
HLDC-05	Do you have physical access control and video surveillance to prevent/detect unauthorized access to your data center?	No	Amazon manages the physical control and video surveillance. https://aws.amazon.com/compliance/data-center/data-centers/	State plans to prevent and detect unauthorized access to your data center.
etwor in		**Vendor Answers**	**Additional Information**	**Guidance**
HLNT-01	Do you enforce network segmentation between trusted and untrusted networks (i.e., Internet, DM , E tranet, etc.)?	Yes	Each store is guided on PCI compliance and setting up their in-store network in a compliant manner, including trusted and untrusted segmentation	Provide a brief summary of how trusted and untrusted networks are segmented.
HLNT-02	Are you utilizing a stateful packet inspection (SPI) firewall?	Yes	https //docs.aws.amazon.com/network-firewall/latest/developerguide/firewall-rules-engines.html	Describe the currently implemented SPI firewall.
HLNT-03	Do you use an automated IDS/IPS system to monitor for intrusions?	Yes	We do monthly scans via Clover. We have active protection set up via AWS uardDuty. We have many systems in place to tell us when an application or server is not behaving properly. When an alarm is shown, it is immediately investigated, including looking for	Describe the currently implemented IDS/IPS.
HLNT-04	Are you employing any ne t-generation persistent threat (N PT) monitoring?	No	Our IT staff keeps up-to-date with technology announcements, security updates, and threat updates. We constantly monitor our systems for any odd behavior, and we have the ability to jump on these issues immediately.	Describe your intent to implement N PT monitoring.
HLNT-05	Do you require connectivity to the Institution's network for support/administration or access into any e isting systems for integration purposes?	Yes	This will vary based on the desires of the school's integration.	Describe the tools and technical controls implemented to secure remote access.
Incident andlin		**Vendor Answers**	**Additional Information**	**Guidance**
HLIH-01	Do you have a formal incident response plan?	Yes	All issues are reported to the helpdesk via email or phone, and the problem is escalated internally from there. Our helpdesk is monitored continously for major issues, and we also have many systems in place that will alert the IT staff immediately if an issue arises.	Summarize or provide a link to your formal incident response plan.
HLIH-02	Do you have an incident response process and reporting in place to investigate any potential incidents and report actual incidents?	Yes	All issues are reported to the helpdesk via email or phone, and the problem is escalated internally from there. Our helpdesk is monitored continously for major issues, and we also have many systems in place that will alert the IT staff immediately if an issue	Summarize your incident response and reporting processes.
HLIH-03	Do you carry cyber-risk insurance to protect against unforeseen service outages, data that is lost or stolen, and security incidents?	Yes	We have insurance to cover breaches, cyber e tortion, business interruption, etc. We can provide a declarations page from our insurance company upon request.	Summarize your cyber insurance strategy.
HLIH-04	Do you have either an internal incident response team or retain an e ternal team?	Yes	Our entire IT team is responsible for incident response.	Summarize your internal approach or reference your third party contractor.
HLIH-05	Do you have the capability to respond to incidents on a 24 7 365 basis?	Yes	We have many systems in place to tell us when an application or server is not behaving properly. When an alarm is shown, it is immediately investigated, including looking for intrusions.	Describe the implemented procedure for 24/7/365 coverage.
olicies rocedures and rocesses		**Vendor Answers**	**Additional Information**	**Guidance**
HLPP-01	Can you share the organization chart, mission statement, and policies for your information security unit?	Yes	President - Director - IT Staff All are involved with information security	Provide a links to these documents in Additional Information or attach them with your submission.
HLPP-02	Are information security principles designed into the product lifecycle?	Yes	Information security is stressed continuously during the product life cycle. As new threats and advisories are released, they are shared with the entire team and we analyze how this impacts our programs.	Summarize the information security principles designed into the product lifecycle.
HLPP-03	Do you have a documented information security policy?	Yes		Provide a reference to your information security policy or submit documentation with this fully-populated H C AT-Lite.
ird arty Assessment			Additional Information	Guidance
HLTP-01	Will institution data be shared with or hosted by any third parties? (e.g. any entity not wholly-owned by your company is considered a third-party)	Yes	Amazon Web Services for hosting.	State each third party which institutional data will be shared with and/or hosted by and their level of responsibility.
HLTP-02	Do you perform security assessments of third party companies with which you share data? (i.e. hosting providers, cloud services, PaaS, IaaS, SaaS, etc.).	Yes	While we strive to do everything we can in-house, sometimes a need will arise to use a third-party service. All third-party companies are thoroughly vetted for security and reliability, as evidenced by the other partners they work with. ost of the third-party vendors we use are used by many other companies in our industry.	Provide a summary of your practices that assures that the third party will be subject to the appropriate standards regarding security, service recoverability, and confidentiality.
HLTP-03	Do you have an implemented third party management strategy?	Yes	While we strive to do everything we can in-house, sometimes a need will arise to use a third-party service. All third-party companies are thoroughly vetted for security and reliability, as evidenced by the other partners they work with. ost of the third-party vendors we use are used by many other companies in our industry.	Provide additional information that may help analysts better understand your environment and how it relates to third-party solutions.
HLTP-04	Do you have a process and implemented procedures for managing your hardware supply chain? (e.g., telecommunications equipment, export licensing, computing devices)	No	All our services are cloud-based, so there is no hardware supply chain.	State your plans to create a process and implemented procedures for managing your hardware supply chain.

APPENDIX F

Report Samples

Reports

Customers
- Customers
- Adverse Communications
- Buyouts
- Chargeback
- Writeoffs
- Charge Account Payments
- ACCOUNTS Last Import Details
- ACCOUNTS Last Schedule File Import
- SMS Messages Sent
- ReadyText Customers

Products
- Digital Codes
- Alternate Products
- Product Packages

Inventory
- Inventory
- Inventory By Category
- Merchandise
- Negative Inventory
- Inventory Pricing
- Book Status By EAN I ISBN
- Expired

Purchasing
- Ordered and Returnable Inventory
- Order Items Received
- Order Items Pending
- Term Order Items

Rental System
- Rental Items
- Rental Items Outstanding
- Rentals Metrics

BookBuyer
- BookBuyer

Sales
- Sales
- Sales with Refunds
- Sales Calendar
- Itemized Sales
- X-out Summary Sales
- Sales Detailed
- Daily Sales Summary
- Discounted Sales
- Discounted Web Order Sales
- Sales by Payment Type per Tax Category
- Suspended Sales
- Sales By Athletics Department
- Buybacks
- Store Charge Sales
- Hourly Sales
- eBook Sales
- Digital Sales
- Publisher Rental Only - Itemized
- Publisher Rental Only - Summary

Accounting
- Payments
- Credit Ledger
- Profit and Loss

Courses
- Courses
- Courses Without Materials
- Compare Term Courses

Cyebersource
- Cybersource Queue

Commission
- Commission

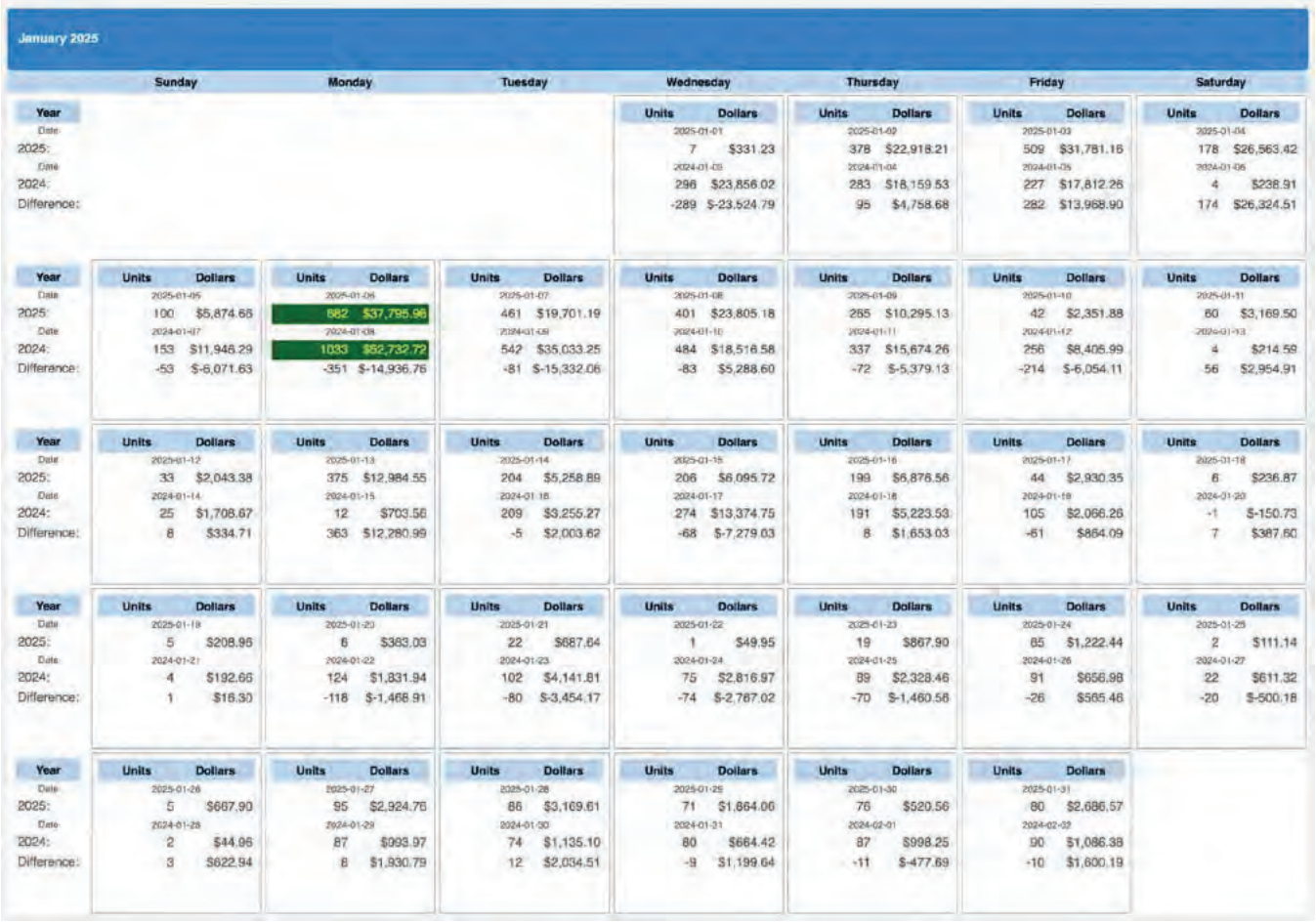
Pearson
- Status
- Refund Eligibility

Sales 01 January 2025 - 03 February 2025 Generated 03 February 2025

	Counts							Pre Tax				Tax				Subtotals w/Tax				Summary		
Category Name	Sale	Refund	Rental	Rental Refund	Return	Buyback	Exempt	Sale	Refund	Rental	Rental Refund	Sale	Refund	Rental	Rental Refund	Sale	Rental	Buyback	Exempt	Net	Tax	Gross Sales
Apparel	128	3	0	0	0	0	0	4274.69	-94.86	0.00	0.00	256.86	-5.70	0.00	0.00	4430.99	0.00	0.00	0.00	4179.83	251.16	4430.99
best buy	0	1	0	0	0	0	1	0.00	-9.99	0.00	0.00	0.00	0.00	0.00	0.00	-9.99	0.00	0.00	0.00	-9.99	0.00	-9.99
Books	2	6	0	0	0	0	7	234.80	-864.27	0.00	0.00	11.76	0.00	0.00	0.00	-617.71	0.00	0.00	38.86	-629.47	11.76	-617.71
Course Supplies	1626	58	0	0	0	0	92	82157.63	-3606.51	0.00	0.00	4539.67	-192.29	0.00	0.00	82898.50	0.00	0.00	6045.36	78551.12	4347.38	82898.50
Food & Beverages	126	0	0	0	0	0	0	322.81	0.00	0.00	0.00	19.72	0.00	0.00	0.00	342.53	0.00	0.00	0.00	322.81	19.72	342.53
General Taxed	8	13	0	0	0	0	8	1454.55	-1449.28	0.00	0.00	87.30	-48.31	0.00	0.00	44.26	0.00	0.00	0.00	5.27	38.99	44.26
Gifts & Accessories	28	0	0	0	0	0	0	348.60	0.00	0.00	0.00	21.00	0.00	0.00	0.00	369.60	0.00	0.00	0.00	348.60	21.00	369.60
Personal Care	57	0	0	0	0	0	0	215.13	0.00	0.00	0.00	13.13	0.00	0.00	0.00	228.26	0.00	0.00	0.00	215.13	13.13	228.26
Regalia	5	0	0	0	0	0	0	143.75	0.00	0.00	0.00	8.64	0.00	0.00	0.00	152.39	0.00	0.00	0.00	143.75	8.64	152.39
School Supplies	3367	37	0	0	0	0	129	28705.83	-2495.85	0.00	0.00	1109.39	-24.91	0.00	0.00	27294.46	0.00	0.00	10347.90	26209.98	1084.48	27294.46
Shipping	380	17	0	0	0	0	1	2852.46	-35.13	0.00	0.00	1.57	-0.14	0.00	0.00	2818.76	0.00	0.00	62.05	2817.33	1.43	2818.76
TBB Tech	62	7	0	0	0	0	0	40598.14	-4936.65	0.00	0.00	2436.06	-296.22	0.00	0.00	37801.33	0.00	0.00	0.00	35661.49	2139.84	37801.33
Textbooks	9977	594	1362	91	49	183	758	746401.35	-48022.79	79874.67	-4788.43	41203.85	-2743.91	4793.88	-287.58	736838.50	79592.54	2828.51	55954.54	773464.80	42966.24	816431.04
Transportation Pass	111	2	0	0	0	0	68	6300.00	-400.00	0.00	0.00	30.00	-12.00	0.00	0.00	5918.00	0.00	0.00	3150.00	5900.00	18.00	5918.00
Total	15877	738	1362	91	49	183	1064	914009.74	-61915.33	79874.67	-4788.43	49738.95	-3323.48	4793.88	-287.58	898509.88	79592.54	2828.51	75598.71	927180.65	50921.77	978102.42

Sales 31 January 2025 - 31 January 2025 Generated 03 February 2025

Ean	Item/Title	Author/Brand	Edition	Copyright	Edition flag	Publisher	On hand new	On hand used	Pending ecom new	Pending ecom used	Paid total	Paid count	New count	Used count	Digital count	Digital total	Ebook count	Ebook total	Chargeback total	Chargeback count	Chargeback new count	Chargeback used count	Refund total	Refund count	Buyback total	Buyback count	Rental total	Rental count	Rental refund total	Rental refund count	New cost	Used cost	Category name
2703028768676	Augusta Jaguars Hooded Sweatshirt	323 Sports	Gray	Medium		SWEATSHIRTS-GRAY-MEDIUM-1521	0	0	0	0	39.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	20.00	0.00	Clothing & Apparel
10295434	Vintage Augustus Hooded Sweatshirt w/ Pocket	323 Sports	Gray	XL		10295434	6	0	0	0	45.00	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	22.50	0.00	Clothing & Apparel
10295311	Vintage Augustus Long Sleeve Tee	323 Sports	Heather Navy	XL		10295311	1	0	0	0	21.60	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	16.50	0.00	Clothing & Apparel
10285022	Ladies Paradise 3/4 sleeve shirt with Stacked Belltower	Alphabroder	Navy	XS		CLOTHING-NAVY-XS-870	1	0	0	0	25.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	6.40	0.00	Clothing & Apparel
10284957	AU Stacked Belltower gift bag	Andrews	Silver/Navy	Large		GIFTSACCESSOR-SILVERNAVY-LARGE-370	12	0	0	0	6.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	1.63	0.00	Gifts & Accessories
10180259	vinyl cream gloves	Andrews	White & Blue	Standard		SCHOOLSUPPLIES-WHITEBLUE-STANDARD-999	83	0	0	0	0.59	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.36	0.00	Supplies & Equipment
714839402194	Mom Augusta University Decal	Angelus Pacific CO. INC.	Blue/White	N/A			15	0	0	0	5.00	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	3.33	0.00	Gifts & Accessories
9898989898898	ANTHOLOGY PORTFOLIO SUBSCRIPTION - 1 YEAR	ANTHOLOGY PORTFOLIO	N/A				0	0	892	0	49.95	1	0	0	1	49.95	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	50.00	0.00	Textbooks
197013299221	Augusta Tartan Pajama Pants	Boxercraft	Tartan	XL			6	0	1	0	29.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	19.81	0.00	Clothing & Apparel
197013299191	Augusta Tartan Pajama Pants	Boxercraft	Tartan	Small			5	0	1	0	27.00	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	19.81	0.00	Clothing & Apparel
10006092	Vinyl Exam Gloves - 3 pair	Care Express	Cream	Medium		SCHOOLSUPPLIES-CREAM-MEDIUM-278	40	0	1	0	1.49	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.22	0.00	Supplies & Equipment
10006320	Vinyl Exam Gloves - 3 pair	Care Express	Cream	Large		SCHOOLSUPPLIES-CREAM-LARGE-278	63	0	1	0	1.49	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.24	0.00	Supplies & Equipment
10079409	Patch Application	Communigraphics	Standard	Standard		MEDICALSUPPLIE-STANDARD-STANDARD-1012	556	0	0	0	7.45	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	2.50	0.00	Supplies & Equipment
167188	Canon Pixma TR7020a Wireless Color All in One Printer	Douglas Stewart	Black	Standard			0	0	0	0	79.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	72.57	0.00	Supplies & Equipment
149804	Dell XPS 13 Laptop Nontouch	Douglas Stewart	Silver	13"			0	0	0	0	999.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	899.99	0.00	Supplies & Equipment
163575	Logitech M170 Wireless Mouse Rose	Douglas Stewart	Rose Gold	Standard			0	0	0	0	12.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	11.08	0.00	Supplies & Equipment
078787031043	Oxford 3x5 Ruled Index Cards (100ct)	Douglas Stewart	Standard	Standard			61	0	0	0	1.69	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	2.92	0.00	Supplies & Equipment
792360144011	SAFETY GOGGLES	DOUGLAS STEWART	CLEAR	STANDARD		SCHOOLSUPPLIES-CLEAR-STANDARD-275	416	0	2	0	6.98	2	2	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	1.32	0.00	Supplies & Equipment
166295	Sony Wireless Noise Cancelling Headphones Smoky Pink	Douglas Stewart	Pink	Standard			0	0	0	0	399.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	270.98	0.00	Supplies & Equipment
840177293269	Thread Wallets Elastic Wallets Multi Sanders	Douglas Stewart	Standard	Standard			1	0	0	0	15.00	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	8.18	0.00	Gifts & Accessories
884186661651	Augusta Jaguars Logo Tee	Freedom Wear	White	XL		CLOTHING-WHITE-XL-409	0	0	0	0	14.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	6.00	0.00	Clothing & Apparel
897947666631	Augusta Jaguars Logo Tee	Freedom Wear	Silver/Navy	Large		CLOTHING-SILVERNAVY-LARGE-410	1	0	0	0	12.00	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	6.00	0.00	Clothing & Apparel
313785919324	Augusta University Belltower Hooded Sweatshirt	Freedom Wear	Royal	Small		SWEATSHIRTS-ROYAL-SMALL-1454	2	0	0	0	44.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	21.00	0.00	Clothing & Apparel
729412143379	Augusta University Dad LS Tee	Freedom Wear	Blue/Cyan	XL		CLOTHING-BLUECYAN-XL-1512	4	0	0	0	23.20	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	12.00	0.00	Clothing & Apparel
113934133285	Augusta University Logo Crewneck Sweatshirt	Freedom Wear	Oxford	XL		SWEATSHIRTS-OXFORD-XL-1340	0	0	0	0	34.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	15.75	0.00	Clothing & Apparel
838979995219	Jaguar Wordmark Fleece Jogger	Freedom Wear	Navy	XL		CLOTHING-NAVY-XL-738	7	0	5	0	42.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	20.85	0.00	Clothing & Apparel
842347352211	Jaguar Wordmark Fleece Jogger	Freedom Wear	Navy	Large		CLOTHING-NAVY-LARGE-738	7	0	1	0	34.40	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	20.85	0.00	Clothing & Apparel
10295045	Medical College of Georgia Dad Tee	Freedom Wear	Navy	XL		CLOTHING-NAVY-XL-845	3	0	0	0	13.60	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	7.00	0.00	Clothing & Apparel
771836595528	Medical College of Georgia Hooded Sweatshirt	Freedom Wear	Navy/White	Medium		SWEATSHIRTS-NAVYWHITE-MEDIUM-1346	3	0	0	0	44.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	Clothing & Apparel
339679284458	Medical College of Georgia Hooded Sweatshirt	Freedom Wear	Navy/White	Large		SWEATSHIRTS-NAVYWHITE-LARGE-1346	2	0	0	0	36.00	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	Clothing & Apparel
638524232331	Medical College of Georgia Hooded Sweatshirt	Freedom Wear	Navy/White	XL		SWEATSHIRTS-NAVYWHITE-XL-1346	2	0	0	0	36.00	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	Clothing & Apparel
241633389416	Medical College of Georgia Mom Tee	Freedom Wear	Navy	Large		TSHIRTS-NAVY-LARGE-844	8	0	0	0	13.60	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	8.00	0.00	Clothing & Apparel
933286147555	Medical College of Georgia Mom Tee	Freedom Wear	Navy	Medium		TSHIRTS-NAVY-MEDIUM-844	9	0	0	0	13.60	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	8.00	0.00	Clothing & Apparel
388869181459	Medical College of Georgia Tee	Freedom Wear	Black	Large		LABCOATSSCRU-BLACK-LARGE-1410	4	0	0	0	16.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	8.00	0.00	Clothing & Apparel
10205495	CSI AU Carriage Desk Clock	Jardine	Cherry Wood grain	Standard			0	0	0	0	106.20	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	77.30	0.00	Gifts & Accessories
10206171	CSI DCG Napoleon Desk Cock	Jardine	Silver	Standard		GIFTSACCESSOR-SILVER-STANDARD-671	2	0	0	0	0.00	0	0	0	0	0.00	0	0.00	0.00	0	0	0	97.20	1	0.00	0	0.00	0	0.00	0	53.85	0.00	Gifts & Accessories
10191583	Jar Belltower Bow Tie	Jardine	Blue/Silver	Standard		CLOTHING-BLUESILVER-STANDARD-218	32	0	0	0	15.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	7.16	0.00	Gifts & Accessories
040000000327	M&M Peanut	Kellis Gift Shop	Standard	1.74 OZ		FOOD-STANDARD-174OZ-46	46	0	0	0	1.76	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	1.49	0.00	Food Taxed
072779055639	Mamba Fruit Chews 3 Brick Stick	Kellis Gift Shop	Standard	Standard			22	0	0	0	1.76	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	1.49	0.00	Food Taxed
038000845529	Pringles Grab & Go	Kellis Gift Shop	Green	Standard			11	0	0	0	1.35	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	1.17	0.00	Food Taxed
034002809	Reeses White Chocolate	Kellis Gift Shop	Standard	Standard			21	0	0	0	1.95	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	1.26	0.00	Food Taxed
816444014967	Tootsie Fruit Chews	Kellis Gift Shop	Assorted	0.33 Oz			259	0	0	0	0.24	2	2	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.09	0.00	Food Taxed
03450204	Twizzlers	Kellis Gift Shop	n/a	1.25oz			16	0	0	0	1.49	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	1.26	0.00	Food Taxed
9781506358154	PUBLIC POLICY	KRAFT	6TH 18		OE	SAGE	1	1	0	0	0.00	0	0	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	29.95	1	0.00	11.94	Textbooks
684418511299	AU Lanyard	MCM Brands	Gray	3/8 inch		GIFTSACCESSOR-GRAY-38INCH-362	87	0	0	0	3.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	1.40	0.00	Gifts & Accessories
10295694	Augusta University Mom / Dad Mug	MCM Brands	dad	Standard		GIFTSACCESSOR-DAD-STANDARD-1036	17	0	0	0	4.80	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	2.95	0.00	Gifts & Accessories
684418606537	Jag Head Cotton Drawstring Bag w/Pocket	MCM Brands	Khaki	Standard			26	0	1	0	9.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	Gifts & Accessories
10180051	Stemless Wine Glass AU Seal	Neil Enterprises INC	Glass	17oz		GIFTSACCESSOR-GLASS-17OZ-61	69	0	0	0	29.98	2	2	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	6.99	0.00	Gifts & Accessories
10119099	CLi 3 Loose Leaf Rings	Pens, Etc	Standard	2 inch		SCHOOLSUPPLIES-STANDARD-2-81	8	0	0	0	1.75	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	1.03	0.00	Supplies & Equipment
026487723942	CLi Correction Tape	Pens, Etc	Standard	Standard			-1	0	0	0	1.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	1.47	0.00	Supplies & Equipment
025215341076	Jelleez Ear Buds	Pens, Etc	Black	Standard			1	0	0	0	9.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	5.00	0.00	Supplies & Equipment
012534331482	Redi-Tag Index Tabs	Pens, Etc	Standard	Standard			3	0	0	0	1.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	1.37	0.00	Supplies & Equipment
085288678103	Standard Vinyl Horizontal Badge Holder	Pens, Etc	Standard	Standard		SCHOOLSUPPLIES-STANDARD-STANDARD-40	162	0	0	0	6.29	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	4.17	0.00	Supplies & Equipment
10282427	RFSJ Pewter AU Entrance Ornament Fountain	RFSJ	Pewter	Standard		GIFTSACCESSOR-PEWTER-STANDARD-623	2	0	0	0	19.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	11.00	0.00	Gifts & Accessories
070972775176	Blue Book	Roaring Springs Paper C.	Standard	Standard		SCHOOLSUPPLIES-STANDARD-STANDARD-30	174	0	0	0	5.85	13	13	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	21.01	0.00	Supplies & Equipment
070972103221	Notebook - 1 Subject	Roaring Springs Paper C.	Standard	Standard		SCHOOLSUPPLIES-STANDARD-STANDARD-28	353	0	0	0	1.79	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	1.19	0.00	Supplies & Equipment
026487650163	CLi 5 Loose Leaf Rings	Service Wholesale	Standard	1 inch			5	0	0	0	1.75	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.97	0.00	Supplies & Equipment
9780357630921	INTRO.TO CRIMINAL JUSTICE	SIEGEL	17TH 22			CENGAGE L	0	0	0	0	64.79	1	0	0	0	0.00	1	64.79	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	Textbooks
10131510	Augusta University Padfolio	Spirit Products LTD	Navy	Standard		GIFTSACCESSOR-NAVY-STANDARD-1503	4	0	0	0	27.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	16.60	0.00	Gifts & Accessories
10582412	Augusta University Golf Umbrella	Storm Duds	Navy/White	Standard		GIFTSACCESSOR-NAVYWHITE-STANDARD-1554	44	0	0	0	27.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	16.76	0.00	Gifts & Accessories
10079805	MCG Student Lab Coat 180 UNISEX	Superior Uniform Group	White	Large		CLOTHING-WHITE-LARGE-495	5	0	0	0	46.15	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	21.19	0.00	Clothing & Apparel
10122747	Student Lab Coat 482	Superior Uniform Group	White	36		CLOTHING-WHITE-36-173	30	0	0	0	28.95	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	18.46	0.00	Clothing & Apparel
10119716	Student Lab Coat 482	Superior Uniform Group	White	40		CLOTHING-WHITE-40-173	31	0	0	0	28.95	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	18.46	0.00	Clothing & Apparel
10122761	Student Lab Coat 482	Superior Uniform Group	White	42		CLOTHING-WHITE-42-173	-1	0	3	0	28.95	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	18.46	0.00	Clothing & Apparel
10234181	TCK Home And Away Socks	TCK	Black/White	Select below		CLOTHING-BLACKWHITE-LARGE-1001	0	0	0	0	15.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	8.69	0.00	Gifts & Accessories
074319362203	Top Belltower AU 2 Pocket Folders	Tops Products	White & Blue	Standard		SCHOOLSUPPLIES-WHITEBLUE-STANDARD-958	21	0	0	0	0.99	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.39	0.00	Supplies & Equipment
197837343384	Under Armour Tech 2.0 Tee	Under Armour	Gray	XL		TSHIRTS-GRAY-XL-1376	3	0	0	0	30.00	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	17.50	0.00	Clothing & Apparel
198440965369	Under Armour Tech Hood Longsleeve Tee	Under Armour	Black	2XL		TSHIRTS-BLACK-2XL-1384	2	0	0	0	45.00	1	1	0	0	0.00	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	23.50	0.00	Clothing & Apparel
9780357988817	SOUTH-WEST.FED.:COMP.25	YOUNG	48TH 25		NE	CENGAGE L	0	0	1	0	75.58	1	0	0	1	75.58	0	0.00	0.00	0	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0.00	Textbooks



January 2025

Year	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
	Date		Date		Date		Date		Date		Date		Date	
2025:							2025-01-01		2025-01-02		2025-01-03		2025-01-04	
							7	$331.23	378	$22,918.21	509	$31,781.16	178	$26,563.42
	Date		Date		Date		Date		Date		Date		Date	
2024:							2024-01-01		2024-01-02		2024-01-03		2024-01-04	
							296	$23,856.02	283	$18,159.53	227	$17,812.26	4	$238.91
Difference:							-289	$-23,524.79	95	$4,758.68	282	$13,968.90	174	$26,324.51

Year	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
	Date		Date		Date		Date		Date		Date		Date	
2025:	2025-01-05		2025-01-06		2025-01-07		2025-01-08		2025-01-09		2025-01-10		2025-01-11	
	100	$5,874.65	682	$37,795.96	461	$19,701.19	401	$23,805.18	265	$10,295.13	42	$2,351.88	60	$3,169.50
	Date		Date		Date		Date		Date		Date		Date	
2024:	2024-01-07		2024-01-08		2024-01-09		2024-01-10		2024-01-11		2024-01-12		2024-01-13	
	153	$11,946.29	1033	$52,732.72	542	$35,033.25	484	$18,516.58	337	$15,674.26	256	$8,405.99	4	$214.59
Difference:	-53	$-6,071.63	-351	$-14,936.76	-81	$-15,332.06	-83	$5,288.60	-72	$-5,379.13	-214	$-6,054.11	56	$2,954.91

Year	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
	Date		Date		Date		Date		Date		Date		Date	
2025:	2025-01-12		2025-01-13		2025-01-14		2025-01-15		2025-01-16		2025-01-17		2025-01-18	
	33	$2,043.38	375	$12,984.55	204	$5,258.89	206	$6,095.72	199	$6,878.56	44	$2,930.35	6	$236.87
	Date		Date		Date		Date		Date		Date		Date	
2024:	2024-01-14		2024-01-15		2024-01-16		2024-01-17		2024-01-18		2024-01-19		2024-01-20	
	25	$1,708.67	12	$703.56	209	$3,255.27	274	$13,374.75	191	$5,223.53	105	$2,066.26	-1	$-150.73
Difference:	8	$334.71	363	$12,280.99	-5	$2,003.62	-68	$-7,279.03	8	$1,653.03	-61	$864.09	7	$387.60

Year	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
	Date		Date		Date		Date		Date		Date		Date	
2025:	2025-01-19		2025-01-20		2025-01-21		2025-01-22		2025-01-23		2025-01-24		2025-01-25	
	5	$208.95	6	$383.03	22	$687.64	1	$49.95	19	$867.90	65	$1,222.44	2	$111.14
	Date		Date		Date		Date		Date		Date		Date	
2024:	2024-01-21		2024-01-22		2024-01-23		2024-01-24		2024-01-25		2024-01-26		2024-01-27	
	4	$192.66	124	$1,831.94	102	$4,141.81	75	$2,816.97	89	$2,328.46	91	$656.98	22	$611.32
Difference:	1	$16.30	-118	$-1,468.91	-80	$-3,454.17	-74	$-2,767.02	-70	$-1,460.56	-26	$565.46	-20	$-500.18

Year	Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
	Date		Date		Date		Date		Date		Date			
2025:	2025-01-26		2025-01-27		2025-01-28		2025-01-29		2025-01-30		2025-01-31			
	5	$667.90	95	$2,924.76	66	$3,169.61	71	$1,864.06	76	$520.56	80	$2,686.57		
	Date		Date		Date		Date		Date		Date			
2024:	2024-01-28		2024-01-29		2024-01-30		2024-01-31		2024-02-01		2024-02-02			
	2	$44.96	87	$993.97	74	$1,135.10	80	$664.42	87	$998.25	90	$1,086.38		
Difference:	3	$622.94	8	$1,930.79	12	$2,034.51	-9	$1,199.64	-11	$-477.69	-10	$1,600.19		

Sample Bookstore

Profit and Loss by Month

January 2025

	JAN 2025	TOTAL
Income		
400 POS Sales		$0.00
401 Daily Sales	180,947.14	$180,947.14
401.2 Sales-Soft Goods	36,373.10	$36,373.10
425 Book Rentals	18,783.00	$18,783.00
Total 400 POS Sales	**236,103.24**	**$236,103.24**
402 Internet Sales	4,971.05	$4,971.05
402.2 Internet Sales - FBA	3,407.47	$3,407.47
404 Wholesales/Buyers Guides	56.40	$56.40
431 Inclusive Access	532,712.02	$532,712.02
451 Write Offs/Recoveries	-114.08	$ -114.08
Total Income	**$777,136.10**	**$777,136.10**
Cost of Goods Sold		
500 Cost of goods sold - Soft Goods	19,063.29	$19,063.29
501 Cost of Goods Sold - Textbooks	375,855.28	$375,855.28
522 Online Sales Fees	728.55	$728.55
551 Shipping	175.33	$175.33
Total Cost of Goods Sold	**$395,822.45**	**$395,822.45**
GROSS PROFIT	**$381,313.65**	**$381,313.65**
Expenses		
602 Accounting Expense		$0.00
602.1 Accounting Fees	340.00	$340.00
Total 602 Accounting Expense	**340.00**	**$340.00**
613 Bank Charges	48.75	$48.75
636 Computer Expense	3,065.79	$3,065.79
641 Credit Card Merchant Fees	1,021.36	$1,021.36
800 Register (Over)Short	-528.77	$ -528.77
Total Expenses	**$3,947.13**	**$3,947.13**
NET OPERATING INCOME	**$377,366.52**	**$377,366.52**
Other Income		
490 Miscellaneous Income	170.53	$170.53
Total Other Income	**$170.53**	**$170.53**
NET OTHER INCOME	**$170.53**	**$170.53**
NET INCOME	**$377,537.05**	**$377,537.05**

GEORGIA NORTHWESTERN TECHNICAL COLLEGE

Summer/Fall 2021 Semester Review

PERFORMANCE AGENDA

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Management Team

Robert Batcheller
President
rbatcheller@textbookbrokers.com
(479)-970-0410

Nick Sherrod
Regional Sales Director
nsherrod@textbookbrokers.com
(615)-943-9433

James Cowden
Regional Operations Manager
jcowden@textbookbrokers.com
(931) 247-3588

Bookstore Performance

SUMMER UNITS SOLD SUMMARY		
Category Name	Summer 2020	Summer 2021
Accessories	$370.38	$272.49
Auto	$83.00	$63.46
Bags	$859.65	$747.31
Best Buy	$0.00	$8,155.28
Beverages	$159.60	$685.00
Drinkware	$729.84	$841.62
Food Taxed	$0.00	$13.02
General Taxed	$9,969.08	$10,012.83
General Untaxed	$0.00	$ 111.30
Hats	$ 335.92	$ 516.73
Health & Beauty	$3.95	$884.61
Jackets	$909.65	$ 936.56
Manikins	$49.95	$0.00
School Supplies	$2,201.62	$ 1,371.50
Short Sleeve	$1,218.39	$2,558.25
Snacks	$87.76	$449.09
Sweatshirts	$0.00	$29.37
Technology	$13,493.12	$10,175.46
Textbook Purchase	$210,470.23	$209,391.81
Textbook Rental	$26,620.78	$11,825.45
Totals	**$264,451.65**	**$259,041.14**

Bookstore Performance

SUMMER UNITS SOLD SUMMARY		
Category Name	Summer 2020	Summer 2021
Accessories	36	27
Auto	17	15
Bags	18	18
Best Buy	0	108
Beverages	78	295
Drinkware	41	47
Food Taxed	0	12
General Taxed	162	349
General Untaxed	0	14
Hats	19	31
Health & Beauty	1	19
Jackets	31	40
Manikins	1	0
School Supplies	456	290
Short Sleeve	79	179
Snacks	87	466
Sweatshirts	0	1
Technology	111	65
Textbook Purchase	1972	2034
Textbook Rental	508	291
Totals	**3,617**	**4,301**

Bookstore Performance

FALL GROSS SALES SUMMARY		
Category Name	Fall 2020	Fall 2021
Accessories	$1,126.60	$456.36
Auto	$160.58	$75.57
Bags	$2,518.20	$1,453.41
Best Buy	$0.00	$33,459.85
Beverages	$877.87	$1,000.36
Calculator	$773.70	$0.00
Drinkware	$0.00	$1,007.18
Food Taxed	$3,008.31	$53.33
General Taxed	$13,593.50	$15,874.68
Hats	$707.11	$585.31
Health & Beauty	$615.10	$209.42
Jackets	$2,709.58	$2,673.84
Manikins	$581.25	$133.90
School Supplies	$6,060.49	$3,254.17
Short Sleeve	$5,538.89	$4,082.10
Snacks	$327.05	$549.58
Technology	$40,375.26	$13,638.60
Textbook Purchase	$598,706.94	$591,744.11
Textbook Rental	$38,039.35	$23,854.80
Totals	**$715,719.58**	**$694,106.57**

Bookstore Performance

FALL UNITS SOLD SUMMARY		
Category Name	Fall 2020	Fall 2021
Accessories	124	43
Auto	36	18
Bags	68	37
Best Buy	0	393
Beverages	385	420
Calculator	6	0
Drinkware	144	62
Food Taxed	0	50
General Taxed	195	652
Hats	41	31
Health & Beauty	18	25
Jackets	79	85
Manikins	11	2
School Supplies	862	533
Short Sleeve	353	242
Snacks	321	590
Technology	336	103
Textbook Purchase	5,372	4,725
Textbook Rental	693	651
Totals	**9,044**	**8,662**

Bookstore Performance

FISCAL YEAR 2021 (5/1/21-4/30/22) COMMISSIONS	
Month	**Store Sales**
May	$229,918.22
June	$8,839.50
July	$20,283.42
August	$654,125.03
September	$10,300.60
October	$29,680.94
November	TBD
December	TBD
January	TBD
February	TBD
March	TBD
April	TBD
Total Sales	**$953,147.71**
Non-Commissionable Sales	**$165,952.25**
Net Sales	**$787,195.46**
Commission Paid	**$0. 00**
Total Commission Owed	**$63,440.58**

Bookstore Performance

FISCAL YEAR 2021 (5/1/21-4/30/22) COMMISSIONS STRUCTURE	
Type	**Amount**
Commission on Net Sales up to $750,000	8%
Commission on Net Sales from $750,000 to $1 Million	9.25%
Commission on Net Sales from $1 Million to $2 Million	10.25%
Commission on Net Sales over $2 Million	12.25%
Annually for Improvements and Renovations to the Facilities	Up to $25,000
Annual Bonus if Net Sales Exceed $1 Million	$12,000

Register Round-Ups

Addendum Follow-Up

AMENDMENT #2 TO THE AGREEMENT FOR CAMPUS BOOKSTORE GEORGIA NORTHWESTERN-SOLICITATION#82900-CVT0000010-CONTRACT#82900-19-CVT0000010

This Amendment #2 to the Agreement for Campus Bookstore Operations (Bookstore) at Georgia Northwestern Technical College (GNTC) is entered into as of the _____ of _____ 2021, by and between GNTC and BJJ Corporation (BJJ) for the operation and management of the GNTC Bookstore, is hereby amended under the following terms and conditions.

WHEREAS, GNTC and BJJ entered into an Agreement for the for the operation and management of the GNTC Bookstore with an effective date of May 1st, 2019; and

WHEREAS, BJJ assigned all of its right, title and interest in and to the Original Agreement to Contractor and GNTC accepted such assignment; and

WHEREAS, pursuant to Section B.2 Contract Renewal, GNTC has given BJJ notice of its intent to renew the Agreement for an additional term.

WHEREAS, GNTC and BJJ now desire to amend the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, GNTC and BJJ agree to amend the Agreement as follows:

1. **CONTRACT RENEWAL.** Both parties hereby agree that the contract will be renewed as follows:
    a. Beginning Date of New Contract Term. May 1st, 2021
    b. End Date of New Contract Term. April 30th, 2022

2. **COST PROPOSAL.** Both parties agree to update the Cost Proposal with changes to the Calculated Commission due to annual Gross Sales materially significantly decreasing as a result of removal of general education course materials by GNTC.

    BJJ agrees to pay GNTC under the following terms:
    a. 8% Commission on Net Sales up to $750,000
    b. 9.25% Commission on Net Sales from $750,000 to $1 Million
    c. 10.25% Commission on Net Sales from $1 Million to $2 Million
    d. 12.25% Commission on Net Sales over $2 Million
    e. Up to $25,000 annually for improvements and renovations to the facilities
    f. $12,000 annual bonus if Net Sales exceed $1 Million
    g. $3,000 in Scholarships each year

3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This

Addendum Follow-Up

Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS THEREOF, the parties have caused this Amendment to duly execute by their authorized representatives and to be effective as of the day and year appearing above.

On behalf of Georgia Northwestern Technical College:

_____

Kelly Barnes, Vice President of Administrative Services

On behalf of BJJ Corporation:

_____

Robert Batcheller, President

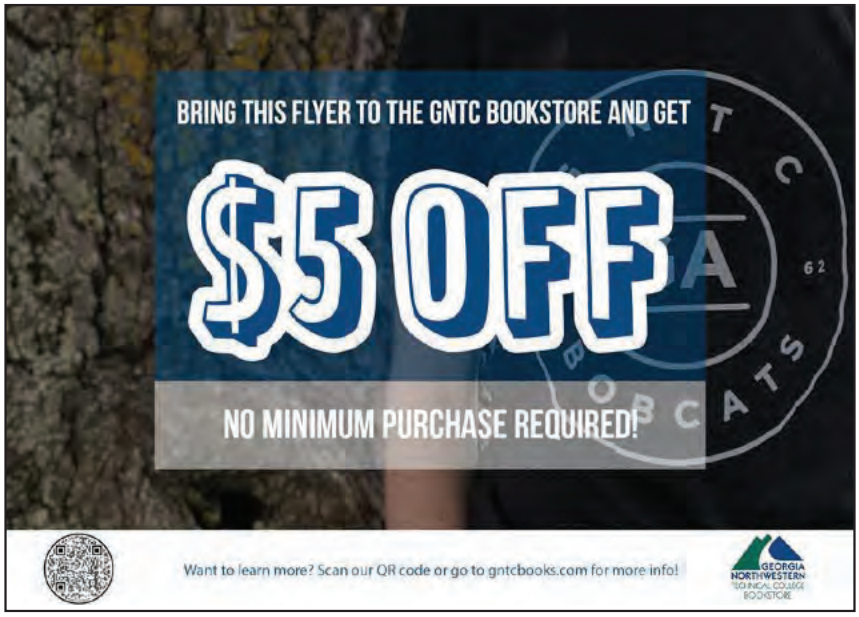
Date:_____

Course Adoptions

SUMMER ADOPTIONS OVERVIEW		
Type	Summer 2020	Summer 2021
Total Courses	456	451
# of Adoptions	263	275
No Text Courses	164	159
Missing Adoption Data	29	17
Total Adoptions Submitted	**427 (94%)**	**434 (96%)**

FALL ADOPTIONS OVERVIEW		
Type	Fall 2020	Fall 2021
Total Courses	935	918
# of Adoptions	565	681
No Text Courses	336	189
Missing Adoption Data	34	48
Total Adoptions Submitted	**901 (96%)**	**870 (95%)**

Faculty Appreciation Event



eCommerce

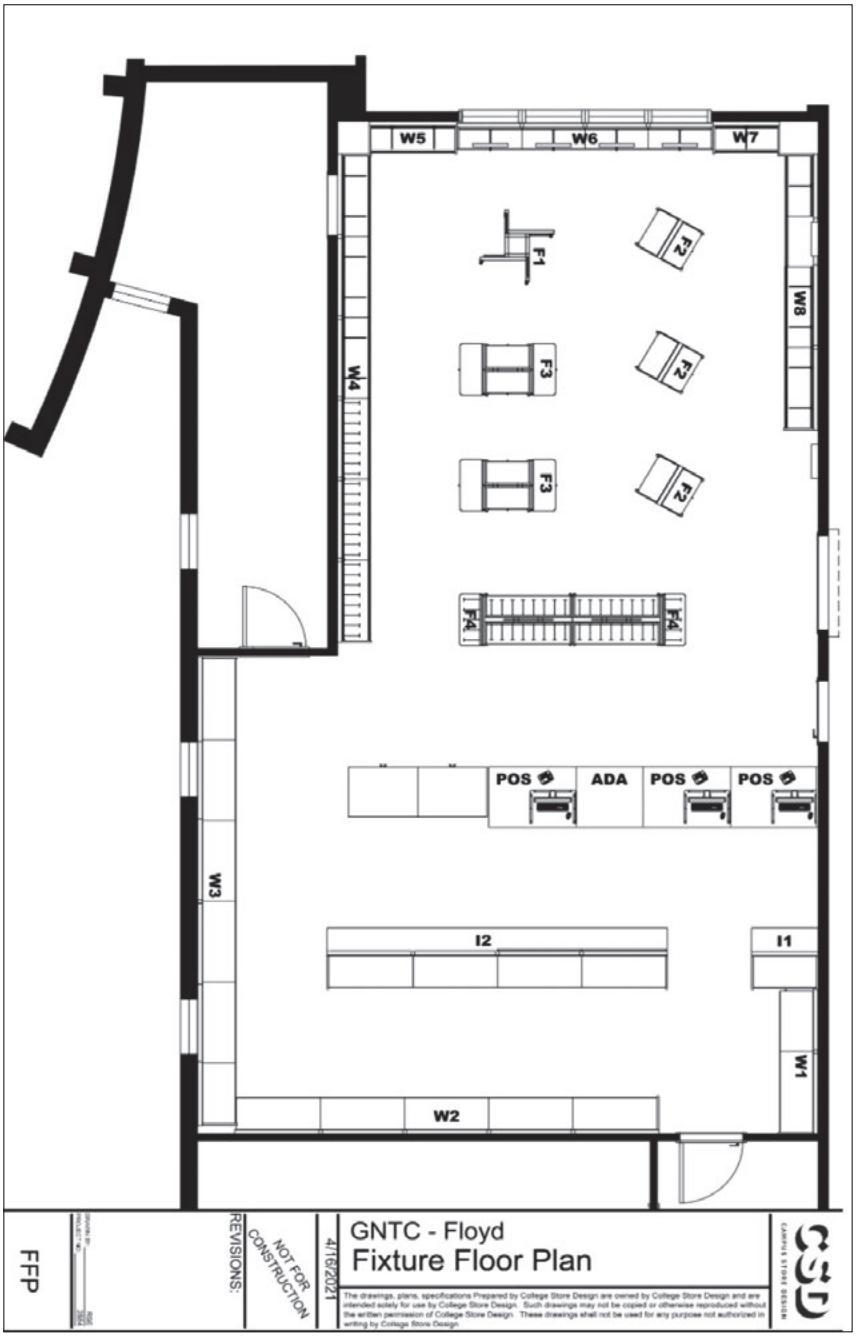
SUMMER ECOMMERCE OVERVIEW		
Type	Summer 2020	Summer 2021
# of eCommerce Orders	1,405	1,095
# of eCommerce Orders with Free Shipping	959	577
Total Free Shipping Savings	$7,569.50	$4,243.26

FALL ECOMMERCE OVERVIEW		
Type	Fall 2020	Fall 2021
# of eCommerce Orders	2,304	2,005
# of eCommerce Orders with Free Shipping	1,280	1,396
Total Free Shipping Savings	$9,727.91	$7,566.54

WHAT'S NEW

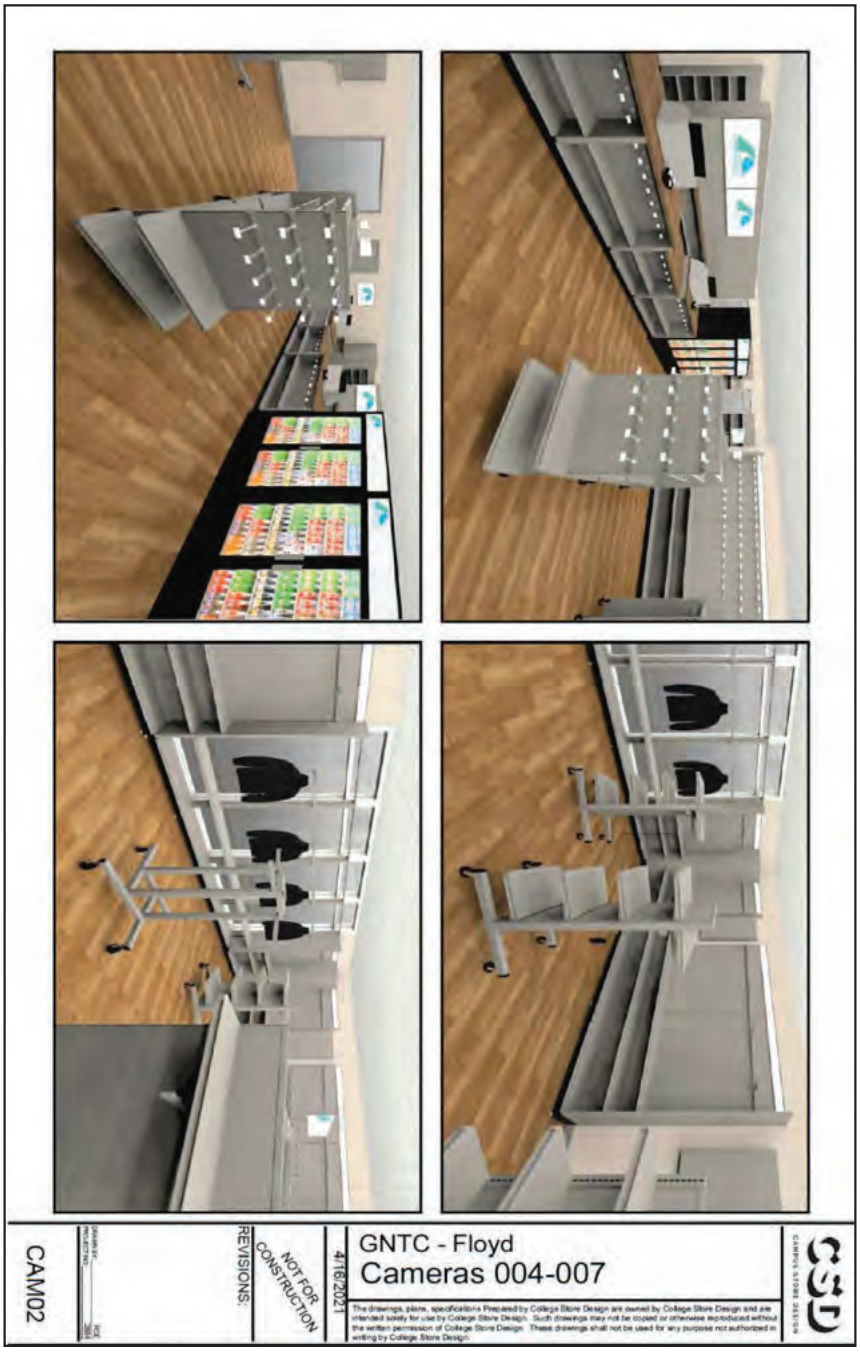
Piloting Best Buy Touchscreen Kiosks & Automated Lockers

Facility Follow-Up



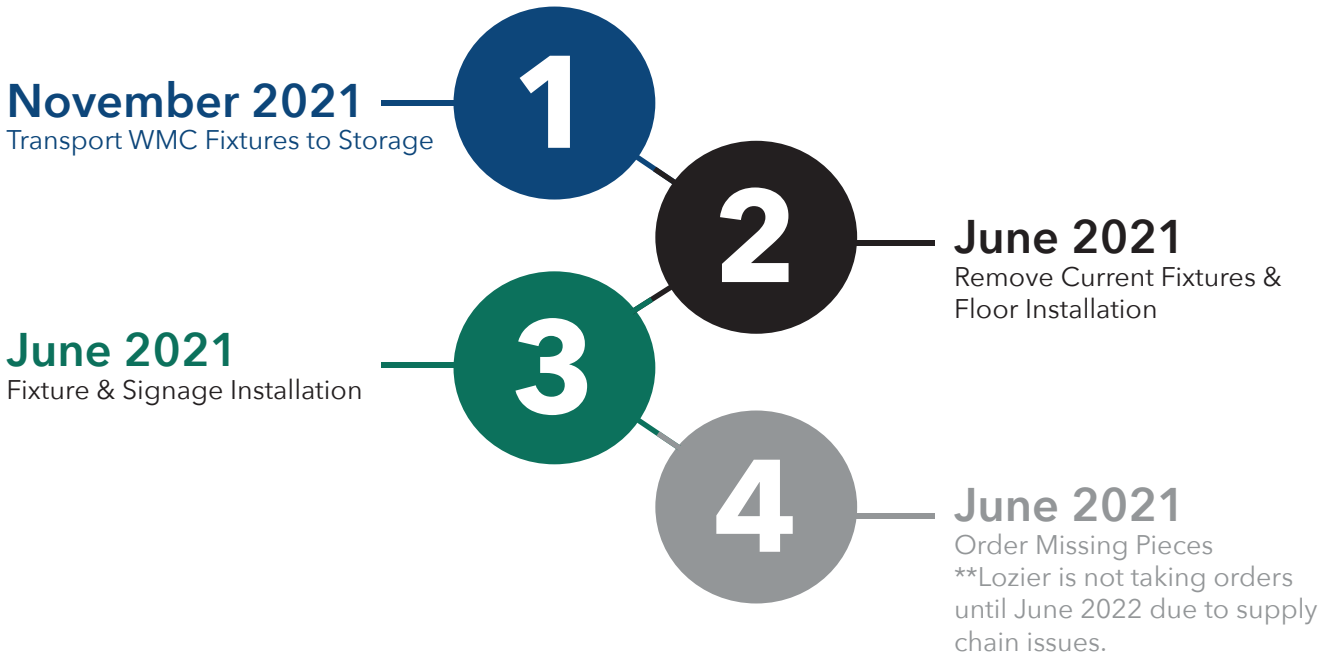
Facility Follow-Up

Facility Follow-Up



Facility Improvements Timeline

Floyd County Campus Bookstore



ACH Transfer

Are you interested in moving from checks to ACH transfer for financial aid and commission payments?

StudentFIRST Pricing & Buybacks

SUMMER AFFORDABILITY OVERVIEW		
Type	Summer 2020	Summer 2021
Average Price of Textbooks Sold	$106.73	$102.95
Average Price of Textbooks Rented	$52.40	$40.64
Overall Average Price Per Book	**$95.60**	**$95.15**

SUMMER BUYBACK OVERVIEW		
Type	Summer 2020	Summer 2021
Dollars Paid	$1,849.50	$461.00
Units Bought	110	50

FALL AFFORDABILITY OVERVIEW		
Type	Fall 2020	Fall 2021
Average Price of Textbooks Sold	$111.45	$125.24
Average Price of Textbooks Rented	$54.89	$36.64
Overall Average Price Per Book	**$104.99**	**$114.51**

FALL BUYBACK OVERVIEW		
Type	Fall 2020	Fall 2021
Dollars Paid	$500.00	TBD - Current is $460.50
Units Bought	26	TBD - Current is 36

Planning

Spring 2022 Bookstore Timeline

Marketing

SCHOLARSHIPS
Social Media
Email
Merch Promotions
GEORGIA NORTHWESTERN TECHNICAL COLLEGE BOOKSTORE
FREE Giveaways
SMS Messaging
Flyers
IN-STORE EVENTS

Goals

INCREASE STUDENT $AVINGS

EXPAND

Physical & Digital Marketing Initiatives

Build Upon Existing Facility Improvements

BOOST WEBSITE TRAFFIC

Further Improve Faculty Communications

APPENDIX G

Bank Reference

August 7, 2024

BJJ Corporation
1321 GREENLAND DR
MURFREESBORO, TN, 371302771, USA

IMPORTANT | Account Status Confirmation

Please accept this letter as confirmation that BJJ Corporation currently has an open and active account with JPMorgan Chase Bank, N.A. The account number is 888881668 (BJJ Corporation Reconciling Acct). The account open date is September 20, 2022.

Thank you for your business and the opportunity to serve you.

JPMorgan Chase Bank, N.A.

Please note, we do not verify funds availability, provide account statuses or other account information to third parties.

If you previously had accounts with First Republic Bank, your First Republic Bank routing numbers are still valid and active for use.

IMPORTANT INFORMATION: J.P. Morgan and Chase are marketing names for certain businesses of JPMorgan Chase & Co. ("JPMC") and its subsidiaries worldwide. Products and services may be provided by banking affiliates, securities affiliates or other JPMC affiliates or entities. Any examples used are generic, hypothetical and for illustration purposes only. Prior to making any financial or investment decisions, a client or prospect ("Client" or "you" as the context may require) should seek individualized advice from financial, legal, tax and other professional advisors that take into account all of the particular facts and circumstances of the Client's own situation. In no event shall JPMC or any of its directors, officers, employees or agents be liable for any use of, for any decision made or action taken in reliance upon or for any inaccuracies or errors in, or omissions from information in this content. We are not acting as any Client's agent, fiduciary or advisor, including, without limitation, as a Municipal Advisor under the Securities and Exchange Act of 1934. JPMC assumes no responsibility or liability whatsoever to any Client with respect to such matters, and nothing herein shall amend or override the terms and conditions in the agreement(s) between JPMC and any Client or other person.

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ABOUT THIS MESSAGE This letter gives you updates and information about your JPMC relationship.

APPENDIX H

Certificate of Liability Insurance

Client#: 660324 BJJCORPO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jessica Lang
Marsh & McLennan Agency LLC 1610 S Church Street Suite A Murfreesboro, TN 37130	PHONE (A/C, No, Ext): 615-869-1482 FAX (A/C, No): E-MAIL ADDRESS: Jessica.Lang01@MarshMMA.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Company	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BJJ Corporation dba Textbook Brokers
1321 Greenland
Murfreesboro, TN 37130

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ECP0249142	04/28/2024	04/28/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
				EBA0249142	04/28/2024	04/28/2025		$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Hired Auto Comp			EBA0249142	04/28/2024	04/28/2025	$50,000 Limit	
A	Hired Auto Coll			EBA0249142	04/28/2024	04/28/2025	$50,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Supplemental Name **

First Supplemental Name applies to all policies - Name Printed on DEC Page: BJJ Corporation dba Textbook Brokers

Policy# ECP0249142 - : BJJ Real Estate

Policy# ECP0249142 - : Textbook Technology, LLC

CERTIFICATE HOLDER

FOR INSURANCE PURPOSES ONLY
(BID)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

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JMJYL