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University of Mary Washington
Procurement Services

Standard Contract

UCPUMW 25-1828
Campus Store Operations

This contract, between Follett Higher Education Group, LLC, 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 "Participating Entities". 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. Notwithstanding anything to the contrary above, the final contract between any Participating Entity and/or Contractor will not include item 4 above and instead would be subject to and include the Participating Entities' Contractor's proposal and responses thereto.

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.

1. Contract Administrator Definition: The Contract Administrator ("CA") shall serve as the primary point of contact between the participating entity and the Contractor. The CA shall be responsible for monitoring the Contractor's compliance with the terms and conditions of the Agreement, overseeing performance and service

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quality, addressing operational issues, coordinating communications between the parties, and working with the participating entity's procurement and administrative offices regarding contract modifications, renewals, extensions, and other contract-related matters. The CA shall have authority to administer the Agreement on behalf of the participating entity but shall not have authority to amend the Agreement except as expressly authorized by the participating entity and applicable procurement regulations.

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.

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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.

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 0.5% 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.

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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 consistently maintain top health, safety, and sanitation inspection ratings.
    4. Fails to both maintain all required licenses and permits specifically required by applicable law or the Contract and fails to promptly rectify any such failure upon receipt of notice.
    5. Fails to pay any uncontested required taxes.
    6. Fails to comply with all applicable federal, state, and local laws and regulations.

D. Conciliation of Performance issues: If the University believes that the Contractor's performance has been consistently and materially substandard, prior to issuing any notice of default, the University shall document Contractor's performance failings with specificity and submit such documentation for review and corrective action to Contractor. 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, which approval shall not be unreasonably withheld, denied or delayed.

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

F. Continuation of Participating Entity Agreements Following Termination: For the avoidance of doubt, termination or expiration of this Agreement shall have no effect on any separate SOW between Contractor and any Participating Entity, all of which shall survive and remain enforceable in accordance with their respective terms, unless and until terminated in accordance therewith.

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G. 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.

H. Continued Operation after Termination or Expiration / Smooth Transition: If this Contract is terminated for any reason or expires without being renewed, 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 for purchase by successor vendor.
4. Upon specific request, reasonably document and explain to the UMW Contract Administrator any existing non-proprietary operating procedures 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.

I. 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 if applicable, or if not, in accordance with bookstore services industry general standards.

J. 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.

K. 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

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except that Contractor will not have to remove any University-approved improvements or renovations made during the Term. 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-

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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. Notwithstanding anything to the contrary herein, and for the avoidance of doubt, personally identifiable information, as referenced in this Section 8 does not include or apply to "Contractor Transaction Data" which means and refers to any and all information independently provided to and/or collected by Contractor, whether through transactions conducted at and/or through Contractor's point of sale (whether online or in a brick-and mortar Store), through users' interactions with website(s) and/or mobile applications operated by Contractor, and/or otherwise, and whether personally identifiable information or otherwise, which, as between the parties hereto, constitutes and shall at all times remain Contractor's proprietary data.

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 commercially reasonable 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

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iii. That both Contractor and University Contracting Officer will work in good faith 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, but not including Contractor Transaction 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. CONTRACTOR AND 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 Contractor will commence the Pre-Adverse and Adverse Action Process, in accordance with the Fair Credit Reporting Act.

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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 no more than once per year unless such audit reveals any issues.

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

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

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

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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 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. 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

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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.

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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. For invoices issued to and paid directly by the University or other participating entity, 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.

    For the avoidance of doubt, this provision applies only to purchases invoiced to and paid directly by the University or a participating entity. This provision shall not apply to individual retail transactions conducted by students, faculty, staff, alumni, visitors, or other customers through campus store point-of-sale systems, e-commerce platforms, marketplaces, mobile payment applications, or other consumer-facing sales channels.

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

30. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the University as an agency of the Commonwealth of Virginia, its officers, agents, and employees from any third party claims, damages and actions of any kind or nature, whether at law or in equity, to the extent arising from or caused solely by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of

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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.

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

32. **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.

33. **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.

34. **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,

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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).

35. **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.

36. **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.

Assignment; Binding Effect: Contractor may not assign this Agreement or grant any or all of its rights herein without the prior written consent of University, which will not be unreasonably withheld, and any such assignment without the required consent shall be null and void. If Contractor undergoes a merger, acquisition, including a sale of all or substantially all of its assets, or other change of control (a "Change of Control"), then notwithstanding the prior sentence, this Agreement shall be deemed assigned in connection with that Change of Control and remain binding upon and inure to the benefit of Contractor and its successor or assignee.

37. **NON-EXCLUSIVITY:** Contractor's exclusive rights do not include *de minimis* 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 provided. However, such other retail operations will not compete with the 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.

38. **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	Follett Higher Education Group, LLC

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Attn: Procurement Services	Attn: Kevin Renshaw
1301 College Avenue	3 Westbrook Corporate Center, Suite 900
Fredericksburg, VA 22401	Westchester, IL 60154

39. **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 and university approved licensed vendor for emblematic products, Contractor will make reasonable efforts to offer DSBSD-certified small business participation 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.

40. **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.

41. **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.

42. **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.

43. **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.

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44. **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.

45. **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.

46. **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.

47. **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.

48. **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.

49. **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.

50. **USE OF RECHARGEABLE BATTERIES:** Battery based tools, equipment, or fixtures utilized in support of this Contract should be rechargeable; however, use of non-rechargeable batteries is not a violation of the Agreement.

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

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51. **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/)

52. **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.

53. **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

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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 or undisputed amounts will be made 30 days after receipt of a properly completed invoice or 30 days after receipt of goods/services, 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.

FOLLETT HIGHER EDUCATION GROUP, LLC		**UNIVERSITY OF MARY WASHINGTON**	
Signature:	Signed by: Mark Sproat 31001A89656A467...	Signature:	Signed by: Melva A. H. Kishpaugh 9E0337A71D1845B...
Printed Name:	Mark Sproat	Printed Name:	Melva A. H. Kishpaugh
Title:	Chief Legal Officer	Title:	Director, Procurement Services
Date:	7/21/2026	Date:	8/4/2026
Phone:	708-884-1005		
Email:	msproat@follett.com		

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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

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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: _____

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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.

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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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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.

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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

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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

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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

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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.

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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.

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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.

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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

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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.

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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.

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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. 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.

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. 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.

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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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

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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-

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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

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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

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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

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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.

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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

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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

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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.

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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

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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

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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

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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

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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.

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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

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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.

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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

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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

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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

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(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:	_____		

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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

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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

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ACCEPTANCE

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

Agreement #:[Contract-Number]-PAC

SAMPLE

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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

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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:**

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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

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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

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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:	_____

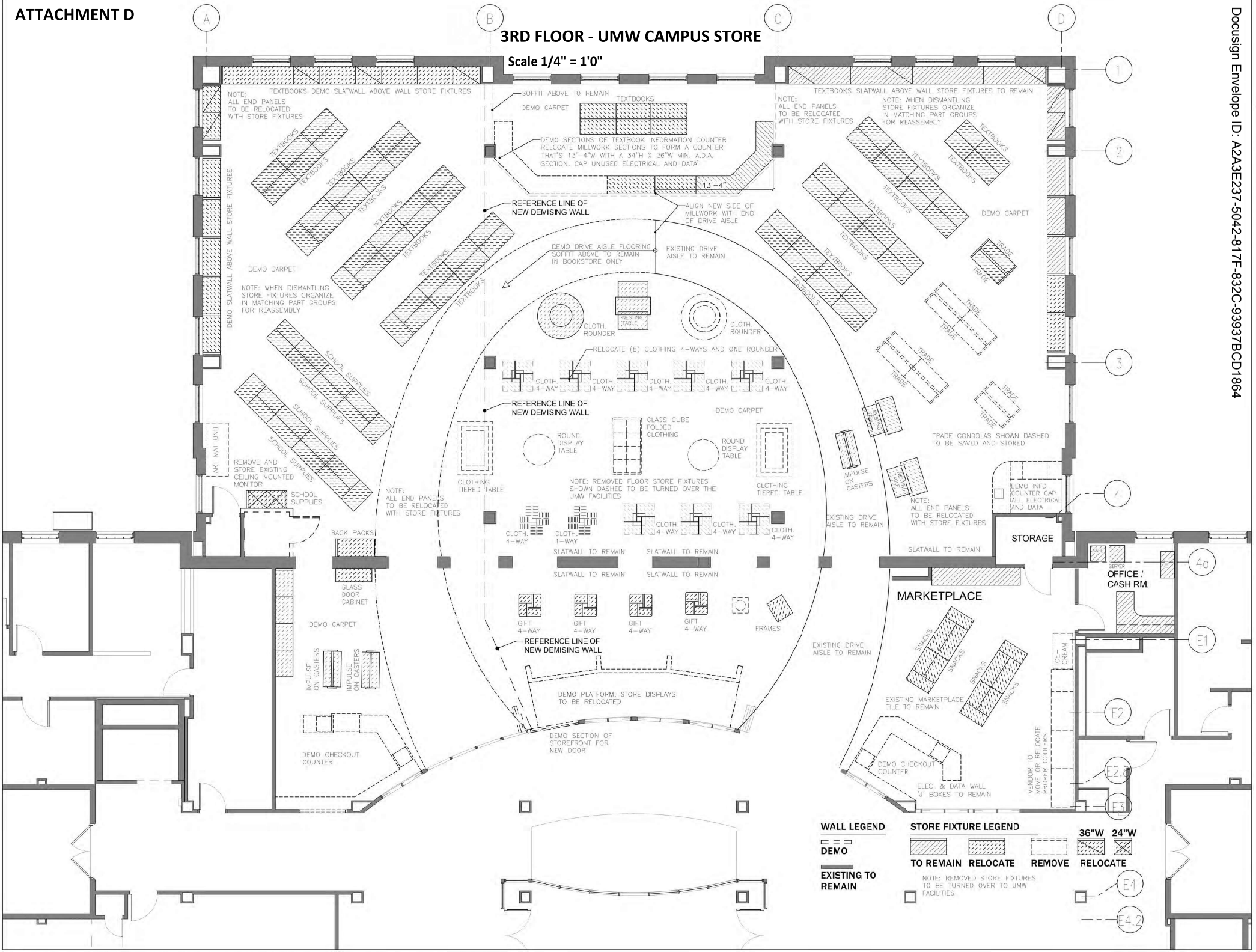
SAMPLE

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ATTACHMENT D

3RD FLOOR - UMW CAMPUS STORE

Scale 1/4" = 1'0"



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ATTACHMENT E

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Zone Map



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

List of member institutions by zones

Zone 1
George Mason University (Fairfax)

Zone 2
James Madison University (Harrisonburg)

Zone 3
University of Virginia (Charlottesville)

Zone 4
University of Mary Washington (Fredericksburg)

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

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

Zone 7
Longwood University (Farmville)

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

Zone 9
University of Virginia - Wise (Wise)

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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.

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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 ($)
Total Planned Subcontracting Spend ($)					

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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

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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

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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

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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.

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- 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.

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

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

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

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

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

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

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

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

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

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

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

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

END OF ADDENDUM NO. 1

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

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

NAME OF OFFERING FIRM: _____

NAME OF OFFEROR REPRESENTATIVE: _____

OFFEROR SIGNATURE: _____

DATE: _____

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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.

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

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

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

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

END OF ADDENDUM NO. 2

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

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

NAME OF OFFERING FIRM: _____

NAME OF OFFEROR REPRESENTATIVE: _____

OFFEROR SIGNATURE: _____

DATE: _____

Docusign Envelope ID: A2A3E237-5042-817F-832C-93937BCD1864

Exhibit D

AGREEMENT
PUBLICLY ACCESSIBLE CONTRACT

This Agreement executed this 16th day of July 2026 by and between the University of Mary Washington ("the University") and Follett Higher Education Group, LLC ("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

Docusign Envelope ID: A2A3E237-5042-817F-832C-93937BCD1864

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:

Follett Higher Education Group, LLC
Kevin Renshaw, Vice President of Business Development

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krenshaw@follett.com
630-808-5096
3 Westbrook Corporate Center, Suite 200
Westchester, IL 60154

ACCEPTANCE

University of Mary Washington

Signed by:
Melva A. H. Kishpaugh
9E0337A71D1845B...

Melva Kishpaugh
Director of Procurement Services

8/4/2026
Date

Follett Higher Education Group, LLC

Signed by:
Mark Sproat
31001A89656A467...

Mark Sproat
Chief Legal Counsel

7/27/2026
Date

Agreement #: UCPUMW 25-1828

Docusign Envelope ID: A2A3E237-5042-817F-832C-93937BCD1864

Exhibit E

University of Mary Washington
Procurement Services

SEALED REQUEST FOR PROPOSAL (RFP)

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

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

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

THIS FORM MUST BE COMPLETED AND RETURNED WITH PROPOSAL

Name of Offering Firm: Follett Higher Education Group, LLC

Address of Offering Firm: 3 Westbrook Corporate Center, Suite 200, Westchester, IL 60154

DSBSD Certification No.: Not Applicable Expiration Date:

eVA ID: E15735 Tax ID: 36-259-3135

Email: krenshaw@follett.com Telephone: 630.808.5096

Website: follett.com Fax:

Submitted By (Print Name & Title): Kevin Renshaw, Vice President of Business Development

Signature (In Ink): Date: 3-3-25

Mark Sproat, Chief Legal Counsel

1301 College Avenue
Fredericksburg, VA 22401

procure@umw.edu
adminfinance.umw.edu/procurement

Docusign Envelope ID: A2A3E237-5042-817F-832C-93937BCD1864

RFP 25-1828

Follett
HIGHER EDUCATION

The Management and Operation *of the* University of Mary Washington Campus Store



Submitted to:

Lindsay Fare
Procurement Officer
UNIVERSITY OF MARY WASHINGTON
1125 Emancipation Hwy.
Fredericksburg, VA 22401
(540) 654-1057
lfare@umw.edu

Submitted by:

Kevin Renshaw
Vice President of Business Development
FOLLETT HIGHER EDUCATION GROUP
3 Westbrook Corporate Center, Suite 200
Westchester, IL 60154
(630) 808-5096
krenshaw@follett.com

Released on March 13, 2025

Docusign Envelope ID: A2A3E237-5042-817F-832C-93937BCD1864

University of Mary Washington

The Follett Difference



FINANCIAL STRENGTH, STABILITY, AND INVESTMENT

- **$300M+** in Forward Looking Acquisitions in Past Three Years
- **$50M** Investment in eCommerce Platform
- **$65M** Investment in Academic Tools and Platforms
- **Investing in Your Brand**, On Campus and Online



INNOVATION FOR THE FUTURE

- Industry Leading Follett Access Programs **Improve Student Outcomes** and Lower the Cost of Course Materials
- Integrating OER and Subscription Offerings to **Reduce the Cost of Course Materials**
- Follett-On-Demand offers nearly unlimited selection of **Customizable Emblematic Products** Online and In-Store,
- Provisioning of Digital Content **Directly into Student's LMS**



PROGRESSIVE OPERATING MODELS FOR THE FUTURE

- Maximizing the Traditional Campus Store Model with Shop-by-Author Technology that **Reduces Course Materials Footprint** in Your Store by 30%
- Pioneering **Hybrid Campus Store Model** – Course Materials Fulfilled from Local Distribution Center(s)
- On-Line Only Campus Stores that Go Beyond Course Materials by Offering a Full Complement of **Emblematic, Gift, and Apparel** as well as **Comprehensive Follett Access Programs**
- Institutional/Employee Stores through **Follett On-Demand** that give your Administrative Staff, Departments, and Employees Access to **Branded Merchandise**

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University of Mary Washington

Lindsay Fare
Procurement Officer
UNIVERSITY OF MARY WASHINGTON
1301 College Ave
Fredericksburg, VA 22401

Re: RFP Response

Dear Ms. Fare:

Follett is pleased to present this retail operations proposal to the University of Mary Washington. We appreciate this unique opportunity to demonstrate our ability to provide your students, parents, faculty, staff, and alumni with a compelling, campus-centric retail experience both in-store and online. We are fully committed to providing best-in-class business resources to your campus and to building a mutually rewarding long-term relationship with you and your campus community.

Having an exceptional, forward-looking campus store adds tremendous value to the University of Mary Washington brand. It not only plays a critical role in your students' education, but it is also a reflection of your mission, values, and image. Follett's mission is to ***Inspire, Enable and Celebrate the Academic Journey.*** We have established a reputation in the marketplace as the premier campus store management services provider and we are firmly committed to maintaining that status by providing our partners the resources needed to:

- Provide innovative, low-cost course materials solutions that drive student success.
- Deliver industry leading academic integration tools for faculty, staff, and students.
- Provide analytics to help faculty drive course materials affordability.
- Assemble a robust and exciting general merchandise assortment that celebrates current trends, campus interests and customization.
- Offer innovative products and services that support your brand image and institutional goals.

We are confident our professional services and programs, backed by an unprecedented level of investment, will effectively address your needs on campus both today and well into the future. By managing all the details from start to finish, Follett guarantees success in delivering on our promise to make it easier ***for students to learn, faculty to teach, institutions to run and fans to celebrate.***

Thank you for your consideration of this retail operations proposal. If you have any questions or would like to discuss anything in the proposal that follows in more detail, please do not hesitate to contact me directly.



Sincerely,

Kevin Renshaw
Vice President of Business Development
P: (630) 808-5096
E: krenshaw@follett.com

Docusign Envelope ID: A2A3E237-5042-817F-832C-93937BCD1864

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Appendix A – List of Institutions Previously Served by Follett
Appendix B – SOC 2 Type II Report
Appendix C – Attestation of Compliance
Appendix D – Signed Addenda
Appendix E – Certificate of Insurance

Floor plans, dashboard images and security reports have been redacted in this proposal copy. It is confidential and proprietary information belonging to the Follett Higher Education Group.

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B. SPECIFIC PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. Overview:

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

Follett Higher Education Group, LLC

3 Westbrook Corporate Center, Suite 200, Westchester, IL 60154

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

Follett's tax identification number is 36-2593135

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.

Kevin Renshaw
Vice President of Business Development
(630) 808-5096
krenshaw@follett.com

Docusign Envelope ID: A2A3E237-5042-817F-832C-93937BCD1864

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.

For more than 150 years, Follett has been a trusted partner to Pre-K to 12 schools, districts and college campuses, taking care of the critical details that make it easier for schools to run, teachers to teach, students to learn and fans to celebrate. Each day, we serve more than half of the students in the United States as a leading provider of educational technology, services and print and digital content. Headquartered in Westchester, Illinois, Follett Corporation is a privately held company that is segmented into Follett Higher Education Group and Follett On Demand. Follett's experience, singular focus on education and commitment to excellence have made it a leader in the academic world.

Follett Higher Education is higher education's largest campus retailer. It operates as a central hub for school spirit and community, managing 1,100 local campus stores across the continent. As the leading provider of campus store services and the foremost supplier of course materials, Follett has brought new technologies, retail best practices and forward-looking solutions to all corners of the educational marketplace.

From a community college to a state university system, the heartland to the inner city, the needs and expectations of higher learning institutions are as unique as the students who attend them. Through close collaboration, our partners can leverage our deep industry knowledge and intimate familiarity with institutions of all types and sizes to create custom store experiences that support campus culture and goals. It is this unique insight and collaborative process that allow us to consistently create new and better ways to serve the needs of more than 5 million students and 500,000 faculty members.

While the campus store experience may vary from institution to institution, everything we do contributes to a single mission — helping our partners attract, retain, engage and graduate students

Our solutions are designed to meet the unique needs of each campus and engage every member of the community. As a fully integrated provider of all campus retail needs, Follett gives schools unmatched flexibility to choose offerings and brand partners that align with their vision.

We're committed to collaboration and partnership at all levels of our business, leveraging our industry-leading expertise to help schools of all sizes create one-of-a-kind solutions, foster academic enrichment, and evoke campus pride.

Follett does not use subcontractors for bookstore management and operations.

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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.

Throughout this proposal you will see specific details that outline our plans to support the needs of University of Mary Washington. Our goal is to complement the existing operations with additional efficiencies and the strength of the Follett network. We will share our vision for a variety of areas including staffing requirements and training, merchandising options, brand enhancement and product mix. Each of these elements is carefully assessed to create the optimum opportunity for bookstore growth and success in both traditional and virtual models. It is through a thorough assessment process that we can identify the greatest areas for gain as well as identify areas of current strength that can be built upon. What is most important is that your bookstore reflects the special qualities and uniqueness of University of Mary Washington.

Campus Community Engagement

The Follett operations team will engage with the campus community to build relationships. We will explore opportunities to improve and expand services, implement and encourage the utilization of our tools and resources, and develop strategies that enhance student success. Our goal is to be a valued member of the campus community.

Course Materials/Supplies

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

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

To further support the academic mission and drive student success, the campus store must also stock supplies and additional materials for various curriculums such as biology, chemistry, accounting, digital media and marine science. Follett's vast experience, coupled with our wide range of vendors, assures the University that whatever a curriculum requires; Follett is prepared to provide it in an easy and convenient manner and to the faculty's precise specifications.

While course materials are the core of our business, we believe that student reference books are just as important for fostering the educational mission and intellectual climate of the institutions we serve. Follett's knowledgeable trade book buyers interact with all publishers to build a student reference department that includes titles that complement your academic programs.

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With Follett's replenishment system, we evaluate customer buying trends to ensure that all of our stores are fully stocked with the most popular titles. We also have electronic access to every book currently in print, making it easy to secure book information by author, title, or ISBN. And, of course, it's all backed by Follett's dedication to customer service, which means individual customer special orders are fast and easy.

General Merchandise

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

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

Store Design

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

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

Technology

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

Follett's breadth and scope of experience in managing and operating robust and dynamic campus store websites is unequalled in the industry. In fact, Follett's eFollett.com network of campus store websites has been ranked on the Internet Retailer Top 500 Guide of Web Retailers. Leveraging the convenience of online shopping with the support of a local store operation, eFollett.com simplifies the online order process to maximize student access to the right course materials, while driving online sales for each of our institutional partners.

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

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

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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.

Follett Higher Education Group (FHEG) operates over 1,000 on-and off-campus retail locations and ecommerce websites, serving as a key provider of course materials, academic technologies, unmatched general merchandise assortments, marketing services, and fulfillment for the complete student experience.

We're shaping the future with transformative collegiate retail experiences, pioneering technology, and programs that ensure students get affordable, convenient access to course materials. Together with you, we envision, design, and implement big ideas that drive student success and evoke campus pride.

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



EMMANUEL KOLADY

Chief Executive Officer

Emmanuel Kolady steers Follett's mission-critical imperatives, fostering a culture strategically aligned with the organization's purpose and values.

Prior to his time at Follett, Emmanuel led over 100,000 colleagues in 5,000+ CVS stores while concurrently serving as Chief Supply Chain Officer and acting on the executive committee influencing a $95B business. In 2020, Emmanuel championed an enterprise leader role for CVS by building the largest private sector Covid testing operation in the country. He collaborated with stakeholders, government officials, as well as public and private sectors to effect rapid, large-scale change.

Emmanuel holds a B.S. in Accounting and Business Management from Mahatma Ghandi University, India.

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RYAN PETERSEN
President

Ryan Petersen has dedicated his career to expanding inclusive access to educational opportunities and improving academic outcomes. As a thoughtful leader behind the inclusive access model, he consistently challenges the status quo to set students up for success.

Most recently, Ryan served as VP, General Management, Verba Software for VitalSource, an educational technology solutions provider. In this role, he created inclusive models and digital course material strategies based on Verba and VitalSource's combined data on the higher ed industry. VitalSource was acquired by Francisco Partners in 2022.

Ryan's commitment to affordable, accessible course materials began during a Student Government project he created to help his peers find the most cost-effective student resources. Based on this project, he co-founded and served as CEO for Verba software, which grew to provide competitive analytics, price transparency, and faculty tools to help campus stores provide affordable, accessible course materials.

He redefined the higher education model by delivering consistent value, providing rapid access to digital resources, and ensuring price transparency. Ryan built, scaled, and grew Verba until gaining acquisition attention that led to the 2017 purchase by Ingram Content Group.

Ryan earned his B.A. in Intellectual History from Harvard University.



MANI SURI
Chief Information Officer

Mani Suri brings over 25 years of expertise in technology and infrastructure, having previously led significant modernization efforts at renowned companies such as Ulta Beauty, Capital One, and 7 Eleven. As Chief Information Officer, Mani is driving the adoption of cutting-edge technologies to enhance academic and retail experiences across all our campus stores.



LORI HENSLER
Chief People Officer

As Chief People Officer, Lori serves as a strategic partner and trusted advisor to ensure operational excellence through organizational transformation and effectiveness, human capital management, DEIB, talent acquisition, leadership/workforce development, employee engagement, and rewards & recognition.

Prior to joining the leadership team at Follett, Lori served as Head of Human Resources at Flinn Scientific, where she helmed organizational design/change and set the stage for growth. As SVP, Strategic HR Partnership for Houghton Mifflin Harcourt, Lori guided organizational transformation that included divesting their assessment division, acquiring Scholastic, and onboarding new C-level leaders and executive teams. During her tenure, the organization navigated ownership changes (public, private, and IPO) as well as structural transformations through multiple large and small acquisitions.

Lori holds a B.S. in Public Relations and Business Administration from Illinois State University.

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STEPHEN BONE

Chief Store Officer

As Chief Store Officer, Stephen Bone elevates retail experiences through visual execution and merchandise while fostering a culture of excellence focused on building relationships, appreciating contributions, and recognizing results. As a collaborative servant leader, Steve identifies, values, and calibrates talent.

Steve brings an in-depth understanding of retail operations, the use of space and design, and how to create custom merchandise assortments that recognize the nuances in schools, categories, and lifestyles to influence buying decisions and offer customers a compelling reason to shop.

Previously Divisional Vice President for Macy's, Steve operated as a change agent, steering turnarounds and implementing the structure and culture to transform territory results. He delivered over $1B in sales and earned a reputation for building and promoting talent, holding teams accountable for results, and finding a balance of appreciation and recognition. In addition to his tenure at Macy's, Steve has a rich history of retail experience with Foley's, Payless Shoe Source, and Zale's.



BRIAN NEAL

Senior Vice President of Operations

Brian Neal joined Follett in June 2021 and brings extensive operations experience across several industries, including retail and healthcare. As Senior Vice President of Operations, he works closely with our store teams to provide the tools and processes needed to strengthen campus relationships and support business goals. Since joining Follett, Brian has driven key improvements, including enhancing our employee scheduling platform and expanding customer service capabilities.

He holds a BS in Business Administration with a focus on Marketing from California State University, Long Beach.



AUBREY WILLIAMSON

Vice President of Retail Operations & Transitions

Aubrey Williamson is excited about Follett's ability to impact the future of education as an industry leader, devising forward-facing operational models that revolutionize the way faculty use course materials and enhance student experiences by modernizing, bundling, and streamlining offerings to make them more affordable and equitable.

Over the years, Aubrey has steered dramatic transformation and growth. She has been involved in numerous store openings, remodels, and transitions. She has overseen some of the company's largest accounts and hundreds of staff members. In a major project, Aubrey partnered with HR and legal to restructure and create new accountabilities to better align stakeholders with shared goals.

Prior to joining Follett, Aubrey served as Regional Director with Nebraska Book Company's Neebo retail stores, where she developed strategies and training to improve market share, campus relationships and customer satisfaction. Here, she formed a new division focused on strategies to transform performance.

Aubrey holds a B.A. in Psychology from the University of Tennessee and an M.B.A. from East Tennessee State University.

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KEVIN RENSHAW

Vice President of Business Development & Strategic Partnerships

Kevin Renshaw works closely with potential partners to bring them into the Follett family. His purpose is to advance the student journey and college missions by putting together programs that accelerate student success by understanding goals and addressing potential barriers.

Kevin shares Follet's progressive thinking with enthusiasm, clearly communicating substantive outcomes and the steps to achieve shared goals. As an empowering leader who encourages curiosity and celebrates contributions, Kevin clears obstacles and ensures team members have the training, tools, and opportunities to be successful. He believes in the power of education and is touched to be part of a series of meaningful moments that fuel students' excitement about their academic achievement.

Previously Marketing VP for Follett, Kevin focused on sustaining partner relationships and uncovering ever-changing campus needs. In this role, he secured substantial market share and key competitive accounts. As Regional Manager, Kevin strengthened partnerships and ensured store teams were prepared to articulate Follet's mission and initiatives.

Prior to his tenure with Follett, Kevin oversaw a sales territory for Gateway. Here, he experienced rapidly scaling a business and navigating market dynamics, including education and higher ed accounts. While serving in the Air Force, Kevin was a Radio and TV broadcaster interviewing dignitaries and high-level officials.

Kevin has a B.A. in Fine Arts, Theater Performance from Indiana University of Pennsylvania and an M.B.A. from Montclair State University in New Jersey. Kevin holds a certificate in Account Management from Kennesaw State University.

Outside of Follett, Kevin is a writer, actor, director, and producer active in the greater Atlanta arts and theater community. He recently placed as a finalist in the Catalina Film Fest.

Kevin formerly served as President of Mountainview Arts Alliance as well as Artistic Director and Board Member of Center Stage North Theatre. He served on the Civic Conference Committee, identifying local candidates and encouraging the vote. He has also volunteered to assist on home improvement projects as part of family mission trips.

Kevin was recognized as Airman of the Year and USAFE Volunteer of the Year by the Air Force and has earned numerous awards for steering strategic growth at Follett.

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KEN PEGRAM

Group Vice President

Ken Pegram builds relationships with campuses and higher education stakeholders to improve awareness and adoption of Follett's value-added services, programs, and offerings to promote student success.

He appreciates each campus partner has distinct needs and may require tailored solutions to serve their students well. His 97% renewal rate is a testament to his ability to articulate Follett's value, problem solve, and effectively meet campus needs. He advocates the paradigm shift to digital and equitable access for course materials, simplifying integrations and improving the customer experience by asking crucial questions, remaining open to feedback, and coming up with creative solutions.

Ken takes great pride in making a positive impact on students' lives. Ken greatly enjoys supporting the student life cycle from first-time campus visits through helping graduates celebrate their achievements. Ken wants to make sure every experience with Follett is a great one and reflects the pride of every institution he serves.

Previously as Regional Manager, Ken explored and developed new business models, steered turnarounds, and elevated performance. Ken also served as Store Director at Northern Arizona University and Store Manager at Northern Kentucky University and Columbus State University. He has been recognized with innovation, performance, and values awards throughout his career.

Ken studied English and Creative Writing at Prescott College and Old Dominion University. He is also a certified wild bird rescuer working with Liberty Wildlife and volunteering with Barnyard Equine's therapy programs.

Ken is a working partner with the Affordable Learning Solutions Groups through the Cal State University Chancellor's Office and he has served on Course Materials Solutions Panels with Pearson Education and other publishers.



GREG KIRBY

Regional Manager

Greg Kirby works closely with several colleges and universities to further students' education and academic experience. He aligns with each institution's strategic goals to improve affordability, retention, and graduation. He enjoys interacting with college students to offer the best campus store experience. Greg serves on the Bookstore Advisory Committee and Follett Access Advisory Committee.

Among Greg's many contributions are expanding the Follett Access program and developing a Follett Access savings analysis tool to share with campus partners. He also partnered with 19 schools to raise thousands to combat hunger.

Prior to his Regional Manager role, Greg served as Course Materials Manager, Customer Service Manager, Manager in Training, and Store Manager. He implemented and piloted system integrations with campus, expanded sports merchandise and game day operations, and served on the Board of Directors for the campus food bank as well as the textbook affordability committee.

Greg received a B.S. in Sociology from Shepherd University.

Greg volunteers for Central Chesterfield County Little League and formerly served on the Board of Directors for the University of West Florida food bank.

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5. Work Plan

a. General - 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 3 rd 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.

As the course materials footprint changes with more digital and ecommerce fulfillment, the store floor plan requires less space on campus. Follett is presenting a reduced store with two three potential reduction options. Using one square foot per student FTE as a guide, the store could be reduced to approximately 3,600 square feet. We will share a floor plan on page 150 that can support:

1. 1. Existing space: 7,360 sf
2. 2. Reduce Store front: 5,324 sf
3. 3. Reduce store front and portion of store: 3,443 sf

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B. Program Objectives:

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.

Follett has read and understands the above.

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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.

Follett is pleased to present this proposal to University of Mary Washington. We recognize this unique opportunity to be guests on your campus and to be able to provide your students, faculty, staff, and alumni with a hassle-free campus-centric retail shopping experience. We are fully committed to providing the appropriate business resources to your campus and look forward to building a long-term relationship with you and your campus community.

Having an exceptional campus store adds tremendous value to your institution. It not only plays a critical role in your student's education, but it is also one of the most popular gathering places on campus. It's where the exciting journey begins for freshman, where parents can go to get their kids well equipped for the semester, where fans and alumni go to get their gear and where people from all walks of life get together to hear great authors speak.

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



We are confident that our professional services and programs will effectively address your needs on campus. By managing all the details from start to finish, Follett guarantees success in delivering on our promise to inspire, enable, and celebrate the academic journey.



Collaborative Partnership

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

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



Students

Throughout the academic journey, one thing remains constant – students can count on the campus store to be a resource to get what they need to succeed. When it comes to being ready to learn, we are there to help them get the right course materials, tools, and tech to meet their goals and budget. Whether getting ready for game day, showcasing school pride with emblematic apparel, or accessing the items they need to make their campus home more like home--from medicine to make-up, to dorm room essentials and snacks, students can count on the campus store.

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Faculty

We make it simple for faculty to choose and adopt course materials, and offer solutions that ensure students have convenient, affordable access to required resources so instructors can start teaching effectively on the first day of class. Outside the classroom, we are the campus resource for snacks, school apparel, technology, and a place to showcase their published work and find books written by their peers.

University of Mary Washington

You have a vision for where you want to take your institution, and we want to help you get there. From improving affordability, equity, and access to enhancing the campus experience with cafés, state-of-the-art retail, and technology, we help create a campus store experience that reflects your brand and helps you achieve your goals.



Eagles Fans and UMW Alumni

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



Listen. Learn. Evolve.

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

Change, a word that has become commonplace in campus conversations, will certainly remain an ongoing theme. We see the continued evolution of the consumer and the rapid increase in demand for new technology, cost-saving programs, and access to the items the campus community needs to be successful in everyday life. The themes of affordability, accessibility, and convenience will continue to sit at the center of Follett’s strategy, but we will drive new programs and services, both in-store and online, to meet and exceed the dynamic needs of customers at all levels –to provide a partnership that evolves with the campus.



A Hassle-Free Experience

When we think about the important role we play on campus, we’re not just selling course materials and merchandise; we’re enabling personal goals and dreams to come true. We strive to make course materials more affordable so students can manage the expenses of education. We make sure there is a good selection of convenience items in-store because, with busy schedules, the campus store may be one of the few sources of nourishment students and faculty receive that day. We provide personalized service when helping a customer pick out a t-shirt or a school branded gift for someone they care about. Whatever the case, every Follett team member plays a role in to making lives better by exceeding customers’ expectations.

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

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

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

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

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

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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.

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

Follett x Saxbys Experiential Learning Program

Follett, in partnership with Saxbys, is proud to introduce the first-ever experiential learning program in collegiate retail, offering students the opportunity to earn course credit while gaining hands-on experience. This innovative program equips students with career-ready skills in leadership, financial management, and team coordination, ensuring they are well-prepared for future opportunities. Key roles, such as Student CEOs and team members, provide real-world responsibilities in a dynamic, student-driven store environment, supported by Follett's expertise. By fostering leadership, responsibility, and collaboration, this program enhances the student experience and strengthens campus connections.

Follett's recent acquisition of Willo Labs makes it possible for institutions to access thousands of digital learning tools with a single LMS integration, allowing students to get all their learning materials quickly and easily with just one click. Willo also offers cutting-edge security and privacy features that will further ensure student data is fully protected, a leading priority for Follett Higher Education. With the integration of Willo, campus IT teams will no longer need to maintain hundreds of individual integrations with digital learning materials, leading to improved security and better student data privacy controls.

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

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

Our industry-leading ecommerce solution is most effective virtual college store solution available today. With an unprecedented level of financial investment ($50 million) for updates, our online experience has enabled Follett to secure a top tier position year after year on Internet Retailer magazine's list of America's largest online retail sites!

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

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

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

Our financial stability enables us to meet our commitments and quickly and decisively respond to the rapidly evolving academic retail landscape.

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

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.

Follett has read and agrees to the above provision.

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

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.

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

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.

Follett supports your campus community through promotional events including Student Orientation, Welcome Week, and various Flash Sale opportunities that take place throughout the year. Flash sales feature giveaways and fun prizes, such as T-shirts, Sweatshirts, and more.

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We help the University Store cover all the bases, from early announcements and event promotions to facilitating live events and analyzing the results.

Follett also ensures that everyone in your diverse community feels included and able to participate in promotional events. New students, returning adult students, tenured professionals, team fans, alumni, and staff are all part of events and Orientation. All marketing efforts for these events reinforce the connection between the campus store — the central hub for learning — and students in all phases of their academic lives.

New Student Orientation



Sponsored Give-Aways at Athletic Events



Commencement Sales



Contests and Drawings



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Tent Sales for Campus Events and Athletics



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/

Follett acknowledges and agrees to the above provision.

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E. Staffing:

1. Managers

a. Provide resumes for management candidates.

Resumes for management candidates are not available at this time. However, if Follett is honored to be selected as University of Mary Washington's partner, we will promptly present highly qualified candidates with the skills and experience necessary to exceed expectations. We are committed to ensuring that the management team aligns with University of Mary Washington's needs and delivers exceptional service

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

Follett acknowledges and agrees to the above provision.

At Follett, we believe that the selection of a manager is most successful when it is a collaborative process. By partnering closely with University of Mary Washington, we can ensure the appointed manager aligns with your culture, values, and goals. Together, we can identify a leader who not only meets the operational needs of the bookstore but also fosters a strong connection with the campus community, driving both success and satisfaction.

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

Follett acknowledges and agrees to the above provision.

At Follett, we believe that partnering with the University in these decisions ensures alignment with its culture, priorities, and goals. By working together, we can identify and maintain leadership that best serves the campus community, ensuring a seamless transition and continued success in meeting the needs of students, faculty, and staff.

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.

Follett acknowledges and agrees to the above provision.

Follett's organizational structure for our store teams and One Team Center, provide University of Mary Washington with additional Bookstore coverage, expanding the reach of our retail markets. For example, if the Store Leader has vacation or personal days or sick days, store coverage is available with more hours from the part-time crew, the Market Leader and trained full and part-time associates from other stores in the retail market.

This same group is available to support campus events, author signings, athletics and peak business times. Follett will add additional part-time and temporary team members to the Bookstore team for peak periods. Additionally, we evaluate store performance on a seasonal basis and when we are outperforming our forecast, we make staffing adjustments to support growth.

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

We acknowledge the University's request to reassign any managers, including temporary ones. At Follett, we are committed to ensuring that bookstore leadership aligns with the University's standards, culture, and expectations. Should the need for reassignment arise, we will work closely with the University to address concerns promptly and thoughtfully, ensuring a smooth transition and continued success in serving the campus community.

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

Building strong faculty connections through faculty engagement is of the highest priority. Faculty need to trust and see value in working with their campus store and course materials team. This helps to get adoptions submitted in a timely manner, which ultimately impacts the affordability and availability of course materials and the student experience with the University of Mary Washington Bookstore.

In addition to the personalized experience faculty members can expect from the campus store and course materials teams, Follett can provide training and assistance on using our advanced adoption tool which is the hub for faculty communication and adoptions.

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

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

Your store manager and course materials manager will work directly with key stakeholders including Student Government or other student groups to create a calendar of events designed to inform and guide faculty through the adoption process. Components include:

- Lunch and learn events
- Departmental meetings
- Faculty webinars
- Links on Faculty Resource pages
- One on One sessions
- Guides to Faculty Discover Adoptions

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2. General Staffing

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

With our experienced store team at the University of Mary Washington, we can manage high customer traffic during rush periods. Our focus is on streamlining operations to ensure smooth flow, minimizing bottlenecks, and reducing the time customers spend waiting in lines. By proactively adjusting staffing levels and optimizing service points, we enhance both the customer experience and operational efficiency, ensuring that peak rush periods are well covered.

b. Provide an organization chart for each operation, indicating the minimum base crew staff, which represents the lowest staffing level.

Follett operates 1,000 truly unique bookstores and, as with all bookstore operations, some modification of this plan may occur due to the unique needs of each campus. Our recommended staffing guidelines provide for an organizational structure that will deliver high service and efficiency standards. Below is a current recommendation in keeping with those guidelines.



In addition to your immediate store team, you can expect additional support from our team in the field: Course Materials Specialists, Field Merchandisers, Follett Access Specialists, Asset Protection and Safety as well as your Regional Manager and Group Vice President.

The notable difference in the structure of our staffing model from other providers is the support our campus partners experience with a holistic approach through an account management team in the field and in-store. The immediate on-campus store team is available to respond to routine customer service inquiries including order follow up, faculty inquiries, sales, refunds, exchanges and other daily interactions. The store team is focused on in-store customers and online fulfilment, event support and other sales and engagement opportunities.

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Another way to view staffing is to consider the entire Full Time team member network in place to support the campus. Many of these tasks and roles previously fell to the store leader/manager, limiting time on the sales floor.

Regional Manager – The RM provides communications, sales, operational and partnership support and will be on campus monthly and also set up weekly calls if desired to evaluate the operation with our designated campus contact.

Group Vice President – your Group Vice President provides account support to the store, field and campus teams. The GVP will meet quarterly with key campus stakeholders either in person or video calls and any time they are on campus.

Course Material Manager- Handles all course material adoption entry, correspondence with faculty members who have questions or issues. With the Course Material Manager located in region, they will be also complete store rush prep visits and delivery faculty training sessions.

AR Specialist - Delivers billing and completes reconciliation with campus partner Accounts Receivable needs, e.g. accounts/access bills/campus card transactions/dept purchases reporting to our VP Financial Field Operations, Amanda Chase.

GM Planner - Your General Merchandise planner works on assortment planning and sourcing for all in-store and online General Merchandise product needs. The Campus Store Director and Regional Manager will create a schedule with campus stakeholders to review the GM sales and assortment.

Follett On Demand Team – provides an additional level of support to GM programs. Your Store Leader and Market leader coordinate the connection with FOD to provide special product requests, service awards, bulk purchases and other departmental, student group, alumni or athletic program requests.

Providing additional Bookstore coverage is readily assessable with the expanded reach of our retail markets. For example, if the Store Leader has vacation or personal days or sick days, store coverage is available with more hours from the part-time crew, the Market Leader and trained full and part-time associates from other stores in the retail market.

This same group is available to support campus events, author signings, athletics and peak business times. Follett will add additional part-time and temporary team members to the Bookstore team for peak periods. Additionally, we evaluate store performance on a seasonal basis and when we are outperforming our forecast, we make staffing adjustments to support growth.

c. Detail incentive compensation guidelines for key personnel to motivate performance.

At Follett, we recognize the importance of aligning performance with compensation to foster excellence and drive results. To that end, we have established a comprehensive compensation framework designed to reward individual contributions, team success, and alignment with organizational objectives. Our approach incorporates competitive wages, transparent evaluation processes, and performance-based incentive programs tailored to both hourly and salaried team members.

Follett ensures that compensation is fair, competitive, and compliant with all federal, state, and local wage regulations. Our human resources management system, **"myHR,"** streamlines the compensation review process, providing managers with real-time access to team member profiles and wage data. This ensures a consistent and accurate approach to evaluating and adjusting compensation based on performance metrics.

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Quarterly Incentive Program for Hourly Employees

Hourly team members are eligible for quarterly bonuses tied directly to measurable store performance indicators. These bonuses are calculated based on hours worked during the quarter and the store's **scorecard metrics**, which evaluate critical factors such as:

- Sales performance
- Customer service excellence
- Fill rate percentages

This program motivates employees by linking their earnings to the store's overall success, fostering a sense of ownership and engagement.

Incentive Programs for Salaried Employees

Salaried team members participate in an **Annual Target Incentive Plan**, with quarterly payouts based on performance against key customer service and operational metrics. This structure ensures that salaried employees remain focused on achieving both short-term and long-term strategic goals.

Short-Term Incentive Plan (STIP)

Follett store and field leaders are eligible for the **Short-Term Incentive Plan (STIP)**, which rewards the achievement of specific, store-related objectives. These goals are directly tied to the performance indicators most critical to our customers and stakeholders, including customer satisfaction, operational efficiency, and financial results.

Fostering Customer-Centric Performance

At the heart of Follett's incentive compensation guidelines is our commitment to delivering exceptional customer experiences. By tying compensation directly to customer satisfaction and operational outcomes, we ensure that every team member is motivated to contribute to the success of the University of Mary Washington's bookstore operations. This balanced approach to compensation not only drives individual and team performance but also strengthens our partnership with the University of Mary Washington by ensuring consistently high standards of service and operational excellence.

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

Follett is committed to recognizing and rewarding employees delivering exemplary customer service through a variety of programs and initiatives. The **Follett Values Recognition Program** celebrates team members who embody our core values by making a meaningful difference for customers. This program allows peers and managers to acknowledge outstanding contributions through e-cards and quarterly nominations, ensuring exceptional efforts are formally recognized. Complementing this is the **Follett Career Celebration Program**, which honors employee loyalty with service awards at key milestones such as three years, five years, and every five years thereafter.

Follett also fosters a culture of real-time appreciation through its **"High-5s Channel,"** an internal platform where associates share stories, photos, and celebrations of exemplary service. Additional on-the-spot recognition tools, including gift cards and immediate acknowledgments, provide timely incentives for outstanding performance. Store teams achieving customer service excellence are rewarded with team achievement incentives, further encouraging collaborative success.

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Performance-based financial incentives are another key element of Follett's recognition strategy. The **Quarterly Incentive Program** rewards hourly employees with bonuses tied to store scorecard metrics, including customer service, sales performance, and operational efficiency, based on hours worked. Salaried employees receive quarterly payouts tied to annual customer service targets, while Follett leaders are eligible for the **Short-Term Incentive Plan (STIP)**, which rewards the achievement of customer satisfaction and store-related goals. Together, these initiatives underscore Follett's dedication to fostering a customer-centric culture where exceptional service is consistently celebrated and rewarded.

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

Follett has provided below the job description for our bookstore managers. The bookstore manager needs to go beyond meeting our expectations and required qualifications. They need to be able to balance all aspects of the job: working with vendors and your campus community while effectively managing and executing operating plans, executing corporate General Merchandise objectives, and ensuring that all back office functions run smoothly.

The bookstore manager is responsible for developing a customer-centric experience. To do this, they must also be able to manage a team effectively to deliver that experience. To ensure that they can do this, we have a list of required qualifications for the bookstore manager below.

Store Manager Required Qualifications

- Hiring, training, supervising, developing, and motivating managers, supervisors, and team members
- Preparing and executing store operating plans
- Establishing and enhancing strong campus relations
- Guiding course materials activities
- Maintaining a high level of customer service throughout the store
- Delivering on General Merchandise expectations
- Demonstrating expert-level knowledge of our systems and strategies
- Completing other necessary store activities as needed

Educational Requirements

Bachelor's degree.

Related Experience

- Retail management or strong customer service experience
- Academic retail experience is a plus
- Strong organizational, time management, and problem-solving skills
- Strong customer service, communication, and presentation skills
- Strong analytical skills and financial acumen
- Advanced relationship building, a demonstrated ability to influence a team, and customer outreach

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Background Checks

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

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

Follett acknowledges and agrees to the above provision. All employees within the bookstore will be considered employees of Follett.

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.

Follett acknowledges and agrees to the above provision.

The following general dress code has been adopted for all Follett Higher Education Group store associates to maintain a professional image.

Store Management

- Name badge
- Appropriate business casual or professional attire
- Appropriate closed-toe footwear and socks or hosiery

Store Team Members

- Name badge
- Khakis, slacks, skirt, or jeans
- Blouse, collared shirt, or sweater
- Campus/University Logo and or solid color or Follett provided T-shirts only
- Sweatshirts, any type including zip-up and hooded sweatshirts
- Appropriate closed-toe footwear, tennis shoes and socks or hosiery
- Knee length Shorts, any type including Bermuda shorts (during summer months of June -August) w/Regional Manager approval
- Tattoos are allowed, but treat tattoos as you treat speech—you can't swear, make hateful comments or lewd jokes or have inappropriate pictures
- Rings, watches, necklaces, bracelets, or wristbands are allowed

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

Follett acknowledges and agrees to the above provision, ensuring that all bookstore personnel shall carry their University issued ID Card at all times while on duty.

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

Follett acknowledges and agrees to the above provision that UMW EagleOne Cards are non-transferable, and 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.)

Follett acknowledges and agrees to the above provision. Follett will ensure that any fees associated with acquiring or replacing these identification cards will be handled by bookstore employees.

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.

Follett acknowledges and agrees to the above provision. Follett confirms that we shall partner with the Contract Administrator and inform them of any employee changes in service of 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.

Follett acknowledges and agrees to the above provision. We will ensure that Identification cards, UMW Keys and parking decals are returned to the Contract Administrator within 3 business days of an employee's departure.

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

Follett takes staff development seriously, understanding that dedicated and skilled team members performing at a higher level can be promoted, and tend to stay with the company. Our comprehensive learning and development programs have been key to our continued success.

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

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

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

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Team Member Training

When a new team member joins Follett, they are enrolled in a new hire curriculum which includes: Orientation, Customer Service, Hazardous Materials, Security Awareness, and an Introduction to Diversity, Equity, and Inclusion. The store manager also assigns team member training that correlates with their role. The program builds from basic to advanced topics to support new and existing team members in their professional development.

Team Member Training – Management

New managers are enrolled in the Team Member Training – Management program that starts with a virtual welcome session outlining the training plan. Training includes a variety of topics that cover the skills and knowledge required to operate and manage the campus store and build relationships on campus. Managers also complete the basic and advanced units to ensure their understanding of the store operations that they manage and oversee. The program applies blended learning approach methods to deliver content, including training guides, tutorials, simulations and hands-on activities. This allows the team member and manager to experience real-life scenarios and on-the-job training to develop their knowledge and skills.

New Manager Class

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

Continuing Training Opportunities

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

Student Team Members / High Performers

Follett recognizes that motivated student store team members provide a future talent pool. As students reach graduation, they can apply for placement in the Manager-in-Training (MIT) program, where we monitor their progress and evaluate their leadership ability. The program is a 12-week “boot camp” that encompasses virtual training, including webinars and field study, supported by coaches. MIT participants also receive “pop up” homework assignments and special tasks modeled after real-world situations, so that they can grow with the ever-evolving campus store environment.

Training Store Managers — Ongoing Communication

Due to the fast pace of the campus store, we support our store managers with a regular stream of information and training based on the business cycle. To supplement our training, we have identified a talented group of managers, called Training Store Managers (TSMs), who excel in their store operation. They attend bi-weekly strategy sessions to discuss updates and learn about upcoming policy and procedural improvements. TSMs often pilot new processes and provide feedback to support implementation and training resources. TSMs support our home-office trainers with insight needed to run a campus store and provide managers with access to a regional mentor and advisor.

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

We consistently advocate for hiring students. This supports student career pursuits, provides excellent customer service in campus stores, and maintains a commitment to the team spirit of your school. Follett's student employee and internship opportunities are widely competitive across the country. We proactively hire enrolled students and recent graduates into managerial roles, as they represent and further encourage the success of your campus.

For students who need assistance paying for their education, we encourage work-study opportunities through rewarding on-campus positions. Through these, students gain useful work experience and receive financial support while pursuing their degrees. There are few other educational jobs that will accommodate their busy schedules and provide the opportunity to support and celebrate their peers' academic journeys. Many full-time leaders and managers employed by Follett campus stores started as work-study participants.

Competitive Compensation

We deliver a competitive wage to all of our team members. We believe a team member's performance should be the primary driver of wage increases. Our compensation processes promote a fair and accurate review of wages for all team members. We use myHR, our human resources management system that streamlines the compensation process. This tool provides managers with online access to team members' compensation and profiles.

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

We acknowledge the University's right to request the reassignment of any employee, including temporary ones. At Follett, we are dedicated to ensuring that all employees meet the University's expectations and align with its values and culture. If reassignment is requested, we will work closely with the University to address concerns promptly and ensure a seamless transition, maintaining the highest level of service and support for the campus community.

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.

ONE OF KIND FOLLETT | SAXBYS PROGRAM

The First and Only Experiential Learning Experience for Collegiate Retail

We are excited to launch an experiential learning program in partnership with Saxbys, a leader in experiential learning, that will offer students course credit for hands-on learning opportunities in collegiate retail. This program is designed to provide students with real-world job skills that can translate into future career opportunities.

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The Experiential Learning Impact

Experiential learning equips students with skills that go beyond the classroom:

- Career-Ready Skills: Students develop competencies in leadership, financial management, team coordination, and more.
- Proven Outcomes: 100% of Saxbys Student CEOs graduate on time, with 90% securing full-time employment or pursuing further education after graduation.
- Enhanced Campus Experience: The program strengthens community ties and offers a unique student-led environment that supports the campus mission.

Key Student Roles

- Student CEO: The leader of the campus store team, responsible for managing budgets, leading teams of student peers, and making key business decisions.
- Student Team Members: Students gain experience in areas like merchandising, customer service, and marketing.
- Experiential Learning Platform Market Leader: A full-time role that supports Student CEOs and provides mentorship, ensuring a guided and enriching learning environment.

Together, these roles create a dynamic, student-driven store experience that fosters leadership, responsibility, and teamwork. Tasks like course material management, buying and planning, accounting and invoicing, and other critical support roles will be managed by Follett's team of experts.

Getting Started

To bring the Follett x Saxbys Experiential Learning Platform to your campus:

1. Discuss how this program can be tailored to support your campus goals.
2. Establish an Academic Affiliation Agreement (AAA) to outline student roles, eligibility, and curriculum alignment.
3. Partner with Follett to provide ongoing mentorship and resources, ensuring the program aligns with your values and academic standards.

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F. Customer Service:

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.

Response for both 1. And 2. above,

The University Store will be designed to achieve a shopping experience that delights every customer. The Follett team members representing your brand will be personable, knowledgeable, and ready to assist customers from the moment they walk through the door until the moment they complete their transaction.

Customer Service

Delighting customers is key to longevity and profitability. We are committed to continuing the superior customer service culture of your bookstore through ongoing assessment of customer satisfaction, team training and development, and best-in-class student and faculty support tools.

Payment Methods and Campus Discounts

The UMW Store will accept cash, and all major credit cards, checks, ApplePay and SamsungPay. It will also accept financial aid as well as approved department charges. PayPal and PayPal Credit are available to use when shopping online.

Follett offers faculty and staff a 10% discount and all departments a 20% discount on purchases over $1.00, excluding textbooks, sale merchandise, computer hardware and academically discounted software. Plus, since we are bookselling experts, we can handle special orders of materials that cannot be found at mainstream bookstores.

Simple Customer Service Model - GET

Customer experience and satisfaction are key to growing the UMW Store's business. That's why we developed our customer service model, known by the acronym "GET." The model, which stands for Greet, Explore, and Thank, is a comprehensive customer service training program. The keys to GET include:

- Greet the customer and welcome them to the store.
- Explore the reason for the customer's visit to the store and offer assistance and suggestions that align with their need.
- Thank the customer for their visit, leaving them smiling and feeling appreciated.

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Surveys, Analytics and Additional Support

Campus Store Feedback



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

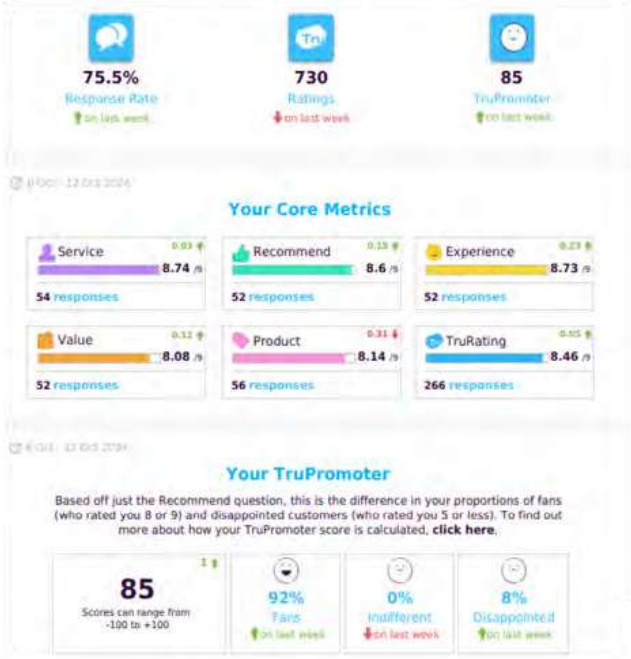
Results from this program are made available in a dashboard format for store-by-store review. The feedback from the surveys is used to help recognize and celebrate strengths and identify areas to improve.

TruRating

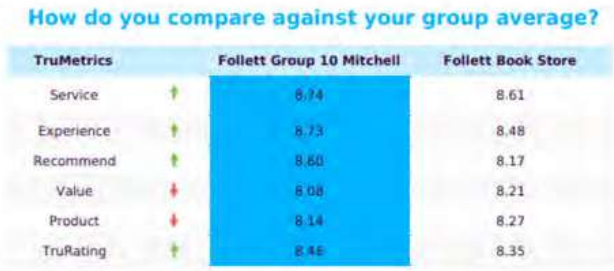
Follett also utilizes TruRating, a customer feedback system that allows our stores to survey customers with a single question after a transaction. Customers using debit, credit, wallet (Apple, Google, Samsung), or campus cards at the point of sale (POS) will be prompted to answer a survey question on the PIN pad. These questions are preselected, enabling us to benchmark performance against similar stores. Follett uses rotating core questions to ensure the feedback remains relevant. This feedback is linked with over 50 pieces of contextual data, offering insights into areas for improvement, real-time performance tracking, and recognition of team achievements. The five core metrics assessed are Service, Product, Experience, Value, and Recommendability.

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TruRating feedback is easy, anonymous, and provides verified, trusted ratings for your store and other customers. It also delivers targeted insights to help optimize sales and improve the customer experience. The questions are displayed in English or French-Canadian, depending on the location.







Dedicated Account Team

The UMW Store will be provided with all the elements needed for success. This includes a dedicated account team that can manage any issue that arises. Your team will consist of a vice president of operations, a regional manager, and a local leader. This team is committed to supporting your campus community, and developing a store strategy that aligns with your goals as an institution.

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

A key component to growing and improving our partnership is actively asking for feedback from our valued stakeholders. We do this by surveying your key points of contact regularly. Communication should be the foundation of our partnership, and this means maintaining an environment that encourages open discussion and collaboration.

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Campus Store Advisory Council

We'll help establish the University of Mary Washington Store Advisory Council to make sure that your internal stakeholders and customers have a voice in how the campus store supports your community. To do this, we need members of your campus community to take part. That's why the council consists of students, faculty, administration, and other key groups that are key on your campus.

The Council serves as a committee to review and recommend store operating policies. They'll also provide guidance to both the campus store and your institution about store matters. Their inclusion helps us to better understand how to meet and exceed the expectations of your campus community.

Strategic Partnership Review

We aren't just a vendor, we are a true partner to your campus, and an extension of your school's unique brand. To that end, we prepare a Strategic Partnership Review (SPR) twice a year to highlight important factors, such as:



- Course material affordability
- Campus store sales and trends, overall and by department
- Campus store events
- Industry trends and areas where Follett is positioned to support your community
- System enhancements to drive student engagement
- System enhancements to support course material delivery for students and faculty
- Hassle-free shopping experience ratings
- New merchandise programs

The Strategic Partnership Review draws attention to key details while establishing an open and ongoing dialogue. With this, we can assess progress together, making any necessary adjustments along the way

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

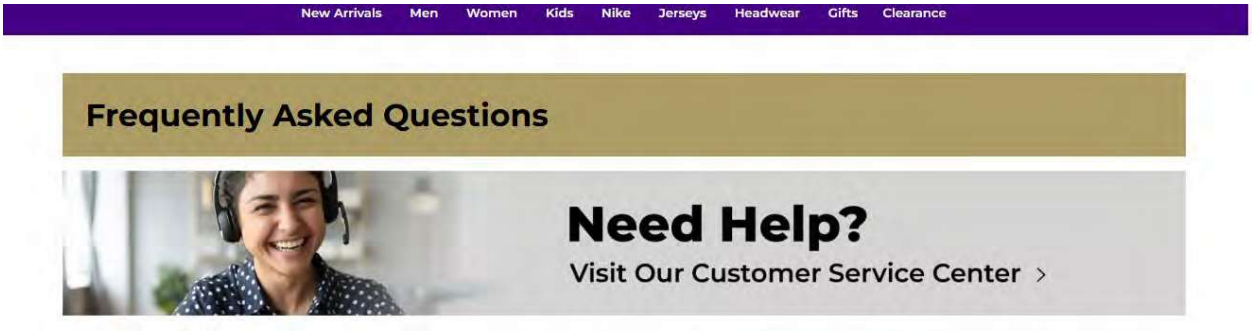
Follett is committed to delivering exceptional online customer service — to all our constituencies. We enhance students' experience through the products and services offered in store and online. We assist faculty during the course materials adoption process and offer expertise to drive down course material costs. We round off our customer service offering with tools that enable an enjoyable, hassle-free online shopping experience. In addition, we will partner with University of Mary Washington to get additional feedback, understand goals, and create unique and effective solutions when needed.

Follett is structured in a way that puts faculty and retail customers first, and their satisfaction is our #1 goal. Follett is known for our exceptional customer service. Our dedication to providing exemplary customer service is one of the key values of the Follett organization.

In addition to Follett Discover Adopt, faculty have a direct line to their course material manager via email, phone, or stopping by the campus store. The welcoming and personalized attention they receive from the campus store team will also be supported by the course materials team in Follet's Virtual distribution center.

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For students and retail customers, outside of visiting the campus store, customer service information is displayed at the bottom of the Virtual Course Materials Store website, including Contact Store, which is the portal to our Customer Support Center. Here customers will find additional tools to find answers outside of call center hours including ticket submission, smart search, and chat bot.



Retail: Call Center Hours

Follett's customer service hours scale based on the time of the year. Available modes of contact are chat, ticket submission portal, phone, and email.

Phone call handling capacity – Staffed to handle 270k contacts a year.

Hours of Operation

Seasonal

- 8AM to 10PM EST (Mon-Thurs)
- 8AM to 7PM EST (Fri)
- 8AM to 4PM EST (Sat)

Normal

- 8AM to 7PM EST (Mon-Fri)

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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).

Follett Discover | Adopt is our next-generation tool for faculty to review and select course materials which makes it easy for instructors to find the right content. Using the College's existing workflows and a single sign-on through the learning management system, instructors receive personalized information for the courses they teach.

Our platform is directly integrated with your campus's SIS for real time updates on active courses and sections. Your campus may add or cancel sections leading up to the first day of class. The tool always reflects the active courses and sections and will not show cancelled sections.

With Follett Adopt, everything your instructors need to manage course materials is all in one place. After selecting their desired materials, instructors can seamlessly send adoptions to the UMW Store.

Faculty and Administrator Benefits:

- **Easy Submission**: Faculty can submit new or readopt materials in just a few clicks.
- **User-Friendly**: Faculty can view textbook details, pricing, and formats easily and choose affordable options quickly.
- **Time Saving**: Automated processes simplify adoption collection for administrators. Submitting on behalf of faculty is a breeze.
- **Personalized Reminders**: Actionable email reminders encourage on-time adoptions for best student prices.
- **Hassle-Free Login**: No sign-in or passwords needed. Faculty log in via SSO.
- **Extensive Catalog**: Access the largest course materials catalog, including extensive OER coverage through Merlot.
- **OER Uploads**: Easily upload OER for students.

A One Stop Shop for Course Materials (and beyond), Integrated with Financial Aid

Our platform offers one shopping cart for everything students need, from course materials to technology, to school supplies. Students can easily purchase all required materials and be ready for the start of class.

- Students can shop in the LMS, by student ID, or login with school credentials to access a curated shopping list, ensuring they always get the right materials
- Shopping is fully integrated with financial aid to ensure students can get course materials, supplies, and technology without delay.
- Deep LMS and SIS integrations means that students always have convenient and timely information on their required materials.
- Convenient options for students including format choice—from new, used, print, and digital—and easy pick-up or shipping options for print titles, supplies, and more.

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Shop by Student ID

Leveraging our Discover technology platform, our in-store program, and eCommerce feature, Shop by Student ID, creates a simple and direct course materials shopping experience based off of the student's schedule. With Shop by Student ID, a student needs to simply enter their ID in the designated area on your ecommerce website to be presented with a consolidated shopping cart of all required materials. With a few keystrokes, they can easily purchase all or some of the required materials and be ready for the start of class.

Fulfillment

All website orders flow directly into our Order Management System (OMS). The OMS creates inventory transparency across our network, letting us fulfill orders anywhere, anytime, and through any channel, regardless of order origin. Our OMS connects all our stores, increasing assortment access and minimizing out-of-stock scenarios. This provides additional capabilities, such as adding direct-ship vendors to our assortments.

Customer Order Email Messages

Customers receive automated emails to the email address they provide once their online order is complete. Multiple email notifications are generated depending on the items in the purchase. The order confirmation generates upon receipt of the order. Customers receive emails every step of the way to keep them updated on the status of their orders.

Order-related emails include links to the online campus store and store contact details. They have a polished design and are optimized for easy viewing, regardless of device. For U.S.-based stores, a marketing section includes a product recommendation cross-sell zone and a marketing banner to generate additional traffic to your online store. This has the added benefit of encouraging repeat purchases.

Retail: Order Status

After placing an order, a real-time inventory check is performed. Customers receive email updates on order status throughout the shipping process.

Customer Shipping Program

Not all shipping is created equal. Follett keeps shipping as simple and straightforward with the following:

- Flat rate for expedited shipping such as 2nd day (faster) and overnight (fastest).
- Major acceptable carriers such as UPS and USPS will be utilized.
- Domestic and International shipping will be offered.
- Tracking shipments in transit will be available, with the exception of USPS shipments.
- Shipping rates are subject to review.
- There is no mark-up added by Follett to standard UPS shipping rates.

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Protecting the Security of Student and Customer Information

We take the security of customers' personal and credit card information very seriously. As such, we've implemented appreciate protection mechanisms. This includes:

- Comprehensive Audits
- Data Security Awareness Programs
- Strict Companywide Protocols
- And more

We continually refine our measures as technology improves.

eCommerce and Order Management

Our ecommerce platform is designed to make ordering books online simple, quick, and convenient, ensuring a seamless experience for students. The process begins with intuitive drop-down menus where students select their program, term, department, course, and section. Once these details are entered, a customized page displays required and recommended/optional materials, complete with cover photos, author names, titles, ISBNs, and edition details. Students are presented with all available purchasing options—new, used, rental, or digital—and the platform automatically defaults to the lowest-priced option for maximum savings.

From there, students can easily place items into a shopping cart and either proceed to checkout or continue selecting materials for additional classes. The checkout process allows students to specify their preferred payment method and shipping destination, with real-time inventory checks ensuring accurate availability information. Updates are sent via email throughout the shipping process, from order acknowledgment to final tracking details. Back orders are clearly communicated and fulfilled promptly upon restocking at our distribution facility or campus store.

Our digital ecommerce platform extends beyond order placement to provide a comprehensive order management experience. Students can log into their accounts to edit, or cancel orders directly online, offering flexibility and control over their course materials. These capabilities enhance the customer experience by giving students the power to make adjustments as their needs change.

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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.

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

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

We measure success through clear and consistent metrics; student satisfaction with affordability and convenience, faculty satisfaction with ease of adoption and access to course materials, and campus leadership's confidence in our ability to deliver on promises. Regular feedback, data-driven insights, and transparent communication ensure we remain aligned with the institution's goals. Ultimately, a successful partnership is one where the school feels supported, students thrive, and the relationship evolves to meet the ever-changing needs of higher education.

Access Survey

Follett will survey both faculty and students one month into the Fall term and one month into the Spring term about the Access program. Survey questions are carefully curated so that Follett staff can understand program efficiencies in communication and execution of campus-wide programs. Multiple choice and open-ended questions are asked so that Follett and UMW stakeholders can evaluate responses and create actionable steps to improve the program so that everything runs at optimal efficiency.

TruRating

Follett also utilizes TruRating, a customer feedback system that allows our stores to survey customers with a single question after a transaction. Customers using debit, credit, wallet (Apple, Google, Samsung), or campus cards at the point of sale (POS) will be prompted to answer a survey question on the PIN pad. These questions are preselected, enabling us to benchmark performance against similar stores. Follett uses rotating core questions to ensure the feedback remains relevant. This feedback is linked with over 50 pieces of contextual data, offering insights into areas for improvement, real-time performance tracking, and recognition of team achievements. The five core metrics assessed are Service, Product, Experience, Value, and Recommendability.

TruRating feedback is easy, anonymous, and provides verified, trusted ratings for your store and other customers. It also delivers targeted insights to help optimize sales and improve the customer experience. The questions are displayed in English or French-Canadian, depending on the location.

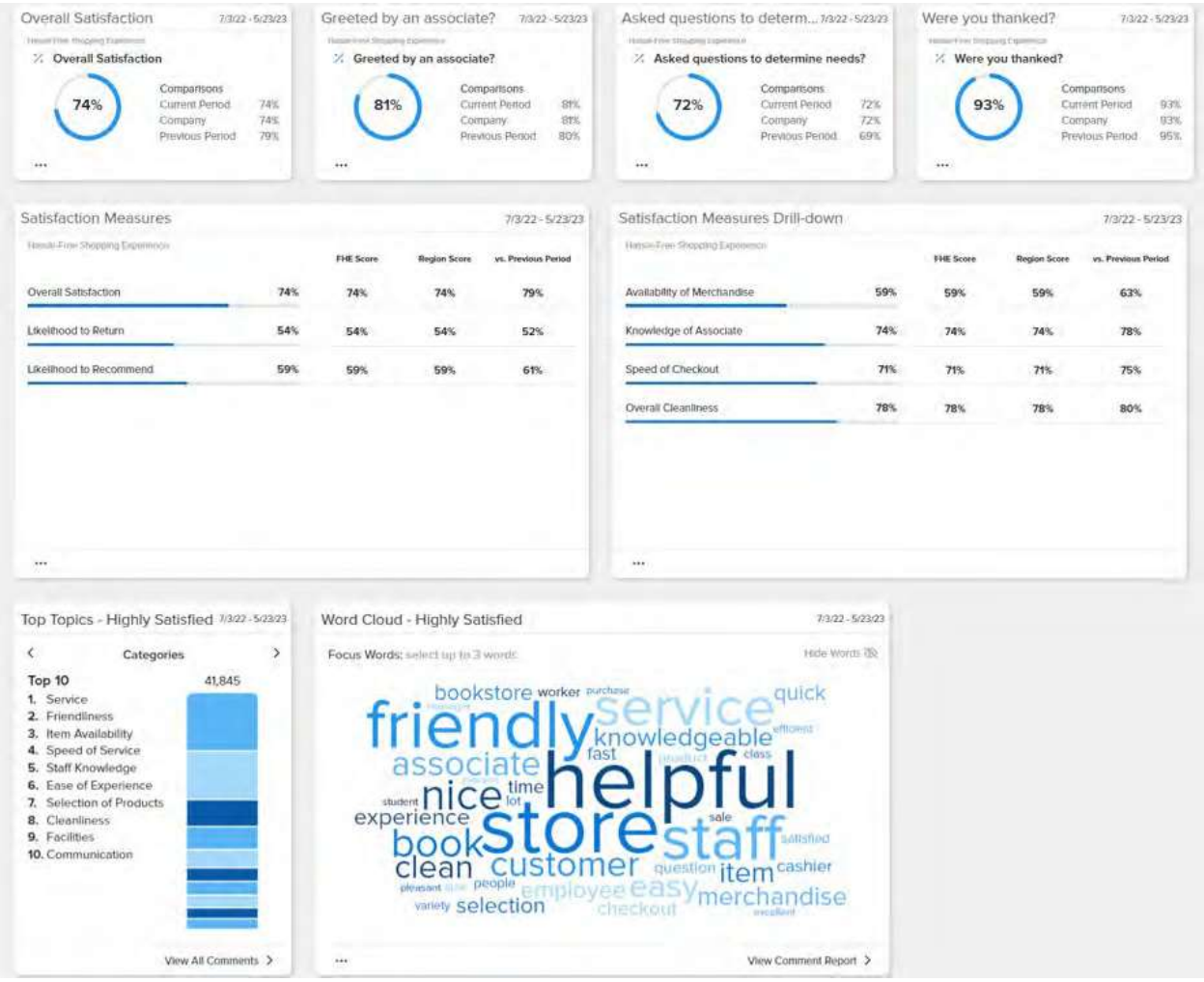
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2. Firm shall commit to sharing survey results and other relevant performance metrics with UMW Business Services.

We acknowledge and fully support the requirement to share survey results and other relevant performance metrics with University of Mary Washington Business Services. We consistently track the performance of our stores through surveys and careful monitoring of customer and partner feedback. This process helps us identify key trends and areas for improvement. Each month, our Regional Managers take a proactive approach by reaching out to our campus partners to review the survey results in detail. These discussions focus on identifying new opportunities for growth, enhancing customer satisfaction, and coordinating upcoming store events. This regular communication ensures that we stay aligned with the needs and goals of each campus, fostering strong, collaborative relationships.

The following are example survey results UMW will receive from Service Management Group (SMG) and TruRating.

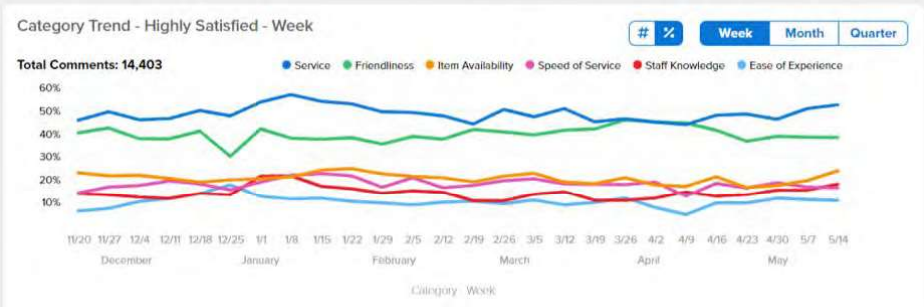
SMG



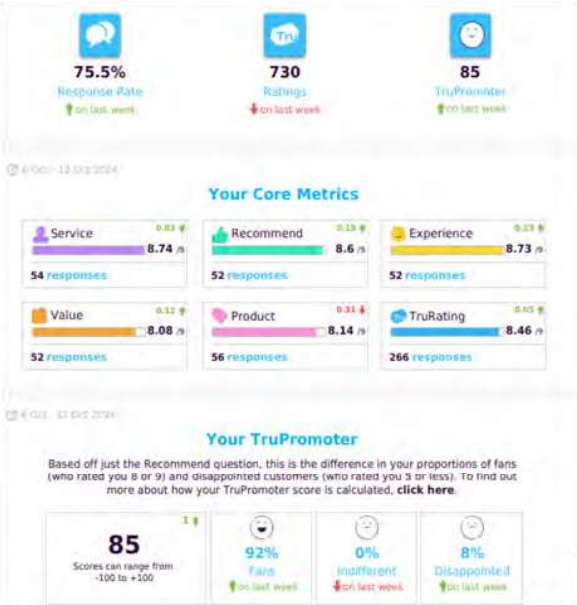
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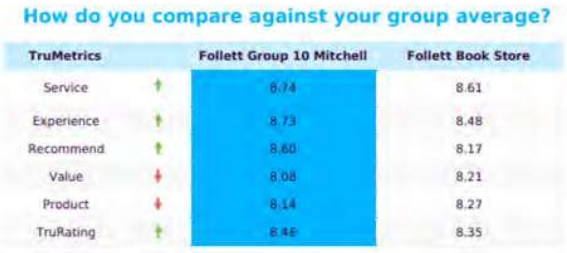




TruRating









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

Our goal is to minimize customer complaints; however, from time to time they do arise. Handling customer complaints requires empathy, enthusiasm and tact, and serving campus customers is a delicate skill involving the sincere belief in one's own ability to listen, understand and then help the customer with their complaint. The complaint must be handled immediately, diplomatically, honestly and to the customer's complete satisfaction. A valued repeat customer is more important than a one-time sale.

Our experience has shown that proactively training our associates can minimize bookstore complaints.

Follett works with each campus we serve to develop a complaint resolution process, normally based on existing policies. Some examples of existing complaint resolution procedures include:

- Train all associates to listen to the complaint and repeat complaint to the customer.
- Handle complaint immediately. Call Store Manager for complaints that cannot be handled by an associate. Managers are highly trained to respond quickly and in a positive manner.
- Manager is responsible for documenting complaint. The store complaint log is reviewed daily by the Store Manager. Manager may call to confirm the issue was resolved. If it is not resolved, Regional Manager is informed and becomes involved.
- Monthly summary of complaints and resolution is provided to the Regional Manager and University contact.
- Complaints are regularly monitored to see how policy/training/store information can be adjusted to reduce complaints.

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

Our dedicated account team is committed to supporting University of Mary Washington and ensuring a seamless experience with our services. We pride ourselves on fostering open and transparent communication, working hand-in-hand with the UMW team to address any potential challenges quickly and efficiently. With a proactive approach and a deep understanding of the University of Mary Washington's unique needs, we aim not only to resolve issues as they arise but also to anticipate and prevent them from occurring in the future. Your success is at the heart of everything we do, and we are here to provide unwavering support, tailored solutions, and the peace of mind that comes from knowing you have a trusted partner by your side.

Your Group Vice President and Regional Manager will serve as your key contacts to ensure smooth and effective communication while addressing any performance needs. They will work closely with your team through calls, campus visits, or email to coordinate efforts and provide direct support in key areas.

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To maintain optimal performance, your Group Vice President and Regional Manager will facilitate collaboration with the following departments:

- Business Affairs or Auxiliary Services: Aligning financial and operational goals.
- Academic Affairs: Ensuring seamless course material availability.
- IT: Supporting system integrations and web program functionality.
- Athletics: Addressing the specific needs of student-athletes.
- Student Affairs: Enhancing engagement and satisfaction for students.
- Alumni Affairs: Exploring opportunities for alumni partnerships and initiatives.
- Marketing and Communications: Aligning on branding and outreach strategies.
- Facilities: Managing logistical and operational considerations.

This collaborative approach ensures that all areas of UMW's needs are met efficiently and effectively. With ongoing support from the regional manager we are committed to fostering a strong partnership and delivering exceptional results tailored to your goals.

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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.

Since our founding more than 150 years ago, Follett has supported faculty in finding and adopting learning materials, and helped students discover the most effective and efficient content formats for their learning styles. We provide all students access to the materials needed to be successful in their academic pursuits — on or before the first day of class. As an industry leader, we know that well-prepared students are more successful and more likely to stay in school. We align our programs and services with the goals of your institution, faculty and students to deliver the greatest value.

Getting an Edge in Today's Market

We stand out with solutions to answer next-generation expectations, by collaborating with you to support your mission and, delivering required and recommended course content adopted at your direction. We act as your agent and aggregator and work with your chosen sources. Whether it is publisher materials, Open Educational Resources (OERs), YouTube, TedTalk, or other open content, we ensure your faculty have the choices they need in the optimal formats and affordable price points for your students.



Powerful Course Material Solutions

Supporting Student Achievement and Institutional Success

Comprehensive Materials

Our comprehensive suite of products, services, and solutions provides the depth to meet your needs. We continually enrich our programs to keep you on the academic forefront.

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

Solutions for Every Learning Style

Student learning styles are diverse and unique. We recognize the challenge this may represent for University of Mary Washington. Through our partnerships with more than 6,000 publishers and educational services providers, we have access to hundreds of thousands of learning material titles and supplies. We also work around students' varying learning styles and preferences. Simply put, we help you provide whichever resources fit students best.

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Digital-First Convenient Access

Follett embraces a digital-first philosophy that puts course materials inside your institution's Learning Management System (LMS) so that students can access their materials on day one – right where they go to learn. Putting course materials inside your Learning Management System (LMS) offers students the convenience and ease they are accustomed to in their daily lives. With a single sign-on into the LMS, students will see their course materials on a digital "shelf" and can begin reading with a single click. Follett matches student registration data with course and book level data inside the LMS so when a student chooses to add or drop a class, their required course materials are always in front of them, thus keeping them prepared with accessible learning materials at all times.

Course-Related Items

The UMW Store will offer supplies for course-related needs, including:

- Art Supplies
- Medical/Nursing Scrubs
- Lab Coats
- Culinary Garments
- Emergency Medical Technician (EMT)/Fire/Police Uniforms
- Automotive Workwear
- Cosmetology Supplies
- Dental Supplies
- Any other course-related clothing and supplies

Garments can be customized with school logos/departments, and the student's name, if needed, contributing to University of Mary Washington's brand.

Material Affordability

Affordability and access are consistently among the highest concerns for students when purchasing course materials. With over 1,000 physical and online stores, we maintain the most extensive library of used and rentable printed books and deliver more eBooks and courseware than any other provider. Leveraging these assets, we make the cost of learning materials easier to bear so students can focus on their studies.

Textbook Rental Program

Follett's Rent-a-Text program is the largest learning materials program in the marketplace. We offer new, used, digital, and rental titles both in-store and online. Follett understands your campus community may often require specialized titles and selections, which is why our Rent-a-Text program is highly customizable.

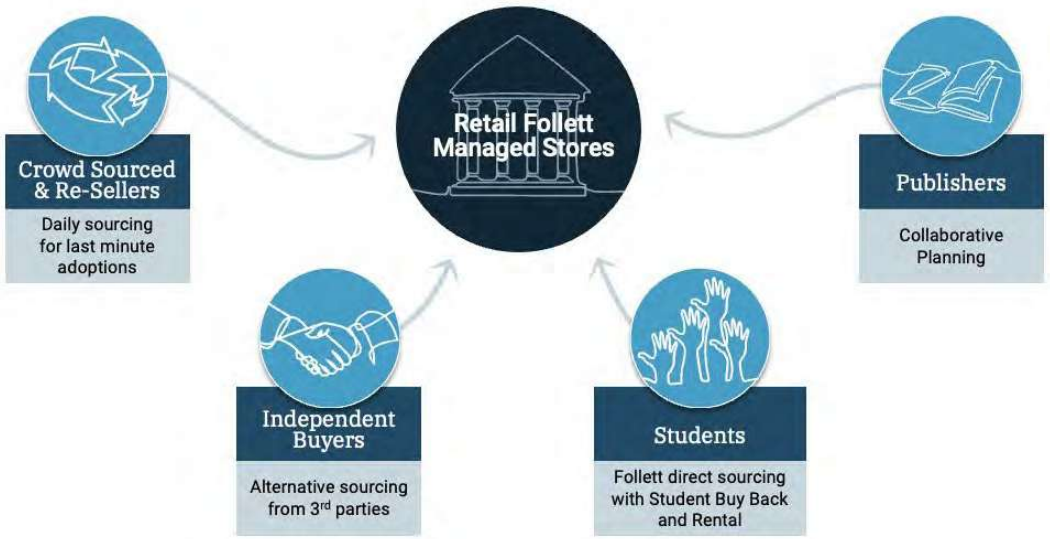
Since 2010, the Follett Rent-a-Text program has saved students more than $1.6 billion across the nation. We strive to help your campus reduce textbook costs while driving sales and increasing the market share of your Follett-managed store.

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Used Books Program

Used books represent a great value, costing on at least 25% less than new books. With Follett, your students will enjoy the greatest selection of used books available. We have access to more used textbooks than any other campus store management company.

We don't, however, rely just on *our* supply of used texts. We have modernized the used book supply chain through our inventory management system. Follett sources used textbooks from multiple wholesalers, and transfer used textbooks between Follett campus stores across the country.



Book Buyback Program

Buying back textbooks is essential to our commitment to affordability. That's why we purchase used textbooks year-round.

For textbooks adopted for the following academic term, we'll purchase them at no less than 50% of the student's purchase price, rounded to the nearest quarter. We'll buy back materials at this price until we reach sufficient quantities to meet course requirements. Once we meet course requirements for the next term – or if the textbook is not being used for the following academic term – we repurchase at wholesale prices in your campus's area, rounded to the nearest quarter.

Open Educational Resources (OER)

OERs are resources available at little or no cost for teaching, learning, or research. They're part of many campuses' approaches to addressing course material affordability, and we are proud to support these efforts. We deliver OERs through our suite of academic tools.

How We Support OER

We support the mission of our partner institutions, including adopting OER materials, and want to be a resource for campuses, libraries, and faculty in their quest to add value and to lower cost of their courses. Our academic tools, such as Follett Discover™ and Follett Access programs, support the mission of OER.

We make thousands of OER resources available for adoption through our Discover Adopt module. We continually evaluate the OER marketplace, working with many aggregators, campuses, libraries and curators to build our repository of high-quality OER materials.

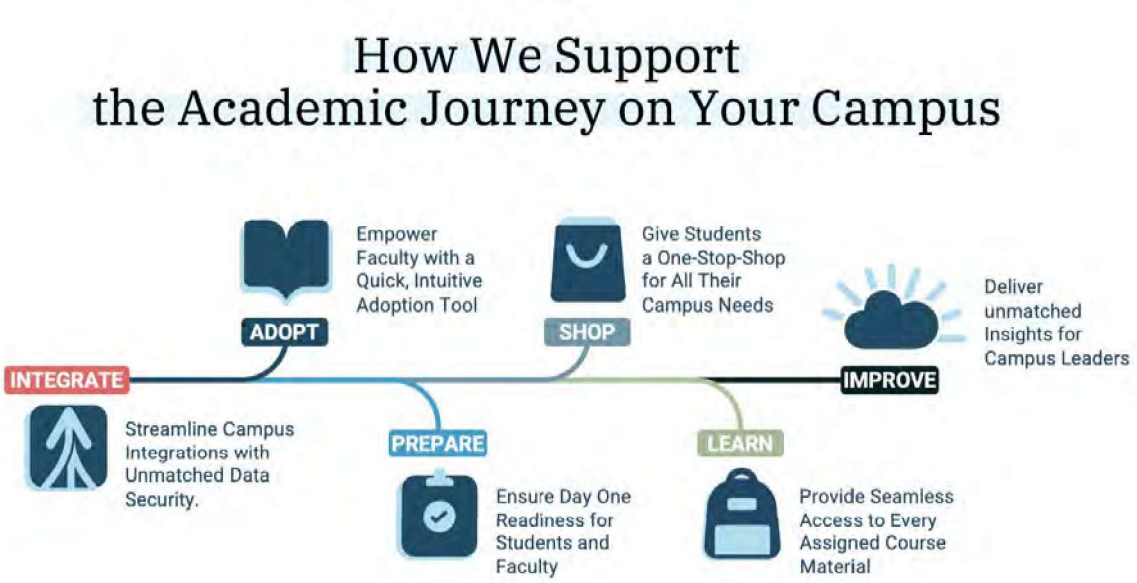
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Types of OER

OERs are primarily digital resources, including open courseware, open textbooks, learning objects, digital tutorials, online modules, streaming videos, and open journals.

Open Courseware

Open courseware is a free digital publication of college and university level educational materials. These materials are usually organized as courses and often include course-planning materials, evaluation tools, and content.



Integrate: Streamline Your Campus Integrations with Unmatched Data Security. Connect your SIS, LMS, financial aid systems, and identity management with unmatched data security and privacy. Our industry-leading technology keeps you on the cutting edge of store operations so you can deliver a secure, private, and modern experience.

Adopt: Empower Faculty with a Quick, Intuitive Adoption Tool. Our intuitive adoption experience helps faculty submit new adoptions, or conveniently readopt material, in seconds. The clean, modern platform makes it easy to view textbook details, including pricing and format, so faculty are empowered to make the most affordable selections for students.

Prepare: Ensure Day One Readiness for Students and Faculty. There's a lot to manage in the weeks leading up to term start. Our tools are designed to save faculty time when setting up their course in the LMS, and to ensure clear communication to students, so they know exactly what materials are assigned, how much they cost, and how to stay on top of key deadlines.

Shop: Give Your Students a One-Stop-Shop for All Their Campus Needs. From course materials to supplies, tech, and school-branded merchandise, students can find everything they need to succeed, all from one source where every purchase benefits the campus community.

Learn: Provide Seamless Access to Every Assigned Course Material. One-click access to all digital course materials without the hassle of access codes. Students go to one, convenient destination to find materials quickly and complete assignments. They can even access materials from prior terms in their personalized academic library. Plus, faculty get peace of mind that students have everything they need to come to class prepared.

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Canvas Integrations

Follett's integration technology is a unique, state-of-the-art LMS middleware platform for the purpose of quickly delivering, scaling, and seamlessly managing digital learning materials delivery to all faculty and students.

This technology is the only available, off-the-shelf solution for enterprise providers like University of Mary Washington to manage digital course materials at scale with any provider and any LMS in the market. Follett's also the only technology enabling instant access user-experience through campus LMS's, with capabilities to connect to any student transaction model including inclusive access, equitable access and student pay models. This flexible technology can enable multiple models simultaneously on a course-by-course basis.

Key Capabilities include:

- One point of integration for all publisher content
- Student data privacy and anonymization
- Unique LMS platform integration with e-reader
- Flexible model delivery (inclusive access, equitable access, student pay)
- Seamless integration with D2L to remove all barriers to access by removing the need for access codes and course keys
- Cloud based platform quickly reacts to feedback and improvements to the UX experience in real time

Our industry solution for providing colleges and universities with a student data-privacy consent and anonymization capability for meeting current and new Privacy policies, statutes, and IT risk management requirements.

We are pleased to outline our capabilities for University of Mary Washington and look forward to more discussion on how Follett's Integration Technology can meet University of Mary Washington's goals for enterprise digital delivery at-scale, industry-leading customer experience and satisfaction, revenue growth and cost containment.

Follett Discover | Adopt

Follett Discover | Adopt is our next-generation tool for faculty to review and select course materials which makes it easy for instructors to find the right content. Using the University's existing workflows and a single sign-on through the learning management system, instructors receive personalized information for the courses they teach.

Our platform is directly integrated with your campus's SIS for real time updates on active courses and sections. Your campus may add or cancel sections leading up to the first day of class. The tool always reflects the active courses and sections and will not show cancelled sections.

With Follett Adopt, everything your instructors need to manage course materials is all in one place. After selecting their desired materials, instructors can seamlessly send adoptions to the University Store.

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Price Matching

We prioritize ensuring students are provided with affordable options for course materials. In addition to competitive pricing, we offer a Price Match program.

Our Price Match program is valid on textbooks (new, used, and rental) that are currently in stock at the University of Mary Washington Store and competing retailers. We'll match the lowest, verifiable, advertised price on college textbooks for students who rent or purchase new or used books. The price difference will be issued as a refund.

Learn

No matter how a student prefers to learn — new or used print books, rental, or digital materials — we offer options to meet their needs and an experience that makes accessing materials simple and convenient. Like a streaming device for digital learning content, Follett's platform consolidates hundreds of LMS learning tool integrations into just one.

Follett's LMS integration gives you the power to do what no other platform can: allow students to access all their learning materials with a single click.

With Follett, your students get seamless access (no access codes ever!) with best-in-class data privacy protections and security, ensuring that private student data never leaves campus.

The three course material paths:

NATIONAL COURSE MATERIALS		
FOLLETT ACCESS **Course Materials for All**	**TRADITIONAL MODEL** **Individual Purchase**	**INNOVATIVE COURSE MATERIAL TECHNOLOGY**
• Deliver all course materials as part of tuition or course charges • Prepared for the first day of class • Reduced stress • Levels playing field for all • Savings up to 30%	• 6,000+ publishers • Course materials choice from all publishers • Proving all formats that students need or prefer • Integration with campus systems • Providing cost-savings opportunities	• Exploration and distribution of digital content, including OER • Follett Discover comprehensive tools set • Hassle-free access for instructors and students • CourseTracks proprietary merchandise management software and built in adoption functionality

Follett BryteWave

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

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

Brytewave Publishing

To support the authors on our campuses, the BryteWave Publishing program enables faculty and administrators to easily turn their copyrighted content into digital books. These digital books are available for sale at the campus store, both in-store and online. Digital books are never out-of-stock, and the author receives a commission for every sale.

Digitally published material is provided in a convenient, cost-effective format and is available to a wider audience. There are no physical inventory or printing costs, so you can provide even more savings to your students.

ADA Guidelines

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

Desktop Features

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

App Features:

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

For Additional details on Follett Discover please use the link below for demo videos.

- End to End Demo: https://follett.com/video/follett-discover-end-to-end-demo/
- Administrators: https://follett.com/video/demo-follett-discover-administrators/

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

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

Follett has partnered with leading and most respected firms in this market - University Custom Publishing and LAD Custom Publishing - to provide top-of-the-line, fully integrated services. This includes the use of both print and digital format, based upon preference and faculty needs.

LAD Custom Publishing

LAD Custom Publishing is the connection between faculty, students and your bookstore for Harvard Business School Publishing and other copyrighted content.

eLAD

LAD Custom Publishing has also launched (www.eLADCustomPub.com) to offer digital course packs! LAD has partnered with Harvard Business School Publishing (HBSP) to enable professors to search and add HBSP's content in an easy 1-2-3 manner. Faculty can also add their own material as well as copyrighted content. The website links faculty, students and bookstores together for the creation of course packs that the students may purchase and download.

We actively publicize our course pack program by publishing calendars and sending e-mail reminders to department chairs to ensure that all faculty members are aware of the service and deadlines. Custom course materials, whether printed or in digital media, are a growing and vital part of the higher education course materials market and Follett is positioned to fill the need effectively.

University Custom Publishing

Our products and services include:

- Copyright clearance
- Course readers
- Out-of-print books
- Business case studies
- In-class handouts
- Custom publishing department management
- Sales, marketing and promotions

University Custom Publishing's experienced, professional, full-time staff offers superior quality products and exceptional customer service that you expect and deserve. Faculty may place an order by completing a simple order form with the submission of their material. Course packs are delivered directly to your bookstore. Through the efollett.com website, students can also easily and conveniently order and purchase copies with fast shipping and tracking information.

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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.

Follett has your reporting and compliance tool, Follett Discover View is integrated into your online course schedule and leverages University of Mary Washington Stores to display the authors, titles and ISBNs of adopted course materials, so your institution is compliant with the HEOA textbook provision. Your students are fully informed and prepared – and you can turn your attention to other priorities.

Summary of key benefits:

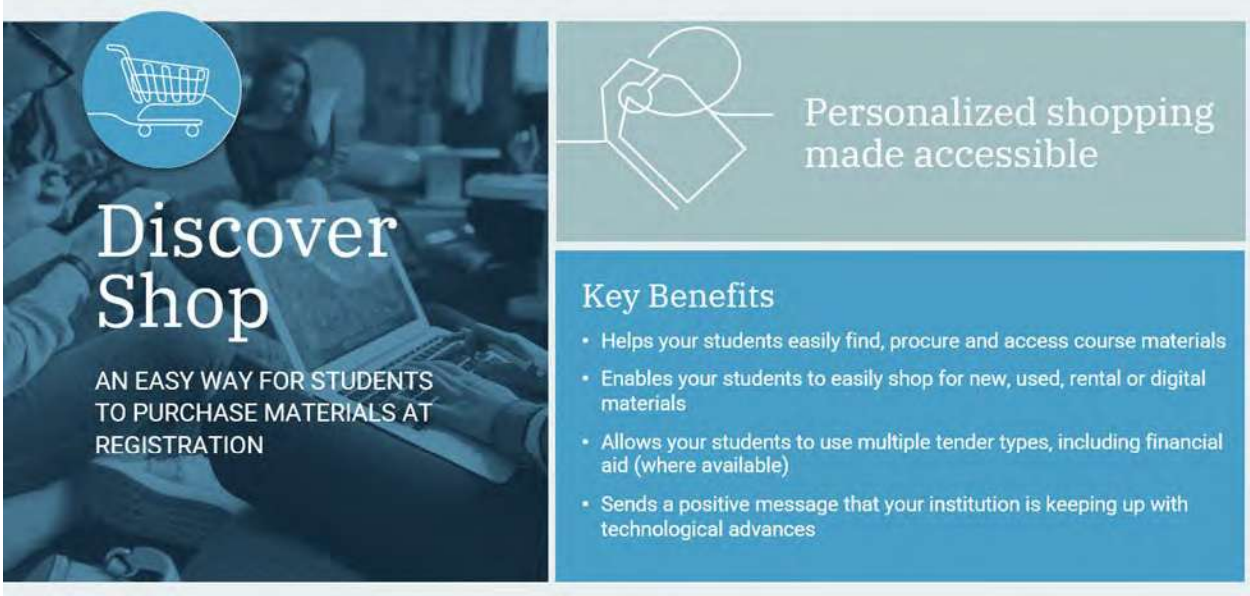
- A no-cost solution that promises to fulfill HEOA textbook provision compliance
- Students can make informed decisions about the costs of their selected courses
- Provides students with the option to immediately purchase materials



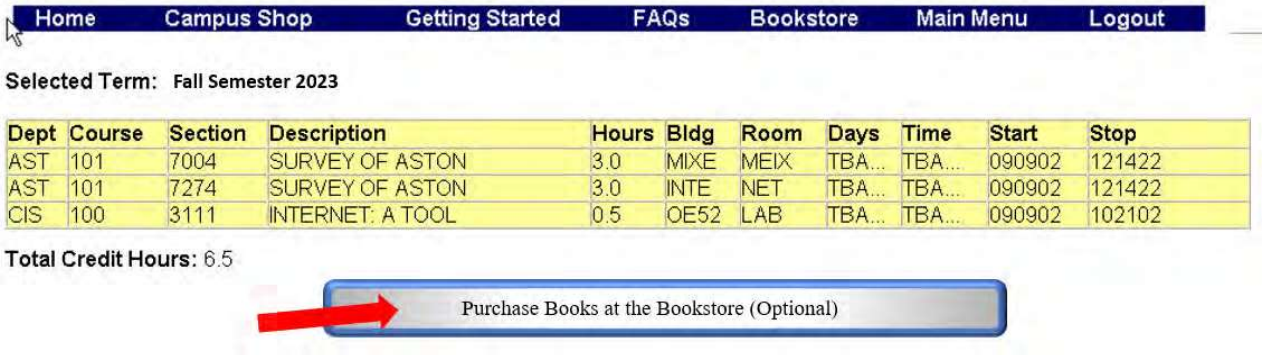
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c. How will you integrate registration of the semester with course materials purchases?

Follett Discover Shop allows students to seamlessly purchase all course materials at the time of registration. With the click of a button, the student can review all assigned materials and populate a shopping cart to easily purchase their materials.



Below is a sample of what the student sees with Discover Shop and Registration Integration.



Follett Financial Aid Integration

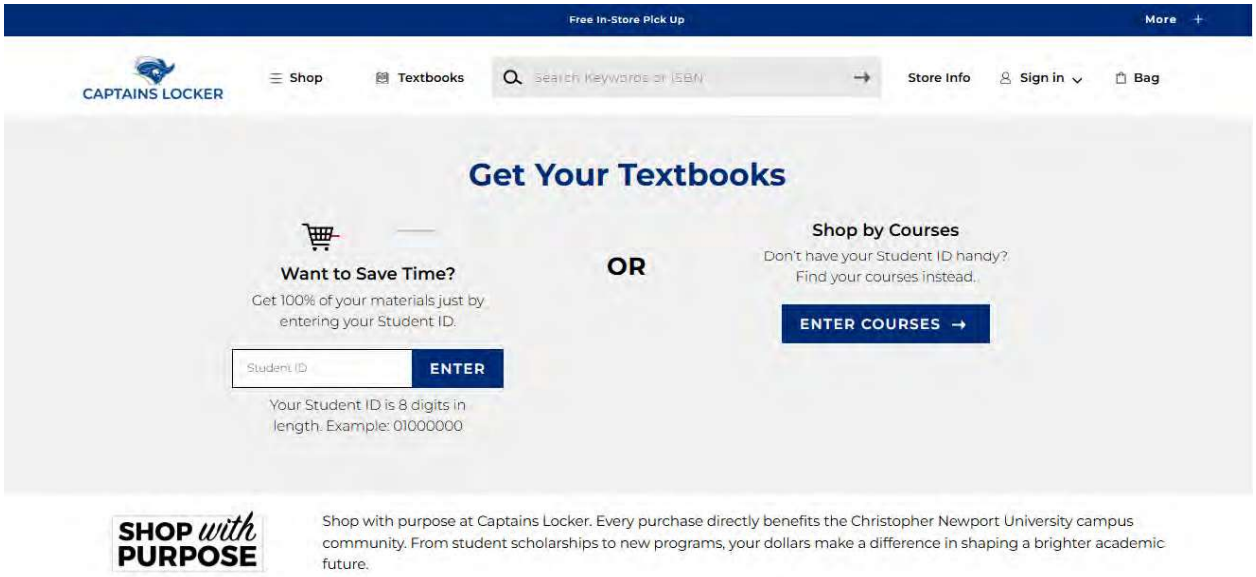
The Follett Integration System is a file-type integration solution that streamlines the integration process for campuses and provides your students access to course materials quickly, conveniently and effectively, no matter what type of financial system is used by the school. Receivable integration connects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

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Adds/drops/changes to a student's credit limit may also be sent via file load to ensure proper amounts are made available, cutting down on paper vouchers and improving accuracy and reporting to our campus partners. The University can determine any product purchase restrictions as well.

Shop by Student ID

Students can also use Shop by Student ID or shop individually by Course. Follett's Shop by Author can be implemented at UGA and join Follett's 465 campus partners offering this service. Students enter their Student ID and the website returns only the course materials list for that student's schedule. Then they can choose to purchase or wait until later.



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.

We work closely with your faculty and department administrators to secure accurate and timely adoptions. Follett confirms that the list of adopted materials will be provided to UMW Simpson Library staff for each semester and summer term.

We're excited to roll out new improvements to **Follett Adopt**, which was designed in partnership with dozens of faculty and department admins to make it easier than ever for faculty to create new adoptions or re-adopt material. For campuses that centralize adoption collection with department admins, Follett Adopt now offers more automated processes that make adoption collection seamless.

We pair this improved faculty adoption experience with personalized support from our Course Material experts to make it easier than ever to ensure adoptions are submitted on time. When textbook adoptions are provided on time, the campus store team can source the maximum number of affordable course materials, ensuring students get the best price. Plus, on time adoptions ensure that course materials are in stock at the start of the term. reducing stress for students.

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We have established the following target dates for collecting adoptions:

Fall Term: adoptions due mid-April
Spring Term: adoptions due mid-October
Summer Term: adoptions due mid-March

Roles and Workflows

With Follett Discover | Adopt, faculty or a designated individual can adopt the course materials. -

- **Concierge and Department Administrator** roles are optional and are available to customize to meet your campus' needs. The Concierge user role is a user who will be submitting adoptions on behalf of faculty members. They are assigned a department (or multiple departments) that they will need access to modify adoptions.
- **The Department Administrator role** is a user who wants to put permissions in place to require approvals for adoptions submitted. This user approves or rejects adoptions submitted by faculty and Concierge users before the adoption is submitted to the store's CourseTracks system.

Please use the link below for a brief video on Follett Discover Adopt.

A Best-in-Class Adoption Experience, Backed by User-Driven Research

- We're working to roll out new enhancements to the Adopt tool in response to user-driven research, with the needs of faculty and admins at the center. For more on this one-of-a-kind research program, read a recent blog post from our Director of UX.
- Additionally, we encourage faculty participation in our annual campus store advisory committee to better understand their course material needs.
- Our bi-annual Strategic Program Review highlights key course material costs and trends so faculty can make informed decisions about the materials to adopt.

Additional adoption support includes:

√ Email Campaigns
√ Communicating Details on Updated Editions, Format Types, and Digital or Rental Options
√ Hosting Adoption Collection Events on Campus
√ Sharing Booklists and Historical Adoption Information

Follett Discover Adopt - https://vimeo.com/646081478

CourseTracks: State of the Art Course Material Management Software

CourseTracks streamlines store operations and course material management to ensure the best service to students, faculty, and administrators. The platform features built-in functionality that significantly reduces the communication necessary to ensure the delivery of course material orders.

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With CourseTracks, store teams can:

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

How We Help Students Prepare

We prioritize transparency before registration. Before the start of each term, all information is in one convenient place, so students can make the best choices for their needs. With Follett's tools, they can easily find out:

- When is my financial aid available?
- What course materials will I need for class?
- What do those materials cost?
- Am I enrolled in my school's affordable Access program?

Our new student experience makes it easy for students to view a calendar of key dates and what course materials are assigned. We offer real-time sync with your course catalog and enrollments, so student information is clear and up to date.

We're rolling out enhancements within our course materials tool that will make finding course materials and preparing for class easier than ever. In response to direct feedback from students, we've made our tool more intuitive and convenient, with a modern, simplified design. This means, students will see:

- Seamless access to their personalized course material list
- A clear list of assigned course materials, with key deadlines
- Convenient options for shipping and payment
- A consistent experience with one click access to materials

These improvements will be rolling out throughout 2025.

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

Follett partners with over 800 publishers and providers to provide electronic code delivery and the list continues to grow. We work with more than 6,000 publishers and educational service providers including major publishers like McGraw Hill, Cengage, and Pearson. Our extensive catalogue of course materials encompasses hundreds of thousands of titles across various formats. This diverse selection includes textbooks, eBooks, multimedia resources, and more, ensuring that faculty and students have access to course materials.

- We maintain course material choice by providing content from all publishers.
- We respond to the marketplace by providing all formats (new, used, rental, digital) students need or prefer.
- We integrate with campus systems, including Ellucian Banner and Canvas, to streamline processes and offer one-stop access for students.
- We provide students with cost-saving opportunities through a variety of programs.

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

Follett partners with over 6,000 providers to provision new, used, rental and digital course materials. We source direct from publishers, distributors, and other providers to bring the materials you need to your students. Students can select in store pickup, home delivery, or browse our shelves. Digital materials can be provisioned directly to the LMS and in most cases, without an access code.

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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.

Affordability and access are consistently among the highest concerns for students when purchasing course materials. With over 1,000 physical and online stores, we maintain the most extensive library of used and rentable printed books and deliver more eBooks and courseware than any other provider. Leveraging these assets, we make the cost of learning materials easier to bear so students can focus on their studies.

Rent-a-Text Program

Follett's Rent-a-Text program is the largest learning materials program in the marketplace. We offer new, used, digital, and rental titles both in-store and online. Follett understands your campus community may often require specialized titles and selections, which is why our Rent-a-Text program is highly customizable. Since 2010, the Follett Rent-a-Text program has saved students more than $1.54 billion across the nation. We strive to help your campus reduce textbook costs while driving sales and increasing the market share of your Follett-managed store.

Our Rent-A-Text program is backed by a national library owned by Follett. The program can be customized to each specific campus, emphasizing close working relationships with our valued faculty partners.

Used Books

Used books represent a great value, costing on at least 25% less than new books. With Follett, your students will enjoy the greatest selection of used books available. We have access to more used textbooks than any other campus store management company.

Digital Materials

New technologies, including digital course material platforms and learning management systems, are being introduced into the classroom each and every day. Today's students move seamlessly through the digital world and expect their educational experience to be delivered on the devices they use on a daily basis: tablets, laptops, e-readers and smartphones.

These market drivers will play a huge part in the long-term shift from the traditional bookstore's role of filling orders of predominantly printed books on the shelves, to becoming a course materials resource center featuring new service offerings to support an evolving higher education experience. While we view this as an evolution (and not a revolution), Follett is implementing programs to optimize our service levels, introducing new technologies to bolster infrastructure and leveraging fresh approaches to improve the way we train and motivate our associates.

1. eBooks – typically delivered through a digital eReader with content provided in one of two formats. Both types provide little or no interactivity with the material. This content type represents two percent of all national digital content provisioning programs.
2. Courseware – software designed to be used in an educational course. Courseware can often be personalized to address students' specific learning needs, with the content adapted based on the learners' activities. This content type represents 98 percent of all national digital content provisioning programs.

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3. Portable Document Format (PDF) is the most basic format of digital books, which is created by producing a PDF version of a textbook's layout. The most popular PDF software is Adobe Acrobat Reader.
4. Electronic Publication (ePub) is the most widely used eBook format and is the standard open format for the publishing industry.

Digital learning materials can be made available for rent with a time-based subscription or purchased for use on student devices. Or schools can make digital books available via a learning management system (LMS), which often also includes tools for instructors to add additional course materials, track student progress and engage with students.

The price of digital learning materials is usually significantly less than their printed counterparts because there are no costs associated with printing or shipping. Purchasers simply buy access to the materials online. Students gain immediate access to digital learning materials because they are never out of stock.

Digital materials can be sold on their own through BryteWave, Digital Integration, Digital Passcode Fulfillment, printed on a physical card, or as part of a package with print materials.

Canvas Integrations

Follett's integration technology (powered by Willo Labs) is a unique, state-of-the-art LMS middleware platform for the purpose of quickly delivering, scaling, and seamlessly managing digital learning materials delivery to all faculty and students.

This technology is the only available, off-the-shelf solution for enterprise providers like University of Mary Washington to manage digital course materials at scale with any provider and any LMS in the market. Follett's also the only technology enabling instant access user-experience through campus LMS's, with capabilities to connect to any student transaction model including inclusive access, equitable access and student pay models. This flexible technology can enable multiple models simultaneously on a course-by-course basis.

Key Capabilities Include:

- One point of integration for all publisher content
- Student data privacy and anonymization
- Unique LMS platform integration with e-reader
- Flexible model delivery (inclusive access, equitable access, student pay)
- Seamless integration with Canvas to remove all barriers to access by removing the need for access codes and course keys
- Cloud based platform quickly reacts to feedback and improvements to the UX experience in real time

Our industry solution for providing colleges and universities with a student data-privacy consent and anonymization capability for meeting current and new Privacy policies, statutes, and IT risk management requirements.

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Price Matching

We prioritize ensuring students are provided with affordable options for course materials. In addition to competitive pricing, we offer a Price Match program.

Our Price Match program is valid on textbooks (new, used, and rental) that are currently in stock at the University of Mary Washington Store and competing retailers. We'll match the lowest, verifiable, advertised price on college textbooks for students who rent or purchase new or used books. The price difference will be issued as a refund.

Access Programs

The most effective way to reduce costs to students is with our Inclusive and Equitable Access models.

The **Inclusive Access (IA)** program focuses on delivering digital course content—such as eBooks and interactive courseware—directly through University of Mary Washington's Learning Management System (LMS). Print materials can be delivered to campus or home address. Print materials can also be assigned to in-store pick-up where Follett operates the campus store. With IA, students gain access to their required materials on or before the first day of class, reducing stress and ensuring equal preparation for all learners. The program also offers significant cost savings compared to traditional print materials. Faculty retain full control over course material selection, including the ability to incorporate Open Educational Resources (OERs). Follett's IA solution also includes a transparent opt-out process, ensuring compliance with state and federal regulations.

The **Equitable Access (EA)** program takes affordability and inclusivity to the next level by bundling all required course materials—digital, print, lab kits, and supplies—into tuition or course charges. This ensures that every student has the resources they need from the first day of class, eliminating disparities caused by economic barriers. EA has been shown to save students up to 80% on course material costs while simplifying the acquisition process. Faculty benefit from the ability to choose the most effective content for their courses, confident that every student will have uniform access to the required materials. Flexible pricing models, such as flat-rate pricing per term or credit hour, can be tailored to the University of Mary Washington's needs.

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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.

In operating the Store, Follett will charge industry standard, competitive and fair prices which, at present, are as follows:

- On new textbooks and trade books, not more than the publishers' list price, or a 25% gross margin (cost divided by .75) on net price books and list price books sold to Follett at less than a 25% discount off list, and rounded up to the next quarter.
- On coursepacks, text "packages and "bundles," and non-returnable and return-restricted texts, not more than a 30% gross margin (cost divided by .70), and rounded up to the next quarter.
- On eBooks and other digital content, when Follett determines the end-user price, Follett will follow the same pricing rules applicable to coursepacks, and when the publisher determines the end-user price and Follett acts as agent, Follett will use the publisher price.
- On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices rounded up to the next quarter.
- On rental books, Follett will be setting rental fees for each title, and any given title's fee may vary as a percentage of the retail selling price.
- On course required or any related supply items, "sets" and "kits", not more than the normal gross profit margin for similar merchandise in the college bookstore industry
- On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.
- Follett ACCESS Program fees will be determined by Follett for each semester or summer session and submitted to School.

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.

Follett's pricing model aligns with University of Mary Washington's mission to minimize the financial burden of textbooks on students by offering innovative, data-driven solutions and affordable options across all course material formats. Our extensive network of over 1,000 physical and online stores allows us to provide the largest selection of used and rentable textbooks, along with a robust offering of digital resources, including eBooks and passcodes, making learning materials more accessible and cost-effective. Through programs like **Follett Access**, we integrate course materials into tuition or fees, ensuring students receive their resources by the first day of class, reducing stress and leveling the academic playing field. Our digital-first strategy streamlines access through Learning Management System (LMS) integration, simplifying the process and eliminating barriers to affordability.

To further support affordability, we propose establishing a **Textbook Affordability Committee** at University of Mary Washington, bringing together students, faculty, and administrators to set actionable goals and use data insights to identify cost-saving opportunities. Leveraging our proprietary technology, including the **Insights Dashboard**, University of Mary Washington will have unparalleled transparency into course material costs and adoption trends.

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This tool enables the university to pinpoint high-cost materials and evaluate their necessity, ensuring students only pay for resources that add value to their education. By combining strategic partnerships, cutting-edge technology, and a commitment to affordability, Follett together with University of Mary Washington leadership, we can continue to reduce the financial burden of course materials while enhancing the student experience and favorable student outcomes.



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.

Follett does not currently have an online price comparison tool that would allow students to compare prices without leaving the webpage. However, Follett does provide a price match program to ensure students receive competitive pricing for their course materials.

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.

We prioritize ensuring students are provided with affordable options for course materials.

Our Price Match program is valid on textbooks (new, used, and rental) that are currently in stock at the University of Mary Washington Store and competing retailers. We'll match the lowest, verifiable, advertised price on college textbooks for students who rent or purchase new or used books. The price difference will be issued as a refund.

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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.

Follett's Access program is a standout affordability solution, delivering all required course materials as part of tuition or course fees. This model ensures students have their materials in hand by the first day of class, reducing stress and leveling the playing field for all learners. With a focus on convenience, our digital-first strategy integrates course materials directly into the Learning Management System (LMS), providing students with immediate, hassle-free access. Using a single sign-on system, students can view and use their materials on a digital "shelf," ensuring seamless availability even when courses are added or dropped.

The **Inclusive Access (IA)** program focuses on delivering digital course content—such as eBooks and interactive courseware—directly through University of Mary Washington's Learning Management System (LMS). Print materials can be delivered to campus or home address. Print materials can also be assigned to in-store pick-up where Follett operates the campus store. With IA, students gain access to their required materials on or before the first day of class, reducing stress and ensuring equal preparation for all learners. The program also offers significant cost savings compared to traditional print materials. Faculty retain full control over course material selection, including the ability to incorporate Open Educational Resources (OERs). Follett's IA solution also includes a transparent opt-out process, ensuring compliance with state and federal regulations.

The **Equitable Access (EA)** program takes affordability and inclusivity to the next level by bundling all required course materials—digital, print, lab kits, and supplies—into tuition or course charges. This ensures that every student has the resources they need from the first day of class, eliminating disparities caused by economic barriers. EA has been shown to save students up to 80% on course material costs while simplifying the acquisition process. Faculty benefit from the ability to choose the most effective content for their courses, confident that every student will have uniform access to the required materials. Flexible pricing models, such as flat-rate pricing per term or credit hour, can be tailored to University of Mary Washington's needs.

Both IA and EA align with University of Mary Washington's commitment to innovation and affordability in education. By integrating course materials directly into the LMS with a single sign-on experience, students can access their resources conveniently and begin learning immediately. Follett also supports these programs with robust tools, such as the **Follett Discover** platform and advanced dashboards for tracking adoption, usage, and cost savings. Additionally, Follett's dedicated **Access Success Team** provides comprehensive support for implementation, training, and ongoing optimization to ensure a seamless experience for University of Mary Washington's students, faculty, and staff.

Through programs like IA and EA, we can help University of Mary Washington create a cohesive, student-centered solution that meets the evolving needs of the university community while fostering equity and excellence in education.

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With Equitable Access:

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

With Equitable Access, Students:

- Save up to 80% on course materials
- Experience less stress during the purchasing process and easily access, manage and use all course materials regardless of format or cost
- Engage and learn on the first day of class by having access to all required course materials.

With Equitable Access, Faculty:

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

The Follett team collaborates with your campus to best support your students:

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

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Follett will meet and educate Faculty in the following ways:

- Presentation to Academic Provost
- Presentations to Deans and Department Heads (Presentation with Q&A)
- Presentation to Faculty Senate
- On-Going Education Sessions and Presentations to faculty at Dept Meetings Monthly
- Faculty Townhall(s)
- Webinars and Faculty Education Days will be hosted and sponsored by Follett
- Follett to work with OER Committee to affect affordability and EA pricing
- Follett presents to Student Senate
- Follett marketing team will coordinate with University of Mary Washington Mark/Comm team to provide customizable templates for branding of the EA program
- Table tents, window clings, lawn signs, digital signs, social media templates, bag stuffers etc.

Pricing

It is an important distinction that Follett's Equitable Access program is not built on an average cost of books. Our program price evaluates each student's schedule (anonymized) and our course material matching program to determine the cost per semester to each student. We are able to then use Follett negotiated pricing with publishers and providers and provide pricing with the most saving semester after semester.

This pricing can be delivered to the University in multiple formats including price per term, price per credit hour, and etc. To deliver such pricing, Follett would require certain pieces of data that include course materials adopted, and enrollment by campus. Follett would negotiate pricing with publishers and deliver pricing for the University's consideration. Follett will deliver seamless digital course materials solutions all while protecting the integrity of your student's information. In a University self-operated Universal Access program. Examples of Equitable Access Business Models are as follows:·

- EA Flat Rate price per term
- EA Flat Rate price per credit hour
- EA Pricing for Undergraduates Only
- EA Pricing for Undergraduates and Graduates
- EA Pricing with OER Zero -this business model automatically opts out students with no or only OER courses
- EA Credit Hour with Cap = Flat Rate Fee per credit hour with a credit hour cap providing a maximum price for course materials regardless of credit hours

The Access Solution Team at Follett will work with you to determine the price and business model that best suits your needs.

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Follett also has Role-based setting technology that can provide a unique user-experience for students in different business models. For example, all athletes on scholarship simply log into the LMS and their books are present, and they begin reading. The bill for their course materials is sent to the department or entity responsible for payment. While at the same time, an undergraduate student will access their course materials and will be notified their materials are part of an Access program and their student account will be charged.

Growing & Marketing Inclusive Access

Follett's Inclusive Access program is a course-by-course model, where faculty have opted to adopt an Inclusive Access title to save students money on a specific digital course material, that all students in that class also get access to the content on the first day. Students have seamless and secure day-one access within the campus LMS and can opt out of the course materials until the census date. Research shows that students perform better when they have access to course materials on day one of class.

There are two main benefits of Inclusive Access:

1. Provide access to products which improve educational outcomes for students.
2. Reduce the cost of course materials to students.

The keys to successful Inclusive Access Growth start with an efficient, user-friendly program with a track record of savings to students. Once the IA program is established, we focus on adding new courses to the program. Some of the factors to classes and course material candidates:

- Sort the course list most expensive to least expensive and share with faculty as part of the course material selection process.
- Courseware and digital materials supporting classes should all be available as an Inclusive Access program. We will partner with each department to identify the courses and add to the IA program.
- Add OER adoptions to the course list and provision OER through IA. If it's free to Follett, its free to the students. OER Courseware provides significant savings.
- Share the results. Our team will compile and share cost savings and student participation rates to emphasize the success of the program.
- Communicate to the community.

In addition to web and LMS based static content, the University of Mary Washington Store team may participate in some of the following events to relay the benefits and processes around Inclusive Access:

- Faculty in Service Days
- Faculty Senate Presentations
- Student Orientations
- Presentations/Training of Student Ambassadors and Tour Guides

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Lower the Cost- Inclusive Access Pricing Strategies

It is an important distinction that Follett's Equitable Access program is not built on an average cost of books. Our program price evaluates each student's schedule (anonymized) and our course material matching program to determine the cost per semester to each student. We are able to then use Follett negotiated pricing with publishers and providers and provide pricing with the most saving semester after semester.

With our Inclusive Access offerings, we have negotiated pricing for both IA and EA programs with the major and many other publishers. As titles are added to IA, we are able to work directly with the publisher to pass along savings for IA enrolled sections.

Inclusive Access – OPT OUT

Follett can provide and manage and Opt Out portal or use an existing opt-out portal. Students can easily select to opt out or opt back in through portal. The open and close dates will be determined in concert with the University. Information provided on the portal name can be customized to match the IA program name on your campus.

Billing Inclusive Access

Follett provides a summary and detail for all charges in the Inclusive Access program. The bill is generated on an agreed upon date following the last census date. Student, course, section, course materials are included in the details.

Examples of Inclusive Access Savings:

Title	Publisher	New	Used	New Rental	Used Rental	IA Price
Nutrition, Exercise & Behavior	Cengage	$359.95	$270.00	$269.96	$151.18	$43.30
Marketing Research	Pearson	$467.75	$351.00	$350.81	$196.46	$35.00
Operations Management	McGraw Hill	$377.25	$283.00	$373.48	$158.45	$43.75

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.

Follett collaborates with academic libraries and institutions to advance textbook affordability and expand the adoption of Open Educational Resources (OER). Our partnerships with libraries empower faculty, students, and administrators to reduce costs while enhancing access to high-quality course materials. Through tools like **Follett Discover™** and the **Follett Access** program, we enable campuses to seamlessly adopt thousands of OER resources from a curated repository, including open courseware, textbooks, digital tutorials, and interactive modules. By integrating these materials into Learning Management Systems (LMS), we ensure ease of use and alignment with institutional goals.

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In collaboration with libraries in the Cal State system, Follett has worked to increase the availability of affordable course materials through initiatives that prioritize OER and inclusive access programs. This partnership has strengthened the affordability landscape for students across one of the largest public university systems in the nation. Similarly, at the University of South Florida, we have supported the efforts of textbook affordability teams within the campus libraries to lower costs and promote open resource adoption. These collaborations have resulted in scalable solutions that significantly reduce textbook costs while enhancing the student learning experience.

One notable example is our partnership with **Texas Tech University Libraries** through the **Raider Depot Campus Store**. Follett funded an initiative to expand OER adoption for core courses, leading to substantial cost savings for students while increasing the use of openly licensed, high-quality learning materials. This initiative highlights the tangible outcomes of our commitment to affordability: reduced financial burdens for students and enhanced access to innovative educational resources.

Follett's focus on affordability, driven by strategic partnerships with academic libraries, reflects our dedication to supporting institutional missions and creating a more accessible learning environment for all students.

https://today.ttu.edu/posts/2022/10/Stories/University-Libraries-Follett-to-Partner-for-Open-Educational-Resources-Initiative

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.

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

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

For students who prefer to order textbooks offline, our bookstore manager is available to provide personalized support and ensure a smooth process. As a key member of our team, the bookstore manager works directly with students to help them identify and select the required and recommended course materials for their classes.

Students can visit the bookstore in person to review their options, ask questions, and receive expert assistance with selecting their textbooks. Our bookstore manager ensures that students have access to the same range of purchasing options—new, used, rental, or digital—while delivering the hands-on support needed to make informed decisions. Our committed Store Team ensures that all students have an easy and convenient way to access their course materials, tailored to their individual needs.

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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.

Follett routinely provides retail services to regional/satellite campuses, distance learners, dual-enrolled high school students, child development associates, deployed military students, and disability services students. In fact, no company has more experience and resources or is more qualified to meet the unique needs of these important market segments. We will offer these students the full range of course material options, including text rental, through our bookstore website and on-site services as required to coincide with demand. Shipping options include: ground, next business day and 2nd business day and returns can be processed at the bookstore or returned by mail.

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

We continually communicate with your faculty on the status of course materials they've adopted. Communication is quick and easy as we process and submit purchase orders directly to publishers electronically *and* manually. This lets us know within 24 hours if titles are available.

Using our CourseTracks™ system, last-minute orders and reorders are streamlined. We can locate and ship textbooks from any of our stores within 24 to 48 hours. To ensure that textbooks arrive promptly, we use next-day air delivery.

Retail: Order Status

After placing an order, a real-time inventory check is performed. Customers receive email updates on order status throughout the shipping process. ***For more information on customer communication channels and order tracking, please refer to page 97.***

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

With in-store pickup, UMW's campus bookstore will offer the ease of shopping online with the convenience of a fully prepared store pickup. There's even an optional push notification when an order is ready. This ***reduces or eliminates logistics costs*** (shipping and handling). That means your campus community saves more. There are no additional shipping or handling costs to the customer for in-store pick up.

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

Follett provides a seamless and transparent delivery process for online orders. Customers can easily track their orders using our "Track an Order" feature.



Both guest and registered users can enter their order number and email to receive a verification code, granting access to order details. Registered users also have the convenience of logging into their accounts to monitor pending order statuses at any time.

All online orders flow through our robust Order Management System (OMS), which provides real-time inventory transparency across our network. This system connects stores nationwide, enhancing order fulfillment capabilities and minimizing out-of-stock situations. Orders can be fulfilled directly from campus stores, warehouses, or through direct-ship vendors, ensuring optimal availability of products.

Customers receive automated email updates throughout the ordering process. Notifications include order confirmation, shipping updates, and delivery details. These emails are designed for ease of use across devices and provide links to the campus store and contact details. For U.S.-based stores, marketing elements such as product recommendations and banners encourage repeat purchases, enhancing the overall customer experience.

Shipping Options

Follett offers a flexible and straightforward shipping program:

- **Complimentary Shipping to Campus**: Students can opt for free in-store pickup.
- **Flat-Rate Shipping**: Options include expedited (2-day) and overnight services for added convenience.
- **Carrier Services**: Follett partners with major carriers like UPS and USPS to handle both domestic and international shipments.
- **Tracking**: Customers can track shipments in transit, except for USPS shipments.
- **Cost Efficiency**: Follett does not add markups to standard UPS shipping rates, ensuring cost transparency.

Additionally, we offer periodic free shipping promotions to help students save even more on delivery costs. This comprehensive delivery process ensures that students, including remote learners, receive their materials efficiently and cost-effectively, supporting their academic success.

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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.

New technologies, including digital course material platforms and learning management systems, are being introduced into the classroom each and every day. Today's students move seamlessly through the digital world and expect their educational experience to be delivered on the devices they use on a daily basis: tablets, laptops, e-readers and smartphones.

These market drivers will play a huge part in the long-term shift from the traditional bookstore's role of filling orders of predominantly printed books on the shelves, to becoming a course materials resource center featuring new service offerings to support an evolving higher education experience. While we view this as an evolution (and not a revolution), Follett is implementing programs to optimize our service levels, introducing new technologies to bolster infrastructure and leveraging fresh approaches to improve the way we train and motivate our associates.

1. eBooks – typically delivered through a digital eReader with content provided in one of two formats. Both types provide little or no interactivity with the material. This content type represents two percent of all national digital content provisioning programs.
2. Courseware – software designed to be used in an educational course. Courseware can often be personalized to address students' specific learning needs, with the content adapted based on the learners' activities. This content type represents 98 percent of all national digital content provisioning programs.
3. Portable Document Format (PDF) is the most basic format of digital books, which is created by producing a PDF version of a textbook's layout. The most popular PDF software is Adobe Acrobat Reader.
4. Electronic Publication (ePub) is the most widely used eBook format and is the standard open format for the publishing industry.

Digital learning materials can be made available for rent with a time-based subscription or purchased for use on student devices. Or schools can make digital books available via a learning management system (LMS), which often also includes tools for instructors to add additional course materials, track student progress and engage with students.

The price of digital learning materials is usually significantly less than their printed counterparts because there are no costs associated with printing or shipping. Purchasers simply buy access to the materials online. Students gain immediate access to digital learning materials because they are never out of stock.

Digital materials can be sold on their own through BryteWave, Digital Integration, Digital Passcode Fulfillment, printed on a physical card, or as part of a package with print materials.

Over 340 Canvas Integrations

Follett's integration technology (powered by Willo Labs) is a unique, state-of-the-art LMS middleware platform for the purpose of quickly delivering, scaling, and seamlessly managing digital learning materials delivery to all faculty and students.

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This technology is the only available, off-the-shelf solution for enterprise providers like University of Mary Washington to manage digital course materials at scale with any provider and any LMS in the market, ***including Canvas***. Follett's also the only technology enabling instant access user-experience through campus LMS's, with capabilities to connect to any student transaction model including inclusive access, equitable access and student pay models. This flexible technology can enable multiple models simultaneously on a course-by-course basis.

Key Capabilities Include:

- One point of integration for all publisher content
- Student data privacy and anonymization
- Unique LMS platform integration with e-reader
- Flexible model delivery (inclusive access, equitable access, student pay)
- Seamless integration with D2L to remove all barriers to access by removing the need for access codes and course keys
- Cloud based platform quickly reacts to feedback and improvements to the UX experience in real time

Our industry solution for providing colleges and universities with a student data-privacy consent and anonymization capability for meeting current and new Privacy policies, statutes, and IT risk management requirements.

We are pleased to outline our capabilities for the University of Mary Washington and look forward to more discussion on how Follett's Integration Technology can meet University of Mary Washington's goals for enterprise digital delivery at-scale, industry-leading customer experience and satisfaction, revenue growth and cost containment.

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.

Follett's robust inventory solutions ensure that all course materials—required, recommended, or suggested—are available on time and in sufficient quantities, utilizing advanced systems to track, manage, and adjust inventory to meet course needs each semester.

Coursetracks

CourseTracks is a state-of-the-art, proprietary merchandise management software that streamlines store operations and ensures the best service to students, faculty, and administrators. CourseTracks features built-in adoption functionality.

To put it simply: CourseTracks streamlines the adoption process for faculty members. This significantly reduces the communication necessary to ensure the delivery of their orders.

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With CourseTracks, textbook decision-makers can:

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

Quantities to Cover

We aim to provide the right books in the right quantities at the right time and price. We must develop positive working relationships with the faculty and departments to achieve this goal based on open and regular communication.

We utilize the term “quantity to cover” or QTC. QTC decisions are the most critical business decisions made in the college store. This is because course materials drive our business.

The critical criteria considered in making the QTC decision include:

- Enrollment
- Continuation courses
- Required or recommended
- History
- Age of edition
- Consumability
- Returnability
- Bundle
- Digital Availability
- Inclusive Access
- Vendor
- Ease of reorder
- Course
- Competition
- Campus specific factors

For more details on adoption tracking and reporting, please refer to page 82.

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.

To facilitate the adoption process, we provide various tools and resources. This includes a Strategic Program Review, a professionally designed presentation for faculty that addresses key course material issues and decision criteria. In addition, our store staff is committed to providing answers and information to support the decision-making process. We encourage faculty participation in a campus store advisory committee to better understand their needs and desires.

Our store teams coordinate adoptions with faculty and campus staff/admins through

- Email Campaigns
- Hosting Adoption Collection Events on Campus
- Hosting periodic "open mic" calls with system users
- Sharing Booklists and Historical Adoption Information
- Communicating Details on Updated Editions, Format Types, and Digital or Rental Options

Faculty can also research and submit adoption options through our suite of Discover tools.

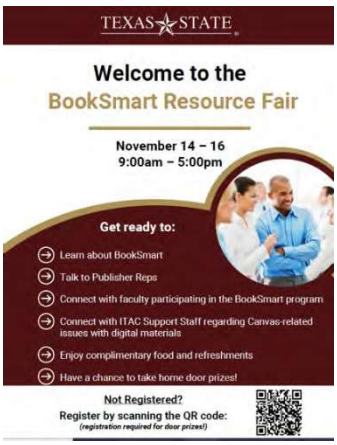
We continually communicate with your faculty on the status of course materials they've adopted. Communication is quick and easy as we process and submit purchase orders directly to publishers electronically *and* manually. This lets us know within 24 hours if titles are available.

Using our CourseTracks™ system, last-minute orders and reorders are streamlined. We can locate and ship textbooks from any of our stores within 24 to 48 hours. To ensure that textbooks arrive promptly, we use next-day air delivery.

Follett's Adopt tool will provide the University of Mary Washington's faculty with the ability to browse through an extensive catalogue of course materials, ensuring their ability to adopt the right materials at the right price for their students.

Faculty Education Days

In collaboration with University of Mary Washington, Follett can host faculty education days twice a year in Spring and Fall to provide additional support for your campus. We can present to faculty the newest technology and resources for adoptions, and best practices for teaching with digital.



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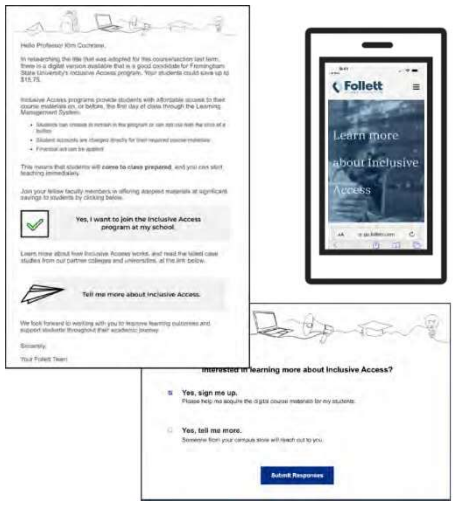
Surveys

Our Access Success and Growth Team will facilitate faculty and student surveys at the end of each term. These branded surveys can be distributed by either Follett or University of Mary Washington. Survey results are then shared with our partners, and internally with our Follett so we can ensure we are continuing to provide the best service to our partners.



Faculty Email Campaigns

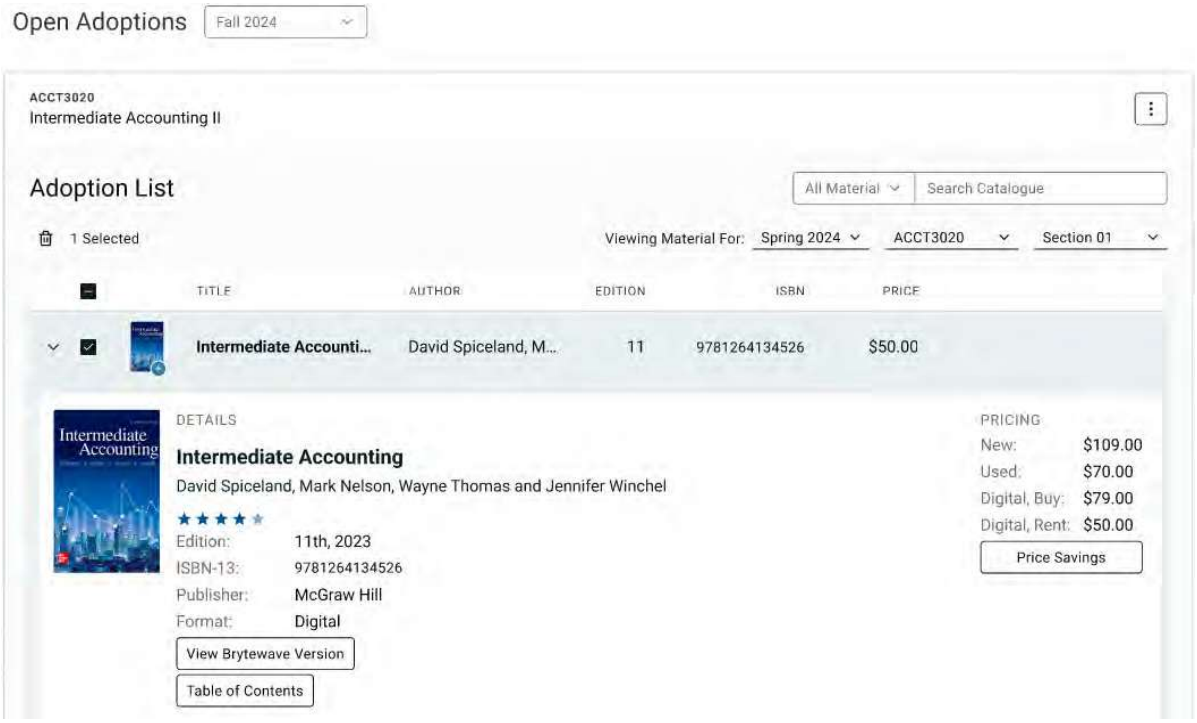
Follett's team will collaborate with University of Mary Washington to send out emails to faculty, prompting them to adopt their course materials and/or add their courses to an Inclusive Access Program. These campaigns assist in the growth of current inclusive access programs, help provide additional information to your faculty, and the collection of adoptions.



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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.

Faculty can view retail pricing to the student for print new, used or rental and also digital purchase or digital rental. They can also view pricing from multiple publishers for similar titles to compare and contrast. Follett Discover Adopt provides recommended titles as well for comparison.



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

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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.

Follett's Adopt tool includes robust analytical tools and reporting features that provide valuable insights to assist with adoption decisions. These tools help track material usage, analyze spending trends over time, and offer data-driven recommendations to ensure faculty and administrators make informed choices that align with their goals. These reports are updated in near real-time, with minimal delays. Faculty or a designated individual can adopt the course materials of their choosing with our Discover ADOPT program. Concierge and Department Administrator roles are optional and are available to customize to meet your campus' needs.

The Concierge user role is a user who will submit adoptions on behalf of faculty members. They're assigned a department that needs access to modify adoptions. The Department Administrator role is a user who wants to require approvals for adoptions submitted. This user approves or rejects adoptions submitted by faculty and Concierge users before the adoption is submitted to the store.

How We Support OER

We make thousands of OER resources available for adoption through our Discover Adopt module. We continually evaluate the OER marketplace, working with many aggregators, campuses, libraries and curators to build our repository of high-quality OER materials.

Please use the link below for a brief video on Follett Discover Adopt.

Follett Discover Adopt -https://follett.com/video/follett-discover-the-faculty-experience/

Adoption Reporting

The Adoption Dashboard Report provides insight into department adoption compliance for Admin users. View adoption status by campus, department, course, and even drill down to the section. Users can select to export the report to Excel or PDF.

For Additional details on Discover Adopt, please use the links below for demo videos.

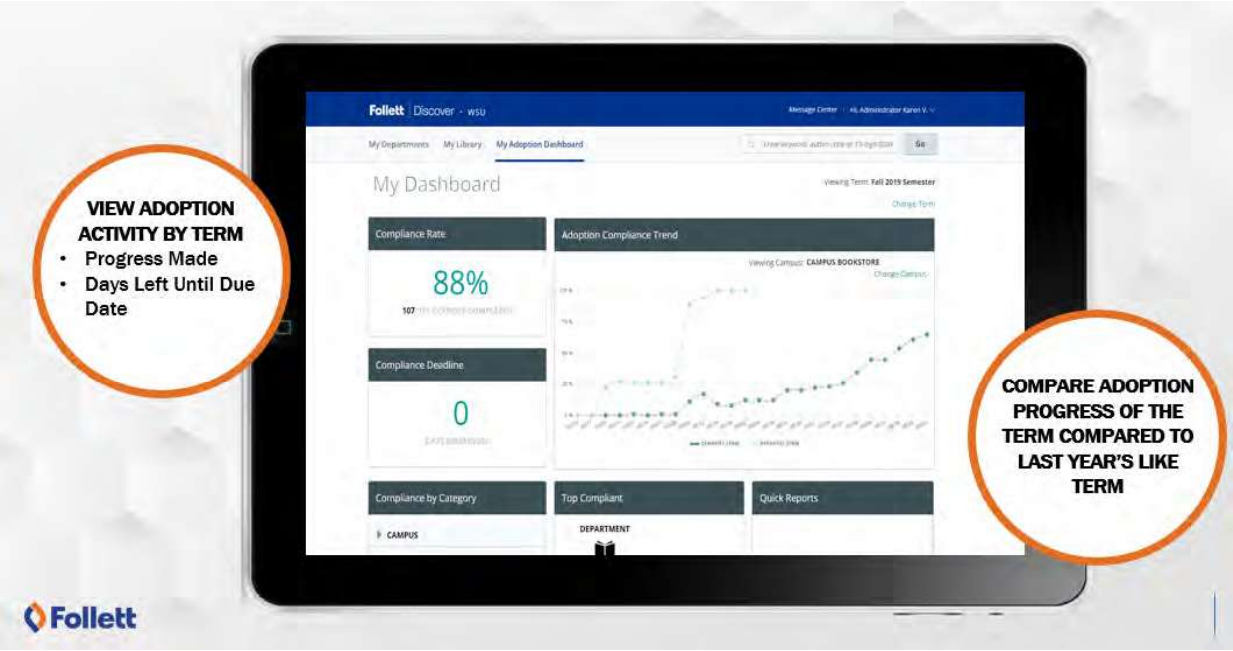
Follett Discover Admin - https://follett.com/video/demo-follett-discover-administrators/

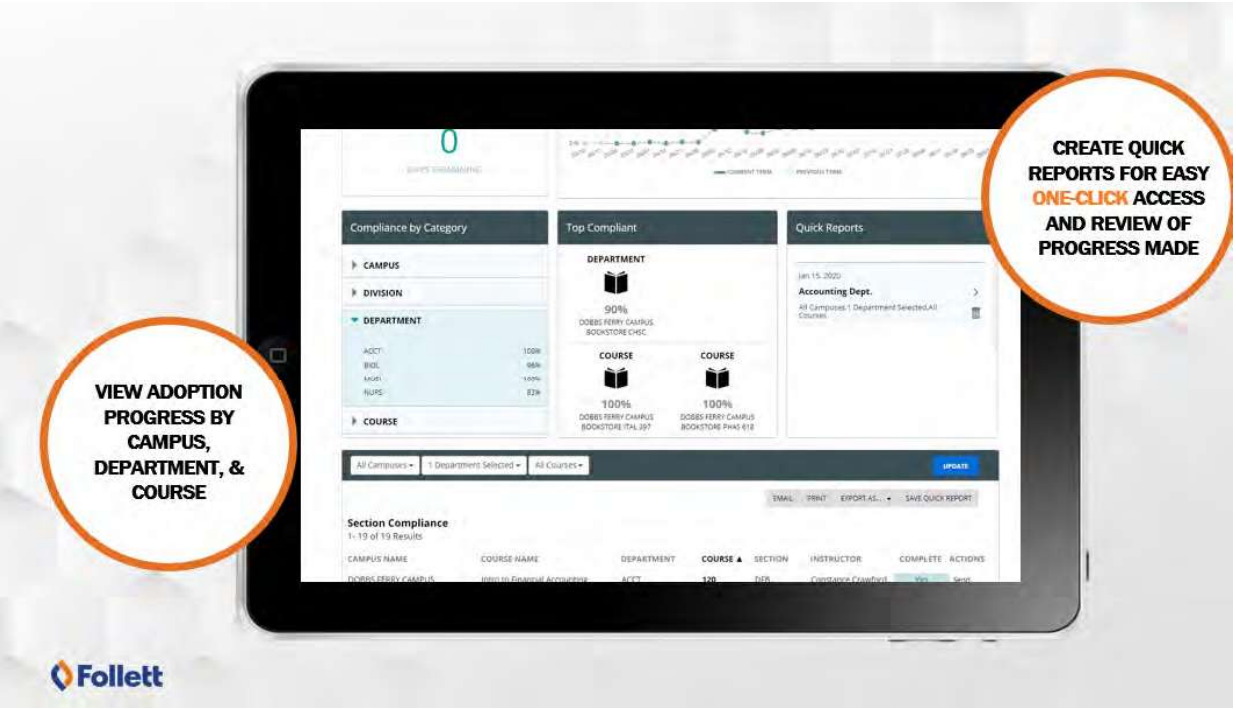
Follett Discover Student Experience - https://follett.com/video/follett-discover-the-student-experience/

The search and selection screens allow faculty to choose the specific item they searched for and view course materials used on other campuses and recommended by publishers. Reviews from faculty and students, cost, and format information are all available.

Discover Adopt offers a user dashboard that tracks adoption by Division, Department, down to course level. Here are a few screenshots demonstrating just how easy and intuitive the single sign-on through LMS Adopt process can be:

ADOPT Reporting & User Dashboard





For Additional details on Follett Discover please use the link below for demo videos.

- End to End Demo: https://follett.com/video/follett-discover-end-to-end-demo/

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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.

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

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

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

Author Events

While well-known authors always draw big crowds, we have found that some of our most successful signing events are for faculty authors and alumni authors of that particular institution. These book signings not only help to increase store revenues but also connect the store to the campus, building a rapport with customers.

The campus store, in effect, becomes a public forum for learning and discussion within the greater campus community. We also work with faculty one-on-one to promote their books within the campus store. Many of our stores also host faculty/staff appreciation events several times a year.

Our program offers a bridge from the educational environment to the community, and our assortment ties it all together. Events at the campus store become part of the campus fabric, and together we support the community at large.

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.

For many campuses, trade books are important to the culture of the school and community. Our trade book program can be tailored to align with what is important to your constituencies. Our unique positioning with publishers allows us to provide resources on a wide array of subjects. This ensures each campus store has the best choices, recommendations and solutions. We partner with academic and other departments on campus for suggestions to reflect themes, current events and local interest to add to the collections. The Advisory Committee is also a great resource for new trade title additions.

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

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

A special order is a request by a customer to buy a product that's not in stock, either by design or lack of inventory. We get that various departments, clubs, student organizations, and other special interest groups on campus sometimes need special orders – that's why we offer a program for it. The store team works with campus clients by providing access to our full online collection. This lets them choose the ideal product that meets their requirements. Once the product is selected, our dedicated home staff sources the requested products while ensuring they fit the client's budget and timeline.

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

Many institutions have adopted a Campus Reads program that builds a sense of community through a shared reading experience. It can also help new students transition into their campus home by encouraging them to engage in discussion. These types of programs foster critical thinking and begin the process of intellectual enrichment.

Follett also supports events such as Books Festivals. At Savannah College of Art and Design, Follett has been supporting the Annual Savannah Book Festival for over fifteen years.

The campus store can also host student and faculty art exhibits, music recitals, lectures or even podcasts and other performances.

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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.

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.

Follett has read and agrees to the above provisions.

c. Documentation:

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

Follett Higher Education is a privately held LLC, and its VPAT report is considered proprietary confidential information. If Follett is fortunate enough to be selected as your partner, or if this report is essential for the selection process, we will be happy to provide it upon the execution of a non-disclosure agreement.

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.

Follett does not have a SOC 2 Type 2 Report. All of our data is housed on the AWS cloud, and provides security controls.

Please see appendix B for the SOC II report for AWS.

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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.

At Follett, we are deeply committed to continuously investing in innovative technologies and services to meet the ever-evolving needs of the academic community. Our dedication to serving tech-savvy students and faculty is reflected in our ability to seamlessly integrate the latest solutions across nearly four million students on campuses throughout North America.

We have successfully transformed from a traditional campus store operator into a dynamic technology company that blends cutting-edge retailing strategies with the financial resources needed to drive forward-thinking educational solutions. Our acquisition of Willo Labs is a perfect example of how we proactively anticipate market changes and adapt to the needs of modern learners. This acquisition allows institutions to access thousands of digital learning tools through a single Learning Management System (LMS) integration, enabling students to access all their learning materials with just one click. Additionally, Willo's advanced security features ensure that student data remains fully protected, aligning with our ongoing commitment to data privacy and security.

Our investment in the Academic Tools and Utilities Group further demonstrates our dedication to driving technology adoption. This internal group focuses on developing and implementing next-generation technologies like Follett Discover, which integrates seamlessly with Learning Management and Student Information Systems. This enables both students and faculty to access course content efficiently, whether it's purchased material or open educational resources, across a variety of formats and platforms.

We are also pioneering digital solutions such as BryteWave powered by RedShelf, our industry-leading eBook reader. BryteWave offers students the flexibility to access their course materials online or offline, on any device and operating system. This adaptability supports a diverse range of student needs, whether in the classroom, at home, or on-the-go.

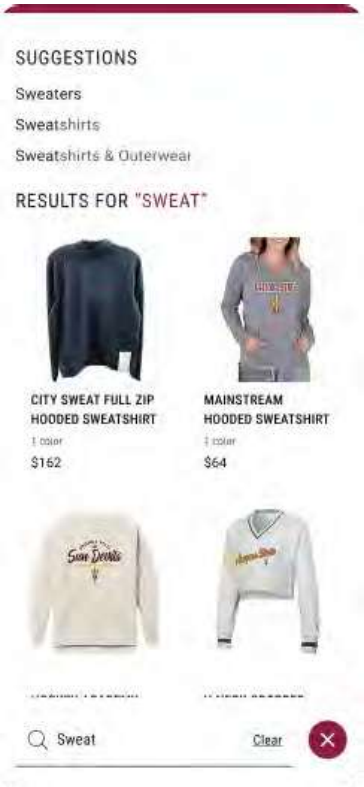
Follett's dedication to technological innovation is further demonstrated by our investment in an unparalleled eCommerce platform. With $50 million allocated to continuous updates, we provide an industry-leading virtual college store experience that has earned us top-tier recognition on Internet Retailer magazine's list of America's largest online retail sites year after year.

Through these investments, we ensure that Follett remains at the forefront of educational technology, anticipating market trends and continuously enhancing our offerings to meet the dynamic needs of students, faculty, and institutions. We are not just responding to current needs; we are shaping the future of academic technology and retail solutions to keep pace with an increasingly digital and connected world.

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Building a New Ecommerce Prototype

Follett's User Experience (UX) and Product teams collaborated closely with key stakeholders at Arizona State University, ensuring that the customer's voice remained central to this project and guiding our efforts toward delivering an innovative, engaging experience that aligns with their expectations.



Our UX and Product teams conducted extensive analyses of leading B2C e-commerce sites to identify best practices and inspiring features that could elevate the design and functionality of our platform. Our goals are to create an experience that delights users with a refined, visually appealing interface and intuitive structure, tailored to meet the unique needs of our shoppers. By continuously leveraging data insights, we are able to understand shopper behaviors and refine the design and experience, making each interaction more relevant and satisfying.

This collaborative approach ensures a user-centric, data-informed platform that prioritizes both innovation and a high-quality experience for the campus community.

Note: This concept is still under development and represents potential enhancements achievable through close collaboration with our partners. We are focusing on homepage, menu, footer, category, search results, and product page improvements for 2025. Specific timelines have not been set.

First Glance at the New Shopping Experience

Homepage:

- Polished, highly branded design.
- Highly personalized offers and trending products up front.
- Improved organization of available merchandise and resources.
- Filtering options available and a "stays with you" menu at the bottom

Product Page:

- Highly visual and customized to a student or fan's needs.
- Seamless path to completing a purchase, with recommendations.

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AR Invoicing

We're excited to announce that Follett has rolled out a new and improved invoicing experience for our partners.



Follett has redesigned our monthly invoice to have a more modern PDF summary accompanied by a simplified .CSV Supporting Details File.

We launched an online portal to view and download invoices and statements. On the portal, you can view and export invoice(s) and the monthly statement of outstanding invoices, providing visibility into outstanding account balances. In addition, the portal allows you to pay via ACH from your account.

The new portal will enables us to provide our partners

- Current statements
- On demand statements for all prior invoiced activity
- Access and export CSV versions of all data available for analysis and Access reconciliation
- Make/schedule payments via ACH

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.

Follett offers a customizable solution that allow for special collection web pages for campus groups, such as sports teams, student organizations, and alumni. These unique "specialty shops" on the University of Mary Washington store website can feature "School or College of..." offerings, team pages, and group-specific products. In collaboration with the university and individual groups, Follett enhances engagement through customized digital marketing, driving targeted outreach and tracking sales for 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.

CourseTracks is the most effective text order management system in use. It's used in all of our 1,100+ college and university campus stores. CourseTracks is a fully automated inventory system that tracks all merchandise, including all titles.

CourseTracks features built-in adoption functionality. This streamlines the adoption process for faculty members and dramatically reduces the communication necessary to ensure order delivery.

In stock visibility is updated and current on the website based on sales transactions and receipts.

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Inventory Controls for Trade Books

We utilize an **MMS (Merchandise Management System)** automated ordering system. This means we stay on top of customer buying trends and ensure all stores are fully stocked with best-selling titles. We have electronic access to every book currently in print. We can secure book information by author, title, topic, or ISBN, no matter how niche the title is.

Inventory Controls for General Merchandise

Our MMS automated ordering system provides merchandise managers with sales information by store, vendor quantity, and dollar volume. MMS minimizes inventory costs while ensuring that items are always in stock and ready for customer purchase. In stock visibility is updated and current on the website based on sales transactions and receipts.

Customer Order Email Messages

After placing an order, a real-time inventory check is performed. Customers receive email updates on order status throughout the shipping process.

Customers receive automated emails to the email address they provide once their online order is complete. Multiple email notifications are generated depending on the items in the purchase. The order confirmation generates upon receipt of the order. Customers receive emails every step of the way to keep them updated on the status of their orders.

Order-related emails include links to the online campus store and store contact details. They have a polished design and are optimized for easy viewing, regardless of device. For U.S.-based stores, a marketing section includes a product recommendation cross-sell zone and a marketing banner to generate additional traffic to your online store. This has the added benefit of encouraging repeat purchases.

Delivery Times

Arrival times are dependent on item availability and ship-from location. Saturday deliveries are available in most areas. Severe weather, natural disasters, and other conditions beyond our control can occasionally disrupt shipping services.

Standard (arrives in 4-7 days)

2nd Business Day (arrives in 3-4 days)

Next Business Day (arrives in 2-3 days)

eCommerce

As the premier campus retailer in higher education, we proudly enable our partners to elevate school spirit and community engagement. Boasting a network of over 1,000 physical and virtual campus stores, we are at the forefront of shaping the student experience.

Our cutting-edge eCommerce platform revolutionizes the online ordering process, ensuring seamless access to campus-specific course materials while boosting commissionable online sales for you. With unparalleled expertise in managing robust and dynamic campus store websites, we bring a wealth of experience to the table.

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Embracing an omnichannel vision, we seamlessly merge the physical and digital realms, offering a "bricks and clicks" approach to deliver desired products and services precisely when and where our customers need them. Your students can effortlessly order books and merchandise online, choosing to have them shipped directly to their home or choosing to conveniently pick them up in the campus store. Unlike competitor programs, all revenues generated through the University of Mary Washington store website are exclusively credited back to the UMW Store.

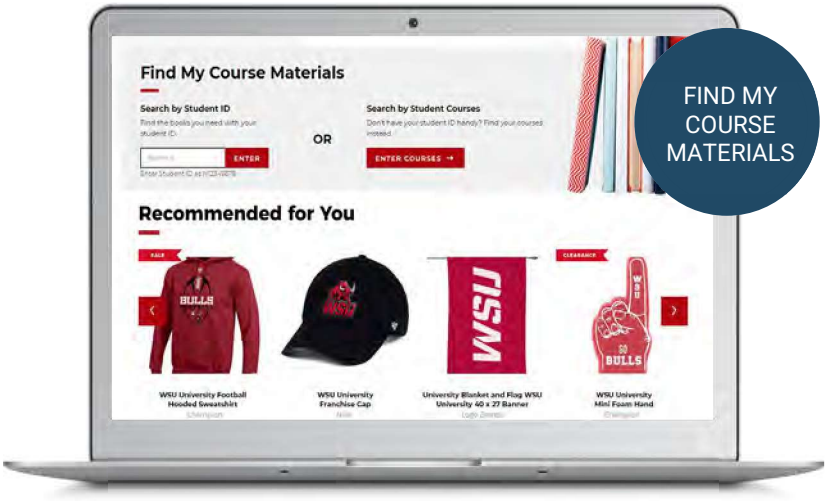
Driven by a commitment to innovation, we continuously develop flexible technologies that simplify the acquisition and access of materials for the entire campus community. Our streamlined processes enhance the overall campus experience, providing a user-friendly platform for your community to make purchases from your store effortlessly, at any time and from any location.

Enhanced Homepage and Brand Extension Experience



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

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



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

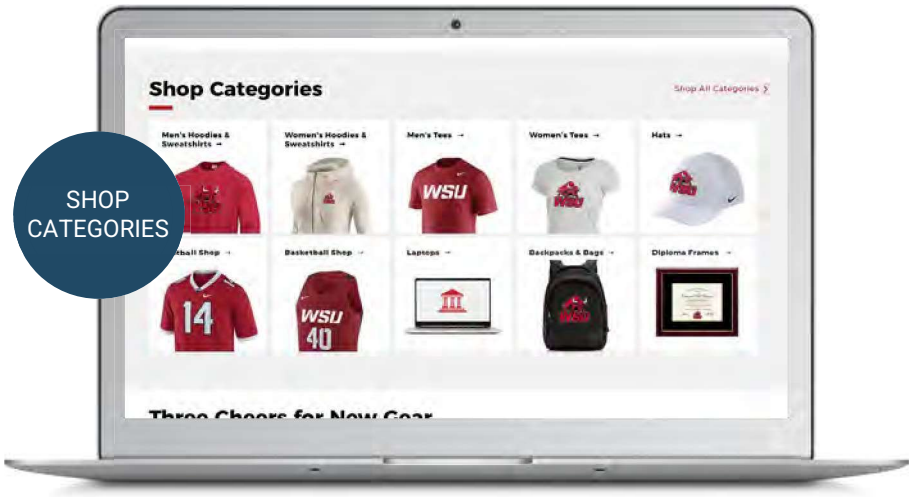
Find My Course Materials / Search by Student ID: This feature lets students start their search for course materials directly from the homepage. For schools integrated with ConnectOnce, we offer "Search by Student ID." With this feature, a student can see all of their course materials simply by entering their student ID.

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Recommended for You: Highly personalized product recommendations are driven by an algorithmic engine that can be used in a variety of ways. These recommendations are layered throughout the site to enhance product findability.

eCommerce

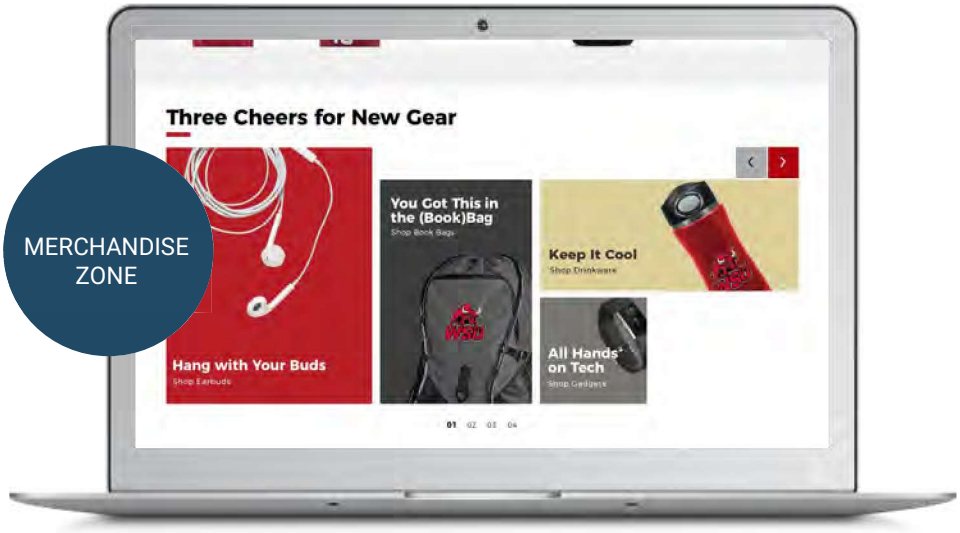
Shopping by Category



Shopping by Categories
Shopping categories grab attention with high-impact merchandise visuals. Recommended categories are driven by an algorithmic engine, enabling items personalized to each shopper.

eCommerce

Additional Merchandising Opportunities

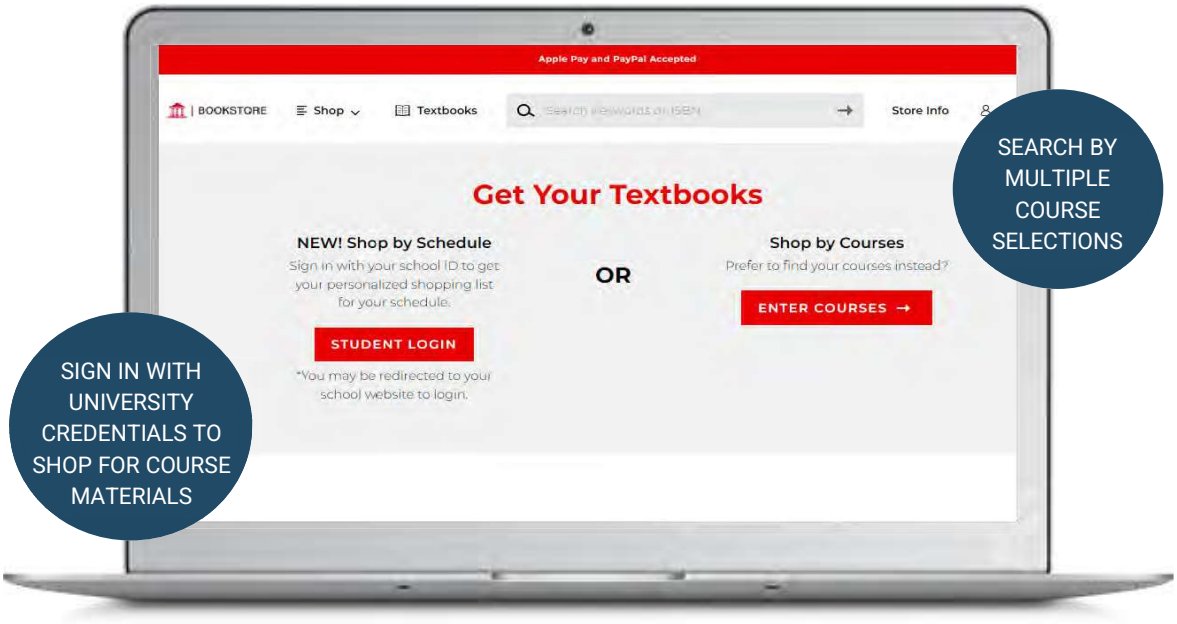


Three Cheers for New Gear: Additional merchandising area highlights selected individual products or product categories. Block design utilizes your brand colors.

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eCommerce

Enhanced Course Material Search Experience



Follett makes purchasing course materials easy. We offer multiple ways for students to shop for all their course materials online. The quick and easy option is for students to input their Student ID. Leveraging our ConnectOnce technology, Shop by Student ID enables the student to access their personalized shopping list for all materials assigned in courses for which they are registered.

We recently enhanced this feature to incorporate Single Sign On (SSO) to offer Secure Shop by Student ID. Follett partners with Okta for Federated SSO to scale the integration of the eCommerce platform with **hundreds of university identity platforms**.

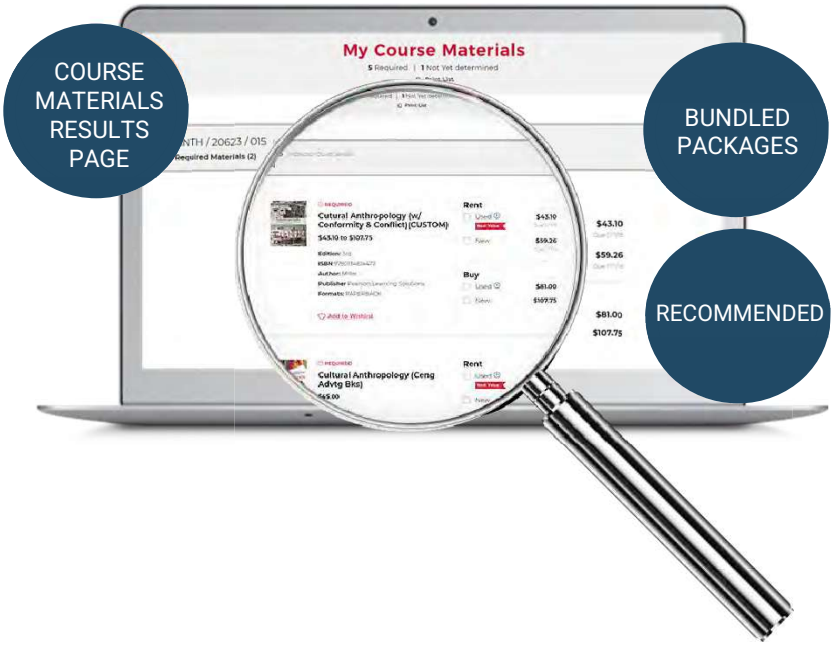
Students can use Secure Shop by Student ID to find all their course materials for their class schedule. With the introduction of SSO, students are prompted to authenticate using their school credentials to securely access their course materials list. After clicking “Student Login”, the student is prompted to sign in with their school credentials (if they aren’t already signed in), and the school will pass Follett their ID behind the scenes so we can perform the lookup with ConnectOnce. This messaging is customizable to each school to ensure complete clarity to the student.

By leveraging the login credentials issued by your campus, which are known to students, this eliminates manual entry of a wrong or incorrectly formatted ID, resulting in a higher match rate and less errors for students using this method to find their course materials.

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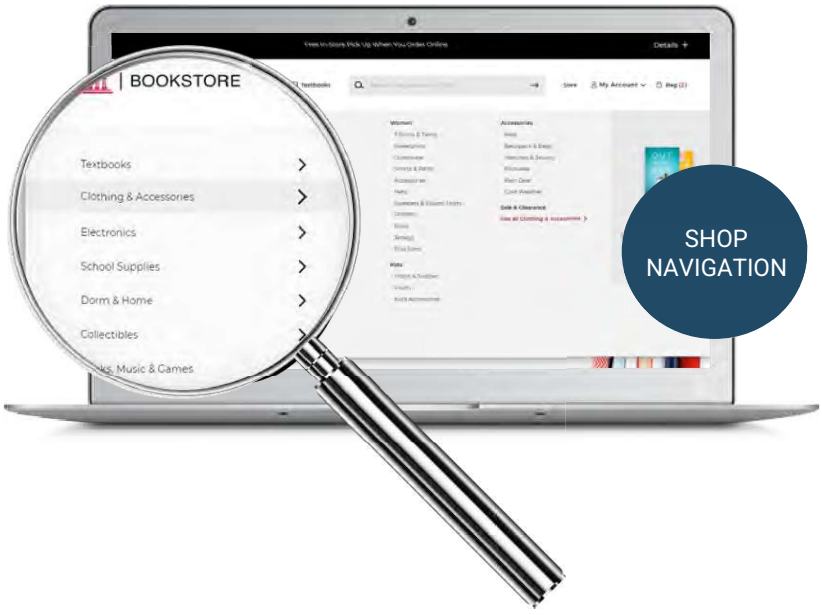
Streamlined Interface



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

eCommerce

Easy Navigation

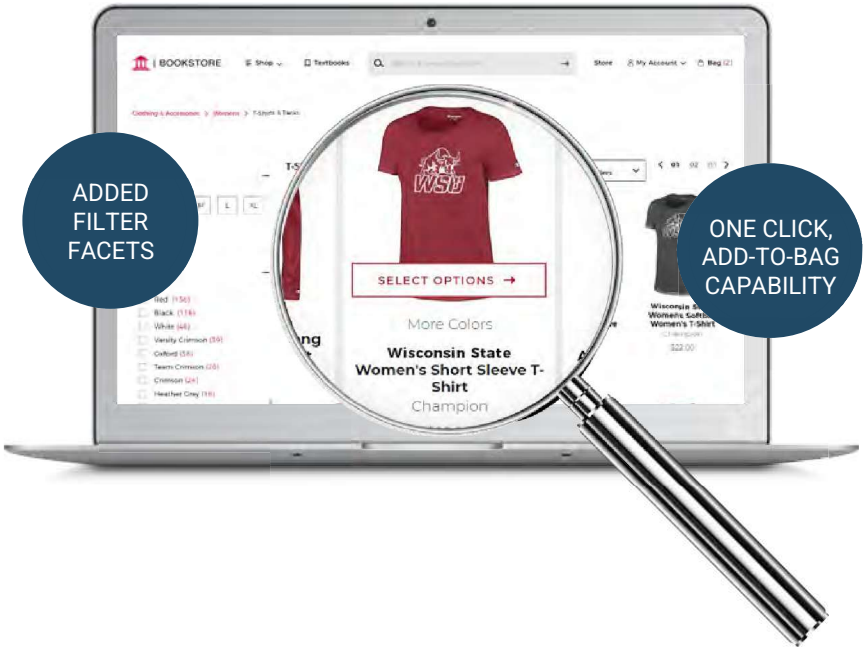


Simplified Navigation:
Streamlined and commerce-focused, the new navigation allows for a rich shopping experience, without overwhelming the user with options.

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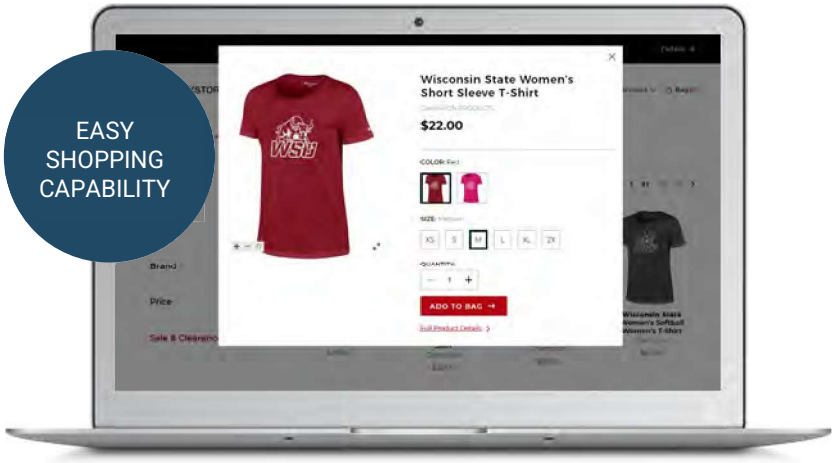
General Merchandise Enhanced Product Presentation



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

eCommerce

Product Options

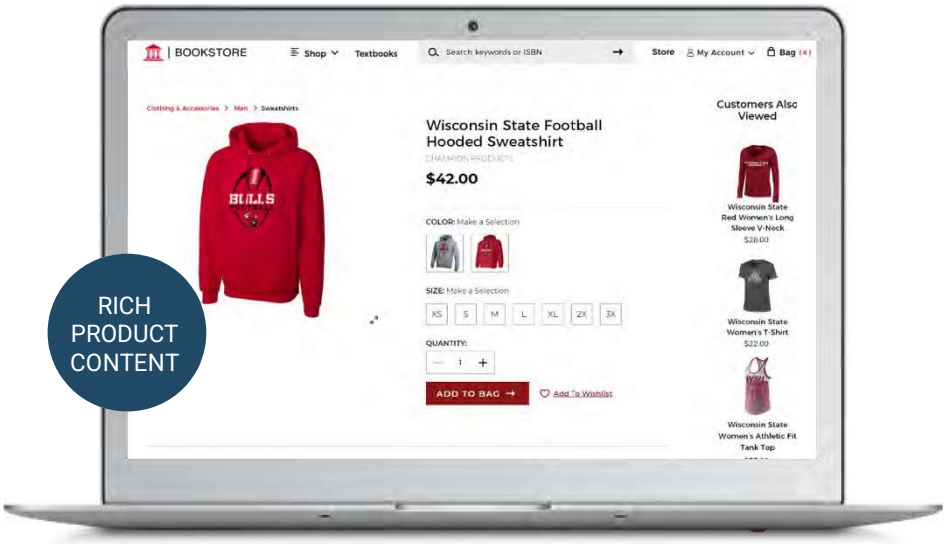


Quick View: This feature allows shoppers to easily see product variations such as size and color, make their selections, and add the item to their shopping bag. The design adapts to books or electronics, with all the necessary information and fields.

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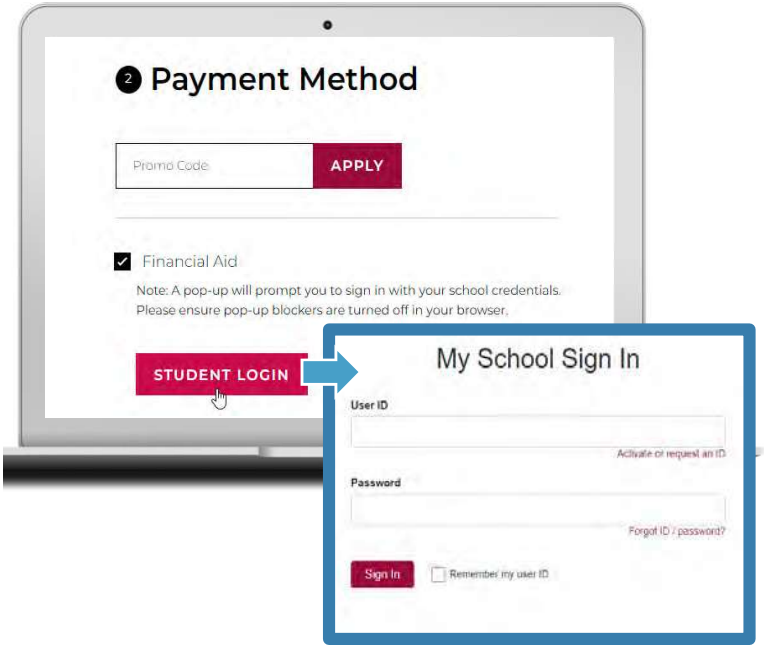
Detailed Product Information



Flexible tab structure allows for up to five tabs with product information below the product image. This can include more robust product content from size charts, product attributes, and product details. Visitors can also add the product to their Wishlist and share it through email.

eCommerce

Checkout – Secured Ordering



Protecting Financial Aid & Campus Card Transactions

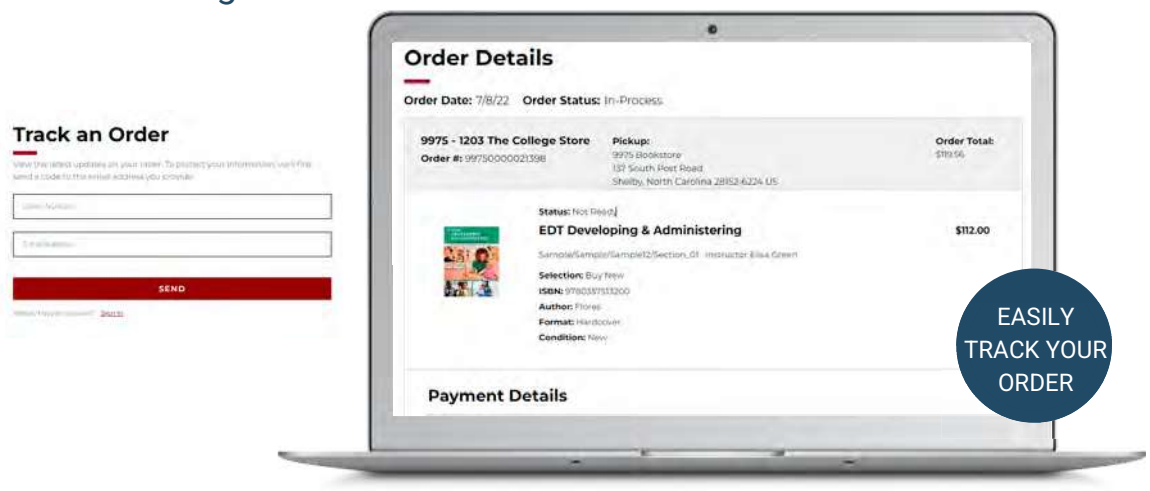
To ensure maximum security for transactions using campus cards and financial aid, Follett partners with Okta for Federated SSO to scale the integration of the eCommerce platform with hundreds of university identity platforms. Supported IDPs include SAMLv2 and Microsoft ADFS.

This security driven feature eliminates the student from manually typing in their Student ID in checkout to apply their payment to their order. Instead, we let our campus partners system tell us who the student is along with their ID, so that we can securely let the student apply only the account to which they have access.

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eCommerce

Order Tracking

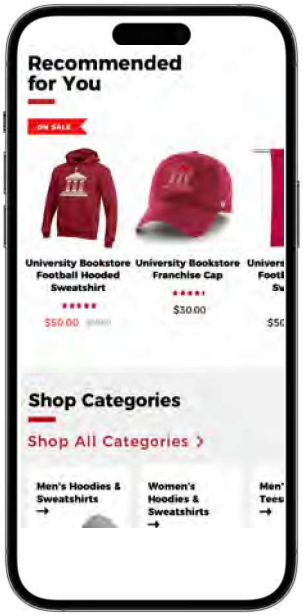


Tracking Orders

Both guest and registered users can use the 'Track an Order" option and simply input their order number and email address to get a verification code sent to them. Once they input the verification code, the customer can view the details for the order. In addition, registered users can log into their account to view their pending order details at any time.

Fulfillment

All website orders flow directly into our Order Management System (OMS). The OMS creates inventory transparency across our network. This lets us fulfill orders anywhere, anytime, and through any channel, regardless of order origin. Our OMS connects all Follett stores. This unites our fulfillment network while increasing assortment access and minimizing out-of-stock scenarios. Connecting store inventories lets us add direct-ship vendors to our assortment.



Mobile Optimization

With today's digital native students, a mobile responsive website is vital. We present a consistent experience to all users, regardless of device. Responsive design provides a streamlined checkout process, which drives mobile conversion.

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Customer Email Messaging

Ecommerce Order Emails

After a customer completes an online order, they receive automated emails to the address provided during checkout. Multiple email notification types can be generated depending on the items in the purchase. The Order Confirmation is generated immediately after receipt of the order. Customers receive emails from account setup throughout the order fulfillment process, providing them with the status for each item in their order.



Key features for transactional emails:

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

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Payment Integration

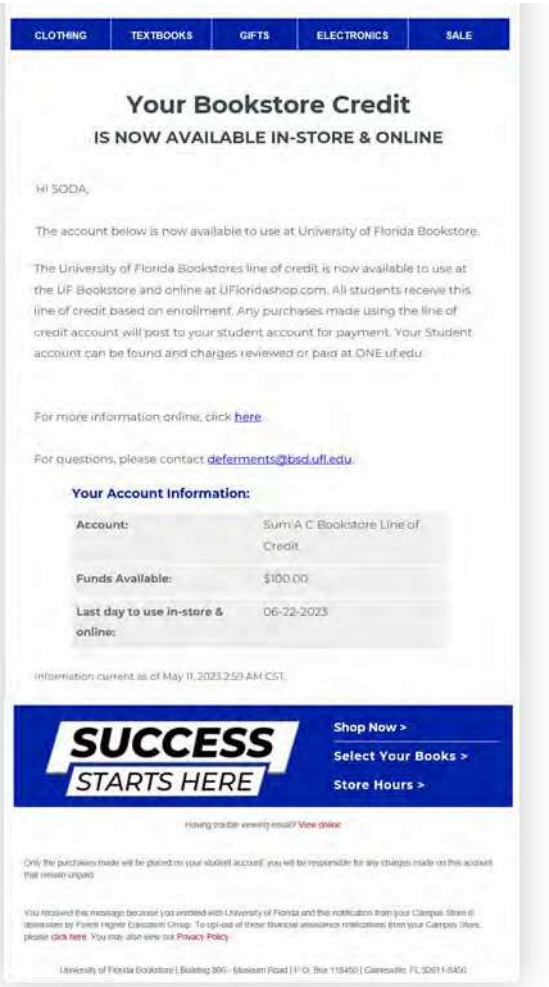
Online Financial Aid

Our financial aid integration connects University of Mary Washington's system to the campus store's point-of-sale system so that student purchases of course materials can be immediately deducted from the student's financial aid account.

Our ecommerce solution also supports this capability to enable your students to seamlessly make online purchases using financial aid funds. As a student purchases course material, our ecommerce experience communicates with back-end integration to track the purchases made against available financial aid funds.

Financial Aid Email Messaging Program

With our All-Inclusive Financial Aid Messaging Program, we create the messaging, develop a campus store-branded email, and deploy the program on behalf of University of Mary Washington at no cost to you. We handle all the heavy lifting – data management, opt-out lists, and email designs.



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Benefits for University of Mary Washington:

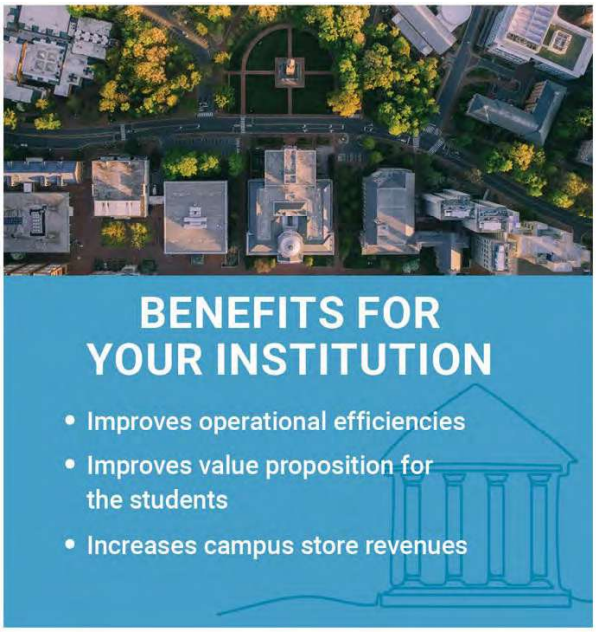
- Replace or complement your existing Financial Aid communications.
- Personalized notifications to Financial Aid students.
- Reduce calls to the Financial Aid office and bookstore.
- Drive awareness of Financial Aid acceptance at the University of Mary Washington Store and website.
- Easy implementation.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

Benefits for your students:

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

Campus Card

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





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PCI Compliance

We take the security of customers' personal and credit card information seriously and have implemented appropriate protection mechanisms. This includes comprehensive audits, data security awareness programs, strict companywide protocols, and more. We continually refine our measures as technology improves.

As a Level 1 merchant, we take a proactive approach to ensure compliance with Payment Card Industry Data Security Standards (PCI DSS). We continually assess our cardholder data environment to enhance our cybersecurity practices.

We have partnered with an industry-leading global security firm to assess and recertify our PCI program on an annual basis. An attestation letter of PCI compliance is available upon request. In addition to PCI DSS compliance, we have implemented a comprehensive information security program encompassing a data security awareness program for the protection of cardholder data.

All our team members are required to review key security policies and adhere to all security policies. Compliance with these mandates is evidenced at the time of employee onboarding and recertified on an annual basis.

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

Website Accessibility Standards

We're committed to serving all customers. This means meeting the accessibility standards set forth in 2017's Revised Section 508 Standards, including Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. We validate every website update with a multistage manual review process to ensure compliance with the WCAG 2.1 Level AA standards and conduct an annual audit with an independent third-party vendor to ensure we are compliant. Additionally, we offer multiple avenues on our websites for users to provide feedback on accessibility as well as acquire support if needed.

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:

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.

Follett has read and understands the above provision.

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

Please see Appendix C for the Attestation of Compliance. Follett will partner with UMW to complete any required HTSA.

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.

Follett acknowledges and agrees to the above provision.

Follett's POS system provides the flexibility, responsiveness, and scalability required to meet our demanding store requirements, allowing our stores to increase efficiency, promote loyalty, improve customer service, and enhance profitability. This system serves as the backbone of our in-store shopping experience. It has allowed us to quickly execute the sale while streamlining the back-office inventory function.

DELIVERS THE BEST CUSTOMER EXPERIENCE

- **Offsite (online and offline) capabilities,** so it's easy to sell merchandise anywhere, anytime.
- **Price matching** on all transactions ensures that customers are getting the best possible price.
- **Emailed receipts** offer a sustainable, paperless alternative, with clear options to opt-out.
- **Transactions are tagged to a customer's phone number,** reducing the reliance on receipts for refunds and customer support. Follett's POS system can search for transactions by credit card number, phone number, student ID number and serial number.

ENHANCES SALES AND STORE OPERATIONS

- **Run multiple promotions,** simultaneously, based on store assortment.
- **Electronic signature** captures, prints, retains and retrieves signed receipts.
- **Intuitive user interface** means team member can get up and running quickly and reduce long lines
- **Mobile, omnichannel extensions,** help store associates serve customers anywhere, anytime.

STREAMLINES TECHNOLOGY AND BILLING

- **Real-time integration capabilities**.
- **A centralized transaction database** (Central Office) allows Follett to retain data for up to seven years.
- **Custom integration certified by Apple** to automate the Apple DEP sales and enrollment process.
- **Accounts Receivable billing** and payment functions.
- **Reporting/analytics** on sales, promotions and transactions.
- **PCI compliance**: when cards are inserted, everything is tokenized immediately.

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

Follett acknowledges and agrees to the above provision. Follett confirms that we will provide and be responsible for network connections related to the POS.

c. Security Compliance

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

Follett acknowledges and agrees to the above provision.

Follett takes the security of customers' personal and credit card information very seriously and has implemented appropriate protection mechanisms. This includes comprehensive audits, data security awareness programs, strict companywide protocols and more. And we continually refine our measures as technology improves. As a Level 1 merchant, we take a proactive approach to ensure compliance with Payment Card Industry Data Security Standards (PCI DSS) and have a proven, seven-year track record for successful PCI DSS compliance.

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

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

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

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

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

Follett has read and agrees to the above provisions.

d. Merchant Identification

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

Follett has read and agrees to the above provision.

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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.

Follett has read and agrees to the above provision.

Follett views protection of its customers' data as a top priority. Using a team of seasoned professionals and a cybersecurity program that aligns to the NIST framework, Follett deploys technical, administrative, and physical measures to safeguard the confidentiality, integrity, and availability of such information, including, for example, the following:

1. ***Encryption*** - Customer information under our care is protected through rigorous encryption methodologies that meet or exceed prevailing industry standards and practices. Cryptographic controls are used to protect the confidentiality, authenticity, and integrity during transmission, physical transport, and storage.
2. ***Safeguard Measures:*** We implement a multi-layered security approach to prevent unauthorized access to school information, which includes robust user-authentication protocols, role-based access control, intrusion-detection systems (IDS), and intrusion-prevention systems (IPS). Our systems are regularly updated and patched to counter the most recent threats. Furthermore, we continuously monitor and analyze system behavior to detect and mitigate any attempted misuse or unauthorized disclosure of information.
3. ***Breach-detection and Auditing:*** To detect potential security breaches, we have implemented advanced security-incident and event-management (SIEM) system(s), which, in alignment with industry best practices, monitor and analyze network traffic, system logs, and user-behaviors to detect anomalies that may indicate a security breach.
4. ***Post-contract Information Management:*** Following the expiration or termination of the applicable contract, we securely dispose of the applicable school's information that we hold through methods that are compliant with the U.S. Department of Defense (DoD) 5220.22-M standards for data-wiping and/or physical destruction of the storage medium when appropriate (typically within thirty days, subject to legal requirements and other specifications set forth in the agreement, if any).
5. ***Physical Security Measures:*** The data centers and hosting facilities used by Follett adhere to strict physical security protocols, including but not limited to 24/7 surveillance systems. All such facilities are also equipped with environmental controls to protect against physical threats such as fire and flood.

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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.

Response to a and b:

Follett is committed to advancing campus retail through integrated, user-centered technology solutions that enhance the academic experience and elevate the campus brand. Our platform seamlessly connects with Learning Management Systems (LMS), Student Information Systems (SIS), and financial aid services, providing students with streamlined access to essential resources. This fall, we introduced an innovative faculty adoption platform, enabling faculty to adopt course materials quickly and effortlessly from any device. For students, our enhanced experience within the LMS allows them to view and access all required materials with a single click, ensuring preparedness from day one. Complementing these improvements, Follett's upgraded e-commerce platform offers a refined, mobile-friendly shopping experience that aligns with the campus brand, allowing students to easily shop for course materials, campus-branded gear, technology, and more.

For more information on how Follett is deeply committed to continuously investing in innovative technologies, please see our response under the Technology Section- 2. Innovation, on page 87.

For Follett's technology investment, please go to page 155.

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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.

The UMW Store will accept cash, UMW EagleOne Card, Gift cards, all major credit cards, checks, ApplePay and SamsungPay. It will also accept financial aid as well as approved department charges. PayPal and PayPal Credit are available to use when shopping online.

1. Refunds

a. Propose a refund policy for each business segment.

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

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

Managers may lengthen refund time periods or allow exceptions to any of the above.

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

Follett offers faculty and staff a 10% discount and all departments a 20% discount on purchases over $1.00, excluding textbooks, sale merchandise, computer hardware and academically discounted software. Plus, since we are bookselling experts, we can handle special orders of materials that cannot be found at mainstream bookstores.

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Student Marketing Example: Acceptance Letter Program

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



Alumni Marketing Example: Alumni / Donor Offer

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

Fan Marketing Example: Season Ticket Inclusion

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

Faculty Marketing Example: Meet the Course Materials Manager

In the past, a tactic of the campus store was to hold an "appreciation" event where faculty and staff could stop by the store for snacks and a discount in the hopes that store staff could also press for book adoption information. A more modern version of this tactic is a Meet the Manager event, where faculty and staff get a higher discount than typically applied.

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Below are additional examples of promotions and discounts provided throughout the year:









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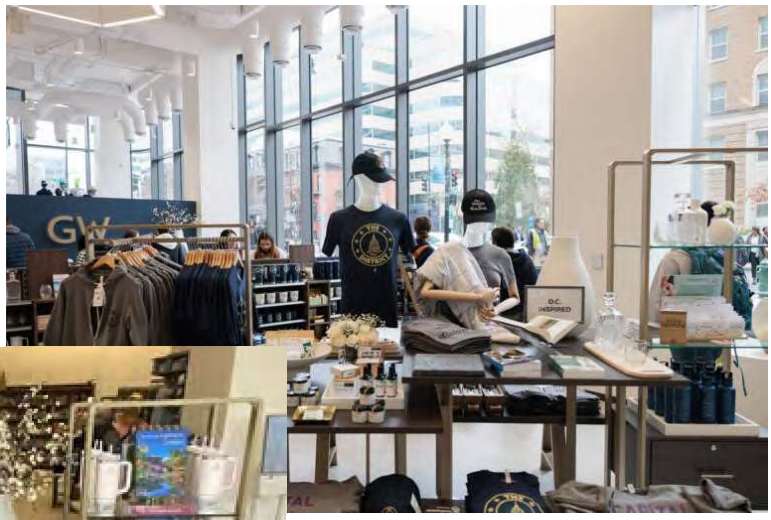
K. General Merchandise:

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.

Every campus has a unique culture and thus needs a unique store program that draws from many areas, including branded apparel, educational support resources, gifts, food and beverages, technology and other items. Follett works with our partners to create a custom campus general merchandise program that addresses today's trends. We provide a *good, better, best* structure, enabling the perfect fit for various customer price points. We also conduct tests and trials to help you determine optimal merchandise selection. Many of such successful test programs have become part of our core offering.

Clothing and Apparel

What better way to demonstrate the University of Mary Washington pride than with branded apparel? You'll have access to various brands, silhouettes, fits, trends, athletic preferences to ensure your store carries an assortment that offers something for every customer. Your store will bring the latest selections and trends to life – giving students, visitors, faculty, fans, and alumni the unique apparel items they desire.





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Brands

To ensure every customer can find something to love within your store, your store will offer a *good, better, best* pricing structure. This three-tiered assortment model lets you deliver a range of options, from value to premium brands, to your community. From performance activewear to emblematic apparel, your store will have the brands students, faculty, alumni, and fans expect.



The variety of brands allows the University of Mary Washington Store to carry a comprehensive brand assortment that appeals to a broad audience.

As college-licensed apparel is increasingly offered in more retail channels, exclusivity is important. To ensure that your store is the best destination for college apparel, you'll have access to *Campus United*, a new value-priced private-label brand available only through the University store and its website.

Nearly everything you carry in-store will also be available online, along with thousands of additional products, extended sizing, and select direct-ship merchandise. This means that you can expand your inventory beyond store size. Not only does this provide far more sales opportunities, but it helps you access a much broader audience, including online students and alumni who may live far from campus. Your online customers can take advantage of options to personalize certain online purchases, creating even greater value program. Once a trend is recognized, we quickly work with our vendor partners to translate the trend for our customers. This process is ongoing, keeping our campus assortments fresh and relevant.

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Expanded Assortment: Gear, Giftware, Gameday

To round out the overall assortment and coordinate apparel, we also provide a comprehensive offering of accessories, jewelry, and footwear from trendy items to classic brands.



Gifts such as home accessories, blankets, drinkware, diploma frames, lanyards, key chains, auto accessories are also available.

The drinkware category has evolved to help campuses eliminate single-use plastics while encouraging students to stay hydrated. To do this, your bookstore can stock a variety of reusable drinkware from many popular brands, such as Stanley, Hydroflask, Camelback, Nalgene, Yeti, and S'well – nearly all of which can be customized with the school colors and logo.

Plus, your store can offer everything a memorable tailgate needs: drinkware, spirit wear, barbecue accessories, blankets, pennants, face paint, and rally beads.

Graduation Merchandise



Celebrate the milestone of graduation with unparalleled excitement, courtesy of your campus store! Elevate the experience for graduates and their families by offering a superior range of amenities and merchandise. We take the hassle out of this momentous occasion by collaborating with your campus to curate bespoke graduation packages. From caps and gowns to rings and graduation announcements, we ensure your graduates are adorned in style. Additionally, we seamlessly orchestrate and host graduation fairs to make every aspect of your graduation events a flawless success.

On-Demand Merchandise

It is more important than ever to provide your campus supporters with a wide selection of items as well as a diverse portfolio of graphics online. Traditional manufacturers require high order minimums, and this does not permit for an inclusive campus shopping experience. Our Follett On-Demand solution allows for representation of every sport, academic school, and can work with you to build special collections that are hyper local and relevant to your campus community. Over 3000 items can be decorated with your school's brand. All the items are made as they are ordered online, and they ship out within 48 business hours. Follett On Demand can also be a campus resource for internal orders for campus purchases. These can provide support for department apparel and promotional products, event driven giveaways or holiday gifts for staff.

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Special Orders / Bulk Buying

We recognize the diverse needs emanating from departments, clubs, student organizations, and groups across campus. We don't just cater to these special orders; we thrive on them. Picture a store team dedicated to collaborating with campus clients, offering access to an unmatched assortment. This goes beyond mere selection – it's about tailoring products to align with your unique goals. From custom merchandise to on-demand gifts, we're here to source products that exceed your expectations, all while respecting your budgets and timelines. Transform every department, club, sport, and office into a vibrant hub of personalized pride with our unparalleled support and diverse array of special-order offerings.

Supplies

School supplies are essential to academic success. This is why the UMW Store will offer a full array of everyday school supplies in branded and non-branded options.

Course-Related Items

The UMW Store will offer supplies for course-related needs, including:

- Medical/Nursing Scrubs
- Lab Coats
- Culinary Garments
- Emergency Medical Technician (EMT)/Fire/Police Uniforms
- Automotive Workwear
- Cosmetology Supplies
- Dental Supplies
- Any other course-related clothing and supplies

Garments can be customized with school logos/departments, and the student's name, if needed, contributing to the University of Mary Washington's brand.

Speaking of customization, for many classes, custom kits are essential. We know that every classroom is different, so we ensure a comprehensive assortment to ensure that instructors can find the right content and supplies for their unique course.

Campus Housing

For students living on campus, it's important to help them feel at home. That's why your campus store can offer everything a student needs to set up their dorm or apartment. An impressive selection of bedding and bath supplies, fans, shelving, storage solutions, wall décor, lamps, and more is available 24/7 on our website, and in select stores via dorm pop-up shops.

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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.

Follett acknowledges above provisions with the understanding the awarded vendor is the exclusive, "official" on campus and online store. We recognize the University approves licensed vendors and resellers off campus and online.

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.

We agree to work collaboratively with University Marketing and Communications to ensure that all branded merchandise is sourced exclusively from licensed vendors and aligns with the University's branding requirements. By maintaining open communication and adhering to established guidelines, we will uphold the integrity of the University of Mary Washington's brand while providing high-quality, officially approved merchandise that reflects the University's identity and values.

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.

Follett's merchandising philosophy is grounded in meeting the unique needs and expectations of each university community by delivering a curated, data-driven, and localized retail experience. At the University of Mary Washington, this means leveraging expert teams to tailor merchandise selections that reflect campus culture, local traditions, and regional preferences while staying aligned with current retail trends. By combining insights from our sourcing, planning, replenishment, and merchandise control teams, we ensure the right products are available at the right time, fostering school pride and enhancing the student, faculty, and alumni experience. Our approach integrates on-demand merchandise solutions, robust vendor partnerships, and an extensive online presence to provide diverse, inclusive, and accessible options that serve both campus and remote audiences.

Expert Merchandise Support Team

Optimizing Your Product Assortment with Ongoing Support and Expertise

Keeping a finger on the pulse of what's new in all the areas of retail that are important to your store is one of the areas that sets the Follett team apart. Our merchandise teams have unmatched expertise in retail, localization, visual merchandising, and vendor partnerships. Our team of experienced merchants is here to support you by ensuring your program is always up-to-date and aligned with the evolving needs of your campus.

At the heart of our merchandising operations is a finely tuned collaboration between several dedicated teams, each playing a crucial role in ensuring our retail success.

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Here's how it all comes together:

The Sourcing Team: The Visionaries Behind New Products

Our buyers are at the forefront of discovering fresh, exciting products and forging valuable vendor partnerships. They lay the foundation for planners by setting product buildups that guide purchasing decisions. Beyond scouting, the team manages the initial setup of new merchandise and handles updates like price changes and season code adjustments in partnership with the Merchandise Control Team. Their direct engagement with vendors ensures we're always ahead of trends and aligned with market demands.

The Planning Team: Personalized Store Strategies

Each planner is assigned a specific group of stores, known as their "segment." Within these segments, planners curate assortments tailored to each store's unique needs, selecting styles, graphics, and colors based on the sourcing team's groundwork and the stores' sales volumes. They constantly analyze sales performance to identify replenishment needs and maintain direct communication with store teams, ensuring the strategy aligns with real-time results.

The Replenishment Team: Keeping Shelves Stocked

Focused on core products across apparel and gifts, the replenishment team reviews inventory needs across all planner segments. They ensure that popular, high-demand items remain available, providing consistent support to stores and safeguarding against stockouts.

The Merchandise Control Team: The Behind-the-Scenes Powerhouse

This team handles the critical systems-related tasks that keep operations running smoothly. From setting up new products to managing price and season code changes, they ensure all merchandise data is accurate and up to date. They also handle the placement of store orders submitted by planners, ensuring timely delivery and availability.

Together, these teams form a cohesive system where every role contributes to delivering the right products to the right stores at the right time. By leveraging collaboration and expertise at every stage, we create a seamless experience for both our store teams and customers

Local Customization

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

Follett creates tailored programs for each campus, prioritizing variety and adaptability. Our approach combines testing, data analysis, and an understanding of market trends to maintain a relevant and evolving selection. From everyday items to specialty products, our flexible assortment is designed to adapt to student, faculty, and alumni needs as trends shift.

For specific examples of local customization, please refer to page 121.

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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.

Follett's merchandising approach is designed to provide a wide range of price points that balance affordability and quality, ensuring accessibility for the university community. Our Value Price Program features core emblematic clothing items such as t-shirts, sweatpants, hoodies, and fleece in men's and women's styles at everyday great values. These first-run quality products carry opening price points, making them accessible to all demographics while maintaining the durability and style students, faculty, and alumni expect. By offering multiple price points within our assortments, we meet the diverse needs of the campus community.

Our Good-Better-Best structure further enhances affordability and choice. Our opening price point categories include a variety of brands including Follett's Campus United, our private label offering. Campus United provides affordable yet stylish essentials such as tees, fleece tops, pants, and polos. The Better category incorporates trusted mid-range brands like Champion, balancing affordability with enhanced design and quality. Finally, the Best category offers premium brands like Nike, Lululemon and Peter Millar, as well as other trend-focused women's vendors, catering to customers seeking high-end, fashion-forward options. This structure ensures all customers can find products that suit their budgets and preferences.

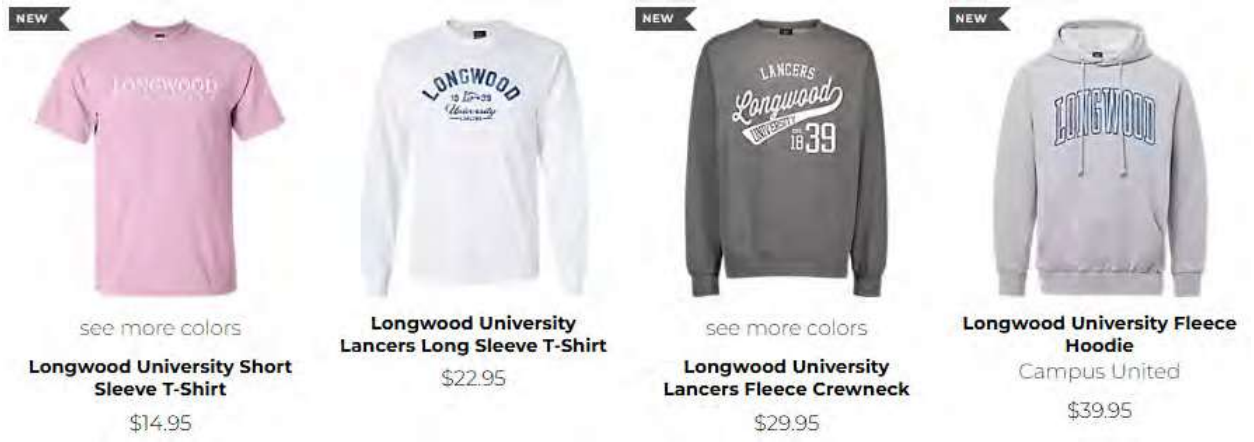
To maintain quality while emphasizing cost-effectiveness, we leverage strong vendor partnerships to negotiate competitive pricing and continuously test and refine our merchandise mix. Successful trial programs are integrated into our core offerings to optimize affordability and demand. Additionally, regular sales and seasonal promotions provide further opportunities for students, faculty, and alumni to access discounted apparel and gifts, especially during key shopping periods. These promotions and sales also allow us to phase out expired merchandise, making room for new product.

Research and data provide the framework for our custom campus program. Our analysis captures school-specific background, including athletics, academics, camps, clubs, regional and local trends, preferences and size requirements, as well as other elements important to the institution and campus community. The planner works closely with the local store manager to validate findings and gain insights into the campus culture. Together, they also examine local preferences and determine how to integrate feedback from customers, faculty and students. The planner then leverages a large, price-negotiated strategic assortment that can be customized and managed according to the institution's brand, guidelines and sideline brands, efficiently and affordably. This comprehensive strategy ensures that our pricing and product offerings align with the university community's expectations, providing quality merchandise at accessible price points while fostering school spirit and inclusivity.

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Campus United: Classic Campus Looks for Less

We're dedicated to ensuring that every student feels represented and supported from the first time they step on campus. Campus United is our private label, opening price point brand. This brand offers great price points in a quality product, and we have continued to grow the collection and sales year over year. The current offering from this brand includes tees, fleece tops and pants, and a polo. Now available at 1,000+ campus stores, Campus United embodies a timeless style that makes students feel their best.



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.

Follett will partner with you to evaluate competitive and fair pricing for the University of Mary Washington products by conducting regular price comparisons with local and nearby vendors. Through an annual market basket analysis, we will collaborate with University of Mary Washington to identify mutually agreed-upon items and benchmark their prices against those of nearby competitors. This ensures our pricing remains aligned with market standards and meets the expectations of the university community. Follett will adhere to industry-standard gross profit margins for general merchandise, ensuring that prices are competitive, fair, and reflective of the college bookstore industry norms.

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

What better way to demonstrate the University of Mary Washington pride than with branded apparel and gifts? You'll have access to various brands, silhouettes, fits, trends, athletic preferences to ensure your store carries an assortment that offers something for every customer.

For a description of spirit and emblematic apparel typically offered, please go to page 109.

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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.

Response for a and b:

Unlike many competitors, we assign a dedicated planner specifically to your store. This planner works closely with the local store team to monitor product needs, ensuring items are on order and en route. Our buying team collaborates with planners to synchronize product flow, using real-time sales data and customer demand insights. Together, they make adjustments based on emerging needs and sales trends, optimizing stock levels and ensuring popular items and brands are available when customers need them most.

Data-Driven Demand Forecasting

Our buying team and category Vice Presidents use sophisticated data collection and analysis tools to track inventory levels, purchase trends, and seasonal demand spikes. This data allows us to adjust product flow proactively and provides insights into both store-specific and national demand patterns. The team uses this data to forecast and align product availability with anticipated demand, minimizing the risk of stock shortages.

Strong Vendor Partnerships and Custom Product Lines

Follett's scale as the largest campus retailer allows us to work directly with leading brands like Under Armour, Champion and League. This collaboration enables us to create custom products, colors, and graphics unique to our university partners. By maintaining strong vendor relationships, our buying team communicates needs and addresses potential obstacles early, ensuring consistent product flow even during peak seasons.

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.

Follett acknowledges and agrees to the above provisions.

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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.

We recognize the diverse needs emanating from departments, clubs, student organizations, and groups across campus. We don't just cater to these special orders; we thrive on them. This goes beyond mere selection – it's about tailoring products to align with your unique goals. From custom merchandise to on-demand gifts, we're here to source products that exceed your expectations, all while respecting your budgets and timelines. Transform every department, club, sport, and office into a vibrant hub of personalized pride with our unparalleled support and diverse array of special-order offerings.

Through Follett On-Demand, the premier online retailer of on-demand collegiate licensed apparel, gifts, supplies, and more, every department on campus has access to Custom, personalized merchandise **with no order minimums and no hidden fees.** From athletic gear for every team on campus, to gifts for donors, faculty, and staff, Follett On-Demand makes it easy.

Follett recently partnered with James Madison University Athletics Department to deliver special event merchandise. The JMU Football team has "color out" games every year where the fans all dress in the same color for the game. This year there were white out, black out, and purple out games. The athletics department gave us advance notice this year of the game details and the special graphics that were developed for the games. We worked with the merchant team to plan to have all shirts in store and available for customers at the start of the season, as opposed to incrementally throughout the season. They were represented as a collection on our sales floor so fans could get all of their color out game gear at one time if they chose to do so. It helped drive sales but also bolstered community support for the games. The athletics partners were very happy with the results!





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The following are examples of special event Merchandise Follett delivered in collaboration with partner Institutions:

Virginia Tech – Michael Vick Collection and signing













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George Washington University- Cherry Blossom Collection





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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.

Your store is a reflection not only of your unique campus brand, but also of your local community and your region. Local and regional preferences factor into the research process to ensure that the campus store has the regional products that customers want and need. We look at data to refine selections and validate choices according to local and regional preferences. We will work with the University of Mary Washington in partnering with local vendors.

Preferences influence our assortments, including food and beverage, seasonal apparel, tailgate essentials, campus traditions, giftware, and alumni products. The work doesn't stop once the assortments are in place. We continually monitor sales trends and communicate with campus store managers to maximize every sale opportunity.

Understanding relevant trends and how they affect campus consumers is key to devising a profitable program. Once a trend is recognized, we quickly work with our vendor partners to translate the trend for our customers. This process is ongoing, keeping our campus assortments fresh and relevant.

Follett was able to provide a solution when **George Washington University** wanted to offer merchandise that resonated with both the campus and local Washington, D.C. community. Partnering with the University, we introduced a unique line of local merchandise, including the popular "Cherry Blossom" collection, appealing to both the student body and the broader D.C. community. This line of locally inspired products connected the campus store with the community, enriching the store's appeal and enhancing campus pride.



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Follett's partnership with **Vanderbilt University** stands as a testament to our ability to deliver tailored, agile solutions that meet the unique needs of each institution. Shortly after assuming management of Vanderbilt's campus store, we collaborated to support the university's updated branding, launching the highly successful "NASH" brand collection of over 50 unique apparel and gift items available both in-store and online.



Our adaptability was further demonstrated when the athletics department unveiled a new primary logo just ahead of baseball season. Follett's On Demand services responded quickly, producing a range of branded merchandise that was available in-store and online within a week, ensuring the university could meet high fan demand in time for the season's start. Through a deeply integrated transition approach, marked by weekly stakeholder meetings and early engagement with academics, administration, athletics, and alumni, we opened the campus store with fully functional integrations, an active website, and minimal closure days. This seamless transition created an enhanced retail environment that immediately supported key campus events, athletic sales, and scheduled activities, setting a strong foundation for long-term success. These accomplishments at Vanderbilt highlight Follett's ability to adapt and thrive, offering a proven framework that can be applied to partnerships with institutions alike.

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

Our merchandising team will curate a tailored selection of UMW-branded products, offering everything from classic apparel to exclusive, custom-designed items that showcase the unique attributes of the University of Mary Washington. Special collections, limited-edition items, and seasonal products will be designed to appeal to students, alumni, and faculty alike, deepening their connection to the university.

For some examples of limited release merchandise, please go to page 119.

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

Indulge in a diverse array of curated food and beverage options at the UMW Store, ensuring a perfect blend of convenience and culinary delight. From snacks and fresh food selections to heat-and-serve items, sodas, water, tea, juice, coffee, and delectable bakery options, we've got it all. Our commitment extends beyond mere offerings, considering local preferences and trends to craft an ideal campus solution. Whether a fully licensed café, a convenience store, or a thoughtfully blended solution, we tailor our offerings to suit the unique needs and aspirations of the University of Mary Washington.

Our commitment extends beyond routine offerings, delving into hot-beverage programs that collaborate with national brands, wholesale distributors, or beloved local suppliers and community favorites.



Convenience

Gain exclusive access to a convenience program meticulously designed to cater to your campus community. We'll integrate purchasing trends and local preferences to craft a tailored assortment exclusively for your college community. Whether you require only essential items or seek a comprehensive superstore experience, our C-store solutions ensure your campus community has the convenience items they need to fuel the academic journey.

Health & Beauty

We get that the products needed to support the lifestyle of your students, faculty, and staff are a blend of those carried in a traditional convenience store along with those available in a drug store. That's why we provide a range of health and beauty necessities, as well as personal care items. Follett is proud to support student wellness and self-care through our curated Elevate U and Beauty collections, designed with today's students in mind. From beauty essentials by top brands like Maybelline, Revlon, and NYX to wellness products from trusted names like Vital Proteins® and Dr. Teal's, students can easily find everything they need to look and feel their best—right on campus.

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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).

Follett ensures athletic merchandise is readily available throughout the sports season and accurately reflects the style, branding, and logos used by the Athletic Department to maintain consistency and school spirit, both instore and online.

Follett has been providing Game Day service at top collegiate athletic venues for years. We understand your athletic teams are highly visible ambassadors and are a bridge between your students, faculty, administration, alumni, parents and members of the surrounding community. We will coordinate with the athletics department to create a marketing and merchandising plans that create excitement and spirit using a variety of traditional marketing tactics increasingly blended with the omni-channel in-person/ online experience that customers have come to expect. Marketing the Athletics business presents a unique opportunity to share insights and data, as well as extend a cohesive retail experience across campus.

If awarded this business, Follett would expect to leverage existing student, fan and alumni customer relationships and utilize our ability to extend those relationships cross-functionally between athletics and academics. Strategies include:

- Omni-channel Marketing Strategy – Few retail experiences today are exclusively in-person or online, the Follett strategy is based on a 360-degree view of the customer experience
- Game-Specific Retail Tie-ins – Supporting Color-Out or Family Day events with merchandising and marketing messages
- Store Promotions – Specials on items and curation of collections reach both "die-hard" fan customers as well as those who "come along for the ride", and may be looking for experiences outside of and beyond game day
- Partnerships – Follett looks at the whole fan experience including fan hotels, transportation services and even private plane terminals where it is applicable to find alumni and fans in town for the game
- Beyond-the-Game – An important, and overlooked part of the overall strategy is following the customer out of the stadium, retargeting them later with athletics store merchandise and offers

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Physical Marketing Tactics

On the physical marketing side, Follett constantly reevaluates tactics like in-venue materials, print ads, mobile billboards and store events to tailor the tactic to the marketing goal, ensuring we are targeting the right customer at the right time. Expected physical marketing support includes:

- Athletics Print Ads – Programs, Tickets, Parking Passes and other hand-to-hand items are utilized when applicable
- Venue Advertising – In-Venue and On-Campus placements promoting store offerings including tying in-venue retail locations to the online store for longer term customer relationships
- Special Events – Both partnering with our suppliers for special collection pop-ups or creating a fan appreciation event are possibilities as we work with your athletics marketing group to find the best fits.

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Product Sourcing Strategy

From your department's preference of sideline brand, today's leaders in active performance wear and the very best in emblematic apparel, we will provide a good, better, best, offering within your game day venues and online fan shop, that leverage the brands your fans expect. Our partnerships with sideline brands, premium and fashion brand suppliers, as well as workhorse and price-point brands, ensures your fans will have access to a full assortment of the most in-demand product available in the market.

With our buying power and market position, many leading collegiate brands look to Follett first to expose new styles and graphics that will assure you that University of Mary Washington Athletics remains leading-edge.

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.

Follett is uniquely positioned to offer our Athletic Partners a ready to launch Name, Image, Likeness program to support all student athletes in all sports.

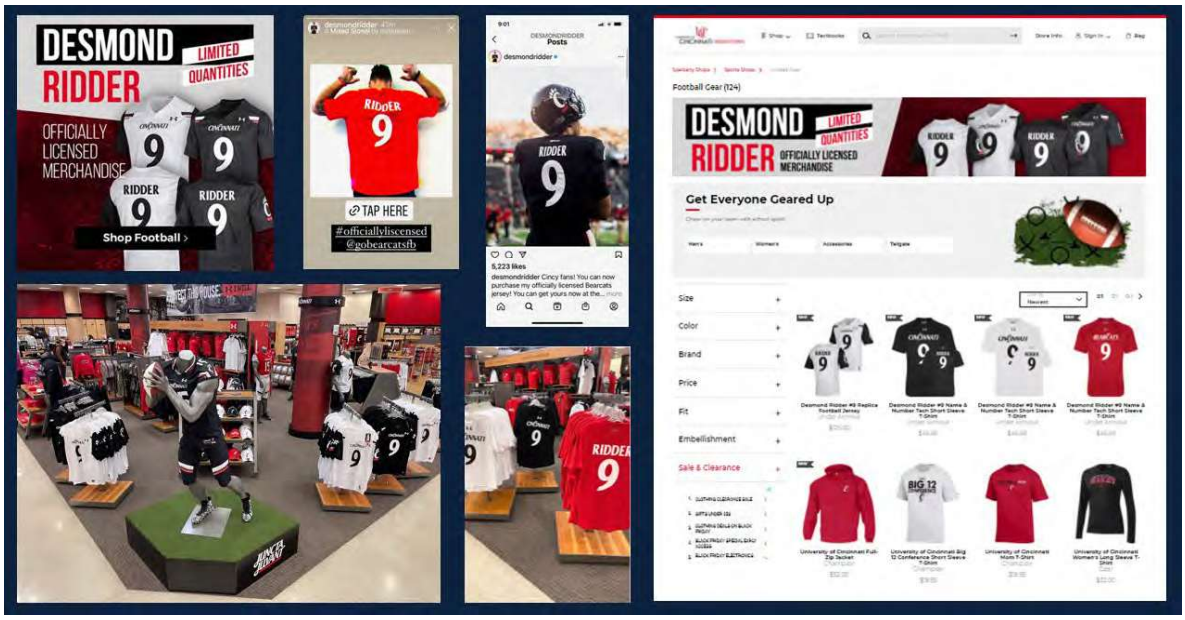


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With Follett On Demand we are already live and supporting programs at Xavier and Villanova and we can do the same for the University of Mary Washington.



Our strategy to support Student Athletes and NIL extends beyond our customized online offering to include on campus and in venue events.



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Through our assortment of Licensee Partners, Follett is able to have a wide selection of customizable products. Here are a few examples.





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

On-Demand Merchandise

It is more important than ever to provide your campus supporters with a wide selection of items as well as a diverse portfolio of graphics online. Traditional manufacturers require high order minimums, and this does not permit for an inclusive campus shopping experience. Our Follett On-Demand solution allows for representation of every sport, academic school, and can work with you to build special collections that are hyper local and relevant to your campus community. Thousands of items can be decorated with the approved marks and logo for special fundraising initiatives by each team. With Follett On Demand we can sell the merchandise to the athletics department or team booster group at a deep discount off the traditional retail price.

Follett On Demand can act as your go to campus resource for internal orders for campus purchases. These can provide support for department apparel and promotional products, event driven giveaways or holiday gifts for staff.

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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.

Follett acknowledges and agrees to the above provision.

Celebrate the milestone of graduation with unparalleled excitement, courtesy of the UMW Store! Elevate the experience for graduates and their families by offering a superior range of amenities and merchandise. We take the hassle out of this momentous occasion by collaborating with your campus to curate bespoke graduation packages. From caps and gowns to rings and graduation announcements, we ensure your graduates are adorned in style. Additionally, we seamlessly orchestrate and host graduation fairs to make every aspect of your graduation events a flawless success.



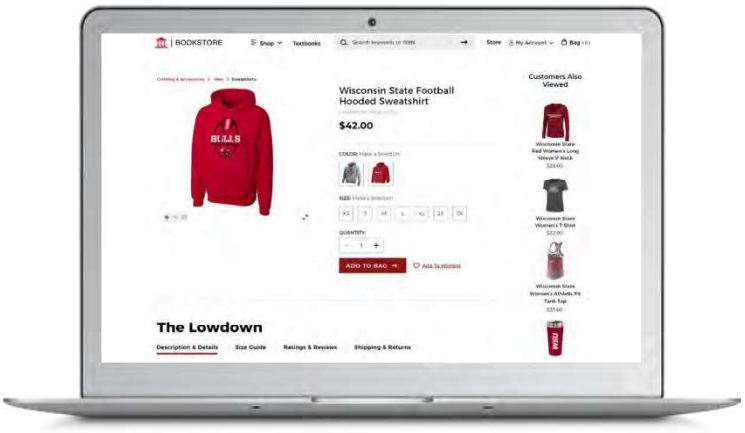
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N. Marketing, Advertising and Promotions:

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.

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

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



We also make sure your website is competitive with other outlets. Follett leverages your school's brand positioning and pairs it with our expertise in collegiate retailing to market the UMW Store as "THE" place to purchase the items needed to support a student's academic, athletic and personal journey. It includes the course materials needed for class, which are selected by local educational leaders and backed by knowledgeable store resources, as well as an institution-focused and branded, curated collection of general merchandise. The UMW Store is then positioned as the best place to find *everything* related to your school.

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

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

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

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Understanding the Customer Journey

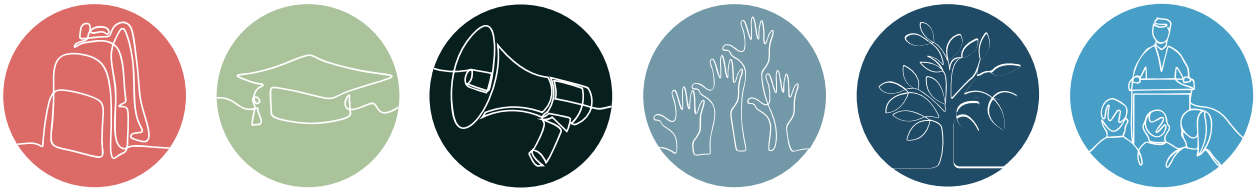
Follett's approach is integrated and omnichannel, meaning we understand a customer's shopping journey is often via a combination of online and in-store touchpoints, both on campus and off, so the experience must be consistent and seamless from channel to channel. Our marketing programs often have an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



Marketing for Today's Customer

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

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





Student Customer Journey

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

Student Marketing Example: Acceptance Letter Program

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

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Student Marketing Example: New Student Program

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

Alumni & Fan Customer Journey



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



Alumni Marketing Example: Alumni / Donor Offer

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

Fan Marketing Example: Season Ticket Inclusion

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

Faculty & Staff Partnership Journey



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

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

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Faculty Marketing Example: Meet the Course Materials Manager

In the past, a tactic of the campus store was to hold an "appreciation" event where faculty and staff could stop by the store for snacks and a discount in the hopes that store staff could also press for book adoption information. A more modern version of this tactic is a Meet the Manager event, where faculty and staff get a higher discount than typically applied.

Offline Marketing, Events & Campus Activities

Your campus community is a blend of young adults, lifelong learners, professionals, faculty, fans, alumni, and support staff. We support every member of this community with the tools they need to have a successful academic day, week, term, and year. We reinforce marketing efforts through hosted, in-store events.

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



We help celebrate each campus event and milestone with publicity and photographs. We will then work with your campus communication offices to post images, issue press releases, and promote the UMW Store community success.

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The Campus Market, Evolved

The campus store is a more than a critical resource for learning materials and supplies. We believe students, faculty, staff, alumni, visitors, and fans should view your physical and online store as an extension of your brand and look to your store as their go-to resource for everything from course materials to gear to celebrating school spirit. Our omnichannel marketing programs are designed to ensure your store reaches students with the right messaging and promotions at the right time, from acceptance and orientation to graduation and beyond.

Digital Marketing and Integration

Follett's digital marketing program connects with customers at each step of their journey. These efforts are based on the consumer data profiles we build using transactional, behavioral, and other data.

We help your campus build these customer profiles through email and CRM. Follett develops campaigns that promote various categories, products, and sales events to drive traffic to the campus store, both online and in-store, throughout the year. Follett partners with industry-leading agencies to provide best-in-class digital advertising to extend visibility.

Follett Discover

Great ecommerce marketing comes down to the ability to effectively reach customers with information that is hyper-relevant and timely. Discover integrations help students take their specific course information and carry it with them to the store or website to populate a cart of materials needed. This system ensures students have all materials they need on the first day of class.

Discover marketing example: sample customer process flow



A great example is an integration of the campus registration system or LMS with the campus store that allows a seamless path to find the course materials to fulfill individual student needs.

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Search Engine Optimization and Organic Search

Follett uses Search Engine Optimization (SEO), an online marketing strategy used to increase the visibility and traffic from search engines to the campus store website. Follett uses best-in class digital agencies and other tools to optimize search for the store website and makes recommendations for campus-side website links and coding that improve positioning in organic search.

Driving Traffic to Your Store

To ensure students think of your store first when it's time to buy course materials or branded gear, we recommend you set up optimal "search" options on the campus website. There should be accessible links to the store from relevant main website content, including course listings, athletic event pages, and others. Schools utilizing recommended links generally deliver 30% of the store's online traffic. These links are also critical to Google and other search engines, identifying the store as the "official" retailer and ranking higher on search engine pages.

Links Marketing Example: Sample Customer Process Flow



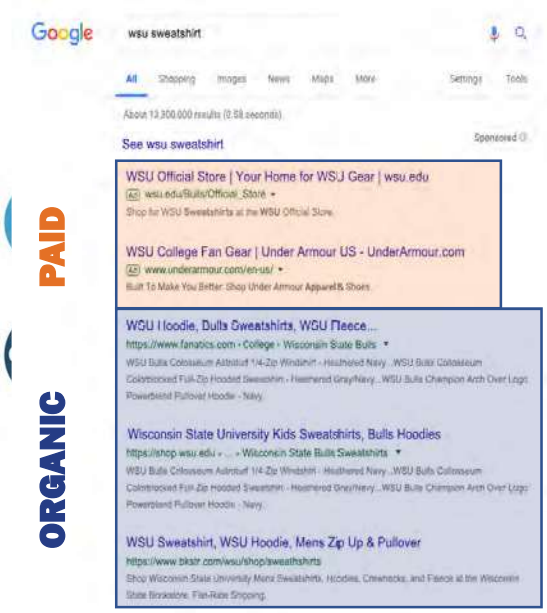
Paid Digital Advertising

Follett's marketing team optimizes paid digital advertisements, search engine marketing, and display ads for your campus store. With access to 200+ million people on our advertiser network, we utilize this channel to keep your store top-of-mind for all customer segments. We make sure that everything from creative to copy is personalized and specifically targeted to your audience, making the entire advertising process work for the UMW Store.

Search Engine Marketing

Follett's paid Search Engine Marketing (SEM) (also called "keyword marketing") program serves ads on results pages that target and connect with customers from early in their exploration all the way through the point of conversion. This connects your store's products and services to the customer's unique search.

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

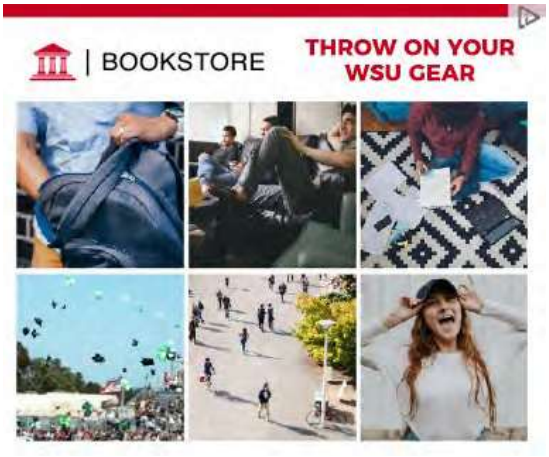


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Programmatic Display Advertising

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

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



Product Listing Ads

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

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

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

Affiliate Marketing

Follett partners with affiliate platforms that drive traffic to the campus store website by offering coupons, discounts, or cash back to visitors. Popular affiliates include websites and apps such as Rakuten, Groupon, Honey, and RetailMeNot. Follett's affiliate marketing program consists of 30+ active partners and growing.

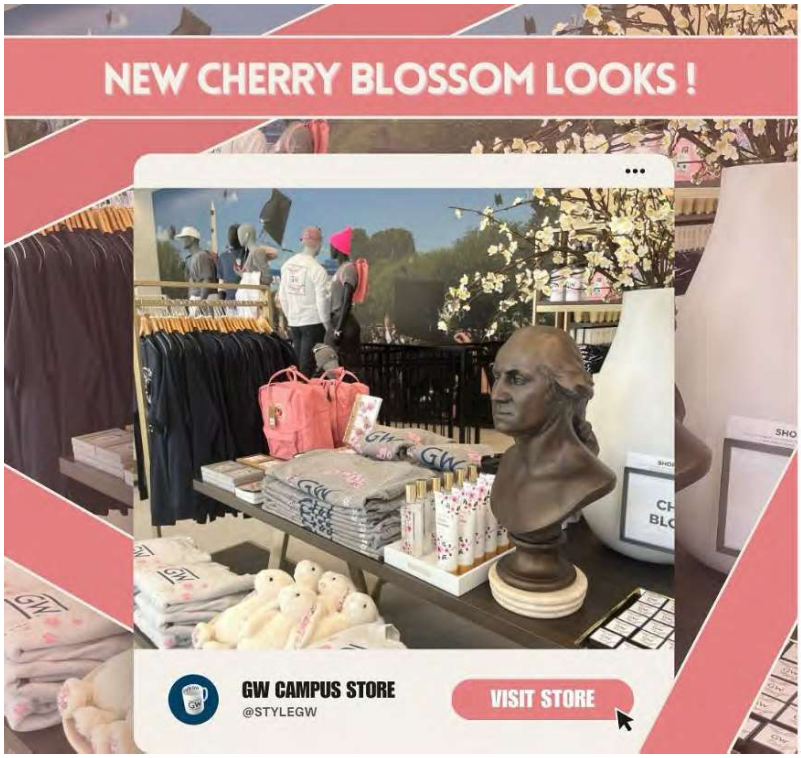
Social Media Marketing

Paid and non-paid, "organic" social media marketing is central to the student experience today. Follett helps your student store and campus social media profiles stand out.

Our organic social strategy creates engaging and shareable posts that drive new interest. This helps to build more brand awareness and connects the institution more closely to its campus store.

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

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stylegw • Follow

stylegw Check out our themed merchandise displays at the GW Campus Store today!! 🌸🌸🌸 #Spring #CherryBlossoms #GW
35w

catcha2_ Can we shop there using dining dollars??
35w Reply

34 likes
March 29



longwoodstore_ • Follow

longwoodstore_ What items are you grabbing during our sale? 🤔 We have tons to choose from and you can find them all online ❗ Use the link in our bio or go to www.longwoodstore.com and enter code BLACKFRIDAY24. The more you buy, the more you save! Happy shopping 🛍️
2d

38 likes
2 days ago

Add a comment...

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Email and SMS Marketing

Email and SMS (text) messaging are important marketing channels for the UMW Store. School-provided student email lists allow email marketing efforts to be expanded, which maintain customer relationships as new students enter the school or purchase their initial course materials.

Even before the first day of class, accepted students and their families are enthusiastically representing your school. Together with you, we make sure their branded shopping happens at your store. Your campus store emails students to communicate about course materials, general merchandise, sales and events, graduation, and more. Email is your store's highest performing sales channel.

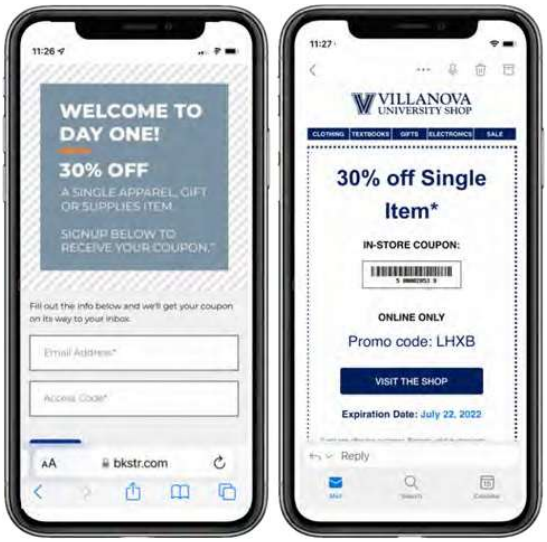


Email Marketing Example: Term-Start Email Series

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

Email Marketing Example: Auto-generated Email Campaign

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



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Email Marketing Example: Coupon Loop

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

Measurement & Analytics

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



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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.

First and foremost, we know that every campus community is different and uniquely diverse. Your campus needs a public relations / community relations strategy that works for your population.

University of Mary Washington includes a diverse blend of young adults, return-to-school adults, tenured professionals, fans, alumni, and support staff. Follett provides the entire community with the tools they need to have a successful academic day, week, term, and year. We reinforce marketing efforts through hosted, in-store events.

Campus engagement continues beyond a single event or purchase. Follett helps your campus store celebrate each success with publicity and photographs. We work with your campus communication offices to post images, issue press releases, and promote campus community success.

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

New Student Admittance and Homecoming







Sponsored Give-Aways at Athletic Events





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Commencement Sales



Grand Openings



Tent Sales for Campus Events and Athletics



In Store Excitement:



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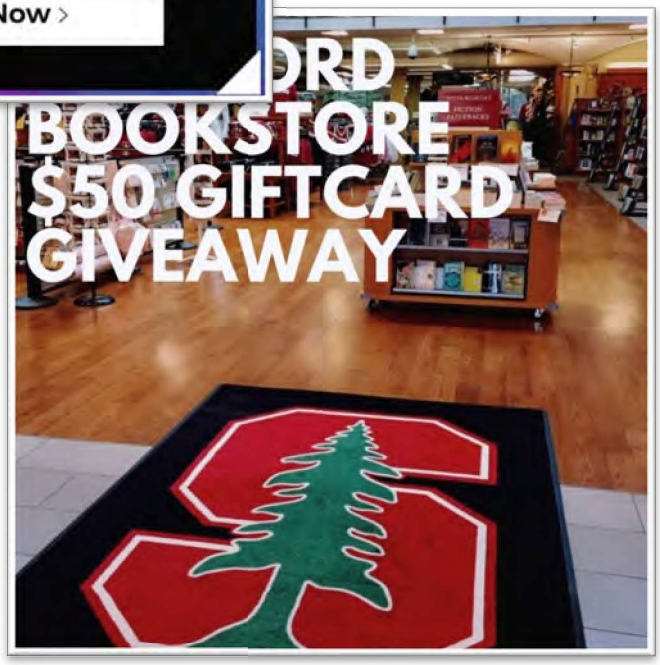
We offer various promotional events each academic year featuring specially priced T-shirts, Sweatshirts and other items. We also partner with our vendors to offer single item give aways like Red Bull or our Thirst Project imitative.











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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.

Follett's partnership strategy with University Athletics, the Alumni Association, Student Government Association, and other campus organizations ensures a strong bookstore presence at university events and effective marketing of its merchandise through the following initiatives:

Regular Engagement and Collaboration:

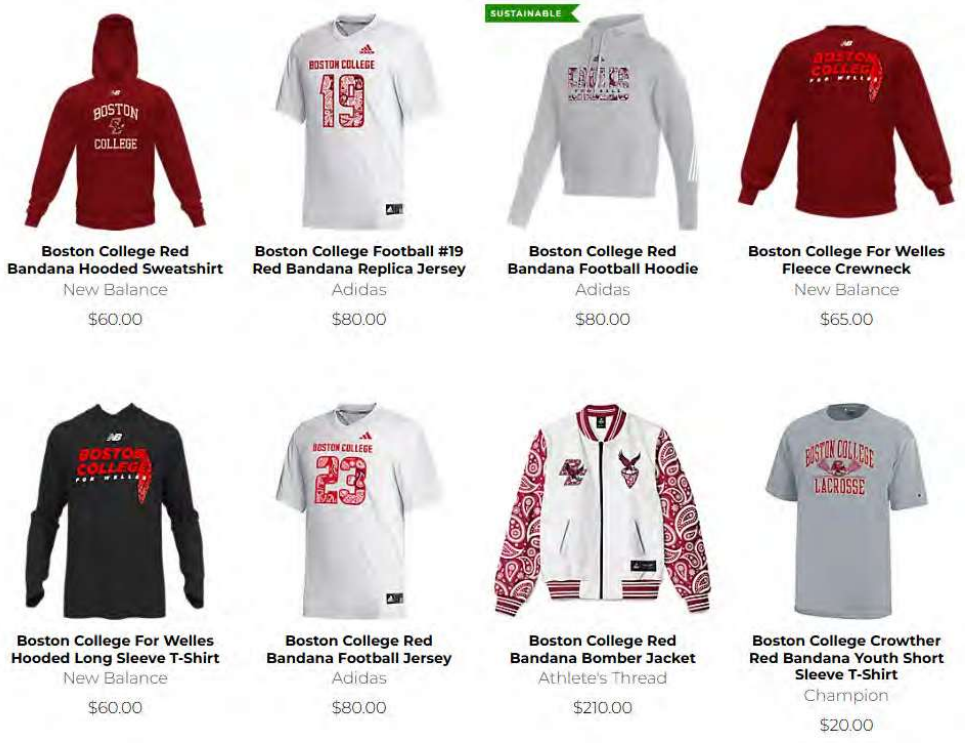
- Local store leadership and field support teams will meet regularly with athletics, alumni, and student group leaders to identify outreach, event participation, and sales opportunities.
- This collaborative approach will foster alignment on event-specific merchandise needs and marketing strategies.

Pop-Up Stores and Event Presence:

- Utilizing mobile point-of-sale (POS) systems, Follett will deploy pop-up stores at university events on and off campus, such as athletic games, alumni gatherings, and student festivals.
- These stores will showcase event-specific merchandise, enhancing accessibility and driving sales.

Custom Merchandise and Licensing:

- Through Follett On Demand and a guaranteed sales program, products featuring personalized logos, date-stamped designs, and other university-approved elements will be created in partnership with University of Mary Washington licensing.
- Specialty collections, such as the Red Bandana Collection at Boston College, can be developed to honor campus traditions and alumni legacies, with portions of proceeds benefiting charitable causes.



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Alumni Engagement:

- The bookstore will support alumni activities with exclusive offers and promotions, fostering ongoing school pride and engagement among graduates.
- Custom partnerships with alumni associations, such as discounted merchandise for alumni donors, will be designed to boost both donations and store sales.

Fan and Athletic Department Partnerships:

- Marketing plans tailored to the university's alumni and fan base will include initiatives such as including spirit offers with season ticket mailings and creating "VIP access" opportunities for game-day merchandise pick-ups.
- Strategies like pre-ordering merchandise online with in-store pickup on game day will attract fans to the physical store, increasing overall engagement.

Targeted Digital Marketing:

- Custom email campaigns and promotions will be coordinated with university departments, enabling targeted outreach while respecting institutional privacy controls over donor and fan lists.

Together, Follett and the University of Mary Washington will leverage regular collaboration, innovative mobile solutions, custom products, and University of Mary Washington specific marketing plans, Follett will effectively integrate the bookstore into the University of Mary Washington culture, strengthening connections with key campus organizations and enhancing sales opportunities.

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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.

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

Student Marketing Example: Acceptance Letter Program

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

Student Marketing Example: New Student Program

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

Alumni Marketing Example: Alumni / Donor Offer

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

Fan Marketing Example: Season Ticket Inclusion

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

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Affiliate Marketing

Follett partners with affiliate platforms that drive traffic to the campus store website by offering coupons, discounts, or cash back to visitors. Popular affiliates include websites and apps such as Rakuten, Groupon, Honey, and RetailMeNot. Follett's affiliate marketing program consists of 30+ active partners and growing.

Email Marketing Example: Coupon Loop

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

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.

Taking team spirit on the road creates the Pop-Up Shop. This area is designed to display official school apparel. Follett will work closely with the University of Mary Washington to offer authentic apparel and gear for University of Mary Washington 's fan to create an exciting array of merchandise. Incorporating flexible merchandising ideas for the creation of inviting and distinctive pop-up displays. We can use a ballroom, classroom, event tent, parking lots and any location where you are hosting an event to support with the sales of branded merchandise.





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

As the largest operator of campus bookstores in the country, Follett has the resources to respond quickly to special events or achievements. When the schools we serve are headed to bowl games, we work with our vendors to quickly create and manufacture apparel, so it's ready for fans before the big game—not after, like some companies.

When teams have won college national championships, Follett has made products available to fans in record time. We have celebrated all sports championships, Sweet 16, Final Four, Frozen Four and so many more. When the Stanford University Women's Basketball and Baylor University Men's Basketball teams won their national championships, Follett had championship products available in the bookstores and on the bookstores' websites **WITHIN SECONDS OF THE FINAL WHISTLE**! Visitors to the website were greeted with a congratulatory message and offered instant access to the highest-quality championship apparel and products available.

Follett is uniquely suited to serve universities that feature outstanding athletic programs. We know how important athletics are, so we developed a strategy that goes above and beyond merely selling merchandise on game days. We procure and promote team merchandise year-round, both online and offline.



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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.

Today's campus store is a marketplace that offers products and services tailored to your brand and the campus experience. The store environment should exemplify and convey your rich history. We envision the campus store as a hub for academic resources, school spirit, and community gatherings. We want the store to provide a welcoming, engaging, and hassle-free shopping experience.

We emphasize your brand, rather than ours. The campus store is often the first impression for prospective students and parents visiting the campus. We deliver a campus store designed and planned to embody your brand and represent your unique community.

Our custom-designed fixtures enable us to maintain a high level of flexibility within stores. We have designed textbook fixtures that not only hold up to 2,000 pounds, but also are mobile with industrial casters. Our newer, modular gondolas can incorporate graphics specific to each institution. Our fixtures let stores quickly adjust to changing seasons, demographics, and industry trends. This flexibility is one of our key strengths.

The Follett Difference

Delivering a Superior Campus Experience

Our campus store renovation process is truly collaborative. We work closely with your team to create a store design that meets your goals and objectives. Our plan encompasses seven key steps.

Collaborate with You

The Follett design team will conduct a project kick-off meeting with key leaders from your team, the operations team, and department members to discuss the scope and goals of the store design or remodel. Optimal remodel dates will be determined to reduce impact on store operations and customer service. A proposed timeline will be discussed based on project scope.

Understand Your Brand

Follett's store design team will delve into school history and current branding to support development of the store design. This includes reviewing campus life images and branded elements procured from your marketing and branding teams.

Develop Store Design

Follett will assess existing building conditions and facilities and conduct an internal review of various department needs for space and allocations. Using information gleaned from these activities, the Follett team will prepare and present a preliminary store fixture plan, proposed finishes and furnishing package.

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Review with You

The preliminary store design package will be shared with the appropriate contacts on your team for review and comment. After your team has reviewed the package, the Follett store design team will integrate your team's feedback, rework the design, and re-issue the design package.

Coordinate Construction

Once project plans are approved, Follett's store planning team will coordinate a construction kick-off call with your representatives to discuss schedules, requirements, and any logistical challenges. Follett will begin procuring fixtures, finishes and construction materials. Follett's construction support team will oversee the construction process in its entirety. Site visits and on-site construction meetings will be performed as needed.

Leasehold improvements would be performed at the school as needed:

1. HAZMAT abatement (asbestos, lead paint, etc.)
2. ADA, Building and Life Safety Code Compliance upgrades
3. Utility infrastructure upgrades and modifications

Plan Merchandise

Once the store is complete, Follett will test and verify all technical support systems. Follett's visual merchandise and operations team members will then begin to stock and visually merchandise the store to create a vibrant and welcoming shopping environment.

Initial Observations and Proposed Concepts

We have made some initial observations regarding the current campus store. Based on those observations, we would like to present some proposed ideas and concepts for your review.

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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.

Follett's recommended approach to campus store renovations ensures minimal service disruption while delivering a fully rebranded and revitalized retail experience. By scheduling major renovations during low-traffic periods, such as summer break, spring break, or mid-fall term, we align with the academic calendar to reduce operational impact. The following phased timeline outlines key steps for a seamless rebranding and renovation process:

Suggested Timeline and Key Steps

Phase 1: Initial Consultation & Visioning (Early Fall)

- **Timeline:** Weeks 1–4
- **Activities:**
  - Meet with key stakeholders, including student representatives, faculty, and administration.
  - Establish rebranding goals, identify key design elements, and discuss layout, product needs, and brand alignment.
- **Outcome:** A shared vision and specific goals for the rebranding effort.

Phase 2: Space Assessment & Data Collection (Fall Semester)

- **Timeline:** Weeks 5–10
- **Activities:**
  - Assess current store layout, customer flow, and visual impact.
  - Conduct surveys and focus groups to gather customer feedback on signage, visuals, and layout.
  - Analyze sales data and initial back-to-campus feedback to identify quick-win changes.
- **Outcome:** Insights into high-traffic areas, customer preferences, and layout challenges.

Phase 3: Design Proposal & Iterative Feedback (Late Fall)

- **Timeline:** Weeks 11–14
- **Activities:**
  - Present initial design proposals, including layout options, visual elements, and signage concepts.
  - Gather stakeholder feedback to refine and adjust the design.
- **Outcome:** Revised layout and visual concepts aligned with stakeholder input.

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Phase 4: Pilot Implementation & Temporary Updates (Early Spring)

- **Timeline:** Early Spring Semester
- **Activities:**
  - Implement temporary updates or pilot changes, such as new signage, display layouts, and product placements.
  - Test the effectiveness and alignment with the new branding.
- **Outcome:** Real-world testing of layout adjustments and visuals, providing actionable insights.

Phase 5: In-Depth Review & Data Collection (Mid-Spring)

- **Timeline:** Mid-Spring Semester
- **Activities:**
  - Collect feedback from students, faculty, and staff on pilot updates.
  - Assess sales impact and customer engagement.
  - Make further adjustments based on real-time data.
- **Outcome:** Fine-tuned layout, signage, and visual elements for optimal performance.

Phase 6: Full Implementation Planning (Late Spring)

- **Timeline:** Weeks 10–12 of Spring Semester
- **Activities:**
  - Finalize design layout, visuals, and signage based on stakeholder feedback and pilot results.
  - Develop a detailed plan for summer implementation.
- **Outcome:** A comprehensive rebranding plan, ready for execution.

Phase 7: Full Implementation & Launch (Summer)

- **Timeline:** Summer Break
- **Activities:**
  - Complete the store redesign, install permanent signage, and execute layout changes.
  - Prepare for a back-to-campus re-opening event in the fall to showcase the new design.
- **Outcome:** A rebranded, visually refreshed campus store ready to meet the needs of the campus community for the upcoming academic year.

This phased approach balances strategic planning with stakeholder engagement while ensuring that the renovation process is minimally disruptive and perfectly timed to align with the academic calendar. Using a similar framework the University of Mary Washington Store transformation will make a strong impression on shoppers with minimal disruptions.

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Once the store renovation is complete, we continue to address and evaluate the opportunities, traffic flow and visual impact of the store. Nine months after our new store opening at George Washington University, we completed a store reset including fixture swaps and floor moves. Keeping a fresh, inviting store environment is key to continued sale growth and customer satisfaction. Follett also recommends periodic maintenance and a store refresh investments every five years at a minimum.

For Follett's offered facility investment, please go to page 155.

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.

Follett acknowledges and agrees to the above provisions. Follett is committed to providing UMW with a clean, bright, and welcoming bookstore space that delivers an inviting retail experience for the entire campus community.

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P. Financials

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

Commission on Digital Revenue

7.0 of all Digital Commissionable Sales

Digital Commissionable Sales are defined as all collected revenue (in compliance with generally accepted accounting principles) for all digital content generated through the Store or the Store website, less Inclusive Access, Equitable Access revenue, voids, refunds, sales tax, campus debit card fees, discounted sales to authorized School faculty, staff, departments and others as may be mutually agreed to under this Agreement, associated Follett-funded scholarships and pass-through income.

Commission on Course Material Sales

7.0% of all Course Material Commissionable Sales

Course Material Commissionable Sales are defined as all collected revenue (in compliance with generally accepted accounting principles) for all physical print course material products and course related supplies generated through the Store or the Store website, less Digital product revenue, Inclusive Access, Equitable Access revenue, voids, refunds, sales tax, campus debit card fees, discounted sales to authorized School faculty, staff, departments and others as may be mutually agreed to under this Agreement, associated Follett-funded scholarships, handling fees associated with non-return of rental textbooks, pass-through income and merchandise sales at less than an inherent 20% margin (i.e., computer hardware and software), and advertising expenses that directly draw consumers to the store/website (e.g., paid search and social media expenses)..

Commission on General Merchandise Sales

10.0% of all General Merchandise Commissionable Sales up to **$750,000**; plus
13.0% of any part of General Merchandise Commissionable Sales over **$750,000**

General Merchandise Commissionable Sales are defined as all collected revenue (in compliance with generally accepted accounting principles) for all general merchandise products generated through the Store or the Store website, less course related supplies associated with an Inclusive or Equitable Access program, voids, refunds, sales tax, campus debit card fees, discounted sales to authorized School faculty, staff, departments and others as may be mutually agreed to under this Agreement, associated Follett-funded scholarships, pass-through income and merchandise sales at less than an inherent 20% margin (i.e., computer hardware and software), and advertising expenses that directly draw consumers to the store/website (e.g., paid search and social media expenses)..

Terms

Payments will be made monthly twenty days after the end of the month**.** Follett may deduct past due accounts receivable charges that are more than 120 days in arrears from commission payments.

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Commission Payments Processing

Follett will process commission payments by sending ACH transfers (Direct Deposit) in lieu of paper checks. The benefits include:

- Improved timeliness of receiving payment
- Elimination of lost checks in the mail
- Elimination of the time and expense of making a bank deposit

Please note that being paid by ACH does not change your payment terms or how often you will receive payment. On the day that the ACH payment is made, the designated recipient will receive an email indicating that the funds are on the way to the bank. A CSV file (that can be opened in Excel) will be attached to the email, which will contain the remit information with the document numbers that were paid (similar to the check remittance advice). Please note that this is not a wire transfer. The process takes approximately 7–10 business days to process once a necessary form is completed and submitted to Follett.

Additional Financial Considerations

Campus Store Renovation

Follett will invest up to **$125,000** beginning year 2, to create a beautiful and efficient retail space that enhances your image, attracts customers and increases sales.

One-time Payment

Follett will make a **$100,000** one-time payment within 180 days, beginning in year 2 of this contract, upon the successful implementation of the Follett integrations. This payment will be subject to amortization and repayment in accordance with the contract.

Systems

Follett will invest **$40,000** for the installation of the point-of-sale and store management systems.

Inventory

As part of the store transition, Follett will purchase your existing campus store inventory.

Faculty and Staff Discounts

Follett will offer a 10% discount on all purchases over $1.00 (excluding textbooks, sale merchandise, computer hardware and academically discounted software) to staff, faculty, administrators, graduate assistants, teaching assistants and research assistants.

Departmental Discounts

Follett is committed to offering a departmental discount of 20% on all purchases over $1.00, excluding textbooks, sale merchandise, computer hardware and academically discounted software.

Financial Reliability

Follett's willingness to enter into an agreement under the terms offered within is based on the financial information provided by the school. If for any reason any material or detrimental deviation from the school's reported financial information (including but not limited to annual sales) as compared to the first year's financial performance occurs Follett would expect to renegotiate appropriate modifications to the proposed terms.

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Change in Business Model

If annual gross sales of the bookstore should materially decline more than 5% as a result of declining enrollment, public legislation, other conflicting campus contracts, material changes in school policies or the business model of the industry, such as digital books, sales directly from the publisher, or other reasons outside of the control of Follett, University of Mary Washington and Follett agree to negotiate in good faith an appropriate adjustment in the payments set forth above.

Financial Records

Follett will maintain complete and accurate records of all store transactions in accordance with approved accounting practices and will provide a monthly statement of gross revenue. Follett will preserve operational records for three years from the transaction date and will make them available for review, audit and verification in the store upon your request. Our records are audited annually by a Big 4 Accounting Firm. Follett's internal audit staff conducts both scheduled and unscheduled audits of our stores throughout the year.

Retail Selling Prices

In operating the Store, Follett will charge industry standard, competitive and fair prices which, at present, are as follows:

- On new textbooks and trade books, not more than the publishers' list price, or a 25% gross margin (cost divided by .75) on net price books and list price books sold to Follett at less than a 25% discount off list, and rounded up to the next quarter.
- On coursepacks, text "packages and "bundles," and non-returnable and return-restricted texts, not more than a 30% gross margin (cost divided by .70), and rounded up to the next quarter.
- On eBooks and other digital content, when Follett determines the end-user price, Follett will follow the same pricing rules applicable to coursepacks, and when the publisher determines the end-user price and Follett acts as agent, Follett will use the publisher price.
- On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices rounded up to the next quarter.
- On rental books, Follett will be setting rental fees for each title, and any given title's fee may vary as a percentage of the retail selling price.
- On course required or any related supply items, "sets" and "kits", not more than the normal gross profit margin for similar merchandise in the college bookstore industry
- On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.
- Follett ACCESS Program fees will be determined by Follett for each semester or summer session and submitted to the school.

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1. Financial Terms

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.

Follett agrees to the above provision.

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.

Follett agrees to the above provision.

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 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.

Follett typically provides payments and reporting no later than the 20th day of the month.

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.

Follett agrees to the above provision.

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.

Follett agrees to align its financial reporting with the university's fiscal year. However, our monthly commission reporting is based on a 4-4-5 accounting calendar, which may not align precisely with calendar months. We can provide sales reporting for a calendar month or any other designated period to meet the university's specific reporting requirements.

f. Tax Obligations: The Firm is solely responsible for all tax obligations related to this contract.

Follett agrees with the above provision.

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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.

Follett agrees with the above provision.

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: Electricity General building maintenance (HVAC, Mechanical, Ceiling tiles from leaks, etc.) Heating and air conditioning, Smoke/heat alarms, Natural gas, steam, Water, sewer, Trash removal (from the University's designated point,) Fire safety inspections, Utility Services: The University commits to maintaining utilities to its best ability but shall not be liable for losses due to outages.

Follett agrees with the above provision.

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

Follett recommends the following definition of Net or commissionable sales:

Net (Commissionable) Sales is defined as all collected revenue (in compliance with generally accepted accounting principles) generated through the Store or the Store website, less voids, refunds, sales tax, campus debit card fees, discounted sales to authorized School faculty, staff, departments and others as may be mutually agreed to under this Agreement, Follett-funded scholarships, handling fees associated with non-return of rental textbooks, sales with pass-through income, items sold at less than an inherent 20% margin (e.g. computer hardware and software), advertising expenses that directly draw consumers to the store/website (e.g., paid search and social media expenses).

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.

Follett has read and agrees to the above provisions.

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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

Follett acknowledges and agrees to the above provisions. We will partner with UMW to provide any requested reports that would assist in analyzing current store operations.

Follett typically provides reporting for prior month by the 20th day of the calendar 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 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.

Follett has read and agrees to the above provisions.

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.

Follett has read and agrees to the above provision.

Financial Records

Follett will maintain complete and accurate records of all store transactions in accordance with approved accounting practices and will provide a monthly statement of gross revenue. Follett will preserve operational records for three years from the transaction date and will make them available for review, audit and verification in the store upon your request. Our records are audited annually by a Big 4 Accounting Firm. Follett's internal audit staff conducts both scheduled and unscheduled audits of our stores throughout the year.

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.

Follett has read and agrees to the above provision.

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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.

Follett has read and agrees to the above provisions.

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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.

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/).

Follett has read and agrees with the above provision.

Follett confirms that we are 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 can provide officially stamped architectural drawings for any renovations.

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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.

We wholeheartedly agree with the importance of a collaborative approach to ensure a seamless transition should a new vendor be selected for bookstore management. Follett has a history of partnering effectively with Barnes & Noble and understands the value of open communication and cooperation during transitions.

Our team is fully prepared to work closely with Barnes & Noble and the University of Mary Washington to ensure an efficient and smooth handoff that minimizes disruption to the campus community. By leveraging our expertise and focusing on partnership, we can help facilitate a transition that supports the needs of students, faculty, and staff while upholding the University's standards and goals.

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.

On average, we transition 40 new stores per year. That means we know what works. Our six-person Transitions Group, placed regionally, ensures every store has a dedicated transition specialist. We also engage experienced store managers in the region and human resources, technology, general merchandise, and finance team members to help every step of the way.



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Your campus community is what makes your institution unique. We customize our response to your campus and set up our systems for your environment. We build personal connections with campus members to guarantee a collaborative transition. We prefer to leverage current store staff experience and knowledge whenever possible. Our retention rate for employees who remain with us one year after a transition is 95%, the highest in the industry.



We work hard to ensure that your store transition is executed flawlessly. To help with the transition, we hold a specially designed orientation session. This includes:

- The history, mission, and vision of Follett Higher Education
- Follett's values
- Team Member benefits and opportunities, including the quarterly Pathway to Growth bonus program
- A benefits comparison
- A demonstration of our online benefits enrollment program
- A question-and-answer session

We make in-store or virtual, instructor-led training available for new store managers to prepare them for the transition. Every new store that we transition receives a training plan. The training plan outlines accomplishments to be achieved before, during, and after the transition. The training plan ensures that team members understand the support and resources available to help their campus store thrive.

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Store Transition TIMELINE

8 WEEKS PRIOR

- Receive signed Letter of Intent
- Transition Team alerted
- Meet campus contact/Field Operations

7 WEEKS PRIOR

- Review security requirements
- Complete new store inventory evaluation
- Engage campus accounting

6 WEEKS PRIOR

- Review floor plan and fixture needs with Store Experience team
- Create merchandising profiles and design planogram
- Establish location to stage and receive transition shipments

5 WEEKS PRIOR

- Finalize merchandise category needs
- Establish campus beverage vendor
- Update Visual Merchandising on progress

4 WEEKS PRIOR

- Contact campus webmaster for link to store website
- Develop/Implement online presence
- Review Follett coverage for transition inventory

3 WEEKS PRIOR

- Review floor plan and fixture needs with Store Experience team
- Create merchandising profiles and design planogram
- Establish location to stage and receive transition shipments

2 WEEKS PRIOR

- Confirm Inventory Service
- Communicate Home Office department contacts
- Engage campus accounting

1 WEEK PRIOR

- Review inventory evaluation and execution with TRANSITION TEAM
- Match adoptions to books on shelves
- Match inventory to enrollments

TRANSITION WEEK

- Assemble Follett Transition Team on-site
- Make final preparations for inventory
- Close store for two days

TRANSITION WEEK

- Inventory the store
- Determine status of existing inventory
- Re-ticket designated clearance merchandise

POST TRANSITION

- Load textbook inventory into Course Materials Management System
- Ensure that security equipment training is complete
- Verify that website is active on eFollett
- Establish link to store website from campus website and/or portal
- Conduct associate orientation and training using New Associate Onboarding program

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Post-Transition

- Load textbook inventory into Course Materials Management System.
- Ensure that security equipment training is complete.
- Verify that website is active on internal systems and platforms.
- Establish link to store website from campus website and/or portal.
- Conduct team member orientation and training using New Team Member Onboarding program.
- Conduct POS training with management team.
- Review general store safety, procedures and reporting of work-related injuries.
- Hang/display operational signage.
- Contact planner for review of reorder process.
- Schedule department/faculty meetings.
- Create bookstore advisory council.
- Arrange meeting with store planner.
- Review performance of new store team members.
- Complete 90-day evaluation of all new store team members.

Detailed Schedule

Below is a Proposed Sample Schedule, subject to review and discussion based on store needs.

April 21	**Onsite Coverage**: Greg Kirby, Regional Manager – 2 days Ken Pegram, Group Vice President onsite – 1 day Vice President of Transitions – 1 day Actions • Visit campus and introduce ourselves to the University's leadership team. Ensure we understand key priorities for the store from each University's leadership team– refine job descriptions and organizational charts based on visits. • New Store Data Packet • Meet with Campus IT and store systems IT • System equipment ordered and imaging begins. • Store training plans finalized. • Transition team assigned
May 1	**Onsite Coverage**: Greg Kirby, Regional Manager • Recruiting for management positions. • Equipment is configured • Begin ordering course materials • Transitions VP reviews inventory and purchase orders • eFollett team begins work with University's marketing standards group on campus store website • Banking and armored car set up.

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May 9	• Recruiting for management positions. • Equipment is configured • Begin ordering course materials • Transitions VP reviews inventory and purchase orders • eFollett team begins work with University's marketing standards group on campus store website • Banking and armored car set up.
May 17	**Onsite Coverage**: Greg Kirby, Regional Manager – 2 days Ken Pegram, Group Vice President onsite – 1 day Actions: • Signage and new fixtures begin arriving. • Equipment arrives. • Establish training protocols • Review and collect adoptions
May 24	**Onsite Coverage**: Greg Kirby, Regional Manager – 4 days Ken Pegram, Group Vice President onsite – 2 days Transition support team (10 people) - 5 days Actions: • Inventory • Management candidates presented to the University • Welcome to Follett paperwork for student workers and any employees joining Follett • Store re-set • Training - Our experience has taught us how to make the training interactive and fun. Our enthusiastic training team will serve food/provide prizes and will demonstrate our commitment and resources to the existing staff. The Follett training will include: • How to create GET customer service in every interaction. • Using the point-of-sale system for information and support. • CourseTracks training • Website training and fulfillment • Follett Values • The Follett Buddy Program • Website site goes live.
June 2	**Onsite Coverage**: Greg Kirby, Regional Manager – 3 days Ken Pegram, Group Vice President onsite – 1 day Actions: ▪ Faculty outreach ▪ Working on adoptions – identifying missing adoptions ▪ Meet with student government ▪ Work with the financial aid office on any special billing requests ▪ Identify any "holes" in Fall inventory – general merchandise/ supplies

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June 9	**Onsite Coverage**: Greg Kirby, Regional Manager – 4 days Transition support team (8 people) - 5 days Training ▪ Side by side training
June 17	**Onsite Coverage**: Greg Kirby, Regional Manager – 4 days Transition support team (8 people) - 5 days ▪ Review Inventory ▪ Match adoptions
June 24	**Onsite Coverage**: Greg Kirby, Regional Manager – 4 days Ken Pegram, Group Vice President onsite – 1 day Transition support team (6 people) - 5 days ▪ Final inventory preparations ▪ Equipment setup finalized ▪ Store walk through
Jun 27	**Onsite Coverage**: Greg Kirby, Regional Manager – 3 days Transition support team (6 people) - 5 days
June 30	**Onsite Coverage**: Greg Kirby, Regional Manager – 4 days Ken Pegram, Group Vice President onsite – 1 day Transition support team (6 people) - 5 days Training: Graduation -off site sales Buyback
July 7	**Onsite Coverage**: Greg Kirby, Regional Manager – 5 days Ken Pegram, Group Vice President – 1 day Transition support team (4 people) - 5 days

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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.

Follett has a long track record of successfully hiring current campus store associates. It's not only the right thing to do—but it's also the smart thing, as they already have valuable experience working at your store as well as a tremendous understanding of your campus, faculty, the community and more.

Follett will interview and may hire your current full-time store employees and student workers at their current pay levels, provided that they follow our policies and procedures, and perform duties within their individual job description. For all regular full-time store associates hired by Follett, we recognize their service with the University of Mary Washington's campus store as years of service with Follett for vacation accrual, service awards and short-term disability. All associates who have one year of campus store service are also eligible to immediately participate in our 401(k) program.

We will evaluate each associate's performance, discuss his or her career goals and schedule training and development sessions. In addition, you will have the right to approve any changes in the employment status of current store staff members who become Follett associates.

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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.

We encourage you to contact the references that we have listed, as they can best articulate the many benefits and overall value that their campus has received by choosing Follett.

Longwood University

Cameron Patterson

pattersoncd@longwood.edu

434-395-2039

Christopher Newport University

Taryn Boone

taryn.boone@cnu.edu

757-594-7102

James Madison University

Craig Short

shortce@jmu.edu

540-568-2535

American University

Ann Marie Powell

apowell@american.edu

202 885-2601

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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.

Follett specializes in enhancing university retail programs by collaborating closely with campus partners to deliver tailored, community-focused solutions. For each university, we prioritize creating contemporary stores with customized branding and product assortments designed to resonate with the unique needs of their students, staff, and alumni. Below are examples of successful strategies implemented at institutions, similar to University of Mary Washington:

George Washington University

- Established a new store in a prime location.
- Launched DC-themed local vendor collections and the unique "Cherry Blossom" product line.
- Created a hybrid store model with course materials housed off-site.
- Introduced a full computer store offering repairs and hosting product launch parties, author events, and book signings.

New York University

- Undertook a full store remodel with a curated general reading section emphasizing NYU and regional interests.
- Expanded "School of..." merchandise offerings.
- Operate a computer store with repair services.
- Initiated acceptance programs and sold branded “welcome” kits for incoming students.

Vanderbilt University

- Completed a comprehensive store remodel featuring a large trade book collection with Vanderbilt and Nashville-specific content.
- Supported athletic venue sales and provided online services through Follett On Demand, including fast production of the "Vandy Boys" product line.
- Partnered with local vendors, highlighting brands like "Nash" in the store.

Virginia Tech

- Delivered a full-service computer store and specialized alumni programs.
- Undertook a complete store remodel
- Operate Starbucks café.
- Provided on-site support for athletics venue sales.

These examples demonstrate Follett’s ability to create dynamic, community-oriented retail spaces that drive engagement, reflect institutional identity, and meet the needs of diverse campus populations. We are confident that similar strategies can be implemented to enhance the retail program at the University of Mary Washington.

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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.

From time to time, some bookstore contracts we manage go out to bid. At Follett, we are firm believers in delivering superior, consistent customer service at all levels of our business, and never sacrifice the quality of service and strength of our operational staff to become the highest bidder in an RFP process.

Please refer to ***Appendix A*** for a List of Institutions Previously Served by Follett t.

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

Follett Higher Education Group, LLC. is a privately held corporation, wholly owned by Follett Corporation, and it's audited financial statements are considered proprietary confidential information. If Follett is fortunate enough to be selected as your partner, or if these financial statements are essential for the selection process, we will be happy to provide these statements upon the execution of a non-disclosure agreement.

Follett does partner with following VASCUPP Member institutions:

- Christopher Newport University
- James Madison University
- Longwood University
- Old Dominion University
- Virginia Military Institute
- Virginia State University
- Virginia Polytechnic Institute and State University

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.

Follett Higher Education Group, LLC. is a privately held corporation, wholly owned by Follett Corporation, and it's audited financial statements are considered proprietary confidential information. If Follett is fortunate enough to be selected as your partner, or if these financial statements are essential for the selection process, we will be happy to provide these statements upon the execution of a non-disclosure agreement.

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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.

Follett + Greenlight Credentials

Removing Barriers from Enrollment, Internships and Careers

With 24% of students in the United States reporting feeling stressed about their future and finding a job, campuses are seeking new ways to make the transitions along their academic journey as seamless as possible, bridging the gaps between students, high schools, colleges and employers.

GreenLight Credentials serves as a single place for students to own and manage their credentials and academic records and securely share verified digital transcripts. The platform is available to 3,000 colleges and over 500 employers to help match students to college programs, scholarships and employment opportunities. In the 2022-2023 academic year, over 3 million students and alumni have uploaded transcripts, records, badges and more.

GreenLight Credentials has partnered with Follett to ease the process of application to higher education for K-12 students and to present job opportunities and verified applications for employment for current college students. Through this partnership:

- Follett can provide all your students with a digital locker to house their transcripts, badges, and micro-credentials.
- In doing so, Follett and University of Mary Washington can empower students to interact with prospective employers for internships and careers with the simple click of a button.
- Digital lockers are protected with blockchain technology to ensure accurate and verifiable data is transferring between students, grad schools, and future employers.

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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.

Follett + GreenPlaces

Sustainability Services Tailored for Higher Education

Sustainability is quickly becoming a requirement for colleges and universities. But carbon footprints are complex and tedious, and colleges are often strapped for resources. We have been working with Greenplaces to power our own internal sustainability reporting and are excited to bring their reporting expertise to our campuses nationwide. Powered by Greenplaces, Follett empowers schools to measure, report, and reduce their carbon emissions across all their campuses with:

- Comprehensive Carbon Footprint Analysis
- Real-time energy consumption tracking
- Easy to implement reduction strategies
- Access to an ESG policy template library
- Marketing tools to share sustainability wins on your campus

By combining Greenplaces' expertise in sustainability technology with Follett's deep understanding of the academic sector, we're making it easier for universities to manage their sustainability initiatives in a way that's both meaningful and manageable.

Waste/Plastic Reduction

Follett is committed to reducing single-use plastics and improving waste diversion by collaborating with campus partners and suppliers to identify opportunities for sustainable alternatives. Our approach includes:

Identifying & Reducing Single-Use Plastics

In-store Plastic Bag Reduction: Follett has worked with universities like Arizona State University to eliminate plastic bags, reducing 140,000 lbs. of GHG emissions and avoiding 40,000 plastic bags in 2024. Similar efforts can be expanded to additional stores based on campus sustainability goals.

Sustainable Beverage Options: At Vanderbilt University, Follett partnered with PepsiCo to begin removing single-use drink options from store selections.

Sustainable Gift Cards: Follett has introduced FSC-certified paper gift cards as an alternative to plastic, aligning with campus sustainability commitments.

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Sustainability

Follett's commitment to corporate responsibility includes our shared responsibility for the environment. We define this as meeting the needs of the present without compromising the ability of future generations to meet their own needs. Follett is committed to understanding and implementing sustainable practices in the 1,100+ stores we serve, at our corporate offices and at our distribution facilities. From managing energy efficiently, to selecting purposeful packaging, to being conscious about the little things (using recycled paper to print this proposal, for example), Follett is dedicated to sustainability.

Follett Higher Education has further solidified our commitment to do better for the people and our planet by becoming a member of The Association for the Advancement of Sustainability in Higher Education at the Business Leader level.

Follett's goals and strategies are aligned with 8 of the 17 UN Sustainability Development Goals (17 SDGs):



Follett Mission - Follett –

Follett Carbon Footprint

- Follett is the first major collegiate retailer to conduct a comprehensive carbon footprint through our partner Greenplaces. The footprint includes our headquarters, Follett on Demand and all campus clients during FY 2023 - the results will be available publicly in September 2024
    - Scope 1, 2, and 3 emissions categories are being analyzed
- This action will give campuses unique insight into otherwise unavailable supplier-provided data

Follett Materiality Assessment

- Follett is conducting the first collegiate retailer materiality assessment to better align actions with our stakeholders – the results will be published in Follett's upcoming ESG Report schooled to be published in September 2024

Energy

Paying close attention to the energy we consume — and how we consume it — is about more than our bottom line. It is about ensuring a sustainable tomorrow. Follett has evaluated every organization within our corporate family to develop standards and best practices to ensure we are acting as responsible stewards of the environment.

We strive to not only find the right suppliers at the right price, but also to reduce total energy consumption across our entire organization.

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Shipping Cartons

Shipping cartons are both a significant expense and sustainability concern for Follett, as we ship 6 million boxes annually. We have addressed our use of shipping cartons in three ways:

1. We re-use cartons as often as possible. A carton from an inbound shipment will be saved at the store and then reused for a future outbound shipment.
2. Our cartons contain a high percentage of post-consumer recycled content.
3. We design our cartons in terms of strength and cube space to minimize the amount of material required.

Going Green with Store Design

Follett incorporates sustainable design practices into our campus stores whenever possible. Indeed, we have the resources and vendor partnerships needed to achieve LEED Certification or design with the environment in mind. A few examples include: High Pressure Laminates, Low Velocity Paints, Environmentally friendly glues and adhesives.

Flooring

Imagine absolutely no waste. This is the concept behind the “cradle to cradle” design introduced by William McDonough and Michael Braungart, and embraced by Patcraft, one of our vendors. The idea is that you can make things bigger, stronger and in abundance without wasting a single component.

Here is how it works: Our vendor uses raw materials to make carpet. That carpet gets purchased and used. After it has served its useful life, that carpet is broken down into raw materials, which are again used to make carpet.

This practice does two things: 1) It drastically reduces the amount of used material that goes into landfills, and 2) since that material is now returned to the manufacturing process, it drastically reduces the amount of raw materials used. Follett works with Patcraft to leverage this thinking as flooring is created for new stores.

Paint

Follett specifies water-based paints as opposed to oil-based paints eliminating the use of solvents. Water-based paints release much fewer VOC’s and therefore are better for the environment. Follett will also specify and utilize low VOC or Zero VOC (Volatile Organic Compounds) paints where applicable.

Lighting

Follett has implemented LED lighting wherever applicable in our college stores. LED lighting represents the very latest in lighting technology, delivering up to 65% in energy savings versus traditional lighting. Plus, because the LED bulb is smaller, it requires less glass and steel to produce. Switching from incandescent bulbs to LED bulbs will significantly decrease the energy used by the campus store. A number of countries are in the process of phasing out incandescent bulbs entirely, including Canada, Russia, Australia and a large portion of the European Union.

LED lighting also meets stringent environmental regulations, such as California’s Title 24, ASHRAE 90.1 and IECC.

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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.

Follett has read and understands the above provision. Follett confirms that we will provide our bookstore services in alignment with the current beverage agreements.

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b. Deliverables

Fully describe all of the deliverables to be submitted under the proposed contract.

Please see the following page for Follett's Business Operating Agreement Sample

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BOOKSTORE OPERATING AGREEMENT BETWEEN
FOLLETT HIGHER EDUCATION GROUP, LLC
AND
_____

This Bookstore Operating Agreement ("Agreement") is made as of _____, 20 between _____ _____ ("School") and Follett Higher Education Group, LLC ("Follett").

Intending to be legally bound, School and Follett agree:

1. ***Store.*** Subject to all the terms and conditions in this Agreement, Follett shall operate a campus store and accompanying website ("Store") for School and agrees to offer certain products for purchase and use by School and to offer those products for sale through a web-based ordering system operated by a Follett Corporation wholly owned subsidiary, Follett On-Demand ("Follett) in accordance with Section 13.1.

2. ***Term.*** This Agreement takes effect _____, 20 (enter day of transition) and continues, unless sooner terminated in accordance with Section 3, until _____, (enter last day of month) 20____. For the purpose of financial calculations and reporting, the "contract year" is defined as _____ to _____ (i.e. April to March). Thereafter, unless either party notifies the other in writing at least 120 days before expiration of the initial term, or then-current renewal term, of its intention not to renew, this Agreement shall automatically renew for successive one-year renewal terms under the terms and conditions set forth in this Agreement.

3. ***Early Termination.***

3.1 Either party may terminate this Agreement with or without cause by giving the other party at least 120 days prior written notice of termination.

3.2 Either party may terminate this Agreement upon 90 days prior written notice for material nonperformance by the other party, documented, in case of nonperformance by Follett, in accordance with Section 7.4.

3.3 School may terminate this Agreement immediately if Follett initiates any bankruptcy proceeding, or if any such proceeding initiated against Follett remains undismissed for 60 days.

4. ***Rights Upon Termination, Expiration or Non-Renewal.***

4.1 Termination, expiration or non-renewal of this Agreement shall not affect any right of either party accrued prior to such termination, expiration or non-renewal.

4.2 On any termination, expiration or non-renewal of this Agreement, or upon the relocation or closing of a Store location, School shall pay Follett the unamortized book value of all Store Remodeling (as defined in Section 5) paid by Follett as follows:

- The Store Remodeling book value shall be calculated on the straight-line method, from the in-service date[s], over the greater of 8 years or until expiration of this Agreement.
- The Payment(s) book value shall be calculated on the straight-line method, from the date the payment is made by Follett, over the greater of 8 years or until expiration of this Agreement.

4.3 On any termination, expiration or non-renewal of this Agreement, the School shall purchase, or require the successor bookstore operator to purchase, without exception the Store inventory then on hand under the same terms as purchased by Follett under Section 9.1. Store inventory includes textbook rentals and any inventory from an ACCESS program.

5. ***Store Improvements.***

SAMPLE

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5.1 Follett shall spend up to a total of **$_____** to improve the Store in accordance with this Section 5 and School will reimburse Follett for actual payments approved by School (even if such payments exceed the amount described in the foregoing section) in accordance with Section [__]. This expenditure may include furniture, trade fixtures, and equipment, including point-of-sale equipment, that is readily removable ("Capital Equipment") and Follett and third-party design and project management services, third-party architectural and engineering services, cabling and infrastructure, floor and wall coverings, decorating, lighting, and fixtures that are not readily removable ("Store Remodeling"). Capital Equipment and Store Remodeling each include all replacements, additions and extensions paid for by Follett, whenever installed. The Capital Equipment and Store Remodeling together comprise the "Store Improvements."

5.2 Follett shall prepare complete plans and specifications for the Store Improvements for review and approval by School, and shall work closely with School to develop mutually acceptable plans ("Plans"). School shall have the final approval over all the Plans; provided, however, that the cost of carrying out the Plans as approved by School may not exceed the amount set forth in Section 5.1 unless the School authorizes additional amounts.

5.3 When School has given final approval to the Plans, Follett shall submit an installation and/or construction schedule to School for approval. School shall review and comment on the Plans and schedule in a reasonable time frame to allow the project completion date to be met.

5.4 The Store Improvements shall meet or exceed the requirements of the Americans with Disabilities Act ("ADA") and all other applicable codes, laws and regulations, and shall be in accordance with Follett's Design Intent documents.

5.5 All Capital Equipment purchased by Follett will remain the property of Follett.

6. General Rights and Responsibilities of Follett.

6.1 Follett shall operate the Store in accordance with the highest standards and commercial practices in the college bookstore industry.

6.2 The Store shall be operated by Follett in a manner to efficiently and effectively service the customer population of the School.

6.3 Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by School (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university bookstores, including but not limited to, all required course materials (print and digital), class and alumni rings and jewelry, clothing (whether or not emblematic), school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by School during the term of this Agreement. This Section 6.3 does not prohibit occasional sales by student groups or student government organizations that do not materially impact Store sales.

6.4 School grants Follett the right, subject to School's published standards, to use the School's seal, logotype, and associated trademarks and service marks on the Store's Internet site, signage and collateral materials, and stationery, soft goods, notebooks, pens, pencils, decals and other goods traditionally sold in college and university bookstores. School will not grant such right to any other online or brick-and-mortar retailer on campus during the term of this Agreement.

(a) If School or its faculty changes its name, seal, or logotype, or changes the colors, type, or composition of any required uniforms, scrubs, or any other clothing or supplies, with less than one-year written notice to Follett prior to notice to the public, or if School prohibits the sale of any items it has previously approved, Follett will deduct from any commissions otherwise

SAMPLE

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payable to School Follett's cost of all clearance expense and/or unsold discontinued/dated emblematic merchandise on hand at the time of such change.

6.5 In order to secure property in the Store, Follett shall cooperate with School in providing Store security, theft prevention, and emergency procedures in case of fire or casualty. In cooperation with School Security, Follett shall create and maintain a Store security plan acceptable to School for textbook buyback, rush and other special events.

6.6 Follett shall not cause School's students, faculty, or staff suspected of theft or disturbance to be arrested by public authorities (except in emergencies) or prosecuted without prior consultation with School.

6.7 In its operation of the Store, Follett shall pay its bona fide financial obligations to School and to third parties in a timely manner.

6.8 Follett shall collect and pay any sales tax or similar tax on its retail sales, and applicable income taxes on its revenues. Follett shall not be responsible for property taxes on the Store facility or any other taxes not currently assessed.

6.9 Follett shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the services described herein.

6.10 Follett shall abide, and require its employees to abide, by applicable School regulations and policies. School shall provide Follett with copies of applicable policies, and timely inform Follett of any changes.

6.11 Follett shall abide by all federal, state and local laws applicable to its operation.

6.12 In performing this Agreement, Follett shall not discriminate based on sex, race, national origin, religion, color, sexual orientation, veteran status, disabled veteran status, age or disability protected under the ADA.

6.13 Follett shall be responsible for any loss or damage to property owned by School that is in Follett's possession or control or is caused by Follett or its employees or agents in the course and scope of their employment.

6.14 Follett will make its corporate representatives reasonably available to School to discuss and resolve any operational issues.

6.15 Follett shall be responsible for daily cleaning of the Store interior, including provision of basic janitorial equipment and supplies, sweeping, dusting, and removal of light trash to School-provided receptacles.

6.16 Follett will offer School faculty and staff a 10% discount on all purchases over $1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software. Follett will offer all School departments a 20% discount on purchases of supplies over $1.00, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.

6.17 Follett will provide **$_____** annually in scholarships for each full contract year during the term of this Agreement as an accounts receivable account. In the event there is a partial contract year, the payment will be prorated according to the contract year. Such scholarship must be applied within the academic year in which it is granted, and cannot roll over into future academic years.

7. General Rights and Responsibilities of School.

7.1 School will provide and maintain an appropriate, safe and habitable location, in accordance with all applicable laws and regulations. School will make available to Follett all existing furniture, fixtures, equipment, shelving, lighting, flooring, plumbing, power and HVAC and telecommunications.

SAMPLE

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School shall also keep the building in which the Store is located in compliance with all fire, building and electrical codes and regulations, including regulations governing fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service. School shall be responsible for any loss or costs resulting from failure of the building to meet applicable building codes and regulations. School is responsible promptly for remedying any hazardous materials issues that arise during the Term. If the School relocates all or any part of the Store operations, School will provide Follett with at least 90 days advance notice of the relocation and will reimburse Follett, within 30 days after Follett's invoice, for Follett's cost of the relocation.

7.2 School will name a representative authorized to advise Follett of School's approvals, consents and instructions under this Agreement.

7.3 School may prohibit sale at the Store of any item it finds offensive or inappropriate.

7.4 If at any time School is dissatisfied with Follett's performance under this Agreement, School shall document the unsatisfactory performance and submit the documentation to Follett for immediate review and corrective action. School may require a review meeting to prepare the corrective action.

7.5 School shall provide the following services and support to the Store at no cost to Follett:

a) Internal and external building maintenance, including, but not limited to: plumbing, electric, light bulbs, HVAC and other mechanical systems, fire protection, roof membrane and structure, floors, walls, ceilings, windows and doors in accordance with School's building standards;
b) Building standard utilities;
c) Pest control services on the regular School schedule;
d) Local telephone/data service including all equipment and lines (telephone toll charges to be charged to Follett at the same rate charged to School's departments);
e) Reasonable access to School's telecommunications and network systems, unused (and School allocated to Follett) IP address as required to install, at Follett's sole expense, DSL and associated connectivity for Follett's point-of-sale systems;
f) Campus Bookstore URLs provided for Follett usage; URLs procured by Follett remain property of Follett except where otherwise required by applicable law.
g) Security of persons and property in the same manner provided for other School premises;
h) Lost and found service as regularly provided by School;
i) Parking for Follett's employees in common with other authorized parkers in a location approved and provided by School (Follett's employees must abide by all applicable parking regulations); and
j) Participation in any debit or credit card, voucher program, or other payment or financial aid service now or hereafter made available by School to its students or to local merchants.

7.6 Within 180 days of the execution of this Agreement, School will implement the (1) ConnectOnce integration between School and Follett systems which is essential to facilitate the course import and enrollment integration, and (2) the Follett Access, Willo and Follett Discover programs. The School will provide a prominent hyperlink from the School's Learning Management System (LMS) to the Follett Discover tool.

7.7 School will require its faculty and staff to provide Follett with timely and accurate textbook adoption information.

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7.8 Follett and School agree to integrate the School's financial aid transactions with the Store's operating systems for both in-store and/or online transactions as soon as practicable, but in no event not later than two (2) weeks prior to the start of the initial term/semester under this Agreement. As part of that integration, within the first academic term of the execution of this integration, School will provide Follett the following information: student name, unique identification number for each student (student ID commonly used), a credit limit provided by the School for each student, date range for approved charges, any product restrictions required and student email address.

Follett will extend credit to School for financial aid and departmental charge accounts in accordance with the terms set forth in Follett's standard Credit Account Agreement. School will furnish to Follett all required information and will pay all accounts within 30 days of invoice. School shall be required to send all A/R payments directly to the bank via ACH, or Wire Transfer.

For any amount or receivable that is more than fifteen (15) days past due, Follett may:

(i) set off the amounts payable from School's commission payments, and/or
(ii) charge interest for each day past due at the lesser of: a) the rate of 1.5% per month, or b) the maximum rate allowed by law.

7.9 The parties shall meet on a regular schedule to determine the Schools deliverable obligations and milestones related to the integrations described in Sections 7.6, 7.8 and 7.9.

7.10 All payments for accounts payables due to Follett, reconciliation of accounts receivables due pursuant to Section 12.7, student charges and ACCESS charges shall be made pursuant to an ACH (a Lock Box shall only be used if Follett approves in writing).

7.11 To help the School maximize their brand exposure and increase revenue, School will provide to the Store at no cost, the following:

a) A minimum of two hyperlinks located on the home page of the School's .edu website to the Store's eFollett website, and on the appropriate subpage(s) of the School's .edu website, a Store information page that includes information on Store hours, location, and other information as appropriate. The subpage shall also include a hyperlink to the Store's eFollett website.
b) The inclusion of key search terms within the School's .edu site that presents eFollett hyperlinks when key words are typed into the .edu site search field. Key terms include bookstore, books, book store, campus store, textbooks, course materials, books, clothing, gifts, t-shirts, supplies, shop, store and fan gear.
c) Approval to send Financial Aid notifications by email and SMS to students, notifying them of their financial aid balances, timelines for using funds, and other messaging to help promote the use of available funds in the Store and the Store's eFollett website.
d) The opportunity, as determined by Follett, to include material promoting the Store into all future and current student mailings (physical and digital), new student orientation packets, and new/welcome alumni membership mailings (physical and digital).
e) Advertising in faculty, athletic, and student e-newsletters with a hyperlink to the Store's eFollett website.
f) Advertising space in any School-produced print publication (weekly, quarterly or yearly).
g) In compliance with industry standard practices, School shall provide the following:
    1. all enrolled student email addresses one month before the start of the fall term each year;
    2. all accepted student email addresses within one month of acceptance notice distribution each spring; and
    3. all alumni emails one month before the start of the fall term each year (where the School operates the Alumni Association).
h) The opportunity to present Store information and promotional information at student and parent orientations.
i) The opportunity to regularly present at faculty/staff orientation to review current Follett programs and services.

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j) The opportunity to present campus Store events and promotions on any existing or future closed circuit campus message broadcast applications.
k) The opportunity to set up a temporary retail location for athletic, alumni, and other events that are held on the School campus.
l) Provide key staff members of the Store a School .edu email address.
m) In-store product and service placements to drive brand awareness for vendors that serve the campus operation.
n) Configure and install Follett Discover Shop in the SIS ("Student Information System") and Follett Discover View within the course catalog or .edu website to facilitate purchase access to course materials.
o) Configure and install Follett Discover Adopt and Access where there are commercial grade SIS and LMS environments, and have the application links prominently displayed within these properties to make them readily accessible for the faculty adoption process, and student access to digital course materials.
p) Promote the faculty adoption process and deadlines on all related campuses via campus-based email system up to two (2) messages per adoption season whereby Follett will supply content such as graphics, copy, links, and subject lines for the School to send to faculty and administrators. If School does not choose to communicate the faculty adoption deadlines and procedures via their campus email system, all faculty email addresses will be given to Follett so they can communicate the adoption process on behalf of the School.

7.12 School shall be responsible for any damage or loss caused by the negligent or intentional acts or omissions of School, its employees, agents or contractors.

8. Bookstore Personnel.

8.1 Follett will furnish sufficient adequately trained personnel to provide efficient and courteous service to customers, including sufficient substitute personnel in case of employee absence. In addition, Follett will provide ongoing training in customer service and will formally recognize and reward employees who provide superior customer service.

8.2 Follett may conduct a pre-employment background check, as well as screening required by the School and/or state in which the Store is located. In the event adverse information is received as a result of the screening, Follett will manage the information received and the offer of employment in accordance with the Follett Background Check Policy. Follett reserves the right to rescind the offer of employment made prior to the screening.

9. Bookstore Stock and Sales.

9.1 Follett shall purchase from School all salable and rentable merchandise in the Store, including new textbooks, used textbooks, trade, reference and technical books, Rental Program inventory and/or Inclusive Access Program (or its equivalent) inventory, whether in stock or rented, and general merchandise. Follett will conduct a financial inventory of saleable merchandise. School may observe the inventory if desired. Within 120 days following the later of the completion of the inventory and/or completion of integrations, Follett shall pay School for the merchandise as follows:

a) New Textbooks
   1. Follett will purchase new textbooks adopted for the next academic term, in quantities not exceeding course requirements provided they such purchases do not exceed quantities sold in the previous term (which School shall provide upon request), at standard industry discounts or cost. New textbooks purchased that are not utilized or remain unsold in the next academic term and are not returnable to the publisher will be charged back to School
   2. Follett will purchase new textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at the current wholesale price.

b) Used Textbooks

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1. Follett will purchase used textbooks adopted for the next academic term, in quantities not exceeding course requirements up to quantities sold the previous term, at 50% of the current retail selling price. Used textbooks purchased that are not utilized or remain unsold in the next academic term and are not returnable to the wholesaler will be charged back to School
2. Follett will purchase used textbooks not adopted for the next academic term, or adopted but in excess of course requirements, at current wholesale price.

c) Trade, Reference and Technical Books ("Trade Books")
1. Follett will purchase Trade Books that have been purchased during the past academic year and are returnable to the publisher at standard industry discounts or cost.
2. Follett will purchase Trade Books not meeting these requirements at a price agreeable to School and Follett.

d) General Merchandise
1. Follett will purchase general merchandise traditionally sold in college bookstores, purchased in the past academic year, in saleable condition, and not in excessive quantities, at standard industry discounts or cost.
2. Follett will purchase general merchandise not meeting these requirements at a price agreeable to School and Follett.

9.2 Follett shall also purchase from School any verified, usable credits with publishers or vendors in accordance with Follett's procedures.

9.3 In operating the Store, Follett will charge industry standard, competitive and fair prices, which, at present, are as follows:

a) On new textbooks and trade books, not more than the publishers' list price, or a 25% gross margin (cost divided by .75) on net price books and list price books sold to Follett at less than a 25% discount off list, and rounded up to the next quarter.
b) On coursepacks, text "packages," and "bundles," and non-returnable and return-restricted texts, not more than a 30% gross margin (cost divided by .70), and rounded up to the next quarter.
c) On ebooks and other digital content, when Follett determines the end-user price, Follett will follow the same pricing rules applicable to coursepacks, and when the publisher determines the end-user price and Follett acts as agent, Follett will use the publisher price.
d) On used books, including cloth, paperback and others, not more than 75% of the new textbook selling prices rounded up to the next quarter.
e) On rental books, Follett will be setting rental fees for each title, and any given title's fee may vary as a percentage of the retail selling price.
f) On course-required or any related supply items, "sets", and "kits", not more than the normal gross profit margin for similar merchandise in the college bookstore industry
g) On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.

9.4 Follett will offer its Price Match Program ("PMP") to School. The PMP includes textbooks (new, used and rental) that are currently in-stock at the Store as well as at competing retailers, but excludes digital books. The following terms and conditions apply:

a) The student brings their original receipt and/or the advertisement for the better price to the Store within seven days of their original purchase.
b) The book must be in stock at the Store and with the retailer advertising the lower price. Retailers include: a local bookstore, Amazon (excluding its Marketplace) or Barnes & Noble. This program excludes peer-to-peer marketplaces and online aggregator sites.
c) The lower priced item must match the exact book and edition purchased or rented, including accompanying CDs, online access codes, student manuals, etc.

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d) Once verified, the Store associate calculates the difference and issues a Store gift card to the student.
e) The PMP and its terms and conditions are subject to change over the term of this Agreement at Follett's discretion.

9.5 Follett will expeditiously process text requests placed after the adoption deadline.

9.7 Follett will accept returns in accordance with the following policies:

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

9.8 In operating the Store, Follett shall accept as a minimum, MasterCard, Visa, Discover and American Express charge cards. Follett will pay all merchant charges associated with acceptance of these credit cards.

10. Commission.

11. Bookstore Rentals.

11.1 Follett will provide a proprietary course material rental program ("Rental Program") via individual rental agreements with students ("Student Rental Agreements"). Rental pricing will be determined by Follett. Two types of textbooks will be eligible for adoption in the rental program:

The "National Title List" Textbook. Follett will offer a National Textbook Rental Title List of the textbooks available for rental, which will be updated periodically by Follett (the "National Title List").

The "Local Program" Textbook. School may select books not on the National Title List to be part of the Rental Program provided School agrees to continue to adopt the specific book(s) for at least four (4) consecutive semesters. In the event School fails to consistently comply with meeting the four (4) consecutive similar-sized semesters commitment in the aggregate, Follett at its sole discretion may eliminate the Local Program.

11.2 Upon any termination, expiration or non-renewal of this Agreement, Student Rental Agreements will be novated to School or successor store operator at cost. If the successor store operator refuses or does not affirmatively agree to accept such novation, then the School shall accept novation of such Student Rental Agreements and pay Follett for such rental inventory. Where post termination of agreement rented textbooks have not been returned, where no charge has been made to the credit or debit card held as security therein, or where some other loss occurs under a Student Rental Agreement, School will look solely to the student or the successor store operator for such transferred rentals.

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14. Insurance.

14.1 During the term of this Agreement, Follett shall keep in force, at its own expense, at least the following insurance, all in accordance with this Section:

a) Commercial General Liability having a combined single limit of not less than $1,000,000 per occurrence covering premises and operations, contractual liability and products/completed operations;
b) Business Automobile Liability having a combined single limit of not less than $1,000,000 per occurrence covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles;
c) Worker's Compensation insurance having limits not less than those required by applicable statute;
d) Employer's Liability in the amount of at least $1,000,000; and
e) Excess or Umbrella Liability in the amount of at least $2,000,000.

14.2 School, its affiliates, officers, directors, trustees, volunteers, and employees shall be named as additional insureds by blanket endorsement under the Commercial General Liability policy upon the School's written request.

14.3 Follett shall furnish industry standard Certificate[s] of Liability Insurance to School showing the coverage required by this Section within 30 days after execution of this Agreement or before Follett takes possession of the Store, whichever is earlier. The Certificate[s] shall provide that, should any of the above policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions.

14.4 School will notify Follett of any flood plain zoning changes affecting the Store within 30 days of receiving notice of such change from any source.

14.5 If School causes any work to be performed by a third party on the building housing the Store, then School will provide Follett an industry standard Certificate of Liability Insurance from the third party's insurance company(ies) for Commercial General Liability and Business Automobile Liability, with combined single limits of at least $1,000,000 per occurrence on each. Follett shall be an additional insured under the third party's Commercial General Liability policy.

15. Indemnification.

15.1 Follett shall defend, indemnify and hold harmless School, its Board of Trustees, affiliates, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), to the extent arising out of any: (i) damage, destruction or loss of any property (including but not limited to School's property); or (ii) injury to or death of any person (including but not limited to any employee of School); which results from or arises out of negligent or willful acts or omissions of Follett, its officers, agents and employees, in the performance of this Agreement.

15.2 To the extent permitted by applicable law, School shall defend, indemnify and hold harmless Follett, its affiliates, directors, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees) to the extent arising out of any: (i) damage, destruction or loss of any property (including but not limited to Follett's property); or (ii) injury to or death of any person (including but not limited to any employee of Follett); which results from or arises out of negligent or willful acts or omissions of School, its officers, agents or employees, in the performance of this Agreement.

16. Independent Contractor Status. The relationship of the parties is that of independent contractors, and no tenancy, partnership, joint venture, agency, fiduciary or other relationship is created. Neither party may order any goods nor services, incur any indebtedness, or enter into any obligation or commitment on the other party's behalf.

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17. ***Non-assignability.*** Neither party may assign or sublet this Agreement in whole or in part without the prior written consent of the other party, except that either party may assign this Agreement in its entirety to an affiliate that controls, is controlled by or is under common control with such party. This Agreement is made for the exclusive benefit of the parties, and no benefit to any third party is intended.

18. ***Notice.*** Notices required or permitted by this Agreement shall be deemed given when received if sent by recognized overnight courier or first class mail, postage prepaid, to the following address, or such other address as the party may specify by notice:

To School (please complete):

_____
_____
_____
_____
_____

To Follett:
Ryan Petersen
President
Follett Higher Education Group
3 Westbrook Corporate Center, Suite 200
Westchester, Illinois 60154

With a copy to:
Follett Corporation
3 Westbrook Corporate Center, Suite 200
Westchester, Illinois 60154
Attn: General Counsel

19. ***Severability.*** If any provision of this Agreement is finally adjudicated illegal, invalid, in excess of the authority of either party hereto, or otherwise unenforceable, then such provision shall be severed, and the remainder of this Agreement shall remain in force as if such adjudicated provision were never included in this Agreement.

20. ***Integrated Agreement.*** This Agreement: (a) is the sole expression of the understanding of the parties with respect to operation of the Store, (b) supersedes all prior statements and agreements with respect thereto, and (c) may not be modified, amended or waived except in writing signed by an authorized representative of the party against whom such modification, amendment or waiver is sought to be enforced.

21. ***Confidential Information.*** As part of the Follett Discover program, Follett will have access to confidential information held by School, including specific "non-public" information, the safeguarding of which is governed in part by the provisions of the Family Education Rights and Privacy Act (FERPA) and other federal and state laws. This information includes biographic and financial information obtained from a student or parent in the process of providing educational services. Biographical and financial information includes, but is not limited to: name, shipping and email addresses, phone numbers and student IDs, and if applicable, financial aid information. School represents that it has the right to provide Follett with access to such information for the purposes hereof.

Follett agrees to maintain the confidentiality of such information as mandated by applicable state and federal laws using the measures Follett uses to protect its own information of like character, but in each case with at least a reasonable standard of care, and to only access such information for the explicit business purposes of the Follett Discover program, including providing the services contemplated thereunder. Follett will return or destroy all confidential information it receives from School upon completion of the Follett Discover program.

Follett further acknowledges that any uncured material breach of the confidentiality obligations set forth above will be considered a material breach of the Follett Discover program, at which time School may terminate the Follett Discover program by providing at least 30 days prior written notice of termination to Follett. (For purposes of clarity, any such breach or termination shall not affect or permit School to terminate the Bookstore Operating Agreement [BOA] or any other contract between the parties or their respective affiliates.)

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

FOLLETT HIGHER EDUCATION GROUP, LLC	**SCHOOL**
By: _____	By: _____
Name: Ryan Petersen	Name: _____
Title: President	Title: _____
Date: _____	Date: _____

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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.

Please refer to page 162 for a detailed transition timeline.

The only costs to UMW associated with transition are related to time commitments on integration, community outreach and facilitating store access.

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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.

Follett is committed to improving service, sales, and outcomes for both the University of Mary Washington and its community by implementing impactful initiatives and tracking their success through measurable outcomes. Our approach ensures alignment with university goals, enhances customer experiences, and strengthens community engagement.

Follett collaborates with universities to develop KPIs that drive sales and improve operational excellence. Using Microsoft Power BI, we build customized reports and dashboards to monitor performance against targets, to track progress and compare results to similar stores in Follett's portfolio allowing both UMW and Follett to identify growth opportunities and continuously refine strategies.

Enhanced Retail Operations and Financial Performance:

- **Sales Tracking:** Metrics like sales by department, units sold, and gross margin percentages provide insight into financial health. These figures can be benchmarked against budgets and similar stores to identify trends and opportunities.
- **Operational Efficiency:** KPIs such as average selling prices, and online versus in-store sales comparisons enable data-driven decision-making for resource allocation and customer service improvements.

Optimizing Textbook Operations:

- **Faculty Engagement:** Tracking adoption rates and faculty metrics ensures better alignment with course material needs.
- **Affordability Metrics:** Peer group comparisons for course material affordability highlight UMW's leadership in accessible education.
- **Market Share Insights:** Regular benchmarking informs strategies to increase textbook adoption and sales.

Marketing and eCommerce Success:

- **Digital Performance:** Follett measures website traffic, conversion rates, and average order values, offering insights to enhance online engagement. Email marketing statistics, such as open and unsubscribe rates, help fine-tune outreach campaigns targeting students, alumni, and fans.
- **Sales Growth from Messaging:** Monitor customer response and sales growth associated with targeted communication strategies, enhancing engagement across key demographics.

Merchandise and Apparel Sales Optimization:

- **Inventory Management:** Monitoring inventory levels, turnover rates, and markdown percentages ensures optimal stock levels and sales performance.
- **New Product Tracking:** Monthly recaps of new items and vendor introductions foster innovation and variety, appealing to evolving customer preferences.

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Community Engagement and Store Events:

- **Event Metrics:** Monthly recaps of in-store and online event performance provide insights into customer engagement and community impact. Events can range from faculty book signings to alumni promotions and pop-up sales at campus events.

Continuous Improvement and Reporting:

All outcomes are tracked, measured, and reported regularly to UMW. These insights enable Follett and the university to refine strategies, ensuring sustainable growth, improved customer service, and deeper community connections. By aligning our goals with those of UMW Follett delivers a retail program that drives measurable results and enhances the university's service to its customers and community.

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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).

The most significant risks to achieving success in partnership with the University of Mary Washington stem from misaligned goals, lack of communication, and insufficient focus on the customer—particularly students. These challenges can lead to critical issues such as course material disintermediation, declining sales, inadequate system integrations, and limited marketing opportunities. To mitigate these risks, Follett fosters transparent communication and aligning on mutually beneficial initiatives centered on the customer experience. Establishing clear, collaborative Key Performance Indicators (KPIs) with UMW will ensure progress is measurable and aligned with university objectives. Regular meetings and updates will keep the partnership adaptable and focused on shared goals.

Course material disintermediation remains a key risk, as students may bypass traditional channels, leading to sales declines and diminished access. Follett will address this by introducing innovative solutions like affordability programs and inclusive access models while engaging students and faculty through education and outreach. In addition, limited integration with campus systems can create inefficiencies in purchasing, inventory, and user experience. Follett will work closely with UMW's IT team to implement seamless integrations, ensuring smooth operations and a unified customer journey, with regular performance monitoring to address any issues.

Effective engagement with key audiences is vital, and Follett recognizes the risk of limited marketing channels and opportunities. To counter this, we will partner with the University of Mary Washington to expand marketing through digital campaigns, campus events, and student-focused promotions. Data analytics will measure the effectiveness of these efforts, enabling strategy refinements based on audience engagement. Staff turnover and operational disruptions also pose risks to service quality and customer satisfaction. Follett will mitigate this with a dedicated account team, cross-trained staff for continuity, and proactive recruitment and training plans.

To ensure transparency and collaboration, Follett will monitor risks and track progress using Microsoft Power BI dashboards, customized for UMW's priorities. These reports will provide insights into sales trends, operational efficiency, marketing effectiveness, and customer engagement. Regular updates to UMW leadership will enable proactive risk management and shared accountability for achieving outcomes. By prioritizing communication, aligning goals, and placing the customer—particularly students—at the center of all initiatives, Follett will deliver innovative solutions, sustainable growth, and a partnership that strengthens UMW's service to its community.

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6. Attachment F: Small Business Subcontracting Plan.

Please see the following page for attachment F: Small Business Subcontracting Plan.

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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: Follett Higher Education Group, LLC

Preparer Name: Kevin Renshaw **Date:** 2/11/2025

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.

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Not Applicable

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.: N/A Expiration Date: N/A

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 ($)
*					
Total Planned Subcontracting Spend ($)					

* Follett does not use subcontractors for managing bookstore operations.
Follett operates over 1,000 college and university bookstores across the United States and Canada. The primary service we provide is the selling and distribution of course materials, which comprises about 75% to 80% of all sales on the majority of college and university campuses. As no major publishers are minority-owned and course material selections are made by faculty, Follett is limited in its use of minority vendors for course material procurement. However, Follett does purchase several millions of dollars on non-course materials from approximately 100 small, women and minority-owned vendors.

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7. Exceptions

Please see the following page for Follett's Exceptions.

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Exceptions

Purchase Order Terms and Conditions

4. Goods delivered or services rendered must be strictly in accordance with the order placed and cannot deviate in any way from the terms, conditions or specifications of this order without the prior approval of the University. Equipment, materials, or supplies delivered on this order are subject to inspection and test upon receipt. If rejected, goods remain the property of the supplier.

This is not applicable, as we are not providing traditional services under a PO.

5. The University will own all rights, title and interest in any and all intellectual property rights created in the performance from this purchase and the supplier will execute any assignments or other documents needed for the University to perfect such rights, provided that, for research collaboration pursuant to subcontracts under sponsored research agreements administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

We do not provide any works for hire. We shall provision course materials to students, faculty, etc,, which are third party owned copyrighted works. We are not transferring any IP rights whatsoever to anything under this contract.

7. The supplier must provide a current Material Safety Data Sheet (MSDS) on each delivered product containing any substance defined or described by United States Federal Hazard Communication Standard 1910.1200. MSDS should be sent to: University of Mary Washington, Attn. Office of Environmental Health and Safety, Hamlet House, 1301 College Avenue, Fredericksburg, VA 22401 or email to: safety@umw.edu

Not Applicable - we are not providing any such substances and do not provide MSDS

8. Sensitive, non-public "University Data" is strictly regulated by state or federal law. Such data includes but is not limited to; business, administrative and financial data, intellectual property, and patient, student and personnel data. If the supplier providing goods or services to the University will receive, create, process, or come into non-incidental contact with University Data, the supplier agrees to abide by the terms and conditions of the Hosted Technology Services Addendum (HTSA). The HTSA may be updated from time to time and it is the supplier's obligation to review the HTSA in effect at the time of its provision of goods or services to the University.

"University Data" does not include Supplier's Transaction Data. As used herein, Supplier's Transaction Data means and refers to any and all information independently provided to and/or collected by Supplier, whether through transactions conducted at and/or through Supplier's point of sale (whether online or in a brick-and-mortar store) through users' interactions with website(s) and/or mobile applications operated by Supplier, and/or otherwise, and whether personally identifiable information or otherwise, which, as between the parties hereto, constitutes and shall at all times remain Supplier's proprietary data.

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9. The University's standard payment terms are NET 30, unless otherwise negotiated by the University or University's banking services provider. The University will compute payment from the date of delivery of goods at destination after final inspection and acceptance, from the date of completion of services or the date the correct invoice is received, whichever is later, or as may be agreed between the University and the supplier. To receive payment, a valid University of Mary Washington Purchase Order number must be shown on all invoices and shipments associated with a Purchase Order. Payment may not be made until an authorized agent of the supplier has registered with the University of Mary Washington.

Payment due 30 days from receipt of invoice; charges may be reconciled after initial payment as set forth in our proposal; due to nature of bookstore operations, invoices may be subject to adjustment due to adds/drops, but payment is expected regardless of error in invoice. Further, if no Pos required, there will be no PO number on invoice but possibly a contract number.

13. Except as provided below, once an order is issued, all related solicitation documents submitted to the University, including, but not limited to, quotations, proposals, bids, statements of work, and/or specifications, will be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or confidential information submitted by the supplier as part of its solicitation documents will not be subject to public disclosure if exempted by the Virginia Freedom of Information Act; however, the supplier must invoke the protections of this section prior to or upon submission of its solicitation documents, and must identify the specific data or other materials to be protected and state the reasons why protection is necessary. The supplier may not request that its solicitation documents in their entirety be treated as trade secret or confidential information, nor may a firm request that its pricing be treated as a trade secret or confidential information.

Any course adoption materials created by Supplier in the future from raw adoption information provided by University constitutes Supplier Valuable Trade Secrets and should not be disclosed under FOIA

15) "If requested, *and subject to an executed non-disclosure agreement by and between Contractor and Mary Washington,* **the Contractor** ~~must~~ *shall* **provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.**

This is subject to an executed NDA between Follett and the University of Mary Washington.

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)** *2.1 AA Standards*. **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/ "**

Follett's current VPAT conforms to WCAG 2.1 AA standards, but will comply with WCAG 2.2 AA standards after conclusion of our new VPAT, which will be conducted in the upcoming months.

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If requested, *and subject to an executed non-disclosure agreement by and between Contractor and the University of Mary Washington*, **the Contractor must shall 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 Section 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.**

XI. SPECIAL TERMS AND CONDITIONS:

2. ACCESSIBILITY

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~~ *fourteen* (*14*) **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

Given the nature of our business and offerings, we do not offer any "favored nations" pricing. Further, any changes to the specific contract provisions including the services provided, terms and conditions or pricing must be mutually agreed to in writing; Follett does not allow unilateral changes to what it has contracted to provide.

5. ANTITRUST

Follett does not agree to this provision and assignment of rights.

6. AWARD – RFP

Follett's recommendation and preference is to have one comprehensive contract that does not incorporate the underlying RFP and response documents; utilizing a "layered" approach that incorporates the RFP, responses, BAFO, etc, leads to conflicts and confusion, differences of interpretation and understanding. Further, Follett's response should be viewed as a total package, and unless we specifically agreed, can not be awarded in part only.

8. BULK DELIVERIES:

Not applicable

9. CANCELLATION OF CONTRACT:

Follett requires the contract to be mutually cancellable/terminable for convenience but requests 120 days prior notice to allow for wind-down of store operations.

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12. CONTINUITY OF SERVICES:

Contractor maintains insurance policies but does not obtain bonds on individual personnel. Contractor runs background checks on individuals at time of employment.

14. CONTRACTOR EMPLOYEE REQUIREMENTS – BACKGROUND SCREENS: *In accordance with the Contractor's background check policy and procedures,* ~~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.**

c. UMW reserves the right to audit a Contractor's background check process at any time, *upon receipt of written notice to the Contractor.*

15. CONTROLLING VERSION

Follett's recommendation and preference is to have one comprehensive contract that does not incorporate the underlying RFP and response documents; utilizing a "layered" approach that incorporates the RFP, responses, BAFO, etc, leads to conflicts and confusion, differences of interpretation and understanding. Further, Follett's response should be viewed as a total package, and unless we specifically agreed, can not be awarded in part only.

18. DEFAULT:

The contractor does not offer this remedy as a contractual right.

28. EQUIPMENT ENVIRONMENT:

Not applicable – Follet is not delivering equipment to the University.

34. FRATERNIZATION:

While the Contractor shall work with University to address problematic behaviors by its employees, Contractor does not agree that termination of contract may be an appropriate remedy in all instances.

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36. INDEMNIFICATION:

Contractor requests negotiation of an appropriate indemnity obligation more appropriately aligned with the services provided and would also look for mutuality to the extent possible. Follett proposes the following:

Contractor shall defend, indemnify and hold harmless University, its Board of Trustees, affiliates, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees), to the extent arising out of any: (i) damage, destruction or loss of any property (including but not limited to University's property); or (ii) injury to or death of any person (including but not limited to any employee of University); which results from or arises out of negligent or willful acts or omissions of Contractor, its officers, agents and employees, in the performance of this Agreement.

To the extent permitted by applicable law, University shall defend, indemnify and hold harmless Contractor, its affiliates, directors, officers and employees from any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorney fees) to the extent arising out of any: (i) damage, destruction or loss of any property (including but not limited to Contractor's property); or (ii) injury to or death of any person (including but not limited to any employee of Contractor); which results from or arises out of negligent or willful acts or omissions of University, its officers, agents or employees, in the performance of this Agreement.

38. INSPECTION:

Not Applicable

39. INSPECTION OF JOB SITE:

Not Applicable

40. INSTALLATION:

Not applicable

44. NON-EXCLUSIVE CONTRACT:

Contractor's bid requires Contractor to be exclusive provider of bookstore/ecomm services being offered as specified in the Proposal. Specifically:

Contractor shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by University (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent, market and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university bookstores, including but not limited to, all required course materials (print and digital), class and alumni rings and jewelry, clothing (whether or not emblematic), school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Contractor shall also right of first refusal to fulfill any distance learning instructional and ancillary materials required by University during the term of this Agreement. This does not prohibit occasional sales by student groups or student government organizations that do not materially impact Store sales.

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47. OPTIONAL REDUCED CARBON EMISSION DELIVERY PLAN (RFP):

Follett partners with UPS, a leading global logistics firm and leader in environmentally conscious shipping. Through Follett's UPS partnership, we achieve 67-68% lower emissions than customers of our shipping volume. Through our partnership with UPS, Follett can provide detailed shipping reports and associated emissions. This data is 3rd party verified and patented. Through Follett's partnership with Greenplaces, Follett can also offer carbon offsets or other carbon reduction products as needed.

48. OWNERSHIP OF MATERIALS:

Contractor does not assert any ownership rights in materials furnished to Contractor by University; however, Contractor does not assign any ownership rights in materials produced/developed by Contractor; this is not a "works for hire" contract. Contractors management and operations of Store incorporate Contractor trade secrets.

52. PROHIBITION OF HAZARDOUS MATERIALS:

For Clarification, Contractor may utilize standard commercial cleaning and business products in operation of Store

54. RENEWAL OF CONTRACT:

COLA price increase limits are not applicable.

64. WORK SITE DAMAGES AND PROTECTION OF PERSONS AND PROPERTY:

For Clarification, the Contractor shall take commercially reasonable measures to protect persons and property; University property provided for Contractor's use is subject to reasonable wear and tear with no repair required.

Standard Contract

Follett's recommendation and preference is to have one comprehensive contract that does not incorporate the underlying RFP and response documents; utilizing a "layered" approach that incorporates the RFP, responses, BAFO, etc, leads to conflicts and confusion, differences of interpretation and understanding. Further, Follett's response should be viewed as a total package, and unless we specifically agreed, can not be awarded in part only.

EXCEPTION - If a "stacked" contract approach is required, Contractors' responses/terms and conditions must take precedence over the RFP and other terms.

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Hosted Technology Services Addendum

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, *and subject to an executed non-disclosure agreement by and between Contractor and the University of Mary Washington*, **the Contractor ~~must~~** *shall* **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 fulfilling its duties under this Agreement or as otherwise required by law.*

7. Security Breach:

a. Response. Immediately ~~(within one day)~~ upon becoming aware of a Security Breach, ~~or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data,~~ Contractor will notify the University, fully investigate the incident, and *reasonably* **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, *if a Security Breach was directly caused by Contractor*, **Contractor will pay for or reimburse the University ~~in full for all~~** *for all reasonable* **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** *in the event the Security Breach was directly caused by Contractor.*

8. Requests for Data, Response to Legal Orders or Demands for Data:

a. Except as otherwise expressly prohibited by law, Contractor will:

i. ~~Immediately~~ *without undue delay* **notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data;**

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ii. consult with the University regarding its response;

iii. *reasonably* **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, *reasonably* **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 *and upon request by the University,* **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.

10. Audits:

a. The University reserves the right in its sole discretion to perform audits *once annually* **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.**

11. Compliance:

a. Contractor will comply with all applicable *data privacy* **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.**

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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).

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8. Other Information

Follett's Work Plan emphasizes regular, structured communication with both local leaders and Follett's leadership team, including One Team Center members, to ensure alignment and transparency throughout the partnership. Following the initial store transition plan, we will implement a well-established schedule for planning and executing remodels or renovations to enhance the campus store experience. Additionally, the creation of a Campus Store Advisory Group will provide a platform for sharing innovative ideas, addressing challenges, and reporting on the progress of ongoing initiatives. This collaborative approach ensures continuous improvement and strengthens the connection between the campus community and the store.

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Follett's General Terms and Conditions

Term of Contract

This agreement, when executed by the parties, will be effective as of a mutually agreed upon date.

Thereafter, unless either party notifies the other in writing at least one hundred twenty (120) days before the expiration of the initial term, or then-current renewal term, of its intention not to renew, the Agreement shall automatically self-renew for one (1)-year periods under the same terms and conditions.

Either party may terminate the Agreement, with or without cause, by giving the other party at least one hundred twenty (120) days prior written notice of termination. On any termination, expiration or nonrenewal of the Agreement, University of Mary Washington shall pay Follett the unamortized book value of all store improvements put in place by Follett and any lump sum or payments made by Follett to University of Mary Washington, under the Agreement. The amortization will be a straight-line amortization, over the greater of the agreement term or eight (8) years, with amortization beginning on either the in-service date (for store improvements) or the date funds are deposited (for payments).

On any termination, expiration or non-renewal of the Agreement, University of Mary Washington shall repurchase or require a new contractor to repurchase the store inventory, including rental inventory, under the same terms as purchased by Follett.

Campus Store Inventory Purchase

We will buy the campus store inventory that your institution now owns, including new books and used books as well as general merchandise in saleable condition. Payment will be made 120 days after the completion of the inventory. We will also purchase, upon verification, any usable outstanding credits that you have with publishers or vendors in accordance with Follett's procedures.

The following guidelines will be used in purchasing your campus store inventory:

New Books

Follett will purchase new books adopted for the next academic term in quantities not exceeding course requirements at last invoice cost. New books purchased that are not utilized in the next academic term and are not returnable to the publisher shall be charged back to University of Mary Washington.

Used Books

Follett will purchase used books adopted for the next academic term in quantities not exceeding course requirements at 50% of the current used retail selling price. Used books purchased that are not utilized in the next academic term and are not returnable to the wholesaler will be charged back to University of Mary Washington.

Follett will purchase used textbooks not adopted for the next academic term or adopted but in excess of course requirements at current wholesale price.

General Merchandise

Follett will purchase general merchandise traditionally sold in college stores, purchased in the past academic year, in saleable condition and not in excessive quantities, at standard industry discounts or cost.

Follett will purchase general merchandise not meeting these requirements at a price agreeable to University of Mary Washington and Follett.

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Licensing and Permits

Follett will obtain and maintain at its sole expense and in its name, all necessary permits, licenses and bonding required for the operation of the University of Mary Washington campus store. Follett will ensure that all required permits conform to the appropriate municipal, county, state and federal laws. Follett shall collect and pay any sales tax, income tax and all other local, state and federal taxes on Follett's operation (except property taxes on the store).

Exclusive Rights

Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by University of Mary Washington (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent and distribute (including the right to select vendors) merchandise and services traditionally offered in college and university stores, including but not limited to: required course materials (print and digital), class and alumni rings and jewelry, clothing (whether or not emblematic), school supplies, desk and dorm accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software and paper and electronic custom anthologies, and textbook buybacks. Follett shall also have right of first refusal to fulfill any distance learning instructional and ancillary materials required by University of Mary Washington during the term of the Agreement. This does not prohibit occasional sales by student groups or student government organizations that do not materially impact store sales.

Follett will also have the right to use the University of Mary Washington seal and logo, based on the college/university's guidelines, on items such as stationery, soft goods, notebooks, pens, pencils, decals and other manufactured goods traditionally sold in college and university stores.

Special Student Sales

Follett will support student groups and student government organizations interested in holding special sales, as long as their sales do not materially impact store sales.

Business Hours

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

Campus Store Name

For continuity, the name of the store will remain the same.

Employee Background Checks

Follett may conduct a pre-employment background check, as well as screening required by the school and/or state in which the Store is located. In the event adverse information is received as a result of the screening, Follett will manage the information received and the offer of employment in accordance with the Follett Background Check Policy. Follett reserves the right to rescind the offer of employment made prior to the screening.

Objectionable Items

Follett will not sell objectionable merchandise. Should University of Mary Washington question the sale of items that it considers objectionable, Follett will discontinue the display and sale of those items.

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Refund Policy

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

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

Marketing and Email Campaigns

To help your school maximize your brand exposure and increase revenue, University of Mary Washington will provide at no cost, the following:

- A minimum of two hyperlinks located on the home page of schools .edu website to the store's website, and on the appropriate subpage(s) of the school's .edu website, a store information page that includes information on store hours, location, and other information as appropriate. The subpage shall also include a hyperlink to the store's website.
- The inclusion of key search terms within the school's .edu site that presents online hyperlinks when key words are typed in to the .edu site search field. Key terms include bookstore, campus store, textbooks, course materials, books, clothing, fans and athletics.
- Approval to send Financial Aid notifications by email and SMS to students, notifying them of their financial aid balances, timelines for using funds, and other messaging to help promote the use of available funds in the store and the store's website.
- The opportunity, as determined by Follett, to include material promoting the store into all future and current student mailings (physical and digital), new student orientation packets, and new/welcome alumni membership mailings (physical and digital).
- Advertising in faculty, athletic, and student e-newsletters with a hyperlink to the store's website.
- Advertising space in any school-produced print publication (weekly, quarterly or yearly).
- In compliance with industry standard practices, the school shall provide the following: all enrolled student email addresses one month before the start of the fall term each year; all accepted student email addresses within one month of acceptance notice distribution each spring; and all alumni emails one month before the start of the fall term each year (where the school operates the Alumni Association).

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- The opportunity to present store information and promotional information at student and parent orientations.
- The opportunity to regularly present at faculty/staff orientation to review current Follett programs and services.
- The opportunity to present campus store events and promotions on any existing or future closed-circuit campus message broadcast applications.
- The opportunity to set up a temporary retail location for athletic, alumni, and other events that are held on the campus.
- Provide key staff members of the store a school .edu email address.
- In-store product and service placements to drive brand awareness for vendors that serve the campus operation.
- Configure and install Follett Discover Shop in the SIS and Follett Discover View within the course catalog or .edu website to facilitate purchase access to course materials.
- Configure and install Follett Discover Adopt and Access where there are commercial grade SIS and LMS environments and have the application links prominently displayed within these properties to make them readily accessible for the faculty adoption process, and student access to digital course materials.
- Promote the faculty adoption process and deadlines on all related campuses via campus-based email system up to two messages per adoption season whereby Follett will supply content such as graphics, copy, links, and subject lines for the institution to send to faculty and administrators. If the institution does not choose to communicate the faculty adoption deadlines and procedures via their campus email system, all faculty email addresses will be given to Follett so they may communicate the adoption process on behalf of the campus.

Inventory and Property Loss

Follett will be responsible for inventories and other properties damaged or lost while on display within the campus store or in transit to and from the store. Follett will also assume responsibility for the loss of monies, checks and credit card collections as well as inventory theft and robbery.

Public and Product Liability

To cover any personal injury and property damage, Follett will carry at least three million dollars ($3,000,000) of public and product liability insurance for the term of the agreement.

Insurance

Follett will provide insurance coverage for its employees based on the requirements of the state laws where University of Mary Washington is located. This type of insurance will include Commercial General Liability, Business Automobile Liability, Workers' Compensation, Employer's Liability and Excess or Umbrella Liability. In addition, Follett agrees to indemnify University of Mary Washington from all claims and actions arising from damage or injury, including death, to anyone or any property connected with Follett's performance of this agreement, except for negligent actions on the part of University of Mary Washington.

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Follett will maintain insurance, at its expense, throughout the Agreement and any subsequent renewals. The insurance provided by Follett will cover all of Follett's furniture, fixtures, equipment and inventory located in or on the premises against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke and any other hazards outlined by University of Mary Washington. This insurance policy will be sufficient to cover the full replacement cost of the items listed.

Repairs and Fixtures

Follett will be responsible for informing University of Mary Washington about needed facility repairs throughout the course of the agreement. University of Mary Washington will make or authorize repairs to the facility.

Should circumstances arise where Follett is deemed responsible for wear or damage, University of Mary Washington may request that Follett pay for the necessary repairs.

University of Mary Washington will allow Follett to use all the furniture, fixtures and equipment now being utilized in its store operation. Any University of Mary Washington equipment provided to Follett will be inventoried and attached to the University of Mary Washington agreement.

Follett will ensure that any University of Mary Washington -owned equipment used will be maintained throughout the term of the Agreement. At the end of the contract, or when Follett ceases to use such fixtures and equipment, Follett will return all fixtures and furniture to University of Mary Washington with consideration for normal wear and tear.

All leasehold investments made by Follett to University of Mary Washington shall become the property of University of Mary Washington at the termination, expiration, or non-renewal of an agreement. All movable fixtures and equipment installed by Follett in University of Mary Washington shall remain the property of Follett at the termination, expiration, or non-renewal of an agreement. If the agreement or extensions thereto, are terminated by University of Mary Washington for reasons other than cause or bankruptcy by Follett prior to the capital investment being fully depreciated, then University of Mary Washington will reimburse Follett for the undepreciated portion of the leasehold investment, and leasehold improvements shall become the property of University of Mary Washington. If the agreement is terminated for cause by University of Mary Washington or for bankruptcy, then University of Mary Washington shall not reimburse Follett for the undepreciated portion of the leasehold investment, and all moveable equipment and fixtures shall become the property of University of Mary Washington.

Utilities and Maintenance

Follett will be responsible for long-distance telephone charges and will be responsible for the janitorial maintenance throughout the agreement. University of Mary Washington shall provide and pay for all other utilities. Energy conservation measures will be practiced by Follett to minimize utility costs.

Emergency Procedures

Follett will provide a set of door keys to University of Mary Washington, but it is understood that Follett will control the use of all door keys to the campus store. Additionally, Follett may install a security system on the doors and windows of the store facility. In case of an emergency, entry into the store by University of Mary Washington personnel without prior knowledge of Follett's store manager must be reported to the store manager as soon as possible. It is important to Follett that University of Mary Washington supports our security efforts to protect the campus store's premises and inventory.

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Transition Training

A specially designed “Welcome to Follett” orientation session is held as part of the transition, which presents the history of our company, Team Member benefits and opportunities, along with a question-and-answer session. A benefits comparison and a demonstration of ess.follett.com, our online benefits enrollment program, are also provided. These efforts are designed to make our new Team Members feel comfortable with – and ready to take advantage of – all that Follett has to offer.

If agreed upon by the school, in-store, instructor-led manager training webinars are made available to new Follett store managers to prepare them for an upcoming transition. Each and every new store that Follett transitions receives a training plan, outlining accomplishments to be achieved before, during and after the transition to ensure that Team Members understand the tools and resources available to manage a successful Follett store.

Internal Security Measures

Follett shall cooperate with University of Mary Washington in providing store security, loss prevention and emergency procedures in case of fire or casualty. Follett will work with University of Mary Washington and its administration to design appropriate discipline and enforcement regulations. Follett will not involve public emergency services in security matters unless the situation is physically dangerous or considered an extreme emergency. Follett shall not cause University of Mary Washington’s students, faculty or staff suspected of theft or disturbance to be arrested by public authorities, except in emergencies, or prosecuted without prior consultation with University of Mary Washington.

Additional Agreements

In addition to the terms and conditions set forth in the foregoing proposal, the Follett Higher Education Group and University of Mary Washington mutually agree to discuss, negotiate and resolve any other related issues which may require clarification. These additional terms will be included in the Final Agreement.

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APPENDIX A

LIST OF INSTITUTIONS PREVIOUSLY SERVED BY FOLLETT

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Insitutions No Longer with Follett

Follett HIGHER EDUCATION

School	State	Reason for Term	Closed Date
Marian University - WI	WI	Contract not Renewed by School	12/31/2024
North Central State College	OH	Contract not Renewed by School	12/18/2024
Westminster College - UT	UT	Contract not Renewed by School	12/18/2024
Craven Community College	NC	Contract not Renewed by School	12/17/2024
North Carolina Agricultural and Technical State University	NC	Strategic Close - Follett Choice	11/15/2024
Seattle University	WA	Strategic Close - Follett Choice	11/13/2024
Arizona Western College	AZ	Strategic Close - Follett Choice	10/2/2024
Hope International University	CA	Strategic Close - Follett Choice	9/25/2024
Terra State Community College	OH	Contract not Renewed by School	8/9/2024
Wilmington College	OH	Strategic Close - Follett Choice	8/1/2024
Mid-Plains Community College-North Platte and McCook	NE	Rebid - Lost RFP	7/31/2024
Paul D. Camp Community College	VA	Strategic Close - Follett Choice	7/31/2024
Barstow Community College District	CA	Contract not Renewed by School	7/29/2024
Maryville University of Saint Louis	MO	Contract not Renewed by School	7/19/2024
City University of New York Kingsborough Community College	NY	Strategic Close - Follett Choice	7/18/2024
University of South Carolina Aiken	SC	Contract not Renewed by School	7/17/2024
Fulton-Montgomery Community College	NY	Rebid - Lost RFP	7/11/2024
New York City College of Technology/City University of New York	NY	Strategic Close - Follett Choice	7/11/2024
SUNY Broome Community College	NY	Rebid - Lost RFP	7/2/2024
First Coast Technical College	FL	Contract not Renewed by School	6/30/2024
Touro University California	CA	Strategic Close - Follett Choice	6/30/2024
Marin Catholic High School			6/30/2024
Cabrini University	PA	School/Campus Out of Business	6/30/2024
Florida SouthWestern State College	FL	Rebid - Lost RFP	6/30/2024
Mountwest Community and Technical College	WV	Rebid - Lost RFP	6/28/2024
Truman State University	MO	Rebid - Lost RFP	6/28/2024
Beaufort County Community College	NC	Rebid - Lost RFP	6/27/2024
Central Community College	NE	Rebid - Lost RFP	6/25/2024
Wayne Community College	NC	Strategic Close - Follett Choice	6/25/2024
North Idaho College	ID	Rebid - Lost RFP	6/20/2024
Texas A & M University - Texarkana	TX	Contract not Renewed by School	6/13/2024
Richmond Community College	NC	Strategic Close - Follett Choice	6/13/2024
Southwestern University	TX	Contract not Renewed by School	6/13/2024
Ulster County Community College	NY	Contract not Renewed by School	6/11/2024
Macomb Community College	MI	Rebid - Lost RFP	6/5/2024
St. Cloud State University	MN	Rebid - Lost RFP	6/5/2024
Lake-Sumter State College	FL	Rebid - Lost RFP	5/23/2024
Holy Cross College	IN	Contract not Renewed by School	5/23/2024
Rappahannock Community College	VA	Strategic Close - Follett Choice	5/16/2024
Northampton Community College	PA	Contract not Renewed by School	4/24/2024
U of Detroit Jesuit HS	MI	Strategic Close - Follett Choice	3/31/2024
Essex County College	NJ	Contract not Renewed by School	3/31/2024
Padua Academy	DE	Strategic Close - Follett Choice	3/31/2024
New Trier High School (secondary)	IL	Rebid - Lost RFP	3/22/2024
Valparaiso University	IN	Rebid - Lost RFP	3/4/2024
University of South Carolina Lancaster	SC	Rebid - Lost RFP	2/28/2024
Grayson College	TX	Rebid - Lost RFP	2/28/2024
Follett Virtual Center in Memphis	TN	Strategic Close - Follett Choice	1/31/2024
Georgetown College	KY	Contract not Renewed by School	12/19/2023
University of Alaska Fairbanks	AK	Rebid - Lost RFP	11/1/2023

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Insitutions No Longer with Follett

Follett HIGHER EDUCATION

School	State	Reason for Term	Closed Date
North Central Texas College	TX	Rebid - Lost RFP	9/27/2023
Bay State College	MA	Contract not Renewed by School	8/31/2023
Carson-Newman University	TN	Contract not Renewed by School	7/28/2023
Medaille University	NY	School/Campus Out of Business	7/27/2023
Tyler Junior College	TX	Rebid - Lost RFP	7/26/2023
University of Massachusetts Lowell	MA	Rebid - Lost RFP	7/20/2023
Fairfield University	CT	Contract not Renewed by School	7/19/2023
State University of New York Upstate Medical University	NY	Strategic Close - Follett Choice	6/30/2023
Trinity High School	IL	Contract not Renewed by School	6/30/2023
Jefferson College	MO	Rebid - Lost RFP	6/23/2023
John A. Logan College	IL	Rebid - Lost RFP	6/22/2023
Edison State Community College	OH	Contract not Renewed by School	6/22/2023
University of Arkansas Pulaski Tech	AR	Rebid - Lost RFP	6/21/2023
Point University	GA	Contract not Renewed by School	6/16/2023
Husson University	ME	Contract not Renewed by School	6/16/2023
Lewis-Clark State College	ID	Rebid - Lost RFP	6/15/2023
Lakeshore Technical College	WI	Rebid - Lost RFP	5/26/2023
Drake University	IA	Rebid - Lost RFP	5/25/2023
Castleton University	VT	Contract not Renewed by School	5/23/2023
Cazenovia College	NY	School/Campus Out of Business	5/18/2023
Tiffin University	OH	Rebid - Lost RFP	5/15/2023
Eastern New Mexico University-Roswell	NM	Rebid - Lost RFP	3/22/2023
Nazareth Academy High School	PA	Contract not Renewed by School	1/31/2023
Eastern New Mexico University Ruidoso	NM	Contract not Renewed by School	12/17/2022
Tri-County Community College	NC	Rebid - Lost RFP	11/11/2022
Cleveland Community College	NC	Rebid - Lost RFP	10/25/2022
University of Memphis	TN	Rebid - Lost RFP	10/4/2022
Simpson College	IA	Contract not Renewed by School	9/30/2022
Vermont Technical College	VT	Contract not Renewed by School	9/14/2022
Rose and Alex Pilibos Armenian School	CA	Contract not Renewed by School	7/31/2022
Antilles School	VI	Contract not Renewed by School	7/31/2022
Lake Forest College	IL	Contract not Renewed by School	7/15/2022
Palm Beach Atlantic University	FL	Rebid - Lost RFP	7/15/2022
Lee College	TX	Contract not Renewed by School	7/5/2022
Sierra Nevada University	NV	Contract not Renewed by School	6/30/2022
Warner University	FL	Contract not Renewed by School	6/24/2022
University of San Francisco	CA	Contract not Renewed by School	6/23/2022
Francis Marion University	SC	Rebid - Lost RFP	6/23/2022
Elizabeth City State University	NC	Rebid - Lost RFP	6/22/2022
Newton Country Day Sacred Heart	MA	Contract not Renewed by School	6/21/2022
Christian Brothers Academy	NJ	Strategic Close - Follett Choice	6/20/2022
College of Saint Rose	NY	Rebid - Lost RFP	6/15/2022
Willamette University	OR	Contract not Renewed by School	6/15/2022
Knox College	IL	Contract not Renewed by School	6/10/2022
Grand Rapids Community College	MI	Rebid - Lost RFP	6/8/2022
Manhattanville University	NY	Contract not Renewed by School	6/3/2022
Regis College	MA	Contract not Renewed by School	6/1/2022
Northern Vermont University (FKA Johnson State College)	VT	Contract not Renewed by School	5/27/2022
Barry University School of Law			5/27/2022
Quincy University	IL	Contract not Renewed by School	5/20/2022
Saint Mary's College	IN	Contract not Renewed by School	5/19/2022
Geneva College	PA	Strategic Close - Follett Choice	5/13/2022

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Insitutions No Longer with Follett

Follett HIGHER EDUCATION

School	State	Reason for Term	Closed Date
Endicott College	MA	Rebid - Lost RFP	5/5/2022
Pine Manor College	MA	Contract not Renewed by School	3/31/2022
Georgia Highlands College	GA	Rebid - Lost RFP	3/31/2022
Chippewa Valley Technical College	WI	Rebid - Lost RFP	3/31/2022
Eastern Arizona College	AZ	Contract not Renewed by School	3/30/2022
University of Notre Dame	IN	Rebid - Lost RFP	3/10/2022
Hot Market Fulfillment Center Virtual			3/10/2022
Momence FHE Rental Surplus Distribution Center	IL		1/31/2022
Westbrook			1/31/2022
St. Thomas University	FL	Contract not Renewed by School	12/17/2021
East Texas Baptist University	TX	Strategic Close - Follett Choice	11/18/2021
Shelton State Community College	AL	Rebid - Lost RFP	11/15/2021
Moraine Park Technical College	WI	Rebid - Lost RFP	11/5/2021
United States Air Force Academy	CO	Rebid - Lost RFP	11/4/2021
LIM College	NY	Contract not Renewed by School	10/28/2021
Northeastern Technical College	SC	Strategic Close - Follett Choice	10/18/2021
Southern University System	LA		10/18/2021
Valdosta State University	GA	Rebid - Lost RFP	10/13/2021
Grand Canyon University	AZ	Contract not Renewed by School	10/8/2021
Jackson College	MI	Strategic Close - Follett Choice	7/30/2021
Biola University	CA	Contract not Renewed by School	7/23/2021
Hastings College	NE	Contract not Renewed by School	7/20/2021
Saint Leo University	FL	Contract not Renewed by School	7/14/2021
Academy of Notre Dame De Namur	PA	Contract not Renewed by School	7/12/2021
Tulsa Community College	OK	Rebid - Lost RFP	7/8/2021
Pacifica Christian High School	CA	Contract not Renewed by School	7/5/2021
SUNY Polytechnic Institute	NY	Rebid - Lost RFP	6/30/2021
Western Nevada College	NV	Rebid - Lost RFP	6/30/2021
Tarleton State University	TX	Contract not Renewed by School	6/30/2021
Pima Community College	AZ	Strategic Close - Follett Choice	6/30/2021
Marywood University	PA	Rebid - Lost RFP	6/30/2021
Reinhardt University	GA	Contract not Renewed by School	6/30/2021
Rockford University	IL	Strategic Close - Follett Choice	6/30/2021
Adams State University	CO	Rebid - Lost RFP	6/30/2021
Williams Baptist University	AR	Contract not Renewed by School	6/30/2021
Woodlands Academy of the Sacred Heart	IL	Contract not Renewed by School	6/28/2021
Germantown Academy	PA	Contract not Renewed by School	6/28/2021
Arkansas State University-Jonesboro	AR	Rebid - Lost RFP	6/25/2021
Southern Maine Community College	ME	Rebid - Lost RFP	6/25/2021
Johnson University	TN	Strategic Close - Follett Choice	6/25/2021
Northwest-Shoals Community College	AL	Rebid - Lost RFP	6/23/2021
Canterbury School of Florida	FL	Contract not Renewed by School	6/22/2021
Calvert Hall College High School	MD	Contract not Renewed by School	6/21/2021
Polytechnic School	CA	Contract not Renewed by School	6/21/2021
Blair Academy	NJ	Contract not Renewed by School	6/21/2021
The Overlake School	WA	Contract not Renewed by School	6/21/2021
The Athenian School	CA	Contract not Renewed by School	6/21/2021
Ursuline Academy of Dallas	TX	Contract not Renewed by School	6/21/2021
Santa Margarita	CA	Contract not Renewed by School	6/21/2021
Saint Marys High School	CA	Contract not Renewed by School	6/21/2021
Eastern Maine Community College	ME	Rebid - Lost RFP	6/18/2021
Washington County Community College	ME	Rebid - Lost RFP	6/18/2021
Villa Maria College of Buffalo	NY	Contract not Renewed by School	6/18/2021
Northern Maine Community College	ME	Rebid - Lost RFP	6/18/2021

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Insitutions No Longer with Follett

Follett HIGHER EDUCATION

School	State	Reason for Term	Closed Date
Frassati Catholic High School	TX	Contract not Renewed by School	6/18/2021
Becker College	MA	School/Campus Out of Business	6/18/2021
Truckee Meadows Community College	NV	Rebid - Lost RFP	6/16/2021
Goshen College	IN	Strategic Close - Follett Choice	6/15/2021
Wheeler School	RI	Contract not Renewed by School	6/14/2021
Bishop O'Dowd HIgh School	CA	Contract not Renewed by School	6/14/2021
Pulaski Academy	AR	Contract not Renewed by School	6/14/2021
Trinity School of Midland	TX	Contract not Renewed by School	6/14/2021
Kinkaid School	TX	Contract not Renewed by School	6/14/2021
Episcopal Collegiate School	AR	Contract not Renewed by School	6/14/2021
Mount St Mary Academy	AR	Contract not Renewed by School	6/14/2021
Central Maine Community College	ME	Rebid - Lost RFP	6/11/2021
York County Community College	ME	Rebid - Lost RFP	6/11/2021
Worcester Academy	MA	Contract not Renewed by School	6/11/2021
Kennebec Valley Community College	ME	Rebid - Lost RFP	6/11/2021
Halifax Community College	NC	Rebid - Lost RFP	6/11/2021
IMG Academy	FL	Contract not Renewed by School	6/10/2021
Saint Edwards School	FL	Contract not Renewed by School	6/10/2021
Pinecrest Academy	GA	Contract not Renewed by School	6/10/2021
Brownell Talbot School	NE	Contract not Renewed by School	6/7/2021
North Park University	IL	Rebid - Lost RFP	5/28/2021
Saint Xavier University	IL	Strategic Close - Follett Choice	5/28/2021
Buena Vista University	IA	Rebid - Lost RFP	5/28/2021
Penn West Clarion University	PA	Rebid - Lost RFP	5/27/2021
Sarah Lawrence College	NY	Rebid - Lost RFP	5/21/2021
Hill College	TX	Strategic Close - Follett Choice	5/15/2021
Coe College	IA	Contract not Renewed by School	5/14/2021
Brevard College	NC	Strategic Close - Follett Choice	5/14/2021
Eastern Mennonite University	VA	Rebid - Lost RFP	5/12/2021
University of Wisconsin College System	WI		4/30/2021
St Marks School of Texas	TX	Contract not Renewed by School	4/15/2021
Navy Exchange Service Command	VA	Rebid - Lost RFP	3/31/2021
Orange County Christian School	CA	Strategic Close - Follett Choice	3/31/2021
Fontbonne University	MO	Strategic Close - Follett Choice	3/31/2021
New York Institute of Technology	NY	Contract not Renewed by School	3/25/2021
Daemen University	NY	Rebid - Lost RFP	3/24/2021
Messiah University	PA	Contract not Renewed by School	3/12/2021
*** Seton Hall			2/12/2021
South Piedmont Community College	NC	Contract not Renewed by School	2/9/2021
Unity College	ME	Contract not Renewed by School	1/3/2021

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APPENDIX B

SOC 2 Type II Report

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APPENDIX C

ATTESTATION OF COMPLIANCE

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APPENDIX D

SIGNED ADDENDA

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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

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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

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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.

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- 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.

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

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

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

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

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

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

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

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

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

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

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

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

END OF ADDENDUM NO. 1

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

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

NAME OF OFFERING FIRM: Follett Higher Education Group, LLC

NAME OF OFFEROR REPRESENTATIVE: Mark Sproat

OFFEROR SIGNATURE:

DATE: 3/4/2025

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University of Mary Washington
Procurement Services

ADDENDUM
March 6, 2025

ADDENDUM NO. 2 TO ALL OFFERORS:

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

This addendum consists of one (1) page.

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

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

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

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

END OF ADDENDUM NO. 2

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

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

NAME OF OFFERING FIRM: Follett Higher Education Group, LLC

NAME OF OFFEROR REPRESENTATIVE: Mark Sproat

OFFEROR SIGNATURE:

DATE: 3/11/2025

1301 College Avenue
Fredericksburg, VA 22401-5300

procure@umw.edu
adminfinance.umw.edu/procurement

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APPENDIX E

CERTIFICATE OF INSURANCE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Andrew Nelson
EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas, 8th Floor New York, NY 10036	PHONE: 212.293.7697 FAX: 212.488.0220 E-MAIL ADDRESS: andrew.nelson@epicbrokers.com
Phone No.: (212) 488-0200	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Fire Insurance Co.	19682
INSURER B: Hartford Accident & Indemnity Company	22357
INSURER C: Twin City Fire Insurance Company	29459
INSURER D: The Continental Insurance Company	35289
INSURER E:	
INSURER F:	

INSURED

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

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Gen Agg Cap Limit: $25M X Ded: $50,000 / Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO JECT [X] LOC OTHER:			10CSES26407	06/30/2024	06/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $ 10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			10CSES26408	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
D	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $10,000			7039806250	06/30/2024	06/30/2025	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		10 WNS26405 (AOS) 10 WBRS26406 (WI)	06/30/2024 06/30/2024	06/30/2025 06/30/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION

AUTHORIZED REPRESENTATIVE

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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