

BOARD MEETING DATE: 5/20/2025

ITEM NO: X-d

RECOMMEND THAT the Board approve the attached *Campus Store Retail*  
*Agreement* with BIBLIU.

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<p style="text-align: center;"><b>NORTH FLORIDA COLLEGE</b> <b>CONTRACTED CAMPUS STORE RETAIL SERVICES AGREEMENT</b></p>
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This agreement (“Agreement”) is made May 21st 2025 (“Effective Date”) by and between North Florida College 325 Turner Davis Dr, Madison, FL 32340, (hereinafter, referred to as “NFC” or the “College”), and BibliU, with a business address at 8501 Technology Circle, Spring, Texas 75402, (hereinafter, referred to as “BIBLIU” or the “COMPANY”).

In consideration of the mutual promises and covenants contained in this Agreement and intending to be legally bound, NFC and the COMPANY agree as follows:

**ARTICLE I - SCOPE OF SERVICES / PERFORMANCE**

1.1 Scope Of Services. NFC hereby enters into this Agreement with the COMPANY for purposes of being the exclusive provider of contracted Online Campus Store Retail Services (hereinafter referred to as the “Campus Store” or the “Online Course Materials Store”) at NFC. The COMPANY shall provide to NFC services as are described in this Agreement and in Exhibits A-K attached hereto, each of which is incorporated by reference as if fully set forth herein. The Campus Store Retail Services that are part of this Agreement are as follows:

- Campus Store Website
- Online Course Materials Store (OCMS) Website
- Online Course Materials Store Services for all Academic Programs

Throughout this Agreement, NFC’s Online Course Materials Stores (OCMS), Campus Store Websites, and OCMS Websites, are sometimes referred to, collectively, as the “Campus Store.”

1.2 Standard Of Performance. The COMPANY shall perform the services specified under this Agreement with that standard of care, skill, and diligence normally provided by a first class, professional organization in the performance of similar services provided to other public colleges, and to perform the services in a timely manner as required by this Agreement. The COMPANY shall operate the Campus Store in a manner which reflects NFC’s reputation for academic excellence and supports the academic mission of NFC.

The COMPANY shall work collaboratively with NFC with the intent to provide innovative, state-of-the-art Online Campus Store Retail Services that should result in the following:

- Enhancement of NFC’s focus on course materials affordability
- Transition toward innovative course materials solutions
- Increased sales and market share of NFC branded merchandise

NFC’s Preliminary goals include, but are not limited to, the following:

- Improve affordability for NFC Students by reducing course materials costs and providing innovative course materials solutions and market share growth through the following:
  - Continued organic growth of the Inclusive Access Course Materials Program

- Enhanced collaboration with NFC to support ZTC/OEC programs
- Enhanced collaboration with Dual Enrollment Program administrators
- Ongoing evaluation of Equitable Access Course Materials Programs
- Improve course materials adoption process
- Enhance reporting of adoption data, course materials affordability data and financial data
- Create a customized website that feature innovative retail products and services, including, but not limited to, the following:
  - Enhanced product selection that appeals to targeted NFC markets (i.e. NFC students, prospective students, faculty, staff, alumni, families, etc.)
  - Refreshing merchandise multiple times throughout the year
  - Curating selections of merchandise that appeal to NFC students (i.e. athletic wear, wellness related items, specialty health and beauty aid products, etc.)
  - Providing multiple price points and value-priced NFC branded merchandise
- Improve customer satisfaction through the following:
  - Utilization of technology
    - Proactive marketing strategy, including, but not limited to, targeted marketing via social media, increasing web traffic and online sales, etc.
- Increase sales and market share of NFC branded merchandise

1.3 Agreement Requirements. The COMPANY shall comply with all Agreement Requirements set forth in the following Exhibits “A”-“K” attached hereto and incorporated herein by reference (the “Agreement Requirements”):

- Exhibit A: Operational Requirements
- Exhibit B: Customer Service Requirements
- Exhibit C: Online Course Materials Store (Course Materials Program) Requirements
- Exhibit D: Website / Technology Requirements
- Exhibit E: Tender Types / Discounts Requirements
- Exhibit F: General Merchandise And Marketing Requirements
- Exhibit G: Financial Reporting Requirements
- Exhibit H: Not used
- Exhibit I: Not used
- Exhibit J: Insurance And Indemnification Requirements
- Exhibit K: General Terms & Conditions

## **ARTICLE II - TERM / TERMINATION**

2.1 Initial Term Of Agreement / Period Of Performance. The term of this Agreement shall commence on August 12th 2025 and, subject to termination as provided by Paragraph 2.2 herein, shall terminate on August 11th 2030 (the “Initial Term”). NFC shall have the option to renew this Agreement for additional one (1) year renewal terms not to exceed five (5) years (“Renewal Term”) by mutual agreement.

An “Agreement Year” as used in this Agreement shall be July 1 through June 30 of each year during the Initial Term or Renewal Term.

2.2 Termination With Cause.

A. NFC may immediately terminate this Agreement by providing the COMPANY with written notice without any right of cure by the COMPANY in the following cases:

- a. Conviction of the COMPANY for willful misconduct including, but not limited to, criminal conduct;
- b. If the COMPANY becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the COMPANY, a receiver is appointed, or if any substantial part of the COMPANY's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution; or
- c. Material misrepresentation of Gross Sales or Commissionable Sales, as hereinafter defined.

B. In all other instances of noncompliance with this Agreement, except for reasons stated in Section 2.2A, NFC may cite grounds for termination of this Agreement for cause, at any time, by providing the COMPANY with written notice citing the instance(s) of the COMPANY's noncompliance with this Agreement. The COMPANY shall then have sixty (60) days from the date of the written notice to cure its noncompliance to the reasonable satisfaction of NFC. Notwithstanding the above, in the event that the same event of non-compliance occurs more than once during this Agreement, NFC may terminate this Agreement immediately without the right of cure to the COMPANY for such non-compliance.

In the event the COMPANY should fail to cure said non-compliance within such sixty (60) day period (or in the case of a non-compliance which cannot be cured within sixty (60) days, should fail to diligently commence such cure within thirty (30) days and diligently continue to pursue such cure thereafter) then NFC, in addition to all other remedies allowed to it, may terminate this Agreement immediately by providing the COMPANY with written notice.

C. The COMPANY may terminate this Agreement for cause, by providing NFC with written notice citing NFC's noncompliance with this Agreement. NFC shall then have sixty (60) days from the date of the written notice to cure its noncompliance to the reasonable satisfaction of the COMPANY. In the event NFC should fail to cure said noncompliance within such sixty (60) day period, then the COMPANY, in addition to all other remedies allowed to it, may terminate this Agreement immediately by providing NFC with written notice. Notwithstanding the above, in the event that the same event of non-compliance occurs more than once during this Agreement, the COMPANY may terminate this Agreement immediately without the right of cure to NFC for such non-compliance.

2.3 Termination Without Cause. NFC may terminate this Agreement, without cause, by providing one hundred-eighty (180) days written notice to the COMPANY.

2.4 Default. Each party shall be responsible for any attorney and/or court fees incurred by the other party in the event it defaults and court action is required.

### **ARTICLE III - PAYMENTS TO NFC**

- 3.1 Payment Formula. On a monthly basis throughout the Agreement, the COMPANY shall pay NFC the applicable sum of the Percentage Of Course Materials Commissionable Sales plus the Percentage Of Pure Digital Course Materials Commissionable Sales plus the Percentage Of General Merchandise Commissionable Sales of the Online Campus Store, as hereinafter defined, according to the following schedule:

Percentage Of Course Materials Commissionable Sales:

- Twelve Percent (12.0%) of Course Materials Commissionable Sales per Agreement Year

Percentage Of Pure Digital Course Materials Commissionable Sales:

- Ten Percent (10.0%) of Pure Digital Course Materials Commissionable Sales per Agreement Year

Percentage Of General Merchandise Commissionable Sales:

- Twelve Percent (12.0%) of General Merchandise Commissionable Sales per Agreement Year

**"Course Materials Gross Sales"** shall be defined as all course materials sales of the COMPANY and revenue received by the COMPANY based upon all business conducted in or from the Online Course Materials Store for any course materials product or service offered by the Online Course Materials Store, including revenue from Inclusive Access course materials. This includes all course materials orders taken or received via the Online Course Materials Store Website.

**"Course Materials Commissionable Sales"** shall be defined as Course Materials Gross Sales less:

- Voids
- Customer refunds
- Handling fees associated with the non-return of textbook rentals
- Pure Digital Course Materials Sales
- Discounts (provided that the discount amount thereof was included in Gross Sales)
- Sales tax paid by the COMPANY to any government agency which was collected from customers

**"Pure Digital Course Materials Gross Sales"** shall be defined as digital-only content that is adopted by NFC Faculty as course materials for academic instruction, and sold at a gross margin less than twenty percent (20%). Pure Digital Course Materials Gross Sales, regardless of margin amount, shall not include sales of Net-Priced Bundled Packages or any other bundled packages of course materials adopted by NFC Faculty that include physical content and digital content, including, but not limited to, textbook, workbook, course packets, CD/DVD, custom published printed materials or other physical course materials bundled with a passcode for digital only content. These bundled course materials of physical and digital content as well as Digital Course Materials with a gross margin exceeding twenty percent (20%) shall be included in the calculation of Course Materials Commissionable Sales for the full commission rate.

**"Pure Digital Course Materials Commissionable Sales"** shall be defined as Pure Digital Course Materials Gross Sales less:

- Voids
- Customer refunds
- Discounts (provided that the discount amount thereof was included in Gross Sales)
- Sales tax paid by the COMPANY to any government agency which was collected from customers

**"General Merchandise Gross Sales"** shall be defined as all general merchandise sales of the COMPANY and revenue received by the COMPANY (i.e., the retail transaction value of general merchandise at the time of customer purchase) based upon all business conducted on the Online Campus Store for any general merchandise product or service offered by the Campus Store. General Merchandise Gross Sales shall include any commissions received by the COMPANY from general merchandise products sold by the COMPANY, and general merchandise commissions received by the COMPANY for authorized sales by other companies or organizations on the Campus Store Website.

**"General Merchandise Commissionable Sales"** shall be defined as General Merchandise Gross Sales less:

- Voids
- Customer refunds
- Discounted sales to authorized NFC Departments
- Discounts (provided that the discount amount thereof was included in Gross Sales)
- Sales tax paid by the COMPANY to any government agency which was collected from customers
- Computer hardware sales
- Sales made at no margin by the COMPANY at the request of NFC

- 3.2 Payment Schedule / Terms. The sum of the Percentage Of Course Materials Commissionable Sales plus the Percentage Of Pure Digital Course Materials Commissionable Sales plus the Percentage Of General Merchandise Commissionable Sales shall be paid by the COMPANY to NFC by the last day of each month via electronic funds transfer (EFT) for business transacted during the previous month, beginning September 30th 2025.

The COMPANY shall coordinate payments and deliver all payments, including but not limited to Commissions, to the following address:

North Florida College  
Attn: [Micah Rodgers]  
325 Turner Davis Dr,  
Madison, FL 32340  
Telephone: [850-973-1604]  
email: [rodgersm@nfc.edu]

A detailed statement of its computation shall accompany each payment, and the COMPANY shall furnish additional supporting documentation within ten (10) business days of NFC's written request.

- 3.3 Not used.
- 3.4 Not used.
- 3.5 Financial Reporting Requirements. The COMPANY shall comply with all financial reporting requirements set forth in Exhibit “G.”
- 3.6 Interest: Attorneys’ Fees. Any sums due hereunder and not paid by a party when due shall bear interest at the rate of one percent (1%) per month until paid. Each party shall be entitled to recover from the other party all costs and expenses, including reasonable attorneys’ fees, incurred by the party in enforcing this Agreement, in addition to any damages to the party. Each party shall also have the right to seek and obtain an injunction against any breach of any provision of this Agreement.

#### **ARTICLE VI - INSURANCE / INDEMNIFICATION / GENERAL TERMS & CONDITIONS**

- 6.1 Independent Contractor. All of the COMPANY’s employees furnishing services to NFC shall be deemed employees solely of the COMPANY and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, NFC. The COMPANY shall perform all services pursuant to this Agreement as an independent contractor and with its own credit. The COMPANY shall discharge all its duties and liabilities as such. No acts performed or representations, whether oral or written, made by the COMPANY with respect to third parties shall be binding on NFC or vice-versa. The COMPANY shall operate the Campus Store as an independent contractor, and with its own credit.
- 6.2 Insurance Requirements. The COMPANY shall comply with all insurance requirements set forth in Exhibit “J.”
- 6.3 Indemnification Requirements. The COMPANY shall comply with all indemnification requirements set forth in Exhibit “J.”
- 6.4 General Terms & Conditions Requirements. The COMPANY shall comply with all General Terms & Conditions requirements set forth in Exhibit “K.”

#### **ARTICLE IV - MISCELLANEOUS**

- 8.1 Changes. This Agreement shall not be modified, altered, or changed except by mutual agreement confirmed in writing by an authorized representative of each party to this Agreement.
- 8.2 Point Of Contact; Notices. Points of contact for administrative issues for NFC shall be [Micah Rodgers], [Chief Business Officer], Telephone #[850-973-1604], e-mail- [rodersm@nfc.edu] and [Ellie Morgan], [Associate Dean of Academic Affairs], Telephone #[850-973-9422], e-mail- [morgane@nfc.edu]. Point of contact for administrative issues for the COMPANY shall be Carli Tegtmeier, Chief Revenue Officer,

BibliU, PR2/55C 247 Prince Street, Brooklyn, NY 11201, Telephone #801-971-6261, e-mail- [carli.tegtmeier@bibliu.com](mailto:carli.tegtmeier@bibliu.com).

- 8.3 Assignment. The COMPANY shall not assign any rights or delegate any obligations created by this Agreement without prior written consent of NFC. Consent to assign shall be in sole discretion of NFC. Any assignment in violation of this Agreement is void.
- 8.4 Force Majeure. In the event that either party is unable, wholly or in part, to carry out its obligations under this Agreement, by reason of acts of God or public enemy, wars, blockades, insurrections, civil disturbances, epidemics, pandemics, governmental laws or orders, emergency regulations, executive orders, landslides, lightning, earthquakes, fires, storms, floods and washouts, and any other causes, whether of the kind enumerated herein or otherwise, not within the control of the party unable to perform, then the obligations of this Agreement shall be suspended during the reasonable continuance of any inability so caused. Work stoppages shall not be considered “force majeure” for which obligations of this Agreement may be suspended.

Each of the parties understands that the operation of NFC’s Online Campus Store Retail Services is essential to the operation of NFC, and to that end, in the event of the occurrence of an act of force majeure as set forth previously, each party to this Agreement shall diligently pursue the removal of the force majeure so as to resume the performance of this Agreement as soon as possible after the act of force majeure so as to minimize the interference with the provisions set forth in this Agreement.

- 8.5 Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.
- 8.6 Confidentiality. To the extent consistent with performances of the COMPANY’s duties under this Agreement, the COMPANY and NFC will agree to hold in confidence Confidential Information as defined in the following paragraph. NFC acknowledges, however, that the COMPANY will disclose Confidential Information as reasonably required in the ordinary course of performing the Services to insurance companies and other insurance intermediaries.

“Confidential Information” means all non-public information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating to the disclosing party’s business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement. Confidential Information should be protected with the same reasonable care as each party protects its own Confidential Information.



Confidential Information will not include any information, documents or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement award), (ii) were previously in possession of receiving party as evidenced by receiving party's existing written records, or (iii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party. In the event that the COMPANY or NFC become legally compelled to disclose any of the Confidential Information, they shall provide the other party with prompt notice so that such party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the other party waives compliance with the provisions of this Agreement, such party may disclose such information as is necessary or advisable to comply with the legal process.

- 8.7 FERPA Requirements. The COMPANY's employees must understand that, by performing work for NFC, they may have access to records that contain individually identifiable information. The Family Educational Rights and Privacy Act of 1974, better known as [FERPA](#), prohibits the disclosure of such information. The FERPA federal statute is at [20 U.S.C. § 1232g](#) and the FERPA federal regulations are at [34 CFR Part 99](#). The COMPANY's employees must acknowledge that they fully understand that intentional disclosure of this information to any unauthorized person could result in criminal and civil penalties imposed by law. The COMPANY's employees must further acknowledge that such willful or unauthorized disclosure also violates NFC's administrative policies and could constitute just cause for termination of this Agreement regardless of whether criminal or civil penalties are imposed.
- 8.8 Conflict Of Interest. The COMPANY affirms that to the best of its knowledge, there exists no actual or potential conflict of interest between the COMPANY's business or financial interests, and its Services under this Agreement, and in the event of change in either its private interests or Services under this Agreement, the COMPANY shall inform NFC regarding a possible conflict of interest which may arise as a result of such change.
- 8.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.
- 8.10 Governing Law, Jurisdiction, And Venue. This Agreement shall be governed by the laws of the State of Florida and jurisdiction for any dispute shall be within the State of Florida.
- 8.11 Compliance With Laws. The COMPANY and NFC each shall comply with all applicable national, state and local laws and regulations, including, but not limited to, relevant employment laws, in the course of providing services under this Agreement, including, but not limited to, the Family Educational Rights and Privacy Act.

- 8.12 Regulatory And Other Notices. The COMPANY and NFC each shall immediately forward to the other party, by electronic mail or overnight delivery, all correspondence, complaints and notices pertaining to this Agreement or performance hereunder received from any attorney, court or government regulatory agency applicable to the other party or the other party's performance hereunder.
- 8.13 NFC Rules / Procedures. Any and all rules and procedures applicable to the services provided by the COMPANY under this Agreement that apply to NFC shall apply to the COMPANY, and shall apply to any third-party contracted with the COMPANY to provide services under this Agreement. The COMPANY shall comply, and require any third-party subcontractor to comply, with all applicable laws, rules, regulations, and requirements.
- 8.14 Accounting, Inspections, And Audit. The COMPANY shall keep books and records in connection with its Campus Store Retail Services operations at NFC including, but not limited to, records of all financial transactions, inventory records, etc. Such relevant books and records (including, without limitation, any electronic processing files used by the COMPANY in analyzing data and for recording purposes) shall be open for inspection and audit by NFC and/or its authorized representatives at reasonable hours at NFC's or the COMPANY's offices, if necessary. Such records, as described herein, shall be retained by the COMPANY for a period of five (5) years, except that if any litigation, claim or audit is started before the expiration date of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 8.15 Entire Agreement. This Agreement and the Exhibits attached hereto constitute and express the whole agreement of the parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof all prior promises, undertakings, representations, agreements, understandings and arrangements relative thereto being herein merged.
- 8.16 Marks. The names, trademarks, and logos of each party are the exclusive property of such party, and each party reserves all rights in and to its own marks. Each party shall use the marks of the other party only in connection with its performance under this Agreement, provided, however, the COMPANY may use NFC's name in any of its required public filings.
- 8.17 Headings And Interpretation. The headings used in this Agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms. The use in this Agreement of the terms (a) "include," "includes," "including," and "such as" shall be deemed in all cases to be followed by the words "without limitation" and (b) "shall," "must," and "will," are equivalent and indicate mandatory and definitive requirements in all cases. When used in this Agreement, "NFC" includes all segments of the institution, including all alumni, athletic and academic departments.
- 8.18 Authority. Each party represents and warrants (a) it has all right, power, and authority to enter into this Agreement and to fully perform its obligations hereunder and (b) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly and validly authorized by all necessary action.

- 8.19 Signatures And Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but which together will constitute one and the same agreement. Counterparts and signed copies may be transmitted via electronic means and shall constitute originals for all purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

	<b>BIBLIU</b>
Authorized Signature:	Carli Tegtmeier
Signer's Printed Name:	
Title:	Chief Revenue Officer
Date:	

	<b>NORTH FLORIDA COLLEGE</b>
Authorized Signature:	
Signer's Printed Name:	
Title:	
Date:	

#### **EXHIBIT "A"**

#### **OPERATIONAL REQUIREMENTS**

1. Programs. The COMPANY shall operate the following:
  - Online Course Materials Store (OCMS) Website
  - Online Course Materials Store Services for all Academic Programs
2. Right To Operate Online Course Materials Store. The COMPANY shall have the right to operate the Online Course Materials Store for NFC.

NFC shall coordinate with the COMPANY to establish links to accommodate integration to a variety of NFC systems (i.e., Banner, Canvas, etc.) to the COMPANY's Online Course Materials Store Website.

The COMPANY recognizes that NFC is focused on course materials affordability for NFC students. As part of this focus, NFC will continue to explore all options regarding the digital delivery of course materials and course content, including Open Educational Resources (OER/ZTC), Inclusive Access, Equitable Access, etc. It is NFC's intent that the

COMPANY will bring value-added programs and services with respect to digital delivery and/or other innovative course materials programs and services.

9. Products And Services. The COMPANY shall provide NFC with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom-published materials, open educational resources (OER/ZTC), inclusive access course materials, (course materials via the Online Course Materials Store), general books, bestsellers, faculty-authored books, reference books, art supplies, school supplies, computer/technology products, computer supplies, peripherals, course-related supplies, general merchandise, emblematic clothing, emblematic gifts, special order services, graduation-related merchandise and other services expected from an Online Campus Store.
10. NFC Authority Re: Product Offerings. The COMPANY shall withdraw from display or sale, any item or items, which NFC requests not be displayed or sold.
12. Website / Social Media. The COMPANY shall manage and operate a unique, full-service Campus Store Website and unique social media programs for the Campus Store.
13. Reporting Requirement. The COMPANY shall report to NFC's [Associate Dean of Academic Affairs], for matters pertaining to this Agreement. The contractor's Regional Manager will meet with NFC's [Associate Dean of Academic Affairs] or designee, on a quarterly basis, at a minimum, to review performance.

During the first year of this Agreement, a minimum of one member of the COMPANY's senior leadership team (Senior VP Level or above) shall meet with NFC's [Associate Dean of Academic Affairs] and/or their designee to ensure a successful strategic partnership. During the second year of this Agreement and beyond, a minimum of one member of the COMPANY's senior leadership team (VP Level or above) shall meet on-site at NFC with NFC's Senior Vice President /COO and/or their designee, upon request of NFC.

14. Licensing, Permits, Taxes. The COMPANY shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Agreement, and shall post or display in a prominent place such permits and/or notices as are required by law. The COMPANY shall pay for any and all taxes and assessments attributable to the operation of the Campus Store provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.
15. COVID-19 / Pandemic. The COMPANY shall adhere to NFC's reasonable policies (current and future) regarding COVID-19 or any other Pandemic. The COMPANY shall have in place the plans to operate the Campus Store in compliance with federal, state, and local requirements in response to COVID-19 or in response to any other health-related issues.

**EXHIBIT “B”**  
**CUSTOMER SERVICE REQUIREMENTS**

1. Customer Service Expectations. The COMPANY shall provide excellent customer service at the Campus Store Website, including processing customers efficiently.
3. Image Of The Online Campus Store. The COMPANY shall operate the Campus Store in a manner that reflects the image and reputation, and supports the mission, of NFC.
4. Support Of Student Organizations. The COMPANY shall cooperate to whatever reasonable extent possible to assist and support student organizations and student activities with respect to Campus Store services and merchandise.
5. Customer Feedback. The COMPANY shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the NFC Administration on an annual basis, at a minimum, for evaluation and input.
7. Online Customer Service Support. The COMPANY shall provide comprehensive online customer service support, including, but not limited to, the following:
  - 24/7 customer service support via the Campus Store Website and OCMS Website (i.e. staffed call hours during defined business hours, live chat customer service assistance, etc.)
  - Customer friendly websites (i.e. ease of use, clear and concise navigation, etc.)
  - Rapid response time to problem resolution
8. Refund Policy. The COMPANY’s refund policy shall be sensitive to the needs of NFC Students and customers.

**EXHIBIT “C”**  
**ONLINE COURSE MATERIALS STORE (COURSE MATERIALS PROGRAM)**  
**REQUIREMENTS**

**Online Course Materials Store (Course Materials Program) Requirements**

1. Online Course Materials Store Comprehensive Course Materials Services. The COMPANY shall provide comprehensive course materials services through an Online Course Materials Store at NFC and shall work closely with NFC to support all Academic Programs.
2. Academic Freedom. NFC Faculty shall have academic freedom in their selection of course materials, and the COMPANY shall provide all adopted materials that are available on a timely basis.
3. Responsibility For The Collection Of Course Materials Adoptions. The COMPANY shall be responsible for the collection and compilation of course materials adoptions and shall provide course materials to students at the NFC. The COMPANY shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, OER/ZTC course materials, inclusive access course materials, coursepacks, software, and materials published or distributed electronically.
4. Course Materials Quantities / Timeliness. The COMPANY shall provide sufficient quantities of course materials, custom-published materials, OER course materials, software, and related academic supplies and materials, as required by the faculty for course work. Course materials shall be available for purchase by students on a timely basis, according to the schedule established by NFC.
5. Distance Learning / Online Courses. The COMPANY shall provide course materials services for NFC’s current or future distance learning/online courses and other programs, as desired by NFC.
6. Dual Enrollment Program. The COMPANY shall provide course materials services for the College’s Dual Enrollment Program, as directed by the College.
7. Custom-Published Materials. Where requested, the COMPANY shall provide custom-published materials (i.e., coursepacks). This includes the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
9. Used Textbook Program. The COMPANY shall maximize the availability of used textbooks for NFC Students.
10. Digital Course Materials / Innovative Course Materials Delivery Mechanisms. The COMPANY shall provide a non-exclusive digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc. The COMPANY shall work with NFC Administration and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms.

11. Open Educational Resources / Zero Textbook Costs (ZTC). The COMPANY shall provide access to OER/ZTC course materials to support academic programs as needed/required and shall accommodate the adoption of OER/ZTC as requested by NFC Faculty.
12. Inclusive Access Course Materials Program. The COMPANY shall operate an Inclusive Access Course Materials Program at NFC, as defined by NFC and in compliance with all laws and regulations. The COMPANY shall implement a strategy for organic growth of this Program. The COMPANY's Inclusive Access Course Materials Program must have the ability for students to opt-out in a manner that is customer friendly and readily visible to students on the OCMS Website.
13. Equitable Access Course Materials Program. The COMPANY shall implement an Equitable Access Course Materials Program at NFC, if requested by NFC. The COMPANY's Equitable Access Course Materials Program must have the ability for students to opt-out in a manner that is customer friendly and readily visible to students on the OCMS Website. In the event that NFC implements an Equitable Access Course Materials Program, the COMPANY shall exclude OER/ZTC course materials from the Program.
14. Online Course Materials Ordering. The COMPANY's OCMS Website shall include but not be limited to, the ability for customers to order and reserve textbooks/course materials.
15. Students With Disabilities. The COMPANY shall provide required course materials services to students with disabilities through collaboration with NFC.
16. HEOA / Other Laws. The COMPANY shall work with NFC to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.
17. Desk Copies. NFC prohibits the purchase and sale of complimentary/desk copies.

#### **Course Materials Adoption Tool Requirements**

19. Adoption Solicitation And Collection. The COMPANY, working with NFC Faculty, shall make every reasonable effort to obtain early course materials adoption commitments in order to ensure course materials availability and to maximize the quantity of textbooks purchased from students for resale at the OCMS. The COMPANY shall provide timely reports to faculty members concerning the status of their adoptions.
20. Course Materials Adoption Tool. The COMPANY, at its sole expense, shall provide NFC with a comprehensive state-of-the-art Course Materials Adoption Tool. The Adoption Tool shall include, but not be limited to, (i) providing faculty the ability to submit textbook adoptions online and (ii) resulting in NFC Students being able to obtain their complete list of textbooks, course materials, and course-related supplies.

Database Search. The Adoption Tool shall include a robust search capability to locate books and other materials from all sources, and display information (i.e., availability, formats, price, etc.) about course materials to users.

Adoption Reporting. The COMPANY shall make available the following reports:

- Historical adoption data and reports
- Overall adoption numbers and percentages for a semester/session
- Adoption numbers and percentages per course for a semester/session
- Adoptions without required course materials
- Adoption compliance reports (with ability to sort by date, course, department, etc.)
- Other adoption reports as reasonably requested by NFC and subject to the availability of data

21. NFC Rights Re: Adoption Data. Course materials adoption data, whether received in paper form, electronically, or otherwise, provided to the COMPANY by NFC's Faculty or Staff, is the property of NFC. The COMPANY shall provide course materials adoption data and/or adoption forms to NFC within forty-eight (48) hours of NFC's request for copies of such adoption data and/or adoption forms.
22. Course Materials List. At the end of each semester/session, the COMPANY shall provide NFC with a complete Course Materials List for that semester/session in electronic format. The Course Materials List shall include course, section, instructor, author, title, ISBN, edition, publisher, and retail price.

#### **Course Materials Affordability / Pricing Policies Requirements**

23. Course Materials Affordability. The COMPANY's course materials pricing policies shall be innovative and prices cannot exceed the pricing policy requirements as described in Exhibit C, Paragraphs 24, 25, and 26 of this Agreement.
24. Pricing Policies-Course Materials. The COMPANY shall adhere to the following course materials pricing policy:
  - "List-Priced" new textbooks shall be sold at no higher than the 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 (i.e., 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 shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
  - Digital course materials sold by publishers to the COMPANY at net-price shall be sold at no higher than a twenty percent (20%) gross profit margin.
  - Digital course materials sold by publishers to the COMPANY via the agency fee pricing model shall be sold at no higher than the retail price established by the publisher.



(Note: Some digital course materials shall be sold at less than a twenty percent (20%) gross margin. See definition of Pure Digital Course Materials Gross Sales, Article III, 3.1 of this Agreement.)

- Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
- Coursepacks and custom-published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.

25. Inclusive Access Course Materials. Course content available through an Inclusive Access Program, if authorized by NFC, shall be sold at no higher than a twenty percent (20%) gross profit margin.
26. Surcharges. There shall be no add-ons or surcharges in-store or via the website to cover freight, handling, publisher re-stocking fees, digital access fees, etc. (i.e. Pricing policy 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.)
27. Shipping. The COMPANY shall establish fair and reasonable shipping charges. Shipping charges at the commencement of this Agreement are as follows:

Ship-To-Home

- Free Standard Shipping to home on all orders over \$49.99 shipped and during promotional periods at the beginning of semesters.

Other Shipping Charges

- UPS Mail Innovations - \$5.00 first item + \$1.00 per each additional item (5-12 business days)
  - UPS Ground - \$7.00 first item + \$1.00 per each additional item (3-5 business days)
  - UPS 2nd Day Air - \$15.00 first item + \$1.00 per each additional item (2 business days)
  - UPS Next Day Air - \$36.00 first item + \$1.00 per each additional item (1 business day)
28. NFC Audit Rights. NFC shall have the right to audit the COMPANY's records, vendor invoices, and publisher invoices, to verify adherence to the established pricing policies. The COMPANY shall provide copies of vendor/publisher invoices to NFC within forty-eight (48) hours of NFC's request.
29. Compliance With Florida Affordability And Transparency Statutes. The COMPANY shall comply with Florida Statute 1004.085 Textbook and Instructional Materials Affordability and Transparency and Florida Rule 6A-14.092
30. Price Match Guarantee. The COMPANY shall provide a Price Match Guarantee Program for printed course materials that shall include the following:
- Price Match Guarantee shall price match Amazon.com and B&N.com, and local brick-and-mortar competitors.



**EXHIBIT “D”**  
**WEBSITE / TECHNOLOGY REQUIREMENTS**

**Website**

1. Website. The COMPANY shall manage and operate a unique Campus Store Website. The website shall conform to NFC’s design guidelines and link to and from NFC’s Website. The website shall include, but not be limited to, the ability for customers to order textbooks, general books, and general merchandise. The website shall offer registration integration, online buyback, and the ability for faculty to submit textbook adoptions online. All aspects of the website, including products sold (whether by the COMPANY or by a third-party vendor), links to and/or from the website, and advertising accepted, shall require NFC’s prior written approval. Third-party vendors on the website must be pre-approved by the NFC Administration.
2. URL Ownership. The Campus Store Website includes the e-commerce platforms, and web-based services the COMPANY will create and maintain to support NFC’s Campus Stores. NFC shall be the sole owner of all right, title, and interest in all existing and future URLs related to NFC’s Campus Store Website.

**Technology**

3. Not used.
4. Technology Integration. The COMPANY’s systems shall have the ability to interface, at the COMPANY’s sole expense, with current and/or future NFC systems. NFC currently utilizes Banner and Canvas.
5. Campus Card. The COMPANY shall accept any current and/or future NFC Campus Card as a tender type, which includes, at the COMPANY’s sole expense, integration with NFC’s Campus Card system. The COMPANY shall pay a 2.5% transaction fee to NFC for NFC Campus Card transactions except for financial aid transactions.
6. Not used.
7. Accessibility Guidelines. The COMPANY shall warrant that the products or services to be provided under this Agreement comply with the accessibility guidelines of “Section 508 of the Rehabilitation Act of 1973” as amended as of the date of this Agreement, and the “Web Content Accessibility Guidelines (WCAG) 2.0 or 2.1 whichever is applicable as of the date of this Agreement, Level AA Conformance” published by the World Wide Web Consortium, [www.w3.org](http://www.w3.org), at <http://www.w3.org/TR/WCAG20/>.

The COMPANY shall promptly respond to and resolve any complaint arising during the term of the warranty period regarding accessibility of its products or services which is brought to its attention. The COMPANY shall provide confirmation to NFC within ninety (90) days of receiving any such complaint that the complaint has been fully resolved, and shall recertify compliance upon NFC’s request.

8. Verification. The COMPANY shall provide credible, independent third-party verification demonstrating product compliance with Section 508 of the Rehabilitation Act of 1973 and WCAG 2.0, Level AA upon initial deployment, prior to production use by, or publication to, faculty, staff, and/or students, NFC community, or members of the public. Appropriate documentation detailing the testing, including evaluation results, will be provided at time of initial deployment and thereafter at NFC's request. The third-party providing such verification must be acceptable to NFC in its reasonable discretion.

**EXHIBIT “E”**  
**TENDER TYPES / DISCOUNTS REQUIREMENTS**

1. Tender Types. At a minimum, the COMPANY shall accept major credit cards, Campus Cards/ID Debit Cards, Campus Store gift cards, bank debit cards, department charges, student financial aid charges, scholarship charges/vouchers, and third-party agency charges/vouchers. The COMPANY shall be solely responsible for all expenses and collection of debts resulting from credit cards, and bank debit card transactions.
2. Not used.
3. Department Charges. Department purchases shall receive a minimum of a twenty percent (20%) discount on all authorized departmental purchases, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.
4. Faculty / Staff Discounts. All full-time NFC Faculty and Staff shall receive a ten percent (10%) discount on all merchandise available at the Online Campus Store, excluding textbooks, sale merchandise, computer hardware, and academically discounted software.
5. Gift Certificates / Gift Cards. The COMPANY shall accept unredeemed gift cards of up to five thousand dollars (\$5,000). (i.e., Gift cards that were sold to customers by the Campus Store prior to the prior to the commencement of this Agreement.)

**EXHIBIT “F”**  
**GENERAL MERCHANDISE AND MARKETING REQUIREMENTS**

**General Merchandise Pricing Policies**

1. Pricing Policy-General Books. The COMPANY shall sell trade books, reference books and other non-textbooks at no more than the publisher’s list price, or if there is no list price, at prices competitive in the local area and competitive in the college campus store industry.
2. Pricing Policy-General Merchandise. The COMPANY shall sell all other merchandise (i.e. clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the college campus store industry).
3. Value-Priced-General Merchandise. The COMPANY shall provide emblematic merchandise at multiple price points, and shall provide value-priced merchandise on the Campus Store Website.

**General Merchandise**

4. General Merchandise Selection. The COMPANY shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer software, computer/technology products, general books, reference books, novelty gifts, art supplies, school supplies, course-related supplies, greeting cards, convenience items, health and beauty aids (HBAs), special order services, graduation-related merchandise, and other services expected from a quality Online Campus Store.
5. Emblematic Clothing And Gifts. The COMPANY shall promote and brand NFC by offering a broad selection of emblematic clothing and gifts that comply with NFC’s current and/or future licensing requirements, design guidelines, and requirements for branded products and usage of the NFC seal, marks, and logo, etc. The COMPANY shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points, including value-priced merchandise.
6. General Books / Reference. The COMPANY shall provide a selection of general books, bestsellers, reference books, and faculty-authored books.
7. Course-Related Supplies. The COMPANY shall provide sufficient quantities of all course-related supplies as requested by NFC Faculty.
8. New Product Lines. The COMPANY shall continually expand and introduce new product lines that appeal to customers (i.e., students, faculty, staff, alumni, visitors, etc.) and generate traffic into the website.
9. Not used.
10. Licensing Program. The COMPANY shall only purchase branded merchandise from vendors who adhere to current and/or future NFC Licensing Program requirements and/or NFC’s design, logo, and usage guidelines and requirements for branded products.

11. Vendor Code Of Conduct. The COMPANY must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the contractor does business with meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

**Marketing**

12. Not used.
13. Communication Standards. All communications from the COMPANY to the NFC community must meet NFC's communication, logo, and brand standards.
14. Website. The COMPANY shall manage and operate a unique Campus Store Website. The Website will feature a full range of emblematic merchandise and the ability to order course materials through an Online Course Materials Store.
15. Social Media. The COMPANY shall manage and operate a unique social media program for the Campus Store. The COMPANY shall develop and implement social media marketing and promotional strategies for the Campus Store. To the extent that the COMPANY develops its own social media sites (e.g., Instagram, X, Facebook, etc.) or integrates with NFC's site, the COMPANY shall keep its posted information up-to-date, and refresh its sites frequently, consistent with effective social media strategies and conforming to NFC's social media standards and practices.

**EXHIBIT “G”**  
**FINANCIAL REPORTING REQUIREMENTS**

1. Monthly Reporting. On a monthly basis, the COMPANY shall submit a detailed sales report to NFC, including total sales, website sales, sales by category/department, and non-commissionable sales (with supporting documentation) for the Online Course Materials Store. Additional supporting documentation for non-commissionable sales must be provided by the COMPANY to NFC within five (5) business days of the University’s request.
2. Annual Reporting. On an annual basis by July 31 of each Agreement Year at a minimum, and at any time upon the request of NFC, the COMPANY shall submit a Campus Store financial statement to NFC. At a minimum, the Campus Store financial statement shall include the following:
  - Sales by Category/Department including commissionable and non-commissionable sales
  - Total Sales
  - Cost of Goods Sold
  - Gross Margin
  - Commission Paid to NFC
  - Profit/Loss
  - Course Materials Units Sold By Department
  - Number of Website Orders by Category/Department
  - Website/E-Commerce Sales by Category/Department
  - Other Reports as requested by NFC (e.g., customer counts, unit sales, transaction size, adoption data, etc.)
3. Additional Financial Reports. The COMPANY shall provide additional financial reports to NFC within twenty (20) days of NFC’s request.
4. Course Materials List. At the end of each term/semester, the COMPANY shall submit a Course Materials List in electronic format, as described in Exhibit C22, of this Agreement.
5. Contractor’s Financial Statement. On an annual basis within thirty (30) days of the COMPANY’s completed financial audit, the COMPANY shall submit a copy of its audited company financial statement to NFC.
6. NFC Audit Rights. NFC reserves the right to audit all or any components of this Agreement between NFC and the COMPANY.

**EXHIBIT “H”**  
**FACILITY AND EQUIPMENT REQUIREMENTS**



1. Not used

**EXHIBIT “I”**  
**INVENTORY PURCHASE REQUIREMENTS**

1. Not used.

## **EXHIBIT “J”**

### **INSURANCE AND INDEMNIFICATION REQUIREMENTS**

#### **INSURANCE**

##### **Minimum Insurance Coverage and Requirements:**

Prior to the commencement of work, the COMPANY must obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, North Florida College shall not be deemed or construed to have assessed the risk that may be applicable to the COMPANY. The COMPANY shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The COMPANY is not relieved of any liability or other obligations assumed or pursuant to the agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration or types. Unless otherwise approved by NFC, all insurance coverage must be written on an occurrence basis with the exception of Professional Liability (if applicable).

#### **I. Coverage**

1. Commercial General Liability – ISO CG 001 Form or equivalent; coverage to include:
  - Premises and Operations
  - Personal/Advertising Injury
  - Products/Completed Operations
  - Broad Form Property Damage
  - Independent Contractors
2. Automobile Liability including all:
  - Any Auto (owned, non-owned, hired)
  - Personal Injury Protection (when applicable)
3. Worker’s Compensation
  - Statutory Limits as per Florida Statute 440 including Employer’s Liability
4. Excess/Umbrella Liability (as needed)
  - Excess of Commercial General Liability, Automobile Liability and Employers Liability; Coverage should be as broad as primary
5. Cyber Liability
6. Professional Liability – the policy/coverage shall be amended to include the following:
  - a) Amendment of any Contractual Liability Exclusion to state that the exclusion does not apply to any liability of others which you assume under a written agreement provided such liability is caused by your wrongful acts
  - b) Claims alleging improper supervision of sub-consultants
  - c) Representative Insured Wording amended to include past principals/employees
  - d) Cancellation Clause shall provide written notice prior to cancellation to College
  - e) Policy is to be on a primary basis; if other professional coverage is carried, an endorsement is to be issued acknowledging that there is excess coverage above this policy; the declaration page shall show the

other policy is intended to function as excess, and shall be shown on the declarations page of this policy

- f) Notice Provision for Claims to be added stating that it is agreed that knowledge of an act, error, or omission by an agent or employee of the Insured, shall not in itself constitute knowledge by the Insured, unless an officer, owner, partner, or principal of the Insured shall have received such notice

## II. Limits

### 1. Required Limits:

The following minimum limits of liability are required; however, the limits are subject to change at the discretion of NFC. The requirement for Professional Liability will be as applicable.

<b>Commercial General Liability</b>	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Damage to Rented Premises	\$300,000
Medical Payments (any one person)	\$5,000
<b>Automobile Liability</b>	
Bodily Injury/Property Damage (each accident)	\$1,000,000
Personal Injury Protection	Statutory
<b>Workers' Compensation</b>	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employer's Liability)	\$1,000,000
<b>Umbrella Liability</b>	
Each Occurrence Limit (\$1-\$5M)	\$1,000,000
<b>Cyber Liability</b>	
Each Occurrence Limit	\$1,000,000
<b>Professional Liability</b>	
Each Claim (\$1-\$3M)	\$1,000,000
Annual Policy Aggregate (\$2-\$5M)	\$2,000,000

### 2. Additional requirements:

- Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the District Board of Trustees, North Florida College
- Include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from North Florida College
- Include a Separation of Insured clause for all liability policies
- The College requires advance written notice prior to policy non-renewal, cancellation or material change or alteration
- Provide uninterrupted Professional Liability for three (3) years after substantial completion of any project

### A. College Liability

North Florida College will be liable only for property damage and/or bodily injury pursuant to resulting agreement and which occur as a direct result of negligence of the College, its agents or employees. The College is self-insured through the Florida College System Risk Management Consortium as a state agency and liability is, therefore, limited to sovereign immunity limits of \$200,000.00 per person and \$300,000.00 per occurrence, in accordance with Florida Statute 768.28.

## **INDEMNIFICATION**

To the fullest extent permitted by law, the COMPANY shall defend, indemnify, and hold harmless the College, its officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the COMPANY or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

**EXHIBIT “K”**  
**GENERAL TERMS & CONDITIONS**

**Public Records**

- 1) The COMPANY, while acting on behalf of the College, shall keep and maintain public records required by the College to perform the service.
- 2) Upon request from the College’s custodian of public records, the COMPANY shall provide the College with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in under Chapter 119, Florida Statutes or as otherwise provided by law.
- 3) In the event of a public records request pertaining to records in the COMPANY’s possession or control:
  - a) The COMPANY shall promptly provide the College copies of all records created or maintained in the course of performance under this Agreement or all such records to be inspected and copied within a reasonable amount of time
  - b) If the COMPANY fails to supply such records or make the records available within a reasonable amount of time, then the College may apply to a state court of competent jurisdiction for an order compelling the production of such records. In the event the College seeks mandatory injunctive relief, COMPANY waives the requirement that the College must first prove: (a) its lack of an adequate remedy at law (b) the irreparable harm absent entry of the injunction, or (c) that injunctive relief will serve the public interest
- 4) Upon the completion of the Agreement, the COMPANY shall:
  - a) Transfer, at no cost, to the College all public records in possession of the COMPANY and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements or
  - b) Keep and maintain public records required by the College to perform the service and shall meet all applicable requirements for retaining public records
- 5) All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College.
- 6) The COMPANY shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the Agreement term and following completion of the Agreement if the COMPANY does not transfer the records to the College.

**Protection of Confidential Data**

The COMPANY agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.

**Definition:** Covered data and information (CDI) includes paper and electronic student education record information supplied by College, as well as any data provided by College's students to the COMPANY.

**Acknowledgment of Access to CDI:** Respondent acknowledges that the agreement allows the COMPANY access to CDI.

**Prohibition on Unauthorized Use or Disclosure of CDI:** The COMPANY agrees to hold CDI in strict confidence. The COMPANY shall not use or disclose CDI received from or on behalf of College (or its students) except as permitted or required by the agreement, as required by law, or as otherwise authorized in writing by College. The COMPANY agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

**Return or Destruction of CDI:** Upon termination, cancellation, expiration or other conclusion of the agreement, the COMPANY shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. If the COMPANY destroys the information, the COMPANY shall provide College with a certificate confirming the date of destruction of the data.

**Remedies:** If College reasonably determines in good faith that the COMPANY has materially breached any of its obligations under resulting agreement, College, in its sole discretion, shall have the right to require COMPANY to submit to a plan of monitoring and reporting; provide the COMPANY with a fifteen (15) day period to cure the breach; or terminate the agreement immediately if cure is not possible. Before exercising any of these options, College shall provide written notice to Service Provider describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the COMPANY improperly disclosed personally identifiable information obtained from College's education records, College may not allow the COMPANY access to education records for at least five (5) years.

**Maintenance of the Security of Electronic Information:** The COMPANY shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of College or its students. These measures will be extended by contract to all subcontractors used by the COMPANY.

**Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** The COMPANY shall, within one (1) business day of discovery, report to College any use or disclosure of CDI not authorized by resulting agreement or in writing by College. The COMPANY's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the COMPANY has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the COMPANY has taken or shall take to prevent future

similar unauthorized use or disclosure. The COMPANY shall provide such other information, including a written report, as reasonably requested by College.

**Red Flag Rule:** The COMPANY shall maintain during the existence of any Agreement with College appropriate policies and procedures to comply with the FTC issued Regulation 16 CFR Part 681, commonly referred to as the “Identity Theft Red Flags Rule”, requiring the development and implementation of written identity theft prevention policy for “covered accounts.” The COMPANY represents that it has reviewed the College's program regarding identity theft and agrees that it will promptly report any Red Flags to the Program Administrator or the College employee with primary oversight of the service provider relationship.

**Payment Card Industry Data Security Standard Compliance-PCI DSS Compliance:** The COMPANY shall implement and maintain during the existence of any Agreement with the College PCI DSS compliance that is currently in force during the term of the Agreement and agrees to provide evidence of such compliance on an annual basis to the College. As evidence of compliance, the COMPANY will provide a current attestation of compliance signed by a PCI Qualified Security Assessor.

### **Data Security**

The COMPANY agrees that use, storage and access to College data shall be performed with that degree of skill, care and judgment customarily accepted as sound, quality and professional practices. The COMPANY shall implement and maintain safeguards necessary to ensure the confidentiality, availability and integrity of College data. If any of these safeguards represent a change to a system, these changes shall be implemented by the COMPANY in accordance with the COMPANY's approved field modification process at the time of system installation and shall be included in the price of the system. The COMPANY warrants that both its primary and back up servers upon which College' campus store data is stored are and will continue to be located in the United States. College data deriving from Pure Digital Course Materials is stored and will continue to be located in the EU.

Such safeguards shall include as appropriate, and without limitation, the following:

- 1) System Security - A system that is owned or supported by the COMPANY and contains College data shall be secured as follows:
  - i. The COMPANY warrants that their system is free of any system settings or defects that would create a potential breach
  - ii. The COMPANY shall provide the specifications and configuration settings of the system, including hardware, operating system, applications, communication ports and protocols
  - iii. The system shall use secure protocols (i.e. SSH, SSL, SFTPS, TLS, IPsec) to safeguard College data in transit
  - iv. The COMPANY understands the system may be placed on a public network and warrants the system is sufficiently protected from compromises and attacks. The COMPANY may need to add a host-based or external firewall to protect the system or COMPANY may allow the College to add a host-based or external firewall without breach of resulting agreement, the COMPANY's warranty or College support contract
  - v. COMPANY shall coordinate with the College to ensure the following:



- Limit administrative access to the system
  - Limit remote access to the system
  - Limit account access and privileges to the least necessary for the proper functioning of the system
  - Remove or disable applications and services that are not necessary for the proper functioning of the system
  - Use named user accounts and not generic or shared accounts
  - Use Kerberos, LDAP or other industry compliant services for authentication and authorization. If the system lacks the capability to utilize centralized authentication and/or authorization, a secure remote API, batch load interface or other mechanism must be provided for provisioning user accounts and privileges
  - Enable an appropriate level of auditing and logging for the operating system and applications
- vi. The system shall not be deployed with default passwords and shall allow the changing of system and user passwords

## 2) System Maintenance and Support

- i. The COMPANY and College shall agree on a process for the timely review, testing and installation of patches essential for safeguarding the confidentiality, integrity or availability of the system or College data
- ii. Proper change management procedures, as defined in resulting agreement, or in future contract documents, shall be followed
- iii. The COMPANY shall ensure that the system is supported. The COMPANY shall provide College with notice 12 months before the system or any components become unsupported
- iv. If necessary, the COMPANY shall provide remote support via a mutually agreed upon secure connection method that includes a detailed audit log of events (i.e. who, what, where, when). Remote access shall be limited to an as needed or as requested basis; COMPANY shall provide a list of accounts used for remote access

## 3) Data Protection

- i. The COMPANY shall only use, store, disclose or access College data in accordance with, and only to the extent permissible, under resulting agreement
- ii. The COMPANY shall have documented policies and procedures to prevent unauthorized use, disclosure loss, acquisition of, or access to, College data. This includes, but is not limited to, personnel security measures such as background checks
- iii. The COMPANY shall provide College written notice of any employee or agent of COMPANY that was or is employed by College that has access to or use College data. College shall have sole discretion to disallow access to or use of College data to any person identified in such notice
- iv. All transmission of College data between parties shall be performed using a mutually agreed upon secure transfer method that includes a detailed audit log of events (i.e. who, what, where, when)

#### 4) Oversight

A security audit, evaluation or review shall be performed no less than annually to ensure compliance with the COMPANY's safeguards, any safeguards required under resulting agreement and industry best practices for the protection of College data. If an evaluation, audit or review identifies any error, flaw or inadequacy with respect to any safeguard that does or may affect College data, the COMPANY shall promptly notify the College. Upon the College's request, the COMPANY shall provide a copy of any report generated in connection with any such evaluation, audit or review. The College and the COMPANY shall develop a mutually agreeable timeline to correct any such error, flaw or inadequacy, and if the COMPANY is unable to make such correction, or fails to do so within a reasonable timeframe as determined by the College, the College may immediately terminate resulting agreement.

#### 5) Data Breach

If the COMPANY has reason to believe that College data may have been accessed, disclosed or acquired without proper authorization and contrary to the terms of resulting agreement or other contract document, COMPANY shall alert the College of any data breach within one (1) business day, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the data breach. The COMPANY shall give highest priority to immediately correcting any data breach and shall devote such resources as may be required to accomplish that goal. The COMPANY shall provide the College any and all information necessary to enable the College to fully understand the nature and scope of the data breach. To the extent the College, in its sole discretion, deems warranted-whether in accordance with applicable Florida law such as Florida Statutes 501.171, or federal law such as FERPA, HIPPA, EAR or ITAR, the College may provide notice or require the COMPANY to provide notice to any or all parties affected by any data breach. In such case, the COMPANY shall consult with the College in a timely fashion regarding appropriate steps required to notify third parties. The COMPANY shall provide College information about what the COMPANY has done or plans to do to mitigate any deleterious effect or the unauthorized use or disclosure of, or access to, college data. In the event that a data breach requires the COMPANY's assistance in reinstalling software, such assistance shall be provided at no cost to the College and in accordance with the College's policies and standards. The College may discontinue any services or products provided by the COMPANY until the College, in its sole discretion, determines that the cause of the data breach has been sufficiently mitigated.

#### 6) No Surreptitious Code

The COMPANY warrants that, to the best of its knowledge, the system is free of and does not contain any code or mechanism that collects information or asserts control of the system without College's consent, or which may restrict College's access to or use of college data. The COMPANY further warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, Trojan, worm or other code or mechanism designed to permit unauthorized access to college data, or which may restrict College's access to or use of college data.

- 7) The COMPANY shall ensure that all individuals who are assigned to deliver any services contemplated by resulting Agreements sign a non-disclosure agreement to be provided as an exhibit to resulting agreement. Such individuals will be assigned unique login and

passwords in cooperation with College's Department of Information Security and such logins and passwords shall not be shared between users.

### **Relationship of Parties**

The COMPANY is an independent contractor and will furnish services upon its own credit rather than as an employee, agent or representative of the College. The conduct and control of the services performed pursuant to the agreement shall be solely with the COMPANY; however, such services shall be performed in accordance with generally accepted procedures and methods. None of the benefits provided by the College to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from College to COMPANY or the employees, agents or public servants of the COMPANY. The COMPANY will be solely and entirely responsible for the COMPANY's acts and for the acts of the COMPANY's agents, employees and public servants during the performance of the agreement.

### **E-Verify**

The COMPANY, for the life of Agreement and any subsequent renewals, shall cooperate and comply with all legal requirements requiring college operators, vendors, contractors and associates on any North Florida College campus to submit to a verification of employment eligibility through the U.S. Department of Homeland Security's E-Verify system as set forth under Florida Statute 448.095, Employment Eligibility. The verification of employment eligibility will include all persons employed during the agreement term by the COMPANY to perform duties within Florida and all persons (including subcontractors) assigned by the COMPANY to perform work pursuant to the agreement with the College. Upon request by the College, evidence of compliance shall be provided to College. The COMPANY shall complete and submit the 'Employment Eligibility Verification Form' as noted in Section Four of this RFP, Evaluation Criteria.

### **Taxes/Licenses/Permits**

The COMPANY shall pay all applicable taxes and purchase any licenses that may be required in the performance of the resulting agreement. In addition, the COMPANY shall be responsible for obtaining all necessary vendor and employee permits and/or registration cards in compliance with all applicable federal, state and municipal statutes.

### **Patents and Copyrights**

The COMPANY agrees to indemnify and save harmless the College, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent by reason of the buying, selling or using the goods supplied under this contract, and will assume the defense of any and all suits and will pay all costs and expenses thereto.