

Good Afternoon Beth-Ann,

Quinsigamond Community College received 2 proposals in response to our RFP for Management of the College Bookstore. Follett was contracted to manage the Bookstore.

The files are too large to submit in one email, so you will receive multiple emails. The files being submitted to you are as follows:

Bookstore RFP Comparison Analysis

Follett Contract

Cost Proposal-Follett

Cost Proposal-Barnes & Noble

Tech Proposal #1-Follett

Tech Proposal #2-Follett

Tech Proposal #3-Follett

Tech Proposal #1-B&N

Tech Proposal #2-B&N

RFP Committee Scoring Matrix

Criteria	Weighting	Barnes & Noble Score	Follett Score
Qualification and Experience	10%	2	2
Ability to Perform and Transition Plan for Providing Services , including but not limited to: * improving Textbook/Course Material and affordability to students * lead transformation to digital course material * improve customer satisfaction	35%	2	2
References	10%	5.6	7
Total Financial Return (including Commission, Minimum Annual Guarantee, Signing Bonus, Textbook Scholarships, Facility Investment, etc.)	35%	0.8	2
Service Provider's understanding of quality services to be provided and compliance with terms, conditions, and specifications of this RFP	10%	7	7
Total Score		17.4	20

**BOOKSTORE OPERATING AGREEMENT BETWEEN
QUINSIGAMOND COMMUNITY COLLEGE
AND FOLLETT HIGHER EDUCATION GROUP, INC.**

This Bookstore Operating Agreement ("Agreement") is made as of August 12, 2016 between Quinsigamond Community College ("College") and Follett Higher Education Group, Inc. ("Follett").

Intending to be legally bound, College and Follett agree:

1. **Store.** Subject to all the terms and conditions in this Agreement, Follett shall operate a bookstore ("Store") for College at the following location:

Quinsigamond Community College, 670 West Boylston Street, Worcester, MA 01606
2. **Term.** This Agreement takes effect October 17, 2016 and continues, unless sooner terminated in accordance with Section 3, until June 30, 2020. For the purpose of financial calculations and reporting, the "contract year" is defined as July to June. 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 College 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, College shall pay Follett the unamortized book value of all Store Remodeling (as defined in Section 5) and payments (as defined in Section 10.5) 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, College shall purchase, or cause to be purchased, the Store inventory then on hand under the same terms as purchased by Follett under Section 9.1.
5. **Store Improvements.**
 - 5.1 Follett shall spend a total of **\$180,000** to fund the Store improvements, such amount to be divided between expenditures for Capital Equipment (\$80,000) and Store Remodeling (\$100,000), on accordance with this Section 5. Follett's direct expenditures shall include: 1) furniture, trade fixtures, and equipment, and security systems, that are readily removable (collectively "Capital Equipment") and; 2) 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 (collectively, "Store Remodeling"). The Capital Equipment and Store Remodeling together shall comprise the "Store Improvements."

Follett shall provide the College with an itemized accounting of all expenditures made for Store Improvements pursuant to this Section 5.1.

Follett shall invest an additional **\$35,000** for the installation of the JDA/Windows DSS point of sale system and store management system, which will remain the property of Follett.

- 5.2 Follett shall prepare complete plans and specifications for the Store Improvements for review and approval by College, and shall work closely with College to develop mutually acceptable plans ("Plans"). College shall have the final approval over all the Plans; provided, however, that if the cost of carrying out the Plans as approved by College exceeds the amount set forth in Section 5.1, College shall be responsible for the excess.
- 5.3 When College has given final approval to the Plans, Follett shall submit an installation and/or construction schedule to College for approval. College 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 Follett shall operate the Store 12 months per year. The name of the Store shall not change. The Store's normal hours of operation and holiday closing schedule, shall be as approved in writing by College after consultation with Follett; hours of operation during registration periods, the first two weeks of classes, and all special campus events, shall be extended to coincide with demand.
- 6.3 Follett shall have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supported by College (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), College 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 College 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 College grants Follett the right, subject to College's published standards, to use the College'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. College will not grant such right to any other online or brick-and-mortar retailer during the term of this Agreement. If College changes its name, seal, or logotype with less than one year written notice to Follett prior to notice to the public, Follett may deduct from any commissions otherwise payable to College Follett's actual documented cost of all unsold emblematic merchandise on hand at the time of such change.

- 6.5 In order to secure property in the Store, Follett shall cooperate with College in providing Store security, theft prevention, and emergency procedures in case of fire or casualty. In cooperation with College Security, Follett shall create and maintain a Store security plan acceptable to College for textbook buyback, rush and other special events.
- 6.6 Follett shall not cause College'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 College.
- 6.7 In its operation of the Store, Follett shall pay its bona fide financial obligations to College 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 College regulations and policies. College 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 College 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 College 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 College-provided receptacles.
- 6.16 Follett will offer College 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 College 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 **\$10,000** annually in textbook scholarships for each full contract year during the term of this Agreement, in the form of gift cards or as an accounts receivable account. In the event there is a partial contract year, the payment will be prorated according to the contract year.
- 6.18 Follett will maintain efficient and effective textbook adoption, used textbook, and rental textbook programs.
- 6.19 Follett will foster good customer relationships with faculty, staff, students, and visitors to campus.
- 6.20 Follett shall accept cash, personal checks, major credit cards, bank debit cards, any future Campus cards and financial aid and third-party vouchers. Follett will be responsible for all expenses and collections of debts resulting from cash, personal checks, credit cards, and bank/debit transactions.

- 6.21 Follett will not use the Store for any purpose other than as set forth in this Agreement for any client other than the College.
- 6.22 Follett will not allow use of the Store by an outside party without prior written consent.
- 6.23 Follett shall provide an emergency key to be left with College Security.
- 6.24 Follett shall develop and maintain an internet website for the Store at its own expense. The website will be the official online Bookstore for the College.
- 6.25 Follett must seek prior approval from the College's Marketing office for all uses of the College's name and/or logo in all promotional and advertising material. Approval will not be unreasonably withheld.

7. General Rights and Responsibilities of College.

- 7.1 College will provide and maintain an appropriate, safe and habitable location, in accordance with all applicable laws and regulations. College will make available to Follett all existing furniture, fixtures, equipment, shelving, lighting, flooring, plumbing, power and HVAC. College 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. College shall be responsible for any loss resulting from failure of the building to meet applicable building codes and regulations. If the College relocates all or any part of the Store operations, College 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 College will name a representative authorized to advise Follett of College's approvals, consents and instructions under this Agreement.
- 7.3 College may prohibit sale at the Store of any item it finds offensive or inappropriate.
- 7.4 If at any time College is dissatisfied with Follett's performance under this Agreement, College shall document the unsatisfactory performance and submit the documentation to Follett for immediate review and corrective action. College may require a review meeting to prepare the corrective action.
- 7.5 College shall provide the following services and support to the Store at no cost to Follett:
- a) Reasonable 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 College's building standards;
 - b) Building standard utilities;
 - c) Pest control services on the regular College 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 College's departments);
 - e) Reasonable access to College's telecommunications and network systems as required to install, at Follett's sole expense, T1 lines and associated connectivity for Follett's point-of-sale systems;
 - f) Security of persons and property in the same manner provided for other College premises;
 - g) Lost and found service as regularly provided by College;
 - h) Parking for Follett's employees in common with other authorized parkers in a location approved and provided by College (Follett's employees must abide by all applicable parking regulations); and
 - i) Participation in any debit or credit card, voucher program, or other payment or financial aid service now or hereafter made available by College to its students or to local merchants.

- 7.6 Within 180 days of the execution of this Agreement, College will implement the ConnectOnce integration between College and Follett systems to facilitate the course import and enrollment integration.
- 7.7 College will assist Follett in requesting its faculty and staff to provide Follett with timely and accurate textbook adoption information.
- 7.8 Follett will integrate the College's financial aid transactions with the Store's operating systems for both in-store and/or online transactions. As part of that integration, within the first academic term of the execution of this integration, College will provide Follett the following information: student name, unique identification number for each student (student ID commonly used), a credit limit provided by the College for each student, date range for approved charges, any product restrictions required and student email address
- 7.9 Follett will extend credit to College for financial aid and departmental charge accounts in accordance with the terms set forth in Follett's standard credit application. College will furnish to Follett all required information and will pay all accounts within 30 days of invoice, or will pay applicable late charges as provided in the credit application. College will send all A/R payments directly to the bank via ACH, Wire Transfer or Lock Box.
- 7.10 To help the College maximize their brand exposure and increase revenue, College will provide to the Store at no cost, the following:
- a) A hyperlink to the Store's eFollett website on the home page of the College's website and on the appropriate subpage(s) of the College's 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) 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.
 - c) 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).
 - d) Advertising in faculty, athletic, and student e-newsletters with a hyperlink to the Store's eFollett website.
 - e) Advertising space in any College-produced print publication (weekly, quarterly or yearly).
 - f) In keeping with industry standard practices, College shall provide the following:
 - i. all enrolled student email addresses one month before the start of the fall term each year;
 - ii. all accepted student email addresses within one month of acceptance notice distribution each spring; and
 - iii. all alumni emails one month before the start of the fall term each year (where the College operates the Alumni Association).
 - g) The opportunity to present Store information and promotional information at student and parent orientations.
 - h) The opportunity to regularly present at faculty/staff orientation to review current Store programs and services.
 - i) The opportunity to present campus Store events and promotions on any existing or future closed circuit campus message broadcast applications.
 - j) The opportunity to set up a temporary retail location for athletic, alumni, and other events that are held on the College campus.
 - k) Provide key staff members of the Store a College .edu email address.

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 College may participate in interviewing and evaluation of Follett's Store Manager should the need arise to fill the position. Follett's selection of the Store Manager is subject to College's approval.
- 8.3 Follett shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of a campus bookstore in accordance with the highest standards and commercial practices in the College bookstore industry and pursuant to the requirements established by the College. Follett shall use its best efforts to ensure that the management team and the staff of the Store are stable and that their conduct and interaction with the College community, customers, and vendors are professional, courteous, and consistent with the mission and values of the College. All Follett employees will adhere to the behavioral standards of the College while working at the Stores, per the most recent College personnel policies. Follett shall comply with all applicable state and federal employment laws and guidelines, including minimum wage rate regulations.
- 8.4 The College shall have the right to request Follett, by written notice, to relieve any of Follett's personnel from further work under this Agreement if, in the College's opinion, the individual is not performing satisfactorily or personality conflicts with College personnel hinder effective operation of the Stores. Should the College exercise its rights under this paragraph, Follett shall consider proposing replacement personnel subject to the approval of the College. The parties acknowledge and agree that the College's right to approve any replacement or substitute personnel as provided herein, or the College's right to require Follett to relieve personnel from further work under this Agreement does not create a joint employer relationship or rise to the level of supervisory control over Follett's employees by the College.
- 8.5 Follett will comply with the applicable requirements of the Fair Labor Standards Act, Massachusetts General Laws, Chapter 7, sections 52 to 55, known as the "Privatization Law" and all other regulations required by Federal and State Laws. Compliance is required with Equal Opportunity and Affirmative Action Laws.
- 8.6 Follett will provide health insurance to each employee and the employee's spouse and dependent children for employees who work twenty (20) hours or more a week under the contract, and pay not less than the current percentage paid by the Commonwealth for health insurance to its employees.
- 8.7 For each position in which a bidder will employ any person pursuant to the privatization contract and for which the duties are substantially similar to the duties performed by a regular College store employee, the minimum wage rate shall be the lesser of (a) step one of the grade under which the comparable College Store employee is paid, or (b) the average private sector wage, as determined by the Executive Office for Administration and Finance.
- 8.8 Follett will interview and hire interested, current full-time QCC College Bookstore employees at their current pay levels. Follett agrees to honor and recognize their years of service with QCC as years of service with Follett for vacation accrual, service awards, and short-term disability. All employees who have one year of employment with QCC are also eligible to immediately participate in Follett's 401(k) program.
- 8.9 Follett will evaluate each associate's performance; discuss career goals and schedule training and development sessions.
- 8.10 College will have the right to opine and advise on any changes in the employment status of current College Bookstore employees who become Follett associates.

9. Bookstore Stock and Sales.

- 9.1 Follett shall purchase from College all salable and rentable merchandise in the Store, including new textbooks, used textbooks, trade, reference and technical books, Rental Program inventory and/or included Program inventory, whether in stock or rented, and general merchandise. Follett will cause all such merchandise to be inventoried by an independent firm. College may observe

the inventory if desired. Within 120 days after the completion of the inventory, Follett shall pay College 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, at last invoice cost. New textbooks purchased that are not utilized in the next academic term and are not returnable to the publisher will be charged back to College.
 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
 1. Follett will purchase used textbooks adopted for the next academic term, in quantities not exceeding course requirements, at 50% of the current used retail selling price. Used textbooks purchased that are not utilized in the next academic term and are not returnable to the wholesaler will be charged back to College.
 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 College 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 College and Follett.
- 9.2 Follett shall also purchase from College any verified, usable credits with publishers or vendors in accordance with Follett's procedures.
- 9.3 In operating the Store, Follett shall adhere to the following textbook/course material pricing policies:
- a) "List-Priced" new textbooks shall be sold at no higher than list price.
 - b) "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
 - c) "Net-Priced" new textbooks shall be sold at no higher than a twenty-five percent (25%) gross profit margin (i.e., cost, per the publisher's invoice, divided by .75).
 - d) "Net-Priced" bundled packages of course materials (i.e., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - e) Course related-supplies (e.g., auto kits, nursing kits, etc.) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - f) Digital course materials sold by publishers to Follett at net-price shall be sold by the Bookstores at no higher than a twenty-five percent (25%) gross profit margin.
 - g) Digital course materials sold by publishers to Follett via the agency fee pricing model shall be sold by the Bookstores at no higher than the retail price established by the publisher.
 - h) Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
 - i) 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.
 - j) On general merchandise, not more than the normal gross profit margin for similar merchandise in the college bookstore industry.

- k) If applicable, includedED Program fees ("includedED Fees") will be determined by Follett for each semester or summer session and submitted to College.
 - l) There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc.
- 9.4 Follett will expeditiously process text requests placed after the adoption deadline. Text requests for the includedED program placed after the adoption deadline may result in the materials being excluded from the includedED Program.
- 9.5 Follett will purchase used books adopted for the next academic term in quantities sufficient to meet course requirements at market competitive prices. Follett will purchase used books not adopted for the next academic term or in excess of course requirements at the prevailing wholesale prices in College's locality.
- 9.6 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.
- 9.7 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.

10.1 Follett shall pay commission to the College in an annual amount equal to the sum of:

- 15.75% of all Net Revenue* up to \$4,000,000; plus
- 16.25% of any part of Net Revenue over \$4,000,000, but less than \$5,000,000; plus
- 16.75% of any part of Net Revenue over \$5,000,000

Follett will pay 7% of all Net Revenue of digital course materials.

Gross Revenue is defined as all collected sales made by the Store or the Store's worldwide Web page, catalog, or mail order function (if any), including the includedED program fees, text rental fees and replacement costs collected for materials not returned, including Follett's agency fee when Follett sells digital content as agent, and including any commissions received from class rings or graduation regalia which shall be the applicable gross revenue.

*Net Revenue is defined as Gross Revenue less refunds, voids, returns, taxes, allocations of Follett-funded scholarships, discounted sales to authorized College faculty, staff and other departments under this Agreement, and including but not limited to computer system sales (such as hardware, components and software at less than a 20% margin), and consumer electronics (such as MP3 players, digital cameras and e-readers), any rental program processing fees, and less sales made at no margin by Follett at the request of the College, all as reasonably calculated by Follett.

- 10.2 If in the first full contract year during the term of this Agreement, commission payments to College calculated in accordance with Section 10.1 are less than **\$525,000** ("Guaranteed Annual Income"), Follett will pay College an additional amount necessary to bring total payments to College for that year up to the Guaranteed Annual Income. Follett will provide a Guaranteed Annual Income in all future years of this agreement that will be an amount equal to ninety percent (90%) of the calculated commission on net revenue of the immediately preceding year. In any partial contract year commission will be based on the applicable percentage and not on the Guaranteed Annual Income.
- 10.3 Follett will keep complete and accurate records of all Store transactions in accordance with industry accounting practices and will provide a statement of Store gross revenue to College monthly for the preceding period. Follett will preserve records of store operations for three years from the transaction date, and will make them available for review, audit and verification by College at the Store upon request on reasonable advance notice during ordinary business hours other than during Store "rush" periods.
- 10.4 Follett shall pay the commission calculated in accordance with Section 10.1 monthly twenty days after the end of the month. Any other payment required to be made by Follett to College under this Agreement shall be made within thirty days of receipt of invoice.

Follett will process commission payments by sending ACH transfers (Direct Deposit) in lieu of paper checks.

On the day the ACH payment is made, the College's designated recipient will receive an email informing the College thereof. A csv file (that can be opened in Excel) will be attached to the email that 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 the necessary form is completed by the College and submitted to Follett's Accounts Payable department.

- 10.5 Follett shall provide a one-time payment of **\$100,000** within 90 days of the execution of this Agreement. This payment shall be amortized in accordance with Section 4.2.

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. College may select books not on the National Title List to be part of the Rental Program provided College agrees to continue to adopt the specific book(s) for at least 4 consecutive semesters. In the event College fails to consistently comply with meeting the 4 consecutive similar-sized semesters commitment in the aggregate, Follett at its sole discretion may eliminate the Local Program.

- 11.2 College will support the Rental Program as follows: Successor in Interest - On any termination, expiration or non-renewal of this Agreement, Student Rental Agreements will be assigned to College or successor store operator. Where 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, College will look solely to the student.

12. includED Program.

If the includED program is implemented, the following provisions shall apply:

- 12.1. The parties shall agree at the outset of each academic term which students are automatically part of the includED program. College will provide Follett with the student data necessary to administer the includED Program through integration between Follett and College's student information system. College will be responsible for the collection of includED Fees and any applicable fees (i.e., nonreturn or damage) from students. includED Program course material adoptions will continue to be the responsibility of College and faculty. Format option will be provided by Follett based on the College's course material adoptions. The student will not have an option to choose materials or material format. Material formats eligible for the includED Program include: new, used and rental textbooks, digital textbooks and consumable course materials (single use items not eligible for rental, such as workbooks, coursepacks, single-use pass codes, adopted supply items, etc.).
- 12.2. If College is going to claim a resale or other tax exemption, College shall provide Follett with the applicable certificate of tax exemption. In the event that College does not provide such certificate, includED Fees are deemed subject to sales tax or similar tax, and College shall be responsible for such taxes.
- 12.3. The College will record the appropriate includED fee in a timely manner for each student enrolled in a class participating in the includED Program.
- 12.4. Follett shall invoice College for includED Fees based upon the number of students using College provided data. College shall pay Follett the includED Fees within 30 days after receipt of invoice. Follett reserves the right to withhold commission payments until includED Fees are received. If there are any disputed items, the payment will be made less line items in dispute. Disputed charges will be addressed and re-billed within 30 days.
- 12.5. Follett shall invoice College with detailed data including student name and the course materials within 30 days after the mutually agreed upon last day to process drops each term. This date reflects the College's 100% refund date. College is fully responsible for collecting such fees from students. College shall pay Follett within 30 days after invoice date. Follett reserves the right to withhold commission payments until includED Fees are received.
- 12.6. Follett agrees to waive the fee for students who are exempt from paying course fees consistent with College policy/regulations, specifically students terminating classes due to medical (or other) reasons approved by College to be eligible for a full refund of tuition and/or fees as long as the student's materials are checked back in.
- 12.7. Two types of rental textbooks will be eligible for adoption in the includED Program:

The "National Title List" Textbook. Follett will offer a National includED Title List of the textbooks available for the program, which will be updated periodically by Follett (the "National Title List").

The "Local Program" Textbook. College may select books not on the National Title List to be part of the includED Program provided College agrees to continue to adopt the specific book(s) for at least four similar-sized semesters over a two-year period. In the event College fails to consistently comply with meeting the four similar-sized semesters commitment in the aggregate, Follett at its sole discretion may eliminate the Local Program and/or institute a surcharge to the College.
- 12.8. Continuing usage of the same edition of a book after the initial four semesters will not extend the commitment period. If a title changes edition before the four-term commitment has been met and Follett is unable to obtain sufficient copies to meet the course need, Follett will work with the College on a case-by-case basis to determine best option. Other scenarios will be handled on a case-by-case basis.

- 12.9 Any material required for a course which the material is not able to be used by a student in a following term due to the expiration of the material or the removal of parts of the material shall be considered consumable. Consumable course materials shall consist of, but are not limited to, workbooks, study guides, laboratory manuals and electronic access codes. Consumable course materials are included in the includedED Program. Consumable course materials will be identified as such and will either expire at the end of the semester or do not need to be returned.
- 12.10 Physical textbooks for courses that are not offered with reasonable frequency (Special Topics and Limited Offering courses) cannot be offered as a rental title in the includedED Program unless they are on the National Title List. Reasonable frequency is defined as a course being offered no less often than every other semester. The commitment period of such books shall be four years. *Exception:* If a book for such a course were to be used in another course with comparable enrollment that is offered in different semesters and the two courses combined meet the frequency criteria, then the book may be brought in as an includedED program book tied to both courses.
- 12.11 Follett will work with College to set adoption guidelines to be used by faculty which respect the academic integrity and freedom of the faculty but strive to keep the includedED Fees low.
- 12.12 Students are responsible for picking up, taking good care of, and returning their textbooks to the bookstore each term. Textbooks must be checked-in by a specific date each term. Books that are brought back to the store in a damaged state shall not be accepted back. Such damages shall include, but are not limited to: Any water damage, torn and missing covers, missing pages, torn pages, and defacement of pictures, graphs, charts or text. The store management is the final arbiter of the damage to a textbook. Reasonable highlighting and taking of notes in the book margins shall not be considered defacement. Books refused as damaged will result in the application of additional charges. If the textbook has defects such as missing pages, water damage, or torn covers the student must exchange the book within three days of the date received. After that time, the student assumes the liability for the textbook's condition. If the textbooks are lost or stolen, the College is still liable for the replacement cost.
- 12.13 Failure by the student to check-in includedED books by the published due date shall result in the application of additional charges. If the student drops a course they must return the book immediately so the book is available for the student who takes their place in the course. If the student is taking a continuation course that requires the same book, if they are repeating a course, or if they have an incomplete to finish, they must still return the book to the store by the due date of the semester for the original course or the College will be charged for the book. All parts of any textbook packages must be returned with the textbook. This includes CDs, supplemental reading, etc.
- 12.14 Additional charges shall consist solely of the retail used selling price of the textbook that is either lost or damaged or not checked-in. These charges shall not deduct any portion of the includedED Fees that were paid. Prior to the last day to check-in books, the student may pay the replacement costs of their lost or damaged book to Follett who will then note the student's book as "checked-in" in the rental computer system. After the last day to check-in books, payment to the store shall be the responsibility of the College who shall then hold sole responsibility for collecting said fees from the student.

13. Insurance.

- 13.1 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 13:
- a) Commercial General Liability to cover bodily injuries and property damage having a combined single limit of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate covering premises and operations, contractual liability and products/completed operations; said liability policy shall contain the following provisions: "The insurance company

- waives any right of subrogation against the Commonwealth of Massachusetts which may arise by reason of any payment under this policy.”
- b) Business Automobile Liability including property damage covering claims arising out of ownership, maintenance, or use of owned or non-owned automobiles; minimum limits should be: bodily injury liability for \$500,000 for each person; \$1,000,000 for each accident; \$100,000 for property damage liability for each accident.
 - c) Worker's Compensation insurance having limits not less than those required by applicable statute; Follett waives its rights of subrogation against the College for any of its employees Worker's Compensation claims.
 - 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.
- 13.2 College, 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 College's written request.
- 13.3 Follett shall furnish industry standard Certificate[s] of Liability Insurance to College showing the coverage required by this Section 13 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.
- 13.4 College will notify Follett of any flood plain zoning changes affecting the Store within 30 days of receiving notice of such change from any source.
- 13.5 If College causes any work to be performed by a third party on the building housing the Store, then College 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.
- 13.6 The title of the building remains the property of the College. Follett assumes responsibility for loss or damage to all personal property brought on the Store premises, unless caused by the negligent or intentional acts or omissions of College, its employees or contractors.

14. Management Reporting.

- 14.1 Follett shall provide the College:
- a) Monthly sales report by category, including non-commissionable sales within three (3) weeks after the end of each monthly accounting period.
 - b) Monthly sales and commission statements within three (3) weeks after the end of each monthly accounting period.
 - c) Quarterly payroll records within three (3) weeks of the close of the quarter identifying all employees.
 - d) Annual reporting including a detailed Bookstore Financial Statement that shows:
 - Total Sales including commissionable/non-commissionable
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses (itemized by type of expense)
 - Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
 - Commission Paid

- Profit/Loss
- Dollar Amount of "Retail Textbook Buyback"
- Dollar Amount of "Wholesale Textbook Buyback"
- Website Sales

14.2 All financial information provided to the College in connection with the Store shall be maintained in accordance with Generally Accepted Accounting Principles ("GAAP").

15. Indemnification.

15.1 Follett shall indemnify and hold harmless the State, including the College, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with Follett's performance of this Agreement, including but not limited to the negligence, reckless or intentional conduct of Follett, its agents, officers, employees or subcontractors. Follett shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, Follett shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by Follett arising under this paragraph. Any indemnification of Follett shall be subject to appropriation and applicable law.

15.2 To the extent authorized under the laws of the Commonwealth of Massachusetts and subject to all sovereign immunities available to the College, the College shall accept responsibility for any claims, losses or damages attributable to the negligent acts or omissions of the College, its officers, employees, or agents/contractors; as well as those which arise out of the College's performance under 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.

17. **Nonassignability.** 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 College (please complete):

Stephen Macini
Vice President Admin Serv
670 West Baylston St
Worcester MA 01606

To Follett:

Ray A. Griffith
 President and CEO
 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: (i) is the sole expression of the understanding of the parties with respect to operation of the Store, (ii) supersedes all prior statements and agreements with respect thereto, and (iii) 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 College, 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. College 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 College 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 College may terminate the Follett Discover program in accordance with the termination provisions thereof. (For purposes of clarity, any such breach or termination shall not affect or permit College to terminate the Bookstore Operating Agreement (BOA) or any other contract between the parties or their respective affiliates.)

22. **Performance Bond.** Follett shall furnish with the executed Agreement a Performance Bond for the sum of \$100,000 renewable each year of the Agreement Term. The Performance Bond shall be with a surety company qualified to do business in the Commonwealth of Massachusetts. Follett shall pay all premiums for the Performance Bond.

23. **Choice of Law/Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without application of Massachusetts conflicts of laws principles. The parties agree to bring any action arising out of or relating to this Agreement or the relationship between the parties in the state courts of the Commonwealth of Massachusetts, which shall have exclusive jurisdiction thereof. Follett expressly consents to the jurisdiction of the state.

24. **Conflict of Interest.** Follett acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Follett agrees to comply with all applicable requirements of the statute in the performance of this Agreement.


25. **Force Majeure.** In the event the College or Follett is prevented or delayed in the performance of any improvement or repair or fulfilling any other obligation required under this Agreement due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of terrorism, acts of war, acts of God, governmental prohibitions or regulation, inability or difficulty to obtain materials or other causes beyond the performing party's reasonable control, the performing party shall, within five (5) days of the event causing such delay, provide written notice to the other party of the event causing the delay and the anticipated period of delay, and the period of such delay

shall be added to the time for performance thereof. The performing party shall have no liability by reason of such permitted delays. In the event the performing party fails to provide notice to the other party of the force majeure delay within such five (5) day period, the performing party shall not be excused from the timely performance of such obligation regardless of the cause.


26. **Political Activity Prohibited, Anti-Boycott Warranty.** Vendor may not use any Agreement funds and none of the services to be provided by Vendor may be used for any partisan political activity or to further the election or defeat of any candidate for public office. During the term of this Agreement, neither Vendor nor any controlled group, within the meaning of s.993 (a) (3) of the Internal Revenue Code, as amended, shall participate in or cooperate with any international boycott, as defined in s.999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended; nor shall either engage in conduct declared to be unlawful by M.G.L. c.151Es.2.
27. **Compliance With Laws.** Vendor shall comply with all applicable federal, state and local laws, rules and regulations applicable to Vendor's operation of the Stores. Vendor shall also comply with provisions of The Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor 29 CFR Part 3, the Davis-Bacon Act (40 USC 276a et.seq.), Sections 103 and 107 of the contract Work Hours and Safety Standard Act (50 USC 327-330) as supplemented by Department of Labor Regulation 29 CFR Part 5, and the Clean Air Act of 1970 (42 USC 1857, et.seq.) to the extent that they are applicable. In performing this Agreement, Vendor 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. Vendor asserts that it is an Equal Opportunity/Affirmative Action employer.

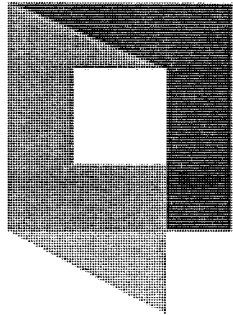
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

**FOLLETT HIGHER EDUCATION
GROUP, INC.**

By: 
Name: Ray A. Griffith
Title: President and CEO
Date: August 15, 2016

QUINSIGAMOND COMMUNITY COLLEGE

By: 
Name: Stephen Marini
Title: COO/CEO + VP Administrative Services
Date: 8/04/16



QUINSIGAMOND

Community College

A Management & Operations
Proposal for
Quinsigamond Community
College
COST PROPOSAL

RFP #QCC16-S1

ORIGINAL



The Management & Operation of the Quinsigamond Community College Bookstore

RFP #QCC16-S1

Submitted to:

Ms. Lisa Schlegel
Assistant Comptroller
QUINSIGAMOND COMMUNITY COLLEGE
Purchasing Department
670 West Bolyston Street
Worcester, MA 01606
lschlegel@qcc.mass.edu

Submitted by:

Mike McEneany
Vice President of Marketing
Eastern Region
FOLLETT HIGHER EDUCATION GROUP, INC.
3 Westbrook Corporate Center, Suite 200
Westchester, IL 60154
630.956.3699
708.884.0751 (fax)
mmceneany@follett.com

Released on May 23rd. 2016



Confidentiality Statement

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

“Follett has been a trusted partner in education for more than 140 years, and the reason for that is simple: We know what it takes to deliver great service to our customers. Throughout our history, we’ve supported millions of students on their academic journeys, eased the administrative burdens of faculty and staff, and delivered campus stores that make the community proud. Looking ahead to the next 140 years, I can confidently say that our customers will remain at the center of everything we do, and Follett will continue to demonstrate service and value to our partners in higher education.”

Ray Griffith
Follett, President and CEO

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Price Proposal Submittal Requirements

Financial Projections

1. Financial Projections. Provide annual financial projections for the operation of the Bookstore.

Projections must include the following:

- Sales by Category/Department
- Total Sales
- Cost of Goods Sold
- Gross Margin
- Personnel Expenses
- Direct Operating Expenses (itemized by type of expense)
- Indirect Expenses (i.e., Management Fee, Company Overhead Charges)
- Commission to the College
- Profit/Loss
- Web Site / E-Commerce Sales

Please refer to the following page for annual financial projections.

Quinsigamond Community College

Four Year Proforma
(reported in thousands)

	Year 1		Year 2		Year 3		Year 4	
	\$ 000s	% of Sales	\$ 000s	% of Sales	\$ 000s	% of Sales	\$ 000s	% of Sales
Sales								
Used Text	606.6	15.0%	620.7	15.4%	626.8	15.2%	631.7	15.2%
New Text	2,569.5	63.5%	2,482.4	61.8%	2,506.7	60.9%	2,526.2	60.7%
Gen. Book / Non Emblem.	1.0	0.0%	1.0	0.0%	1.0	0.0%	1.0	0.0%
Supplies	78.4	1.9%	80.7	2.0%	82.8	2.0%	84.4	2.0%
Apparel	30.6	0.8%	33.0	0.8%	35.3	0.9%	36.8	0.9%
Gift	8.7	0.2%	9.3	0.2%	10.0	0.2%	10.4	0.3%
Miscellaneous	8.2	0.2%	8.9	0.2%	9.5	0.2%	9.9	0.2%
Text Rental	350.0	8.6%	385.0	9.6%	442.8	10.8%	451.6	10.9%
Digital / Other	80.8	2.0%	81.6	2.0%	82.4	2.0%	83.2	2.0%
Computer Products	313.9	7.8%	317.0	7.9%	320.2	7.8%	323.4	7.8%
Total Sales	4,047.7	100.0%	4,019.8	100.0%	4,117.5	100.0%	4,158.7	100.0%
Cost of Sales	2,811.8	69.5%	2,754.5	68.5%	2,799.8	68.0%	2,825.4	67.9%
Gross Margin	1,235.9	30.5%	1,265.3	31.5%	1,317.8	32.0%	1,333.3	32.1%
Operating Expenses								
Labor	345.3	8.5%	320.7	8.0%	305.4	7.4%	310.8	7.5%
Commission	618.3	15.3%	613.2	15.3%	628.0	15.3%	633.8	15.2%
Depreciation	46.1	1.1%	46.1	1.1%	46.1	1.1%	34.4	0.8%
Other Operating Expenses	227.2	5.6%	214.8	5.3%	220.0	5.3%	222.1	5.3%
Total Operating Expenses	1,236.9	30.6%	1,194.9	29.7%	1,199.4	29.1%	1,201.1	28.9%
Operating Profit	(1.0)	0.0%	70.4	1.8%	118.3	2.9%	132.2	3.2%
Income Taxes	(0.4)	0.0%	28.2	0.7%	47.3	1.1%	52.9	1.3%
NOPAT	(0.6)	0.0%	42.3	1.1%	71.0	1.7%	79.3	1.9%

Financial Proposal

1. Financial Return. Please describe the financial return your company will remit for the operation of the Bookstores, including the following:

- The minimum annual guarantee
- The commission schedule expressed as a percentage of Commissionable Sales
- “Gross Sales” shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstore, including revenue received from textbook rentals and digital textbook sales. This includes all orders taken or received at the Bookstores, whether such orders are placed at the Bookstores, via the internet (i.e., “on-line sales”), orders received through the Bookstores websites, or elsewhere. Gross Sales shall include any commissions received by the contractor from products such as class rings, and commissions received by the contractor for authorized sales, including advertising revenue, by other companies or organizations on the Bookstores Websites.
- “Commissionable Sales” shall be defined as Gross Sales less voids, less customer refunds, less handling fees associated with the non-return of rental textbooks, less discounted sales to authorized College Departments, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the contractor to any government agency which was collected from customers, less computer hardware sales, less sales made at no margin by the contractor at the request of the College.

Follett Respectfully submits alternative language for the definition of gross and net revenue which can be found on the following page.

- The contractor shall pay the College the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual guarantee.
- Payments shall be made to the College based on Bookstores Commissionable Sales on a monthly basis via electronic funds transfer (EFT). The College shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual guarantee. Regardless of the payment method selected by the College, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.
- The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
- The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized College representatives.

Financial Commitment

Follett is pleased to provide the following two options for your consideration. Option One includes a full renovation to the current campus store, while Option Two illustrates a modest store renovation.

Commission

Follett offers a competitive four year financial proposal that sets the standard in the campus store management industry. We offer you a commission based on the store's sales.

15.75% of all Net Revenue up to **\$4,000,000**; plus
16.25% of any part of Net Revenue over **\$4,000,000**, but less than **\$5,000,000**; plus
16.75% of any part of Net Revenue over **\$5,000,000**.

7.0% on digital textbooks

Because our revenue estimates have consistently proven accurate, we will pay you a Guaranteed Annual Income of **\$525,000** in the first year.

You will receive whichever is greater in any contract year:

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

If in the first full contract year during the term of this agreement, calculated commission payments to Quinsigamond Community College are less than **\$525,000** ("Guaranteed Annual Income"), Follett will pay your institution an additional amount necessary to bring total payments to your institution for that year up to the Guaranteed Annual Income. Follett will provide a Guaranteed Annual Income in all future years of this agreement that will be an amount equal to ninety percent (90%) of the calculated commission on net revenue of the immediately preceding year.

Terms

Payments will be made monthly twenty days after the end of the month.

Gross and Net Revenue Definitions

Gross Revenue is defined as all sales made by the Store or the Store's worldwide Web page, catalog, or mail order function (if any), including the includED program fees, text rental fees and replacement costs collected for materials not returned and including Follett's agency fee when Follett sells digital content as agent, which shall be the applicable gross revenue.

Net Revenue is defined as Gross Revenue less refunds, returns, taxes, commissions earned from rings and graduation regalia, allocations of Follett-funded scholarships, discounted sales to departmental faculty, staff and others under this Agreement, and sales at less than a 20% gross margin, including but not limited to computer system sales (such as software, hardware and components), and consumer electronics (such as MP3 players, digital cameras and e-readers) and any rental program processing fees, all as reasonably calculated by Follett.

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.

2. Annual Textbook Scholarships. Please provide the Annual Textbook Scholarships that you will submit to the QCC for the operation of the Bookstores. The Annual Textbook Scholarships shall be one annual e textbook scholarship payment made to QCC in each Contract Year (beginning July 1, 2016).

Textbook Scholarship

Follett will provide **\$10,000** annually in textbook scholarships for each full contract year during the term of this Agreement in the form of gift cards or as an accounts receivable account. These scholarships will be administered by your administration.

3. Facility Investment. Please describe your plans and financial commitment to design and fixture the Bookstore facility located in its current location.

Campus Store Renovation

Follett will invest up to **\$180,000** to create a beautiful and efficient retail space that enhances your image, attracts customers and increases sales.

4 Technology Investment. Please include your estimated capital investment for technology/automation in the Bookstore and a timeline for your automation plans

Systems

Follett will invest **\$35,000** for the installation of the JDA/Windows DSS point-of-sale system and store management system.

5 Signing Bonus/Other. Please provide any Signing Bonus or the financial incentives that you will submit to QCC for the operation of the Bookstore.

(Note: In addition, Contractors are required to complete the Financial Bid Form, Section 11-14 and Attachment.)

One-time Payment

Follett will make a **\$100,000** one-time payment within 90 days of execution of this Agreement. This payment will be subject to amortization and repayment in accordance with the contract.

Additional Financial Incentives

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, administration, 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 shared in the RFP document. 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.


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 Ernst & Young LLP. Follett's internal audit staff conducts both scheduled and unscheduled audits of our stores throughout the year.

Authorized Signature

Follett Higher Education Group, Inc.



Donald J. Germano



Attest

SECTION 11
FINANCIAL BID FORM - PRICE PROPOSAL
MANAGEMENT AND OPERATION OF COLLEGE BOOKSTORE

Note: Items listed on this Bid Form are in addition to all other financial requirements/obligations outlined in this RFP.)

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

Year 1 (%)	_____*
Year 2 (%)	_____*
Year 3 (%)	_____*
Year 4 (%)	_____*

* 15.75% of all Net Revenue up to \$4,000,000; plus
 16.25% of any part of Net Revenue over \$4,000,000, but less than \$5,000,000; plus
 16.75% of any part of Net Revenue over \$5,000,000.

2. MINIMUM ANNUAL GUARANTEE:

Year 1 (\$)	_____ \$525,000
Year 2 (\$)	_____ **
Year 3 (\$)	_____ **
Year 4 (\$)	_____ **

**If in the first full contract year during the term of this agreement, calculated commission payments to Quinsigamond Community College are less than \$525,000 ("Guaranteed Annual Income"), Follett will pay your institution an additional amount necessary to bring total payments to your institution for that year up to the Guaranteed Annual Income. Follett will provide a Guaranteed Annual Income in all future years of this agreement that will be an amount equal to ninety percent (90%) of the calculated commission on net revenue of the immediately preceding year.

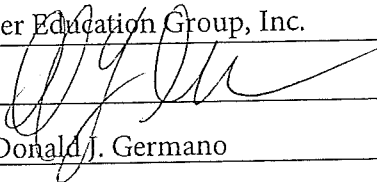
Note: The Contractor shall pay Quinsigamond Community College the greater of the Minimum Annual Guarantee or the Commission as a Percent Of Commissionable Sales.

3. ANNUAL TEXTBOOK SCHOLARSHIPS:

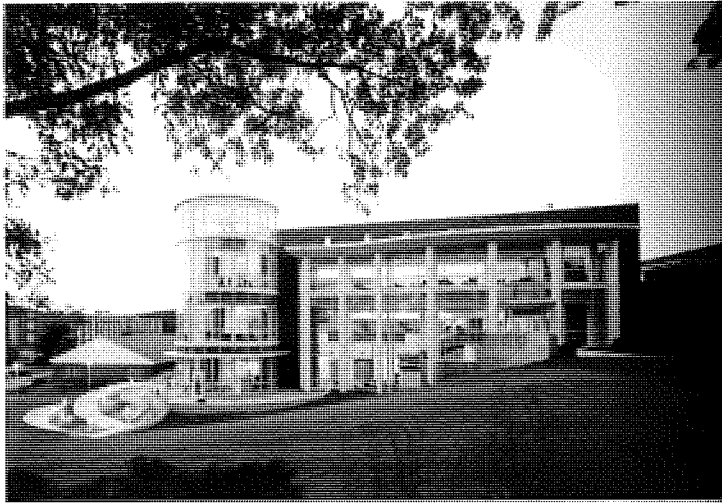
Year 1 (\$)	_____ \$10,000
Year 2 (\$)	_____ \$10,000
Year 3 (\$)	_____ \$10,000
Year 4 (\$)	_____ \$10,000

4. FACILITY INVESTMENT	\$ _____ \$180,000
5. TECHNOLOGY INVESTMENT	\$ _____ \$35,000
6. SIGNING BONUS/OTHER INCENTIVES	\$ _____ \$100,000

I certify that this proposal is made without prior understanding, agreement, or connection with any person, firm or corporation submitting a proposal for the same management and operations contract, and is in all aspects fair and without collusion or fraud. I certify that I am authorized to sign this proposal for the Service Provider.

PROPOSAL SUBMITTED BY: Company: Follett Higher Education Group, Inc.
Authorized Signature: 
Signer's Printed Name: Donald J. Germano
Title: President Date: 5/16/16

Financial Forms (Price Proposal) should be submitted in a separate sealed envelope from the Non-Price Proposal



**TOGETHER WE BRING YOU
WHAT'S NEXT**

50

Years of
GUARDIANS



www.bncollege.com

120 Mountain View Boulevard

Basking Ridge, NJ 07920

908.991.2665

BARNES & NOBLE
COLLEGE

Financial Projections

1. Financial Projections. Provide annual financial projections for the operation of the Bookstore. Projections must include the following:

- Sales by Category/Department
- Total Sales
- Cost of Goods Sold
- Gross Margin
- Personnel Expenses
- Direct Operating Expenses (itemized by type of expense)
- Indirect Expenses (i.e., Management Fee, Company Overhead Charges)
- Commission to the College
- Profit/Loss
- Web Site / E-Commerce Sales

BARNES & NOBLE COLLEGE BOOKSELLERS, LLC
Quinsigamond CC
 Operating Profit & Loss Statement
 FY17 through FY21
 (\$ in 000's)

	FY17	FY18	FY19	FY20	FY21
New Textbooks	\$ 2,915	\$ 2,740	\$ 2,652	\$ 2,573	\$ 2,501
Used Textbooks	300	350	400	425	425
Textbook Rentals	350	450	500	550	600
Digital Textbooks	10	12	14	16	18
Trade Books	10	10	10	10	10
General Merchandise	520	533	571	585	599
Other Revenues	123	123	124	125	125
Sales and Other Revenue	\$ 4,229	\$ 4,218	\$ 4,273	\$ 4,284	\$ 4,279
Cost of Sales	2,895	2,828	2,831	2,809	2,778
Gross Margin	1,334	1,390	1,442	1,475	1,501
Salaries	205	197	198	192	180
Benefits	41	39	40	38	36
Total Payroll	246	236	238	231	216
Contract Payments *	650	616	624	626	625
Depreciation	50	50	50	50	0
Occupancy	700	666	674	676	625
Direct Store Expense	236	226	227	227	227
Direct Field Expense	32	32	32	32	32
Advertising and Promotion	4	4	4	4	4
Interest Expense	21	21	21	21	21
Insurance	11	11	11	11	11
Direct Corp. Support Services	89	89	90	90	90
	393	382	385	386	385
Income From Operations	\$ (5)	\$ 107	\$ 144	\$ 183	\$ 274

* Contract payments includes commission/guarantee payments made or accrued, any other payments made, and property taxes paid to state and local municipalities.

Financial Proposal

1. **Financial Return.** Please describe the financial return your company will remit for the operation of the Bookstores, including the following:

- The minimum annual guarantee
- The commission schedule expressed as a percentage of Commissionable Sales
 - “Gross Sales” shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstore for any product or service offered by the Bookstore, including revenue received from textbook rentals and digital textbook sales. This includes all orders taken or received at the Bookstores, whether such orders are placed at the Bookstores, via the internet (i.e., “on-line sales”), orders received through the Bookstores websites, or elsewhere. Gross Sales shall include any commissions received by the contractor from products such as class rings, and commissions received by the contractor for authorized sales, including advertising revenue, by other companies or organizations on the Bookstores Websites.
 - “Commissionable Sales” shall be defined as Gross Sales less voids, less customer refunds, less handling fees associated with the non-return of rental textbooks, less discounted sales to authorized College Departments, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the contractor to any government agency which was collected from customers, less computer hardware sales, less sales made at no margin by the contractor at the request of the College.
 - The contractor shall pay the College the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual guarantee.
 - Payments shall be made to the College based on Bookstores Commissionable Sales on a monthly basis via electronic funds transfer (EFT). The College shall have the option to select either (i) monthly payments according to the commission schedule, or, (ii) monthly payments based on one-twelfth (1/12th) of the minimum annual guarantee. Regardless of the payment method selected by the College, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.
 - The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
 - The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized College representatives.

AND

2. Annual Textbook Scholarships. Please provide the Annual Textbook Scholarships that you will submit to the QCC for the operation of the Bookstores. The Annual Textbook Scholarships shall be one annual e textbook scholarship payment made to QCC in each Contract Year (beginning July 1, 2016).

AND

3. Facility Investment. Please describe your plans and financial commitment to design and fixture the Bookstore facility located in its current location.

AND

4. Technology Investment. Please include your estimated capital investment for technology/automation in the Bookstore and a timeline for your automation plans

AND

5. Signing Bonus/Other. Please provide any Signing Bonus or other financial incentives that you will submit to QCC for the operation of the Bookstore.

AND

(Note: In addition, Contractors are required to complete the Financial Bid Form, Section 11-14 and Attachment.)

Barnes & Noble College is pleased to make the following financial offer to Quinsigamond Community College, based on the pricing and operating policies noted in this proposal.

GUARANTEE AMOUNT / CALCULATED COMMISSION

On an annualized basis, Barnes & Noble College will pay Quinsigamond Community College the greater of the following:

GUARANTEED AMOUNT

Contract Year 1: **\$630,000**

Barnes & Noble College will provide a Guaranteed Amount in all future years of this agreement that will be an amount equal to 90% of the Calculated Commission of the immediately preceding year.

OR

CALCULATED COMMISSION

14.5% of all gross sales up to \$4,000,000

16.5% of all gross sales over \$4,000,000

CAPITAL INVESTMENT FOR RENOVATIONS & COMPUTER SYSTEMS

A well-designed and freshly renovated college bookstore has an immediate upward effect on sales. To maximize this potential, we will commit up to **\$200,000** to renovate,

fixture, and equip your bookstore. Barnes & Noble College acknowledges that the QCC Bookstore may be relocating to another area on campus during the agreement. Our capital investment reflects our commitment to renovating the current or new bookstore location. We look forward to working closely with the College as more information regarding the new location is available.

Barnes & Noble College will amortize this investment on a straight-line basis over a five-year period. Should Quinsigamond Community College cancel or fail to renew this agreement before the end of that period, then Quinsigamond Community College shall reimburse Barnes & Noble College for any amount of the investment not yet amortized.

SIGNING BONUS

To demonstrate our deep commitment to Quinsigamond Community College, Barnes & Noble College will provide a one-time **\$100,000** signing bonus to be used at the discretion of Quinsigamond Community College.

Barnes & Noble College will amortize the signing bonus on a straight-line basis over a five-year period. Should Quinsigamond Community College cancel or fail to

renew this agreement before the end of that period, then Quinsigamond Community College shall reimburse Barnes & Noble College for any amount of the signing bonus not yet amortized.

DISCOUNTS TO FACULTY & STAFF

We would be pleased to extend a 10% discount to faculty and staff on all purchases for personal use except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks and beverages.

DEPARTMENTAL DISCOUNT

As a benefit, we will be pleased to extend a 20% discount on all authorized departmental purchases except adopted textbooks, special orders, sale books, class and alumni rings, computer software, periodicals, discounted merchandise, computer hardware, stamps, health and beauty aids, food snacks and beverages.

QUINSIGAMOND COMMUNITY COLLEGE CREDITS

After Quinsigamond Community College has attempted to collect credits from all vendors with outstanding credit balances, Barnes & Noble College will purchase unapplied credit memos, provided the vendors agree to transfer them to our account. For those not transferred, we will work with Quinsigamond Community College by having Quinsigamond Community College make the purchase/s on our behalf, and reimburse Quinsigamond Community College for the merchandise.

EVALUATION GUIDANCE

When evaluating our financial offer, please keep in mind the following:

- At the end of the initial contract period all fixtures installed and leasehold improvements made by Barnes & Noble College in your bookstore facility will be fully depreciated and remain the property of Quinsigamond Community College. We do this to ensure continuity of service between contract periods.
- Barnes & Noble College pays full applicable commissions on computer software, computer hardware, and electronics with a gross margin over 20% (which is typically anything non-Apple), and on payments remitted by vendors for regalia sales and rentals, class rings and jewelry.
- Barnes & Noble College does not add any freight fees to our textbook prices.

ADDITIONAL POINTS

- Gross sales is defined as all collected sales at the bookstore, including textbook rentals and sales from your bookstore website, less voids, refunds, sales tax, discounted departmental sales, handling fees associated with non-return of rental textbooks, campus debit card fees, discounted faculty/staff sales, pass-through income, merchandise sales at less than a 20% initial gross margin, and other merchandise mutually designated as non-commissionable. Please Note: Barnes & Noble College pays commission on computer software, non-Apple computer hardware, and the income earned from regalia and graduation items.
- In any contract period that is less than a complete year, the payments shall be based on the calculated commission.
- Our offer is based upon the sales provided by Quinsigamond Community College. Since the Barnes & Noble College financial offer is based on this figure and maintaining the existing business and programs, Barnes & Noble College would expect to renegotiate its financial offer if the reported sales are found to be in error, materially inaccurate or if they are negatively impacted by a change in Quinsigamond Community College's policy.
- Our offer is based upon Barnes & Noble College being designated the exclusive on-campus and off-campus, online/eCommerce and distance education seller of all required, recommended or suggested course materials and supplies including books, course packs, custom publishing, computer software, textbook rentals... and materials published or distributed electronically. Quinsigamond Community College shall not contract with any third party to provide any services outlined above, whether on- or off- campus, through eCommerce sites, hyperlinks to alternate sources or otherwise endorsed or supported by Quinsigamond Community College.
- Quinsigamond Community College acknowledges and agrees any attempt to circumvent this agreement by entering into an agreement, partnership, joint venture, memorandum of understanding, or any other verbal or written arrangement with a third party could materially and detrimentally impact the revenue stream of this agreement and the assumptions and circumstances on which this agreement is based. In such event, the guarantee shall be eliminated and the parties agree to discuss the renegotiation of the financial terms of the agreement.

- We propose a contract term of four years with options to renew if available.
- If awarded a contract to serve, both parties shall have the right to terminate the Agreement at any time by giving one hundred and twenty (120) days written notice.
- Payments will be made monthly and paid within 30 days after the close of the month in which they were earned. Our preferred method of payment is by Automated Clearinghouse (ACH), which is a form of Electronic Funds Transfer (EFT). This is an extremely efficient method. We also can pay by check, if preferred.
- The financial offer in this proposal will remain in effect for 120 days from its submission date.
- All campus debit card, credit card or other financial services made available by Quinsigamond Community College to its students. Payments for charge sales will be guaranteed by Quinsigamond Community College and are payable within 30 days of invoice.
- Any property or municipal taxes on the bookstore.
- The placement of an electronic link to your bookstore's website on your school's home page.

FINANCIAL RECORDS

Barnes & Noble College will retain complete financial records for your store and make them accessible for audit by Quinsigamond Community College or its independent auditors.

FINANCIAL RESPONSIBILITIES OF EACH PARTY

Barnes & Noble College is pleased to assume financial responsibility for the following standard items:

- Employee payroll costs and benefits. Barnes & Noble has the right to set its own wages and benefits.
- All personnel training costs.
- Bill paying and accounting, including sales tax reporting and payment.
- Office equipment maintenance and repair.
- Long distance telephone services, through a vendor selected by Barnes & Noble.
- General custodial services.
- Loss prevention services.

We request Quinsigamond Community College assume financial responsibility for the following standard items:

- Heat, light, utilities and air conditioning as reasonably required for operation.
- Office furniture, file cabinets, campus telephone equipment and wiring, safes and office machines currently available for bookstore use.
- All repairs and maintenance for the building in which the bookstore is located.
- Remedying promptly any health or environmental problem at the bookstore, other than those caused by Barnes & Noble College, and notifying Barnes & Noble College accordingly.
- Trash removal, snow removal and extermination services.

PERFORMANCE BOND

Barnes & Noble College will provide a performance bond if required. However, we believe there are other options that would be more beneficial to Quinsigamond Community College. Before purchasing a performance bond, we would respectfully request a discussion of these options, such as scholarship support and foundation donations.

INSURANCE

Following is our standard insurance coverage:

- Workers' Compensation and Employer's Liability Insurance and such other insurance as may be required under applicable state statutes.
- Comprehensive General Liability Insurance subject to \$3,000,000 limits.
- Property Damage Liability Insurance in the amount of \$1,000,000.
- Motor Vehicle Liability Insurance with limits of \$100,000 per person, \$300,000 per occurrence and \$50,000 property damage.

We are pleased to share our store design philosophy and process. Our unmatched retail expertise consistently yields dynamic bookstores that celebrate our partners' academic missions and reflect their unique cultures and ideals.

INTRODUCTION

We believe there are myriad opportunities to raise the bar on the level of customer service rendered to your students, staff and faculty through an outstanding store design with the upcoming relocation of your bookstore.

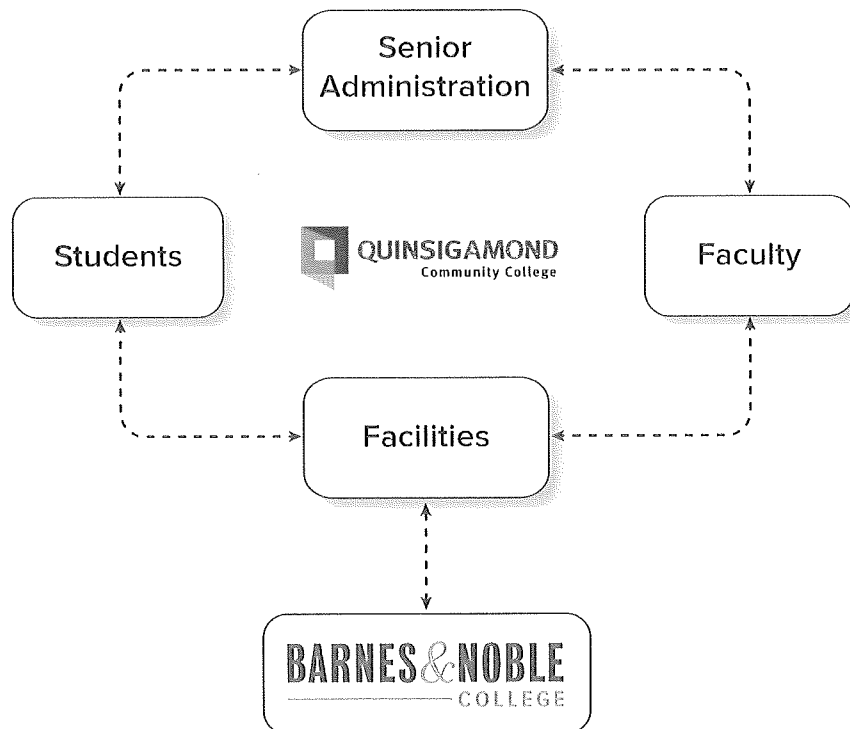
The mission of Barnes & Noble College is to provide broad access to printed and digital educational materials to those who aspire, through their education, to better themselves, their families and their communities. We attribute our success to securing and nurturing decades-long business partnerships in higher education to this principle. Our long-term business relationships are grounded in mutual respect, trust and admiration held with our partners at the 748 colleges and universities whose ethos we share.

We understand the diversity of the traditional and non-traditional Quinsigamond Community College student body, and the rigorous and fast-paced environment in which these students study, work, play and balance their family obligations. We will set all our benchmarks as a company to meet or exceed their expectations.

OUR COLLABORATIVE APPROACH

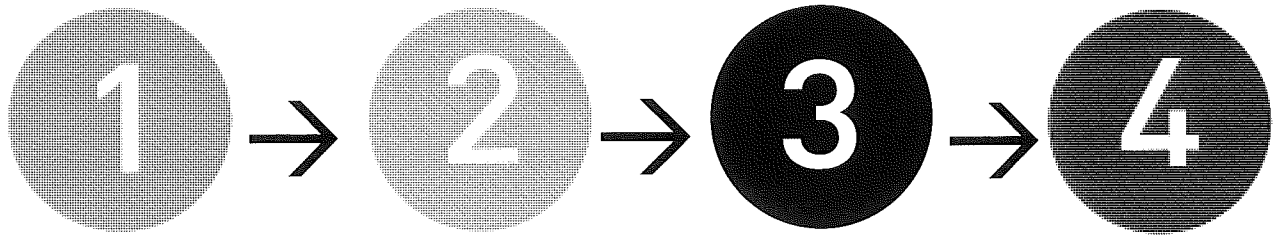
We will work closely with designated Quinsigamond Community College partners to support your academic mission, advance your brand, optimize real estate opportunities, make prudent investment of pledged capital, drive revenue stream and recognize stewardship of the built environment, all while reinventing the modern campus bookstore and raising the level of customer service.

Barnes & Noble College acknowledges that the QCC Bookstore may be relocating to another area on campus during the agreement. We look forward to working closely with the College as more information regarding the new location is available. The following pages showcase the elements of our collaborative approach, including our cafe and convenience offerings — a hallmark of success at our community college campus partners.



OUR PROCESS

The collaborative process includes initial vision and planning, design, construction and merchandising leading to the open remodels of the existing stores.

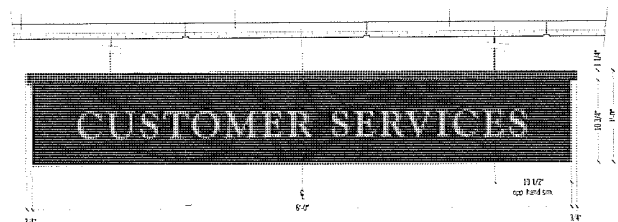
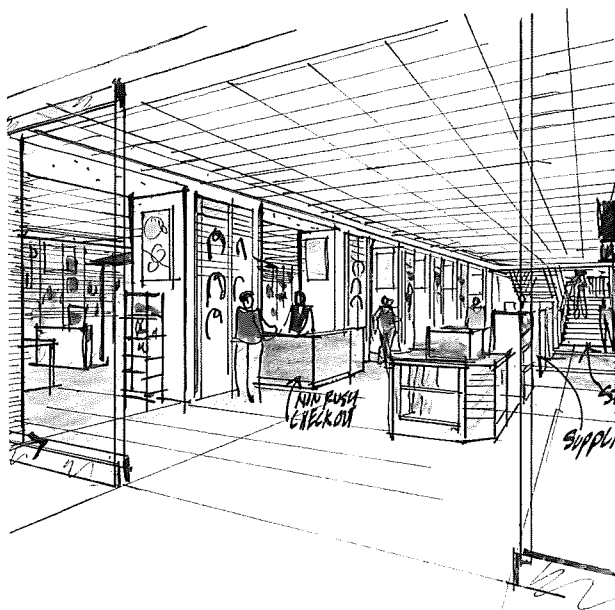


Create a Vision

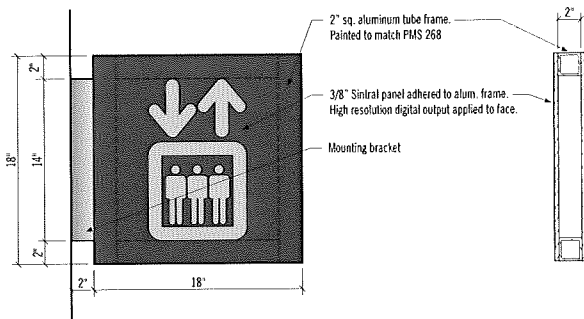
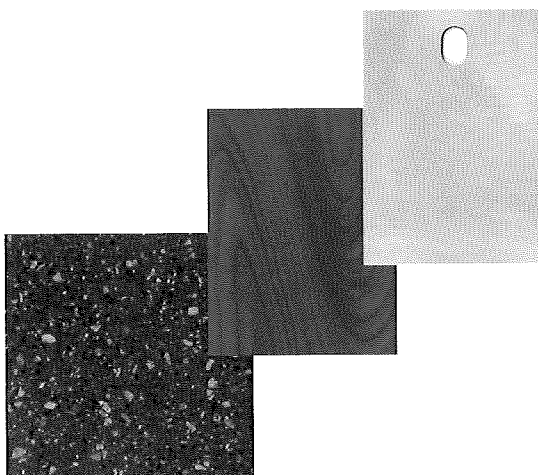
Store Design

Construction

Merchandise & Open



1 Elevation Detail
Scale: 1 1/2" = 1'-0"



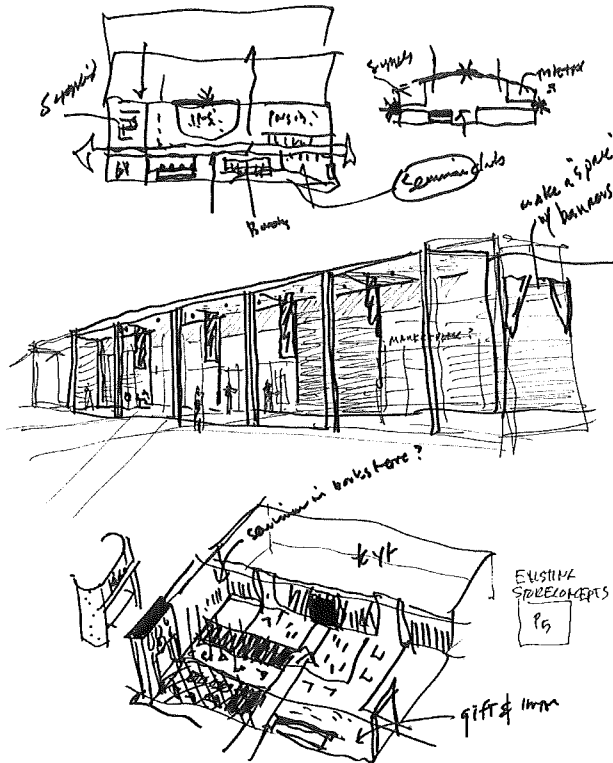
3 Elevation Detail
Scale: 1 1/2" = 1'-0"

2 Section Detail
Scale: 1 1/2" = 1'-0"

1

Create a Vision

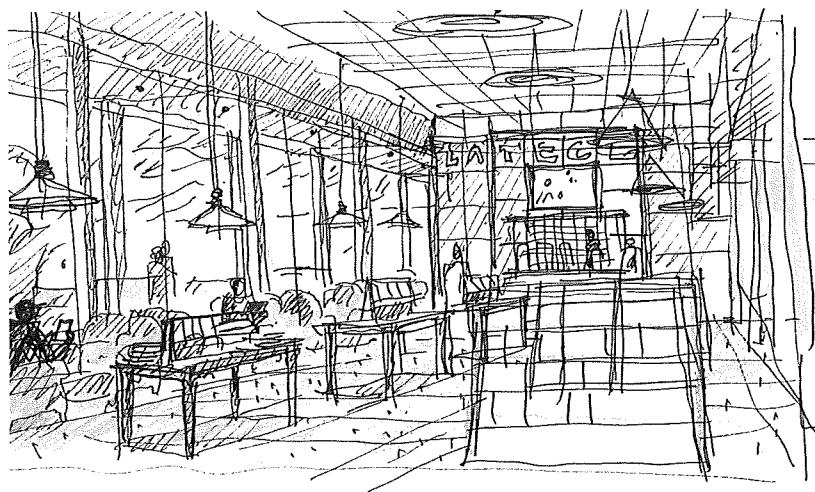
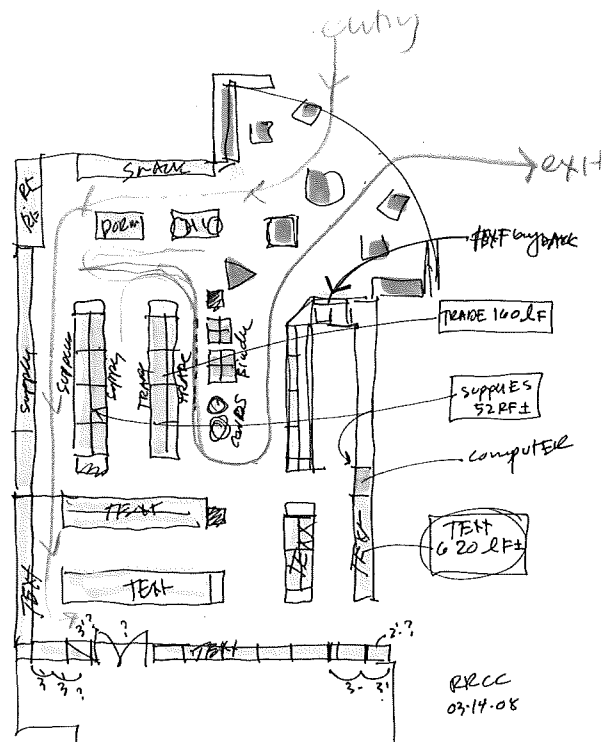
- Establish project scope, budget, and timeline expectations
- Set project goals
- Develop a bookstore program that promotes your core values, as expressed in your Mission Statement



2

Store Design

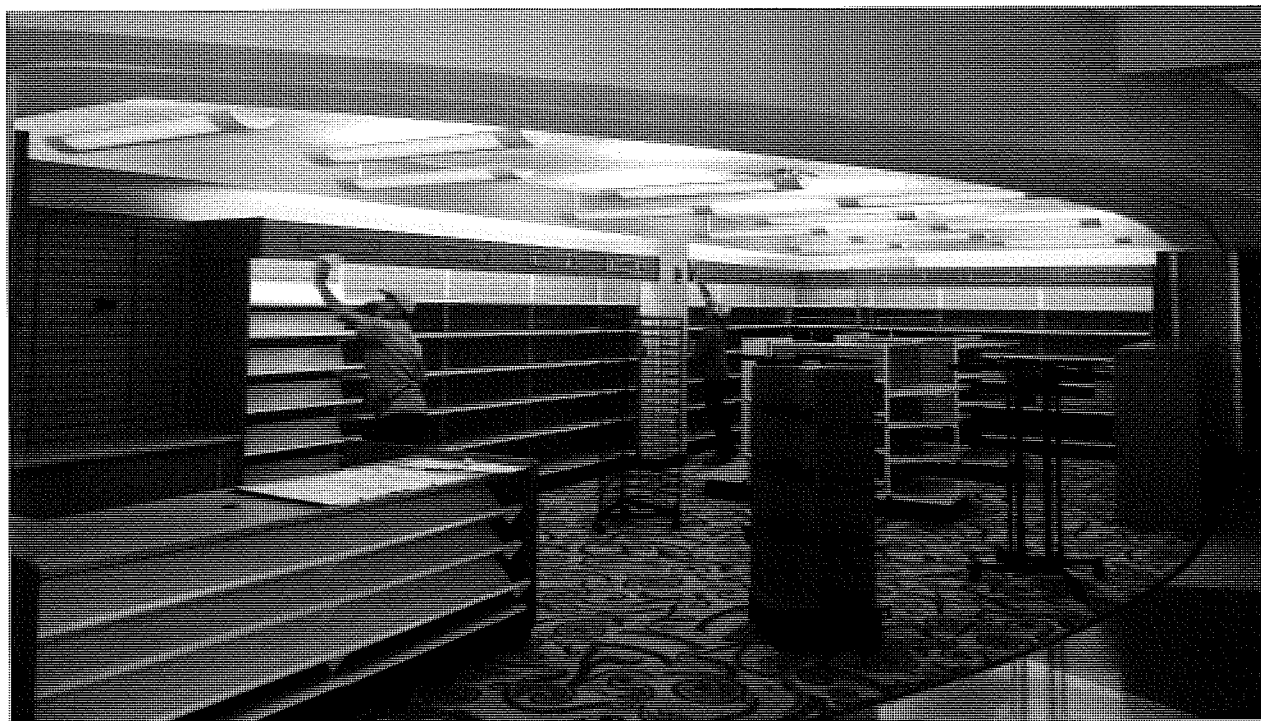
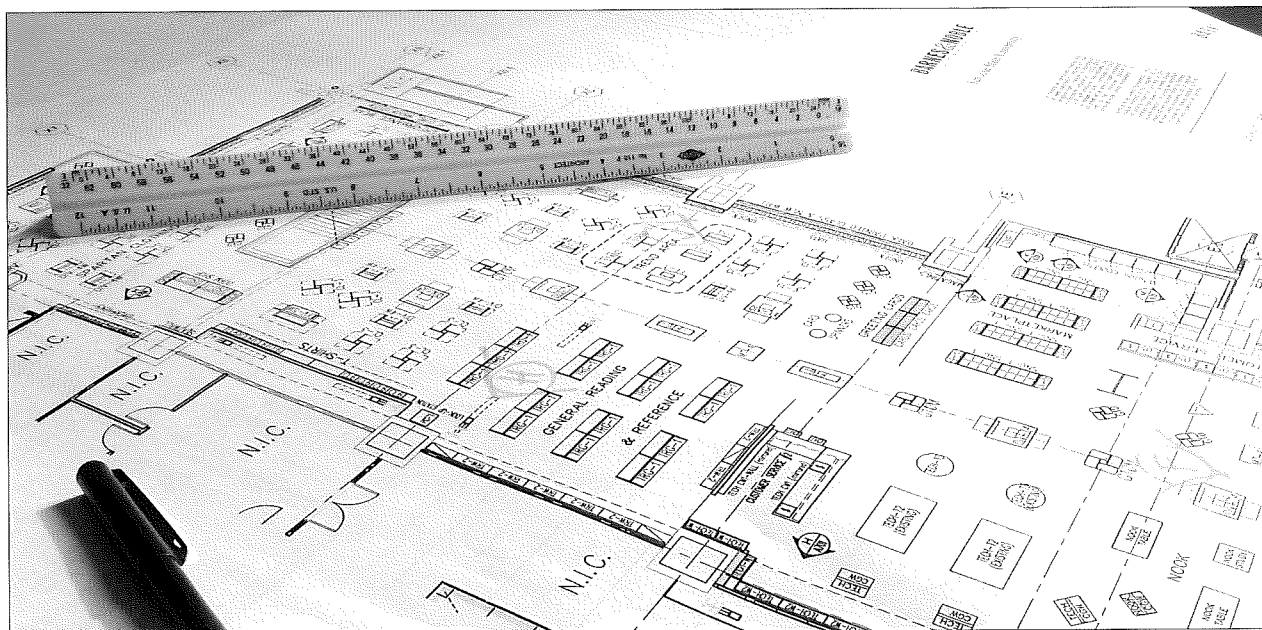
- Render expert store planning to "right size" departments, optimize merchandise adjacencies, and manage customer flow
- Develop the store character through selection of furniture, finishes, materials and color
- Design high impact signs and graphics that reinforce your brand and mark the bookstore as an important campus destination



3

Construction

- Manage FF&E bidding and permitting process
- Coordinate Barnes & Noble College vendor buyouts and delivery schedule
- Facilitate Open Remodel activities of Barnes & Noble College FF&E contractor
- Perform periodic construction observation site visits, through punch list and final completion
- Communicate project progress with QCC and Barnes & Noble College field management



St. Petersburg College

4

Merchandising & Systems Integration

- Build and launch integrated eCommerce site
- Coordinate QCC/Barnes & Noble College telecom interface details
- Install/test computer systems and security systems
- Stock and merchandise sales areas
- Partner with you on a Grand Re-Opening celebration



Northern Virginia Community College Loudoun Campus



Northern Virginia CC Annandale Campus



Tidewater Community College

NEW MARKETS: REINVENTING CAMPUS CONVENIENCE

A wide variety of self-serve, hot and cold drinks enhance customer options. Our “New Market” concepts prove that a great deal can be accomplished in a small footprint.

Bold colors, durable finishes, market research driven design and skillful execution yield a very profitable operation with a high degree of customer satisfaction.



Northwest Arkansas Community College



San Jacinto College



Superior Customer Service: One way we will deliver on our promises is through our exceptional customer service, based upon viewing your students as welcome customers of the QCC Bookstore. Unlike our competitor, our store entrances are designed to celebrate and invite – they do not have lockers or require you to check your belongings. Pictured above: The traditional bag drop entrance used by our competitor at Bridgewater State University (top) and Barnes & Noble College’s Binghamton University Bookstore entrance (bottom).

SECTION 11
FINANCIAL BID FORM – PRICE PROPOSAL
MANAGEMENT AND OPERATION OF COLLEGE BOOKSTORE

Note: Items listed on this Bid Form are in addition to all other financial requirements/obligations outlined in this RFP.)

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:
- Year 1 (%) 14.5% of all gross sales up to \$4,000,000 / 16.5% of all gross sales over \$4,000,000
- Year 2 (%) 14.5% of all gross sales up to \$4,000,000 / 16.5% of all gross sales over \$4,000,000
- Year 3 (%) 14.5% of all gross sales up to \$4,000,000 / 16.5% of all gross sales over \$4,000,000
- Year 4 (%) 14.5% of all gross sales up to \$4,000,000 / 16.5% of all gross sales over \$4,000,000

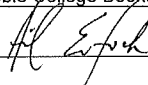
2. MINIMUM ANNUAL GUARANTEE:
- Year 1 (\$) \$630,000
- Year 2 (\$) 90% of the of the Calculated Commission of the immediately preceding year.
- Year 3 (\$) 90% of the of the Calculated Commission of the immediately preceding year.
- Year 4 (\$) 90% of the of the Calculated Commission of the immediately preceding year.

Note: The Contractor shall pay Quinsigamond Community College the greater of the Minimum Annual Guarantee or the Commission as a Percent Of Commissionable Sales.

3. ANNUAL TEXTBOOK SCHOLARSHIPS:
- Year 1 (\$) _____
- Year 2 (\$) _____
- Year 3 (\$) _____
- Year 4 (\$) _____
4. FACILITY INVESTMENT \$ 140,000
5. TECHNOLOGY INVESTMENT \$ 60,000
6. SIGNING BONUS/OTHER INCENTIVES \$ 100,000

I certify that this proposal is made without prior understanding, agreement, or connection with any person, firm or corporation submitting a proposal for the same management and operations contract, and is in all aspects fair and without collusion or fraud. I certify that I am authorized to sign this proposal for the Service Provider.

PROPOSAL SUBMITTED BY: Company: Barnes & Noble College Booksellers, LLC

Authorized Signature: 

Signer's Printed Name: Hil Estock

Title: VP, Campus Relations Date: 5/19/16

Financial Forms (Price Proposal) should be submitted in a separate sealed envelope from the Non-Price Proposal

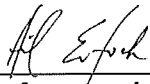
SECTION 12

Certification of Non-Collusion

Bidders are required to sign below and submit this form with their bid.

A person submitting a bid or a proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, Club, or other organization, entity, or group of individuals.



Signature of person submitting bid or proposal

Barnes & Noble College Booksellers, LLC

Name of Business

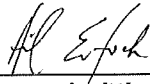
5/19/16

Date

SECTION 13

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature of person submitting bid or proposal

Barnes & Noble College Booksellers, LLC

5/19/16

Name of Business

Date

SECTION 14

Proposal Offer/Certification

Proposers are required to sign this form and submit it with their bid proposal.

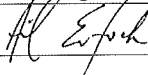
To Quinsigamond Community College, the undersigned proposes to provide services for the Management and Operation of the College Bookstore in accordance with the terms specified below and the terms of this request: **QCC16-S1**.

Pursuant to Massachusetts General Laws Chapter 7, Section 54 Please certify that to the best of your knowledge, your organization and its supervisory employees, while in the employ of your organization, have no adjudicated record of substantial or repeated willful noncompliance with any relevant federal or state regulatory statute, including, but not limited to, statutes concerning labor relations, occupational safety and health, nondiscrimination and affirmative action, environmental protection, and conflicts of interest.

In addition, your organization will comply with a policy of non-discrimination and equal opportunity for all persons protected by chapter 151B.

The proposed contract compensation/fees are: See Financial Bid Forms

Company/Firm Name of Bidder: Barnes & Noble College Booksellers, LLC

Name of Signatory (Person signing below): 

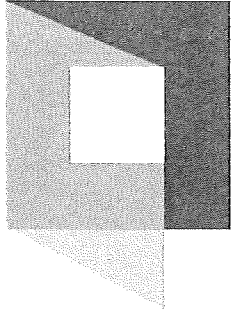
Contact Name: Hil Estock, Vice President, Campus Relations

Contact Telephone Number: 860-666-3614

Contact Business Address: 66 Cedar Street

Contact City and State: Newington, CT 06111

Contact Email Address: hestock@bncollege.com



QUINSIGAMOND

Community College

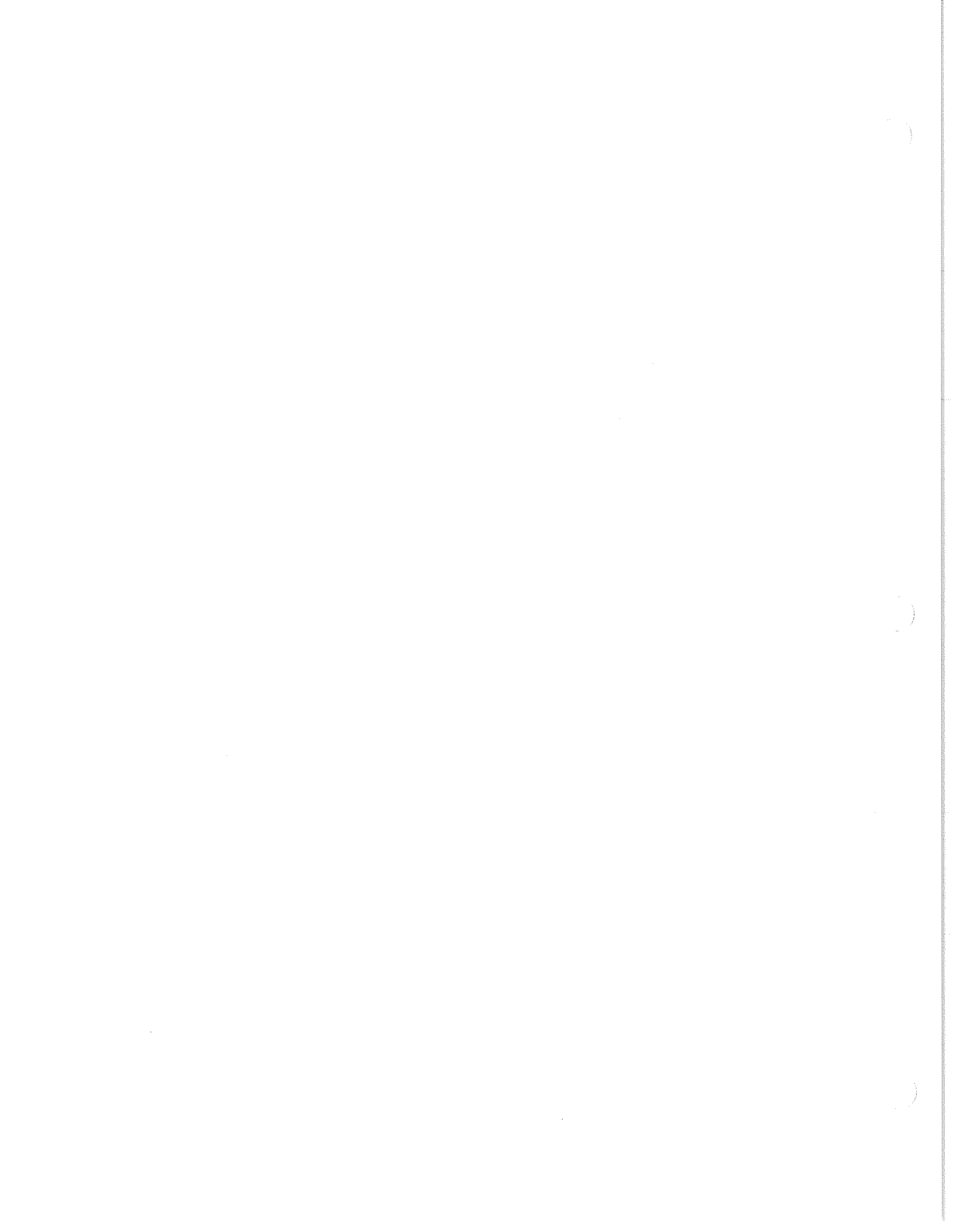
A Management & Operations
Proposal for
Quinsigamond Community
College

TECHNICAL PROPOSAL

RFP #QCC16-S1

COPY





The Management & Operation of the Quinsigamond Community College Bookstore

RFP #QCC16-S1

Submitted to:

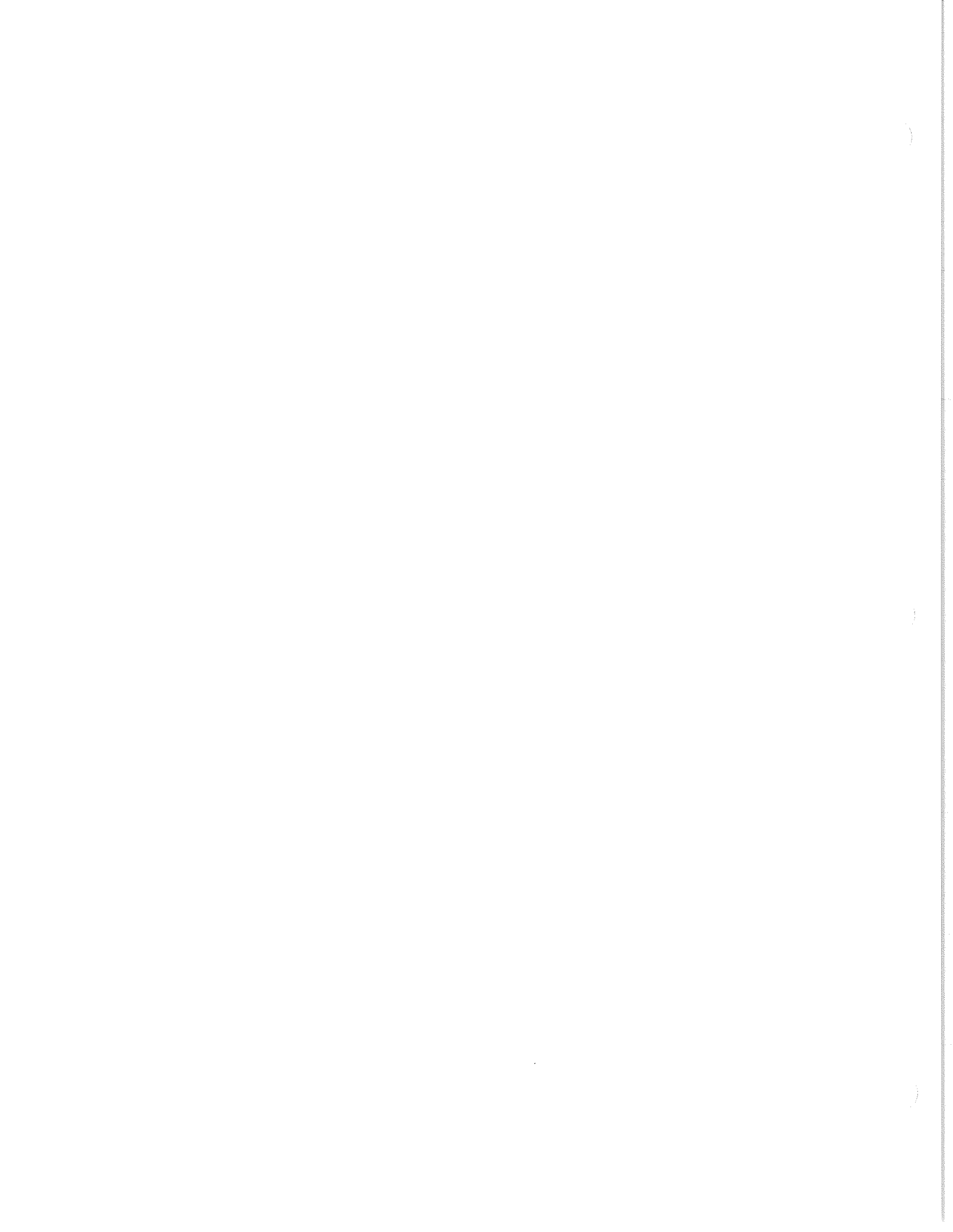
Ms. Lisa Schlegel
Assistant Comptroller
QUINSIGAMOND COMMUNITY COLLEGE
Purchasing Department
670 West Bolyston Street
Worcester, MA 01606
lschlegel@qcc.mass.edu

Submitted by:

Mike McEneany
Vice President of Marketing
Eastern Region
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3 Westbrook Corporate Center, Suite 200
Westchester, IL 60154
630.956.3699
708.884.0751 (fax)
mmceneany@follett.com

Released on May 23rd. 2016





Confidentiality Statement

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“Follett has been a trusted partner in education for more than 140 years, and the reason for that is simple: We know what it takes to deliver great service to our customers. Throughout our history, we’ve supported millions of students on their academic journeys, eased the administrative burdens of faculty and staff, and delivered campus stores that make the community proud. Looking ahead to the next 140 years, I can confidently say that our customers will remain at the center of everything we do, and Follett will continue to demonstrate service and value to our partners in higher education.”

Ray Griffith
Follett, President and CEO

May 20th, 2016

Ms. Lisa Schlegel
Assistant Comptroller
Quinsigamond Community College
Purchasing Department
670 West Bolyston Street
Worcester, MA 01606

Re: RFP Response

Dear Ms. Schlegel:

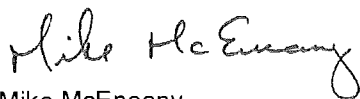
Thank you for considering the Follett Higher Education Group (Follett) in your search for a premier campus store management and operations partner for Quinsigamond Community College. I am confident you will find the Follett proposal offers a compelling solution. Included in our response is an executive review, a transition plan, financial commitment and the needed data to evaluate our solution. An additional important component to our solution is the team that will be servicing you – they will perform at the highest level to deliver quality products and effective solutions that provides a hassle-free campus store experience.

As you may know, Follett has been managing campus stores longer than any other company. We also serve more college and university clients than any other company (200 more than our nearest competitor) and are known for countless industry "firsts." These innovations have helped – and continue to help – the evolution of a student-centric campus store. But above all, we are known for and pride ourselves on keeping promises and building relationships with our institution partners.

To that end, in the last 5 years, we have been asked to convert 70 stores that were previously managed by our largest competitor. Why so many? Follett believes that at the end of the day it comes down to service and partnership, which is why we thrive on a service culture that focuses on the goals of the institution and our customers. Our objective is to provide an exceptional shopping experience both online and in-store that embraces that service effort while building on the mission, brand and image of your institution.

Thank you again for your consideration of this proposal. We look forward to presenting our capabilities and our customized plan for your institution with you in person. We are confident that our response will meet or exceed the requirements and expectations needed to propel the Quinsigamond Community College campus store vision forward. In the meantime, please do not hesitate to contact me directly if I can be of further assistance during this RFP process.

Sincerely,



Mike McEneaney
Vice President, Marketing
P: 630.956.3699
E: mmceaney@follett.com

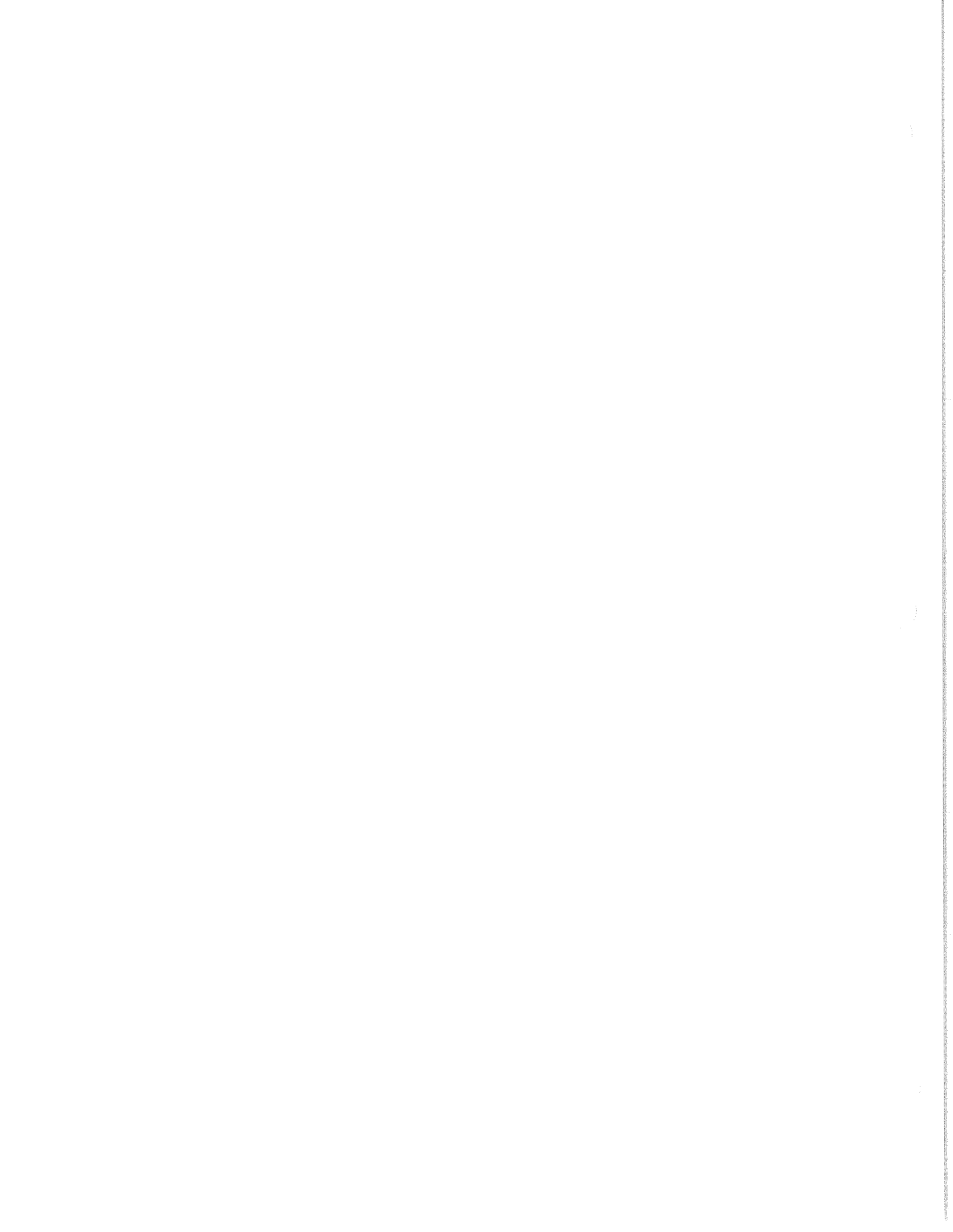
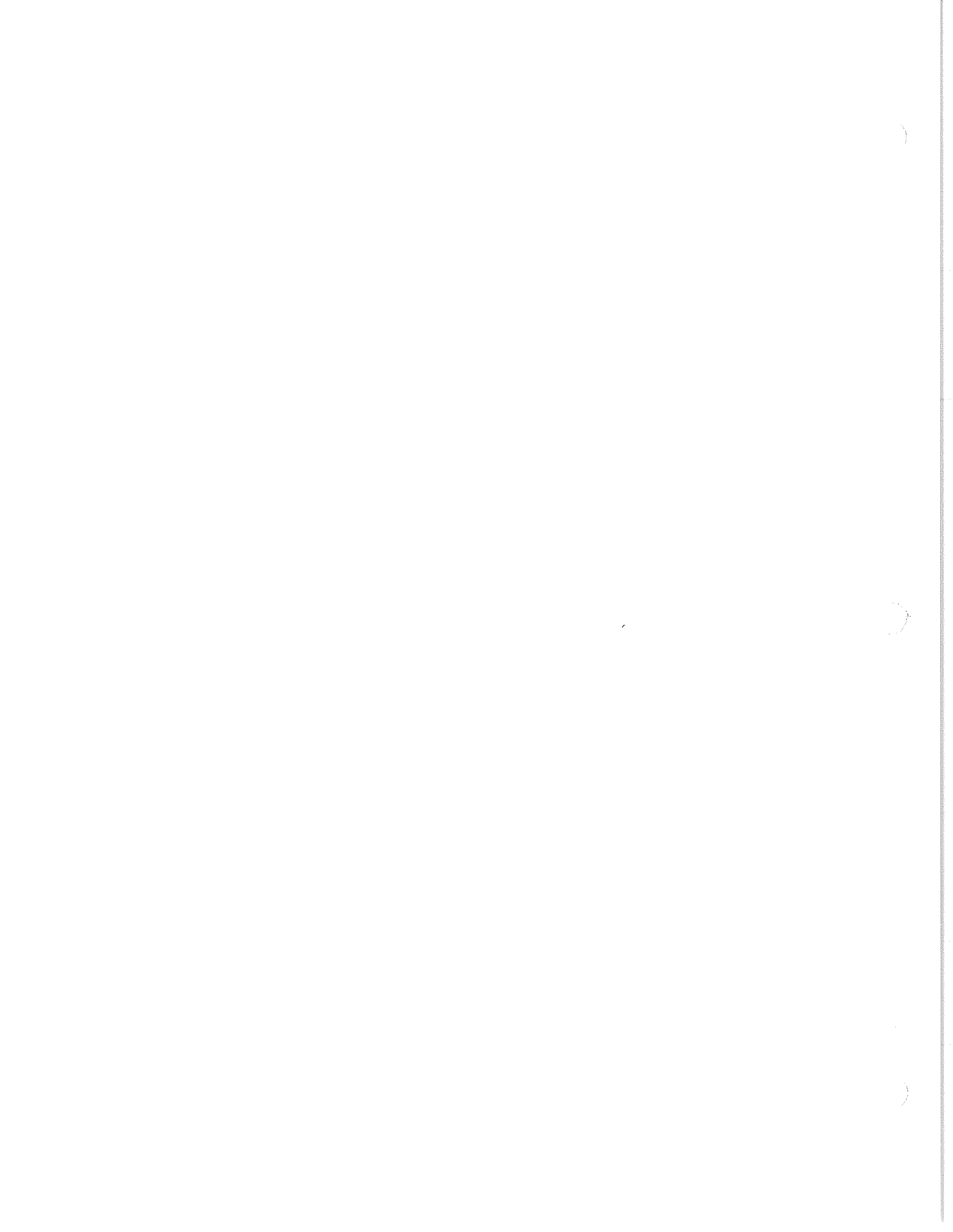


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Executive Review

Follett is pleased to present this proposal to Quinsigamond Community College. 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.

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

1. Save students money on course materials.
2. Provide higher education tools that are more innovative and integrated.
3. Offer a larger selection of digital course materials.
4. Aggregate and organize faculty adoptions.
5. Assemble a more robust and exciting general merchandise assortment that addresses current trends and preferences.
6. Provide a hassle-free customer experience.
7. Provide employees with great potential for professional growth and advancement opportunities.
8. Offer forward thinking products and services that support your brand image and institutional goals.

We are confident that our professional services and programs will effectively address your needs on campus. By managing all of 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.

“When an institution partners with Follett for its campus store needs, it’s getting more than just a retailer. It’s gaining a trusted partner who is dedicated to listening to the needs of the campus and staying true to the vision of the institution. We know that your school’s brand is an important representation of your history and your identity, and we make it a priority to bring that brand alive for you. Follett’s store design team is committed to delivering a campus store that accurately conveys the spirit of the institution, engages the campus community, streamlines the shopping experience, and ultimately becomes the destination of choice on campus.”

Don Germano
Follett Higher Education Group, President

Collaborative Partnership

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

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



Students

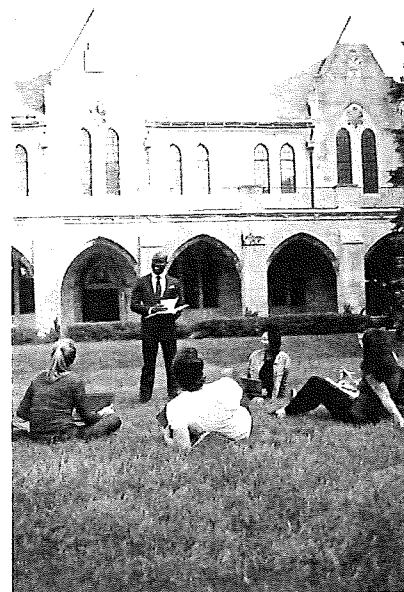
Throughout the life-cycle of a student's college or university experience while at your institution, one thing remains constant – they can count on the campus store to be a resource to get what they need to be successful every day, week, term and year. We are there to help them get the right textbook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

Faculty

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

Institution

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



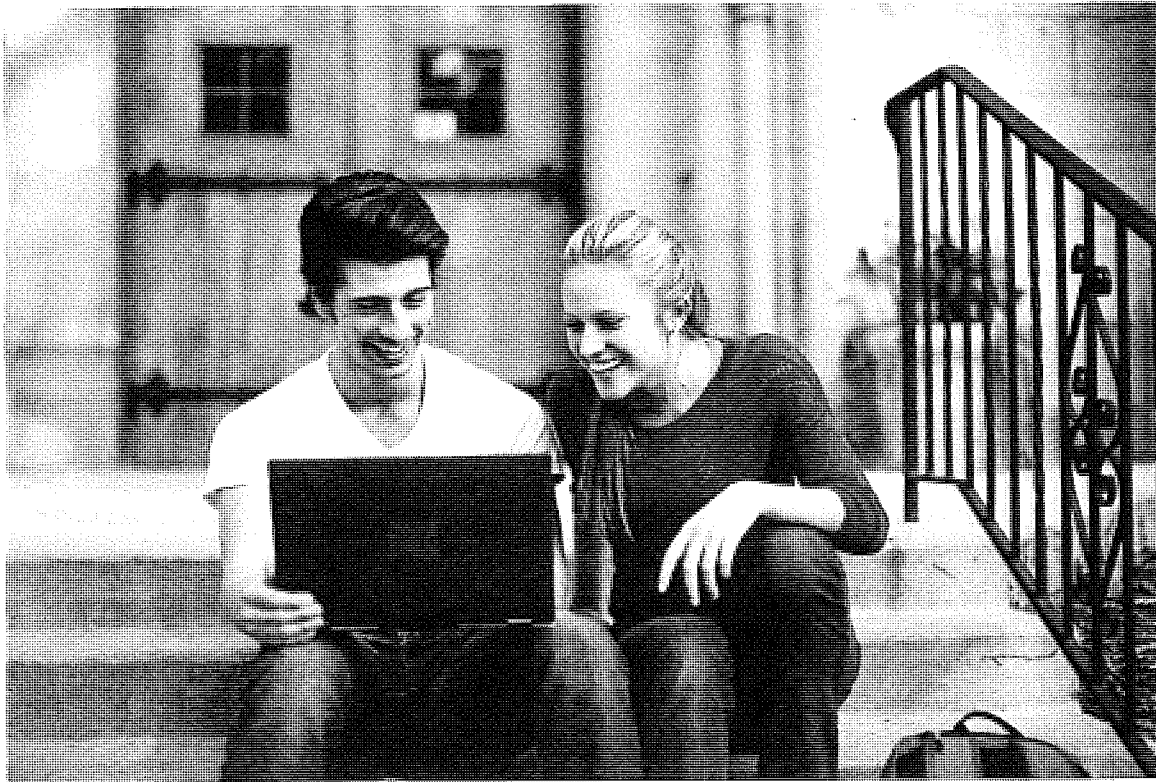
Fans and Alumni

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

Listen. Learn. Evolve.

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

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



A Hassle-Free Experience

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

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

1. Clean and bright store (online or brick and mortar) that evokes a "wow" from the customer.
2. Merchandise in-stock, where the customer expects to find it, accurately signed, priced and well displayed.
3. Friendly, knowledgeable, articulate and available staff, really helping our associates to understand when and how to help a customer.
4. The finish – striving for a friendly, fast and efficient checkout experience, so that we leave them with a great impression.



Future of Campus Retail

The Evolving Customer

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.



At the same time, students and parents are struggling to stay within tight budgets in the face of rising higher education costs – all during tough economic times. Because of this, many campus store customers believe they must venture off-campus for the best value on course materials, or simply forgo buying any materials at all. A growing percentage of consumers have been navigating directly to search-and-comparison shopping engines to yield the best possible price.

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.

Store of the Future

As the needs of campuses change, so will the requirements of the "Store of the Future." Since each institution is unique, the Store of the Future really equals a store of the community. It will be customized to meet the needs and interest of the local campus community it supports by offering the products and services that community demands. Many campus stores offer amenities like cafés and branded coffee solutions, technology service bars and customized merchandise. It doesn't mean that course materials are disappearing from the campus store foot print, but it does



mean that in-store space is being used in a flexible way during peak times of the year. In fact, many stores today are offering expanded assortments of trade books, health and beauty items and convenience products. So, what is the "Store of the Future" you ask? It can be anything you need or want it to be.

Transforming Your Bookstore into a Campus Store

The college or university experience is deeply rooted in tradition and millions of students and faculty members expect that tradition when they walk on campus. But frankly, needs have changed and there are some areas of the campus that must transform to be current and beneficial to students. The library is a great example of transformation on campus – it is no longer a quiet zone, but a place that encourages interaction and collaboration. The campus store is another place that once housed a sea of textbooks, supplies and bumper stickers – and today it is the living room on campus, offering comfortable lounge seating in its trade book area. It's where student meetings take place and study groups hang out while sipping coffee or grabbing a quick bite to eat. And yes, there are still textbooks, but the store now offers services like online ordering and in-store pickup, as well as savings promotions to help students with affordability and access. We encourage you to dream a little and transform your bookstore into the campus store that students will want to visit.

Brand Loyalty

Now more than ever, students are demanding that the brands they desire are available on campus. Gone are the days of generic lunch options and no-name coffee solutions. Today, campuses are addressing this demand and infusing big name brands into the campus store experience. Whether it is the food and beverage brands students want to fuel-up with or their favorite sideline brand to showcase school pride – brands are in-demand! We are embracing this movement and are carrying the branded items that increase your store's offering and elevates your institution's brand. By doing this, it communicates that your institution is listening to this important trend, looking to support its campus community with the products and services it needs, and engaging with students, faculty and fans to be "the spot" on campus to get it all.



Test and Learn Philosophy

As the landscape changes and both the customer and their need evolves, you will need a partner that is going to grow with you, listen to where you want to take the campus and be there to help execute it all. By partnering with Follett, you will see we are open to trying new solutions. We love getting creative and, in fact, many of our core solutions started out as something we "tested" in one of our stores. We aren't like others that offer what they are comfortable with – we push, grow and expand our solutions with each and every partnership.

Company History & Background

1. Company Background. Provide your qualifications and experience in managing college/university bookstores. Describe your experience serving public colleges, including community colleges.

Follett Overview

Company Information

For more than 140 years, Follett has been a trusted partner to preK-12 schools, districts, and college campuses, taking care of the critical details that make it easier for schools to run, teachers to teach, students to learn and fans to celebrate. Each day, we serve more than half of the students in the United States and work with 70,000 schools as a leading provider of education technology, services and print and digital content. Headquartered in Westchester, Illinois, Follett Corporation is a privately held company that is segmented into Follett School Solutions and the Follett Higher Education Group.

Follett's experience, singular focus on education, and commitment to excellence has made it a leader in the academic world.

Follett School Solutions, Inc.

Follett is the largest provider of educational materials and technology solutions to preK-12 libraries, classrooms, learning centers and school districts in the United States, and a major supplier to educational institutions worldwide. Follett distributes books, reference materials,

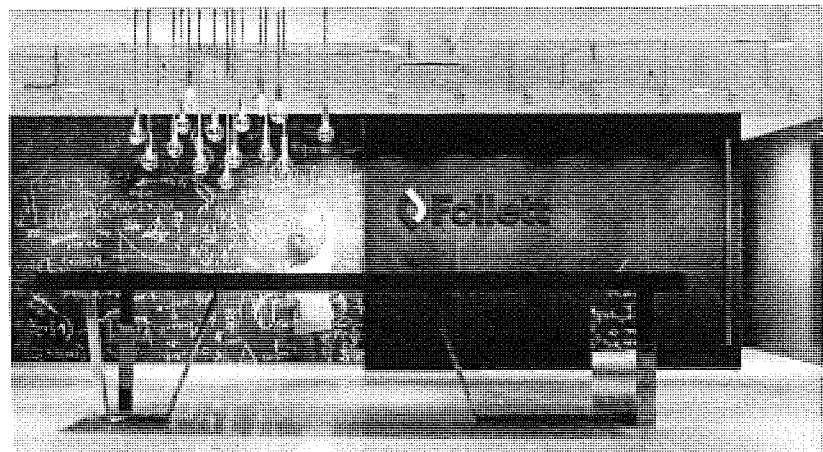
digital resources, ebooks and audiovisual materials, as well as pre-owned textbooks. We are also one of the leading providers of integrated educational technology for the management of physical and digital assets, the tracking, storing and analyzing of academic data, and digital learning environment tools for the classroom focusing on student achievement.

Follett Higher Education Group

Follett is higher education's largest campus retailer and operates as a central hub for school spirit and community, managing 1,200 local campus stores and 1,600 virtual stores across the continent. As the leading provider of campus store services and the foremost supplier of course materials, Follett has brought new technologies, first-class 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 campus store experiences that support campus culture and goals. It is this unique insight and collaborative process that allows 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, know that everything we do contributes to a single mission – helping our partners attract, retain, engage and graduate students.

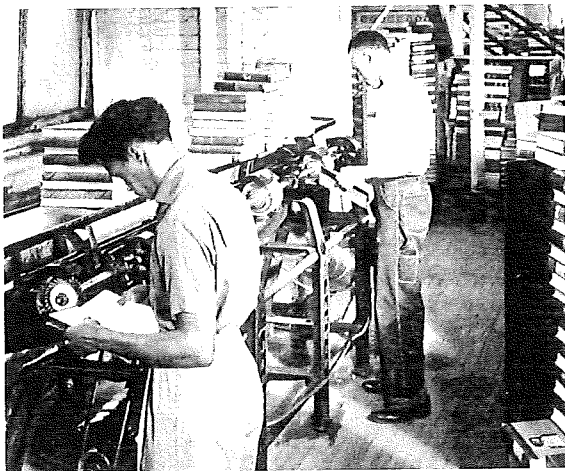


History

Follett traces its roots to 1873, when Charles M. Barnes, a professor at Wheaton College in Wheaton, Illinois, began buying and selling books from his extensive home library in order to support his family.

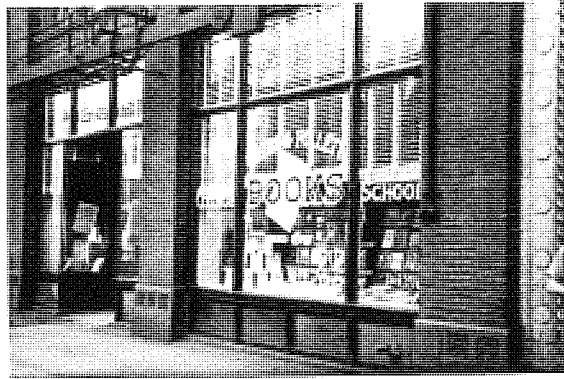
Three years later, Barnes moved his business, now named C.M. Barnes & Company, to Chicago, where he opened a store at 23 LaSalle Street. Here, he sold new and used textbooks, stationery and school supplies. C.W. Follett joined the company in 1901 as a stock clerk. The following year, Charles Barnes retired, and his son William became president. By then, the company had evolved into a wholesaler, selling used books throughout the Midwest and as far away as the Oklahoma Territory.

In 1908, the company was reorganized as the C.M. Barnes-Wilcox Company when John Wilcox, William Barnes' father-in-law, became the company's primary shareholder. Four years later, in 1912, C.W. Follett became vice president and a shareholder of the company.



In 1917, William Barnes sold his remaining interest in the company to John Wilcox. The following year, with Wilcox nearing retirement, C.W. Follett took over management of the company, and it was once again renamed, this time as J.W. Wilcox & Follett Company. John Wilcox died in 1923, and the following year C.W. Follett and his wife, Edythe, purchased the

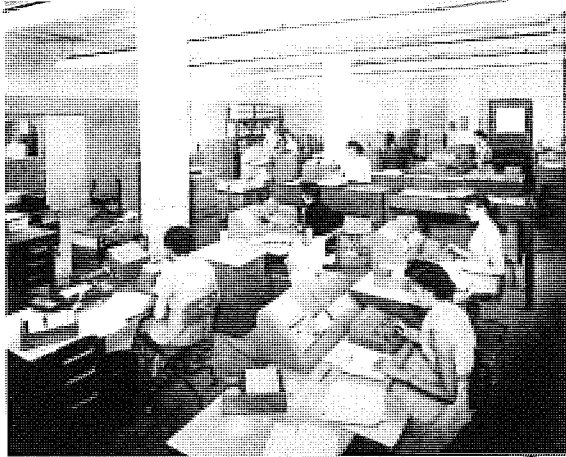
company. During the next two years, C.W. Follett's three oldest sons – R.D. (Bob), Garth and Dwight – joined the family business. C.W.'s youngest son, Laddie, who was still in grade school, joined the company in 1930.



During the next two decades, C.W.'s sons infused the company with enthusiasm and ideas, helping the business evolve and grow. In 1925, Dwight founded the Follett Publishing Company. In 1930, R.D. Follett founded the Follett College Book Company and began wholesaling used textbooks to professors and college bookstores. The following year, R.D. established the company's first retail bookstore on a college campus outside of Chicago. And in 1940, Garth Follett created the Follett Library Book Company. Laddie Follett ran the company's original business – Wilcox & Follett – from 1952 until 1986.

When C.W. Follett passed away in 1952 at the age of 70, Dwight Follett succeeded his father as chairman. The company continued to grow and was renamed the Follett Corporation in 1957.

In the mid-1970s, Dwight began to prepare for his retirement, and Dick Litzsinger, R.D. Follett's son-in-law, was elected president and chief executive officer. In 1979, Dwight retired, and Robert J.R. Follett was named chairman.



In 1994, Robert J.R. Follett retired, and Dick Traut, R.D.'s son-in-law, was elected chairman. Dick Litzsinger retired as president and chief executive officer in 1997, and Ken Hull was elected president. Ken was the first nonfamily member to be elected president of the corporation. Follett also restructured its board of directors, adding three nonfamily members. That same year, it joined Internet Systems, Inc. in forming Library Systems & Services, LLC, a joint venture that provides library management services to public, academic and corporate libraries across the country. In addition, Follett purchased Book Wholesalers, Inc. (BWI), a distributor of children's books to public libraries.

In 1998, Follett associates celebrated the company's 125th anniversary. To strengthen the company's ability to meet the needs of its customers, Follett aligned its various business units under three market groups – higher education, elementary and high schools, and libraries.

Dick Traut retired as chairman in 1999, and Ken Hull became chairman and chief executive officer. That same year, Follett launched the eFollett.com website.

In 2000, Christopher Traut was elected president and chief executive officer of the Follett Corporation. Ken Hull remained as chairman. In addition, Follett's three core market groups were combined to form the Follett Higher Education Group and the Follett Library and School Group. In April 2001, Ken Hull retired, and Mark Litzsinger was elected chairman.

Following a rigorous analysis of the company's portfolio of business units, the company merged Follett Media Distribution, which provided audio visual products to school and public libraries, into BWI, in an effort to provide our library customers with one-stop shopping for all of their book and media needs. In addition, in June of 2003, Follett sold its interest in Library Systems & Services, LLC (LSSI).

In 2011, the Follett School and Library Group was created to serve the K–12 market under one business group. Strategic business decisions were then made to move the focus of the school and library group into the K–12 classroom. In 2011, certain assets of Follett's public library business, BWI, were sold.

In March 2014, approximately 750 employees from the company's corporate office and higher education businesses at Chicago-area suburban operations in Oak Brook, Westmont and River Grove relocated to Three Westbrook Corporate Center, a 160,000-square-foot tower in Westchester, Illinois.



In April 2014, Follett's preK–12 businesses became one legal entity – Follett School Solutions, Inc. The new entity simplifies the customer experience and enhances Follett's offerings by integrating the content, technology and services previously offered by three separate businesses: Follett Educational Services, Follett Library Resources and the Follett Software Company. Like always, the company continues to keep its eye on the future. Currently, it is focusing on affordable course material options, new business models, and e-commerce, in addition to its core areas of expertise.

Over the years, while other companies, such as Barnes & Noble, went public (taking on significant pressure to deliver financial returns to their shareholders every quarter), Follett remained family owned. This has allowed us to focus entirely on our education clients. It also makes it possible for us to invest millions more in research and development than any other campus store management company – so we can discover, develop and refine tomorrow's best learning and teaching tools.

Today, Follett is a \$2.6 billion privately held company that provides products, services and solutions to the educational marketplace. The company employs approximately 10,000 associates throughout the United States, Canada and other parts of the world.

Partners in Education

Follett creates a supportive environment that drives students and faculty success through access to innovative education tools and products.

From day one, you can expect Follett to be an engaged member of your campus community. By building key partnerships across campus, Follett enables colleges and universities to focus on their core mission: the student pursuit of education and success. We share in this mission and strive to provide innovative educational tools and quality service to more than 5 million students and 500,000 faculty members.

We work hard to meet our commitments every day by putting customer first and by becoming an integral part of the college and university communities we serve.

Follett is recognized for its success in combining the dedication of a family-owned business with innovative industry best practices. Also accounting for our leadership role in education, Follett is uniquely capable of helping colleges and universities of all sizes meet the changing needs of their campus communities.

Serving the needs of higher education longer than any other company in the industry, Follett currently ranks 176th on the Forbes list of America's largest private companies.

Community Colleges

Community colleges are up against unprecedented challenges. Fortunately, with the right strategies, tools and technology, those challenges can be turned into opportunities.

Community colleges are the backbone of America's higher education system, offering a clear path to millions of students to get the kind of education that will better their quality of life for years to come. But today many colleges and universities are facing challenges never seen before. For example, we have a transitioning educational marketplace with increasing technology needs, competitive enrollments, student retention challenges and tightening budgets – all of which are driving many community colleges to consider new service options, particularly within their auxiliary services.

Follett proudly serves more than 300 community colleges nationwide – and counting. Why does Follett serve more of America's community colleges than all of our competitors combined? Because we treat students, faculty and campus store associates like family – giving them everything that they need to succeed.



Follett manages both independent and large district stores across the country, including several community college campuses in the state of Massachusetts that include Berkshire Community College, Bristol Community College, Cape Cod Community College, Greenfield Community College, Massachusetts Bay Community College, Middlesex Community College, Northern Essex Community College, Roxbury Community College, and Springfield Technical Community College. We have worked closely with each of these schools and understand the important service the campus store provides to community college students. In addition, several of these campuses were self operated before contracting with Follett as their provider and hence we understand the process of privatization in the State of Massachusetts and will provide this level of experience to Quinsigamond Community College as you engage in this process and the importance in transition of the store team.

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

- Follett’s Academic Tools and Utilities Group, a new service organization created within our company to address, develop and implement new technologies, such as Follett Discover. Our Academic Tools and Utilities Group has brought Follett’s technology to new heights – allowing our services to integrate with your Learning Management and Student Information Systems for seamless student and faculty access to course content, whether purchased or through open educational resources. It’s capable of delivering enhanced media in practically every format and through any operating system.
- BryteWave is the new Follett eBook reader that will allow students to acquire and utilize digital course material whether online or offline – and on any device and operating system. BryteWave is but one reader solution that can be used through eFollett.com or with Follett Discover.
- eFollett.com, our industry-leading ecommerce solution, has been updated and stands as the most effective virtual college store solution available today. With an unprecedented level of financial support (\$50 million) for updates occurring throughout 2014, eFollett.com has enabled Follett to secure the #71 position on Internet Retailer magazine’s list of America’s largest online retail sites!
- New retail competencies at Follett include coffee shops and cafés that we are designing and building on campuses across the country. Through new partnership agreements with well-known national coffee brands, Follett is giving its campus store a significant boost with in-store café services.
- Our “Tech-Store-Within-A-Store” concept, where we offer leading brands of tablets, smartphones, PCs and even Apple laptops at select locations. Some of these new Tech Stores even offer warranty and upgrade services.
- Follett provides the financial resources of a large, fiscally sound corporation, ensuring that our products and services are delivering more to our college and university clients. Follett has the highest Dun & Bradstreet rating (5A2) of any college store management company and a solid balance sheet.
- Our financial stability enables us to meet our commitments and quickly and decisively respond to the rapidly evolving academic retail landscape, offering cost-efficient solutions to our partner institutions, such as our Rent-A-Text program, launched in 2010, which has saved America’s students over \$1 billion.
- Our financial stability has also allowed us to offer includED, 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.

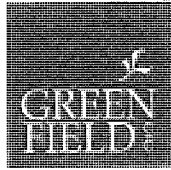
2. Client List. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Identify at least five (5) clients with bookstores similar in nature to the QCC Bookstore.

Please refer to Appendix A for a complete list of institutions that are currently served by Follett. Due to the confidential nature of our agreements, Follett is unable to provide specific financial information for our contract partners, but we have included enrollment figures as an indication of sales volume and we encourage you to contact these institutions for more information.

<p>Bristol Community College 777 Elsbree Street Fall River, MA 02720-7395</p>	<p>Ms. Linda Danzell Assistant Dean of Administration (508) 678-2811 ldanzell@bristolcc.edu</p>	<p>6/20/2006</p>
<p>Greenfield Community College 1 College Drive Greenfield MA 01301-9739</p>	<p>Mr. Tim Braim Chief Financial Officer (413) 775-1311 braim@gcc.mass.edu</p>	<p>10/17/2012</p>
<p>Middlesex Community College 591 Springs Road Central Administration 219 Bedford, MA 01730-1197</p>	<p>Mr. John Lyons Director of Contract Management (781) 280-3528 lyonsj@middlesex.mass.edu</p>	<p>6/26/1997</p>
<p>Northern Essex Community College 100 Elliott Street, A304 Haverhill MA 01830-2399</p>	<p>Mr. David A. Gingerella Vice President for Administration & Finance/CFO (978) 556-3924 dgingerella@necc.mass.edu</p>	<p>5/1/2013</p>
<p>Springfield Technical Community College 1 Armory Square, Suite 1 Springfield MA 01102-9000</p>	<p>Mr. Joseph DaSilva Vice President of Administration/CFO (413) 755-4889 jdasilva@stcc.edu</p>	<p>8/14/2008</p>

3. References. Documented successful completion of at least three (3) projects of significant size, scope and performance level in the past ten (10) years by providing three (3) references with contact information for previous/current customers is required to qualify as an acceptable proposal.

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. Specific to the state of Massachusetts and the Privatization Law, we suggest reaching out to the following campuses that have been through this process successfully with Follett:



Greenfield Community College

Mr. Tim Braim
Chief Financial Officer
(413) 775-1311
braim@gcc.mass.edu

Springfield Technical
Community College



Springfield Technical Community College

Mr. Joseph DaSilva
Vice President of Administration/CFO
(413) 755-4889
idasilva@stcc.edu



University of Massachusetts Dartmouth

Mr. Michael P. LaGrassa
Asst. Vice Chancellor of Administrative Services
(508) 999-9180
mlagrassa@umassd.edu

4. Discontinued Client List. Provide a list of all college/university accounts that were canceled or not renewed during the past five years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the Bookstore.

From time to time, some bookstore contracts we manage go out to bid. At Follett, we are firm believers in delivering superior, consistent customer service at all levels of our business, and never sacrifice the quality of service and strength of our operational staff to become the highest bidder in an RFP process. Please refer to **Appendix B** for a list of schools no longer served by Follett. Due to the confidential nature of our agreements, Follett is unable to provide specific financial information.

5. Financial Statements. Include your company's certified financial statements for the past two (2) years.

Please refer to **Appendix C** for Follett's most recent audited financial statements, as well as bank and business references. The disclosure of the information enclosed to any third party, or to any employee who does not have a legitimate need to know its contents in connection with its evaluation, is prohibited without the prior written consent of the Follett Higher Education Group, Inc.

Operations

1. Management Plan. Describe your management/operations plan for the Bookstores.

Follett's single point of focus for the management and operations of the Quinsigamond Community College campus store is on providing products and services that truly enhance the mission, brand and image of the College. The level of service we provide our partner institutions not only defines us as an organization, it also determines the longevity of our partnerships.

Collaborative Partnership

Today, Follett's vision is to do more than simply run your campus store. Our goal is to leverage our broad and deep industry experience, our long-standing publisher relationships and our unique role as course materials aggregator, distributor and facilitator into a new type of collaborative partnership with your campus.

As you are presented with an often bewildering array of options from publishers, learning management systems developers, and electronic device manufacturers—not to mention the challenging demands of the modern student—we can act as a neutral third party, helping you determine which path is the best for your institution. Once we have successfully collaborated to develop a vision for your course material needs, we can help you implement that strategy both on campus and online. The future is here—together we can ensure that Quinsigamond Community College is equipped to meet its ever-changing needs.



In an era of unprecedented change in the textbook and college store industry, Follett is making unprecedented investments in the future. While other organizations retreat from the uncertainty in the market, Follett has the human and financial resources, the strategic plan and the leadership vision to ensure that the success of today extends far into the future. One thing has not changed—and never will—our ongoing commitment to delivering the very best service to colleges and universities like Quinsigamond Community College.

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 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 college systems. From affordability programs to HEOA compliance, Follett offers the most comprehensive course material solution in the industry. We are committed to exceeding your expectations in this vital area and to ensure 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, fine arts or hospitality and recreation management. Follett's vast experience, coupled with our wide range of vendors, assures the College that whatever a curriculum requires; Follett is prepared to provide it in an easy and convenient manner and to the faculty's precise specifications.

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

General Merchandise

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

Store Design

Renovating and refreshing your store requires creativity and vision—a job entrusted to our Follett Store Design Team. The team is dedicated to designing the ideal retail environment for your institution. We start by immersing ourselves in your campus culture to inform our design with what makes your institution, 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, your campus store imbues a sense of spirit and pride that enhances your image, attracts customers and increases sales.

Technology

We are dedicated to continue to develop 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 over 1,600 campus store websites has been ranked number 78 on the Internet Retailer 2015 Top 500 Guide of Web Retailers.. Leveraging the convenience of online shopping with the support of a local store operation, eFollett.com simplifies the online order process to maximize student access to the right course materials, while driving online sales for each of our institutional partners.

Managing inventory and revenue efficiently leaves more time to focus on customers, grow your business and build a brand. JDA Enterprise Store Operations enables Follett to do just that with comprehensive capabilities for forecasting, optimized ordering and replenishment, inventory execution, cash management, item and price management, rebates and invoice management, reporting and analytics, performance, vendor management and more. With JDA Enterprise Store Operations, Follett can optimize the back office while fostering customer loyalty at the register.

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.

Management Biographies

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, advertising, marketing, accounting, merchandising, computer technology, campus relations, retail store design and operations.

Donald J. Germano, President

Donald "Don" joined Follett in August 2013 as the president of the Follett Higher Education Group, responsible for the management of the campus stores and online retailing businesses as well as the ecommerce and textbook wholesale businesses. Don came to Follett from Dick's Sporting Goods, Inc., where he served as the senior vice president of operations. Prior to that, Don was senior vice president and general manager for Kmart Holding Corporation, a subsidiary of Sears Holdings Corporation. He was responsible for the financial performance, operations and management of Kmart's 1,350 stores.

Don holds a B.S. degree from the United States Naval Academy and an M.B.A. from Northwestern University's Kellogg School of Management. He was also an officer in the United States Marine Corps.

Clay Wahl, Executive Vice President, Sales & Operations

Clay brings Follett more than 20 years of operations insight from his career as a senior operational/supply chain professional and business manager. Clay has a record of success for his ability to drive retail store profitability by focusing on assortment, operational excellence, management structure and talent. He thrives on cross-team collaboration, using talent to the fullest, and is driven by process and strong data-supported decisions. Clay is a leader in people development, customer loyalty and forward-thinking retail metrics.

Clay comes to Follett from Sears Holdings Corporation, where he served in a variety of senior-level roles since 1998. His most recent role was senior vice president and general manager for Kmart Retail operations, with responsibility for Kmart's approximately 1,350 stores and 108,000 field associates, generating annual revenues of approximately \$14 billion.

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

Sanjeev Singh, Executive Vice President and CIO

Sanjeev joined Follett in 2013 and oversees technology strategy and service delivery across Follett's business units. Prior to joining Follett, Sanjeev was CIO at Jos. A. Bank Clothiers, Inc. where he managed IT operations for the retailer's 600 stores and led a series of IT initiatives across ecommerce, merchandising, sales and multichannel marketing. Sanjeev's earlier career encompassed IT change and transformation leadership roles at IBM, including director of business transformation at IBM's PC Division Lenovo.

He also served as client executive, strategy and change management at IBM's Global Business Services, leading business and technical teams to deliver transformational IT projects to global clients in the retail consumer products space.

Sanjeev earned an M.B.A. at Washington University, St. Louis, an M.S., computer science at University of Huddersfield in the UK and a BEng, computer science, at MBM Engineering College in India.

Rick Ellspermann, Executive Vice President, Human Resources

Rick joined Follett in 1998 and is responsible for human resources strategy and management across Follett's business units. Rick leads the Follett Enterprise HR team, including talent management, compensation, training, benefits, communications, talent acquisition, associate relations and HR business partners.

Rick helps create and implement HR strategies that engage associates. He drives change, management, culture and communication initiatives while providing HR leadership in helping Follett meet and exceed its objectives.

Prior to joining Follett, Rick's nearly 25-year career in human resources included leadership positions at ConAgra and Lewis Bakeries, Inc., where he served as a vice president of human resources for both companies.

Rick holds a B.A. in human resources management from the Purdue University Krannert School of Management.

John Fitzgerald, Senior Vice President and Chief Financial Officer

John's successful finance career spans 30 years. His track record from both a finance and accounting perspective as well as his broad exposure to all aspects of retail and wholesale operations and ecommerce makes him an ideal fit for his role as CFO at Follett.

John comes to Follett from Carnival Corporation, where he served as the vice president of finance for shipboard operations, their multibillion-dollar Carnival Cruise Line division. In this role, he was responsible for driving financial and operational improvements, including accountability over accounting, payroll, planning, forecasting, operational analysis, internal control and development.

Prior to Carnival, John spent nearly 20 years with The Timberland Company, where he was the corporate controller and chief accounting officer.

John holds a B.S. in accounting from the University of Denver and an M.B.A. in finance from Bentley College. He is also a certified public accountant.

Carol Winter, Senior Vice President, General Merchandise

In 2000, Carol joined Follett, bringing her extensive background in the retail industry with a strong track record of results and over 20 years of merchandise experience. She began her career with Macy's, where she held a number of progressively responsible positions in various merchandise categories. In 2009, Carol expanded her responsibilities to all non-course material product categories, including apparel, gifts, trade, computer products, supplies and convenience.

Carol's most recent position prior to joining Follett was senior vice president, general merchandise manager for Parisian, a division of Saks Fifth Avenue, overseeing an annual sales volume of \$300 million.

Carol holds a B.S. degree from Iowa State University.

Roe J. McFarlane, Senior Vice President, Product Development

Roe joined Follett in 2013, and he is responsible for the product strategy and innovation of the company's retail ecommerce solutions in service to universities, students and institutions across North America. He oversees Follett marketing, ecommerce technology and multiple ecommerce channels, including eFollett.com, Skyo.com and Follett Virtual Bookstores.

Prior to joining Follett, Roe was at Redbox Automated Retail, where he served as the vice president of product innovation and customer experience. At Redbox, Roe managed a team responsible for user experience and design, product prioritization, alternative payments and gifting across all consumer channels (Web, mobile, kiosk, API and campaign management).

Before working at Redbox, Roe was vice president of product management and Innovation at RR Donnelley, where he was instrumental in growing the company's digital service offerings leveraged by its Fortune 500 customer base.

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

Robert Scholl, Senior Vice President, Retail Operations and Sales

Robert "Bob" joined Follett in March of 1999. He is directly responsible for leading ten vice presidents in the areas of sales, service and operations for Follett's 1,200+ retail operations on college and university campuses. Prior to Follett, Bob worked at LensCrafters for seven years, where he was regional director of operations.

Bob holds a B.A. from Xavier University.

Patrick Usher, Senior Vice President of Sales & Marketing

Patrick has been with Follett since 2009 and in that time has achieved excellent results while leading Follett's sales team through a rapidly changing market. Under his leadership, Follett continues to successfully engage impressive new clients and renew contracts with valued and prestigious campus partners. Most recently, in June of 2012, Patrick assumed management of Follett Virtual sales, broadening his role to include new business for career colleges in the virtual bookstore space.

Prior to joining Follett, Patrick served as sales director at Sun Microsystems. He attended Indiana State University and holds an M.B.A. in marketing and finance from Northwestern University's Kellogg School of Management.

Rekha Jones, Vice President and Human Resources Business Partner

Rekha brings to Follett more than 20 years of solid HR experience and a well-rounded background, including retail, in corporate and divisional settings. She began her career in HR in 1995 as a Staffing Consultant for Initial Staffing in Chicago. In 1997, she took on the role of Human Resources Analyst with 360° Communications, also in Chicago. She soon joined the Human Resources team at Ace Hardware in Oak Brook, IL, holding several positions of progressive responsibility throughout her 15-year tenure with the company. As Director of HR at Ace, Rekha led and directed talent acquisition, employee relations, performance management, policy administration and diversity initiatives for 4,500 employees. Most recently, Rekha served as the Vice President of Human Resources for Ceannate Corp in Rolling Meadows, IL, where she led a team of 32 HR, recruitment and training professionals. Her accomplishments included transforming HR from a transactional function to a strategic business partner, all while meeting and exceeding the demands of a fast growing company.

Rekha holds a Bachelor of Science in Psychology from the University of Illinois at Urbana-Champaign.

Jennifer Hatton, Vice President of Operations, Course Materials

Jenn began her career at Follett as a temporary associate in 1993 and quickly moved through the ranks with roles and opportunities at all levels of store operations. With more than 20 years of Follett experience and vast knowledge of Follett's store operations and course materials business, Jenn now leads our course materials organization. In her previous role as Vice President of Sales and Operations, Jenn focused on increasing store efficiency and operational success while improving customer service. She has also served as a key resource for support and direction on many strategic Follett initiatives, including several high-profile projects.

Jenn has a B.S. from the University of Georgia and an M.B.A. from the University of Miami.

Kieran Keenan, Vice President, Transitions, Retail Operations, Communications and Training

Kieran joined Follett in 1981 as an Assistant Manager at Florida Community College in Jacksonville. Kieran progressed through the ranks in Retail Operations, managing an impressive number of stores and regions until 1999 when she was promoted to Group Vice President. In 2012, Kieran took on a new role as Vice President, Store Transitions. Along with her leadership of the Transitions group, Kieran also oversees Follett's Retail Operations Process, Communication and Training teams.

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

Mike McEneany, Vice President of Marketing, Eastern Region

Mike is responsible for all customer relationships and partnerships for the Eastern Region. Mike joined Follett in 2007, and brings over twenty years of experience in sales leadership and marketing responsibilities across a broad base of industries. Mike received his Bachelor's degree from Eastern Illinois University and his MBA from Lake Forest Graduate School of Business.

David Klein, Group Vice President of Sales & Operations

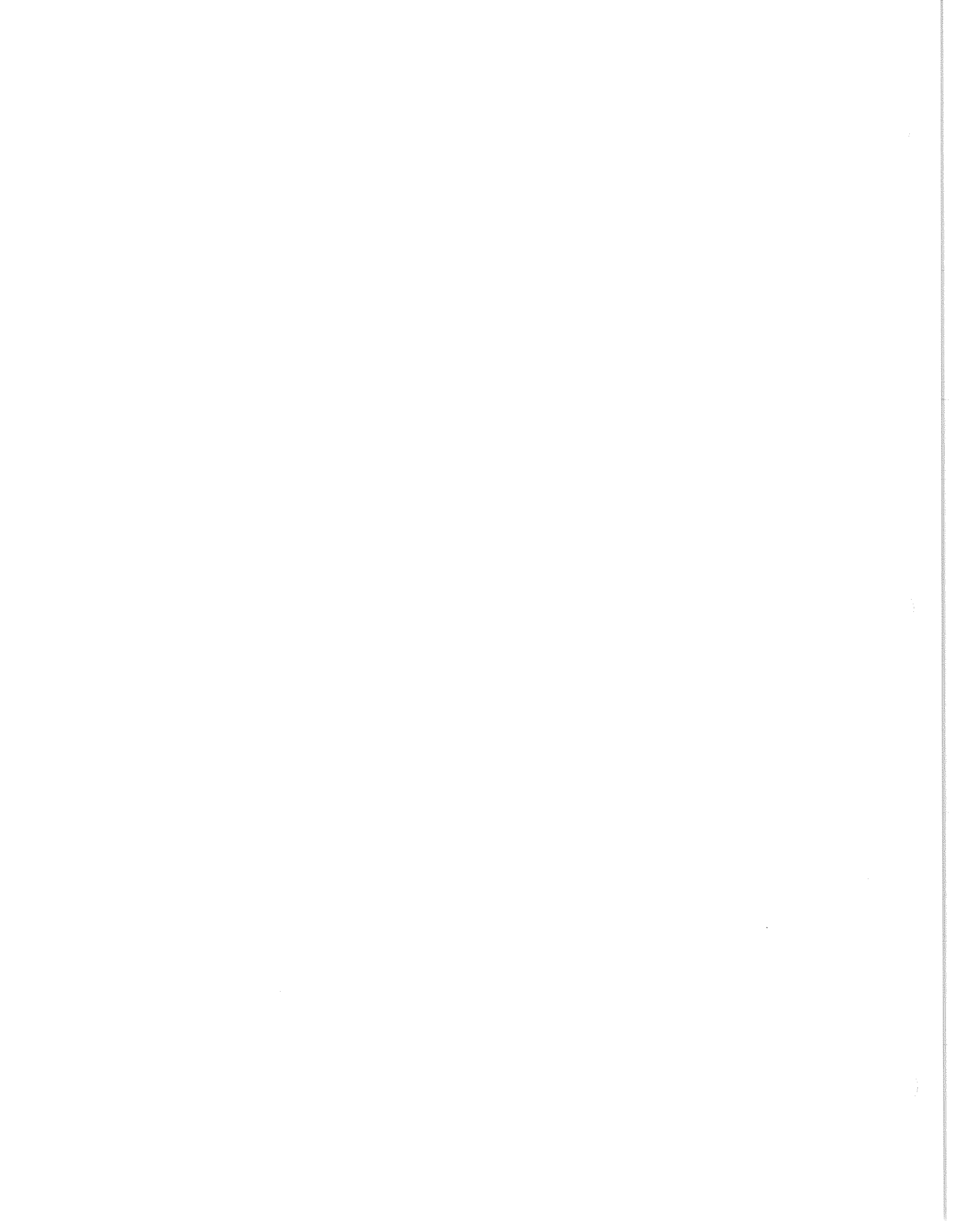
David has been with Follett since 1984, serving as Store Manager at Ramapo College of New Jersey and SUNY at Buffalo prior to being promoted to Regional Manager where he was responsible for stores in New York, Ohio, and Pennsylvania. For the past 10 years, David has served as Group Vice President, Northeast, responsible for store operations in New York, New Jersey, Pennsylvania, West Virginia, Ohio and all of New England. David has served as group vice president. His responsibility since he has been group vice president has been overseeing the Starbucks at Fairfield University and other Follett cafés since February 2012. David attended the University of Kentucky.

Bert Ramgren, Regional Manager

Bert has a degree from Fitchburg State College. He has been in the college bookstore business for almost thirty years, starting as a Bookstore Manager for Kingsborough Bookstores. He then joined Brennan College Services and served as Bookstore Manager at multiple locations before being promoted to District Manager. Bert assumed a role of Regional Manager when Follett acquired Brennan. Bert is responsible for the sales and operations of stores in central and western Massachusetts..

2. Customized Bookstore Services. Describe your plan to accommodate customized Bookstore services that would include Bus Passes and Postage Stamps.

Follett routinely provides specialized services for the campuses we operate including the sale of Bus Passes and Postage Stamps. We would work closely with your current store team to continue a seamless operation of such services.



Customer Service

1. Customer Service. Describe in detail how your company will provide excellent customer service at the Bookstores.

Customer Service

Follett's dedication to service reaches far and wide. Our commitment starts by partnering with colleges and universities to realize their goals on campus and to create unique solutions. We enhance a student's education experience through the products and services offered in the campus store. Our support continues by assisting faculty with the course materials adoption process and the support needed to drive down course material costs. Finally, we are dedicated to providing a hassle-free customer experience in-store and online with each customer we touch.

We are structured in a way that puts customers first, and their satisfaction is our #1 goal. Follett-managed campus stores are known for their exceptional customer service, making the shopping experience enjoyable.



Hassle-Free Shopping Experience

Follett is dedicated to delivering a noticeably more convenient customer shopping experience, both in-store and online. To that end, we are constantly working to ensure that our stores are clean and bright, with well-presented merchandise, accurately signed and priced, and placed where our customers expect to find it.

We also ensure that we have personable, knowledgeable and available associates to assist customers – from the moment they walk through the door through checkout, which we make fast, friendly, efficient and accurate.

We have identified customer intimacy and superior customer service as a core competency and an attribute that is critical to our continued success. Follett's long-term strategy revolves around enhancing our customer relationships in a multitude of ways.

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

Don Germano
Follett Higher Education Group President

As an organization, we have identified customer intimacy and superior customer service as core competencies. These attributes are critical to achieve our goals as value added partners to Quinsigamond Community College. We recognize that each time a customer walks into the Quinsigamond Community College bookstore a perception is formed—from the way they are greeted when they first enter the store to how quickly their transaction is processed. This service experience is critically important as the bookstore is a direct reflection on your school. In fact, statistics show that one of the first places a new or prospective student visits is the bookstore.

The definition of "world-class" service differs for each school based on their unique culture and expectations. However, there are "absolutes" that exist in academic retailing that support a world-class operation and these elements are listed below:

- People
- Product Selection
- Physical Space
- Measurement
- Destination/Lasting Impression

People

Service is a by-product of the people employed within the store and how they interact with each and every customer. We firmly believe the bookstore is a reflection of your school, whether the store is visited by current or prospective students, faculty and staff, alumni or parents, they need to have a shopping experience that promotes the brand name of Quinsigamond Community College, and it is the employees' responsibility to create the culture of service. We recognize the importance of people and that is why Follett spends more money on recruitment, training and development of staff than all of our competitors. For your reference, page 38 will provide greater detail on the Training and Development programs at Follett.

The bookstore employees set the tone for the customer experience and build the relationships on campus. As part of this proposal, Follett will gladly hire the Quinsigamond Community College bookstore employees who over the years have developed relationships that are at the heart of good customer service.

Product Selection

While people embody the spirit of the store, product selection determines the desire to shop the store and is integral to creating a world-class academic bookstore. A well-run bookstore must be in tune with needs of the academic institution. This includes course materials, trade and general books, school supplies and general merchandise. Customers must know that their campus store is a place for desired product availability. Product selection and customer service go hand-in-hand; for one without the other creates a missing link to a successful shopping experience. Please see page 77 on trade books, and general merchandise beginning on page 71 where we discuss in greater detail our capabilities.

Physical Space

The store impression is a factor of many of the elements discussed above, but it also includes "the look" or the physical features of the store itself. A successful bookstore has the necessary physical components that enhance the shopping experience, including space and architectural elements, product displays, and appropriate signage. The physical space must live and breathe Quinsigamond Community College and incorporate elements of your great campus tradition as a part of the space itself.

Measurement

In order to continue to reach new heights in your operation, you must benchmark yourself against word class service operations and identify opportunities for improvement within your own stores. Failure to establish metrics on service will cause missed critical elements to the shopping experience that can be improved. Follett believes strongly in measuring continual improvement.

Measurement is a critical element of ongoing success and we routinely measure and provide a review process to track success through our Strategic Partnership Review (SPR) that highlights:

- Campus store sales and trends, overall and by department
- Online course material delivery statistics
- Industry trends and where Follett is positioned to support the campus
- System enhancements to drive student engagement
- System enhancements to support course material delivery for students and faculty
- Student savings programs for course materials
- Customer service staff training
- New merchandise programs

While we hope that you'll visit the campus store on a regular basis, our Strategic Partnership Review will draw your attention to things that you can't see or might not notice during those visits.

Our college and university clients really appreciate our Strategic Partnership Review, as it establishes an open, honest and ongoing dialogue where we can assess all information and progress together while making any necessary adjustments to enhance and optimize the program.

Destination/Lasting Impression

When all of the elements identified above are done well, the end result is a lasting impression. That lasting impression has a tremendous impact on potential repeat purchases and satisfied customers. Through conversation or "word of mouth," the satisfied customer will describe their positive shopping experience at the Quinsigamond Community College bookstore with statements such as:

- "The employees at the bookstore were very hospitable, providing exceptional service, catering to each of my needs..."
- "The new product selection at the bookstore was outstanding. They had the latest fashions in..."
- "From the moment I walked in the bookstore, I felt the tradition of Quinsigamond Community College reflected in..."

World-class customer service is a constant journey. Your bookstore partner should always be looking for ways to increase sales, and the shopping experience within the store should reflect the uniqueness of your campus. Our commitment to Quinsigamond Community College is to create a world-class bookstore that embodies the spirit and heritage of your school while meeting the increased needs of your students, faculty, staff, alumni and community.

2. Customer Feedback. Describe the methods your company will use to obtain regular feedback from Bookstore customers to ensure a high level of customer satisfaction.

Partnership / Relationship Surveys

A key component to growing and improving our partnership on campus is to actively ask for feedback from our valued stakeholders, which is why we are committed to regularly surveying our campus contacts. We want communication to be the foundation of our relationship, allowing for open discussion and collaboration. It is our desire to be your trusted partner and feel that our role starts with great customer service.

Campus Store Advisory Council

Throughout the years, Follett has experienced rich campus relationships and has increased customer satisfaction when an active Campus Store Advisory Council is created to provide guidance to the store.

We will work to establish a Campus Store Advisory Council on your campus which consists of students, faculty and administration. This will allow us to learn and better understand how to meet and exceed the expectations of the campus community. The Council serves as a committee to review and recommend store operating policies, and to provide guidance to both the campus store and the institution on store matters.



Dedicated Account Team

A dedicated account team, consisting of a marketing vice president, regional vice president and store manager, will be committed to understanding the specifics of your institution's needs and will work to respond to those needs as soon as they arise. You can rest assured that your school's best interest is top of mind and that our position as a dedicated partner is vital to our relationship.

3. Customer Service Training. Describe your customer service training program for the Bookstores Staff.

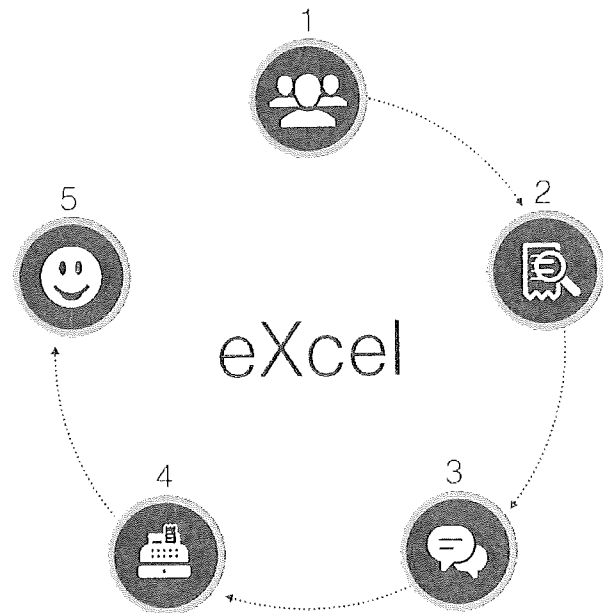
Customer Service Training

Training new associates in customer service is a priority at Follett. Our comprehensive New Associate Onboarding Program addresses everything that a new team member needs to know about our industry, our company, their position and their role in providing attentive and memorable customer service.

Follett is committed to delivering a noticeably more convenient customer shopping experience, both in-store and online. To that end, we are constantly working to ensure that our stores are clean and bright, with well-presented merchandise, accurately signed and priced, and placed where our customers expect to find it.

We also ensure that we have personable, knowledgeable and available associates to assist customers the moment they walk through the door, all the way through checkout, which we make fast and efficient yet accurate and enjoyable.

We have identified customer intimacy and superior customer service as a core competency and an attribute that is critical to our continued success. Follett's long-term strategy revolves around enhancing our customer relationships in a multitude of ways. Through eXcel, our comprehensive customer service training program, we provide our associates with the tools that they need to achieve stronger customer ties. Here are the key steps to eXcel:



1. **Engage the Customer** – smile, make eye contact and find a connection
2. **Explore Customer Needs** – ask questions, make eye contact and find a connection
3. **Collaborate to Find Solutions** – develop product knowledge to share features and benefits, cover all the bases and make the most of your team
4. **Execute the Transaction** – make a smooth transition, continue the connection and complete the transaction accurately
5. **Leave Them Smiling** – invite the customer to return and share any important information

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

4. Refund Policy. Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, etc., and general merchandise.

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

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

5. Textbook Rental Collection Process. Describe your textbook rental collection process for textbooks that have not been returned by students, including fees assessed for textbooks that have not been returned, and third-party collection agencies utilized to collect rental textbooks.

If a rental book is not returned by the Rental Return Date, "non-return charges and processing fees" will be charged to the renter's credit card or debit card on file which is provided during the registration process.

- **Non-return charge** - cost of replacing the textbook that was not checked-in.
- **Processing fee** - labor costs required to replenish the textbook that was not checked-in.

It is our goal that customers return rental titles to maintain their cost advantage of renting, as well as make the book available to rent to another customer. Reminder emails are sent to the customer, which is why providing a valid email address during the registration process is critical. We at Follett understand that there may be unique circumstances as to why a student could not return a rental title during the return period. Our Store Managers have the autonomy to make a decision to waive such charges when necessary.

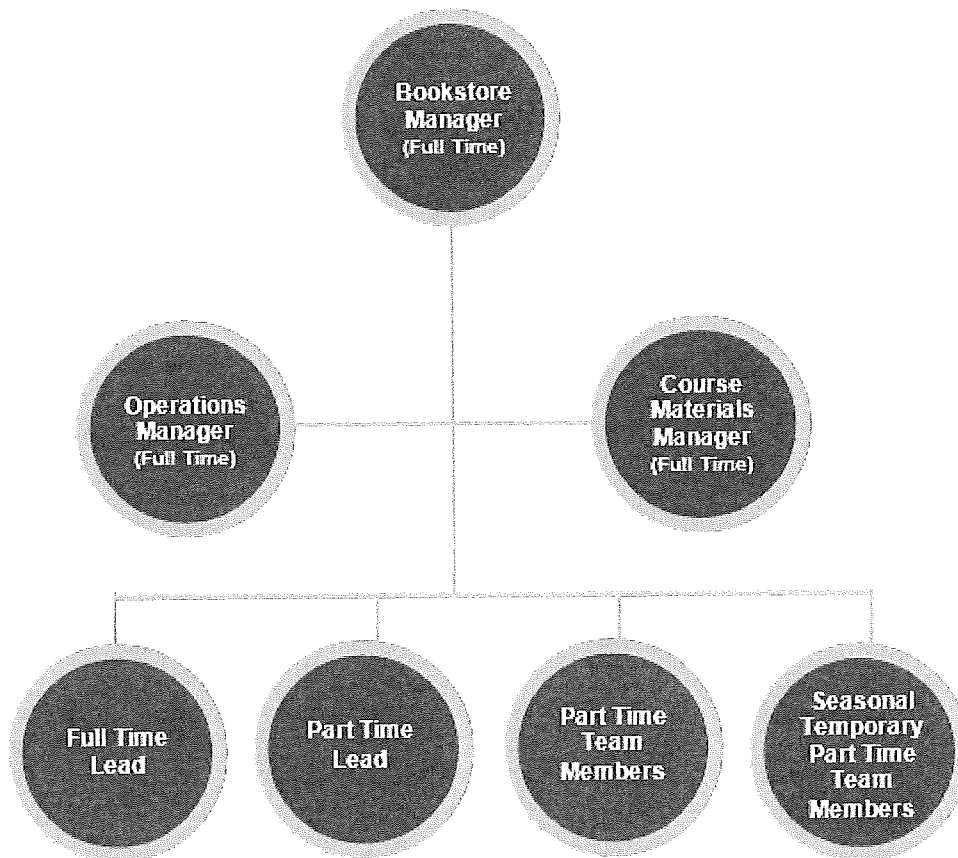
6. Hours of Operation. Describe your proposed hours of operation for the Bookstores.

Follett will set its business hours in accordance with the hours of the current operation. Follett will also embrace the Quinsigamond Community College 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.

Staffing / Personnel

1. **Bookstore Organization Charts.** Provide your proposed organization chart, staffing plan, and reporting structure for each Bookstore. Please indicate full-time positions and part-time positions for each Bookstore.

Follett maintains recommended staffing guidelines to provide an organization structure enabling high service and efficiency standards. Below is a current recommendation in keeping with those guidelines.



2. Describe your:

- **Personnel Policies**

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

Communication

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

General

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

Employee Relations

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

Recruitment

Background Check
Employee Referral Program

Standards of Conduct

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

The Follett Corporation has been in business for over 140 years. It has worked hard to establish a reputation for integrity and fairness with customers, suppliers, employees, shareholders, communities and government entities.

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

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

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

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

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

Definitions

Follett: Follett Corporation and any of its departments, divisions, or subsidiaries.

Follett person: Any director, officer, manager, or employee of Follett Corporation or any of its divisions or subsidiaries.

Theft

No Follett person will steal, embezzle, or wrongfully take any money, goods, services, or benefits belonging to Follett or any customer, supplier, or any other person or organization.

Improper Payments to Others

1. No unethical or illegal means will be used to get business. No direct or indirect payments, gifts, contributions, services, bribes, kickbacks, payoffs, or any offers or promises of anything of value will be made to any organization, firm, or individual to procure orders, contracts, or favorable treatment.
2. Lawful, established discounts and allowances may be offered and given to customers. Reasonable sales promotion items or other reasonable gifts may be given. Persons with

ability to influence the company's business may be entertained. Entertainment expenses should be reasonable and in relation to anticipated business opportunity. Unusual entertainment expenses must be cleared in advance with a corporate officer.

3. Any commissions, fees, bonuses, allowances, or other payments made to any organization or individual must be reasonably related in value to the service rendered or benefit received, must be recorded, and must not be illegal or in violation of other parts of this Code.

Improper Payments from Others

1. No Follett person will accept a payment, gift, contribution, commission, property, or service for any purchase, payment, or action of Follett or for any promise of purchase, payment, or action by Follett. No Follett person will accept any bribe, kickback, payoff, or anything of value, or any promise of such which might appear to place Follett or Follett persons under obligation.
2. Follett persons may accept nominal gifts and customary entertainment as part of continuing relationships with suppliers or others so long as the value in the aggregate during any fiscal year is reasonable in terms of the business relationship, and such gifts and entertainment, if valued in excess of \$100, are promptly disclosed to the Follett person's supervisor.
3. A Follett person may accept free lodging or meals in a customer or supplier facility so long as it is on Follett business and is noted on the expense report.

Antitrust Compliance

1. No Follett person shall enter into any agreement or understanding with a competitor, express or implied: (a) to fix prices or other terms or conditions of sale; (b) to divide a market by allocating customers, territories, products or services; (c) to refuse to do business with a third party; (d) to limit or reduce sales to a particular customer or market; or (e) regarding whether to bid, or the prices or terms to be bid, in response to any bid request.

2. No Follett person shall provide to, or request or receive from, a competitor, any non-public information concerning prices or other terms of sale.
3. No Follett person shall: (a) fix the price at which a reseller must resell the Company's products; (b) threaten a reseller with termination for failure to adhere to specified prices; or (c) communicate with a reseller concerning the pricing practices of another reseller.
4. Unless approved by an appropriate corporate officer, no Follett person shall enter into any express or implied agreement or understanding with any person, even though not a competitor, to refuse to deal with any other person or entity.
5. No Follett person shall enter into any express or implied agreement or understanding with any supplier regarding prices or terms for resale of any product or service obtained from that supplier.
6. No Follett person shall: (a) require a customer purchasing one product or service to purchase another product or service; (b) require a customer to purchase a product or service as a condition of the Company's purchase from the customer; or (c) prohibit a customer from purchasing products or services from a competitor.
7. No Follett person shall contemporaneously sell like products to competing customers at different prices.

Standards for Business Relationships

1. Follett persons will always treat with respect customers, suppliers, coworkers, applicants for employment, and others whom they encounter in a business capacity.
2. Discrimination or harassment of customers, suppliers, coworkers, applicants for employment or others on the basis of race, religion, sex, sexual orientation, age, disability or national origin will not be tolerated by Follett persons.

3. A Follett person may not use his or her position with Follett to influence the behavior of a customer, supplier, coworker, applicant for employment or other person for the principal purpose of deriving a personal benefit.
4. A Follett person may not use Follett letterhead, telephones, computers or other communications facilities (a) to create the impression, without authority, that any communication has Follett's official sanction; (b) for any illegal or immoral purpose, any political purpose, or any commercial purpose other than official Follett business; or (c) for personal purposes other than reasonable, customary, non-confidential communications.
5. When procuring goods and services for Follett, Follett persons will select reputable and responsible vendors, and will avoid sources whose business practices do not meet Follett's standards of ethical conduct and corporate citizenship.

Proper Recording and Accounting

1. No sales, receipts, disbursements, purchase or rental of assets, disposition of assets, or any other financial transaction shall take place without being promptly and correctly entered upon the regular books and records of Follett. All entries shall be made in accordance with Follett policy, generally accepted accounting principles, and legal requirements. No false or artificial entries will be made.
2. No Follett person shall take any action to improperly influence, coerce, manipulate, or mislead any accountant, auditor, or other person, with the purpose or effect of causing the books and records of the company to not meet generally accepted accounting principles or to violate any legal requirement.

Political Contributions

No direct or indirect contributions of money, property, or services shall be made to assist any candidate for political office or to benefit any political party. Follett stationery or other Follett identified materials will not be used for personal

political communications. Nothing in this Code shall prevent any Follett person from making contributions of his or her own funds or time to any political candidate or organization.

Conflict of Interest

1. No Follett person will use any assets, funds, or other resources of Follett for personal benefit or for the benefit of another person or organization, unless such use serves the best interests of Follett in the normal course of business.
2. No Follett person will have an outside business activity or interest which might affect that person's ability to act in Follett's best interests. If there is a possibility that an outside activity may be a conflict of interest, it must be reported to one's superior and noted on the Certificate of Business Conduct.
3. No Follett person will use the company name or letterhead in solicitations or other non-business activities.
4. If circumstances arise where it is in the best interest of Follett to deal with outside organizations associated with Follett persons, including Follett shareholders, such dealing will be approved in advance by the Board or an appropriate officer with no interest in the matter. No dealings between Follett and outside organizations associated with Follett persons may be approved unless they are on terms as favorable to Follett as could have been obtained from unrelated parties. Further, any such dealings shall be fully documented by purchase orders, requisitions, invoices, and similar written records and authorizations. Any employee who believes that he or she is about to enter into such dealings shall seek advance approval from the Board or an appropriate corporate officer before going ahead with any transaction.
5. No relative of a Follett person will be employed by and work in a division or department controlled or managed by that Follett person without advance clearance from the President or Chairman.

Information Handling

1. Confidential company information known by Follett persons will not be disclosed to any individual or organization not authorized to have such information. This includes information stored in company computers and intranets, which is subject to the same restrictions on disclosure as other company confidential information.
2. Information given to Follett persons by an outside customer, supplier, or other source, which is known or reasonably should be known to be sensitive or confidential, will not be disclosed to any unauthorized person, either inside or outside Follett.
3. No Follett person will buy or sell, or recommend to others to buy or sell, any security or other property interest based on knowledge obtained from association with Follett but not generally available to the informed public.

Copyrighted Materials

1. It is the policy of Follett Corporation to respect the intellectual property rights of others. Except for legally permitted "Fair Use," or routing of original publications, no Follett person will use or copy any copyrighted materials, whether textual, graphical, or musical, and whether in printed or electronic form, without permission of the copyright owner.
2. In particular, software protected by copyright will not be copied for either personal or company use without permission of the copyright owner. This includes software available from outside sources as well as software created by Follett. Uncopyrighted software created by or for Follett is a company asset and may involve important trade secrets. Such software may not be copied nor be used for personal benefit or gain.

Legal Proceedings

1. Follett persons shall immediately notify the Corporate Counsel or an appropriate officer of any impending or active legal proceedings which might involve Follett or which might potentially damage Follett's reputation, either by involvement of the company or by involvement of any person connected with the company.
2. No Follett person is authorized to break any law of any government unit on behalf of the company or in pursuit of company business. No Follett person shall induce or attempt to induce anyone else to break the law.

Promises and Commitments

No Follett person shall make any promises, commitments, pledges, or representations which the person is not authorized to make or which the person has reason to believe cannot be kept.

Code Operation

1. Every Follett director and officer, and every regular full-time and regular part-time Follett employee will read the Code of Conduct and sign the Certificate of Business Conduct at the time of appointment or hiring, and annually thereafter. Good business conduct is important for every Follett person. The Code of Conduct should be made available to every employee, but especially to those who handle significant sums of money or assets, make purchasing decisions, represent the company in important business solicitations, or handle confidential information. Signed certificates will be retained in Follett's permanent files. If a conflict arises after an employee has signed the Code, the employee must disclose the new circumstances to an appropriate corporate officer immediately.
2. Wherever in this Code approval or notification of an "officer," "corporate officer" or "appropriate officer" is required or permitted, such approval must be sought from, or notification made to, either the corporate Chairman or the corporate President. Questions of conduct will receive the highest priority whenever raised by persons inside or

outside the company. Managers must respond promptly to any matters regarding conduct covered by this Code. Any matters which cannot be promptly resolved or which require interpretation should be taken to the President or Chairman and need not pass through normal business channels. Any person with a concern relating to Code of Conduct matters may bypass his or her immediate superior and go directly to the President or Chairman, or may bypass these persons and go directly to the company's toll-free anonymous ethics and compliance telephone hotline.

3. Both the internal auditors and the outside auditors will investigate and audit compliance with this Code.
4. This Code of Conduct applies to all directors, officers, and employees of all departments, divisions, subsidiaries, and operations of Follett Corporation.

Employee Grievance Procedures

Follett's policy is to treat all associates fairly and equitably. We are sensitive to the fact that any associate may from time-to-time have a grievance, problem or complaint regarding his or her condition of employment. The Company believes that every associate is entitled to a full hearing on complaints or grievances without retaliation. Open communication with associates provides an early warning system which can enable associates and the Company to resolve complaints and grievances before they become costly, major problems. Every manager and supervisor is expected to fully support this policy.

Complaint Response Procedures

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.

- **Hiring Policies, including required qualification for Bookstore Managers**

Human Resources

People

Follett's Human Resources team brings industry-leading talent acquisition, benefits and learning and development together in a career-enhancing package for our associates and yours. These resources will be available to assist the growing and changes needs of your campus store. As mentioned earlier in our proposal, we are committed to the hiring of your current staff and their present income levels in compliance with the Privatization Law of the State of Massachusetts, and we look forward to the transition of these associates to Follett. In this Section we are providing an overview of our Human Resource capabilities for your reference.

A cornerstone of our Human Resources business strategy can be summarized in just three words: attract, develop and retain. We work hard to maintain the cutting-edge skills of our associates so they can contribute to our company and customers at the highest level always providing a hassle-free experience.



Trade Area at College of DuPage

Proactive Talent Acquisition

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

- Creative and innovative sourcing techniques
- Networking
- Comprehensive management training program
- Internships (retail store management and home office)
- Succession planning
- On-campus recruiting and job fairs
- Career development positions for students
- Associate referral program

Our Talent Acquisition team understands the cultural demands and skill sets necessary for each particular market throughout the U.S. and Canada. This approach gets results, as our average time to fill management positions is just 45 days – an outstanding statistic attributable in part to a high percentage of internal promotions.

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

Stacy Zapko
Follett Group Vice President,
Store Operations

Competitive Compensation

Follett delivers a competitive wage to all its associates. We believe an associate’s performance should be the primary driver of wage increases. To that end, our compensation processes promote a fair and accurate review of wages for all associates. This process has been streamlined through our human resources management system, “myHR.” This tool provides managers with online access to compensation and associates’ profiles.

Team Member Recognition

To demonstrate our emphasis on customer service excellence, Follett formally recognizes associates who exemplify our Follett Values with the following awards:

- The P.R. Litzsinger Awards are presented to store managers who demonstrate exemplary performance through operational excellence and customer service, while consistently exhibiting the Follett Values.
- The Follett Career Celebration Program provides recognition and expresses appreciation for continued years of service. Associates earn a service award at 3 years, 5 years and every 5 years thereafter.

- The Follett Values Recognition Program is designed to reinforce the Follett commitment to its core values by recognizing those associates who make a true difference with our customers by living the Follett Values.

Comprehensive Training Programs

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

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

On-going Education Program

In addition, Follett associates are eligible to receive tuition reimbursement for job-related courses. Degree-related courses are reimbursable for associates who are interested in furthering their careers with Follett.

We Value Diversity

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

Equal Opportunity Employer

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

Bookstore Manager Job Description and Qualifications

As requested please find the following job description we would typically post for the position of Store Manager.

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

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

Educational Requirements:

Bachelor's Degree

Related Experience:

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

- **Benefit Programs**

Excellent Benefits

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

- Choice in major medical/dental coverage
- Prescription drug coverage, discounts and mail order program
- Vision coverage
- Life insurance
- Short-term/long-term disability insurance
- Accidental death insurance
- Dependent life insurance
- Profit sharing/retirement savings
- 401(k) plan with corporate contribution and immediate vesting
- Flexible spending accounts
- Pet insurance
- 529 college savings plan
- Tuition reimbursement
- Matching gifts
- Pre-tax transportation accounts
- Adoption financial assistance
- Follett Worklife Solutions
- Follett Educational Foundation scholarships
- Associate discounts
- Service awards

Learning and Development

At Follett, we believe in developing our in-store and home office associates from their first day of employment and throughout their Follett career. Across our entire organization, we train our associates in their individual roles and as part of a team to ensure we service both our internal and external customers consistently and to the highest degree possible. We also cross-train our in-store associates to create experts in retail experiences and to build on their individual training foundations.

We leverage a Learning Management System (LMS) to create an associate training "transcript" so that we can continually develop learning plans for every step in an associate's career at Follett. Our program consists of several units and foundational bases to ensure consistent and predictable outcomes to support our campus stores and to track learning completion.

Whether we are hiring new associates, transitioning existing store associates or promoting current associates within the organization, our learning and development program has been designed to explore and expand on "core business" topics and units.



New Associate Onboarding

When a new associate joins the team they are enrolled in Follett's New Associate Onboarding (NAO) training program. The program builds from basic topics to advanced leadership topics to support new associates in learning their responsibilities.

New Manager Onboarding

New managers are enrolled in the New Manager On-Boarding (NMO) training program. Both NOA and NMO programs cover different training topics and utilize various methods to deliver content. The program uses workbooks and is supported with videos, tutorials and simulations called "See it. Try it." This allows the associate and manager to experience real-life scenarios in an educational environment, furthering their knowledge and skills to support their learning.



New Manager Class

A campus store manager is the face of Follett on your campus and we invest in that connection. All new managers attend a virtual New Manager Class after they complete the New Manager On-Boarding (NMO) training program within their first 120 days on the job. This virtual class builds upon the concepts taught in the New Manager Onboarding program and allows them to interact with various subject matter experts from the home office.

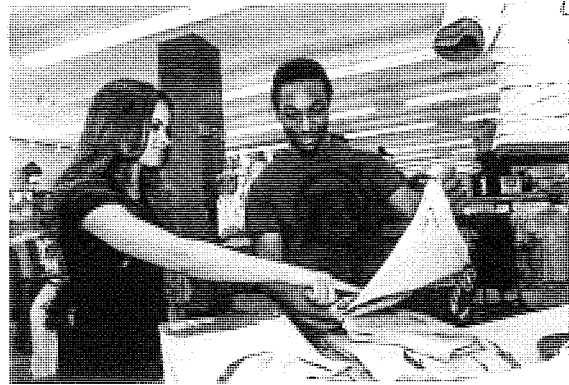
Continuing Training Opportunities

Follett believes the secret to advancement is a strong foundation and access to the right tools. Our training modules consist of Soft Skills, the Basics, Coaching and Technical Topics, along with specialized tutorials on a variety of subjects. In our effort to find better ways for people to learn more efficiently, we have recently adopted 5, 10 and 15 minute mini-training sessions called Quick Coach – which shows an associate tips and tricks for overall business acumen.

Student Associates / High Performers

We recognize that motivated student store associates provide an up-and-coming 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 nine-week “boot camp” program that encompasses two to three weeks of training at the home office, consisting of both classroom and field study, followed by six to seven weeks at their home store with coaches. But, we don’t stop there – we believe our managers should learn and grow just like the ever-evolving campus store environment.

We continually send our new store managers “pop-up” homework assignments and special tasks modeled after real-world situations. New store managers also travel with Regional Managers to learn more difficult tasks, like how to prevent “shrink” at their campus stores.



Training Store Managers – Ongoing Communication

Due to the fast pace of the campus store industry, our store managers need a constant stream of information and training to keep pace with the demands. To supplement our training, we have identified a talented group of managers, called Training Store Managers (TSMs), who excel at their store operation. Home office trainers hold monthly conference calls, webinars and strategy sessions with these TSMs to discuss and implement both policy and tactical tasks. These TSMs give our home office trainers a group of experts to gain the valuable insights needed to run your campus store and also provide managers with access to a valuable, regional resource to bounce ideas off of, ask questions and continue their overall growth as a store manager.

3. Privatization Law Requirements. Describe your company's plan to comply with the Privatization Law pertaining to the Bookstore Employees at Quinsigamond Community College, including a rate and benefits for each position, and offers of employment to existing employees and additional requirements as described in Section 6-6.

As addressed in section 3, this Request for Bid process and the Agreement itself are governed by the provisions of Massachusetts law regulating privatization contracts, Mass. G.L. c. 7, §§ 52-55 (the "Privatization Law"). In accordance with the Privatization Law, all bids and contracts shall include provisions that the bidder agrees to the following: Please provide a plan describing how you will comply with the provisions below

A. The Bidder agrees to offer positions to qualified regular employees of QCC whose employment is terminated as a result of the privatization contract (Schedule 6A), and who satisfy the hiring criteria of the bidder.

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 hire your current full-time store employees and student workers at their current pay levels, as required by the Privatization Law. We will honor and recognize their years of service with the Quinsigamond Community College 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. Follett has been involved with a number of Massachusetts College and Universities who have engaged in a similar process in relation to the privatization of the campus bookstore operation, this includes schools within Massachusetts such as Greenfield Community College, Springfield Technical Community College, and UMass Dartmouth.

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.

B. The College has established a minimum wage rate for each position in which the successful bidder will employ any person pursuant to the Agreement and for which the duties are substantially similar to the duties performed by a regular College employee or employees. Each bidder's bid is required to include provisions specifically establishing its wage rate for each such position which cannot be less than the minimum wage rate established in Schedule 6A, and the successful bidder will be required in the Agreement to pay the established wage for each such position.

Follett can agree to this minimum wage provision as provided for within this RFP for each position posted and as illustrated in Schedule 6A, page 26 of your RFP.

C. For employees who work 20 hours or more a week under the contract, the bidder will provide health insurance that satisfies the requirements of Section 9 of chapter 118F, MGL to each employee and the employee's spouse and dependent children and pay not less than the current percentage paid by the Commonwealth for health insurance to its employees;

Follett can agree to the requirements identified to meet the needs of the Privatization Law specific to health insurance and eligibility.

D. The Bidder agrees to comply with a policy of nondiscrimination and equal opportunity for all persons protected by Chapter 151B, and take affirmative steps to provide such equal opportunity for all such persons.

Follett accepts and agrees to this provision.

Textbook Affordability / Pricing Policies

1. Textbook/Course Materials Pricing: Describe your pricing policies for textbooks/course materials and explain your plans to address affordability concerns of students.

Retail Selling Prices

Follett can agree to the pricing policies as outlined in Section 3.5B of your RFP with the exception of textbook rental pricing. Due to the variability of the rental market, Follett will be setting rental fees for each title, and any give title's fee may vary as a percentage of the retail selling price.

On coursepacks, custom materials, text "packages," "kits," "sets" and "bundles" and non-returnable and return-restricted texts, not more than publisher's list price when Follett's discount is greater than 30%, or a 30% gross margin (cost divided by .70) on net price books and list price books sold to Follett at less than a 30% discount off list, plus freight and handling costs and rounded up to the next quarter.

Pricing Policy- Textbooks/Course Materials. The contractor shall adhere to the following textbook/course materials pricing policy:

- "List-Priced" new textbooks shall be sold at no higher than list price.
- "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
- "Net-Priced" new textbooks shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
- "Net-Priced" bundled packages of course materials (e.g., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
- Course related-supplies (e.g., auto kits, nursing kits, etc.) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
- Digital course materials sold by publishers to the contractor at net-price shall be sold by the Bookstores at no higher than a twenty-five percent (25%) gross profit margin.
- Digital course materials sold by publishers to the contractor via the agency fee pricing model shall be sold by the Bookstores at no higher than the retail price established by the publisher.
- Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
- There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc. (i.e., the above formulas shall be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material).

2. General Merchandise Pricing. Describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of students.

Follett understands the sensitivity on price and hence why will charge no more than the normal gross profit for similar merchandise in the college store industry

3. Emblematic Clothing Pricing. Describe your company's plans to provide emblematic clothing at multiple price points.

Our core emblematic clothing assortment is enhanced through our Value Price Program. Under this program, we partner with our vendors in bringing great values to our stores. Value Priced items are everyday great values and include men's and women's t-shirts, sweatpants, half-zip, full-zip and regular hooded sweatshirts, etc. They are good, affordable, first-run quality items that carry opening price points that have an appeal across all demographics. These products, combined with the core assortment, offer multiple price points.

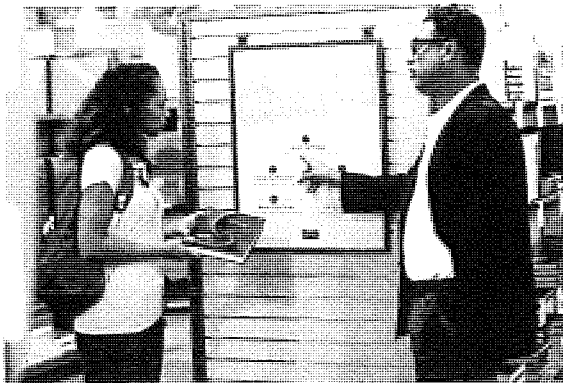
Textbook Rental Program / Used Textbook Program

1. Textbook Rental Program. Describe in detail the textbook rental program that your company will provide at each institution. Include the estimated percentage of titles that your company will make available as rental titles.

The Follett Rental Program

Follett launched its rental program, Rent-A-Text, in fall 2009. As the first large-scale change to a campus store model that stood relatively consistent for decades, Follett's Rent-A-Text is now the largest rental program in the marketplace and has reinvented the traditional campus store experience. Follett bookstores offer new, used, digital, and rental titles in-store and online. The goal of the Rent-A-Text program is to respond to our customer requests to reduce textbook pricing, while driving sales, increasing market share, and staying ahead of the competition. Savings, flexibility and convenience represent the value that Rent-A-Text brings to our customers. In the last three years alone, campus stores have driven more than \$1.3 billion in student savings, propelled largely by Follett's Rent-A-Text.

Follett's Rent-A-Text continues to grow and remains the most popular choice for students looking to save money on course materials. It's available at more than 1,200 Follett-managed stores in the United States and Canada, and is also available online through eFollett.com. Rental books savings are up to 80% less than new books.



Our Rent-A-Text program is backed by a national assortment of titles and can also be customized to each specific campus as well. Keeping faculty freedoms in mind – if any campus adopter cannot find a national rental title suitable for their own classroom use, we can make that course material rental eligible at your campus store, assuming there's a four-term adoption commitment, allowing the ability to reuse the title multiple times. Follett is committed to continuously reviewing and adding rental title options for students. We understand the competitiveness of the market place and want to provide as many cost saving opportunities for students as possible within the rental assortment.

Our National Rental program today carries over 73,000 unique titles in our rental library, making it the largest rental program offered in the market today. **We estimate that your students will save over \$600,000 annually through text rental sales through this program.** This will be an enormous benefit to your students and help them procure their materials necessary for success.

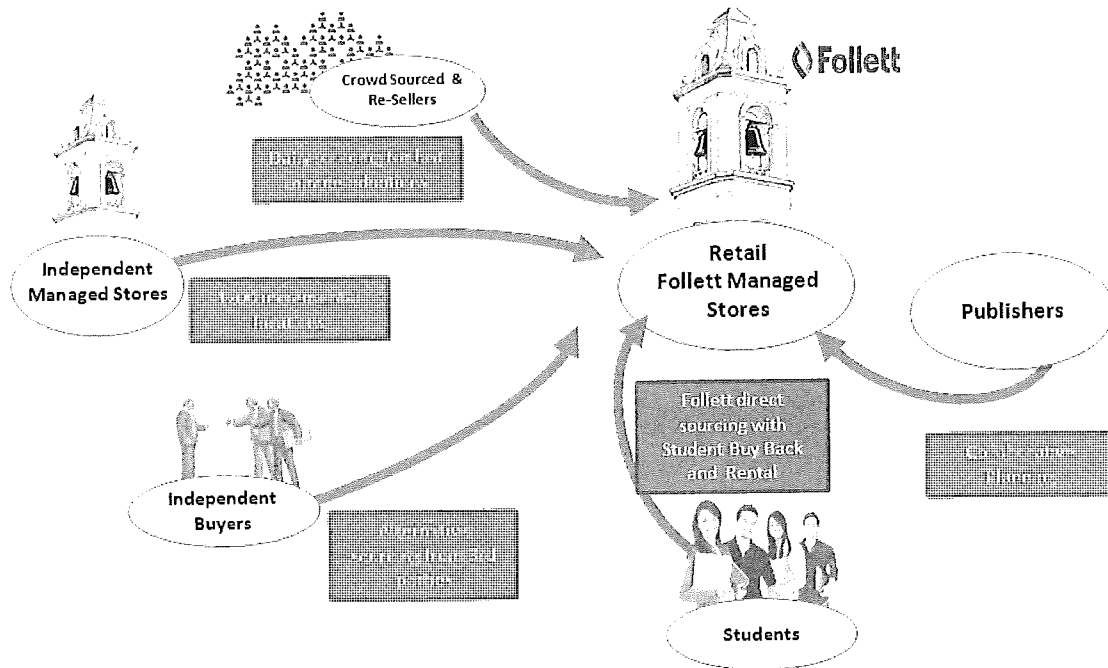
2. Used Textbook Program. Provide a detailed description of your sources for used textbooks along with a description of your textbook buyback program.

Used Books

Follett has access to more used books than any other campus store management company, with over 100,000 different titles and over 2,000,000 used books in our warehouse.

However, we don't just rely on our supply of used books. We source used books from our 1,200+ Follett-managed store locations, as well leverage our relationships with over 1,300 independently managed bookstores to acquire used books from our wholesale operation. Finally, we have active, long-standing relationships with all the largest wholesale distributors.

Used books represent a great value in college course materials today and, on average, cost 25% less than new books. With Follett, your students will enjoy the greatest selection of used books available while also helping lower their overall cost of education.



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

Buyback Program

The availability of used textbooks and a solid buyback program are important to today's cost-conscious students. Follett offers strong programs for both. Used books and buyback continue to deliver cost savings to students and parents – for a total savings of more than \$753 million in the last three years. 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 Quinsigamond Community College's locality rounded to the nearest quarter.

Online Courses

1. Online Courses. Describe in detail your plan to provide textbooks and course materials to students enrolled in the College's online courses. The on-campus Bookstore will offer textbooks on the Bookstore's web-site and will stock books for the online courses.

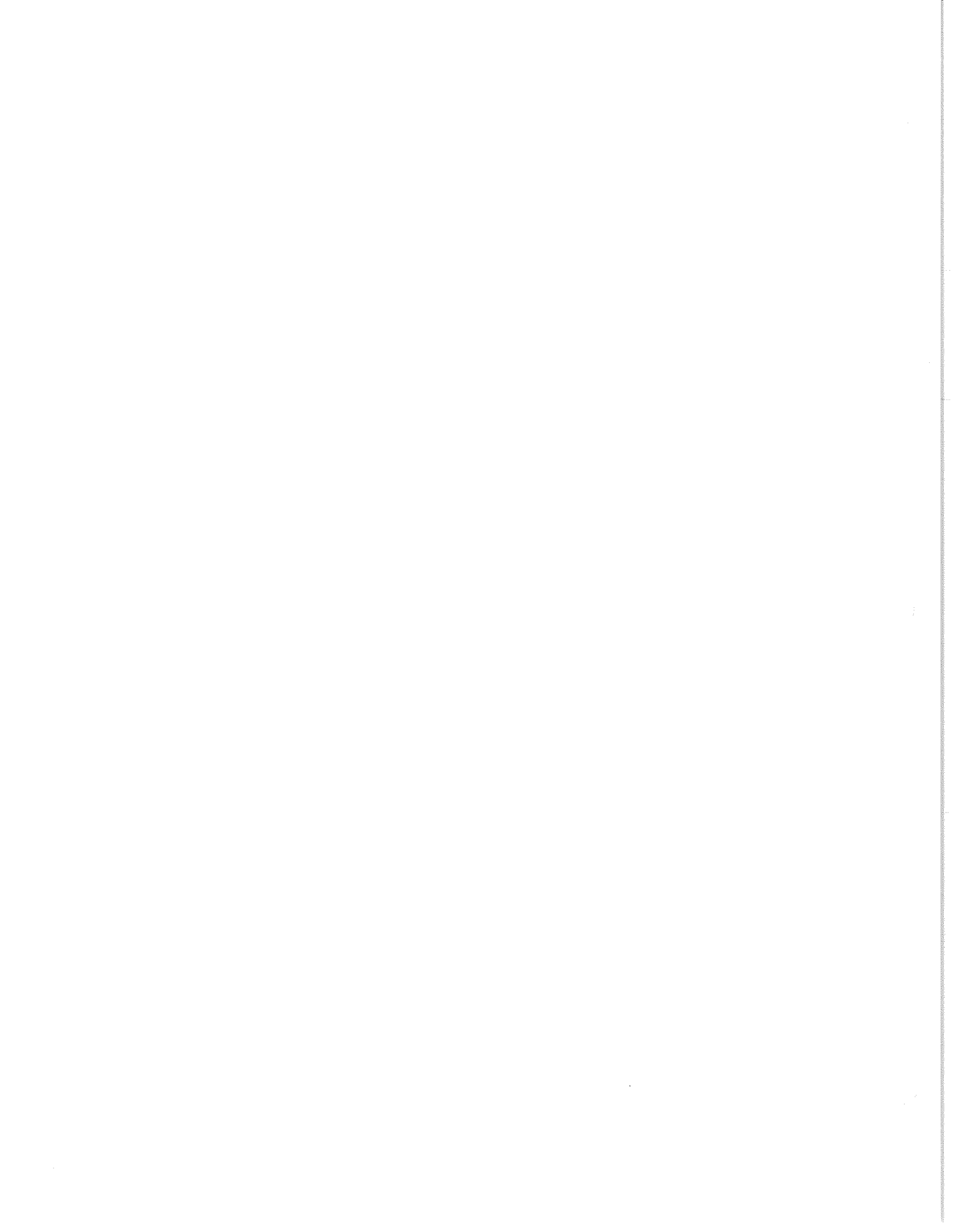
Since 1999, Follett has served students via our online bookstore platform eFollett.com. Currently, Follett provides a complete ecommerce solution plus the service of a true "virtual bookstore" to approximately 1,600 institutions throughout the eFollett.com network. In addition, our long history serving higher education means that we have developed not only the deep knowledge necessary to be called true "experts;" we also have developed the long-term relationships with publishers and other suppliers that uniquely position Follett to best serve you and your students. Our goal is the right course materials at the right time—every time.

Our experience in ecommerce has led us to enhance eFollett.com on a continual basis, and the result is that the eFollett.com online bookstore offers a simple and intuitive interface and ordering process, based on your curriculum. The design of this ecommerce platform makes finding the products your students need—and ordering them—quick and easy. Plus, the online ordering experience will be supported by comprehensive and knowledgeable customer service, so orders can be tracked and any issues can be addressed quickly and easily.

From course materials to course packs, from textbooks to trade books, from digital books to custom books, from computer hardware to software and peripherals, Follett has you covered. Our online bookstore is just that—all the products, services and conveniences of a traditional brick-and-mortar bookstore, at your fingertips.

Seamless Student Account Integration

Follett will work with your institution to integrate your systems with our own to allow for seamless, real-time student account integration. Integrating student accounts allows your students to make purchases online. In addition, Follett's student account integration works in real-time, which will allow your students to purchase their course materials from their online bookstore quickly and easily. Follett also can offer split tender on student account transactions. That way, if your students' \$500.00 student account charge limit does not cover the entire cost of the required course materials, the student account can be used to cover a portion of the total cost and a credit, debit card or other accepted form of payment can be applied to the remaining balance—all in one seamless transaction.



Website/E-Commerce Solution

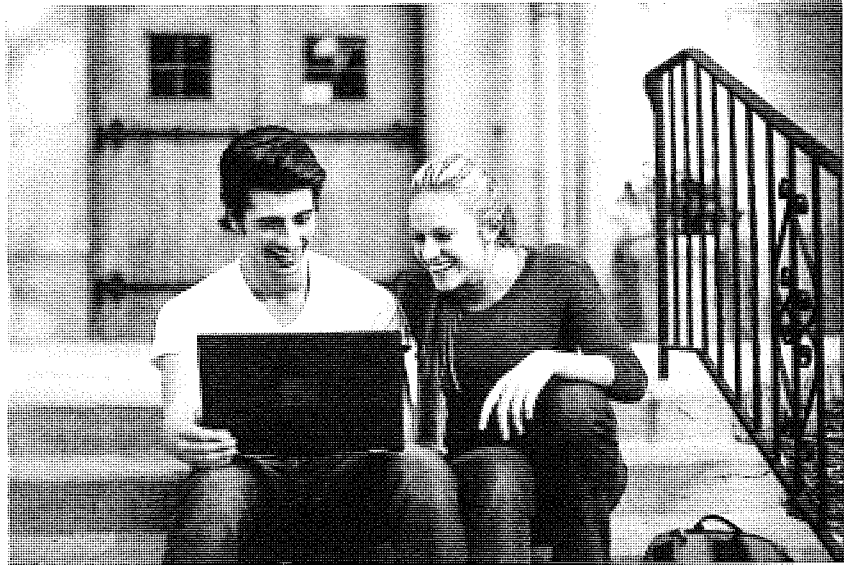
1. Describe your plans and timetable for e-commerce and on-line bookselling for the College Bookstore.

eCommerce

Follett is higher education's largest campus retailer and a hub for school spirit and community, operating more than 1,200 local campus stores and 1,600 virtual stores across the continent.

Follett has served as the leading higher education retailer for many years by continually redefining the campus store experience. This constant evolution stems from our deep commitment to meeting the ever-changing needs of our campus partners and store customers.

Follett's flexible omni-channel retailing approach to meeting the unique needs of each campus community we serve leverages a blend of convenient, online shopping accessibility of course materials with support of a local store operation. Follett's ecommerce platform, eFollett.com, simplifies the online order process to maximize student access to the campus-specific course materials while driving online sales for each of our institutional partners. Follett's breadth and scope of experience in managing and operating robust and dynamic campus store websites is unequalled in the industry.



eFollett.com

Follett's omni-channel vision merges "bricks and clicks" to deliver the products and services that our customers want, when and where they want them. Students can order their books online and have them shipped directly to their residence or pick them up in the campus store. And, unlike our competitors, all the revenues generated through your campus store website are credited back to your campus store. So, the success of eFollett.com adds to, not subtracts from, your bottom line.

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

As a partner with Follett, both your institution and your customers benefit from our vast online experience. The following pages provide a few reasons why:

- Follett pioneered online textbook retailing with the introduction of its first website in 1999.
- Today, eFollett is the leading online provider of course materials and other products to campuses across the United States and Canada. Ranked #78 on the Internet Retailer 2015 Top 500 Guide of Web Retailers.
- Follett actively merchandises and markets on over 1,600 eFollett.com virtual store sites on behalf of our partner institutions.



eFollett Pick-up Counter at College of Du Page

- Our multichannel strategy leverages the unique advantages of a campus partnership and presence, such as complete course information via a relationship with faculty and hassle-free refunds that acknowledge add/drop class periods.
- Convenient delivery options enable online purchases to be picked up for free at the campus store location.
- Follett Discover View, Shop and Access provide multiple integration points with your Learning Management Systems (LMS) and/or Student Information Systems (SIS), which drives value for your students to seamlessly purchase and access course materials, while increasing the average order dollar value.
- Follett's Order Management System connects all Follett stores and our Distribution Center, uniting our fulfillment network while enhancing the eFollett.com shopping experience by minimizing out-of-stock scenarios and increasing assortment access for all customers.
- Follett's network of store inventories provides additional capabilities, like adding direct-ship vendors to our assortments, further promoting our strategic vision of providing an "endless aisle" for our online channels. This approach enables eFollett sites to support a growing assortment of supplies, general reading, digital software downloads, clothing, gifts, dorm décor, athletic accessories and more.
- Promoting anywhere/anytime access, eFollett supports mobile and tablet-optimized experiences to ensure a consistent, superior shopping experience across devices.
- 72% of online orders placed during back-to-school rush are opting for in-store pick up, driving traffic into the store.
- Ecommerce conversion rates are the highest in retail at 7% to 8%.
- Customers can shop across various school websites and checkout with one shopping online cart (helpful for parents with students at multiple institutions).
- As one of the only companies in the academic retail space to advertise across a wide breath of digital marketing channels, eFollett is able to generate awareness and sales for your campus store.
- eFollett is protected by firewalls and meets all PCI standards. All credit card information is encrypted, providing state-of-the-art security measures to prevent theft of customer credit card and personal information.

“Follett’s unmatched investments in academic programs and technologies demonstrate our desire to enhance and streamline the campus experience for your students, faculty, administration and community. Our innovative ecommerce platform accommodates shopping experiences for more than 1,750 institutions across North America – boasting an over 70 percent in-store pick up rate for orders that include a wide array of course materials, apparel, gifts and supplies.”

Roe McFarland
 Follett Senior Vice President,
 Ecommerce and Product Development

eFollett.com Features

Follett was the first to embrace a “click and mortar” strategy, which combines both the campus store and an online presence through eFollett.com into a uniquely customer-friendly system for purchasing textbooks, course materials and general merchandise.

Several eFollett.com features are outlined below:

- Customized branding: Your campus store website will be fully customized with your school’s logo and colors, and your marketing banners will reflect your product assortment and relevant promotions available to your customers.
- Simplified navigation: The website navigation guides customers to select products with fewer clicks, helping customers to shop at your online site more easily.
- Enhanced search: We’ve made it even easier for customers to find products. When a customer searches by typing a search term into the search box, a list of suggested products, brands and associated products will appear in a dropdown list. Customers can also find textbooks more easily by searching by ISBN, author or title.
- Personalized merchandising: Your website will promote cross-selling and up-selling of spirit merchandise by offering these products on the homepage, product category pages and individual product pages. These recommended products are personalized to each shopper, based on what is most relevant to the shopper.
- Efficient online adoption: For faculty, we make the discovery, selection and adoption of course materials simple and straightforward with Follett Discover Adopt.
- Course material integrations: Multiple integration points with your Learning Management Systems (LMS) and/or Student Information Systems (SIS) for students to seamlessly purchase and access course materials with Follett Discover View, Shop and Access.
- Financial aid integration: Supports the ability for your students to seamlessly make online purchases of course materials that are immediately deducted from the students’ financial aid account.
- Streamlined order fulfillment: Technology improvements have dramatically enhanced the fulfillment cycle, reducing the time between order placement and order arrival. Follett’s Order Management System creates inventory transparency across our network, allowing us to fulfill orders anywhere, anytime and through any channel, regardless of order origin.
- Automated order notification emails: For orders placed through your eFollett.com website, branded email messages will be sent to your customers automatically to keep them informed of their order status.
- Digital marketing strategy: eFollett develops campaigns that promote various categories, products, and sales events to drive traffic to a school’s website based on seasonality, such as back to school, major holidays, sporting events, or other relevant activity.

- **Security:** Personal passwords are always protected, and credit information is not shared. All credit card information is encrypted, providing state-of-the-art security measures to prevent theft of customers' credit cards and personal information.
- **Shipping rates:** To continue cutting costs for students, eFollett.com implemented flat rate shipping offers on ecommerce purchases. This has been received positively, generating higher conversion rates and driving incremental revenue.

eCommerce Investment

In our efforts to meet the demands of an omni-channel retail experience (i.e., one that occurs across all computers, tablets and smart phones), Follett recently partnered with industry-leading technology firms to embark upon a multi-year, multi-million dollar ecommerce transformation. This will bolster customer experience, while providing greater access to what our students, parents, faculty, campus administration, and alumni need to succeed – in and out of the classroom. These extensive upgrades support the campus store's ultimate goal to deliver more convenient access to the products and services customers want, when and where they want them.

The transformation began in March 2014 with the launch of a new online checkout process, introducing a guest checkout option and streamlined text rental registration process. Over the last year, these updates were followed by significant web design enhancements and the addition of best-in-class tools to drive a personalized customer experience, shopping cart size and revenue.

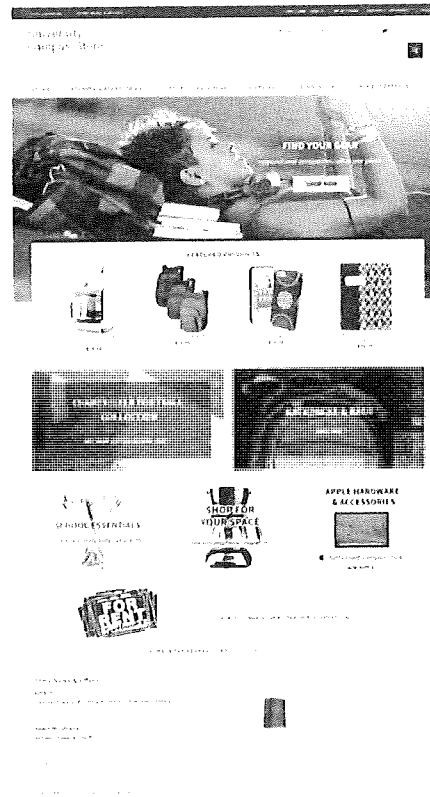
Key eFollett user experience features include:

- Highly graphical eFollett.com landing page, where shoppers can easily type their school name to locate their campus store website.



eFollett.com Landing Page

- Campus store homepages that maximize your institution's brand and allow greater flexibility to showcase the varied in-store and online-only product assortment of your campus store.



eFollett.com Store Homepage

Please refer to the following pages for images for a sample eFollett site for Quinsigamond Community College



SEARCH BY KEYWORDS OR ISBN

All Departments

- BOOKS
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- GIFTS & COLLECTIBLES
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GIFTS

GIFT CARDS

FATHER'S DAY

JUNE 19, 2016

SHOP HATS

SHOP AUTO ACCESSORIES

MOST POPULAR

- | | | | |
|---|---|---|---|
| <p>Quinsigamond Community College
Short Sleeve T-Shirt
\$7.95</p> | <p>Quinsigamond Community College
Short Sleeve T-Shirt
\$7.95</p> | <p>Quinsigamond Community College
Short Sleeve T-Shirt
\$7.95</p> | <p>Quinsigamond Community College
Short Sleeve T-Shirt
\$7.95</p> |
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BIO: 101: 633

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Gifts & Collectibles

SHOP FOR...



Care Packages



Home Decor

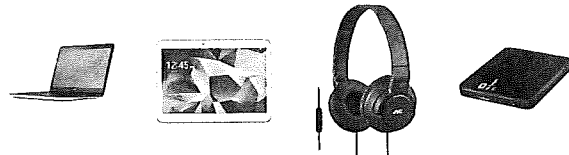


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Drinkware

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Apparel & Accessories

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Accessories



Men

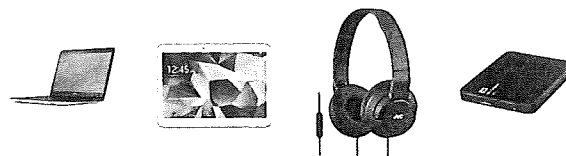


Women



Sale & Clearance

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Popular Categories

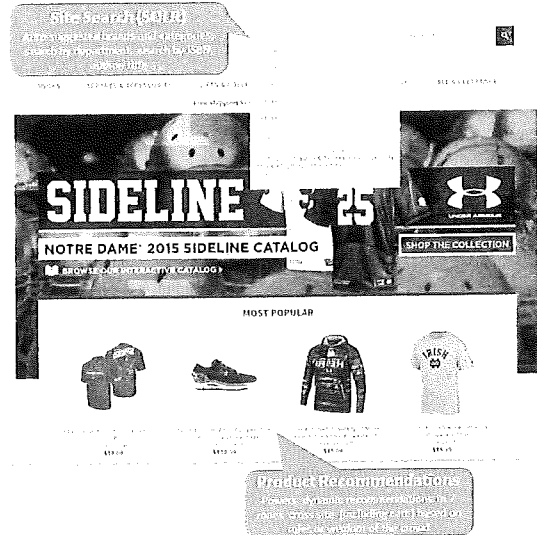
- Men's Sweatshirts
- Women's Sweatshirts
- Men's T-Shirts
- Women's T-Shirts
- Hats
- Flats
- Shirts
- Drinkware
- Computers & Tablets

- Data driven merchandising of your campus store website is based on general merchandise sales trends, top keywords searched by customers, customer site shopping behavior, and market trends.



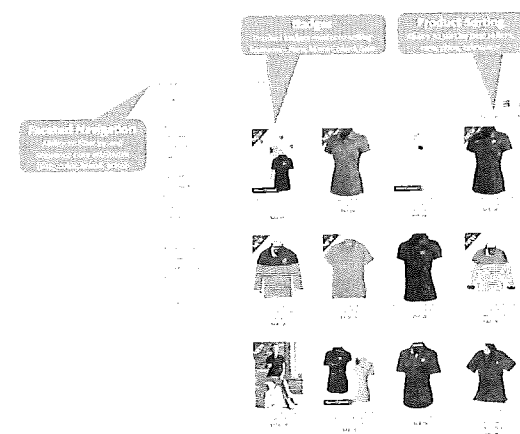
eFollett.com Store Homepage

- Enhanced site search functionality utilizing best-in-class IBM SOLR search engine that powers the capability for customers to search dynamically for books by ISBN, author and title, or continue to shop by course.
- "Auto suggest" search – As customers start typing in the search box, suggestions automatically pop up, helping them find the product or brand they are searching for.
- Intelligent, data-driven, automated product recommendations based on customer browse activity and purchase history. This drives up shopping cart size and, ultimately, revenue to your school.



Hammes Notre Dame Bookstore Home page

- Faceted navigation, enabling customers to refine results according to product attributes like price, color, size and brand.
- Product badges like "new," sale and "more colors" provide a visual cue to customers while browsing or searching products, and reinforce selling features.
- "Best seller" sort option showcases bestselling campus products relevant to customers to drive conversion rate.



Hammes Notre Dame Bookstore Browse Page



Product Badges on Hammes Notre Dame Bookstore Browse Page

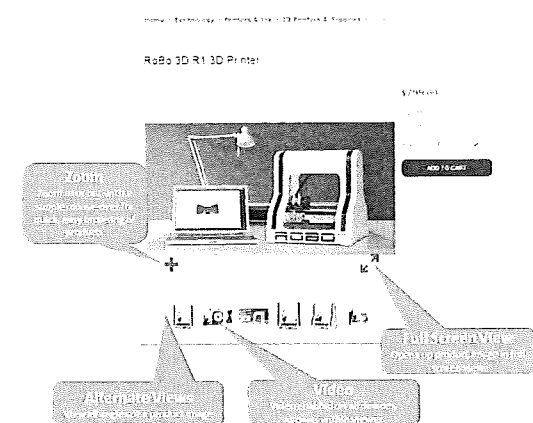
- Redesigned general merchandise product detail page optimized for the customer experience with larger, higher quality product images and improved page usability powered by Adobe Scene7 software.

The general merchandise product detail page supports the following functionality:

- Color swatches are thumbnail product images that showcase the available colors for an item.
- Zoom in, zoom out with simple mouse over for quick browsing.
- Alternate views provide visibility to all angles of a product image such as a hat or shoe.
- Video can be embedded into the product page and can be watched on all devices within a viewer (example: product tutorial).
- Full screen view opens up the product image in a full screen view.



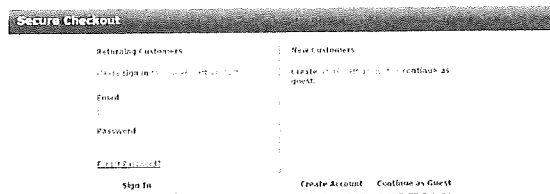
eFollett.com Product Detail Page



eFollett.com Product Detail Page

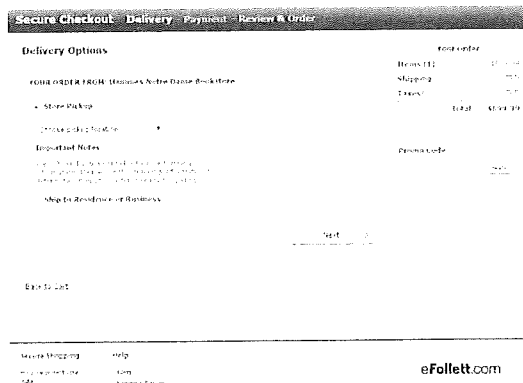
- Saving online shopping carts longer and sending automated, branded email messages to customers, prompting them to return to your campus store site to see what they left behind and to complete their purchase.
- Optimize the speed at which the site pages load by partnering with Akamai for their state-of-the-art content delivery network (CDN) solution as one of the world's largest distributed computing platforms. eFollett leverages Akamai's network of servers around the world by distributing site content from geographic locations closer to the customer so the website page loads more quickly. Faster page load increases the likelihood a customer will remain on your website beyond the first page. Every second of page load time that can be reduced, results in a more customer engagement and a higher conversion rate.
- Robust website analytics tools from Adobe and IBM provide the eFollett team with insight into the customer's experience in order to identify ways to better optimize their shopping experience.
 - Adobe Target software enables A/B testing to serve different experiences to customers online. Our data analyst can then measure the results and use customer data to drive decisions to create the most optimal website experience that will drive revenue.
 - IBM Tealeaf is an investigative tool that records the interactions customers have with the website and proactively monitors the online experience. With this tool, our data analyst has visibility into areas where customers struggle with the site and can then determine if obstacles can be removed to improve the experience

- Customers can complete their transaction as a guest or register for an eFollett.com account prior to placing their order. The benefit to creating an eFollett.com account is that registered users can view their order history online and check the status for pending orders.



eFollett.com Secure Checkout – Sign In, Create Account, or Continue as Guest

- Customers can monitor the steps to check out with a progress indicator at the top of their screen and “Your Order” summary displayed on the right side of the webpage.



eFollett.com Secure Checkout Steps – Delivery – Payment – Review & Order

For a better eFollett experience, these enhancements were launched across all viewing formats (desktop, mobile and tablet), ensuring that all of our customers enjoy convenient access to their campus store anytime, anywhere and from any device.

These investments also enable eFollett to deliver a more customer-friendly and personalized shopping experience, bringing in best-in-class automation tools that maximize general merchandise and course material sales. As customer expectations continue to evolve,

know that Follett and our assortment of products and services will also evolve, ensuring that we not only meet – but also exceed – the needs of our shoppers.

Mobile and Tablet User Interfaces

In the age of the smartphone, it is vital that Follett has user-friendly mobile access. Enabled for all mobile devices – including iPhone and Android – eFollett.com offers customers access to the products that they want anytime, anywhere and from any device.

Today, approximately 30% of traffic is accessing eFollett.com via a mobile device.

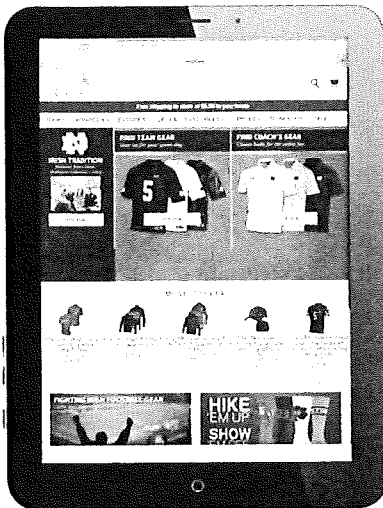
eFollett.com also supports tablet-optimized campus websites. Tablet and smartphone visitors are distinct segments of customers with different shopping objectives. Many of our customers have access to both smartphones and tablets. They tend to use a smartphone for quick research like checking prices while using their tablet to complete their checkout. Tablet users tend to spend more per transaction and are more likely to complete their transaction than smartphone users, so it is crucial to provide a positive tablet site experience as well.

eFollett mobile and tablet experience:

- Automatic redirects to the optimal experience – no download of an app required and easy to find in Google
- Supports 100% of desktop functionality: customers have complete access to shop, maintain account and order history
- Full support for browse and search pages, filter and sort capabilities and ISBN search
- Guest checkout and rental signup
- Enhanced product detail page – enhanced images, alternate image views, ability to zoom, watch product videos and product recommendations



Hammes Notre Dame Bookstore Mobile Optimized



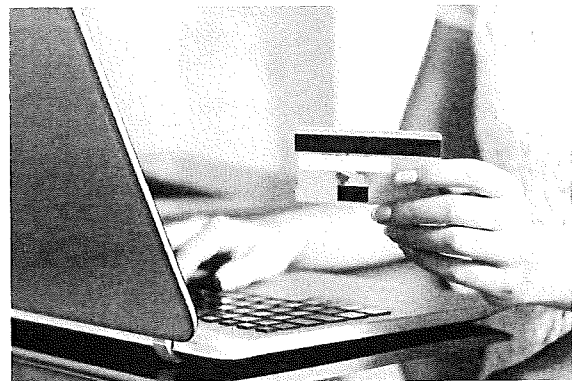
Hammes Notre Dame Bookstore Tablet Optimized

eFollett Online Ordering

We make ordering course materials online simple, quick and convenient. The process begins when a student selects from a series of drop-down menus that contain program, term, department, course and section choices. Once this information is completed, a page displaying required and recommended/optional titles is displayed with cover photos, author, title, ISBN and edition information. All available options are then displayed to the student (new, used, rental or digital) and the site automatically defaults to the lowest-priced option.

The student then clicks a link to place the book(s) into a shopping cart. From there, the student can either check out or continue ordering for other classes until all books are selected per the class schedule. After all course materials have been selected, the student proceeds to checkout where he or she indicates the method of payment and shipment destination. Depending on the requirements of your campus, the online store can accept multiple payment types including credit card, campus card and financial aid.

Upon placement of an order, a real-time inventory check is performed, and students receive email updates on order status throughout the shipping process – from order acknowledgment to final tracking information. Back orders are communicated clearly during this process and are shipped immediately upon arrival at our distribution facility or campus store.



Course Materials Fulfillment

We combine futuristic retail robotic technology with experienced and efficient warehouse employees to provide faster and more accurate fulfillment of your students' course materials orders.

All student orders from our eFollett.com website flow directly into our Order Management System (OMS). OMS creates inventory transparency across our network, allowing us to fulfill orders anywhere, anytime and through any channel, regardless of order origin. Follett's OMS connects all Follett stores and our Distribution Center, uniting our fulfillment network while enhancing the eFollett.com shopping experience

by minimizing out-of-stock scenarios and increasing assortment access for all Follett customers. This connection of store inventories provides us with additional capabilities, like adding direct-ship vendors to our assortments, further promoting our strategic vision of providing an “endless aisle” for our online channels.



Follett's Kiva Robotic System

If selected items are in stock, the order then processes into our Warehouse Management System. These orders are subsequently accessed and filled at Follett's 500,000-square-foot distribution facility in Aurora, Illinois. This state-of-the-art warehouse features Kiva System robotics, the very latest technology in distribution. These automated units bring stock to our order pickers, reducing both processing time and errors while allowing for much greater volume to be managed in the warehouse – all with a level of efficiency that is unparalleled in the industry.

As individual orders are released to single Kiva robotic picking stations, requested titles are identified with a Kiva laser pointer and then pulled by associates – who confirm that they are correct – before placing in the carton. Once the order has been completed, the carton is released to proceed to the order verification, packing and shipping processes. After verification, a packing slip is placed in the carton and then the carton is sealed and ready for immediate shipping.

Customer Email Messaging

eFollett Order Emails

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

Key features for eFollett transactional emails:

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

9978

BOOKSTORE

ORDER UPDATE

Hello,

Thanks for your order. Listed below is the status of your order. Only items with recent status changes will be displayed below. Please bring this receipt to expedite the pickup process and retain this email for your records.

Order Summary

Order Number: 9978000009232	Order Date: Jun 16, 2015
	Receipt Method: Store Pick-Up Pay Now
	Pickup at:
	South Campus Bookstore
	11901 Beach Blvd
	Building B
	Jacksonville Florida 32216

Order Details

Product Details:	STATUS: READY FOR PICK-UP
CREW 90Z 3CP SSHW/DKGRN/XL	Qty: 1
Size: XLarge	Unit Price: \$28.00
Color: Dark Green	
	Product Total: \$28.00
	Product Total: \$28.00
	Sales Tax: \$1.96
	Rental Tax: \$0.00
	Tax Total: \$1.96
	Order Total (USD): \$29.96 (USD)

Contact Information
9978 Bookstore FMS US 960
5730 Bowden Road Ste 307
Jacksonville, FL 32216-6159
phone: (904) 732-5010
email: efollettqa@follett.com

Return Policy
View our [return policy](#)

Customer Favorites

OFFICE MAC HOME AND STUDENT ES \$139.99

LOJACK PREMIUM 2 YEAR EDU SSD \$139.99

ADOBE PRESENTER 10 WIN EDU SSD \$149.00

EVERYTHING YOU NEED FOR CAMPUS LIFE

eFollett Order Update Status Email

9978

BOOKSTORE

RENTAL CONFIRMATION

Hello Ajay,

Thank you for your textbook rental. The title and due dates for your rental items are listed below. You will receive email reminders when your due date approaches. Thank you.

College of DuPage Bookstore

Titles Rented

Title: Biology	Rental Due Date: Aug 03, 2015
Non-Return Charge: \$12.00	
Processing Fee: \$1.27	
* Tax not included	

The non-return and processing fees (along with any applicable taxes) will be charged to your card if you fail to return the title by the date provided.

To view your rental information, please login to your rental account here: [http://www.collegeofdupage.edu](#)

1. Visit your book store.
2. Login as a returning customer and click "Edit Rental Agreement"

Questions? Contact us:

College of DuPage Bookstore
5901 Buckhorn, 425 Fawcett Blvd., Glen Ellyn, IL 60137-6784
phone: 630.294.2303
email: rentals@collegeofdupage.edu
url: <http://www.collegeofdupage.edu>
store: 784
Your Patron ID: 6455305
Notice ID: 86160190

Rental Agreement:

[View your rental agreement.](#)

Customer Favorites

League Outragee Women's R/R Long Sleeve \$45.00

League Outragee Non-Police of Outragee Women's R/R Long Sleeve \$45.00

The Game College of DuPage \$18.00

EVERYTHING YOU NEED FOR CAMPUS LIFE

Please do not reply to this email.

Rental Confirmation Email

Payment Integration

Online Financial Aid

Receivable integration connects your institution's accounts receivable system to the campus store's point-of-sale system so that student purchases of course materials can be immediately deducted from the students' financial aid account.

eFollett also supports this capability to enable your students to seamlessly make online purchases using their financial aid account as well.

As a student purchases course materials, eFollett communicates with back end integration to track the purchases made against the financial aid award.

Financial Aid Email Messaging Program

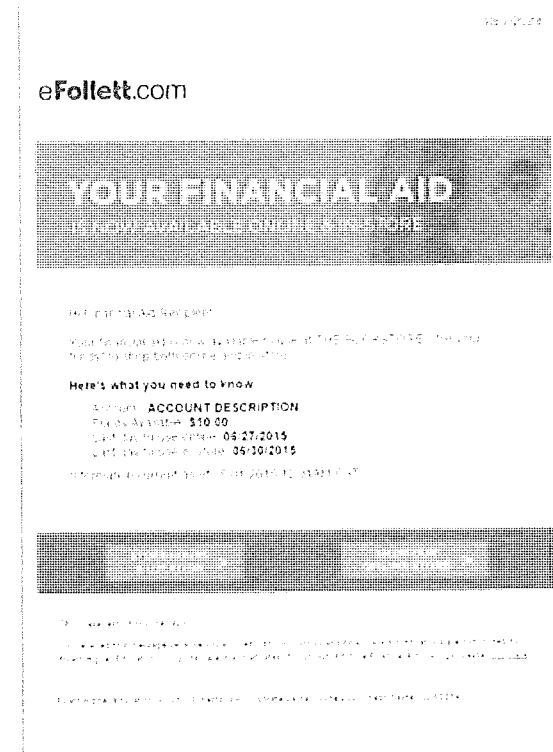
Getting the word out about student financial aid funds can be an added task to an already long list of to-do's before the fall term starts. With Follett's All Inclusive Financial Aid Messaging Program, we create the messaging, develop a campus store branded email and deploy the program on behalf of your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

Benefits for your institution:

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

Benefits for your students:

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



Financial Aid Messaging #1: Notification

Campus Card

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

Benefits for your institution:

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

Benefits for your students:

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

PCI Compliance

Comprehensive audits, data security awareness programs, strict companywide protocols – we do whatever it takes to ensure that our customers' credit cards and personal information are safe and sound.

Follett takes the security of our customers' credit card information very seriously and has implemented appropriate protection mechanisms.

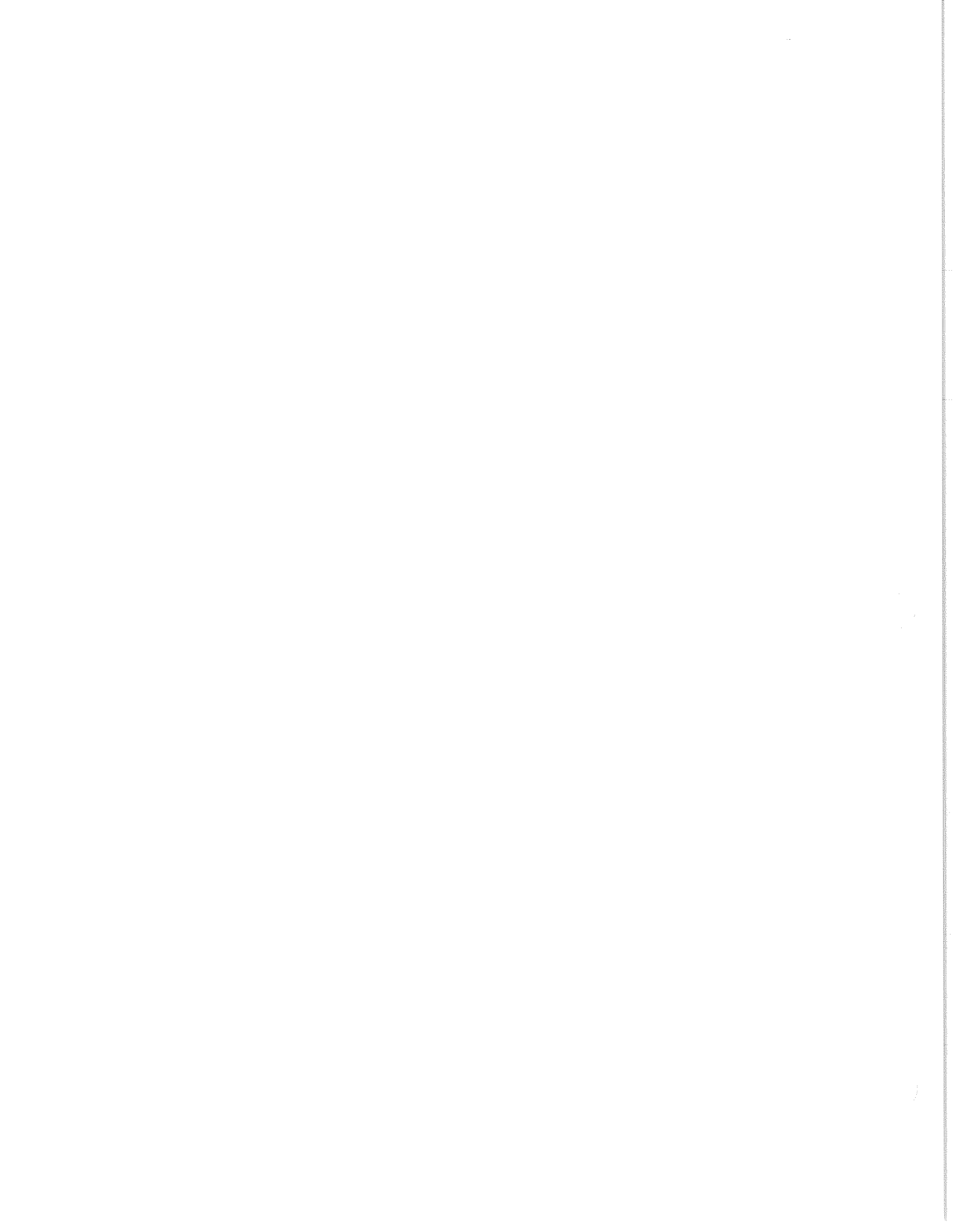
As a Level 1 merchant, we take a proactive approach to ensure compliance with Payment Card Industry's Data Security Standards (PCI-DSS) and have a proven seven-year track record for successful PCI-DSS compliance, year after year.

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 associates 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 associates on an annual basis as part of our "Code of Conduct" program.

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



Tender Types/Discounts

1. Tender Types. Describe the tender your company will accept at the Bookstore.

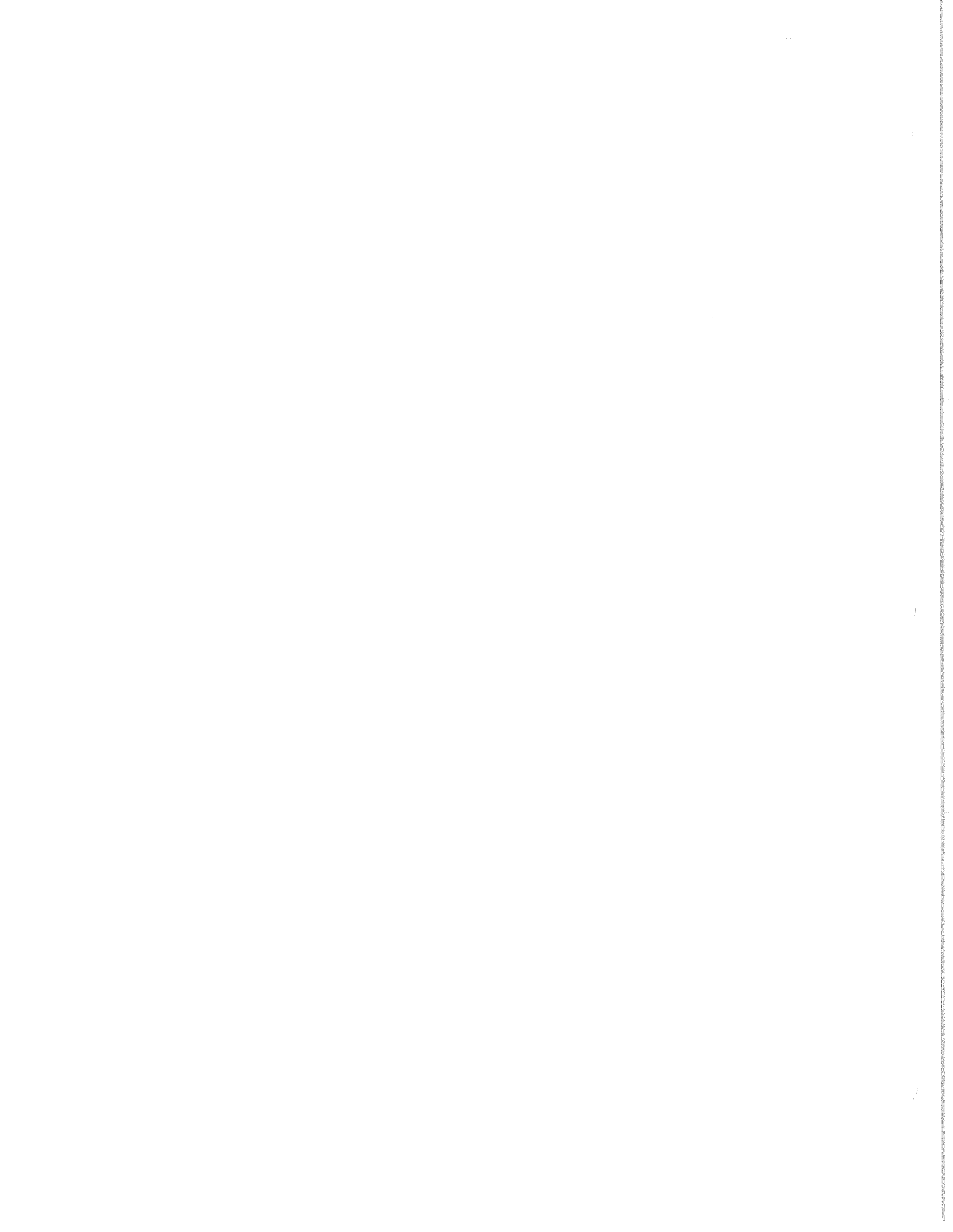
Follett accepts checks and all major credit cards, including VISA, MasterCard, American Express and Discover Card. We also accept financial aid as well as approved department charges – and we can easily interface with your campus branded card system.

2. Department Charges. Describe your company's department charge program, including discounts.

We offer all faculty members and staff a 10% discount and all departments a 20% discount on all purchases over \$1.00, excluding textbooks, sale merchandise, computer hardware and academically discounted software. Since we are bookselling experts, we can offer extensive help with special ordering of materials that can't be found at mainstream bookstores

3. Faculty/Staff Discounts. Describe your company's faculty/staff discount program that will be provided at the Bookstore.

We offer all faculty members and staff a 10% discount and all departments a 20% discount on all purchases over \$1.00, excluding textbooks, sale merchandise, computer hardware and academically discounted software. Since we are bookselling experts, we can offer extensive help with special ordering of materials that can't be found at mainstream bookstores.



Additional Information

Course Materials

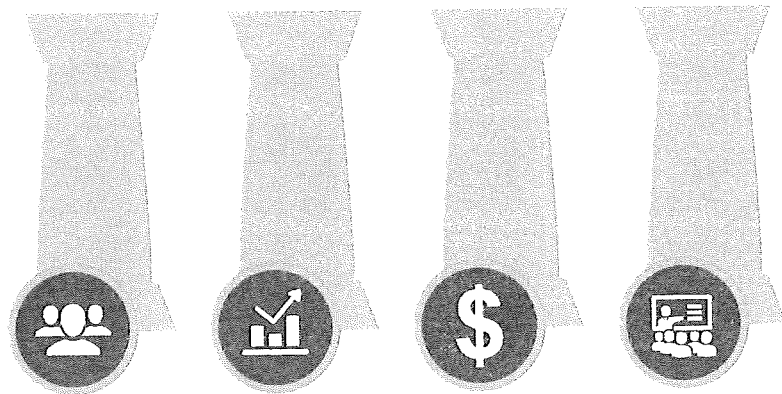
Follett has been helping faculty and students with their course materials for more than 140 years. We've remained the industry leader by dedicating ourselves to making it easier for schools to run, teachers to teach, students to learn, and fans to celebrate.

Course Materials Strategy

Higher education is a more complex and dynamic environment than ever before. When it comes to course materials, the competition is even more intense. As the industry and demand for educational technology evolves, so does the expectation to deliver enhanced learning outcomes while providing better support for faculty and administrators. In order to keep up with these expectations, Follett has an eye on the future, currently focused on ways to provide hassle-free service to both the students and institutions.

At Follett, we have our pulse on what's happening in higher education. Based on this, we have four pillars to our course material strategy to support the institutions we serve:

1. Large and efficient supply chain
2. Data driven decisions
3. Affordability
4. Innovation



LARGE & EFFICIENT SUPPLY CHAIN

We provide a large and resourceful supply chain that allows us to align with the supply and demand of students.

DATA DRIVEN DECISION MAKING

We analyze data to aid in creating goals & strategies that align with your faculty and administration's needs, ultimately serving students to power growth, learning efficiencies and cost savings.

AFFORDABILITY

We ensure that our assortment of products is anchored by accessibility and affordability in the format that students and faculty prefer.

INNOVATION

We support the institution's goals with new business models, services and a test and learn attitude.

As your trusted campus partner, Follett is poised to support your strategic goals, with a course material strategy that is specifically made for your institution and its campus community. Follett is a campus store that shares your mission, understands your reality, and demonstrates a successful past and visionary future. Follett can adapt to any marketplace by utilizing our vendor partnerships, dynamic supply chain and vast resources. We pride ourselves in being able to supply the right product, at the right place, with the right quantity, at the right time. With Follett's expanding network, business becomes seamless and efficient. We have relationships with countless publishers and distributors, which provide a wide array of titles and formats. We are looking to drive a partnership with you that will power hassle-free service to students and faculty. Through our four pillars, we can develop a suitable strategy for your campus that will drive affordability through robust cost saving programs for your students.

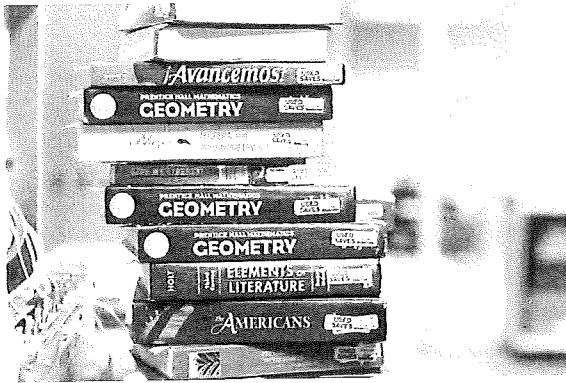
"As a company that's focused on education, we want your students to succeed – and we know that course materials play a crucial role in that success. Our goal is to provide the best choice, affordability and accessibility to course materials, with a strong focus on always being in-stock on the materials your students need – including new, used and digital options, for rent or for purchase."

Jen Hatton
Follett Vice President,
Course Materials Inventory Management

Comprehensive Course Materials Offerings

As you are presented with Follett's comprehensive suite of solutions using customized business models, products and services, consider these facts:

- We work with 5,500+ publishers and educational service providers – meaning, we have access to hundreds of thousands of course material titles in all formats.
- We maintain course material choice by providing content from all publishers.
- We adapt to the market place by providing all formats (new, used, rental, digital) that Quinsigamond Community College students need or prefer.
- We integrate with campus systems (SIS/LMS) to streamline processes and offer one-stop access for students.
- We provide students with cost saving opportunities through a variety of cost saving programs.



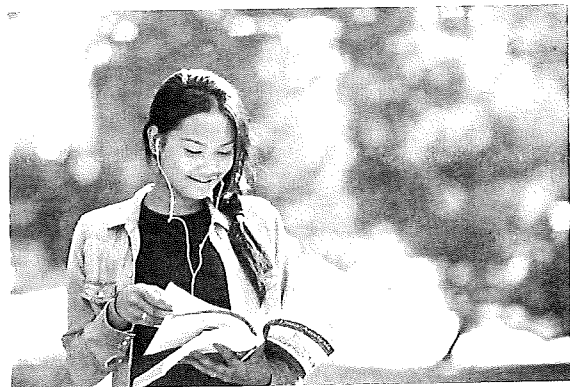
Student Savings

Affordability and obtain ability consistently rank among the highest concerns for students when purchasing course materials. With Follett as a partner, you will be able to provide students with a large selection of affordable material. Utilizing our vast network, Follett continues to expand our library of used and rental books, which lowers the cost of course materials. We also have developed multiple programs to reduce student spending while maintaining professors' choice.

includedED

The primary mission of colleges and universities is to ensure student success, and with Follett's includedED program, it's even easier. The includedED program allows schools to provide required course materials to students as part of tuition (or fees) ensuring students understand the full cost of education upfront and are prepared with required course materials on day one.

includedED is a groundbreaking solution that delivers all required course materials (print, digital and supplies) to students as part of their tuition or fees. includedED is the perfect union of publishers, schools, instructors and Follett – coming together to improve access to course materials, enhance engagement and learning outcomes and help make course materials more affordable, all while fostering student success. Working together through the includedED program presents a unique proposition for students, faculty, administrators and our mutual publisher partners, allowing each to focus on what it does best in order to deliver tremendous benefits for all.



With includedED, institutions:

- Gain a competitive advantage in attracting and retaining students.
- Provide tools to help students complete their studies instead of deferring classes due to course material cost and access.
- Can make serious strides in addressing the rising cost of education.

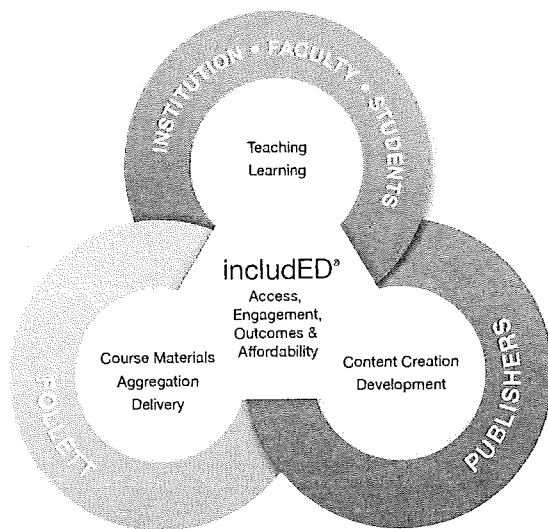
- Maximize IT investments on campus to provide seamless access to course materials.
- Work directly with Follett on contracts, payments, and fulfillment to remove a significant amount of aggravation and workload from the institution and procurement process.

With includedED, students:

- Are ready to learn on the first day of class with all required course materials.
- Can apply financial aid to the cost of course materials.
- Are prepared to be engaged in the class, which can lead to a better educational experience and better grades.

With includedED, faculty:

- Have the freedom to choose the course materials that best meet the goals of course curriculum – not tied to one format, publisher or content provider.
- Find it easier to teach because students have the right required material, are prepared on day one and don't need to play the role of tech support when using digital content.



72% of students say having course materials provided on the first day of class better prepared them for class assignments and lectures.

Spring 2015 Follett Higher Education Group includedED student survey

Tools To Make It Easy

Follett utilizes different tools and resources to simplify the course material process and create a hassle-free experience. These tools aid in gathering adoptions and ensure we have the right product, at the right place, with the right quantity, at the right time.

Adoptions

Follett will work closely with your faculty to secure accurate and timely adoptions, ensuring that the course materials they need are in stock on time. Just as important, we provide the necessary required course materials throughout the academic term.

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

Fall Term: Mid-April

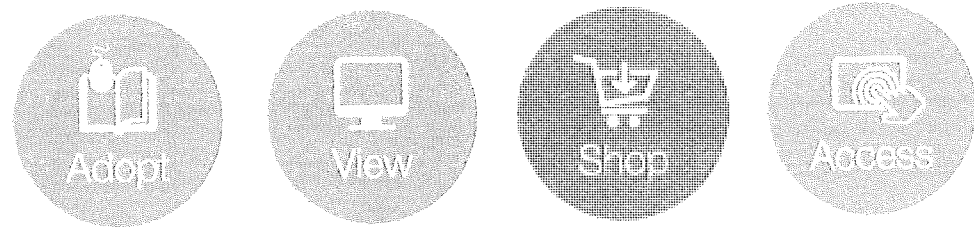
Spring Term: Mid-October

Summer Term: Mid-March

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

Follett Discover

Our passion is to make the course materials adoption and procurement process as easy as possible for everyone. Follett Discover is a comprehensive set of tools that enables hassle-free access for instructors and students to all things course materials. Instructors can use the tool to research, discover and adopt course materials with ease – while students are better prepared for class when course materials are easier to purchase, quicker to access and more effective to manage.



Key Benefits

	FACULTY	STUDENT		
	<p>Search, view recommendations and adopt traditional and non-traditional materials, including You Tube videos, open education resources (OER) and massive open online course (MOOC) content</p> <p>Create custom content for students through Xanadu's course pack tool</p> <p>Read and respond to peer reviews</p>	<p>Fulfill the HEOA Textbook Provision by enabling students to see their required course materials within the course catalog</p> <p>Students can make informed decisions about the costs of their selected courses and immediately purchase materials</p>	<p>Students can access a personalized shopping page from within the SIS based on their course schedule</p> <p>Select from new, used, rental and digital materials and use multiple tender types, including financial aid (where available)</p> <p>Students can choose to have purchase shipped or pick it up in-store</p>	<p>Students can access a personalized shopping page from within the LMS based on their course schedule</p> <p>Select from new, used, rental and digital materials and use multiple tender types, including financial aid (where available)</p> <p>Single point of access for open educational resources and digital content</p>

Point of Access for Users	Learning Management System (LMS)	Course Catalog	Point of Registration within the Student Information System (SIS)	Learning Management System (LMS)
Complementary Products	Access	Shop	View	Adopt

Financial Aid Financial Aid integration available for all student experiences

Solutions designed to drive faculty and student success

CourseTracks

Utilized in every one of Follett's more than 1,200 college and university campus stores, CourseTracks is a state-of-the-art, proprietary merchandise management software created by Follett to streamline store operations and deliver the best service to students, faculty and administrators. Follett has also invested in a multimillion-dollar planning and allocation system, which works in tandem with CourseTracks, to ensure the right books are available at the right times for customers.

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

With CourseTracks, textbook decision makers can:

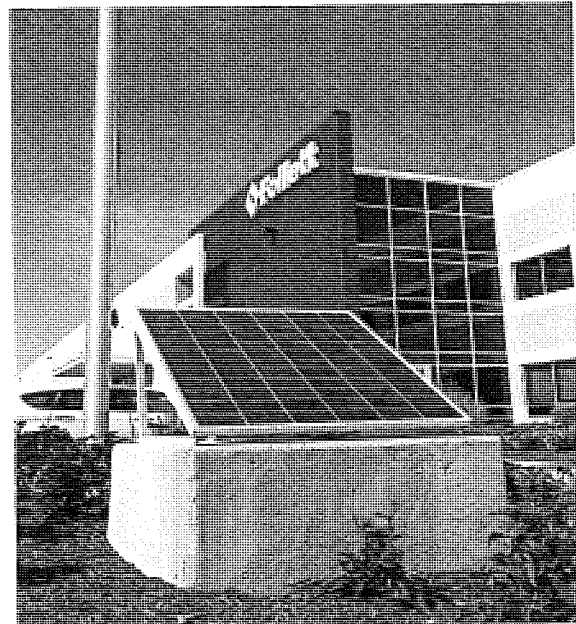
- Utilize a dashboard-style view of critical store functions, allowing the textbook decision maker an "at-a-glance" overview of sales and inventory snapshots, messages and alerts, reports, etc.
- Set up automated email campaigns to solicit online adoptions, send follow-up communications and updates to 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-in.
- Receive merchandise into the store and track returns to vendors, shipments to the Follett warehouse and inter-store transfers.

Supply Chain

Materials Inventory Management

Through state-of-the-art distribution center technology and superior inventory management systems, Follett is a leader in the industry for inventory availability and efficiency.

Follett operates a 500,000 square foot distribution facility in Aurora, Illinois that features state-of-the-art robotics allowing for fast, unparalleled efficiency and accurate fulfillment of your student's course material orders.



Follett Distribution Center, Aurora, Illinois

As individual orders are released to single robotic picking stations, requested titles are identified with a laser pointer and then pulled by associates who confirm the orders are correct before placing in the carton. Once the order has been completed, the carton is released to proceed to the order verification, packing and shipping processes. After verification, a packing slip is placed in the carton and then the carton is sealed and ready for immediate shipping.



Follett's Kiva Robot System

Follett has a centralized inventory management system connecting all of Follett's campus store locations and distribution center inventory, allowing stores to quickly react and match used book inventory availability with store demand. The superior inventory management systems allow stores to maintain the optimal new and used book availability, thus reducing or eliminating out-of-stock situations.

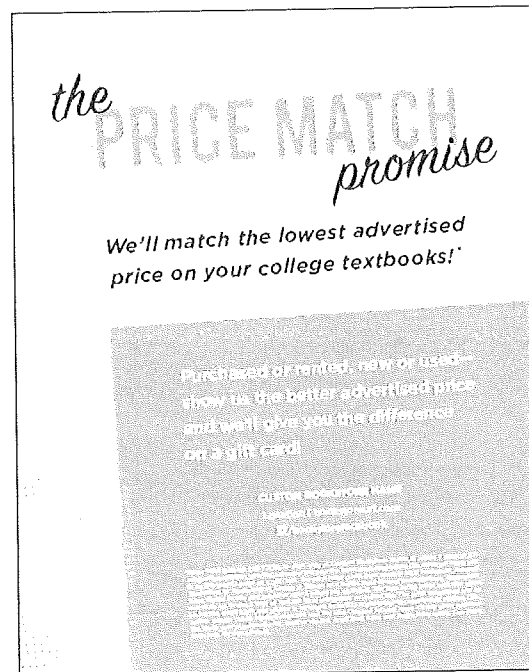
All student orders from our eFollett.com website flow directly into our Order Management System (OMS). OMS creates inventory transparency across our network, allowing us to fulfill orders anywhere, anytime and through any channel, regardless of order origin. Follett's OMS connects all Follett stores and our Distribution Center, uniting our fulfillment network while enhancing the eFollett.com shopping experience by reducing or eliminating out-of-stock scenarios and increasing assortment access for all Follett customers.



Price Match

Providing students with affordable options on course materials is a topic that Follett holds near and dear. In fact, by leveraging the Follett Price Match program, students can save even more. We created this program so that your students realize the value your campus store can offer – and what better way of proving it than by putting some extra cash in their pockets?

The Follett Price Match program is for textbooks (new, used and rental) that are currently in-stock at your Follett campus store as well as at competing retailers. Essentially, we'll match the lowest advertised price on college textbooks! It doesn't matter if students purchase or rent, buy new or used – show the campus store the better advertised price and the store will give your students the difference on a campus store gift card.



Here's how the program works:

1. The student brings their original receipt and/or the advertisement for the better price to the campus store within seven days of their original purchase.
2. The book must be in stock at the Follett campus store and with the retailer advertising the lower price. Retailers include: a local bookstore, Amazon (excluding its Marketplace), Chegg or Barnes & Noble.
3. The lower priced item must match the exact book and edition purchased or rented, including accompanying CDs, online access codes, student manuals, etc. (This program excludes digital books, peer-to-peer marketplaces and online aggregator sites.)
4. Once verified, the campus store associate calculates the difference and issues a campus store gift card to the student.

Processing of Late Textbook Requests and Orders

At Follett, we continually communicate with your faculty on the status of the course materials they have adopted. We also process and submit purchase orders directly to publishers electronically and manually, so we know within 24 hours if titles are readily available.

This allows us to communicate book availability to faculty members in a timely manner. We also go the extra mile to quickly fill last-minute orders and reorders. Using our CourseTracks™ system, we can locate and ship textbooks from any Follett campus store or our distribution center within 24 to 48 hours. Additionally, we use next-day air delivery to ensure that textbooks arrive promptly.

As a retailer serving higher education institutions, Follett recognizes the importance of educating our customers. We produce several informational pieces to help faculty, staff and students understand the "textbook cycle."

Digital Options

BryteWave

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



BryteWave provides users with over 150,000 textbook titles from more than 170 publishers. Textbooks can be accessed online or downloaded for offline use on tablets, smartphones, laptops or desktops. Notes and highlights are continuously synced between devices, allowing students to pick up where they left off on whichever device they have on hand.

This revolutionary reader connects students with the course material content they need, utilizing their existing devices. The reader takes collaboration to a new level and gives students more cost-saving options to choose from, including digital rental titles.



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 is 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 providing accommodations for students requiring accessible content upon request. 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

General Merchandise Filling out the Store

General Merchandise in the campus store has evolved dramatically over the years. What was once a destination for course materials and the occasional t-shirt, has turned into the hub for convenience products, spirit wear, academic items and personal products to ensure a successful academic day, week and year. Each institution has a unique campus culture and in turn will need a unique program that draws from many retail solutions including: cafés, expanded spirit wear, convenience programs, food solutions and technology stores, all within a campus store.

Today's retail store offerings are a complex matrix of core and trend items. With more than 140 years of operating campus stores we understand and appreciate the importance of local needs and regional preferences and bring a customized mix to your store of vendors, suppliers and products that are tailored to meet your needs.

We work together with our campus partners to expand our products and solutions beyond our core expertise to create a totally customized general merchandise program. In fact, many of our standard programs have

been built and adopted into our core offering after we successfully implemented them through a trial and test period on a partner school campus. Our program is built on a foundation that addresses today's trends, brands and a variety of price points – including a good, better, best structure – with your campus' needs and desires at the center of the plan.



Merchandise Assortment at UMass Lowell

Local Customization

Building assortments that address the items, trends and styles that customers want isn't rocket science, but it does require a great deal of data, research, time and constant "tweaking" to get it right. We recruit and build a team of experts that focuses on your institution's assortments to ensure your campus store is well stocked with items that make the most sense for your campus. The process begins with a Follett national buyer who negotiates the best possible program with our vendors to ensure we are leveraging our national buying power. The team is also anchored with a planner who is responsible for empirical data and research that acts as the framework for our custom campus program. The analysis captures a school specific background including: athletics, academics, camps, clubs, regional and local trends, preferences, size requirements and, most importantly, the things that are important to the institution and campus community. The planner works very closely with the local store manager to validate their findings and gain additional insights to the campus culture. Together, the planner and store manager continue to work to understand local flair and take continuous feedback from customers, faculty and students into consideration. In order to deliver the most well-rounded and affordable program, the planner leverages a very large price-negotiated strategic assortment that they customize and manage according to the uniqueness of the institution's brand, its guidelines, brand marks and sideline brands.

“We’re focused on delivering General Merchandise assortments that reflect the unique culture and spirit of each campus we serve. Our team is always searching for new, on-trend product offerings that provide our customers with the variety and selection they deserve, from their campus store, including products from world-renowned and socially responsible brands.”

Carol Winter
Follett Senior Vice President,
General Merchandise

Regional / Local Preferences

We stock our shelves with the products that make the most sense. It is important that we leverage local and regional preferences so your campus store has the items customers want. We have a large amount of data that helps us refine our selections and validates the choices made by both the local store manager and Follett planner. Preference influences a large portion of our assortments, including food and beverage, seasonally driven clothing, tailgating, campus traditions, giftware and spirit and alumni support. It isn’t hard to understand when a choice is working and when it isn’t. And, with our constant research and communication with the local store manager we can course correct quickly.



Merchandise Assortment at DePauw University

Trend Analysis

Today’s trends touch many of the departments within a campus store and leveraging those trends drives customer satisfaction and store success, which leads to institution profitability.

For example, in food and beverage, research shows that quick, easy snacks are important. Our stores offer these ready-to-eat snacks, including healthy packaged goods, indulgent treats, salty and sweet options and, in some cases, fresh, locally made items, to give the customer what they need to make it through their busy day.

From an apparel perspective, we focus on an active mega trend called “athleisure.” As a society we are dressing more comfortably and casually, driving the explosion of performance wear for men, women, youth and children. From premium performance brand lines to yoga pants to youth jerseys – we make it our business to understand these trends and work to translate them into our store assortments. In fact, we evaluate current trends several times a year to continuously educate ourselves on what’s hot, and implement this knowledge at the campus level – ultimately making the store stronger and more relevant.



Brands

Our good, better, best price structure delivers a range of bargain to premium brands. From your school’s preference of a particular sideline brand, to today’s leaders in active performance wear, to the very best in emblematic apparel, to the food and beverage brands that consumers crave, we fill your store with the brands your students, faculty, fans and alumni expect.

Apparel Partners



Coffee Partners



Convenience Partners



Health and Beauty Partners



Computer / Technology / Peripherals Partners



Graduation Partners



School Supplies Partners



Merchandise Support Team

They say every good store has a team of experts behind the scenes – and we aren't any different. We understand that our local feet-on-the-ground approach provides valuable local information and experience. But, we also know it is difficult to run a store, stay informed on the latest vendors, trends and expectations, take care of the customer and build relationships with the campus community. We offer a structure that allows our home office Merchandise Support experts to collaborate with the local store team to ensure local influence. The home office team is tasked with weekly calls, ongoing communications and store visits so there is a continuous stream of feedback and information to help shape the entire assortment.

The first role in the process is the buyer who develops assortment strategies and selection that develop into line reviews. This allows the buyers to communicate industry trends and establish the selections for local customization. By doing this we leverage orders and negotiate better pricing, which we pass onto our customers. Next, the planners seek to understand local preferences and flair, discuss the institution's directives and work with the local team to define the assortment. There is a continuous dialog between customers, the store manager and the planner to ensure all needs are met. They discuss options and work toward the perfect balance of value, brands, options, brights, sizes and styles that support the various happenings on campus. The planners also manage the uniqueness of the institution's brand, its guidelines, brand marks, sideline brands and color selections. This includes apparel, food and beverage, gifts and convenience items. The replenishment team works to keep key-basics in-stock and auto orders on behalf of the store – streamlining the inventory process and assuring that the shelves are fully stocked. Finally, the store manager works directly with campus contacts and customers to provide regular feedback so that the process improves, evolves and addresses the needs of the consumer and institution.



Supporting the Community College Student

Research shows that many two-year institutions struggle with serving a diverse student population – to include a first generation college student taking a continuing education class, a student looking to obtain their associate degree or a student moving on to a four-year university. We specialize in options that go beyond the four walls of the campus store and look for ways to offer assistance to your students and faculty. One example is our grab-and-go or café solutions that cater to the on-the-go student population. We offer a wide variety of regional favorites, healthy options and locally sourced snacks, meals and treats. Our assortments also are “right” sized with options that allow for affordability and cater to the needs of your students, no matter who they are.

Innovation

Our desire to bring innovation and an entrepreneurial spirit to campuses is what drives our unique trial and test programs. Our core purpose is to always support our partner schools and we are always looking for ways to bring bright ideas and solutions to our campus partners. We encourage brainstorming and collaborate on innovative solutions to help solve institutional needs. Whether your institutional goals are lofty or small we are willing to be there through it all – providing the behind the scenes support needed to drive progress forward. In fact, we prefer the spotlight to be on your institution. After all, the campus store is an extension of your school, so shouldn't your brand be the center of attention?

Soft-lines

Clothing and Apparel

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



Merchandise Assortment at Xavier University

Our vendor partnerships with sideline brands like Nike, Under Armour and Adidas, premium brands like Vineyard Vines and Peter Milar, fashion brands like League, and work-horse brands like Champion and JanSport, allow your campus store to carry a comprehensive assortment that appeals to a broader audience with the brands your students want.

Accessories

Our selection of accessories round out the overall assortment and coordinate with the apparel to create a comprehensive offering. It includes categories like headwear, socks, hair accessories, jewelry, ties and spirit items.



Gifts

We strive to complete your overall store assortment with gift items, home accessories, drinkware and diploma frames. While coffee mugs are still a favorite and a tried and true gift item, the drinkware category has evolved in recent years to include a variety of reusable and refillable drinkware. Students want to stay hydrated to promote a healthy lifestyle, while our campus partners seek to be socially responsible, and, one way to do this is to eliminate plastic water bottle waste on campus. Follett is able to meet and exceed these demands by offering brands such as Camelback, Nalgene, Savor and Polar Brand, while also promoting your team colors and school logo on these products.



Gift Assortment at Boston College

Tailgating / Fan-cave

In schools and communities throughout the United States, students participate in pre- and post-game tailgating parties to build community and support their favorite team. This contagious spirit and game day fever also extend into the “fan cave” – both on- and off-campus. Follett college stores offer all these items – home

décor, game day spirit wear, accessories and tailgating essentials featuring grilling items, blankets, pennants, face paint and rally beads, showing that school pride is a way of life for the ultimate fan.

General Reading

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



General Reading Area at College of DuPage

But wait, there's more...

As each campus is also part of a larger community, we have programs that bring both the campus and community together. The campus store layers in special events to engage the community in unique experiences where students, faculty and families can come together. Local community events include Children's Reads, with current topics like Star Wars and comic books, petting zoos and Dr. Seuss Days, as well as author signings and notable author series.

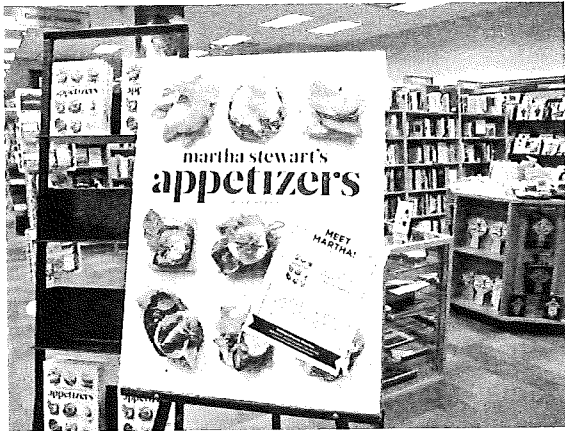


Trade Book Department at Stanford University

In locations where breadth and depth are important, we align the program to deliver an experience that rivals a library or large bookstore assortment. The core offering is custom selected to support the campus mission, while delivering the value and titles your customer expects. We take into consideration what courses are offered on campus, the bestselling titles and what is most relevant. We leverage the New York Times Best Seller 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.



University of Scranton Bookstore Celebrates Curiosity Day with an Appearance by Curious George

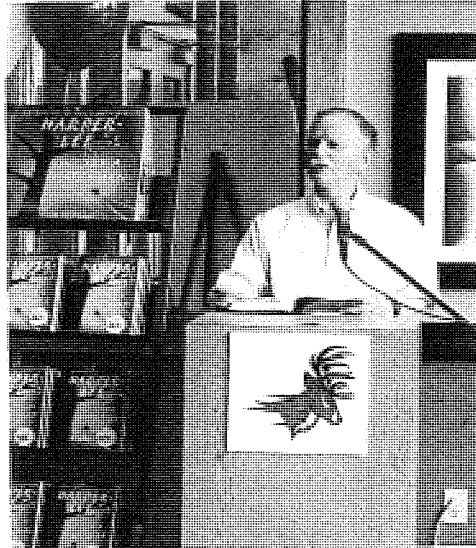


Book Signing by Martha Stewart at the Fairfield University Bookstore

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

Campus Reads Program

Many institutions have adopted a Campus Reads program that builds a sense of community through a shared reading experience. It can also help new students transition into their campus home by encouraging them to engage in discussion. These types of programs also challenge students, foster critical thinking and begin the process of intellectual enrichment. Our program synthesizes these experiences, pulls data from across many campuses throughout the U.S., and then summarizes it for you based upon the type of message or theme you want to portray. For example, if there is an interest in leadership or societal change, which are top selections, our program offers many titles, so you can choose the best content for your program and institution.



Fairfield University Hosted a Read-A-Thon Celebrating the Release of Harper Lee's Go Set a Watchman

Our unique positioning with our publishers allows us to provide these recommendations across many subjects and topics. Other programs only offer a narrow selection of titles. At Follett, we bring you choices, recommendations and solutions.

Graduation Merchandise

Graduation is a treasured event on campus and the campus store provides graduates and their families with all the amenities and merchandise they deserve. Our vendor partners provide expanded services with un-paralleled expertise and execution practices. We work directly with your campus to develop the right custom grad packages to include caps and gowns, rings and graduation announcements. We also manage grad fairs to make your graduation events seamless. And, the campus store coordinates it all so you don't have to.

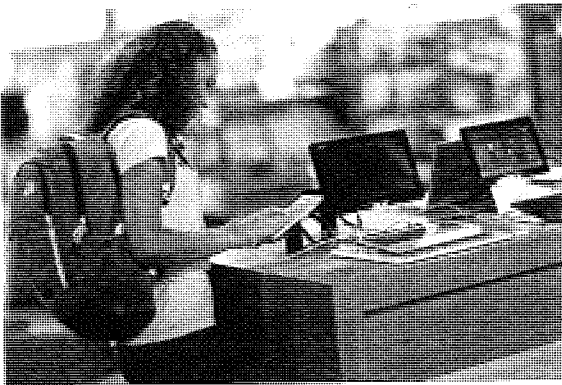


Graduation Selection at Xavier University

Technology

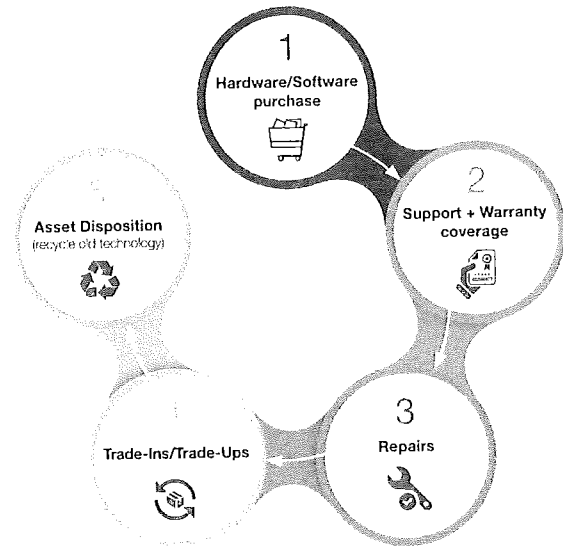
A technology offering has to offer much more than just today's latest gadgets. Follett offers a customized technology store-within-a-store solution that addresses your campus needs for today and tomorrow. Our approach allows us to offer a wide range of products and services to students, faculty and staff,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

Test-drives are essential when making a purchase. Within our technology store we focus on providing our customers with not only the product knowledge to compare and contrast products, but powered up, ready-to-try product bars that allow customers to experience and engage.



Technology Bar at College of DuPage

Our campus stores offer a choice of brands, products and services. This gives us the breadth and depth of products to create the right campus technology offering allowing for a one-stop experience within the campus store.



An Authorized Apple Reseller

Follett is an on-campus provider of Apple products and services. We are able to create a comprehensive experience to select campuses that includes products, accessories, warranty options and repairs to address your students' wants and needs. To make the experience complete we provide product demo tables, in-store graphics and brand elements to make the experience complete.

Our repair services are available at select authorized Apple campus stores and many of our capabilities are aligned with those found at standard Apple stores. Additionally, we may offer drop-off and pick-up services, as well as customer training on how to use new devices.



Technology Bar at University of Denver

Based upon program requirements, Apple will review and approve applications for an authorized Apple campus store. Follett will assist in the application process for interested campuses.

Laptops, Tablets and Convertibles

Follett offers a choice of different brands, price points and specifications to give your campus community many computer options. Our large and comprehensive selection features the latest in multi-function devices, computers, tablets, printers, cartridges and software to satisfy needs right on campus.

Accessories

Whether the campus store has a robust tech offering or its footprint supports a kiosk-type environment, Follett stores carry a full accessories line at price points beginning at \$10 or less. It's all about staying connected – with power and charging, protective cases, mice, ear buds and USB cables, our selection provides these important technology resources which empower the institution, faculty and students we serve.



Accessories Wall at College of DuPage

Technology Service Programs

Follett understands that students, faculty and the campus community can be at different points of the technology lifecycle. This is why we offer a broad range of services and support, including

trade-in, recycling and warranty programs. Growing the number of repair options enables your students to stay connected to class content, faculty, other students and their surrounding community.

Institutional Support

Our service offering also encompasses repairs, pick-up and delivery, warranty and billing of computer hardware and devices in your classrooms. We provide the on-campus services and support needed to give valuable time back to the campus community.

Warranties

Follett stores can offer two powerful warranty programs to service students, faculty, staff and your campus community.

AppleCare™ provides coverage for Apple products and is available at select authorized Apple campus store locations. These stores offer the same AppleCare warranty as the one offered at standard Apple stores.

Safeware® covers all products, including Apple. Safeware offers four different plan levels, with each one covering accidental damage. The selected warranty program is based upon the value of the device.

Food and Beverage

In today's college market, students are looking for convenience, variety, quick serve and healthy food choices.

We strive to offer a well-balanced assortment that includes snacks, fresh food selections, delicious heat and serve items, prepared meals, sodas, water, tea, juice, coffee, and in many cases, fresh locally sourced sandwiches and bakery options. We work with you to identify and design the right solution. Whether it is a large or small convenience store, a fully licensed café or a blended solution, Follett provides the customization needed to make it unique to your campus.

Most products from a food and beverage perspective are consumed within one hour of purchase or are single-serve, small portions.

Grab n Go style products offer the national brands that students, faculty and staff crave and expect. We leverage national, regional and local trends to provide the initial assortment and then use customer feedback and campus preferences to make adjustments as needed or as trends change and evolve.



Grab N' Go at Arapahoe Community College

From a beverage perspective, we align with the campus brand preference and utilize their lines to provide the beverage options and choices to deliver a complete assortment. Our hot beverage programs partner with today's premium brands and can be "right-sized" to address space, preference and need. To deliver on these customized programs we partner with national brands, wholesale distributors and local suppliers, as well as community favorites to access the selected items.

Cafés

The café style atmosphere creates the perfect setting that allows students, faculty, staff and the community a comfortable place to relax, recharge, study, hold small meetings or socialize. We work together to choose the brand of coffee served, often based on regional preferences, and the details of the café to include the purpose of the space, size of the space, menu options and any local favorites. We will create that perfect coffee or café program to compliment your campus, no matter what the size. A few of our café options include:

Small Footprint Coffee Installation

When space is at a premium we have a variety of self-serve solutions to provide your campus with brand name coffee. With these self-service solutions we can create a destination for coffee in almost any on-campus store or kiosk setting with very minimal resources.



Caribou Café at Arapahoe Community College

Medium Footprint Coffee Installation

Our medium footprint solution provides the perfect balance of fresh brewed coffee, tea and syrups from today's well-known coffee brands. With a complete package of display merchandising options and "proudly brewing" marketing, this solution provides your campus with a branded coffee experience. Additional resources may be required.

Large Footprint Coffee Installation

With an expanded offering of fresh brewed coffees, tea and syrups from today's preferred coffee brands our large footprint solution provides a larger assortment and number of brewing options to address demand and preference on campus. With marketing and merchandising options and support you can be proud to provide a proudly brewing experience that grabs attention and reaches your students, faculty and campus community. Additional resources may be required.



Café at Arapahoe Community College

Proudly Serving Café and Fully Licensed Store Footprints

A fully licensed café offers the perfect blended assortment of brewed coffee (served), hot and cold teas, syrups, signature drinks, lattes and Frappuccino's that your students, faculty and campus community expect from today's leading coffee brands. With our flexible solution we can then round out the offering to include fresh bakery and sandwich options, snacks and deserts from the same brand, or pair the solution with additional brands customized to your preferences and needs.

Convenience

In today's fast paced world, students, faculty and staff need access to options that are easy and affordable. Our convenience program offers a custom-developed assortment that takes your objectives into consideration and overlays the appropriate buying trend data and local preferences to create a solution that supports a successful campus lifestyle. From small necessity shops to large stores that have everything imaginable – we work closely with you to define exactly what your campus needs, and then we work to execute it to your expectations.



Convenience Selection at College of DuPage

Health & Beauty

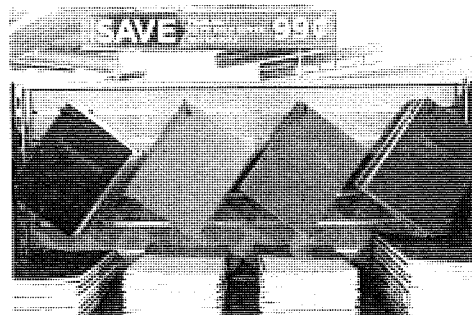
To round out our convenience offering we add personal care products to the assortment, which include over-the-counter medicine, make-up and the essentials to get you through until your next shopping trip.



We understand that the products needed to support the lifestyle of your students, faculty and staff are in-between a traditional convenience store and a drug store. So, we have developed programs that deliver those products. From our e.l.f. cosmetics and Burt's Bees product assortments, to our trial size program, we have the ability to provide a broad range of on-the-go personal care items. For example, our new trial size program delivers trusted brands, quick fix convenience, pain relievers and options that you can mix and match, all priced at \$1.99 each.

Supplies

School supplies are essential to academic success and our supply aisles have the items students need to be prepared for class. From fashion designed notebooks, mechanical supplies, nursing supplies, art supplies like drawing pads, markers and scales, to everyday tools like pencils and folders, we offer a wide selection of branded and non-branded options.

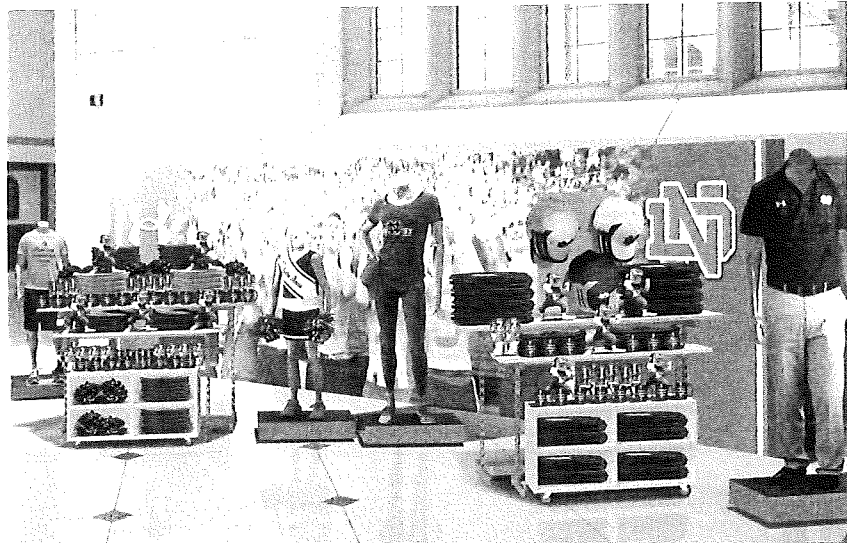


Store Design Designed with your Brand and Campus Culture in Mind

The campus store has evolved into a marketplace that offers different products and services tailored to each individual institution and its campus experience. This environment should respond to those drivers and successfully create a space that exemplifies an institution's brand, rich history, campus presence and in some cases, a first impression for students, faculty and staff. We strive to deliver a campus store experience that empowers technology, embodies spirit and rejuvenates the mind, body and soul. Our custom designed and planned store is rich with your brand and represents your institution's goals and desires for your campus community.

“The In-Store Experience team is passionate about producing store environments that exude dynamic store design and best in class merchandise presentation.”

Jeff Beckman
Follett Vice President,
In-Store Experience



University of Notre Dame Concept

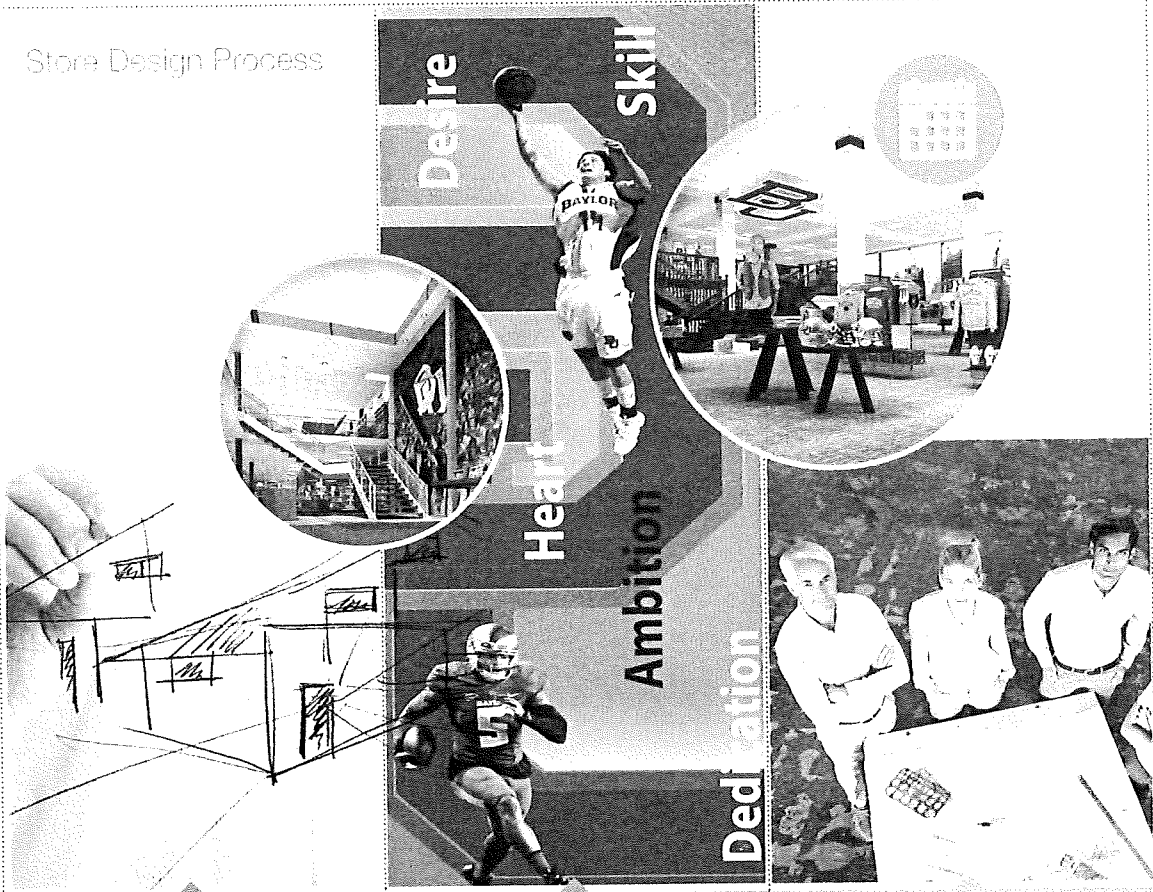
We begin many of our store design conversations with the question, “What do you want your store to be?” This spring-boards the conversation into a healthy discussion of brand, campus culture, vision and personalized experiences – because after all, we consider your campus store to be a reflection of your distinctive brand. This breadth of knowledge obtained from our discussion, paired with today's trends in retail and best-in-class retail store designs, begins to clearly form our concept for your store. We consider things like the style and personality of the institution:

- Is your institution contemporary, traditional or somewhere in between?
- What do you want the school brand to represent?
- Are there visionary plans that we need to incorporate into the design to fulfill a mission on campus?
- Are there campus needs not being met that need to be considered?

We also conduct research which includes submersing ourselves into your website, getting comfortable with your school brand standards, studying campus and community information, obtaining campus books on the history of the school and speaking at length with campus contacts. **Then we get creative!**

We work with internal and external teams on understanding the conditions and footprint of the space, the surrounding building finishes, merchandise space requirements, course material requirements and academic and athletic visions, as well as brand standards so that we can create our recommendation and have it seamlessly incorporated into the campus.

Store Design Process



Desire

Skill

Heart

Ambition

Dedication

1 Marketing Plan & Store Concepts

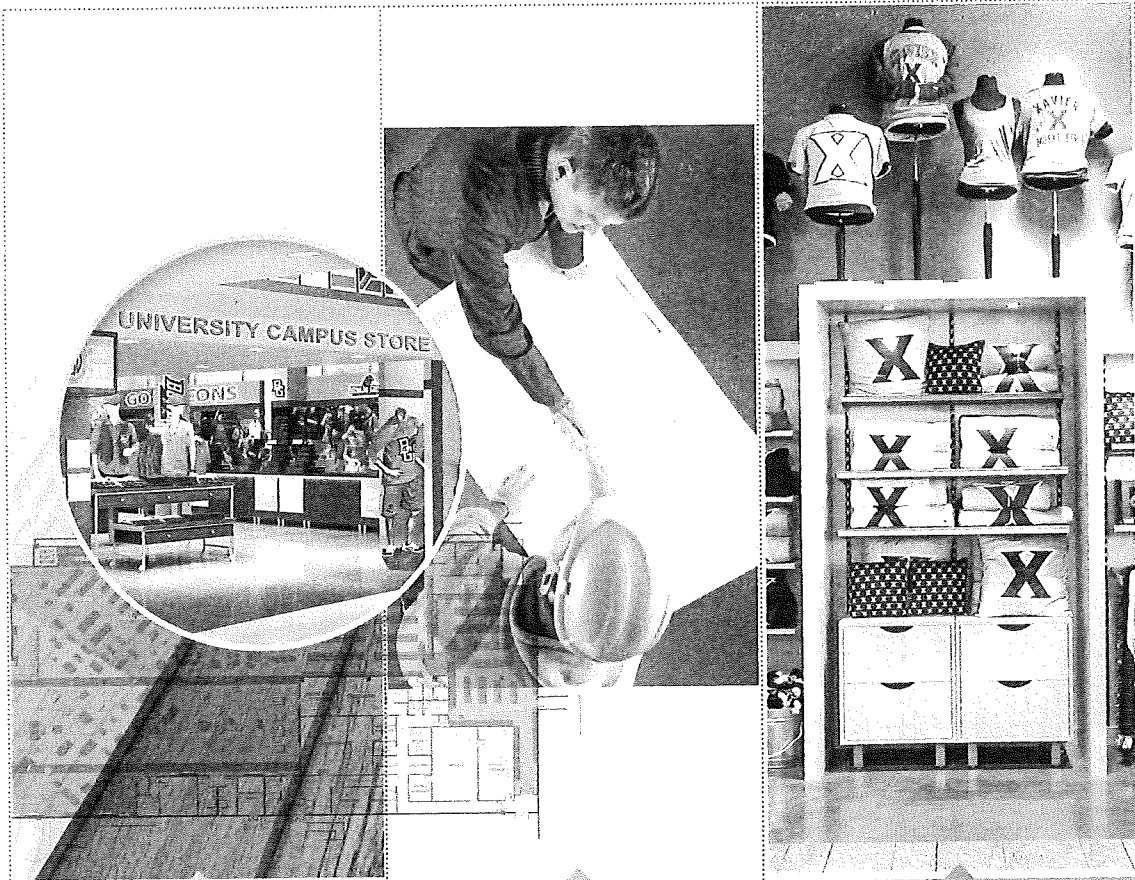
2 Research and Brand Infusion

3 Team Collaboration

- Determine core retail experience
- Create ideation of space
- Infuse brand elements
- Present store design concepts
- Communicate marketing plan

- Begin in-depth research process
- Continue campus-focused conversations
- Incorporate brand DNA from brand standards
- Create visual statements, including:
 - Community influences
 - Historical accounts
 - Mission/vision statements
- Define focus of the store environment

- Graphic and interior designers continue to research, refine and incorporate conceptual ideas from concept phase to design
- Construction project manager conducts site visit
 - Evaluate existing conditions
 - Build relationships with campus facilities staff
- Create construction timelines and schedules



4. Refine Store Design

- Communicate refined design
 - Preliminary plans
 - 3-D drawings
 - Renderings
 - Elevations
 - Proposed finishes
- Work internally with GM and store operations to create planograms for implementation
- Graphic designer begins to source images, logos, content to create final photo mock-ups for graphics
- Submit final package for review
- Create design specifications for build

5. Implementation & Construction

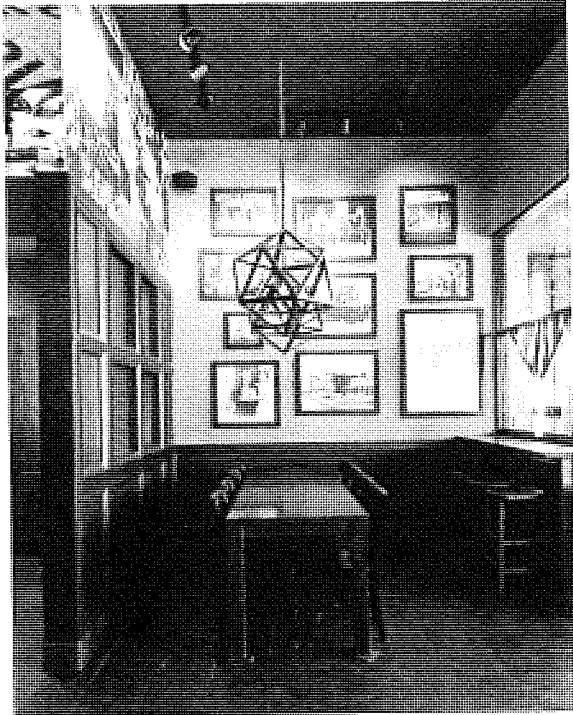
- Receive final design package approval
- Engage the appropriate vendors to source design elements
- Build timelines for execution
- Coordinate/schedule trades and products
- Continuously evaluate budget and timelines

6. Final Walk-through & Merchandising

- Construction managers build design to specifications
- Project completion deadline
- Project manager schedules punch list walk-through with campus contacts
- Visual merchandising team arrives to set up retail space and create displays

Graphics Package

A customized package of images, phrases, mission statements, historic happenings, athletics or academics drives our brand support throughout the store. We embrace your traditions, mottos, mascots and culture and extend that focus onto the walls, floors, fixtures, ceilings and signage using custom designed graphics and finishes. The store is bursting with your brand delivering on an experience that is un-mistakenly yours.



Customized graphics and images at DePauw University

For two-year institutions without sports we focus on core academic programs, rich community history and/or the mission and vision statements of the school. We often source imagery or create word graphics that pull from the institution's brand colors.

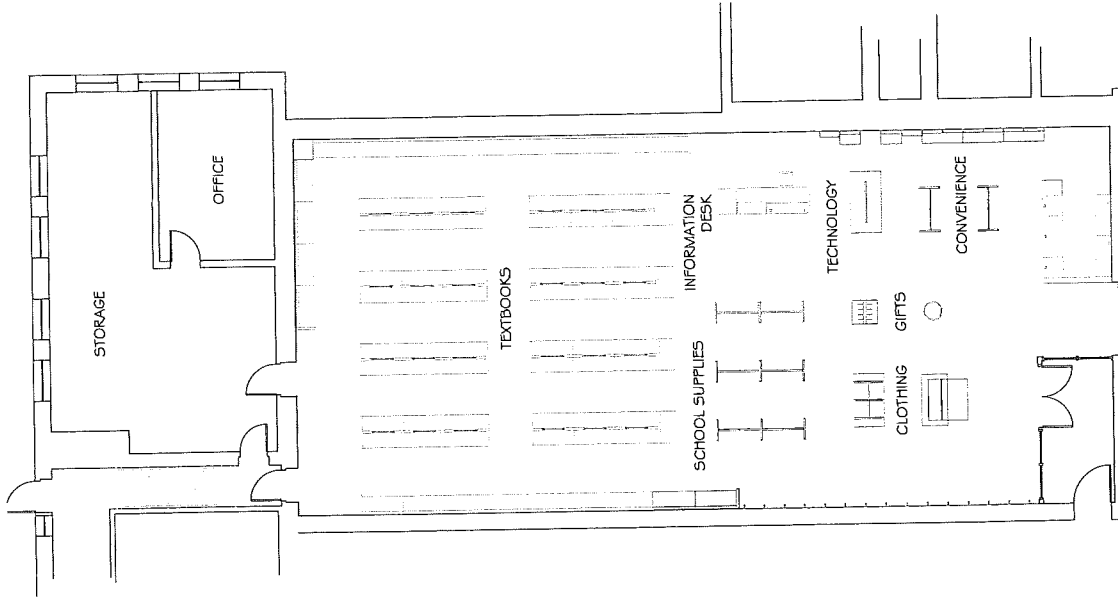
Customized Fixtures

Our proprietary fixtures are modular so they can be moved from one department to another within the store. They offer flexibility and customization and use changeable hardware to add great flexibility to our floor plan within the campus store. In some schools, we often flex fixtures and departments to adapt to demand. For example, we can flex a general book department to a game day apparel shop within minutes. The fixtures have multiple color, finish and material choices so that they are part of the overall look and feel of the store.

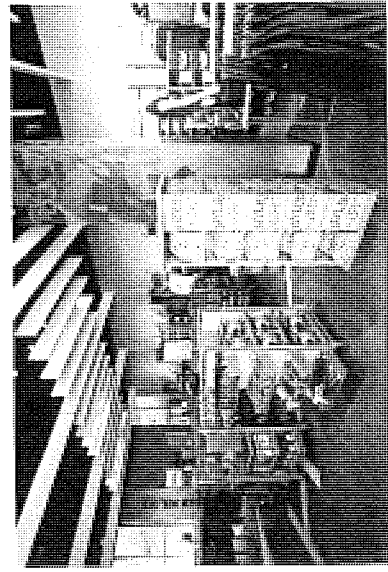
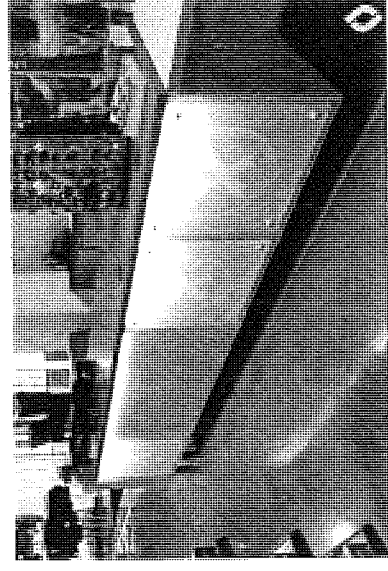
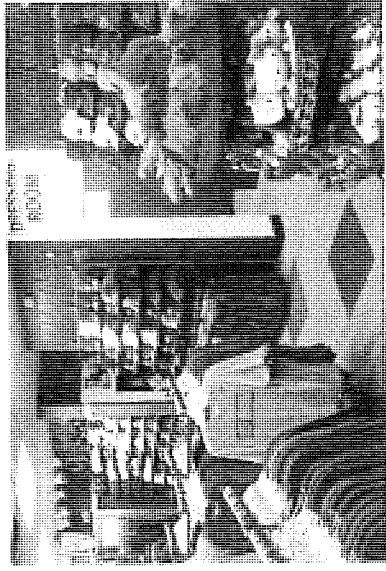
LEED Certification

If a school's goal is to achieve LEED certification in their building, we infuse those design considerations into our plans. We pay close attention to budget accommodations and LEED friendly resources, finishes and sustainable products. We utilize low VOC paint and maximize existing resources by recycling and reusing as many fixtures as possible, which also helps to divert these items from landfills. We consider how to best capture daylight, reducing the amount of energy we are using in-store and swap out existing fluorescents for LED lights, as they use half the energy of traditional fluorescents, plus they have longer life spans.

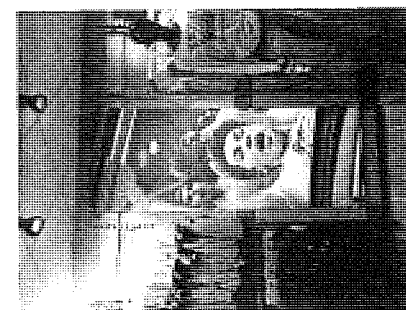
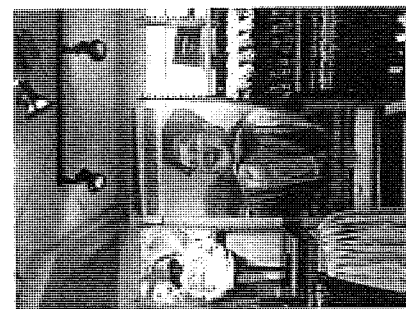
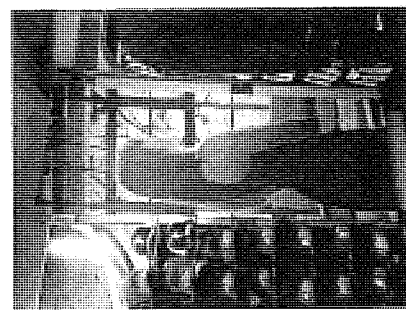
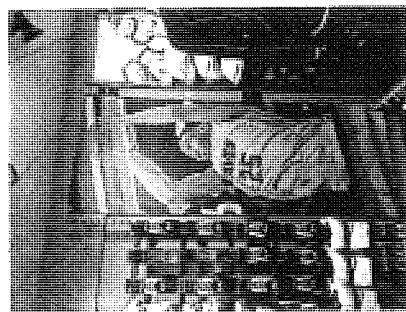
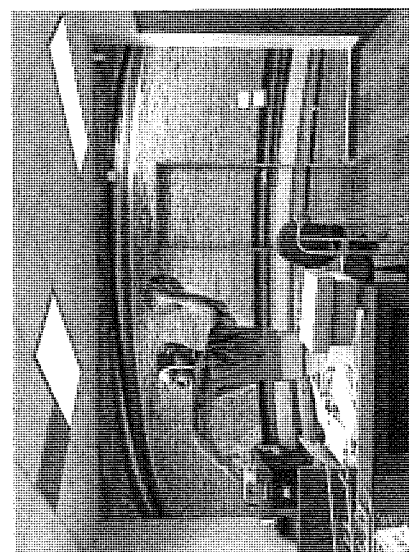
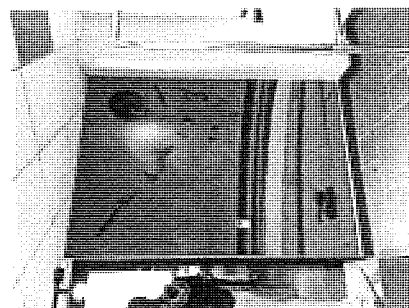
Please refer to the following pages for design plans and sample graphic selections for Quinsigamond Community college.



QUINSIGAMOND COMMUNITY COLLEGE
CAMPUS STORE PROPOSED FIXTURE PLAN



FOLLETT'S GRAPHIC CONCEPTS



FOLLETT'S GRAPHIC CONCEPTS



Operational Excellence

With any transition, there is an expectation to gain “more” products, services and benefits than you have today. Transitioning your campus store is no exception – and Follett delivers! Our store designers, transition support teams and operation’s team will take your campus store to a new level – one you may not have even thought was possible.

Follett’s focus on operational excellence in our stores has increased to new heights because we listen to our customers. Through daily customer feedback with point-of-sale surveys and a partnership survey for our campus contacts, we dive deep into our overall performance.

We leverage our Campus Store Advisory Council comprised of rotating members that address topics such as: student academic success, product offering to support student life both on campus and online, athletic events, course material industry changes and campus specific partnership topics. The feedback we receive from these touch points provides us with actionable data and direction to continuously improve store operations.

“We are the team of YES. With a 100% focus on delivering hassle-free service, we use real-time data and customer feedback to ensure we are always going above and beyond the needs of the campus and our customers. Our goal is to work proactively with our partner schools to continuously improve shopping experiences and add value to the campus community.”

Clay Wahl
Follett, Executive Vice President,
Retail Operations

We incorporate your school’s brand into the store experience, update and expand product lines to address affordability and accessibility for both course materials and general merchandise. We utilize campus integrations for financial aid processing and course material delivery through your learning management systems.

We partner with alumni and athletics to promote and link your campus store’s product offering for a multi-channel experience. Our commitment is a one-stop-shop opportunity on campus for students, faculty, staff and fans. Then we leverage both centralized and local support teams so that the store can work with you on customizing your campus store experience and ultimately take care of servicing the campus store customer.

It’s our promise to create a hassle-free destination on campus that you are proud to promote and call your own.



Point-of-Sale System

Follett currently utilizes the JDA Distributed Store System for Windows (Win/DSS) in our 1,200+ campus stores. This system is the backbone of our in-store shopping experience. It has allowed us to quickly execute the sale while streamlining the back office inventory function.

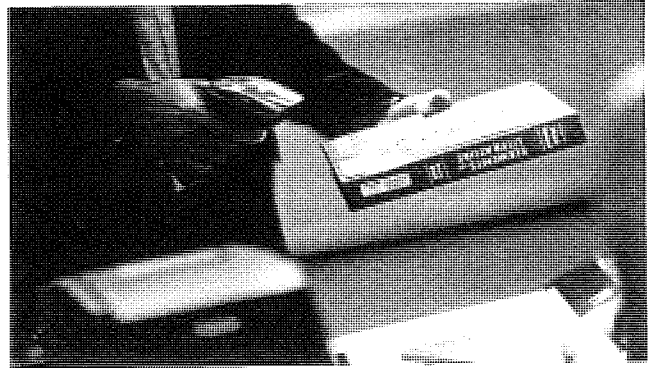
In addition, in an effort to enhance the customer experience and expand our system capabilities, we are piloting Oracle POS in our campus stores.

JDA Distributed Store System

Leveraging the JDA system to manage inventory and revenue efficiently leaves more time for our store staff to focus on customers, grow your business and build your brand. The JDA Enterprise Store Operations System arms Follett with the comprehensive capabilities needed for forecasting, optimized ordering and replenishment, inventory execution, cash management, item and price management, rebates and invoice management, reporting and analytics, performance, vendor management and more. These benefits streamline back office daily workload, which gives the store staff the ability to spend time on the customer at the register.

The benefits of a JDA Distributed Store System:

- Reduced inventory loss through identification of theft, loss and training issues
- Decreased inventory through optimized ordering
- Improved margin due to supplier management, invoice reconciliation and rebate management
- Higher service levels as fresh items are prepared to align with peak demand cycles
- Decreased food costs due to forecasting and waste reduction
- Increased sales due to reduction of out-of-stock merchandise



Oracle Point-of-Sale System

Follett is currently piloting the Oracle point-of-sale (POS) system in a select number of stores to enhance and evolve our current shopping experiences. Oracle POS provides the flexibility, responsiveness and scalability required to meet our demanding point-of-sale requirements, allowing us to increase store efficiency, promote store loyalty, improve customer service and profitability needed to achieve a hassle-free customer experience.

The benefits of an Oracle POS Store System:

- Capability to email receipts to customers
- In-store mobility with full cash lane capability, line busting, sales away from the cash wrap
- Ability to phone tag a customer to a transaction – receipt-less refunds and servicing
- Price matching on all transactions
- Supports multiple promotions simultaneously based on store assortment
- Electronic signature capture, print, retain and retrieve capability of signed receipts
- Easy to use intuitive user interface which speeds associate training
- Realizes Accounts Receivable billing and payment functions
- Reporting/analytics on sales, promotions and transactions
- Robust architecture allowing for real-time integration capabilities
- Allows for mobile, omni-channel extensions

Financial Aid Integration

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

Benefits for your institution:

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

Benefits for your students:

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

Follett Hosted Integration

This Follett 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 point-of-sale 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. It's a 24x7 processing integration that adds value to the campus and to the students by making their financial aid funds available within minutes of a file load. Adds/drops/changes to a student's credit limit may also be sent via file load to ensure proper amounts are made available, cutting down on paper vouchers and improving accuracy and reporting to our campus partners.

Campus Card Integration

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

We have successfully implemented integrations with the following packages:

- Blackboard TIA
- Cbord, CSGold and Odyssey over UTI or Data Xchange
- Cardsmith
- Atrium
- Aramark
- ITC Systems
- Heartland
- Nuvision

Technical Support

At Follett, we recognize that technology is critical to driving the success of the campus, so we employ over 200 associates in Information Technology. These associates are dedicated to operational support and the development of our systems and provide 24/7/365 monitoring and support.

In addition to our internal resources, Follett leverages technology from industry-leading vendors, including AT&T, Cisco, IBM, Microsoft, Oracle and JDA.

Follett's IT staff includes certified subject matter experts for all our technology. Additionally, we require our vendor partners to provide on-demand technical support to ensure business continuity.

Backup Systems

Follett stores connect to our primary and backup corporate data centers using a private, secured local area network. This network has multiple redundant and diverse paths to our primary and backup data centers, ensuring that Follett stores can continue to operate seamlessly, regardless of what may be happening on campus.

Follett's in-store point-of-sale and inventory management systems run on high availability servers, designed to operate even if internal components fail (redundant power supplies, mirrored hard drives, etc.).

Data is automatically and securely backed up nightly. Global backups are performed at our corporate data centers and in-store on fire-resistant and waterproof systems. This technology environment enhances our ability to recover data even in the face of natural disasters.

Data Security

Follett takes the security of our customer's personal information very seriously. We take the utmost precautions in protecting customer information in both our in-store systems and our online bookstore network, eFollett.com.

As a provider of course materials to more than 1,200 schools, eFollett.com is compliant with the highest standards of online customer security and PCI standards. From systems to dedicated personnel, our campus stores have a robust loss prevention and training program which act as a system of "checks and balances" to identify and eliminate threats, protecting critical and confidential customer information.

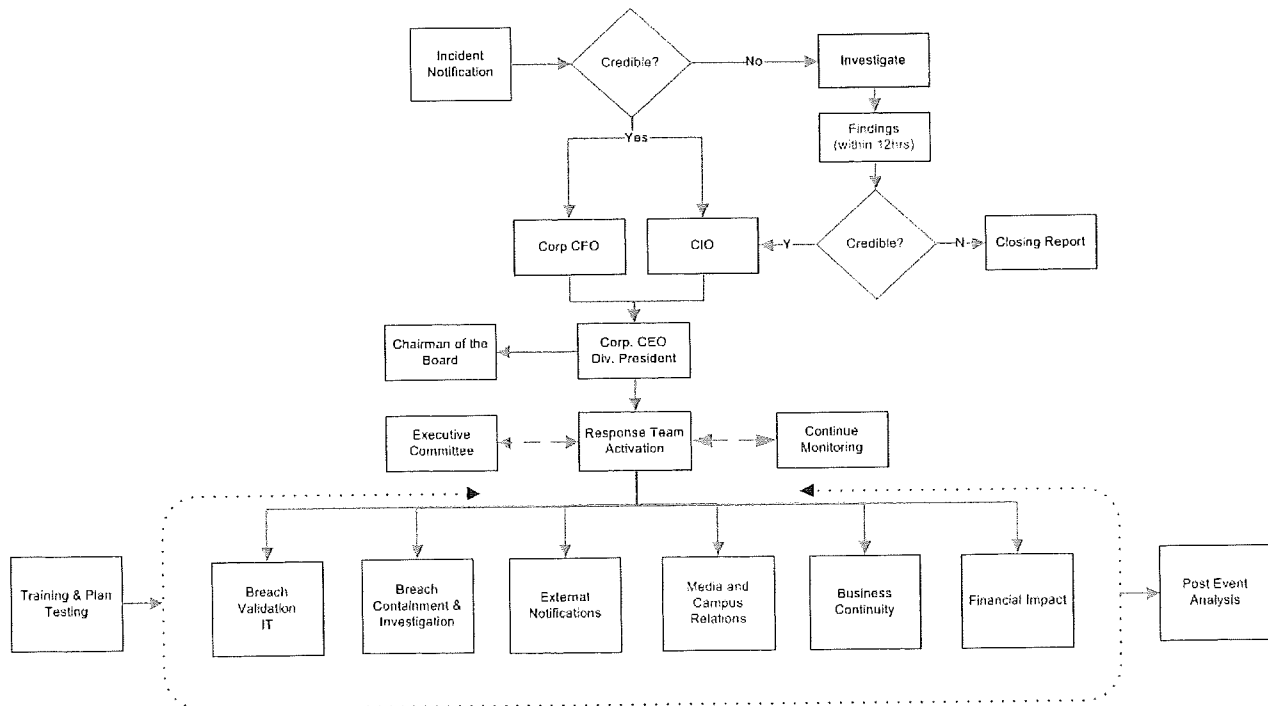
In the unlikely event that customer information has been compromised, Follett has created a data security incident response and recovery plan.

This plan addresses the following critical areas of response:

- Incident Notification
- Incident Response Team
- Response and Validation
- Containment and Investigation
- External Notification
- Communications
- Business Continuity
- Financial Impact
- Testing, Training and Maintenance
- Post Event Analysis


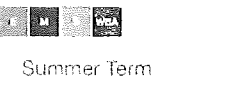




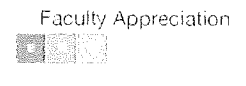

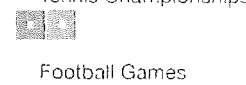

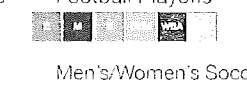
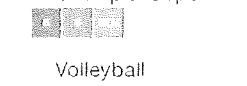








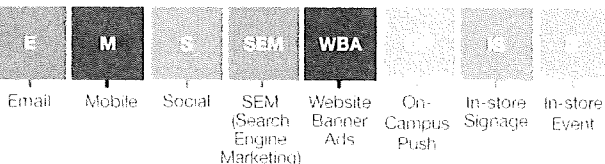
This plan has been reviewed and approved by Follett's Executive Committee, its Board of Directors and Trustwave, our qualified security assessor.

Data Security Incident Process Overview





















Campus Marketing Calendar


























Our award-winning programs and designs assist us in developing and leveraging the right mix of tactics, products and campus happenings. We build a customized program to fit your campus and maximize our conversation with the campus community. Here are examples of the types of marketing support we provide:

Themes	August	September	October	November
Academic	Fall Term Orientation  Weeks of Welcome  Summer Term Textbook Buyback  Fall Term Start 	Family Weekend  Weeks of Welcome 	Faculty Appreciation 	
Athletic		Football Games 	Tennis Championships  Football Games 	Football Playoffs  Men's/Women's Soccer Championships  Volleyball Championships  Field Hockey Championships 
Community		Curiosity Day — Community Event  Thirst Project School Tour Stop 	Star Wars Reads — Community Event 	Operation Hat Trick 
Retail		Two-Day Sale 		Black Friday/ Cyber Monday Sale 
Tactics				

Campus Marketing Calendar

Themes	December	January	February	March
Academic	Final Exams  Fall Term Textbook Buyback  Faculty Open House 	Spring Term Orientation  Spring Term Start 	Siblings Weekend 	
Athletic			Men's/Women's Basketball Tournaments  Swim & Dive Championships  Indoor Track & Field Championships 	Men's/Women's Basketball Tournaments  Hockey Championships  Indoor Track & Field Championships 
Community		National Reading Day 		Thirst Project Dirty Little Secret Campaign 
Retail	Clearance Event Holiday Gift-Giving Sale 		Two-Day Sale 	Spring Clearance Sale 
Tactics				

Campus Marketing Calendar

Themes	April	May	June	July				
Academic	Faculty Appreciation 	Spring Term Final Exams  Spring Term Textbook Buyback  Graduation  Summer I Term Start 	Summer I Term Textbook Buyback  Summer II Term Start  Reunion Weekend 	Fall Term Orientation 				
Athletic	Men's/Women's Basketball Tournaments  Hockey Championships  Lacrosse Championships 			Women's Soccer Camp  Men's Basketball Camp 				
Community				Dr. Seuss What Pet Should I Get? Book Release Community Event 				
Retail	Two-Day Sale 			Spring Clearance Sale 				
Tactics								
	Email	Mobile	Social	SEM (Search Engine Marketing)	Website Banner Ads	On-Campus Push	In-store Signage	In-store Event



Research Marketing and Data Sources

We are constantly looking for ways to delight our customers. Follett drives positive results because we make data-driven decisions. In order to do this, we understand the importance of listening to our customers. Through focus groups and surveys, we gain information and insights from each audience within the campus community.

We value our school partners' opinions and points of view, so we often survey our campus contacts and vendor partners to drive our overall effectiveness on campus. Our campus partners act as our barometer to ensure an effective partnership. We proactively work with you to solve your current issues and create solutions based on your specific needs.

Through customer surveys, we also gain insight every time a customer purchases an item in the campus store. This data is analyzed weekly and adjustments are made to improve our in-store processes and inventory selections. We also utilize more targeted email surveys to select user groups to gather data, experiences and preferences about our products. That data is used to continually improve our user experiences and create enhancements for future product launches.

To round out the data used to drive our decisions, we leverage retail trend analysis on shopping habits, preferences and decision driving attributes. This national data helps us to refine our direction and validate our roadmap to create a truly "hassle-free" experience.

Marketing to the Campus Community

Students

Today's college student is comprised primarily of Millennials, which is dramatically different from the students of year's past, pressing us to look for new and effective ways to connect with them. Growing up with the Internet and cell phones, today's students are arguably the most online-literate adults with near universal Internet access.

With nearly 94% of students owning a mobile phone and nine in ten of these individuals owning a smartphone, the way they gather their information and make purchasing decisions has dramatically changed the retail landscape.

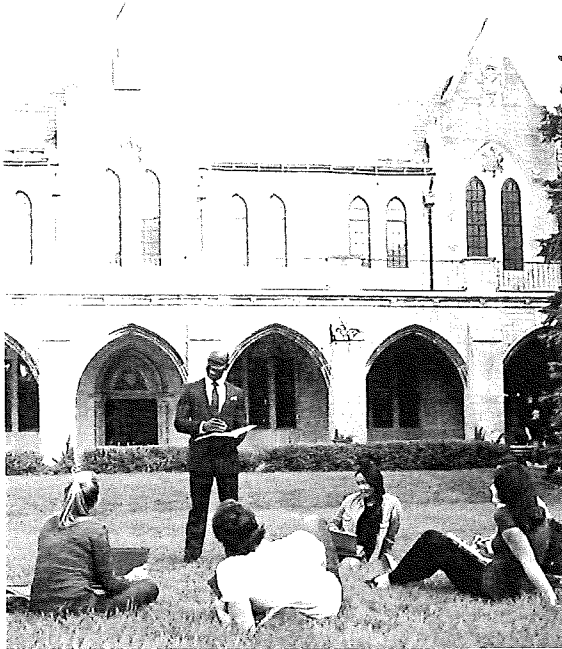
With so many retail options available, and little time to evaluate them, today's students look for a campus store that truly understands their academic and social needs. We build relationships with your students and demonstrate that the campus store is *their* store. Through in-store surveys, one-on-one local in-store conversations and the analysis of retail trend data, we take the time to understand their opinions, needs and suggestions, and create a shopping experience that supports them through college and long after.

Through our marketing activities we build relationships with 72.8M students and their families as well as with campus faculty, staff and administration.

Faculty

Our faculty marketing program develops and nurtures collaborative and productive relationships with each of your faculty members. We have several resources available to support your faculty including access to our on-site text manager, textbook adoption tools, articles and whitepapers. However, what starts as a relationship centered around course material adoptions, quickly turns to campus store support

for faculty sponsor programs and finally into one that provides special savings for faculty through our faculty appreciation events.



Campus Community

The landscape of your campus community is a blend of young adults, return to education adults, tenured professionals 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 start by participating in campus hosted events, including Orientation and Welcome Week. We also host a variety of events to connect the store with the campus community including:

- Author and celebrity signing events
- Children's story hour
- Game-day tailgates
- Workshops
- Product samplings and launches
- Student group and local community group tabling events and shopping nights

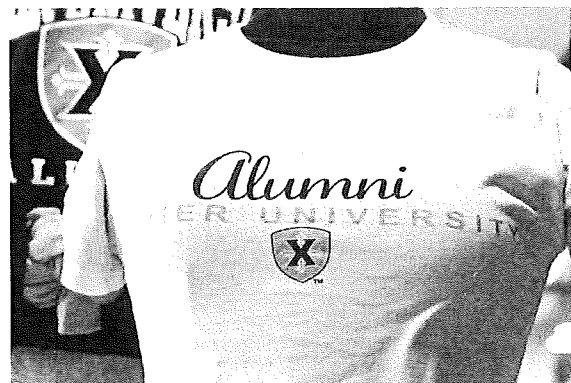
Campus Support Team of Marketing Professionals

Our National Marketing program is created by experienced collegiate retail professionals that utilize comparative school landscape data, today's retail trends and past store performance activities to create the framework of our National Campaigns.

The Consumer Marketing Program team works directly with the store team to execute all National Campaigns. The team has been designed to be an extension of the store team; it works to customize each individual marketing program with the local store for each campus community, it builds the assets for the campaigns and aids in the local execution of the deliverables.

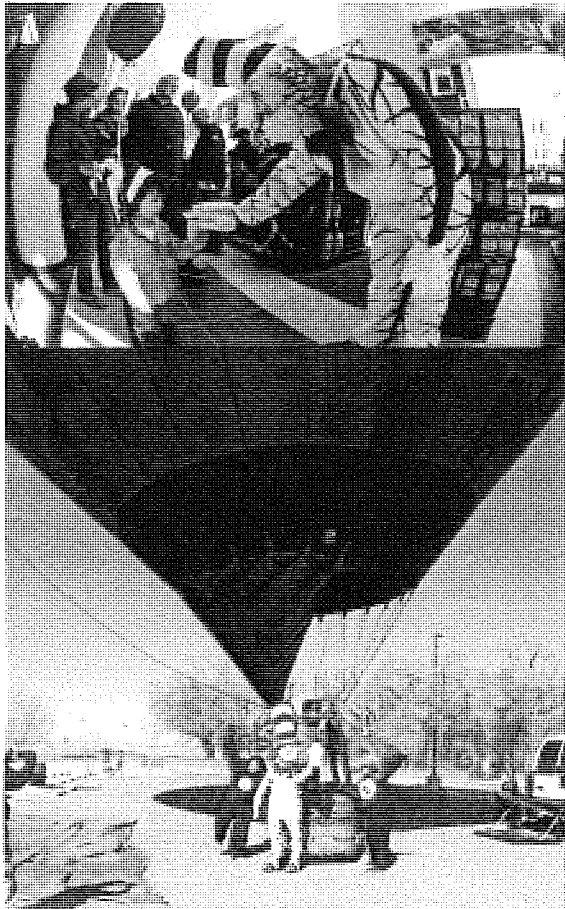
Alumni Outreach

As students graduate, we continue to provide the apparel, accessories and gifts that help them show their school pride. Through the deep relationships we build with alumni associations, the campus store continues to actively support alumni activities and programs by creating special offers and promotions exclusively for members. For example, the Morehouse College Bookstore partners with the alumni community to support the annual alumni gala. The bookstore provides a "welcome back to campus" card at each place setting offering a 20% discount at the store.



NEA Read Across America

In early March, in honor of Dr. Seuss' birthday, almost 100 stores participated in NEA Read Across America events. Stores received Cat in the Hat outfits, hats and other giveaway items. "Local celebrity" readers, including university presidents, mayors and other prominent community figures, read Dr. Seuss books to local children. Notre Dame featured *If I Ran the Zoo* and partnered with the local zoo to bring animals to the children. The Central New Mexico bookstore featured *Oh, the Places You'll Go* and featured a hot air balloon in the parking lot. Stores also provided coupons for \$5 off the price of any general book sale and Dr. Seuss books and other small Seuss-related items were given as raffle prizes. Each attendee could also subscribe to the store's email list to receive information about future events. This was a fantastic community outreach event that involved people from the campus, the schools and the surrounding areas.



Community Outreach

Supporting activities on campus that benefit the campus and surrounding community is something our stores get really excited about. It's a great way to give back to the community and support a student's desire to make the world a better place. Our marketing campaigns consist of collection bins, bag stuffers, posters, email campaigns, in-store signage, digital campus signage, social media coverage and store discount promotions for donated items. The College of Southern Nevada campus stores provide a great example of community outreach with their support of the Three Square Food Bank. The drive raised \$4,000 as well as 428 pounds of non-perishable food. According to Three Square, the donations provided over 12,350 meals.

Grand Openings

Store grand openings range from a one-day event to a month-long celebration of the school and our partnership. The opening of the Sun Devil Marketplace at Arizona State University featured themed, daily events over a four-week period. From a skate board decorating contest, to various product samplings and demos to student group activities and game-day tailgates, activities appealed to a range of interests and solidified the Sun Devil Marketplace as a store of the community.



Xavier University celebrated the opening of the Xavier All for One Shops with a grand opening event that spanned five weeks. Included in this celebration was a “wallet drop” guerilla marketing event where Xavier-branded wallets containing campus store coupons were dropped around campus. We also introduced a rewards card at the Xavier Starbucks café, where each coffee purchased with the card was 50 cents.

Faculty and Staff Events

Each year, the campus store is encouraged to host an open house or appreciation event for your institution’s faculty and staff members. These can take place during normal school hours or after hours for more of an “exclusive event” feel.



Most stores offer standard discounts to faculty during the year, but higher discounts are offered during special events. These types of events not only give faculty and staff a chance to relax and socialize with each other, but they also allow the store manager to connect with your institution’s faculty and staff. The store manager can discuss textbook adoptions and the importance of on-time submissions, confirm current adoption selection and quantities and educate faculty on new Follett programs, which can save faculty time when adopting materials and students money when purchasing.

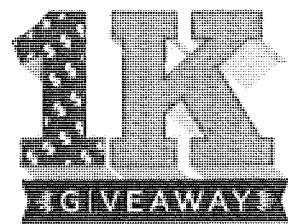
Additionally, each year Apple authorizes a tax-free day where Follett pays the tax on select Apple products. For some big-ticket items, this can amount to substantial savings for faculty and staff, and a portion of these proceeds benefit the institution directly through commissions.

Epic Adventure 101 Sweepstakes

Fall Back-to-School 2014 saw the launch of the Epic Adventure 101 Sweepstakes. Through our partnership with Contiki Vacations, a company that provides vacation planning services to people from 18-34 years old, we provided any college student the chance to win one of five dream vacations. Runner-up prizes included Beats headphones, drawstring bags, campus store gift cards, iTunes and more. Entrants were offered additional chances to win when they answered simple survey questions or shared the sweepstakes via social media or email.

January/Spring Back to School

Follett partnered with AWAKE Chocolate to provide students the chance to win a \$1,000 campus store gift card that could be used to purchase text books, supplies, or anything the campus store carried. Runner-ups won a box of AWAKE chocolate and an AWAKE t-shirt.



Bargain General Reading Book Blowout Event

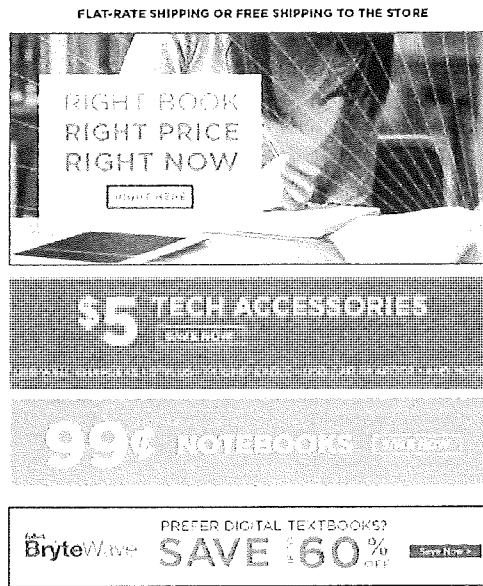
Our Bargain Book Blowout events provide a wide selection of general reading books for only \$5. To promote the events, stores held sidewalk events, community readings and email and social media campaigns. Customers responded with delight and stores sold through the books quickly. This demonstrates our commitment to provide great quality items at exceptional prices.

How we “Reach Out” to Customers

Follett utilizes a variety of direct online channels to engage with our customers on a regular basis. These “touches” take on a variety of forms depending on the message and audience. We use a mix of email, mobile and social media when developing our communication strategies and have created opportunities for acquisition campaigns that allow the campus community to join our email and mobile marketing programs through various efforts, such as online, at the register, through in-store events, and sweepstakes. New for 2015 is our user preference center, where the subscriber can manage their email and mobile communication preferences, including opt-in and opt-out.

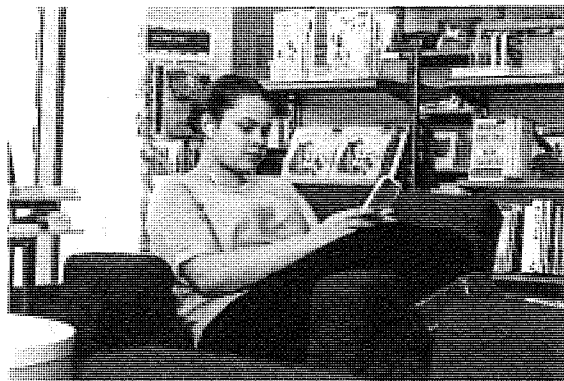
Email

Customization and relevancy are the keys to engaging an audience via email. Our customized emails are segmented so that the right messages are delivered to the right audience at the right time. We announce promotions such as two-day sales, clearance events and special offers to general audiences as well as share school spirit through sports-related news, gear for upcoming athletic events and playoff celebrations. We educate students and parents on opportunities to save money through programs such as Rent-a-Text, buyback and tech trade-ins offered at select locations. Our email program also drives awareness of in-store events and activities including book readings and author signings, which support activities for the campus community. Our email marketing activities follow all CAN-SPAM regulations and we promise to never share or sell emails.



Mobile

As more and more students use their mobile phones as their primary tool for communication, SMS text messages provide the opportunity to connect with students, alums, parents, staff, faculty and fans through a short text message to highlight current promotions. Most often, mobile campaigns are a compliment to email promotions, which provides our customers with relevant messages tailored to them. Mobile messaging also allows students to save time while in-store with Xpress registration for textbook rental programs.



New in 2015 is our Text Rental Reminder program. Students have the option to opt-in to receive text message reminders; once a book is checked in, they will not receive any additional reminders.

Another new mobile program developed by Dublabs is push messaging through the school's app. Many schools require students to download this helpful app, which provides the student's schedule. Fall Back-to-School 2015 ran a pilot program where some schools sent 2-3 push messages over several weeks to inform their students about the ability to purchase their books through the app's course schedule or the app's bookstore. Six schools showed \$69.4k in sales through the app for fall back to school.

Social Media

Social media is part of our daily lives, with 73% of adults having a social network profile, and half of 18-24 year olds checking Facebook first thing in the morning. An increase in user engagement with several social platforms shows 7 out of 10 Facebook users check the site daily. Millennials have the largest adoption rates for Facebook, Instagram, Pinterest, and Twitter. No matter how social platforms continue to evolve, it's important for us to have a meaningful presence and engage with our community in social media. Social media is primarily used as a tool for the campus store to maintain a dialogue with followers about current events, school merchandise, special offers, textbook savings programs and student initiatives within the campus community. This platform allows us to connect with your campus community on a daily basis in a manner reflective of their daily lives. We often employ social media as an additional customer service tool, allowing the quick resolution of issues and effectively communicating answers to customer questions.

Marketing Your Online Store

Digital Marketing

eFollett's digital marketing touches customers at all points of the customer journey: from awareness to purchase. eFollett develops the campaigns that promote various categories, products, and sales events to drive traffic to a school's website based on seasonality, such as back-to-school, major holidays, sporting events, or other relevant activities. To provide such services at scale, eFollett has partnered with industry leading agencies to ensure we provide best-in-class digital advertising.

As one of the only companies in the academic retail space to advertise across a wide breath of digital channels, eFollett is able to generate awareness and sales for your campus store:

- **Display:** Display advertising delivers personalized ads to targeted customers through various websites, such as ESPN and the New York Times.
- **Search Engine Marketing (SEM):** eFollett advertises across all three major search engines: Google, Yahoo and Bing. Search ads generate awareness to customers who have a high intention to purchase.
- **Comparison Shopping Engines (CSEs):** CSEs enable customers to find your campus store based on product-specific searches. It's a great opportunity to extend your store's footprint beyond its existing customer base and promote general merchandise.
- **Affiliates:** Affiliates expand eFollett's reach to new customers. Publishers are encouraged to promote eFollett in exchange for a commission.

eFollett is constantly evaluating new opportunities to drive traffic (and ultimately revenue) to a campus store's website. In 2014, eFollett began advertising via CSEs and Affiliates and they have proved to be two rapidly growing channels.

Store Transitions

Change can be scary and there are many questions surrounding a store transition. How long will it take? What is the impact to the students? What logistics are needed? Will there be a renovation and what does that entail? And, this is just a sampling... It's Follett's specialty to make sure your transition runs smoothly.

On average, we transition 60 new stores per year, affording us the experience to hone the transition process and provide a campus-specific plan to ensure all your needs are addressed. Our Transitions Group is a team of eight regionally placed individuals so that each transition has a dedicated transition specialist. We also engage experienced store managers in the region and human resources, technology, general merchandise and finance associates to help us every step of the way.

“From the start of the transition process, our goal is to make you feel comfortable and confident in your decision to partner with Follett. We start by collecting detailed information about your campus, which allows us to create a custom new store profile. From there, we mobilize our team of experts to initiate a comprehensive inventory process, equipment setup, remerchandising effort and hands-on associate training – all leading to the seamless and successful launch of your new campus store.”

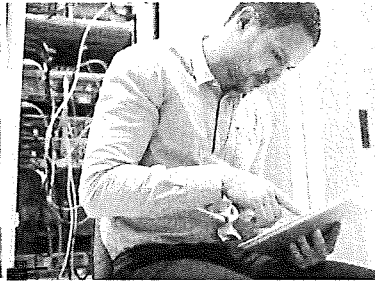
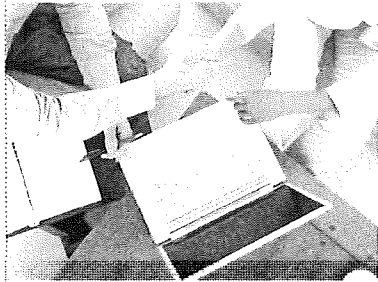
Kieran Keenan
Follett Vice President
Transitions

Follett takes the time to learn about your campus community – we customize how we respond to your campus and set up our systems for your specific campus environment. We pride ourselves on building personal connections with campus members to ensure a collaborative transition. We also utilize the opportunity that a transition presents to become a trusted and active partner with your best interest in mind right from the start. This is especially true for store staff. Follett prefers to utilize the current store staff experience and knowledge whenever possible. Our employee retention rate for employees still employed at Follett one year after a transition is 95% – an industry high.

We begin with a transition date after receiving your Letter of Intent. We then create a desirable timeline and plan that offers flexibility so we are able to meet the needs of the students and faculty with minimal disruption of service. In order to properly execute a transition, we use our well-documented, eight-week process as a guide. By establishing a partnership with campus financial and audit leadership, we begin to put the transition wheels in motion. Next, a campus store visit is scheduled with Follett's Vice President of Transitions to review the inventory valuation and inventory process. From there, our Regional Manager uses our New Store Data Packet to collect information relevant to technology, security, financial aid, human resources, general merchandise, graphics, logos, course materials, licenses, taxes and any other detailed information needed to kick-off the process.

**Follett has transitioned
a store every 15 days since 2001.**

Store Transition Timeline



Eight Weeks Prior



Seven Weeks Prior



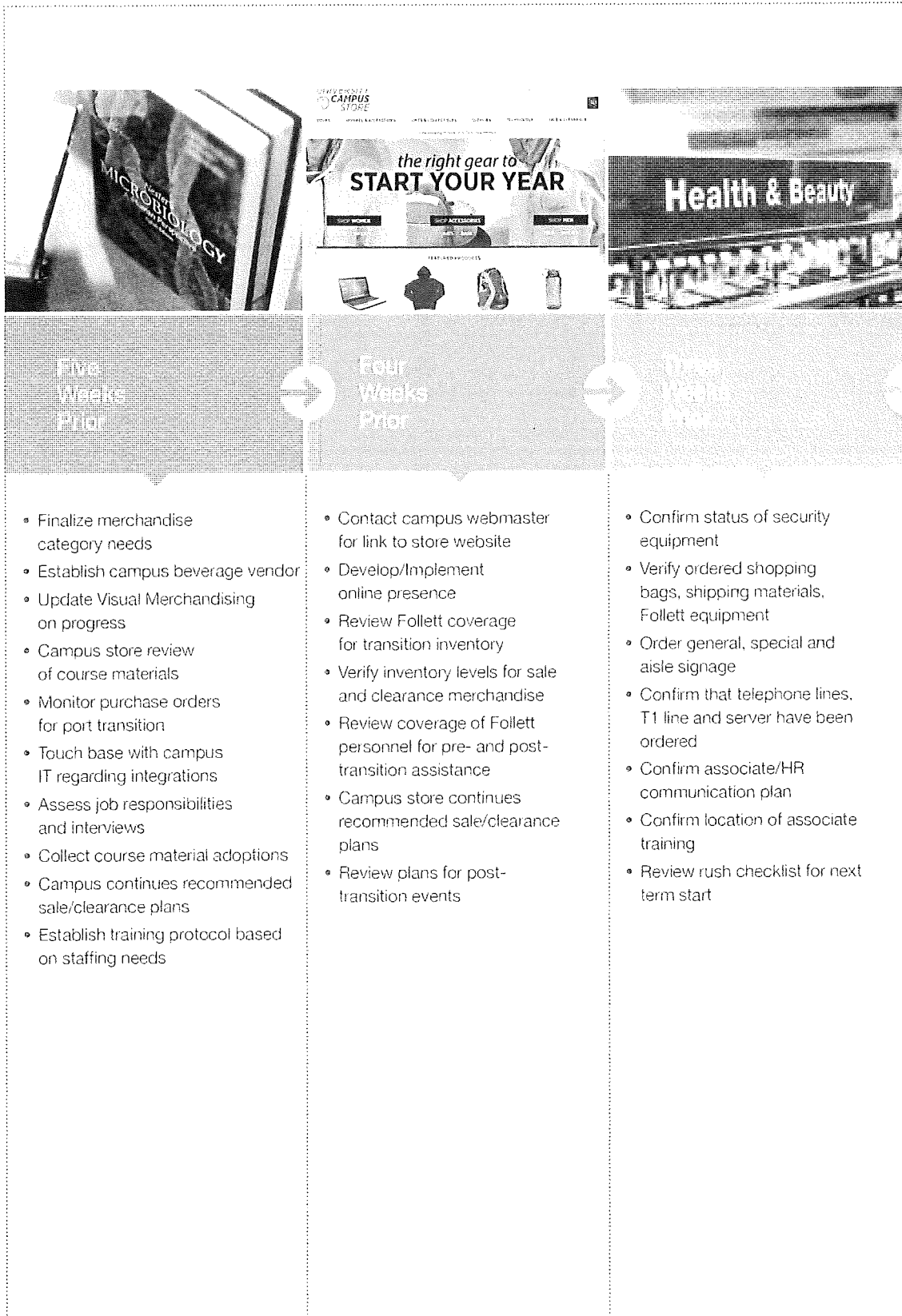
Six Weeks Prior

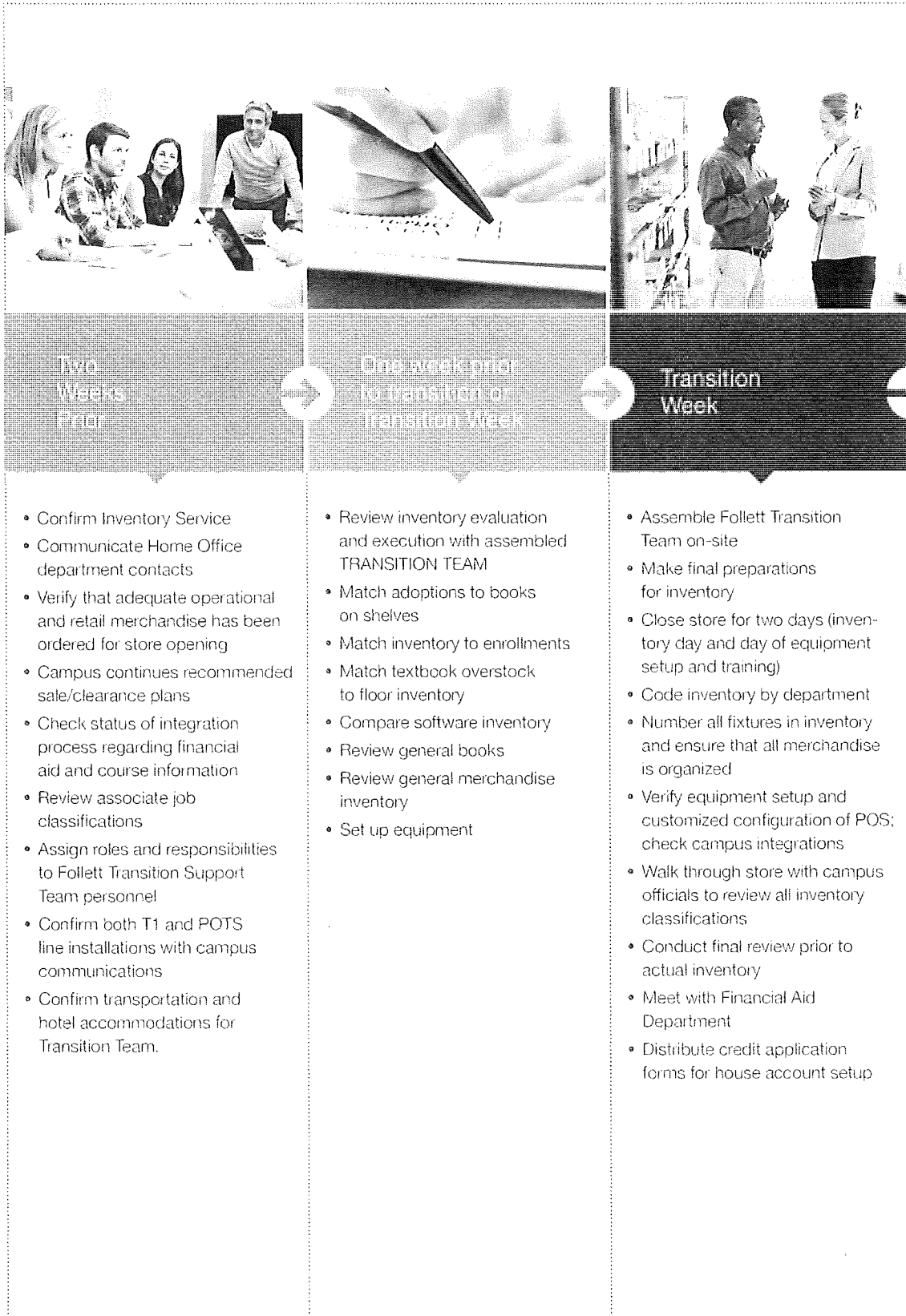


- Receive signed Letter of Intent
- Transition Team alerted
- Meet campus contact/Field Operations Team/Transition VP
- Establish campus integrations
- Set inventory date
- Review IT and electrical needs
- Plan for post-transition events
- Compile artwork and logo requirements
- Determine HR needs
- Work with Store Design on timing of renovation
- Meet with academics to obtain course material information

- Review security requirements
- Complete new store inventory evaluation
- Engage campus accounting
- Meet with Campus IT and Store Systems IT
- Begin ordering course materials
- Finalize plans for end of term buyback and/or rental return

- Review floor plan and fixture needs with Store Experience Team
- Create merchandising profiles and design planogram
- Establish location to stage and receive transition shipments
- Schedule Inventory Service
- Transition VP visits campus to review inventory criteria and process
- Review inventory levels and recommend sale/clearance plans







Transition Day (Store Closed)



Post- Transition

- Inventory the store
- Determine status of existing inventory
- Reticket designated clearance merchandise
- Remerchandise the front of the store
- Review HR schedules and budget with manager
- Review credit memo purchase process with school
- Change locks and safe combinations
- Document unadopted and unpurchased course materials

- 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
- 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
- Contact store planner for a meeting
- Review performance of new store associates
- Complete 90-day evaluation of all new store associates
- Meet with campus contact to review store process

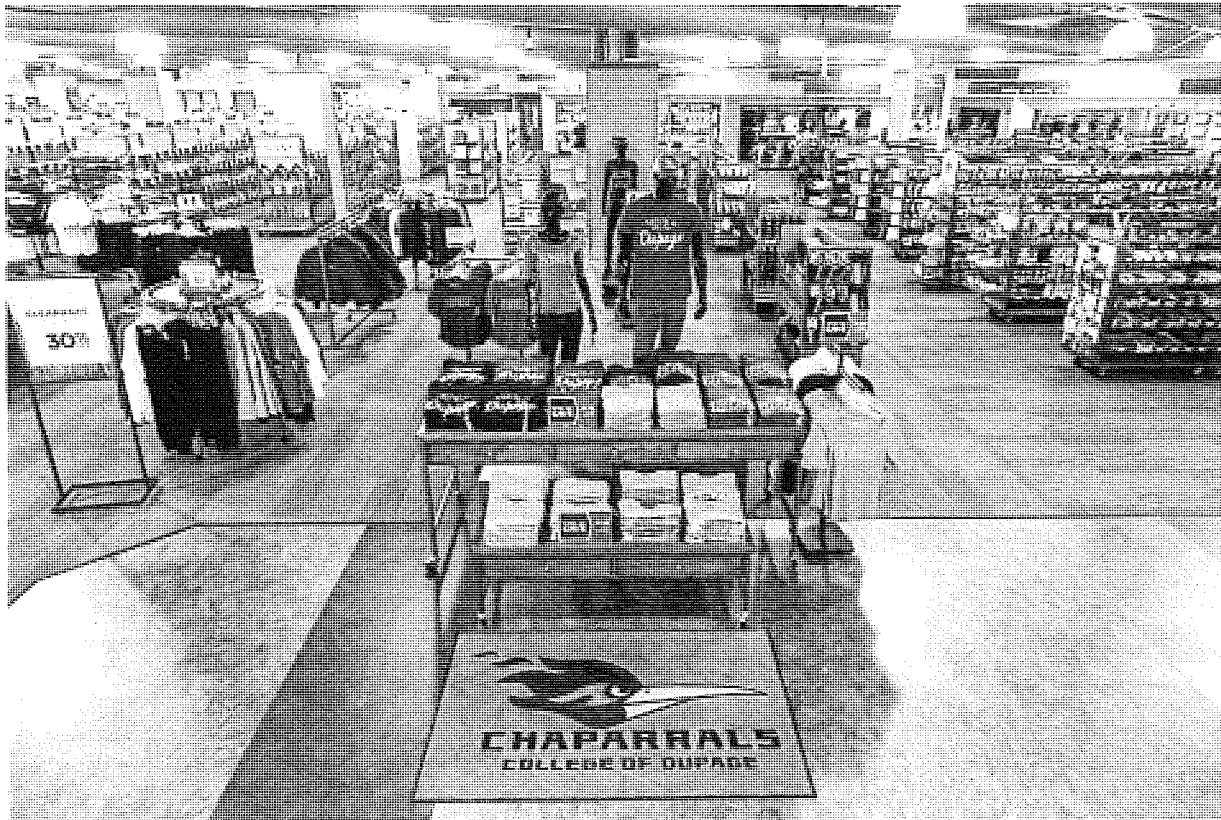
Customized Training Program

Follett's training team prepares a role based training plan for each store during the transition. The program consists of several units and foundational bases to ensure consistent and predictable outcomes that support our new managers and associates. The training program uses workbooks, videos, tutorials and simulations that are in a "See it. Try it." mode. There are exercises that allow the associate and manager to experience real-life scenarios in an educational environment, furthering their knowledge and skills to support their learning.

Inventory Specifics

We look for ways to help institutions realize more upfront savings by converting current assets into cash before the transition. We identify alternative uses for unsalable inventory, such as donations to camps, clubs and local charities, which helps with inventory disposal prior to the transition.

We utilize RGIS, a certified, third party inventory service, to conduct and provide an audit of the inventory.



Store Front at College of DuPage

Corporate and Social Responsibility

Follett not only makes campus stores more fiscally responsible, we also help them become more socially responsible, too.

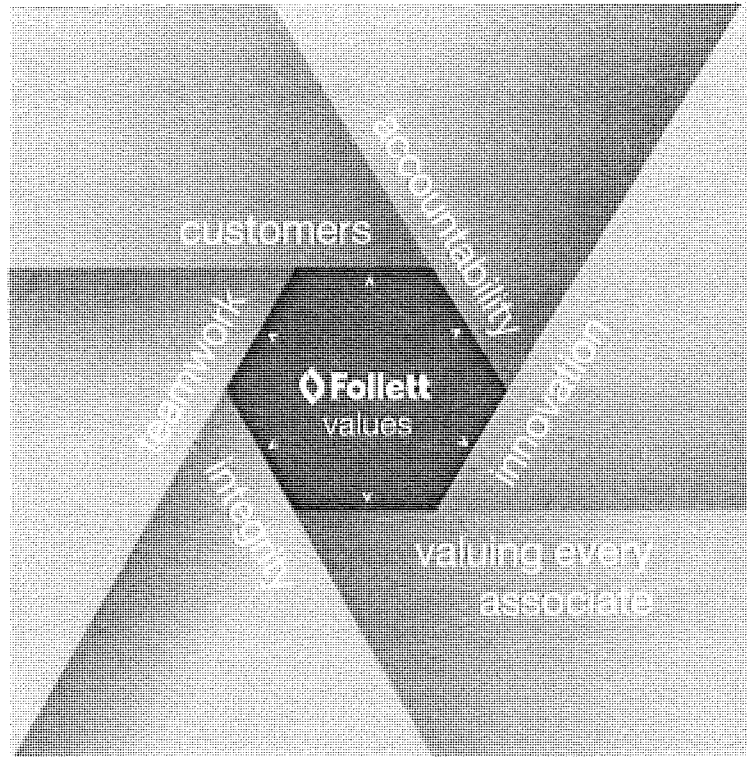
We practice good corporate citizenship and make social responsibility a high priority, both on a local level at our campus stores and at a corporate level. From our policies and procedures to our corporate values and charitable contributions, it is our ethics and our sense of responsibility to the schools and campuses we serve that define Follett as an organization. We are proud of the values that have guided us through our 140-year history, and we are confident that they will continue to guide us as we look toward a sustainable future.

Follett Values

Solid company values drive better employees, partners and customer experiences.

Values are more than just words at Follett. They serve as the foundation of everything we do. They drive the way in which we conduct business, shape the way we work and define us as a company. These values are a constant reminder of the importance of our customers and our associates – and the teamwork, accountability and integrity we expect of each and every associate.

Follett Values are defined as follows:



We value **CUSTOMERS** and keeping customers at the center of all we do. We value **TEAMWORK** and going farther together. We value **INTEGRITY** and always doing the right thing. We value **ACCOUNTABILITY** and owning the outcome. We value **INNOVATION** and challenging our team members to find a better way. And, we value **EVERY ASSOCIATE** for being open, honest and transparent.

Campus and Community Contributions

In addition to our Follett Values, we strive to set an example by reaching out to help our local, national, global and professional communities. This includes the communities surrounding our offices and the institutions we serve, as well as American cities devastated by natural disaster. Corporate social responsibility focuses on providing the best outcomes for both human and natural environments while staying accountable for best business practices. Follett's respect for the environment, our customers and our community will always be integral to our business.

“As the largest campus store retailer in North America, Follett recognizes the responsibility we have to add value to the lives of our community members and promote access to education. We take a lot of pride in the opportunity to connect students with the social causes that are important to them – like the world water crisis, for example – and to empower them to change lives through their purchase decisions. And, because education is the core of our business, we’re also committed to driving student success through scholarship programs.”

Don Germano,
Follett Higher Education Group President

Highlights:

- Follett annually donates about \$1,000,000 toward scholarships at the campuses we serve.
- We also routinely donate merchandise to campus organizations and charities.
- Follett campus stores build local partnerships to support causes relevant to your community. A recent example is our partnership with the University of Notre Dame on the Sock Out Homelessness campaign. The campaign sold socks at the campus store where a portion of the sale resulted in a donation of over \$12,000 to the Center for the Homeless in South Bend.
- We support the Thirst Project, a nonprofit organization whose mission is to end the global water crisis. The Thirst Project aligns to Follett’s sustainability efforts because the organization engages high school and college students to help make a difference in the lives of the people most in need of clean drinking water.
- In support of global education initiatives, Follett annually donates more than 100,000 textbooks to developing countries in Asia through the “Bridge to Asia” program and other book donation initiatives.

- We are an associate member of EDUCOM, which spearheads research into computer applications for colleges and universities.



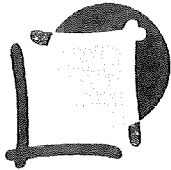
Ethical Vendor Policies

We know that it’s not enough to simply talk about one’s values – they must be demonstrated. That’s why we were the first academic retailer to develop strict guidelines for our business vendors. And, it’s why you can be sure that we buy only from officially licensed vendors.

In 1995, Follett led the academic retail industry in developing standards for fair labor practices in the manufacture of collegiate products. In doing so, we assumed a leadership position on the issue of child and sweatshop labor. Follett purchases only from reputable and responsible vendors that meet or exceed our strict Vendor Labor Code of Conduct:

- Our vendors must certify in writing that they are in compliance with our Code.
- Merchandise that is not manufactured according to our Code will be removed from sale. Vendors who do not comply with our Code risk termination as a source.
- Any Follett buyer who knowingly purchases products from vendors that do not meet our Code will be disciplined or terminated.

Follett Higher Education Group also became the first retailer to forge a partnership with the Fair Labor Association (FLA) in April 2008, thus adding another layer to our Labor Code of Conduct program. In addition to our membership, we encourage all major suppliers of clothing, footwear and logoed product to also join the FLA.

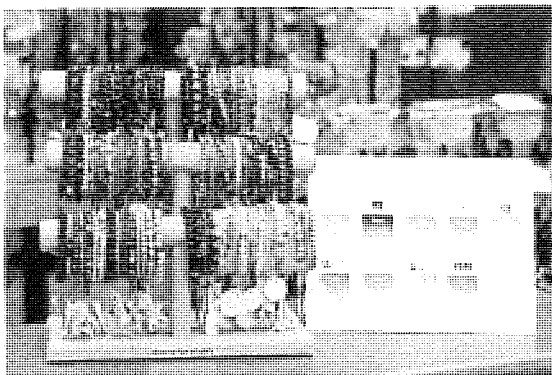


FAIR LABOR ASSOCIATION™

Socially Conscious Vendors

Follett is always looking for brands and products that demonstrate socially responsible messaging and missions that connect with our campus customers. We carry a wide variety of environmentally-friendly supplies like notebooks and folders as well as socially responsible clothing and accessories.

As an example, we recently launched a new jewelry product line in select Follett stores called Chavez for Charity. Through the sale of a colorful assortment of bracelets, Julie Marie Chavez's mission is to raise money and awareness for some of today's top charitable initiatives, including Gift for Life, Whole Planet Foundation, Water.org and Partners in Health.



Chavez for Charity display at University of Georgia

Another Follett vendor partner, Framing Success, partners with Trees for the Future to plant a tree for each diploma frame sold. Follett's annual sales alone contribute to the planting of about 55,000 trees!

We are also a proud partner of the brand Alta Gracia, an apparel manufacturer located in the Dominican Republic and known for paying its employees a living wage. This guarantees the consumer that proceeds from their purchase go directly to the people making the clothing – providing hope and a pathway out of poverty. Despite growing popularity amongst students, Alta Gracia traditionally struggled with acquiring the order volume required to maintain a sustainable operation during the winter months.



Alta Gracia display at Xavier University

This changed last year as a result of a multi-million dollar deal with Follett. Follett's commitment to orders for our stores helped make the Alta Gracia business model sustainable for the first time.

Sustainability

Our commitment to corporate responsibility also 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 stores we serve, at our corporate offices and at our distribution facilities.

After all, when you operate 1,200 local stores, doing little things can quickly add up to a big impact. In an effort to further our dedication to sustainability, the body of this proposal was printed entirely on recycled paper.

We would be interested in speaking with you about your vision for sustainability – and see how Follett can help you realize that vision.



Distribution Facility

Our Aurora Distribution Center (ADC) serves as a central hub of the Follett network, ensuring that students have quick and convenient access to the materials they need when they need them. Just as we value efficiency in distribution, we also strive for efficiency and sustainability in facility operations. Our ADC recently received a Gold Level Certification for "Excellence in Zero Waste" by the U.S. Zero Waste Business Council. The Excellence in Zero Waste certification is given to companies who divert more than 90 percent of their waste from a landfill or incinerator. Thanks to the hard work of all teams at the ADC, Follett was able to surpass this measure and received the Gold Level Certification, deferring 95 percent of our total waste away from landfills through a robust recycle, reuse and repurpose program.

This latest award follows several other notable sustainability achievements at the ADC, for example:

- Our exemplary score in the Construction Waste Management category of LEED (Leadership in Energy and Environmental Design) Certification in 2012
- Our Energy Star Certification in 2013
- Our milestone of five million pounds of deferred waste in March 2015



Energy

We consider energy part of our value chain, and managing it strengthens our bottom line as an organization. But paying close attention to the energy that we consume – and how we consume it – is about more than our bottom line. It's about ensuring a sustainable tomorrow. With that in mind, Follett evaluated every organization within our corporate family in order to develop standards and best practices that will ensure that we are acting as responsible stewards of the environment.



Our organizational goals are to not only find the right suppliers at the right price, but also to reduce our total energy consumption across our entire organization in order to conserve natural resources.

In addition to Follett's Aurora Distribution Facility being awarded LEED certification, a collection of Follett recycling programs have diverted more than five million pounds of waste from landfill, which represents 95% of the facility's waste. In recognition of this achievement, the Aurora facility received a Gold Level Certification for "Excellence in Zero Waste" by the U.S. Zero Waste Business Council in 2015.



Furthermore, Follett obtained Bronze-level status in the AASHE STARS system. The Sustainability Tracking, Assessment & Rating System™ (STARS) is a transparent, self-reporting framework for colleges and universities to measure their sustainability performance. STARS® was developed by AASHE (Association for the Advancement of Sustainability in Higher Education), an acknowledged thought leader that advances sustainability by providing invaluable resources with broad participation from diverse representatives of the higher education community.

Shipping Cartons

By thinking outside of the box, we reduced the amount of material in our boxes by a whopping 28 percent.

As you can imagine, when you ship nearly 20 million textbooks annually, you use a lot of shipping cartons. At Follett, we have addressed our use of shipping cartons in two ways: First, we use only cartons that have 35 percent or greater post-consumer recycled content for every shipment. Some of the plants that run our cartons have reached post-consumer content levels nearing 50 percent. Second, not only are Follett's cartons made from recycled materials, we also design them to minimize the amount of material required.

Whether using post-consumer content or implementing smarter packaging design, Follett does all that it can to make its operation sustainable.

Going Green with Store Design

Follett incorporates sustainable design practices into our campus stores whenever possible. Our broad range of vendor partners allows us to respond to sustainable construction for your campus store. We have the resources and partnerships needed to achieve LEED Certification or design with the environment in mind. A few examples of the vendors we leverage include:

Flooring

Imagine absolutely no waste. This is the concept behind “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's how it works: our vendor uses raw materials to make carpet. That carpet gets purchased and used. After it's 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.

Lighting

Follett has implemented LED lighting wherever applicable in the college stores we operate. LED lighting represents the very latest in lighting technology, delivering up to 65 percent in energy savings versus traditional lighting. 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 TCU 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. In the not too distant future, most countries will have made the switch. LED lamps meet stringent environmental regulations, such as California's Title 24, ASHRAE 90.1 and IECC.

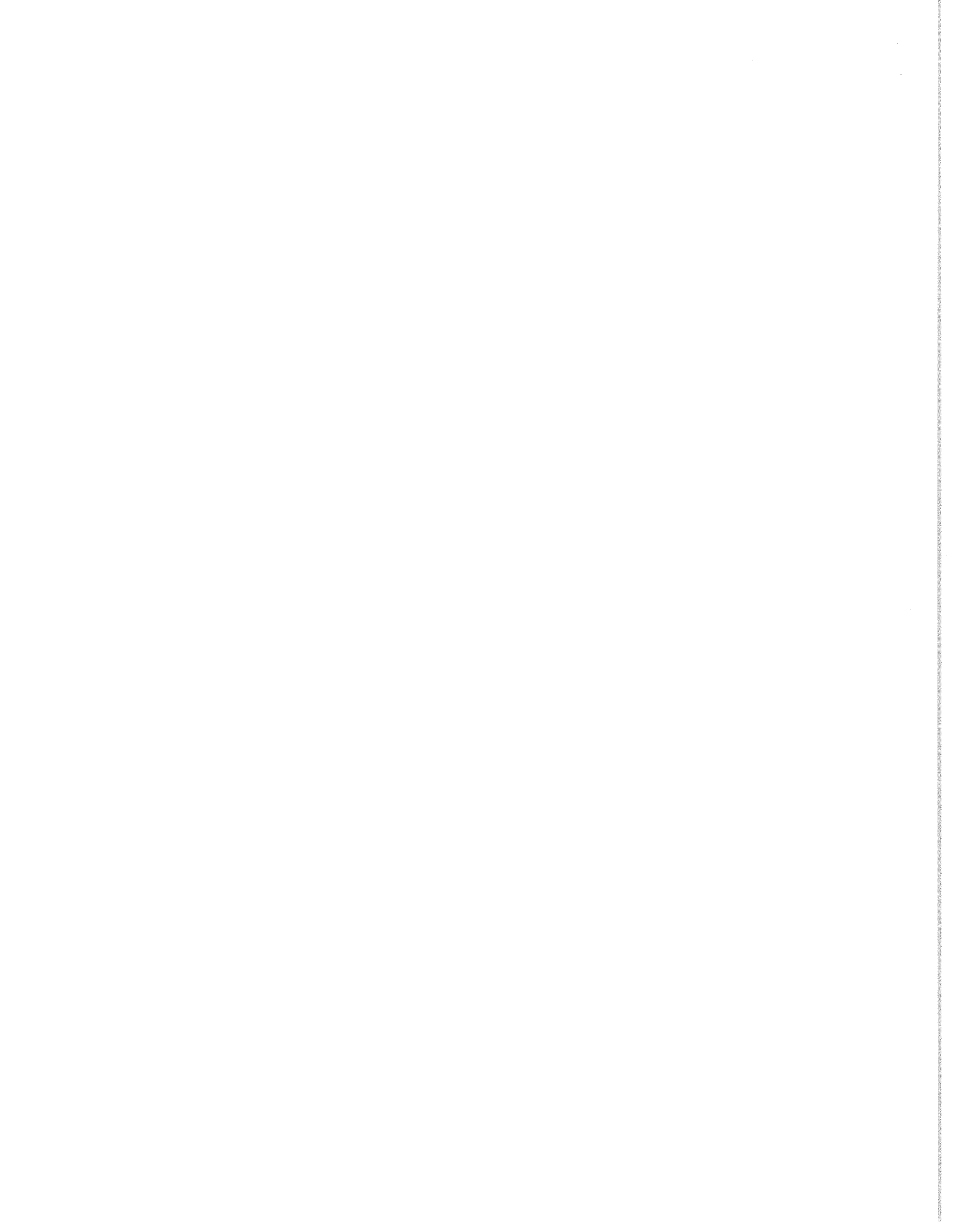
Construction Materials

You can breathe easier knowing that Follett is cutting our formaldehyde emissions by 97 percent, thanks to Woodstalk™ Fiberboard.

Follett uses Woodstalk™ Fiberboard, which is made from wheat straw using polyurethane resin as a binder instead of the formaldehyde typically found in similar products. The result is that formaldehyde emissions are cut by as much as 97 percent. The wheat straw itself is a reclaimed resource. If it were not used in Woodstalk™ Fiberboard, the straw would likely have been burned, adding greenhouse gases like carbon monoxide to the atmosphere.

Woodstalk™ Fiberboard has received LEED credits from the U.S. Green Building Council in the following categories:

- IEQ 4.4 and 4.5: Low-emitting materials
- MR Credit 4.1 and 4.2: Recycled content
- MR Credit 5.1 and 5.2: Local/regional materials
- MR Credit 6: Rapidly renewable materials
- DE Credit 1.1: Innovation in design



General Terms and Conditions

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 Quinsigamond Community College.

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 Quinsigamond Community College.

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 Quinsigamond Community College and Follett.

Licensing and Permits

Follett will obtain and maintain at its sole expense and in its name, all necessary permits, licenses and bonding required for the operation of the Quinsigamond Community College 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 Quinsigamond Community College (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: textbooks, 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 Quinsigamond Community College 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 Quinsigamond Community College 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.

Campus Store Name

For continuity, the name of the store will remain the same. Follett will ensure that appropriate store signage is provided. If any additional identifying store signs are considered, Follett understands that it must obtain approval prior to any development and display of proposed store signage.

Objectionable Items

Follett will not sell objectionable merchandise. Should Quinsigamond Community College question the sale of items that it considers objectionable, Follett will discontinue the display and sale of those items.

Inventory and Property Loss

Follett will be responsible for inventories and other properties damaged or lost while on display within the campus store or in transit to and from the store. Follett will also assume responsibility for the loss of monies, checks and credit card collections as well as inventory theft and robbery.

Public and Product Liability

To cover any personal injury and property damage, Follett will carry at least three million dollars (\$3,000,000) of public and product liability insurance for the term of the agreement.

Insurance

Follett will provide insurance coverage for its employees based on the requirements of the state laws where Quinsigamond Community College 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 Quinsigamond Community College 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 Quinsigamond Community College.

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 Quinsigamond Community College. 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 Quinsigamond Community College about needed facility repairs throughout the course of the agreement. Quinsigamond Community College will make or authorize repairs to the facility.

Should circumstances arise where Follett is deemed responsible for wear or damage, Quinsigamond Community College may request that Follett pay for the necessary repairs.

Quinsigamond Community College will allow Follett to use all the furniture, fixtures and equipment now being utilized in its store operation. Any Quinsigamond Community College equipment provided to Follett will be inventoried and attached to the Quinsigamond Community College agreement.

Follett will ensure that any Quinsigamond Community College -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 Quinsigamond Community College with consideration for normal wear and tear.

All leasehold investments made by Follett to Quinsigamond Community College shall become the property of Quinsigamond Community College at the termination, expiration, or non-renewal of an agreement. All movable fixtures and equipment installed by Follett in Quinsigamond Community College 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 Quinsigamond Community College for reasons other than cause or bankruptcy by Follett prior to the capital investment being fully depreciated, then Quinsigamond Community College will reimburse Follett for the undepreciated portion of the leasehold investment, and leasehold improvements shall become the property of Quinsigamond Community College. If the agreement is terminated for cause by Quinsigamond Community College or for bankruptcy, then Quinsigamond Community College shall not reimburse Follett for the undepreciated portion of the leasehold investment, and all moveable equipment and fixtures shall become the property of Quinsigamond Community College.

Utilities and Maintenance

Follett will be responsible for long-distance telephone charges and will be responsible for the janitorial maintenance throughout the agreement. Quinsigamond Community College 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 Quinsigamond Community College, 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 Quinsigamond Community College 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 Quinsigamond Community College supports our security efforts to protect the campus store's premises and inventory.

Transition Training

A specially designed "Welcome to Follett" orientation session is held as part of the transition, which presents the history of our company, associate 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 associates 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 associates understand the tools and resources available to manage a successful Follett store.

Internal Security Measures

Follett shall cooperate with Quinsigamond Community College in providing store security, loss prevention and emergency procedures in case of fire or casualty. Follett will work with Quinsigamond Community College 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 Quinsigamond Community College'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 Quinsigamond Community College.

Term of Contract

This agreement, when executed by the parties, will be effective as of July 1, 2016 (or a mutually agreed upon date), and shall continue in effect for four (4) - year period, ending June 30, 2020.

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, Quinsigamond Community College shall pay Follett the unamortized book value of: (a) all store improvements put in place by Follett and (b) any lump sum or one-time payments made by Follett to Quinsigamond Community College, 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, Quinsigamond Community College shall repurchase or require a new contractor to repurchase the store inventory, including rental inventory, under the same terms as purchased by Follett.

Follett Federal Employer Identification Number

36-259-3135

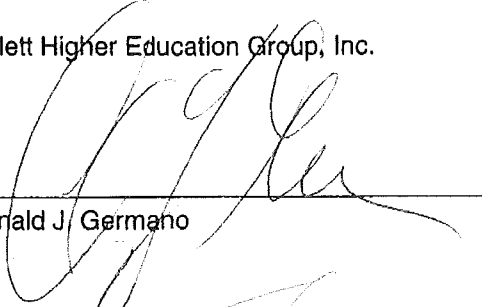
Additional Agreements

In addition to the terms and conditions set forth in the foregoing proposal, the Follett Higher Education Group and Quinsigamond Community College mutually agree to discuss, negotiate and resolve any other related issues that may require clarification. These additional terms will be included in the Final Agreement.

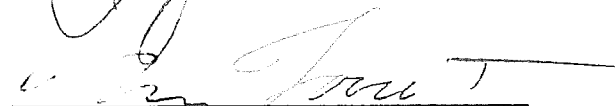


Authorized Signature

Follett Higher Education Group, Inc.



Donald J. Germano

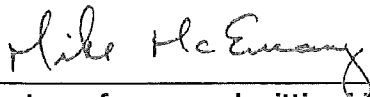


Attest

SECTION 13

CERTIFICATE OF TAX COMPLIANCE

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature of person submitting bid or proposal

Follett Higher Education Group, Inc.

5/6/16

Name of Business

Date

SECTION 14

Proposal Offer/Certification

Proposers are required to sign this form and submit it with their bid proposal.

To Quinsigamond Community College, the undersigned proposes to provide services for the Management and Operation of the College Bookstore in accordance with the terms specified below and the terms of this request: **QCC16-S1**.

Pursuant to Massachusetts General Laws Chapter 7, Section 54 Please certify that to the best of your knowledge, your organization and its supervisory employees, while in the employ of your organization, have no adjudicated record of substantial or repeated willful noncompliance with any relevant federal or state regulatory statute, including, but not limited to, statutes concerning labor relations, occupational safety and health, nondiscrimination and affirmative action, environmental protection, and conflicts of interest.

In addition, your organization will comply with a policy of non-discrimination and equal opportunity for all persons protected by chapter 151B.

The proposed contract compensation/fees are: See Financial Bid Forms

Company/Firm Name of Bidder: Follett Higher Education Group, Inc.

Name of Signatory (Person signing below): Donald J. Germano

Contact Name: Mike McEneany

Contact Telephone Number: 630.956.3699

Contact Business Address: 3 Westbrook Corporate Center, Suite 200

Contact City and State: Westchester, IL 60154

Contact Email Address: mmceneany@follett.com

Attachment A

COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.
2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.
3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.
4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.
5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.
6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.
7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.
8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility,

obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Contracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.
10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor is an affirmative action/equal opportunity employer and does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, veteran status, genetic information, gender identity or sexual orientation in its programs and activities as required by Title IX of the Educational Amendments of 1972, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, and other applicable statutes. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.
11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.
12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.
13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.
14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.
15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

Print Name: Donald J. Germano (signature)

Title: President

Date: 5/16/14

(Check One): Organization Individual

Full Legal Organization or Individual Name: Follett Higher Education Group, Inc.

Doing Business As: Name (If Different): _____

Tax Identification Number: 36,259,3135

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

Telephone: 708.884.0000

FAX: 708.884.0751

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: *Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108* in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

"Barnes & Noble College is able to meet our varied needs with flying colors. They have been proactive in providing needed services, both academically and on the retail side of our operations. The management team is very professional and customer service oriented."

— Bob Anderson, Central Piedmont Community College, Director of Auxiliary Services (Retired)

PROPOSAL SUBMITTAL

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“Barnes & Noble College demonstrated clear superiority over their competition in the following areas: mission fit, personnel assigned to the College, Level of service, return for College from bookstore operations, product mix, financial stability, track record of successful campus management, and their ability to be a true partner with the College.”

– Benjamin B. Ferrell, Ph.D., Executive Vice President, Campus Planning & Operations,
Austin Community College

COMPANY HISTORY & BACKGROUND

Company History & Background

1. Company Background. Provide your qualifications and experience in managing college/university bookstores. Describe your experience serving public colleges, including community colleges.

COMPANY HISTORY

Len Riggio, the company's founder, began his bookselling career while attending New York University, in the early 1960s. Working as a clerk in the NYU Bookstore, he became convinced he could do a better job serving students, and he opened a competing store of his own. With a small investment, Len established the Student Book Exchange (SBX) in Manhattan's Greenwich Village in 1965. The store quickly became one of New York's finest bookstores, known for its knowledgeable staff, wide selection and great service.

In 1968, the company signed its first on-campus management contract with Queensborough Community College, which we still proudly serve today, and by the early 1970s, the company included six other college bookstores, all acquired under the flagship Barnes & Noble trade name. Within a few years, the company expanded its reach to include more than 20 campus bookstores in New York, New Jersey and Pennsylvania.

Len's commitment to students continues today through Barnes & Noble College's strategic partnerships with 748 colleges and universities and over 7,150 publishers across the nation. We build and maintain relationships with campus communities through our Listen, Learn, Act research initiatives, serving more than five million students, alumni and faculty. We ensure that we offer them dynamic experiences, in-store and online, through our multi-channel retail and marketing strategies. We stay at the forefront in digital education, creating our *Yuzu* platform and keeping our sights on new ways to create a digital teaching and learning experience that improves student outcomes and retention. We continue to make scalable investments in technology that position us for the future. Everything we do serves to position campus bookstores as strategic financial assets for their schools – and provides us a platform for growth that opens up a wealth of opportunities for our company and our campus partners.

In August 2015, Barnes & Noble Education separated from Barnes & Noble, Inc., becoming an independent, publicly traded company focused on the broader educational services market. As part of the separation, Barnes & Noble College became

a wholly owned subsidiary of Barnes & Noble Education, continuing to bring a deep understanding of higher education cultivated from decades of serving as a strategic partner for colleges and universities. Deeply integrated into campus, we serve as a complete solution provider, offering a customized, multi-channel retail experience; affordable print and digital educational content; career and peer-to-peer learning services and innovative technologies that enhance the student and faculty experience.

ORGANIZATIONAL STRUCTURE & STRENGTH

The separation of Barnes & Noble, Inc., and Barnes & Noble Education created two independent, publicly traded companies. Barnes & Noble Education, Inc., is now headquartered in Basking Ridge, NJ, which also continues to serve as the home office for Barnes & Noble College. Max J. Roberts, Chief Executive Officer of Barnes & Noble College, continues to lead our organization, along with Patrick Maloney, President; Bill Maloney, Executive Vice President; and Barry Brover, Chief Financial Officer.

This management team has worked together for over 20 years, which is unprecedented in our industry. Committed and consistent, never wavering on their responsibilities to our campus partners and our employees. Always encouraging an environment to make the right decision with students top of mind.

In this new structure, Barnes & Noble Education will focus on the broader educational services market, with Barnes & Noble College serving as a wholly owned subsidiary. We're starting from a solid position; during FY2015, Barnes & Noble College had \$1.8 billion in revenue and \$91 million of EBITDA, and no debt. As of the end of the third quarter (January 2016) Barnes & Noble College had fiscal year to date revenue of \$1.5 billion which was a 1% increase from the prior year period.

The balance sheet is very strong with no debt outstanding and \$127 million in cash at the end of the quarter. The Company has a \$400 million credit facility available, with an option to increase the committed facility by up to an additional \$100 million. The facility which has low seasonal working capital usage in August and December expires in August 2020. The strength of the balance sheet and the

positive cash flow provide the foundation and financial backbone to support the expected continued investments in digital education and growth of new stores, including opening 43 new stores in FY2016 year to date and maintaining a full pipeline of potential new partners.

Customer satisfaction – one of our highest priorities – also remains exceptionally strong, with 96% of our existing campus partners rating our partnership as excellent or good, and 93% renewing or extending their contracts over the past three fiscal years.

Together, Barnes & Noble Education and Barnes & Noble College have a significant platform for growth, and we will build on this platform to enhance services for all of our current and future campus partners.

BENEFITS FOR CAMPUS PARTNERS

Barnes & Noble College has long acted as a strategic partner, collaborator and support system for our campus partners. Now, we have more resources and opportunities than ever to serve them as the higher education landscape continues to evolve. With access to long-term capital to fuel growth, we can continue to deliver new solutions and services, including digital content and education technology offerings that will meet the needs of current and future students and faculty. We are positioned to ensure that each campus bookstore remains a strategic financial asset for its school.

We welcome the transparency that comes with being a public company. While we've always strived to keep our campus partners informed and engaged, our status as a stand-alone public company means there will be no surprises. Our financial performance, business strategy, operations, management actions and other decisions will be available to all. This only adds to our existing drive to work closely with our campus partners, growing our understanding of their needs and their business so that we can escalate in the areas most important to them.

Technology and the evolution of digital education is a key area of focus for us. We have invested millions of dollars to deliver a robust ecosystem of technologies that meet real needs and solve real problems on campus. *Yuzu*, our digital education platform powered by our strategic digital partnership with VitalSource, a global leader in building, enhancing and delivering digital content, creates a smoother flow of information between faculty and students, making it easier to access engaging, inspiring course materials. *FacultyEnlight*, our online adoption platform, saves faculty precious time in researching and adopting

the best course materials from a wide range of affordable options. Our *Campus Connect Technologies*, from the simple-to-implement Registration Integration system to real-time Financial Aid modules, save students money and keep revenue on campus by providing a seamless process to order course materials in a variety of formats. These and all technology solutions in the ecosystem – including our recent acquisition digital learning platform and analytics provider LoudCloud – work to power the academic process and make lives easier across all campus communities.

We know that one of the best ways we can serve our campus partners is to continue growing our business, which fuels development of the next generation of retail and learning resources and helps create the experiences students and faculty deserve. This is our sole focus, and it ensures that your campus bookstore remains a strategic and growing financial asset on campus, helping partners like you achieve your most important business goals.

RELEVANT EXPERIENCE

Barnes & Noble College's philosophy of supporting and celebrating the social and academic aspirations of our students, faculty, alumni and administrators aligns well with QCC's overall goals of improving textbook/course materials affordability for students, leading the transformation from traditional textbooks to digital course materials, improving customer satisfaction, providing skilled and professional individuals to assure quality performance of duties, obtaining specified course materials and supplies, both required and recommended prior to the opening of each term and maximizing the financial contribution to QCC, while achieving the qualitative and service goals.

Our philosophy has led to successful partnerships at 251 individual community and technical college campus stores nationwide, including 49 community college systems with multiple campus locations. **Don't just take our word for it. Click [NEXT](#), Barnes & Noble College's website, where we showcase our partners and celebrate how we help them achieve success.** Should you not be reading our response digitally, please visit next.bncollege.com where all the referenced stories can easily be accessed.

2. Client List. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Identify at least five (5) clients with bookstores similar in nature to the QCC Bookstore.

AND

3. References. Documented successful completion of at least three (3) projects of significant size, scope and performance level in the past ten (10) years by providing three (3) references with contact information for previous/current customers is required to qualify as an acceptable proposal.

Barnes & Noble College proudly manages 748 colleges and universities nation-wide, including 251 individual community and technical college campus stores nationwide and 49 community college systems with multiple campus locations. Our complete Client List has been provided as Exhibit A and, as selected references, we offer the following list of schools we currently serve.

COLLEGE/UNIVERSITY	ENROLLMENT	BEGAN BOOKSTORE OPERATIONS	VOLUME
Assumption College Todd Derderian Director of Business Services tderderi@assumption.edu 508-767-7392	2,706	2016	\$1.7M
Bunker Hill Community College Richard Pishkin Associate Auxiliary Services rpishkin@bhcc.mass.edu 617-228-2427	13,600	1998	\$5.4M
Massasoit Community College William Mitchell Vice President of Administration wamitchell@massasoit.mass.edu 508-588-9100 ext. 1510	8,209	2012	\$2.6M
Nichols College Michael Stanton Vice President of Administration michael.stanton@nichols.edu 508-213-2285	1,368	2004	\$.6M
Quincy College Joseph Mercurio Vice President of Finance and Administration jmercurio@quincycollege.edu 617-984-1775	4,495	2014	\$2.2M

4. Discontinued Client List. Provide a list of all college/university accounts that were canceled or not renewed during the past five years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the Bookstore.

As requested we have provided our Five Year Discontinued Client List as Exhibit B.

5. Financial Statements. Include your company's certified financial statements for the past two (2) years.

A copy of our most recent Financial Statement has been provided as Exhibit C. Our Dun & Bradstreet rating is 5A3.



Northern Virginia Community College Manassas

"Since partnering with Barnes & Noble College, KCTCS has seen improvement in every aspect of its bookstore operations and management to the point of excellence in all categories—from better customer service to financial viability to infrastructure and technology enhancements."

— Wendell A. Followell, System Director of Business Services,
Kentucky Community and Technical College System

OPERATIONS

Operations

**1. Management Plan. Describe your management/operations plan for the Bookstores.
AND**

2. Customized Bookstore Services. Describe your plan to accommodate customized Bookstore services that would include Bus Passes and Postage Stamps.

At Barnes & Noble College, we don't just meet the challenges facing our partner institutions, we cement a partnership with colleges and universities at all levels across campus to drive success. We don't just sell course materials, we deliver opportunities. We don't just drive revenue, we create sustainable higher education models. We don't just operate the campus bookstore for you, we reward the investment you've made by establishing a dynamic campus hub that supports your academic mission.

DRIVE STUDENT SUCCESS

Inspired students provide the energy on which campuses thrive. The campus bookstore needs to be the epicenter of that true student experience, precisely reflecting Quinsigamond Community College's mission and values. Providing affordable course materials is paramount. But only we are the partner in equipping students for total success, in the classroom and beyond.

ADVANCE DIGITAL EDUCATION & TECHNOLOGY

As online learning becomes standard, digital tools and resources are constantly evolving. We innovate with purpose, refreshing our dynamic technology platforms based directly on feedback from your students, faculty and campus community. It's about more than creating something new – it's about creating something better.

CREATE DYNAMIC EXPERIENCES

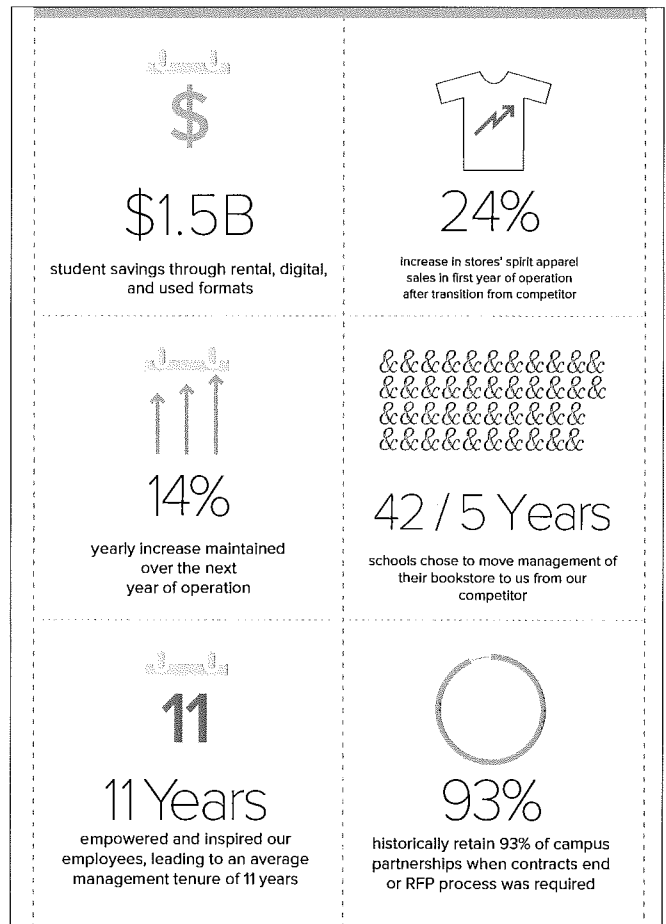
We help students make more than purchases. We help them make memories. We will do this by establishing the Quinsigamond Community College campus bookstore as a vibrant social and academic hub. This experience transcends transactions to ensure that students feel fully supported and engaged.

UNITE QUINSIGAMOND COMMUNITY COLLEGE COMMUNITY

Affiliation. Belonging. School spirit and pride. It all comes together in the Quinsigamond Community College campus bookstore, where we drive loyalty by building richer relationships with your campus community. Beyond delivering the most affordable course materials, we're focused on leading the industry in retail and student success innovation.

CUSTOMIZED BOOKSTORE SERVICES

With Barnes & Noble College, the QCC Bookstore will remain your bookstore and this includes never saying no to carrying non-traditional and pass through sale items such as bus passes and postage stamps. We see providing these services as a fundamental role of the bookstore as we strive to be a complete support system for your campus community.



"In my six years as a full-time instructor at the Loudoun Campus of Northern Virginia Community College, I have been extremely pleased with the products and services offered by our bookstore. Each semester, I am tasked with requesting all of the textbooks for Biology and Natural Sciences courses. As such, I am in frequent contact with bookstore employees concerning everything from edition changes to packaging options. My inquiries are always handled in a timely, professional manner, and the current management team excels and meets the needs of both faculty and students."

— Scott Matthews, Assistant Professor/Assistant Dean at Northern Virginia Community College

CUSTOMER SERVICE

Customer Service

1. Customer Service. Describe in detail how your company will provide excellent customer service at the Bookstores.

From the Home Office and your store management to your on-the-floor student team members, we empower our employees with the tools, knowledge and support they need to deliver an exceptional, customized experience to your campus.

By empowering your on-campus Store Team with the skills and authority to act in the best interests of their school, we ensure your campus community does not receive an impersonal one-size-fits-all experience.

Your Store Team will take the time to understand your students, faculty and staff, building deep relationships that address ongoing needs and any questions or concerns they may have. By building these connections, and working closely with our Quinsigamond Community College campus partners, we will deliver an exceptional level of customer service that positions the bookstore as a trusted academic and social destination on your campus.

Our commitment to customer service extends well beyond the physical bookstore – from the moment your students are accepted to Quinsigamond Community College to beyond graduation – when they become proud members of the Quinsigamond Community College alumni community.

Over 56,000 new students nationwide attended VIP shopping nights this Fall semester for an exclusive experience and guidance on course materials.

Through our *Igniting the New Student Connection* and *Igniting the Alumni Connection* initiatives and VIP Shopping Nights, designed to welcome your new students to campus, we are able to build deep bonds with your students past, present and future.

2. Customer Feedback. Describe the methods your company will use to obtain regular feedback from Bookstore customers to ensure a high level of customer satisfaction.

To ensure that Barnes & Noble College is delivering superior customer service to Quinsigamond Community College, we listen, we learn, and we act by soliciting ongoing feedback from you, your students and your faculty through:

- Focus groups, surveys, Barnes & Noble College Student & Faculty POV groups, and trusted research partners – These methods allow us to identify the likes and dislikes of your students and faculty, areas for improvement, potential new initiatives and nationwide trends. We maintain constant contact with our campus partners throughout the year, constantly gathering information we use to enhance specific campus offerings and overall company initiatives.
- Bookstore Innovation Groups – Composed of key members of your campus community, including students, faculty and administrators, your campus' Bookstore Innovation Group will meet once or twice per term to assess the bookstore's performance and discuss suggestions for enhancements.
- Customer Service Shoppers – We enlist customer service shoppers who will visit the Quinsigamond Community College Bookstore several times per year, allowing us to understand and evaluate our customer service. We will leverage our shoppers' insight to identify areas for training or improvement, and to deliver more innovative retail strategies for your store. We are also in the process of developing a customer service component for our mobile app to allow our customers to rate their shopping experience in real time.
- eCommerce Sites – Visitors to the Quinsigamond Community College Bookstore website will be able to submit easy-to-find feedback forms, and your Store Manager will review and respond to every one.

- Social Media – Our groundbreaking social customer service program – the first in the academic marketplace – will allow Quinsigamond Community College students to connect with us 24/7 in real-time through Facebook and Twitter.

Our customer service will also have a shared focus on collaboration and academic success with you and your campus administrators. In addition to regular meetings with you, we will conduct three formal reviews – a Year in Review

in July and two Semi-Annual Reviews after Rush periods – to talk about your bookstore’s successes, challenges and overall results, as well as new ideas for programs designed specifically for Quinsigamond Community College. Your Store Manager will also work closely with you throughout the year with our *Partnership for Success* initiative, featuring innovative programs aimed at students, parents, faculty and fans to celebrate and promote your school’s brand while driving sales at your campus bookstore.

3. Customer Service Training. Describe your customer service training program for the Bookstores Staff.

Serving students and faculty is our sacred mission, and the backbone of our collective success is the team that brings that experience to life. Your people will always be the most important part of the customer service program at the Quinsigamond Community College Bookstore.



In addition to our extensive general training programs, your store management and student booksellers will participate in our *WOW!* customer service training program and upon completion will be fully equipped to address any questions or issues your customers may have.

WOW! includes a three-step process encouraging our employees to go above and beyond customer expectations at every point of contact: Welcome the Customer, Open the Conversation and Wrap Up the Sale.

The training program and ongoing support includes:

- Online learning with simulation and matching exercises
- Information and tips about serving different customer groups, including students, parents, faculty and members of the surrounding community
- Special *WOW!* recognition cards that celebrate booksellers who go above and beyond
- Inspiring words of wisdom frequently sent to encourage employees to create an outstanding customer experience

Additionally, we have implemented a year-long learning program developed by the Franklin Covey Group, experts in productivity and time management. The customized program is designed to dramatically increase our Store Managers’ ability to make more strategic, high-impact choices and achieve the greatest results for their individual stores.

4. Refund Policy. Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, etc., and general merchandise.

REFUNDS & EXCHANGES

Barnes & Noble College maintains a liberal refund policy which we feel is the best way to encourage repeat business and serve your students. Our standard refund policy is as follows:

TEXTBOOKS

The Quinsigamond Community College Bookstore will issue refunds in the original form of payment for textbooks purchased at the bookstore if returned in original condition, with original receipt and within the first week of classes.

Within 30 days of the first day of classes, textbooks will be refunded with original receipt and with valid proof of add/drop.

GENERAL READING BOOKS, MEDICAL & SPECIALTY REFERENCE BOOKS, SOFTWARE, AUDIO, VIDEO & SMALL ELECTRONICS

The bookstore will issue refunds in the original form of payment if returned in original condition, with original receipt and within 14 days of purchase. Opened software, audio books, DVDs, CDs, music and small electronics may not be returned for a refund, but can be exchanged for the same item if defective.

ALL OTHER MERCHANDISE

The bookstore will issue refunds in the original form of payment any time during the term for other merchandise purchased at the bookstore if returned in original condition and with original receipt. If returned without a receipt, a store credit will be issued at the current selling price.

Food and beverages, unwrapped loose leaf books, activated eBooks, custom course materials, outlines, study guides, school guides, magazines and prepaid cards are non-returnable.

5. Textbook Rental Collection Process. Describe your textbook rental collection process for textbooks that have not been returned by students, including fees assessed for textbooks that have not been returned, and third-party collection agencies utilized to collect rental textbooks.

RENTAL PROGRAM POLICIES

- Renters must be at least 18 years of age. They must have a valid, personal credit card to secure the rental, even if payment for rented materials is made through financial aid, campus debit card, or other forms of tender. Students are responsible for loss or theft of all rented materials. Rented materials not returned by the return date, or returned but not in salable condition, will be subject to replacement fees equal to 75% of the new book price, plus a 7.5% processing fee. In the event that the credit card is no longer valid, Barnes & Noble College will contact via email the student, who will then have 15 days to pay the fees before their account is turned over to a third party. After payment of penalties, the rented course materials become the property of the student.
- The rental period begins the day a student pays his or her rental fee and ends on the last day of final exams. Students agree to return course materials to the bookstore, in person or via mail, in salable condition by the return date. Salable condition includes normal use of highlighting and writing inside the text. Textbooks with excessive highlighting or markings that may inhibit future usage may be refused return.
- In general, rental returns are acceptable with an intact spine, cover or contents in good condition, and all original pages and components are intact. Students who return materials via mail agree to ship on or before the rental return date, ensuring that their materials will be available for future student use in a timely fashion.
- We will track each of your students' rentals with a robust customer communications outreach plan that reminds them of their return deadlines. Students who decide to convert their rental to a purchase in the first two weeks of classes may do so with no additional charges. If a student decides to keep a book at the end of the term, we offer an easy and convenient purchase option. Alternatively, students who drop a class or decide they no longer need their rental have the same options as new book buyers.

6. Hours of Operation. Describe your proposed hours of operation for the Bookstores.

It is our policy to adjust the business hours of your bookstore to provide the best possible service. We will plan the bookstore's hours to take into account your school's calendar and special events that occur on campus, such as major athletic contests, campus lectures and special weekends.

"Barnes & Noble Collehas delivered on every occasion in not only meeting your responsibilities but in exceeding our expectations. Since joining us at Gadsden State as our bookstore vendor, we have seen sales increase, expenses decrease, and total return to the College increase. Our students, faculty and staff are happy with the fast, friendly, courteous service we all receive. Your support of our scholarship fund, sponsorship of student activities, and involvement in each aspect of college life has been overwhelming. We appreciate your professional attitude and ability to meet our needs. We look forward to many more years of positive association."

— James Prucnal, Dean of Financial & Administrative Services,
Gadsden State Community College

STAFFING / PERSONNEL

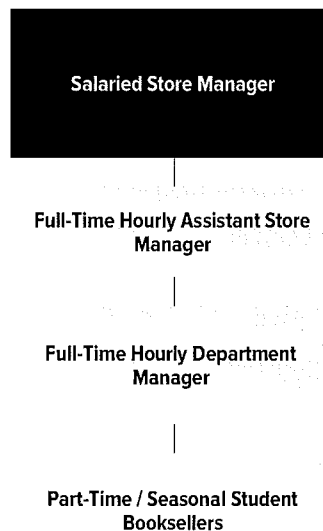
Staffing / Personnel

1. Bookstore Organization Charts. Provide your proposed organization chart, staffing plan, and reporting structure for each Bookstore. Please indicate full-time positions and part-time positions for each Bookstore.

QUALIFIED ON-SITE MANAGEMENT

Barnes & Noble College will make sure the Quinsigamond Community College Bookstore is always efficiently staffed with an experienced management and support team who are hands-on and will work collaboratively with your administration to deliver exceptional customer service to all customers – at all times. All staffing decisions related to the Manager, Assistant Manager, and Departmental Manager positions will be discussed with and approved by Quinsigamond Community College.

Below is our proposed staffing model. In the case of urgent staffing needs, we provide additional personnel to ensure we deliver the quality of service your customers expect and deserve.



2. Describe your:

- Personnel Policies

- Hiring Policies, including required qualification for Bookstore Managers

- Benefit Programs

Barnes & Noble College will make sure the Quinsigamond Community College Bookstore is always efficiently staffed with an experienced management and support team who are hands-on and will work collaboratively with your administration to deliver exceptional customer service to all customers – at all times.

A PASSION TO SERVE

At Barnes & Noble College, the backbone of our success – and yours – is our people. From our Home Office to our bookstore Managers to our on-the-floor student booksellers, our people differentiate us.

As retail experts and education innovators, campus advocates and trusted resources, our employees deliver an exceptional experience, not a faceless transaction. They will take the time to deeply understand your school, ensuring the bookstore's merchandise, products and services align with the unique needs of Quinsigamond Community College.

They will build relationships with your students, faculty, staff and community-at-large to position the bookstore as the trusted social and academic resource your campus deserves. They'll be more than simply "Barnes & Noble College people" – they'll be YOUR people.

Our employees feel empowered by our operating philosophy and it shows in our average bookstore management team tenure of 11 years – far longer than the average tenure in the American workplace, let alone in the retail industry.

YOUR TEAM

If chosen as your partner, we will welcome your current Quinsigamond Community College Bookstore employees into our family. We greatly value their knowledge and experience on your campus, and are deeply committed to retaining your current employees.

We'll meet with each of them to discuss their interests, skills and careers goals as well as address any questions or concerns they may have to make sure they are comfortable with the transition.

They'll also be enrolled in our comprehensive training and development program and will receive Barnes & Noble College employee benefits. Together, we will ensure

a smooth transition process for all, while maintaining a consistent, superior level of service for your campus community.

Our Store Manager Job Description has been provided as Exhibit D.

CAREER OPPORTUNITIES FOR STUDENT EMPLOYEES – RETAIL INTERNSHIP

We will recruit talented and promising Quinsigamond Community College students as our main resource for part-time and seasonal booksellers. They will also have the opportunity to participate in our Retail Internship Program. Interested candidates will interview with local and regional management, and accepted students will participate in an 18-24 month management development course that will include practical, hands-on experience at the Quinsigamond Community College Bookstore.

Upon completion, each student's credentials, interests and geographic preferences are added to Talent Tracker, our internal talent development platform, making them searchable by all hiring managers who may be looking to fill a specific position to facilitate his or her placement in a management position in one of our campus bookstores across the country.

This program has seen great success, with 81% of students staying for a full year after placement, and 68% staying after two years. In fact, many of our senior executives started their careers with Barnes & Noble College in just this way.

CAREER AND PROFESSIONAL GUIDANCE

As a major employer of millennials with over 10,000 students working in our campus bookstores, Barnes & Noble College has become an employer of choice among students nationwide. At the same time, retail has become an industry they associate with their ability to affect change, move quickly and provide challenging environments suited to their career expectations.

Our longtime partner National Retail Federation (NRF) also recognizes the importance of impressing students early about the opportunities offered by a career in retail. A recent Livestream event broadcasted the Student Program at the NRF's Retail's BIG Show event. Barnes & Noble College both sponsored and promoted the event, enabling over 1,000 students to attend the event remotely.

The sponsorship of the Student Program ties in with Barnes & Noble College's Career Now program. Originating out of our 2015 Millennial Mindset research initiative, and now in its second year, the program continues its educational efforts while also developing grass roots support for campus career services and resources in helping prepare students for a professional life after school.

EMPOWERMENT & TRAINING

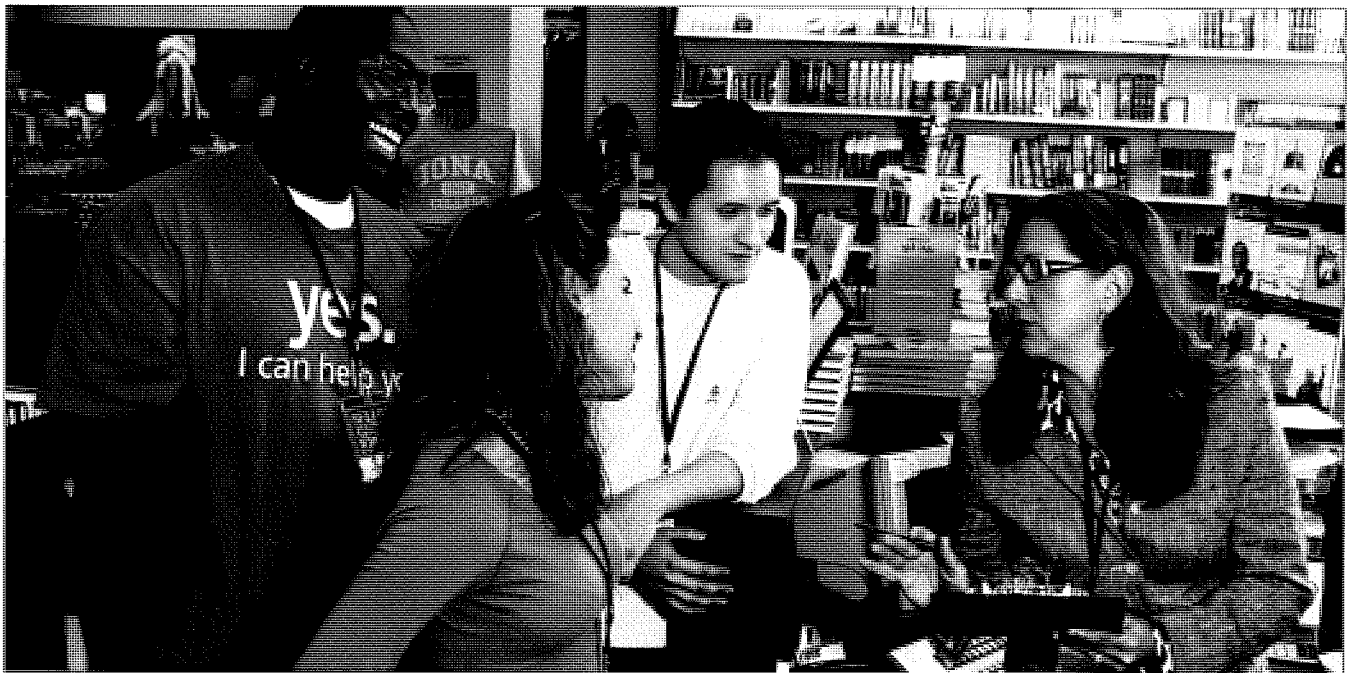
At Barnes & Noble College, we are focused on building a bench for your bookstore. From our student employees to our Store Managers and Regional Managers, we cultivate an environment of continuous learning and development, creating a team of retail experts and education innovators, campus advocates and trusted resources for your campus community.

Our comprehensive training and development program revolves around a highly valued aspect of our company's culture: empowerment. Each of our employees is empowered with the tools and support to encourage their own development, as well as their ability to help develop

coworkers and colleagues into next-generation leaders. By providing them with access to the support and resources they need, including national retail and digital expertise from our home office, our store teams are empowered at the local level to deliver a customized experience rather than a standard transaction.

Our detailed onboarding program provides the training, support and resources all new employees need to be successful. For example, all new Store Managers participate in our Management Development program, which includes a week-long training that is offered three times a year. The program also provides a helpful *Roadmap to Success*, an identified mentor, a certified trainer and other valuable tools and resources. Nearly 60% of participants are promoted from within the company.

Since everything we do at Barnes & Noble College is grounded in research, we spend a lot of time in the needs assessment phase for every aspect of our training program. Specifically, we'll get to know the Quinsigamond Community College Bookstore staff, so we can customize our training curriculum to their specific roles and learning styles. This personalized approach enables them to understand the direct impact they have on their client and their campus. We'll also solicit their feedback, allowing us to be in constant refresh mode to make sure our programs never get stale. This allows your Store Manager in particular to focus on truly driving the customer experience – and sales – at your store.



Customer-First Culture: Our passion for service is driven by a spirit of collaboration. We are active listeners of the students and faculty we serve, deeply committed to understanding and delivering what they want and need.

GROWTH & DEVELOPMENT

Through our comprehensive succession planning strategy, our employees will have ample opportunities for growth and development – particularly our student booksellers – who take part in our Bestseller Development Program.

Our succession planning strategy includes three key elements:

- Leadership Edge – Documented, organized, competency-based learning programs (including eLearning modules) for all levels of store leadership and “hi potentials”
- Talent Tracker – A tool that collects information on the available talent at the organization (resume, interests, relocation preferences, experiences, etc.)
- Career Discussions/Talent Maps – Clearly structured career paths and open communications with teams, including regularly scheduled discussions and feedback

Of course, the learning opportunities and support don't end once the initial training is over. We provide our employees with continuous support through a wide range of resources and materials, ensuring they get the information they need, when they need it.

With daily “Take 5” meetings, your Store Manager will meet with your booksellers to discuss what's happening in-store and on-campus that day. They'll also have access to BNCollegeInside, our intranet site that provides everything they need in one place, from today's news to information on new programs and initiatives to employee recognition spotlights.

Additionally, every March, your Store Manager will attend the Barnes & Noble College Annual Meeting and Back-to-Campus show where our Store Managers participate in regional and national workshops. On-site at the meeting, your Store Manager will have the opportunity to:

- Share and learn best practices from our entire network of campus bookstores
- Investigate emerging business strategies, enhancing operations and leadership skills, including management and campus outreach
- Learn about, inspect and select the highest quality merchandise to align with Quinsigamond Community College's culture from more than 175 collegiate vendors displaying new fall merchandise.

We greatly look forward to providing even more opportunities for Quinsigamond Community College

Bookstore employees to grow and contribute to your school's success and mission.

EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

Barnes & Noble College is committed to diversity in the workplace. We believe our company's talent should reflect the faculty, students and communities we serve on each of our 748 campuses. We build a foundation of diversity through an equal employment opportunity policy that allows personnel decisions to be made in a non-discriminatory manner and empowers individuals to participate equally in all employment opportunities.

We offer an equal employment opportunity for all current and prospective employees, and ensure that employment, training, compensation, transfer, promotion, conditions and privileges of employment are provided without regard to race, color, religion, national origin, gender, age, disability, sexual orientation, veteran status or any other protected characteristics.

We use Oracle's industry-leading Taleo human resource management platform, which enables us to analyze the workforce, recruit applicants and track job openings and applications. Your Store Manager will have access to Taleo's online dashboard to follow job postings, view application origin and search an internal database of candidates. In addition, Barnes & Noble College works closely with state and local workforce agencies to help develop of a diverse pool of qualified applicants.

HIRING POLICIES

Barnes & Noble College will conduct background checks on all full time, part time and seasonal new hires and rehires after an offer is extended and before work begins.

The check for full time and part time positions will include:

- Enhanced Nationwide Criminal Search
- DOJ Sex Offender Search
- Social Security Number Search
- County Criminal Search for all identified counties.

The check for seasonal positions will include:

- Enhanced Nationwide Criminal Search
- DOJ Sex Offender Search

Convictions discovered in the background check will be reviewed by Loss Prevention and/or Human Resources. Consideration must be given to the relationship to the

job, how long ago the conviction occurred, the potential risk posed to employees, customers and the Company and any other circumstances deemed relevant to the final determination of whether to employ or retain the employee. Conviction information is maintained as confidential and is not revealed to the hiring site. If a conviction is found to be relevant to the role and the decision is made not to proceed, the Adverse Action Process is commenced, in accordance with the Fair Credit Reporting Act.

COMPENSATION

Pay ranges have been established for all positions and are reviewed annually. Our goal is to remain competitive with similar businesses in the retail industry and geographic area.

An employee's potential for a pay increase will be based on their classification and job performance within the company's guidelines. We have an annual performance review and merit cycle for our regular full-time and part-time employees.

Store Managers are exempt from overtime pay. Hourly managers, supervisors and booksellers receive one-and-one-half times their regular rate of pay for hours worked in excess of 40 hours per week.

Our student employees are given the flexibility to work around their academic schedules, and may be granted periods of inactivity to suit their needs. We do not require employees to be on-call outside their scheduled shifts.

BENEFIT PROGRAM

COMPLETE HEALTH CARE COVERAGE

Our health care plan includes medical, prescription, dental and vision benefits, available to your staff members' children, spouses and domestic partners. In addition, a health care flexible spending account allows for tax savings towards health costs paid by the employee.

LIFE INSURANCE & DISABILITY PLANS

In addition to life insurance coverage fully paid by Barnes & Noble College, your staff will have the option to buy additional increments, as well as coverage for spouses and children and AD&D insurance.

MAINTAINING A PRODUCTIVE WORK/LIFE BALANCE

We will offer your employees a variety of benefits, including paid vacation and holidays, paid time off in the event of a loss of a family member, and assistance with the cost of company-initiated relocation.

We'll also provide access to a comprehensive employee assistance hotline that offers confidential and anonymous counseling, information and resources for a wide variety of concerns. Additionally, we offer programs that entitle employees to generous discounts on activities and merchandise.

For your employees who incur commuting costs for public transportation or parking, they can participate in the pre-tax commuter benefit program and be reimbursed for these costs with pre-tax earnings. Finally, your student employees, in particular, will benefit from our textbook discounts.

RETIREMENT SAVINGS PLANS

We will offer a 401(k) savings plan with a generous company match and immediate vesting. An array of investment options is available to allow your employees, in any stage of life, to find an appropriate investment strategy.

INCENTIVE PROGRAM

Through performance appraisals, a merit cycle and a Store Manager Bonus Plan, we will measure and develop the core competencies of Quinsigamond Community College Bookstore staff members in the areas of accountability, relationship building, communication, customer focus, talent development and execution.

We particularly emphasize financial results through the bonus plan, with most Store Managers having a target bonus of 10-20% of pay based on successful results.

EMPLOYEE RECOGNITION

We will recognize and reward your employees through a number of programs:

- Blue Ribbon Program: A peer nomination process for outstanding internal service exemplifying teamwork.
- Campus Leadership Awards: Recognizes a Store Manager in each territory who has made a significant difference on campus and in the surrounding community. The selection process is conducted by Quinsigamond Community College administrators.
- Service Awards: Celebrates your employees' years of service, beginning at five years and every five years thereafter. Store Managers are awarded service pins at a special dinner during our annual Back-to-Campus Show.

3. Privatization Law Requirements. Describe your company's plan to comply with the Privatization Law pertaining to the Bookstore Employees at Quinsigamond Community College, including a rate and benefits for each position, and offers of employment to existing employees and additional requirements as described in Section 6-6.

Barnes & Noble College will gladly comply with the minimum wage requirements of the Privatization Law but we respectfully request further discussion related to the requirements surrounding benefits due to part-time employees.



“I am quite familiar with the alternative contracted service providers available for bookstore operations and would not consider any of them compared to the overall excellent performance of Barnes and Noble.”

– Anne C. Erdman, Vice President of Administrative Services at Lake Michigan College

TEXTBOOK AFFORDABILITY / PRICING POLICIES

Textbook Affordability / Pricing Policies

1. Textbook/Course Materials Pricing: Describe your pricing policies for textbooks/course materials and explain your plans to address affordability concerns of students.

AND

2. General Merchandise Pricing. Describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of students.

NEW TEXTBOOKS

New textbooks will be sold at no greater than (i) the publisher's list price or (ii) a 25% gross margin on net priced books, inclusive of restocking fees.

While freight charges to acquire textbooks can be significant, we see this as a cost of doing business. We do not add any freight fees to our textbook prices.

Net priced books are defined as books purchased from publishers that do not have a publisher's suggested list price or when the publisher's discount to the bookstore is less than 20%.

USED TEXTBOOKS

Used textbooks will be priced at 25% less than the new selling price. Select used titles will be further discounted through our *Flex Used Pricing* program to give your students additional savings options by taking advantage of our rental returns inventory.

COURSE PACKS/TEXTBOOKS FROM PUBLISHERS WITH RESTRICTIVE POLICIES

Course packs and textbooks purchased from publishers with restrictive or non-returnable text policies or are single use products will be priced at up to a 25% gross margin.

DIGITAL COURSE MATERIALS

A small component of today's overall textbook business is the eTextbook, albeit a rapidly evolving format. Publishers have not yet developed consistent pricing models, therefore we are unable to commit to specific pricing that would be used for the duration of the contract period. Today, eTextbooks are priced up to 60% off the new print book selling price.

RENTAL TEXTBOOKS

Renting as many titles as possible is the best way to ensure your students can take advantage of the great value this format option offers. To accomplish this, it is our policy to price competitively and to respond to market trends.

Older textbooks that have been on the market longer are ideal rental candidates and provide the greatest student savings. However, textbooks that are limited in supply can still be viable rental options, if priced slightly higher, which still provides deep savings off the traditional new and used prices.

This flexible pricing model allows your bookstore to give students great savings, averaging 50% or more, remain competitive and retain a high rental title percentage. We will also offer your students the option to buy rentals at the end of the term at discounted prices.

PRICE MATCH PROGRAM

Our Price Match Program provides for price matching on textbooks advertised or offered from a local brick and mortar bookstore or online retailer (i.e. Amazon or bn.com), but excludes online marketplaces like "other sellers" on Amazon and BN.com Marketplace, as well as peer-to-peer pricing.

Under our Price Match Program, price matching will be honored within seven days of the original purchase date. Any price difference will be refunded to the customer via their original form of payment. Please note our Price Match Program includes purchase (used and new) and rental pricing, provided the rental term period (number of days available) is comparable.

The following conditions also apply:

- The textbook must be in stock and available for immediate shipment at the local competitor or online retailer at the time of the price match request.
- Additional membership discounts and offers cannot be applied to the refund.
- The price advertised must be for the exact book, edition, and format, including all accompanying materials, like workbooks and CDs, offered at the campus bookstore.
- The original receipt must be provided to show if the textbook was rented or purchased, along with the price.
- Digital titles and special orders are excluded.
- Price matching applies to same condition items, used book to used book, new book to new book, used rental to used rental and new rental to new rental.

TRADE BOOKS, PAPERBACKS, TECHNICAL & REFERENCE BOOKS

These books will be sold at publishers' list prices.

SCHOOL SUPPLIES & OTHER MERCHANDISE

All school supplies will be priced at or below their manufacturers' suggested retail prices or locally competitive prices.

LOCAL SAVINGS FROM THE PAST YEAR

Bunker Hill Community College: **\$693K**

Massasoit Community College: **\$310K**

Mount Wachusett Community College: **\$175K**

Quincy College: **\$336K**



— AUGUST 6 & 7 ONLY —

USE VISA CHECKOUT & GET
\$30 OFF
YOUR ORDER OF \$100 OR MORE!

PLUS FREE SHIPPING
— with code VISAFREESHIP —

SAVE ON TEXTBOOKS,
Apparel, Supplies & More

SHOP NOW

▶ ALL MAJOR CREDIT CARDS ACCEPTED ◀

Our commitment to saving students money extends beyond our competitive pricing policies. We've built relationships with national brands, like Visa, Microsoft, and Dell, that also offer benefits to your students. For example, we partnered with Visa on a promotion where students would save \$30 on a purchase of \$100 or more through our bookstore websites when using Visa Checkout to make their purchase.

3. Emblematic Clothing Pricing. Describe your company's plans to provide emblematic clothing at multiple price points.

Barnes & Noble College has the economic buying power to provide the Quinsigamond Community College Bookstore with emblematic clothing at competitive prices, including those from retail businesses outside the traditional college market. Through a partnership with Barnes & Noble College, your bookstore will provide students, faculty and the community-at-large with savings, quality and value.

	STUDENT UNISEX	STUDENT WOMEN'S	ATHLETIC	ALUMNI
SPECIALITY ITEMS	47 Brand	47 Brand	Adidas* Nike* Under Armour*	Cutter & Buck Peter Millar Polo Ralph Lauren Vinyard Vines
CORE ASSORTMENT	Adidas Alta Gracia Champion JanSport	Alta Gracia Blue 84 Champion JanSport League U-TRAU	Adidas* Nike* Russel Athletic Under Armour*	Champion JanSport
BEST VALUE	Alta Gracia	Redshirt**	Alta Gracia	Alta Gracia Redshirt**

* Carried based on school's Athletic Department contracted on-field uniform provider

** Barnes & Noble College exclusive brand

"It's always been very important for us to package student financial aid expeditiously and to be able to offer students access to their funds to purchase supplies as easily and quickly as possible. Now that we have it [Real-Time Financial Aid Solution], I cannot imagine not having it. The ability to provide the highest quality of service experience for our students is always going to be one of our most important goals."

— Diana Pino, Vice Chancellor for Student Services, Houston Community College

TEXTBOOK RENTAL PROGRAM / USED TEXTBOOK PROGRAM

Textbook Rental Program / Used Textbook Program

1. Textbook Rental Program. Describe in detail the textbook rental program that your company will provide at each institution. Include the estimated percentage of titles that your company will make available as rental titles.

Today's college students have a variety of options for renting course materials. Unfortunately, renting from sources other than a school's official Barnes & Noble College bookstore involves some risk – including delays in shipment and delivery of the wrong materials, either of which negatively impacts student performance.

Hidden shipping and handling costs and additional expense and hassle of returning textbooks are other risks students take on when they can't rely on a reputable source for their course materials.

When you partner with Barnes & Noble College, you can be assured Quinsigamond Community College's students will choose their bookstore as their first choice for renting their textbooks. Our top priority is to provide students affordable textbook solutions and savings with no confusion or hassles.

With Barnes & Noble College as their trusted partner, your students will not only be able to choose from our industry-leading inventory of rental titles and save from 50 to 80% off the cost of a printed textbook, they'll also have access to and receive the exact rental textbook specified by their professor, because it will always be in stock along with a no-nonsense return experience.

- Customized Rental Program – Every campus is different. As a result, we will spend time up front conducting surveys with your students, faculty and administration to determine campus needs and gather insights into how your students currently purchase their course materials. We then develop specific solutions by campus, course or other possible demographics, resulting in customized ways to meet your students' needs and expectations for affordable course materials.

Barnes & Noble College makes 100% of all eligible titles available as rentals on our campuses.

- Flexible Pricing Strategy – Called *Flexible Pricing*, our dynamic strategy gives us greater ability to dramatically grow the number of rental titles we offer and to give your students even more competitive savings. We will do this at Quinsigamond Community College by conducting a detailed evaluation of the titles in use across all the campuses we serve, looking at past usage, faculty

requests for newer editions or use for multiple terms as well as other factors. This analysis enables us to assign the best possible rental price, with new books typically renting between 35-50% off and used books renting between 50-80% off. Ultimately, *Flexible Pricing* will allow us to continue delivering the most expansive title list possible while offering the most choices and savings for students.

- Right Textbook at the Right Time – We will work closely with your faculty during the adoption process by educating and helping them get their textbook adoptions in early through our online textbook adoption platform, *FacultyEnlight*. Through our on-campus partnerships with your faculty, we are able to find, purchase and stock the appropriate rental titles for your students to be prepared for the first day of class.
- Student Awareness and Success – Through engagement programs and educational initiatives such as *I Speak Textbook*, we can ensure Quinsigamond Community College's students will be informed and educated about their textbook rental options. We communicate with your students through the channels they desire most, including our industry-leading emails, social media engagement initiatives, new student orientation programs, campus poster and much more. In addition, our dedicated bnctextbookrental.com site provides your students with an easy way to quickly search and find textbook rentals at their bookstore.
- Hassle-Free Convenience – Your students will be able to obtain rental materials in-store or online through the Quinsigamond Community College Bookstore website, with the option to pick up their books FREE in-store or have them delivered. Note-taking and highlighting are acceptable, and your students can keep their books for the entire term.

- Simple Payments – Your students can rent in-store or online; rent them immediately upon registering for class through our Registration Integration solution; use their campus debit card, financial aid or any other form of payment; and access their materials through your Blackboard LMS, including those already paid for as part of their tuition.
- Return and Purchase Options – We will track each of your students' rentals with a robust customer communications outreach plan that reminds them of their return deadlines.

If one of your students decides to keep a book at the end of the term, we will offer them an easy and convenient purchase option.

Our affordable textbooks solutions have become wildly popular with students across the country:

Students saved more than \$293.5 million over the 2014-2015 academic year

More than 5.0 million textbooks rented in the 2014-2015 academic year

2. Used Textbook Program. Provide a detailed description of your sources for used textbooks along with a description of your textbook buyback program.

Committed to providing more affordable course material options, Barnes & Noble College will offer your students a significant library of used textbooks.

While this format continues to be an important part of our affordable options, our multi-channel textbook program also features rental and digital options, which have begun to supersede used textbooks in terms of student savings.

As a result, next year's students will be able to rent or purchase used titles at a discounted price, giving all students the opportunity to save money through used textbooks.

Last year we offered over 136,000 titles with used copies available in our stores nationwide resulting in over 6,000,000 used textbook units purchased or rented in our stores or on our websites.

In the last year, we returned a total of \$37 million in cash to students on campuses nationwide through this program.

We continue to collect a broad inventory of used textbooks through our buyback program and ongoing relationships with wholesalers.

BUILDING RELATIONSHIPS WITH WHOLESALERS

Our partner, MBS Textbook Exchange, is the nation's largest used textbook wholesaler, serving the entire industry with its sophisticated inventory management technologies, efficient warehousing systems and superior used book selection.

OUR BUYBACK PROGRAM

We will offer a multi-channel buyback option known as *Cash for Books*, which allows students to sell unwanted textbooks back to the bookstore for up to 50% cash back off the textbook purchase price.

MBS processes more than 16 million books each year and has more than 120,000 titles in stock at any given time. It fills and ships more than 99% of all orders within 24 hours.

We closely review each school's course information to identify materials that may be used again on campuses across the country. We then notify students who have purchased those titles that their books can be sold back to the store, which can be done in-store at any time during the year or at the end of the term, when we set up convenient mobile buyback stations in high-traffic areas throughout campus.

Through our strategic partnerships, we have access to over 2.5 million used textbooks, in addition to the titles bought back from our partner institutions. This includes access to over 150,000 unique titles sourced from nearly 2,000 independent and leased bookstores nationwide.

We leverage on-campus signage, email, social media channels and the bookstore's website to inform students of this option.

While used textbooks are an important part of our affordable course material offerings, our multi-channel textbook program also features rental and digital options, which have begun to supersede used textbooks in student savings.

“It is clear to me that the success of Barnes & Noble College lies with its people. Every single person we have worked with since day one has focused on delivering the best possible customer service and retail experience for our students, faculty, staff and city. Our new store manager has very quickly gotten to know EVERYONE on campus and is now an integral part of our overall management team.”

– Joseph Mercurio, Vice President Administration and Finance, Quincy College

ONLINE COURSES

Online Courses

1. Online Courses. Describe in detail your plan to provide textbooks and course materials to students enrolled in the College's online courses. The on-campus Bookstore will offer textbooks on the Bookstore's web-site and will stock books for the online courses.

Barnes & Noble College will use the best practices we have learned while serving some of the largest online and international campus sites for Troy University and Nova Southeastern University. We will customize a solution for Quinsigamond Community College to allow your students enrolled in online courses to experience all that your campus bookstore has to offer.

Our user-friendly Registration Integration System will enable all of your students, including those studying abroad or taking classes at an off-campus location, to reserve and order textbooks immediately after they register for a course online, automatically populating their shopping cart with the right books for each course in the format they prefer.

We can fulfill course material orders, as well as any merchandise orders, through your bookstore or ship directly to your distance learning students from your on-campus store with the support of our global distribution centers.

Additionally, we offer the following services to help support your online students:

- Customer Service – Your in-store staff will handle customer questions and concerns during normal store hours. Your distance learners can place orders over the phone or call with questions, and you can be assured they will receive excellent service and support.
- Social Media – We will build a dialog with your distance learning students through the social media platforms they use most, including Facebook, Twitter, Instagram, and international platforms such as the Chinese language micro-blogging website, Weibo, on pages customized for Quinsigamond Community College. We will engage and interact with them on these pages in a way that is truly helpful to keep them connected to Quinsigamond Community College.

We look forward to working in partnership with Quinsigamond Community College administrators to design a unique prototype solution to providing support services and materials to students enrolled in online courses.

“The company is very good at marketing and having products in-store that students want to purchase. The employees are also very good with the students, treating them like good customers.”

– Ben Jordan, Chief Business Officer, Southern Union State Community College

WEBSITE / E-COMMERCE SOLUTION

Website/E-Commerce Solution

1. Describe your plans and timetable for e-commerce and on-line bookselling for the College Bookstore.

Barnes & Noble College will create a highly personalized eCommerce experience for Quinsigamond Community College that is unmatched in the industry. Adoption and purchase of textbooks and course materials will be seamless and simple for your students, and all site visitors will enjoy a brand-centered experience tailored to their browsing history and relationship to Quinsigamond Community College, from students and faculty to alumni and fans.

Our state-of-the-art eCommerce technology platform makes it possible to provide the integrated, personal experiences that online shoppers expect and deserve, which will enhance your brand and deliver optimal sales results.

Quinsigamond Community College's advanced features and functionality will include:

DYNAMIC EXPERIENCE

- Quinsigamond Community College Brand Front and Center – Creativity and usability will combine to drive engagement and celebrate your brand.
- Multi-Platform – Shoppers on-the-go will search, browse and purchase across any device.
- Search Optimized – Quinsigamond Community College's site will be search engine optimized, attracting students who search for textbooks online and fans seeking spirit gear.
- Vibrant Presence – High-resolution color displays will promote Quinsigamond Community College apparel and merchandise in the most appealing way, driving sales of general merchandise.
- Real-Time Information – Shoppers will be empowered with timely information from textbook formats and pricing to seasonal promotions.
- Diverse Selection – Customers will be greeted with targeted offerings, recommendations and promotions fine-tuned to their preferences and buying history.
- Easy Integration – Our systems integrate with any existing systems, registration and financial aid.

CONVENIENCE

ONE-STOP SHOPPING

Your students can shop for rental, digital, used, custom and new textbooks, searchable by class, as well as

merchandise, and check out from one shopping cart using a credit or debit card, campus debit, student financial aid, or mobile wallet solutions such as PayPal, Visa Checkout or Masterpass as well as Barnes & Noble gift cards.

REGISTRATION INTEGRATION

With Registration Integration, we automatically populate the necessary textbooks into your students' individual schedules when they register for their courses. The textbooks will be shipped directly to them or available for pick up in the Quinsigamond Community College Bookstore.

FACULTY ADOPTION SOLUTIONS

FacultyEnlight is our online textbook adoption tool, built from extensive faculty feedback to provide a streamlined and enhanced experience.

With advanced search capabilities and information about what other schools have adopted, your faculty can easily discover, adopt and deliver their course materials from a robust academically relevant catalog of titles.

It's simple to search and select based on format, school or discipline; learn what other schools have adopted; share textbook reviews; find open educational resources; and submit course materials orders directly to the Quinsigamond Community College Bookstore.

STRATEGIC TECHNOLOGY

TRAFFIC-DRIVING STRATEGIES

We will maximize traffic to your website and campus store through:

- A partnership with Elite, a leader in search engine marketing, that optimizes 100,000 plus keywords, including textbook titles and ISBNs, school-branded merchandise, allowing us to capture substantially more textbook market share through search than ever before
- Timely emails about events and promotions

- Comprehensive promotional support and customization tailored to specific audiences
- A customized calendar of in-store events
- Links to your campus store's social media sites

INSIGHTS & ANALYTICS

When a customer registers with the Quinsigamond Community College Bookstore website, our online

merchandising technologies will create a secure record of preferences and buying history for each account.

Through our partnership with IBM, a leading provider of digital marketing solutions, we will have advanced tracking, reporting and analysis capabilities that enable your Store Team to quickly see how your customers are shopping online and adapt your store website to deliver a better, customized online shopping experience.



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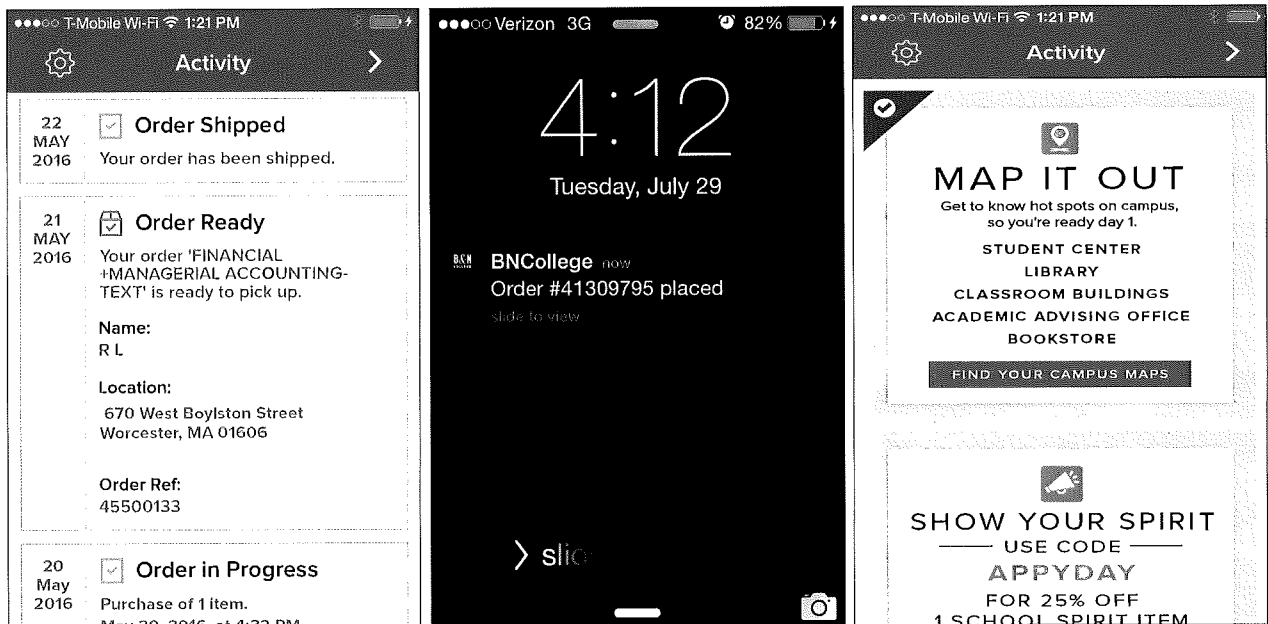
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