

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS

July 19, 2018

TO: School Board Members

FROM: Maurice L. Woods *MLW*
Chief Strategy & Operations Officer

VIA: Robert W. Runcie *Made for Runcie*
Superintendent of Schools

SUBJECT: **REVISION TO EE-5., RECOMMENDATION TO APPROVE AGREEMENT 59-064V – FLORIDA INTERNATIONAL UNIVERSITY DUAL ENROLLMENT ARTICULATION PROGRAM, FOR THE JULY 24, 2018, REGULAR SCHOOL BOARD MEETING**

A revision was made to EE-5., Recommendation to Approve Agreement – 59-064V – Florida International University Dual Enrollment Articulation Program, for the July 24, 2018, Regular School Board Meeting.

Exhibits:

- Added Piggyback Agreement

RWR/MLW/MCC:bm

cc: Senior Leadership Team

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

BARNES & NOBLE COLLEGE BOOKSELLER, LLC

(hereinafter referred to as “VENDOR”),
whose principal place of business is
120 Mountain View Boulevard, Basking Ridge
New Jersey, 07920

WHEREAS, SBBC is in need of instructional materials and has selected the VENDOR to provide such materials; and

WHEREAS, Rule 6A-1.012(6), Florida Administrative Code and SBBC Policy 3320 Part II, subparagraph M, states that in lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other districts school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity will permit purchases by a district school board at the same terms, conditions and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board; and

WHEREAS, SBBC desires to utilize an existing Agreement between Florida International University, acting for and on behalf of the Florida Board of Trustees (herein after referred as “FIU”) and Barnes and Noble College Bookseller, LLC (herein after referred as VENDOR) under Request for Proposal (RFP) J98-78 which commenced on December 1, 1999 and expires on November 30, 2019, see Agreement, Addendum, Extension, Renewal and Amendment included in composite **Attachment A**; and

WHEREAS, SBBC and VENDOR desire to enter into this Agreement for the purchase of instructional materials based on VENDOR’s proposal response to FIU’s RFP J98-78 (herein after referred as “Proposal”); and

WHEREAS, VENDOR, will permit SBBC to purchase goods and services through the contract awarded under RFP J98-78 at the same terms, conditions and prices awarded, and such purchases are to the advantage of SBBC.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on the last date signed by all Parties and conclude on **July 31, 2019**.

2.02 **Description of Goods or Services Provided**. VENDOR shall provide goods and services, in accordance with the terms and conditions of RFP J98-78 awarded to VENDOR by FIU and included herein for reference in **Attachment B**. Materials included but is not limited to new textbooks, used textbooks, school supplies and other merchandise.

2.03 **Cost of Goods or Services**. SBBC will purchase instructional materials based on the pricing structure outlined in VENDOR's Proposal as outlined **Attachment C**. Payment shall be made within thirty (30) days after receipt of an appropriate invoice from VENDOR.

2.04 **Priority of Documents**. In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Piggyback Amendment to Agreement dated 9/17/2013, then;
- Third: Piggyback Renewal and Amendment to Agreement dated 2/08/2010, then;
- Fourth: Piggyback Extension of Agreement dated 12/08/2009, then;
- Fifth: Piggyback Addendum to Agreement dated 12/01/1999, then;
- Sixth: Piggyback Agreement between FIU and VENDOR dated 12/01/1999, then;
- Seventh: VENDOR's Proposal RFP J98-78.

2.05 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.06 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools

The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Chief Academic Officer
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy : School Board General Counsel
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To VENDOR: Barnes & Noble Bookseller, LLC
120 Mountain View Boulevard, Basking Ridge
New Jersey, 07920

With a Copy to: Florida International University
11200 S.W. 8th Street, MARC 251
Miami, FL 33199

2.07 **Background Screening**. VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.08 **Public Records**. The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.09 **Liability**. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.10 **Insurance Requirements**. VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability**. VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/

Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) Workers' Compensation. VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.11 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.12 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.13 **Incorporation by Reference.** **Attachments A, B and C** attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within

said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination**. This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a pro rata refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

3.21 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

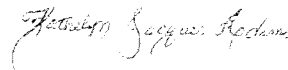
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams,
Esq. - kathelyn.jacques-
adams@gbrowardschools.com
Reason: Barnes & Noble Bookseller, LLC - Dual
Enrollment
Date: 2018.07.19 10:18:20 -04'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

BARNES AND NOBLE BOOKSELLER, LLC

ATTEST:

_____, Secretary

-or-

By _____

Name _____

Title _____

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, on behalf of the corporation/agency.

Name of Corporation or Agency
He/She is personally known to me or produced _____ as identification and did/did not first take an oath. _____ Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

Composite Attachment A

AMENDMENT

This Amendment to the Agreement (the "Amendment") is entered into on September 17, 2013 (the "Effective Date"), by and between The Florida International University Board of Trustees ("FIU"), and Barnes & Noble College Bookseller, LLC, a Delaware limited liability company, whose principal address is 120 Mountain View Boulevard, Basking Ridge, New Jersey 07920, who is authorized to do business in the State of Florida ("B&N").

WHEREAS, FIU and Barnes & Noble College Bookstores, Inc. ("Original Contractor") entered into that certain Agreement pursuant to Request for Proposal J98-78 dated December 1, 1999; as amended by that certain Addendum to Agreement dated December 1, 1999; as amended by certain Premises Use License Agreement Biscayne Bay Bookstore dated December 9, 2002; as extended by that certain Extension of Agreement dated December 8, 2009; as renewed and amended by that certain Renewal and Amendment to Agreement dated on February 8, 2010 (the "2010 Amendment") (collectively, the "Original Agreements");

WHEREAS, the Original Agreements were assigned to B&N by that certain Amendment by and between FIU and B&N, dated October 12, 2012 (this 2012 Amendment, along with the Original Agreements, shall be collectively referred to as the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, for and in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to modify the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein.
2. **Amendments.**
 - a. **Game Stop Enterprise.**
 - i. Effective April 30, 2012, the parties hereby agree to delete Section 4.b. (Percentage Payment re: Game Stop) of the 2010 Amendment in its entirety.
 - ii. Effective April 20, 2013, B&N shall no longer use and occupy the 1,534 sq. ft. located at GC 165, GC 165A and GC 165B of the Ernest R. Graham Center on the Modesto A. Maidique Campus, the space which was originally allocated by the parties in Section 6.a.1. of the 2010 Amendment for the GameStop enterprise. B&N shall surrender GC 165, GC 165A and GC 165B, as illustrated on Exhibit A, to FIU on or before May 1, 2013, in good order and condition, reasonable wear and tear excepted.
 - b. **Licensed Premises.** Effective December 1, 1999, B&N and FIU acknowledge and agree that the premises licensed by FIU to B&N pursuant to the Agreement shall be as described below and as illustrated on Exhibit B, attached hereto and incorporated herein by reference (the MMC Licensed Premises and the BBC Licensed Premises, as defined below, shall collectively be referred to as the "Licensed Premises");

i. Modesto A. Maidique Campus, Ernest R. Graham Center ("MMC Licensed Premises"):

Room 100E8, approximately 311 sq. ft.;
Room 166, approximately 1,574 sq. ft.;
Room 170, approximately 18,782 sq. ft.;
Room 170 A, approximately 124 sq. ft.;
Room 170L, approximately 50 sq. ft.;
Room 171, approximately 1,767 sq. ft.;
Room 171W, approximately 436 sq. ft.;
Room 171X, approximately 20 sq. ft.
Room 172A, approximately 116 sq. ft.;
Room 172B, approximately 103 sq. ft.;
Room 172C, approximately 177 sq. ft.;
Room 172D, approximately 91 sq. ft.;
Room 172E, approximately 83 sq. ft.;
Room 270, approximately 5,842 sq. ft.;
Room 270A, approximately 280 sq. ft.;
Room 270B, approximately 2340 sq. ft.;
Room 270E1, approximately 1,009 sq. ft.; and
Room 270S, approximately 305 sq. ft..

ii. Biscayne Bay Campus, Wolfe University Center ("BBC Licensed Premises"):

Room 130, approximately 5,449 sq. ft.;
Room 130A, approximately 149 sq. ft.;
Room 130B, approximately 683 sq. ft.;
Room 130C, approximately 10 sq. ft.;
Room 130D, approximately 130 sq. ft.; and
Room 130E, approximately 67 sq. ft.

3. **Ratification.** Except as modified hereby, all of the terms, covenants and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.
4. **Conflict.** In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall control.
5. **Capitalized Terms.** All capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in the Agreement.
6. **No counterparts; facsimile signatures allowed.** This Amendment may not be executed in counterparts. This Amendment and Agreement, along with any and all Exhibit(s), may be executed and delivered by facsimile signature by any of the parties to the other parties; to the extent permissible under Florida law, a facsimiles signature shall have the same legal force and effect as an original signature and the receiving party may rely on the receipt of such document so executed and delivered by facsimile signature as if the original had been received.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the duly authorized signatures of the parties have affixed their signatures, effective on the Effective Date above.

FOR B&N:

Barnes & Noble College Bookseller, LLC

BY: B. SLK VP, Stores

NAME & TITLE: (Name and Title of Signee)

DATE: 9-1-13

FOR FIU:

THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES

BY: [Signature]

NAME & TITLE: Kenneth A. Jessel, Ph.D.
Senior Vice President and CFO

DATE: 9-17-13

APPROVED AS TO FORM AND LEGALITY

BY: [Signature]
FIU Attorney

DATE: 8/28/13

Exhibit A

Modesto A. Maidique Campus
Ernest R. Graham Center – First Floor

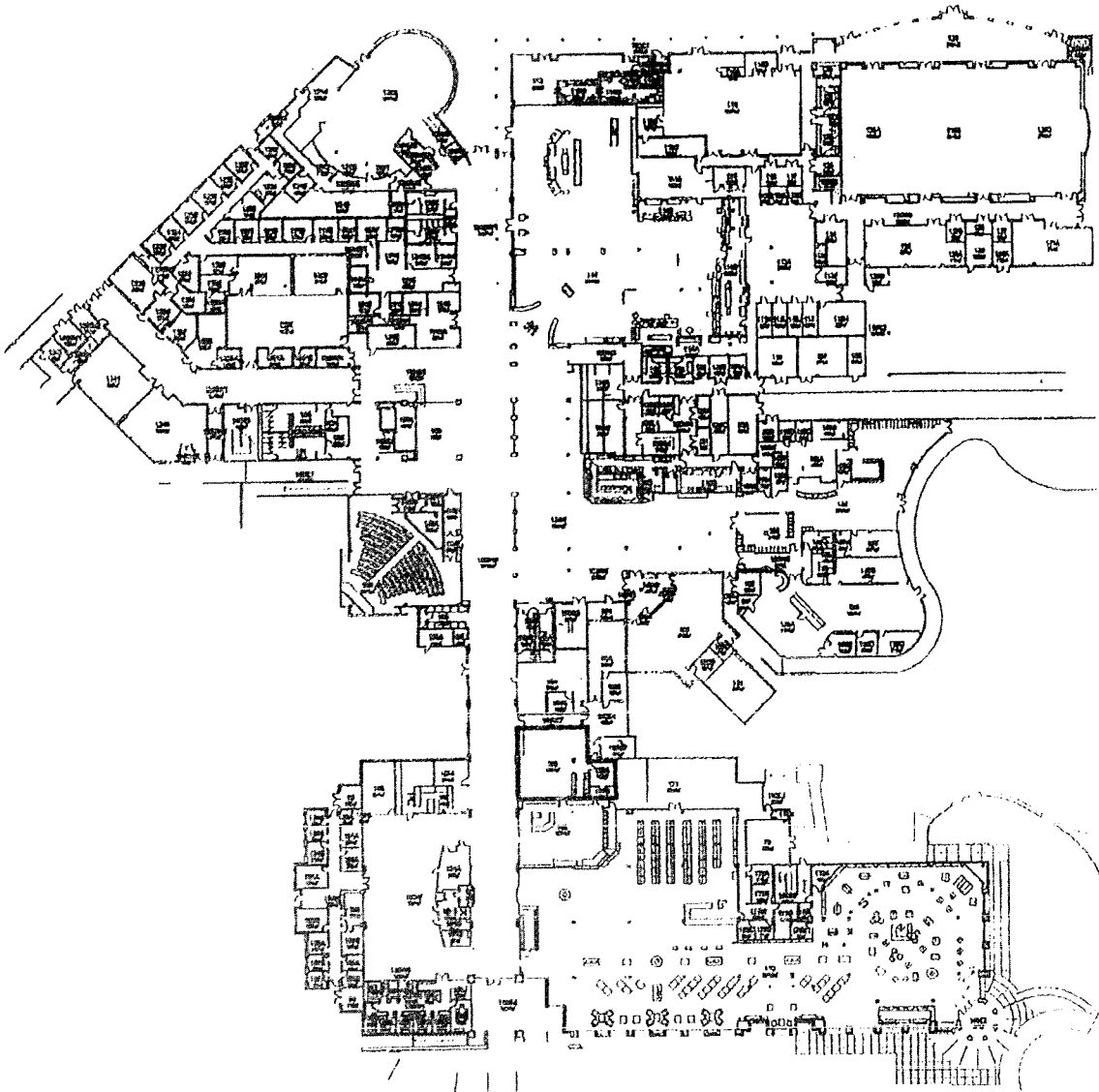


Exhibit B

Modesto A. Maidique Campus
Ernest R. Graham Center -- First Floor

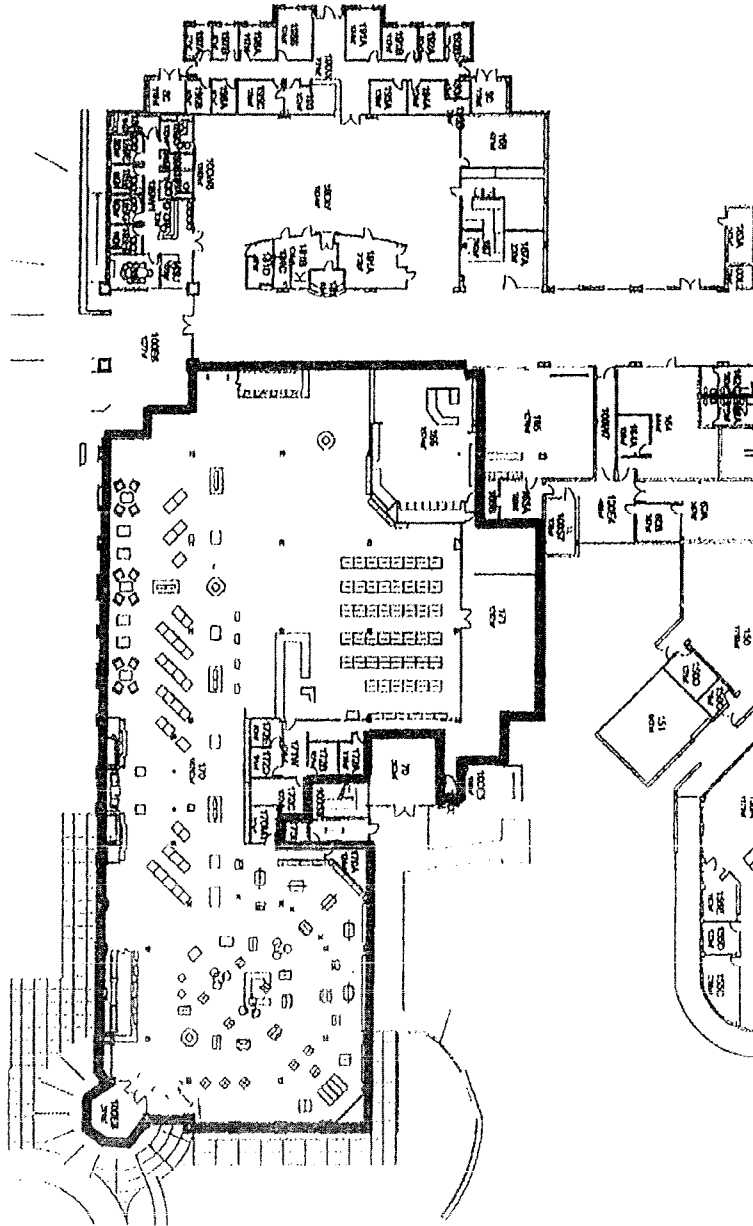


Exhibit B

Modesto A. Maidique Campus
Ernest R. Graham Center – Second Floor

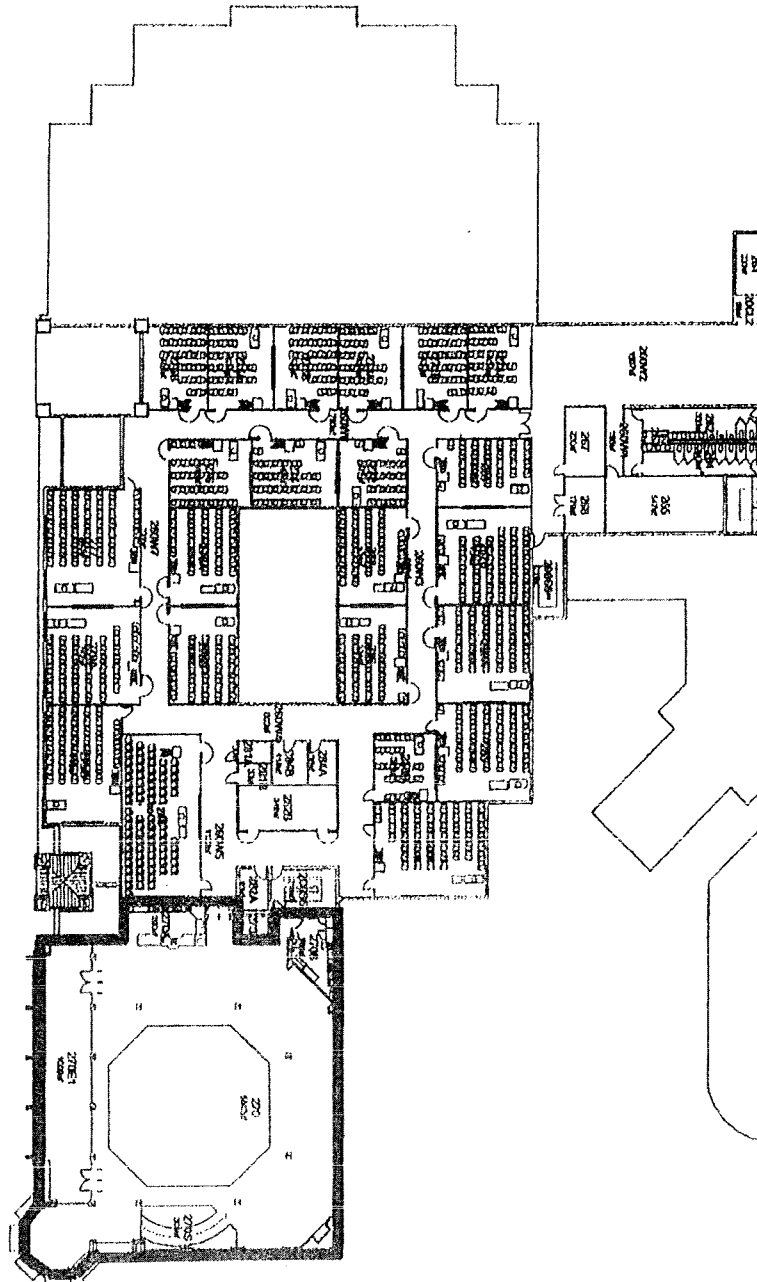
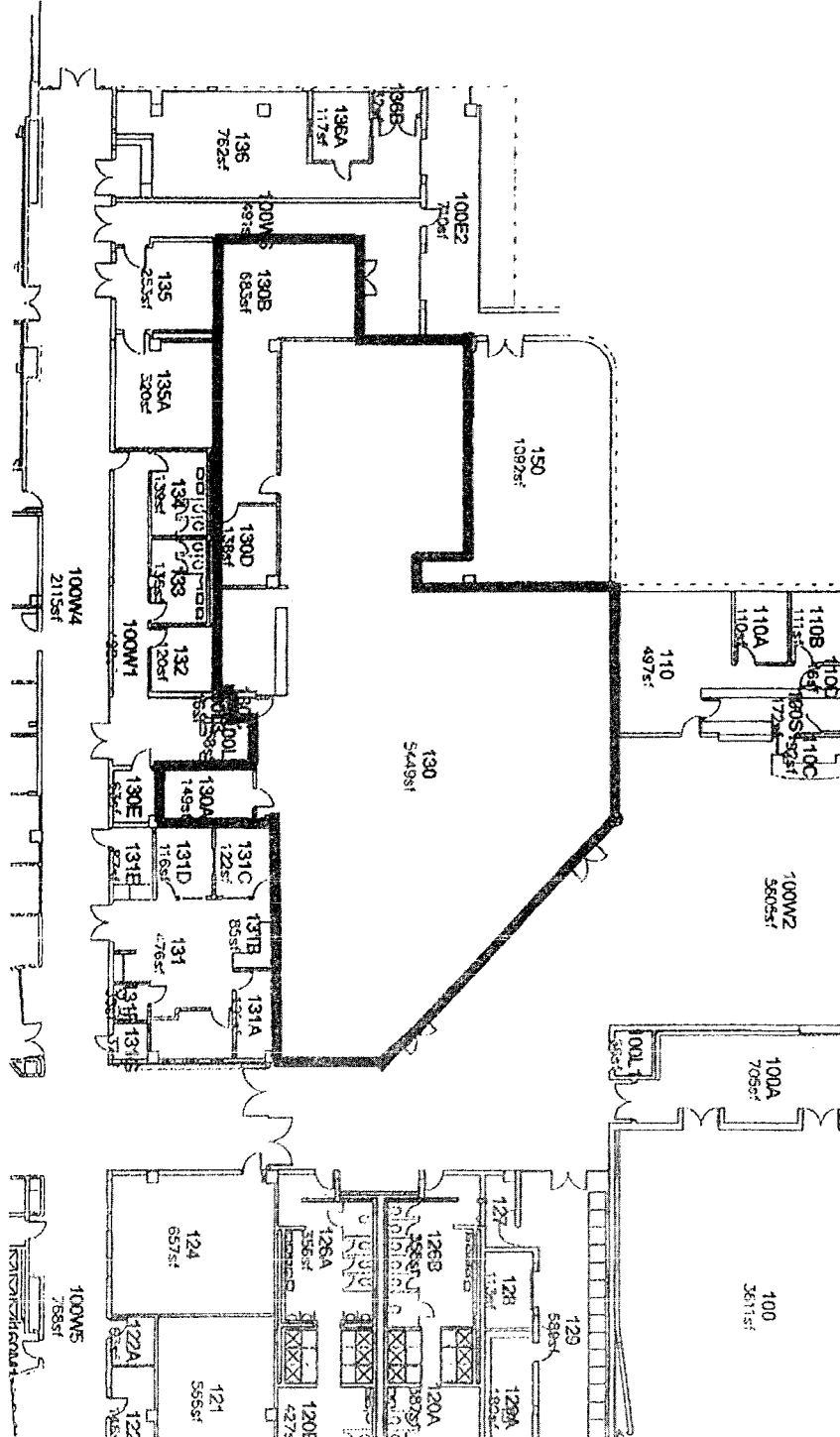


Exhibit B

Biscayne Bay Campus
Wolfe University Center - First Floor



RENEWAL AND AMENDMENT TO AGREEMENT

This Renewal and Amendment to Agreement ("Amendment") is a renewal of and amendment to that certain Agreement for University Bookstore Operations dated December 1, 1999, ("Agreement") between The Florida International University Board of Trustees, a public body corporate, ("University") and Barnes and Nobles College Booksellers Inc. ("Barnes & Noble"), with Addendum to Agreement ("Addendum") dated December 1, 1999.

NOW THEREFORE, the parties agree to the following:

1. **Renewal Term.** The Initial term of the Agreement began December 1, 1999 and will end on November 30, 2009. The parties are renewing the Agreement for the two additional five (5) year periods therefore the renewal term will be from December 1, 2009 – November 30, 2019 ("Renewal Term").
2. **Sale and Marketing of Beverages.** Barnes & Noble will honor the University's beverage vending contract with the vendor that provides beverage vending services and that has the pouring rights on the University's campuses by:
 - a. buying the affected beverage product for sale at the bookstores, convenience stores, cafes and any other spaces provided to Barnes & Noble pursuant to the Agreement only from such vendor, and
 - b. honoring the exclusivity provisions and marketing and sales restrictions in the University's contract with such vendor.
3. **Unrestricted Contribution.**
 - a. The first sentence of Paragraph 3 of the Addendum is stricken in its entirety and replaced with the following, "Beginning December 1, 2009, Barnes & Noble will contribute an annual unrestricted contribution of \$30,000 and an annual restricted contribution of \$10,000 for scholarships to The Florida International University Foundation, Inc. for the life of the contract. Barnes & Noble will make the first such contribution on or before December 1, 2009, and the subsequent annual contributions will be made on December 1 of each subsequent year of the Agreement." The remainder of the paragraph is unchanged.
 - b. The Section titled "Committed to Education" on p. 87 of Exhibit II to the Agreement is stricken in its entirety effective December 1, 2009.

4. **Percentage Payment.** Under the heading “Financial Considerations” beginning on page 86 of Exhibit II to the Agreement, the Section titled “Percentage Payment” is deleted in its entirety and replaced with the following:

“Percentage Payment/ Rental Payment

- a. Beginning December 1, 2009, on an annualized basis, Barnes & Noble will pay the University the percent of gross sales, as follows:

- 11.5% of all gross sales up to \$10,000,000
- 12.0% of all gross sales from \$10,000,000 to \$13,000,000
- 13.0% of all gross sales over \$13,000,000 to \$15,000,000
- 14.0% of all gross sales over \$15,000,000

(Gross sales is defined as all sales including but not limited to Florida International University website sales and literary café sales, less voids, refunds, sales tax, discounted sales, pass-through income, and uncollected sales, but excluding Game Stop and convenience store sales.)

- b. Beginning with the opening date of the Game Stop operations, and continuing on an annualized basis for as long as the Game Stop concession is located at the bookstore, Barnes & Noble will pay the University five percent (5%) of the first eight hundred thousand dollars (\$800K) of Game Stop gross sales in each annual period, and Barnes & Noble will pay the University two and one half percent (2.5%) of the Game Stop gross sales in excess of eight hundred thousand dollars (\$800K) in each annual period. (“Game Stop gross sales” is defined as all sales at the Game Stop concession less any: sales tax collected on the sales, voids, refunds, and uncollected sales at the Game Stop concession.)
- c. Beginning December 1, 2009, on an annualized basis, Barnes & Noble will pay to the University fifteen percent (15%) of the gross sales of the convenience stores.”

5. **Payment Schedule.** Under the heading “Financial Considerations” beginning on page 86 of Exhibit II to the Agreement, the Section titled “Payment Schedule” is deleted in its entirety and replaced with the following:

“Payment Schedule.

Beginning December 1, 2009, payments will be made monthly and paid within 30 days after the close of the month in which they were earned. Utilities payments of \$6,250 per month will accompany the commission payments.”

The University reserves the right to increase the utility payments related to the utility costs imposed upon the University and space occupied by Barnes & Noble; however, any such increases will not occur more than once in any Contract year, and any such increases will not exceed the U.S. Consumer Price Index-Urban (CPI-U, US City Average-All Items) Not Seasonally Adjusted (NSA) for the most recent twelve (12) month period as published by the U.S. Bureau of Labor Statistics.

6. **Capital Renewal and Expansion Program.**

- a. **Projects.** The parties agree that there will be a Capital Renewal and Expansion Program ("Capital Program") that will consist of two main projects:
1. the renovation of the bookstore on the Modesto A. Maidique Campus as provided in the Barnes & Noble Bookstore Capital Renewal Project dated 10-13-2009 in an amount not to exceed \$1,450,000, as may be amended by the mutual agreement of the parties ("MAM Project") which comprises of the expansion and remodeling of the convenience store, expansion of the second floor café including adding new tables and seating, outside patio modifications, the allocation of space in the main bookstore area designated for a new GameStop enterprise and lastly significant remodeling and construction of the front of the store including the incorporation of the newly named bookstore "Barnes and Noble Bookstore at FIU" (see Exhibit A), and in addition
 2. the renovation and renewal of the Biscayne Bay Campus bookstore, in the amount of \$150,000 ("BBC Project") details of the project will be mutually agreed to by both parties.

Barnes & Noble will submit the proposed plans for the projects to the University for approval prior to the start of construction. The combined total amount of the projects will not exceed \$1.6 Million. If the cost exceeds \$1.6 Million, Barnes & Noble will be responsible for paying the difference, and such difference will not be included in the amount that is permitted to be amortized by Barnes & Noble below.

Barnes & Noble will manage and complete the projects, including all design and construction management and FF& E. Barnes & Noble will remit copies of invoices paid for the projects to the University as proof of disbursements. Prior to commencement of the Project, Barnes & Noble shall provide FIU with all Performance and Payment Bonds required under Florida Statutes 255.05 and FIU's Policies and Procedures. All Bonds shall be issued on behalf of Florida International University Board of Trustees.

- b. **Funds.** Barnes & Noble will provide \$.6M (amortized on a straight line basis over the ten (10) year Renewal Term; however, in no event will such amortization or liability of the University extend beyond November 30, 2019) and Barnes & Noble will provide another \$1M (not amortized) for a total of \$1.6 Million for the Capital Program. In light of Barnes & Noble's investment in the Capital Program, the rental amount paid to FIU during the 2010- 11 and 2011-12 fiscal years (July 1- June 30) will be adjusted as follows:
1. 2010-2011 fiscal year: the percentage payment/rental payment due to FIU for each quarter shall be reduced by \$87,500 beginning with the September 30, 2010 payment; and

2. 2011-2012 fiscal year: the percentage payment/rental payment due to FIU for each quarter shall be reduced by \$162,500 beginning with the September 30, 2011 payment.

No costs incurred prior to December 1, 2009 will count toward the Capital Program costs.

- c. **Completion Date.** Barnes & Noble will complete the Capital Program on or before September 1, 2010.
- d. **Construction Process.** Barnes & Noble shall have projects conducted in accordance with professional and industry standards currently practiced by firms on projects similar in type, size, complexity and project costs. Barnes & Noble shall perform all design and construction work in accordance with all applicable federal, state, and local laws, rules and regulations, including but not limited to applicable environmental laws (collectively "Laws), FIU design and construction standards, policies, procedures and other standards in effect at the time of the design and construction work (collectively "FIU Requirements".) To the extent FIU Requirements are higher than applicable Laws, FIU's Requirements must be satisfied.

Barnes & Noble must procure, at its own expense, any and all permits required in connection with the projects, including but not limited to permit(s) required by the FIU Building Official. Barnes & Noble must insure that all design and/or construction work is performed by qualified and licensed individuals in accordance with applicable Laws and FIU Requirements.

Barnes & Noble shall be responsible for insuring that all construction and/or design work is carried out and completed in a safe and secure manner so as to protect all persons and property. Barnes & Noble shall coordinate and schedule all design and/or construction work with FIU's Facilities Management Department. All design and construction work must be pre-approved by FIU's Facilities Management Department in writing. FIU's Facilities Management Department shall designate a project manager authorized to act on FIU's behalf. FIU's project manager shall be the sole party authorized to render decisions on FIU's behalf. If Barnes & Noble accepts and relies on direction from other FIU representatives, the Barnes & Noble shall do so at its own risk and Barnes & Noble shall be responsible for all costs associated therewith. Barnes & Noble understands and acknowledges that time is of the essence in completion of the project. The Barnes & Noble shall immediately make additions, changes, and corrections to any documents and/or work necessitated by errors and/or omissions in Barnes & Noble's performance of its services. Barnes & Noble shall insure that its subcontractors comply with the terms of this Agreement.

Barnes & Noble shall keep FIU's property free from any liens, claims, encumbrances, or charges in connection with the design and/or construction work being performed by Barnes & Noble for the project. If any such lien, claim, encumbrance or charge(s) is asserted or recorded against FIU's property, the Barnes & Noble shall be responsible for having same immediately cancelled or discharged.

Barnes & Noble shall provide FIU with a detailed account of the actual costs related to all Project costs. FIU will own all improvements, equipment and furnishings upon termination or expiration of the Agreement.

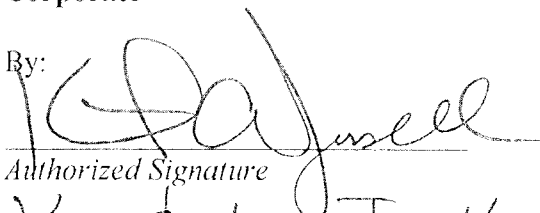
7. **Additional Unrestricted Contribution Payment.** If the Agreement is still in effect on November 30, 2015, Barnes & Noble will pay to the University \$200,000 on December 1, 2015.
8. **Name Change.** Effective December 1, 2009, the name of the bookstore will be "Barnes & Noble Bookstore at FIU." Barnes & Noble is responsible for paying all costs associated with the name change. Notwithstanding the above, the University retains the right to require the name to be changed for any reasonable basis, with all costs associated with the name change to be paid by Barnes & Noble.
9. The remainder of the Agreement not in conflict with the changes provided above shall remain unchanged.

The duly authorized representatives of the parties execute this Renewal and Amendment to Agreement.

**The Florida International University
Board of Trustees, a Public Body
Corporate**

**Barnes and Noble College
Booksellers, Inc.**

By:

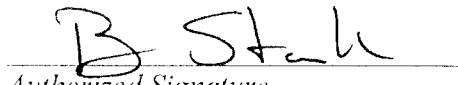

Authorized Signature

Kenneth A Jessell
Name (Please Print)

VP Finance + CFO
Title

2-8-2010
Date

By:


Authorized Signature

Brian Stark
Name (Please Print)

VP, STORES
Title

1-15-10
Date

Approved as to form & legality


FIU Attorney 1.14.10

Agreement Amendment Form 10.10.08

EXTENSION OF AGREEMENT

This Extension of Agreement ("Extension") is an extension of that certain Agreement for University Bookstore Operations and Addendum, both dated December 1, 1999 ("Agreement") between The Florida International University Board of Trustees, a public body corporate, ("University") and Barnes and Nobles College Booksellers Inc. ("Barnes & Noble").

NOW THEREFORE, the parties agree to the following:


1. **Extension Term.** The Initial term of the Agreement began December 1, 1999 and will end on November 30, 2009. The parties are extending the Agreement, effective December 1, 2009, on a week-to-week basis while negotiating an amendment and renewal of the Agreement. Such amendment and renewal will be effective December 1, 2009, and the terms will be retroactive to December 1, 2009.
2. **Notice of Termination.** In the event the parties cannot reach agreement as to the terms of the amendment and renewal of the Agreement, this Extension and the Agreement may be terminated by either party by giving the other party seven (7) days written notice.
3. **Sale and Marketing of Beverages.** Barnes & Noble will honor the University's beverage vending contract with the vendor that provides beverage vending services and that has the pouring rights on the University's campuses by:
 - a. buying the affected beverage product for sale at the bookstores, convenience stores, cafes and any other spaces provided to Barnes & Noble pursuant to the Agreement only from such vendor, and
 - b. honoring the exclusivity provisions and marketing and sales restrictions in the University's contract with such vendor.

The duly authorized representatives of the parties execute this Extension of Agreement.

**The Florida International University
Board of Trustees, a Public Body
Corporate**

**Barnes and Noble College
Booksellers, Inc.**

By:


Authorized Signature

Kenneth A. Jessell
Name (Please Print)

VP Financial Affairs
Title

12/1/2009
Date

By:

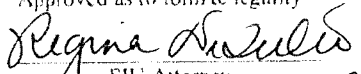

Authorized Signature

Brian STARCK
Name (Please Print)

VP, Stores
Title

12-2-09
Date

Approved as to form & legality


FIU Attorney 12.8.09

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT is made and entered into this 1st day of December, 1999 by and between Florida International University, for and on behalf of the Board of Regents ("FIU"), and Barnes & Noble College Bookstores, Inc. ("Barnes & Noble") whose business address is 33 East 17th Street, New York, NY 10003.

WHEREAS as a result of Request for Proposal No. J98-78 the parties have entered into an agreement on this date ("the Agreement"); and

WHEREAS the Agreement consists of the documents which were part of the Request for Proposal and Barnes & Noble's Response to RFP #J98-78 dated August 10, 1999 ("the Response"); and

WHEREAS, both parties desire to clarify the Agreement,

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. FIU and Barnes & Noble will work collaboratively to agree on the design of the new structure and renovation project described in the Agreement. Barnes & Noble must submit to FIU all plans and designs for construction for review and approval by the FIU Department of Facilities Management and the Sr. Vice President for Business and Finance.
2. This 10-year agreement may be renewed for up to two (2) additional five-year terms by mutual agreement of the parties.
3. Barnes & Noble will contribute an annual donation of \$10,000 to Florida International University Foundation, Inc. for the life of the contract. The donation may be used by FIU as it deems necessary provided there is an acknowledgement that Barnes & Noble donated the gift. FIU will establish a process for awarding the gift.
4. FIU retains the right to request Barnes & Noble to engage an alternative café vendor in the bookstore.
5. The Response, page 86, provides that Barnes & Noble will pay for utilities charges for both stores up to \$75,000 per year (\$6,250 per month to be paid along with the monthly commission payment). This \$75,000 annual payment includes heat, light and air-conditioning only. Other charges, such as telephone, data and telecommunications, will be paid separately by Barnes & Noble. The reimbursement for those charges will also be made on a monthly basis and will accompany the commission payments.
6. Pursuant to Section 12 of the Request for Proposal entitled, "Maintenance and Sanitation", Barnes & Noble will be responsible for all maintenance and

operating expenses as specified, with the exception of any painting needed due to normal wear and tear, light bulb or lamp replacements, ceiling tile replacements, pest control, and other unforeseen repairs such as ballasts, faulty wiring, and plumbing problems.

7. Barnes & Noble shall supply at its own expense a stand-alone air conditioning unit for the new bookstore space to be maintained by FIU Facilities Management. The unit will be amortized along with the cost of construction and become the property of FIU upon full amortization.
8. The previous unamortized depreciation balance (\$432,183 as of May 15, 1999) will continue to depreciate on the same schedule as agreed to in the previous contract entered into between FIU and Barnes & Noble. A detailed outline of said amortization is contained in Attachment A.
9. In order to determine revenues per units/categories, Barnes & Noble must itemize the sale revenue in the monthly commission statement for each of the following units: Internet (books, gift items, and other sales), UP Convenience Store, UP Café, UP Bookstore and NC Bookstore. More detailed/itemized information concerning other units/categories will be kept on file by Barnes & Noble to be made available upon request. Revenues generated from these venues are commissionable at the rate stated in the Response.
10. New textbooks and course packs will be sold at no greater than (i) the publisher's list price, or (ii) 25% gross margin on net priced books, inclusive of restocking fees, return penalties or other surcharges.
11. The exclusive rights granted in Section 2, Paragraph 2.19 of the Request for Proposal includes the right to be FIU's exclusive "on-campus" seller of items typically sold in college bookstores (except those specifically excepted in Section 2 of the Request for Proposal and the Center for Engineering and Applied Sciences site), such as books, educational supplies, notebooks, stationery, desk accessories, class rings and jewelry. The Senior Vice President for Business and Finance has the right to except this provision on a case-by-case basis. Revenues generated from all such sales shall be commissionable at the rate stated in the Response.
12. FIU will be responsible for the reimbursement of 25% of the total expense to complete the renovation project. The total cost is estimated to be \$4,270,000 of which FIU will be responsible for \$1,067,500. In the event that the total cost exceeds the estimate, FIU must approve the final total. Barnes & Noble will depreciate this investment as provided in the first paragraph of page 87 of the Response. Upon FIU's approval, the repayment schedule will be adjusted accordingly. If the total cost is less than the estimate, Barnes & Noble will reimburse the difference to FIU in one lump sum through commissions during the month of initial operation in the new space. Barnes & Noble will deduct FIU's repayment from monthly commissions beginning August 2000. The repayment schedule will be based on approximately 8% of sales for the month. Deductions

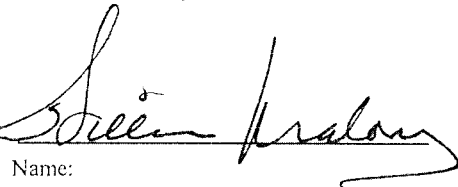
will be made in the months of August, September and January according to the schedule below:

August 2000	\$240,250
September 2000	\$ 80,000
January 2001	\$240,250
August 2001	\$253,500
September 2001	\$253,500

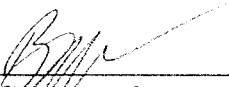
13. All other terms and conditions of the Agreement remain valid and in full force and effect.

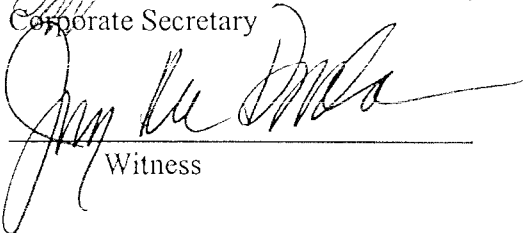
The individuals signing this Addendum to Agreement represent that they are fully authorized by their respective parties to sign this document and thereby bind the parties.

**BARNES & NOBLE COLLEGE,
BOOKSTORES, INC.**

By: 
Name:
Title:

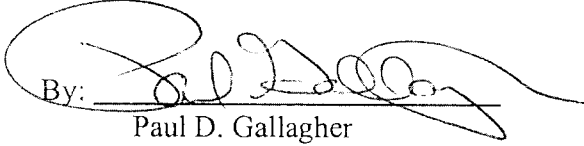
Date: 12-7-99


Corporate Secretary

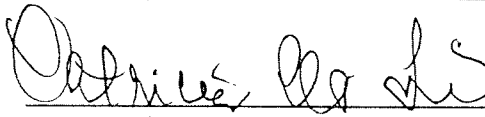

Witness

Corporate Seal

**FLORIDA INTERNATIONAL UNIVERSITY
for and on behalf of the Florida
Board of Regents**

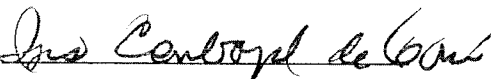
By: 
Paul D. Gallagher
Sr. Vice President
Business & Finance

Date: 12-7-99


Witness

Approved as to form and legal sufficiency:

OFFICE OF THE GENERAL COUNSEL

By: 

Date: 12/3/99

CAPITAL INVESTMENT

- \$450,000 – depreciation at occupancy of building (10 years)
- \$ 50,000 – depreciation at first renewal period (5 years)
- \$350,000 – depreciation at initial term (10 years)
- \$ 55,000 – depreciation at occupancy
- \$905,000 – total investment

AMORTIZATION DETAILS

\$450,000 (Depreciated 3 years and 5 months. Occupied building October 1995)

	\$450,000	Investment
-	<u>243,750</u>	Depreciated amount (\$3,750/month x 41 months)
	\$206,250	

\$50,000 (Depreciated 5 months. First renewal period began Jan. 1, 1999)

	\$50,000	Investment
-	<u>4,167</u>	Depreciated amount (\$833.33/month x 5 months)
	\$45,833	

\$350,000 (Depreciated 5 years and 5 months. Initial term of contract Dec. 15, 1993)

	\$350,000	Investment
-	<u>189,150</u>	Depreciated amount (\$3,750/month x 41 months)
	\$160,850	

\$55,000 (Depreciated 3 years, 3 months. Occupancy February 1996)

	\$55,000	Investment
-	<u>35,750</u>	Depreciated amount (\$916.66/month x 39 months)
	\$19,250	

TOTAL REMAINING FROM AMORTIZATION

\$160,850
45,833
19,250
<u>260,250</u>
\$432,183

AGREEMENT

THIS AGREEMENT entered into this 1st day of December, 1999 by and between Barnes & Noble College Bookstores, Inc., and Florida International University, acting for and on behalf of the Florida Board of Regents, a public corporation of the State of Florida (hereinafter F.I.U.), for University Bookstore Operations beginning on December 1, 1999 provided through November 30, 2009.

WITNESSETH:

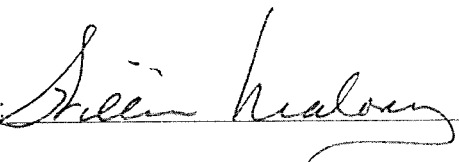
WHEREAS, F.I.U. has invited proposals to provide services for University Bookstore Operations, and

WHEREAS, Barnes & Noble College Bookstores, Inc. submitted a proposal for the provision of these services, which has been accepted by F.I.U.,

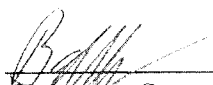
NOW, THEREFORE, in consideration of the mutual covenants contained herein, F.I.U. and Barnes & Noble College Bookstores, Inc. agree that Barnes & Noble College Bookstores, Inc. will provide these services upon the terms and conditions described in the Request for Proposal No. J98-78, attached and incorporated herein as Exhibit I, Barnes & Noble College Bookstores, Inc.'s Response to Request for Proposal #J98-78 dated August 10, 1999, and Addendum to Agreement signed on the same date as this Agreement. In the event of a conflict in terms among these documents, the terms of the Addendum to Agreement and the Request for Proposal shall control, in that order of priority.

WITNESS our hands and seals as of this date.

BARNES & NOBLE
COLLEGE BOOKSTORES, INC.


By: 

Date: 12-7-99

Attest: 
Corporate Secretary

Corporate Seal

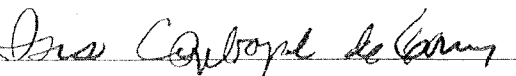
FLORIDA INTERNATIONAL UNIVERSITY
acting for and on behalf of the Florida
Board of Regents, a public corporation
of the State of Florida

By: 
Paul Gallagher
Sr. Vice President,
Business & Finance

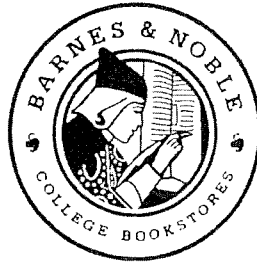
Date: 12-7-99

Approved as to form and legal sufficiency:

OFFICE OF THE GENERAL COUNSEL

By: 

Attachment B

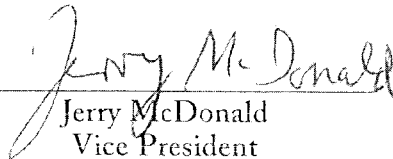


Response to RFP # J98-78

Proposal for Bookstore Services
Submitted to:

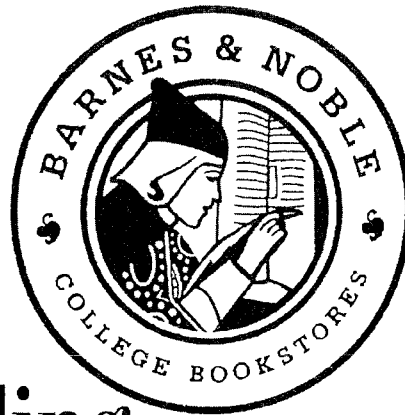
Judith Weech
Director of Purchasing
Florida International University
Business and Finance Purchasing Services
University Park
Green Library, Room 120
Miami, FL 33199
(305) 348-2161

SUBMITTED BY:


Jerry McDonald
Vice President
Barnes & Noble College, Inc.
660 Beacon Street
Boston, MA 02215
(617) 236-7401
Fax: (617) 236-7418
E-mail: jmcdonald@bncollege.com

August 10, 1999

**Excellence
in Bookselling**



**Excellence
in Education**

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FIU FLORIDA INTERNATIONAL UNIVERSITY

Hope, Knowledge, and Opportunity

**BUSINESS AND FINANCE
Purchasing Services
(305) 348-2161**

**RFP NO. J98-78
ADDENDUM #1**

University Bookstore Operations

This Addendum shall become part of the contract documents. Attach to Bid Response.

BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BELOW AND SUBMIT THIS ACKNOWLEDGMENT WITH THE BID RESPONSE.

1. Additions or changes are noted on attached page.
2. Other attachments:
 - (1) Bookstore Sales
 - (2) Convenience Store Sales
3. Pre-Bid Conference attendance list
4. Floor Plan

ACKNOWLEDGMENT OF RECEIPT ADDENDUM #1 RFP NO. J98-78

Company Name Barnes + Noble College Bookstore Inc.
 Address 33 East 17 Street, NYC, NY
 Telephone 212-539-2222
 Signature Jerry Mc Donald



FIU FLORIDA INTERNATIONAL UNIVERSITY

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BUSINESS AND FINANCE

Purchasing Services

(305) 348-2161

FAX (305) 348-3600

July 20, 1999

RFP NO. J98-78

ADDENDUM #2

UNIVERSITY BOOKSTORE OPERATIONS

This Addendum shall become part of the contract documents. Attached to Proposal Response. **BIDDERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BELOW AND SUBMIT THIS ACKNOWLEDGMENT WITH THE PROPOSAL RESPONSE.**

NOTE REVISIONS:

1. The time and date for the opening of RFP #J98-78 University Bookstore Operation has been extended until AUGUST 10, 1999, at 2:00 pm in Room AT 120, Library, University Park Campus.

ACKNOWLEDGMENT OF RECEIPT

ADDENDUM #2

RFP NO. #J98-78

Company Name Barnes + Noble College Bookstore Inc.

Address 33 East 17 Street, New York

Telephone/Fax 212-539-2222

Signature Jerry McDonald

PURCHASING SERVICES

Division of Business and Finance

University Park Campus • Miami, Florida 33199

telephone (305) 348-2161 • fax (305) 348-3600

www.fiu.edu

Equal Opportunity/Equal Access Employer and Institution • FID #1 FRS #09 955-8771

SUBMIT BIDS TO: Florida International University
Purchasing Services
Library, Room AT 120
University Park Campus
Miami, Florida 33199

Telephone Number: (305) 348-2161
Fax Number: (305) 348-3600

FLORIDA INTERNATIONAL UNIVERSITY
REQUEST FOR PROPOSAL
ACKNOWLEDGEMENT FORM

Page 1 of pages	PROPOSALS WILL BE OPENED and may not be withdrawn within	AUGUST 3, 1999 days after such date and time.	10:00 AM	PROPOSAL NO. J98-78
MAILING DATE: 06/02/99	PURCHASING AGENT JUDITH WEBCH	PROPOSAL TITLE UNIVERSITY BOOKSTORE OPERATIONS		
VENDOR NAME Barnes & Noble College Bookstores, Inc.		REASON FOR NOT SUBMITTING PROPOSAL		
VENDOR MAILING ADDRESS 33 East 17th Street NY, NY 10003		FEDERAL EMPLOYER ID. NO. OR SOCIAL SECURITY NO. #122536110		
CITY-STATE-ZIP	FEDERAL EMPLOYER ID. NO. OR SOCIAL SECURITY NO.			
AREA CODE 212	TELEPHONE NUMBER 539-2222	CERTIFIED OR CASHIER'S CHECK IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF \$		
TOLL-FREE NUMBER				

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same contractual services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer.

Jerry McDonald
AUTHORIZED SIGNATURE (MANUAL)
Jerry McDonald, VP
AUTHORIZED SIGNATURE (TYPED) TITLE

GENERAL CONDITIONS

SEALED PROPOSALS: All proposal sheets and this original acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date and time of the proposal opening and the proposal number. Proposal prices not submitted on attached proposal price sheets when required shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with the conditions are subject to rejection.

1. EXECUTION OF PROPOSAL: Proposal must contain a manual signature of authorized representative in the space provided above. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by proposer must be initialed.

2. NO PROPOSAL SUBMITTED: If not submitting a proposal, respond by returning only this proposal acknowledgement form, and explain the reason in the space provided above. Failure to respond 3 times in succession without justification shall be cause for removal of the proposer's name from the proposal mailing list without further notice.

NOTE: To qualify as a respondent, if not submitting a proposal, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.

3. PROPOSAL OPENING: Shall be public, on the date, location and time specified on the acknowledgement form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered, will not be considered. Offers by telegram or telephone are not acceptable. A proposal may not be altered after opening of the price proposals.

NOTE: Proposal tabulations will be furnished upon written request with an enclosed, self-addressed, stamped envelope and payment of a predetermined fee. Proposal tabulations will not be provided by telephone.

4. PRICES, TERMS AND PAYMENT: Firm prices shall be proposed and include all services rendered to the purchaser.

(a) **TAXES:** The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of services. See tax exemption number on face of purchase order or agreement form. This exemption does not apply to purchases of services in the performance of contracts for the improvement of state-owned real property as defined in Chapter 192, Florida Statutes.

(b) **DISCOUNTS:** Proposers may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. Discount will be computed from the date of satisfactory delivery or completion of contract at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. Proposers are encouraged to reflect cash discounts in the unit prices proposed.

(c) **MISTAKES:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the services involved. Failure to do so will be at proposer's risk.

(d) **INVOICING AND PAYMENT:** Payments under the purchase order or contract shall be made upon submittal of invoice for performance of the services which each payment represents. The final payment shall not be made until after the contract is complete unless the State has agreed otherwise. Invoices for fees or other compensation for services or expenses submitted for contractual services shall be submitted in detail sufficient for a proper preaudit and post audit thereof and invoices for any travel expenses shall be submitted in accordance with the rates at or below those specified in Sections 112.06, and 287.058, Florida Statutes.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to this office for receipt no later than ten (10) days prior to the proposal opening. Inquiries must reference the proposal number and the date of proposal opening. No interpretation shall be considered binding unless provided in writing by the State of Florida in response to request in full compliance with this provision.

6. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all proposers must disclose the name of any State employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches. In accordance with Chapter 287, Florida Statutes, no person or firm receiving a contract that has not been procured pursuant to Section 287.057 (2) or (3) to perform a feasibility study of potential implementation of a subsequent contract, participating in the drafting of an invitation for proposals, request for proposals, or developing a program for future implementation shall be eligible to contract with the agency for any other contracts dealing with that specific subject matter, and proposers must disclose with their proposal any such conflict of interest.

7. **AWARDS:** As the best interest of the State may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

8. **DISPUTES:** Any actual or prospective proposer who disputes the reasonableness, necessity or competitiveness of the terms and conditions of the Request for Proposal, proposal selection or contract award recommendation shall file such protest in accordance with Section 120.53(5), Florida Statutes, and applicable agency rules. Failure to file a protest within the time prescribed in Section 120.53(5), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

9. **GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality of the services offered on this proposal prior to their completion, it shall be the responsibility of the successful proposer to notify the purchaser at once, indicating in his letter the specific regulation which required an alteration. The State reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the State.

10. **DEFAULT:** Failure to perform according to this proposal and/or resulting contract shall be cause for your firm to be found in default in which event any and all reprocurement costs may be charged against your firm. Any violations of these situations may also result in:

(a) Contractor's name being removed from the F.I.U. Purchasing vendor mailing list.

11. **LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and F.I.U. and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.

12. **ADVERTISING:** In submitting a proposal, proposer agrees not to use the results therefrom as a part of any commercial advertising.

13. **ASSIGNMENT:** Any Contract or Purchase Order issued pursuant to this request for proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

14. **LIABILITY:** On any contract resulting from this proposal the proposer shall hold and save F.I.U., its officers, agents and employees harmless against claims by third parties resulting from the contractor's breach of this contract or the contractor's negligence. This requirement does not apply to contracts between governmental agencies.

15. **FACILITIES:** The University reserves the right to inspect the proposer's facilities at any time with prior notice.

16. **CANCELLATION:** The University shall have the right of unilateral cancellation for the refusal by the contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with the contract.

NOTE: ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

PREFACE

To the Members of the Evaluation Committee:

Barnes & Noble is pleased to submit this proposal for continued operation of the Florida International University Bookstores. Florida International University is one of the nation's premier educational institutions and Barnes & Noble is proud of our successful partnership over the past fourteen years.

Barnes & Noble has the programs, the training, the technology, the experience and the vision to continue to transform the Florida International University Bookstores into dynamic academic and retail centers. As you consider and evaluate the merits of a Barnes & Noble's operation, it is essential that the bookstore partner you chose be able to deliver what is promised. Barnes & Noble can and will!

Our proposal focuses on the future, but we would like to review some of our accomplishments over the past years.

Our Partnership

Since being chosen as Florida International University's partner in 1985, Barnes & Noble has successfully transformed your bookstore spaces into user friendly, academic resources for the entire community. To accomplish this, we drew on our substantial resources that serve your community:

- * We brought an experienced manager to oversee the operation. Your general manager, Jim Brogan, has provided stability and experience. He has reached out to every segment within the University community. At the North Miami store, we have outstanding leadership under the watchful eye of Meaghan Connelly. (Enclosed as Exhibit A are some of our collective accomplishments and letters of commendation at Florida International University during the past five years.)
- * Dick Drew manages the resources of our combined text book operation. His 35 years of experience, his mastery of the used book market, and his faculty outreach has contributed to the great success of our stores.
- * Combined volume of the two locations was under \$3.0 million in 1985. Today, the combined volume for this fiscal year will exceed \$12.0 million. In the competitive atmosphere, this volume increase is well above industry norms and over competitors norms.
- * Used book sales for this fiscal year will exceed \$2,500,000.
- * In 1993 we remodeled the North Miami campus store.
- * Barnes & Noble partnered with the University to design and develop the new store in the Graham Center.

- * Barnes & Noble invested over \$300,000 this past year to install our Total System, an IBM AS 400 computer, complete Point of Sale registers, BookMaster Software with access to 8.0 million active and out of print titles and Intrepid Software to control all non-book transactions. Only Barnes & Noble has these types of sophisticated systems.
- * President Maidique asked for more general, academic, and scholarly books. Barnes & Noble responded by introducing a complete selection of books in Spanish, expanding the department to 20,000 titles and adding BookMaster and a vast array of bargain books with discounts up to 80%. In the proposed new store, title count will grow to 50,000.
- * Barnes & Noble's Participation on campus:
 - Implementation of "Golden Panther" card
 - Faculty Senate Advisory Committee
 - Freshman Orientation (See Exhibit B - Orientation Brochure)
 - Alumni Office

Florida International University and Barnes & Noble developed a vision to create a great University store. Barnes & Noble was asked to bring your bookstores to a higher level of customer service and raise the standards. With the collective efforts of Jim Brogan, Meaghan Connelly, Alex Zyne, Paul Gallagher, Felicia Townsend and President Maidique, we succeeded in this challenge, but the task is not yet complete.

As partners since 1985, Barnes & Noble continues to be committed to the mission of Florida International University. We join with the entire Florida International University community to accomplish its goals. Fostering an appreciation of your cultural, social and academic diversity has been a high priority for Barnes & Noble over the past fifteen years and will continue to be. Striving for excellence in meeting the University's higher educational needs is a continuing process of our operation.

Defining the Barnes & Noble Difference - moving forward!

The college market is quickly evolving into a technologically challenging environment. We are no longer delivering just textbooks, but all forms of media. In this industry, there is not one source, institutionally operated or privately owned, that can offer and deliver the services Barnes & Noble can.

What makes the difference? Here are just some of the elements and systems we have incorporated into our operating business plan that distinguishes Barnes & Noble as the foremost partner to the 400 college and university campuses we serve:

The Total Store System . . .

Barnes & Noble has installed the only point of sale system available that operates from accounts receivable, to integrating Florida International University Bookstores, to Y2K compliance, to tracking textbooks and media. Our BookMaster trade book interface links with an eight-million title database. It's not a textbook scanning device . . . *it's a Total System.* This system was installed this past year.

Florida International University Bookstore Web Site . . .

Only Barnes & Noble can offer a full-scale Florida International University Bookstore Home Page. This multi-use site which is linked directly to your University Home Page is currently being revised and updated.

Its features include:

- faculty text adoptions
- on-line text reservations
- link to barnesandnoble.com
(academic bookstore emporium)
- faculty & student feedback
- on-line textbook ordering
- faculty author's section
- link to textbooks.com
- merchandise catalog on-line

Internet Sales and Erosion of the Market Concerns... The competition is stiff. Companies such as Amazon.com, VarsityBooks.com, and BookSwap.com are soliciting our core business. Barnes & Noble's strategy competes head-on with these companies. On-line text orders, barnesandnoble.com and the recently released textbooks.com are programs designed to keep these sales *on campus and commissionable.*

Superior Management, Staffing, Regional & Local Support . . .

- Our experienced General Manager, Jim Brogan, Dick Drew and Meaghan Connolly oversee all Bookstore Operations.
- Barnes & Noble Regional Office located in Orlando, Florida.
- We offer local support from the bookstores we operate at Florida Atlantic University, University of North Florida, University of Central Florida, Florida A & M University, Florida Southern, University of Tampa, Brevard Community College, and Florida Tech.

Renovation Expertise . . .

Our in-house Design and Architectural Team has designed and built bookstores for 10 of the 25 top universities as reported by "US News and World Report-1999." We strongly encourage you to visit our other campus bookstores during this process to see firsthand what we have accomplished at other top academic institutions.

In the renovation section of this proposal, Barnes & Noble is offering a very bold and innovative approach for the University store. Included is a 50,000-title general book department, a literary and cyber café complete with a large screen television and ports to plug in laptops. Greg Candee, our Director of Design, presents an entire new concept to this addition and renovation of the Graham Campus Store. We hope that the Evaluation Committee will support this approach.

Financial Commitment . . .

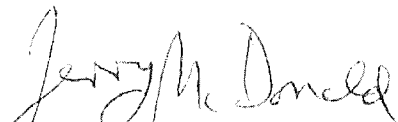
- An attractive financial return to the University.
- A significant renovation investment.
- An annual donation of \$10,000 to the Florida International University General Scholarship Fund.
- A significant bookstore advertising budget.
- Our state-of-the-art Total Store / P.O.S. System.

We would be honored to be chosen once again as Florida International University's "Bookstore Partner." The energy and resources of Barnes & Noble College Bookstores and Barnes & Noble, Inc. will be at your disposal. As I hope you have discovered in the last fifteen years, our programs work; our commitment to personnel and training is unrivalled; and, our "*Of Course We Can*" philosophy and passion for the business will ensure that we can continue to be an integral part of the fabric of Florida International University.

Barnes & Noble is pleased to submit the following proposal for the continued operation of Florida International University Bookstores.

Thank you for your consideration.

Yours truly,



Jerry McDonald
Vice President
Barnes & Noble College Bookstores

*Barnes & Noble College Bookstores, Inc.
Mission Statement*

The Mission of Barnes & Noble College Bookstores, Inc. has six key elements:

- To create excellent campus bookstores, custom designed and operated to contribute to education and to support the goals of the colleges and universities we serve.*
- To become an integral part of the schools we serve by developing positive relationships with students, faculty, and administration.*
- To excel and continue to innovate in customer service, store design, merchandise selection, and store operations.*
- To conduct our business in accordance with high ethical standards.*
- To train our employees, providing opportunities for their professional advancement and personal growth.*
- To continue to expand our company, in order to provide increased benefits to the colleges and universities we serve as well as to our customers, employees, and shareholders.*

Qualifications & Experience

For references, we offer the following list of campuses we serve.

<u>College/University</u>	<u>B&N Began Operations</u>	<u>Approximate Volume</u>
Cleveland State University	1974	\$5,000,000
University of Rochester (3 sites)	1976	\$5,200,000
Johns Hopkins University	1981	\$4,500,000
SUNY at Albany	1981	\$6,200,000
Tufts University (2 sites)	1982	\$4,500,000
University of Akron	1983	\$7,200,000
Wayne State University	1984	\$6,700,000
University of Michigan (2 sites)	1984	\$5,300,000
SUNY at Binghamton	1984	\$4,100,000
Northwestern University - Chicago	1985	\$2,300,000
University of Nevada at Las Vegas	1985	\$4,400,000
Old Dominion University	1986	\$4,400,000
Northeastern University (2 sites)	1986	\$8,900,000
Saint Louis University	1986	\$2,900,000
Northwestern University - Evanston	1986	\$4,000,000
California State University at Los Angeles	1986	\$5,400,000
Temple University (5 sites)	1987	\$9,200,000
University of Houston (3 sites)	1987	\$10,600,000
Indiana State University	1988	\$4,100,000
Southern Methodist University (2 sites)	1988	\$3,400,000

Eastern Michigan University	1989	\$2,400,000
Tulane University (2 sites)	1990	\$7,300,000
University of Toledo (2 sites)	1990	\$7,000,000
Texas A&M University	1990	\$11,800,000
West Virginia University (6 sites)	1991	\$7,000,000
Wright State University	1991	\$4,200,000
University of Memphis	1992	\$5,100,000
University of Massachusetts Lowell (2 sites)	1992	\$4,200,000
Penn State University (Main Campus)	1993	\$12,500,000
The College of William & Mary	1994	\$6,000,000
Boston University	1994	\$22,000,000
Clemson University	1995	\$5,500,000
University of Chicago	1995	\$7,100,000
Harvard University (4 sites)	1995	\$38,000,000
Massachusetts Institute of Technology (2 sites)	1995	\$12,000,000
University of Pennsylvania	1996	\$12,000,000
University of Mississippi	1996	\$6,000,000
Yale University	1996	\$12,000,000
Case Western Reserve University	1999	\$7,000,000
George Mason University	1999	\$11,000,000

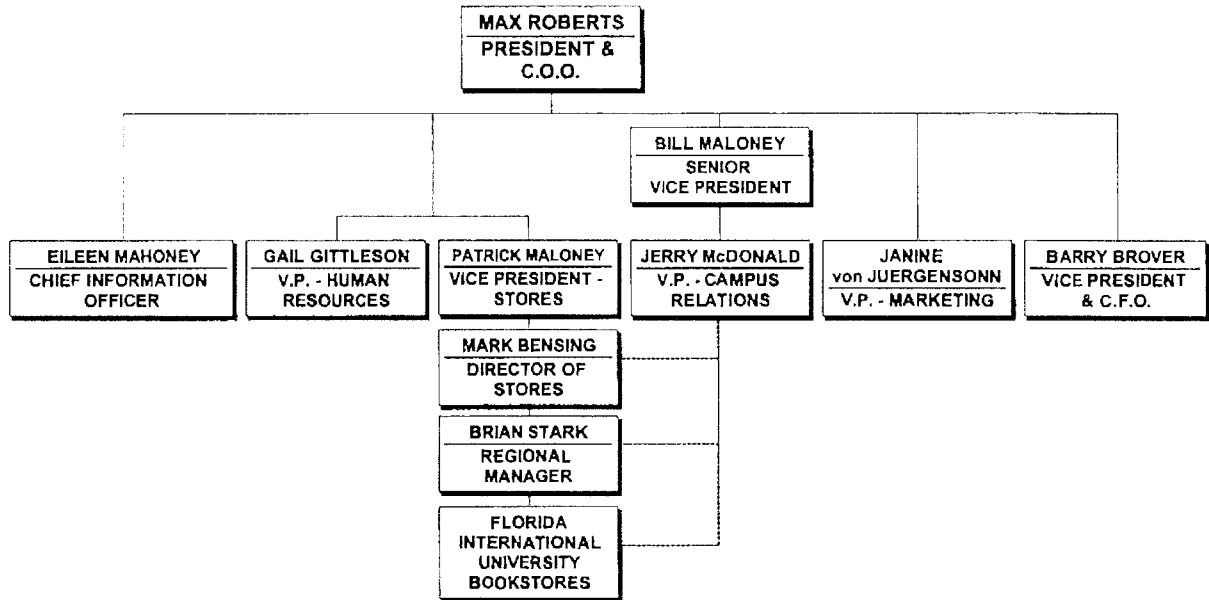
Attached as Exhibit C is a complete listing of all our schools. Please feel free to contact any of the administrators listed for references.

Organization Charts and Resource Map

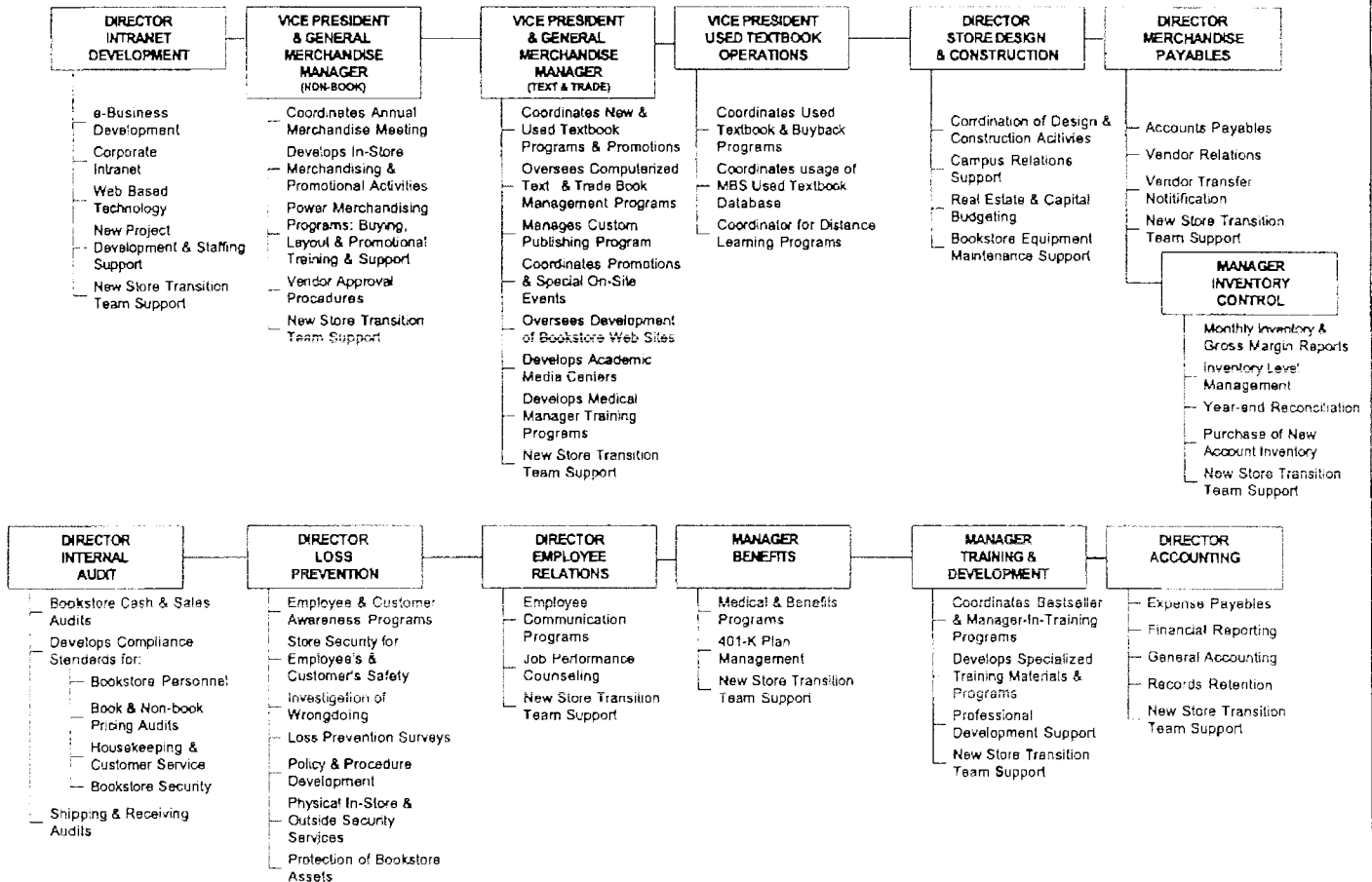
The following pages contain the proposed Barnes & Noble organization charts for the management and operation of the Florida International University Bookstores.

A Resource Map of other Barnes & Noble schools and regional offices also follows.

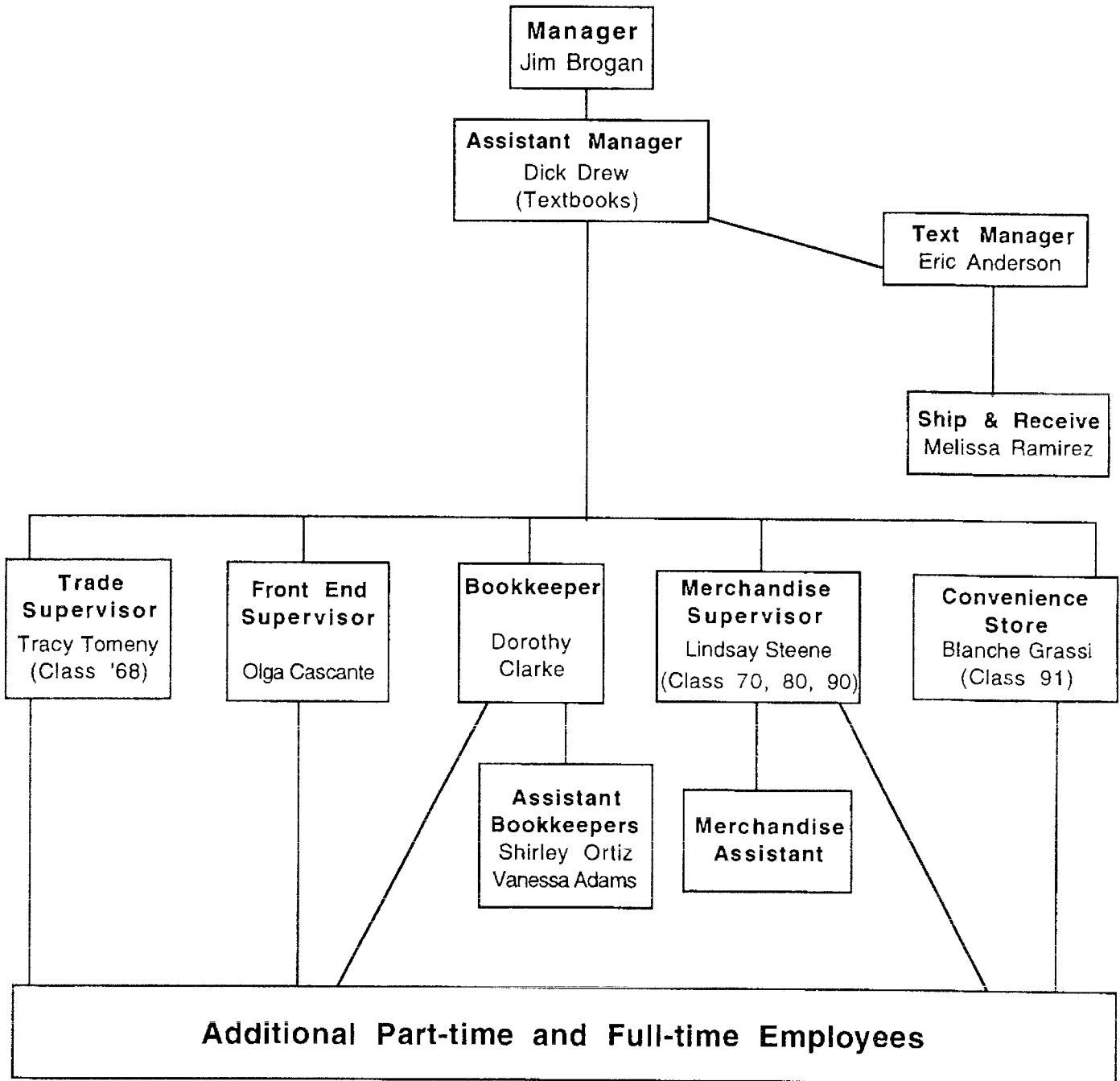
BARNES & NOBLE COLLEGE BOOKSTORES ORGANIZATION CHART



SUPPORT SERVICES



**Florida International
University
South Campus
Organization Chart**
Barnes & Noble #785



James Brogan
General Manager, FIU Bookstore
University Park, GC 170
11000 SW 8th Street
Miami, FL 33174

Experience

- 1996-1999 Florida International University
General Manager
- 1994-Present Long Island University C.W. Post
Manager
- 1996-Present Cold Spring Harbor Laboratory
- 1991-1994 State University of New York
Manager
- 1988-1991 Stony Brook University
Assistant General Manager
- 1988-1991 Long Island University, C.W. Post
Assistant Store Manager
Textbook Manager

Accomplishments

Commencement Committee Member – 3 years.

Graham Center Art Gallery Committee Member – 3 years.

Attended and Sponsored the University Support Service Annual Picnic – 3 years.

Convocation Regalia Coordinator- Received special invitation and recognition at the Convocation Dinner. Guest of Honor Chancellor Adam Herbert. Attended by FIU Faculty Senators, President Maidique, and the University's Vice President.

Black Employee Association Annual Holiday Party for the children – Corporate Sponsor and participant in the event's show – 2 years.

Guest Speaker in Dr. Friday's Introduction to Management course.

Guest Speaker at FIU's Entrepreneurial Seminar, November 1998.

United Way Sponsor and contributing partner – 3 years.

)
Coordinated donation site for Hurricane George and other relief efforts in cooperation with the Volunteer Action Center.

)
Corporate Sponsor for the Martin Luther King events – donations include 3 Book Scholarships – 3 years.

Created the FIU Community Annual Turkey Raffle sponsoring 5 turkeys for the FIU Community and 3 for the FIU Bookstore employees – 3 years.

)
Coordinated Holiday Food Drive.

Coordinated the conversion to the new University Athletics Logo with the Alumni Relations Director.

)
Implemented the new BookMaster Inventory Management System, the leading system in the business, October 1998.

Implemented Point-Of-Sale registers, June 1998.

)
Implemented Intrepid Merchandise Management System, June 1999.

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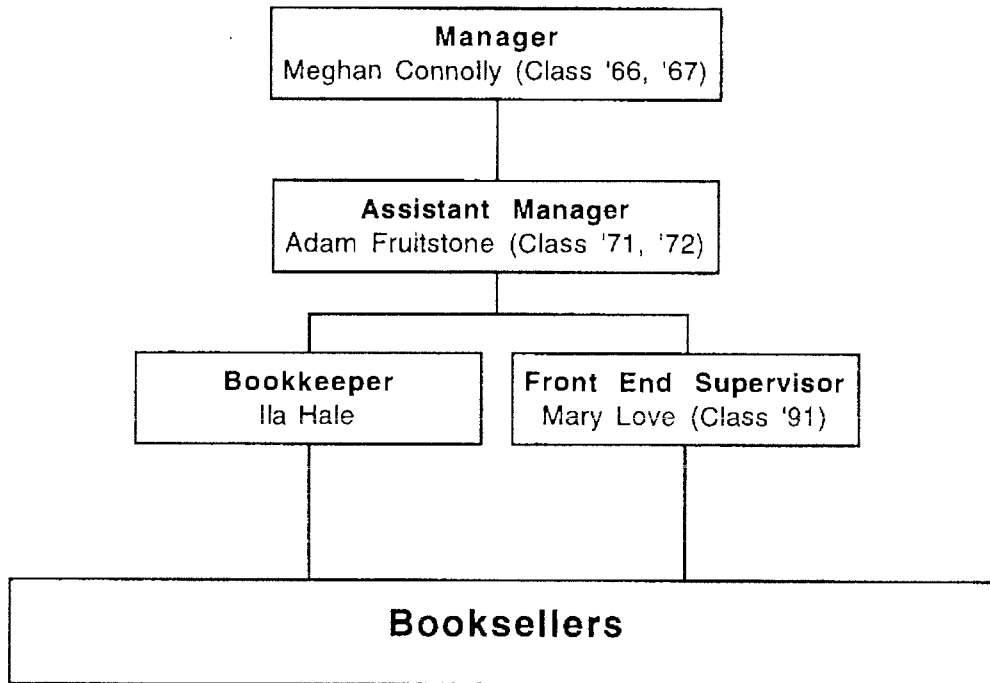
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**Florida International
University
North Campus**

Organizational Chart

Barnes & Noble #784



Meaghan Connelly
2006 SW 96 Avenue
Miramar, FL 33025

Objective

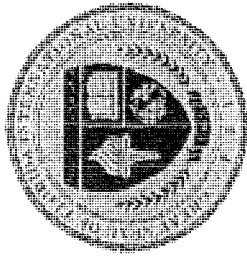
To obtain a retail management position with upward mobility.

Work History

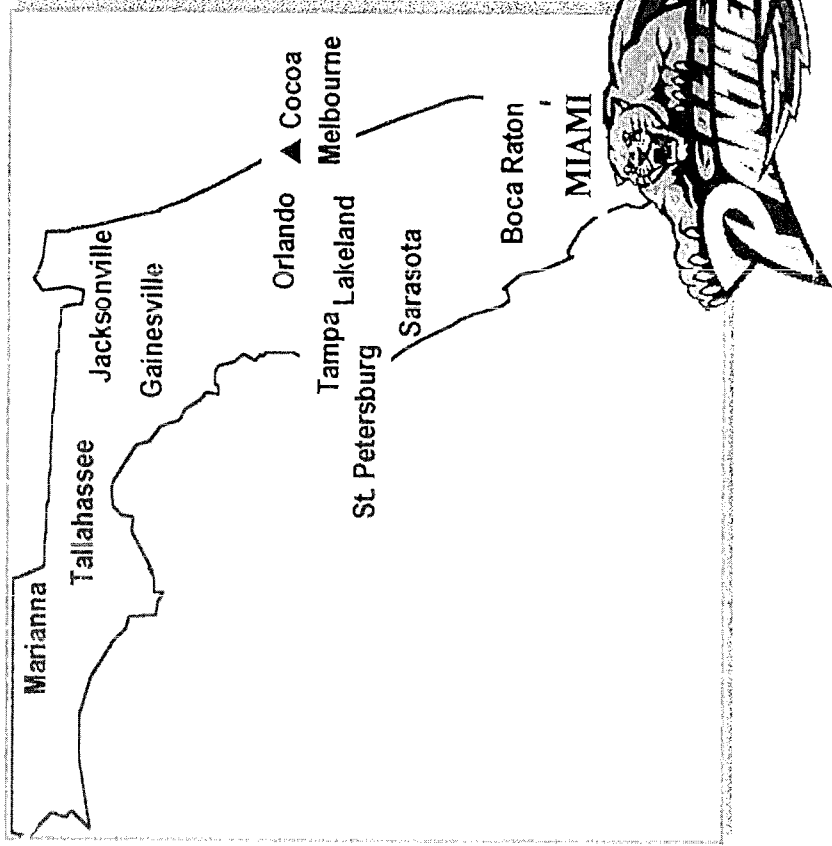
- 1997- Present Manager, Barnes & Noble College Bookstores
Store Manager for \$2.2 million store at Florida International University. Supervised minimum staff of twelve employees, responsible for daily operational duties, dealt with the campus staff on day to day basis, obtained course book request forms, increased sales from 4/98-4/99 by \$40,000, increased other income by \$3000 through 5/99, interacted with customers to make their shopping hassle free.
- 1997-1993 Textbook Manager, Follett College Stores
Responsible for a textbook department of \$1.6 million at Barry University, handled the complete textbook cycle from receiving COBIRS to returning any remaining books, increased used ratio by 15% over the 96-97 year, reduced downs to 19% by May 1997.
- 1992-1991 Bookkeeper, Follett College Stores
Prepared and transmitted daily cash report, handled all of the A/R, prepared all invoices for payment, and prepared EOM statements.

Education

Bachelor of Science,
Barry University, Miami Shores, FL



FLORIDA INTERNATIONAL UNIVERSITY



BARNES & NOBLE LOCAL RESOURCES

FLORIDA

- ◆ REGIONAL OFFICE: COCOA
- ◆ Brevard Community College, Cocoa - 2 campuses
- ◆ Chipola Junior College, Marianna
- ◆ Eckerd College, St. Petersburg
- ◆ Florida A&M University, Tallahassee
- ◆ Florida Atlantic University, Boca Raton - 3 campuses
- ◆ Florida Institute of Technology, Melbourne
- ◆ Florida Southern College, Lakeland
- ◆ New College of the University of South Florida, Sarasota
- ◆ Santa Fe Community College, Gainesville
- ◆ University of Central Florida, Orlando
- ◆ University of North Florida, Jacksonville
- ◆ University of Tampa, Tampa

ALABAMA

- ◆ Gadsden State Community College, Gadsden
- ◆ University of North Alabama, Florence

GEORGIA

- ◆ REGIONAL OFFICE: Griffin
- ◆ Mercer University, Macon
- ◆ Southern Polytechnic State University, Marietta

Management & Staffing

The following are brief biographical descriptions of the Barnes & Noble personnel who will have direct management and support responsibilities for the operation of the Florida International University Bookstore.

Max Roberts, President & Chief Operating Officer

Max Roberts joined Barnes & Noble College Bookstores in the Spring of 1996, after having served as the Executive Vice President and Chief Financial Officer of Petrie Retail, Inc. His recent career has included a number of senior executive positions at R.H. Macy & Company, Inc., May Department Stores, Inc. and McRaes, Inc. He is a CPA with experience in public accounting at the firm of Deloitte & Touche.

Bill Maloney, Senior Vice President

Since 1971, Bill has held positions at virtually every level of college store management. These include management positions at C.W. Post College and Columbia University. Subsequently, he was appointed Regional Manager, Operations Director for all campus stores and Senior Vice President in 1986. Bill's responsibilities include the supervision of campus relations at selected schools where he meets regularly with the administration and any student/faculty committee on matters relating to the operation of their bookstores.

Jerry McDonald, Vice President-Campus Relations

Jerry has served at every level of management in the college marketplace. Before joining Barnes & Noble in 1986, he held positions as Director of Administrative Services, Director of Auxiliary Services, and Bookstore Director for Boston College. As Barnes & Noble's Operations Vice President for the Southeast Region, he was responsible for overseeing the operations for 45 bookstores with an operating budget of over \$65 million. Presently as the Vice President for Campus Relations, Jerry is responsible for all activities related to the contract management process.

Store Operations

Patrick Maloney, Vice President- Stores

Patrick Maloney began his career with Barnes & Noble as Assistant Manager of the SUNY Stony Brook University Bookstore and quickly advanced to Manager of the C.W. Post College Bookstore and on to Regional Manager for all stores in the New York area. Subsequently, Patrick was promoted to Vice President with operational responsibility for all stores in the Midwest. In 1987 he also assumed overall responsibility for all stores in our rapidly expanding Southwestern and Western Regions, and select stores in our Eastern Region. Patrick holds a B.S. degree in Marketing from C.W. Post College.

Mark Bensing, Director of Stores

Mark first worked for Barnes & Noble as a student employee at the Missouri Western State College Bookstore. Even before he graduated with a B.B.A. in 1987, Mark was selected for our Manager-In-Training Program at the bookstore there. After completing the program, he became Manager of our Columbia College Bookstore before heading south, where he managed our new store at Texas A&M University at Kingsville for two years. In January 1989, Mark was appointed General Manager of the Austin Community College operation, a \$3.5 million/six-location group of campus bookstores in Austin, Texas. In July 1989, he became a Regional Manager based at Northwestern University. Mark was appointed Director of Stores in 1997.

Brian Stark, Regional Manager

After graduating from Troy State University in 1985, Brian quickly moved up the management ladder at Leon, a clothing manufacturing company, where he ultimately became a director and part owner. From 1989 to 1992, he served as District Manager for the Paul Harris Company based in New Orleans. In 1992, Brian became District Manager for Casual Corner Stores where he supervised 20 retail store operations in Florida and also managed corporate training and recruitment programs. Brian, who lives in Orlando, Florida, joined Barnes & Noble in 1996.

Renovations

Greg Candee, Director of Design & Construction

Greg joined Barnes & Noble in 1990 after working with the company as a design and construction consultant for three years. Greg began his career at the Architect Collaborative in Cambridge, Massachusetts where he worked as an architectural intern while completing his education at the Boston Architectural Center. He has extensive design and construction experience working on a variety of large and small scale projects. Greg has managed projects for several years at the University of Massachusetts/Amherst, the University of Hartford, Trinity College, the U.S. Postal Service, and the U.S. Navy.

Scholarly Books, Textbooks, Used books, E-Commerce

Jade Roth, Vice President, General Merchandise Manager

Jade began working at Barnes & Noble in 1980 when she was a freshman at Bennington College. Upon graduation, she worked as the Trade Department Manager at our Main Store in New York City and later as Assistant Manager at our Pace University Bookstore and as Regional Trade Book Merchandiser at Northwestern University. Jade, who has a degree in German Literature and Theater, has held several positions in the home office, beginning as the Trade Book Coordinator responsible for compiling and researching bibliographies for all academic disciplines and for coordinating author appearances and literary events for our schools. In her current role, Jade is responsible for publisher relations, author events and academic advertising and promotions, World Wide Web sites, developing textbook and trade book policies and procedures, and overseeing our Custom Publishing Program. Jade also works closely with faculty advisors and industry experts to keep abreast of scholarly and technology trends.

Ben Dixon, Vice President- Used Textbook Operations

In eight years, beginning in 1973, Ben progressed from Bookstore Manager to Director of Auxiliary Services at Georgia Southern University. He then went on to top management positions with a competitive contract management company before joining Barnes & Noble as Midwest Regional Director in 1986. Ben was appointed Vice President, Stores in 1987 and Vice President, Textbook Operations in 1997. He holds a B.B.A. degree from the University of Georgia.

Jeffrey Aristy, Custom Publishing Supervisor

After graduating from Brooklyn College with a B.A. in English Literature in 1996, Jeff joined Barnes & Noble as Custom Publishing Supervisor. He began his career at United Parcel Service in 1992 where he was an Operations Manager overseeing every facet of production. Jeff now oversees a staff of six who obtain copyright approvals on course pack components and ensure timely production and distribution of course packs for all our campus stores.

Non-Book Merchandise

Joel Friedman, Vice President, General Merchandising and Stores

Joel brings to Barnes & Noble an extensive background in retail merchandising and store management. Most recently, he was the Executive Vice President of Merchandising for Capital Mercury. He previously worked for Federated Department Stores for nineteen years, where he held senior management positions in both merchandising and store operations for Jordan Marsh and Filene's. He holds a B.B.A. in Personnel Management from Hofstra University. As Vice President, General Merchandising and Stores, Joel is responsible for the Home Office Merchandising department, the development and implementation of merchandising strategy for the company, the supervision of two operational regions, and Corporate Operations and training.

Human Resources

Gail Gittleson, Vice President- Human Resources

Gail, who joined Barnes & Noble in August 1988, is responsible for the administration and long-term development of all personnel, payroll benefits and training functions in the College Division. Formerly, Gail was Group Director- Human Resources for the General Mills Specialty Retailing Group, which included the retail and catalog divisions of Talbots and Eddie Bauer. Before that, her experience included responsibilities in Human Resources and compensation for Macy's and I. Magnin. Gail is a graduate of Endicott Junior College, The University of Denver where she received a BSBA in Marketing, and Golden Gate University in San Francisco where she earned an MBA in Human Resources.

Sidnie Wilder, Director, Employee Relations

Prior to joining Barnes & Noble, Sidnie was an attorney for Parker, Chapin, Flattau & Klimpl. Sidnie also worked for the Hoechst Celanese Corporation in various human resources positions. At Barnes & Noble, Sidnie is responsible for equal employment opportunity matters, employee relations policy development and other employment related projects. She holds a J.D. from Fordham University School of Law and a B.S. in Industrial and Labor Relations from Cornell University.

Cynthia Rodriguez, Director of Benefits

Cynthia held the position of Vice President of Human Resources at NatWest Bancorp in New York before joining Barnes & Noble. She has extensive experience in employee benefits, human resources strategy and planning, and information systems. Cynthia joined Barnes & Noble in 1996 and is responsible for the design, communication and administration of our employee benefit programs. Cynthia holds a Bachelor of Science degree in Economics from the Wharton School of the University of Pennsylvania and is a member of the International Society of Employee Benefit Specialists.

Accounting & Finance

Barry Brover, Vice President & Chief Financial Officer

Barry joined Barnes & Noble in 1986 after working for four years at the international accounting firm of Peat, Marwick, Main and Company, where he was responsible for supervising audits of some of the nation's largest retail and service firms. Barry, who holds a B.B.A. from Hofstra University, oversees all of our general accounting functions including cash management, preparation of income tax statements and financial reporting. He is a Certified Public Accountant and a member of the New York State Society of Certified Public Accountants. Barry assumed his present position in 1996.

Ron Tyroler, Director-Accounting

After graduating from Indiana University with a B.A. in Accounting in 1981, Ron became a C.P.A. and began his career with the public accounting firm of Main Hurdman. Subsequently, he worked for Sara Lee Corporation and Coach Leatherware in a variety of financial and accounting management positions. Ron, who joined Barnes & Noble in 1992, is responsible for the general accounting, sales, expense payable and financial reporting departments.

Bob Kostic, Director-Internal Audit

After graduating from Montclair State College with a B.S. in Accounting, Bob worked in inventory and accounting positions for Airwick Industries and Dannon Yogurt, two of the largest household and consumer products companies in the United States. He then became Inventory Reconciliation Manager at Meldisco Corporation, the largest footwear retailer in the nation, with more than 2,000 locations in Kmart stores. Bob joined Barnes & Noble in August 1987.

Lisa Gallo, Director, Merchandise Accounting

Lisa received her B.S. in Accounting from the University of Notre Dame in 1984, and worked at Stern's Department Stores as Assistant Director of Inventory Control before joining Barnes & Noble's College Division in 1988 as Inventory Control Manager. She was appointed Director, Merchandise Accounting in 1996 with responsibility for merchandise payables and inventory control.

Information Systems

Eileen Mahoney, Vice President & Chief Information Officer

Prior to joining Barnes & Noble in 1996, Eileen worked for Petrie Retail, Inc. first as Vice President of Applications Development and then as Chief Information Officer. Earlier, she worked for Macy's East where she ended her tenure as Vice President of Information Systems and End User Computing. Eileen holds a B.B.A. in Management Information Systems from Pace University.

General Administration

Stan Frank, Marketing Director

Stan joined Barnes & Noble in 1988 as Marketing Manager with an extensive background in marketing and advertising for two major retail companies and a management consulting firm. Promoted to Marketing Director in 1998, Stan works closely with our v.p.'s and directors in developing proposals that meet the needs and objectives of prospective client schools and maintains company archives and information. He also oversees our participation in more than 20 national and regional conferences, and assists in developing marketing presentation materials for those conferences and for our marketing team throughout the year. Stan is contributing editor for our company newsletter, *The Scribe*. He holds a B.A. in English from Syracuse University and an M.B.A. in Marketing from Columbia University.

Stephen Welk, Director of Loss Prevention

After graduating with a B.A. from the University of California at Berkeley, Steve worked for six years as a loss prevention and management development consultant to retailers, wholesalers, and manufacturers. He then became the Director of Loss Prevention for Laura Ashley, a specialty retailer of women's apparel, and then Director of Asset Control for Linens 'n Things, a home textile specialty retailer. Steve joined Barnes & Noble in 1993. He is an active member of the American Society for Industrial Security, the Retail Loss Prevention Association, and the International Association of Credit Card Investigators.

Rob Reiser, Director of Intranet and eBusiness Development

Prior to joining Barnes & Noble in 1990, Rob worked for Stern's Department Stores as the Distribution Center, Inventory and Quality Control Manager. At Barnes & Noble, Rob has held the positions of Supervisor of Inventory Control, PC Coordinator, and Manager of Computer Operations. In 1998, Rob was promoted to Director of Intranet and eBusiness Development. He is responsible for Lotus Notes e-mail, corporate intranet, Web based technology and developing applications to streamline the information flow for better store management. Rob holds a B.A. in economics from Rutgers University.

Renovations

A vision to develop a world class University bookstore has always been at the forefront of the Barnes & Noble/Florida International University relationship. When the Graham Center was expanded, we jointly took the first step. Today, we have the opportunity to take another giant step.

Many expansion scenarios have surfaced and been discussed over the last 3 to 5 years. Greg Candee has visited and revisited the current site many times. The following narrative combines our collective vision for this facility and embraces all of the necessary elements to deliver a one of a kind-premier University store for Florida International University.

The major breakthrough in this design and layout started when we determined that the mechanical room and kitchen in the existing store had to move. Once these were relocated, it opened the store to creative design. Just what did it accomplish?

- Additional exterior entrance facing the
 - parking garage
 - covered walkways
 - bus turnaround

With this extra entrance, customers will be able to access the store from either end of the Graham Center.

- Interior Graham Center Entrance
 - The existing doors are eliminated
 - A mall entrance now developed with a power aisle to new exterior entrance
 - Also leads the customer to a mezzanine that houses the café.
- 50,000 Titles - Scholarly & Academic
 - From the interior entrance, our customers will see and feel "academia"
 - Bookmaster with 1 to 2.5 million titles in stock in our distribution centers and up to 8 million titles in an extended database
 - Increased seating and student study tables
- Convenience Store & Marketplace
 - Totally redesigned and contiguous to the Main Store
 - Complete selection of food, snacks, candy, and beverages.
- Literary Café- Miami style outdoor veranda
 - Full service café
 - Cyber café to plug into internet
 - Outdoor veranda with seating that overlooks main walkway to campus
 - Giant big screen T.V. and lounge.
 - Mezzanine area that overlooks the main store with plenty of seating and study areas.
 - A World News and Periodicals section for 1500 titles. Magazines, periodicals, and domestic and foreign newspapers.

The Basics

- Golden Panther Spirit Shop
- Computer Software
- Expanded Textbooks area
- Expanded supply area
- Dorm Shop

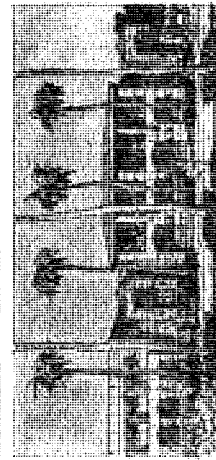
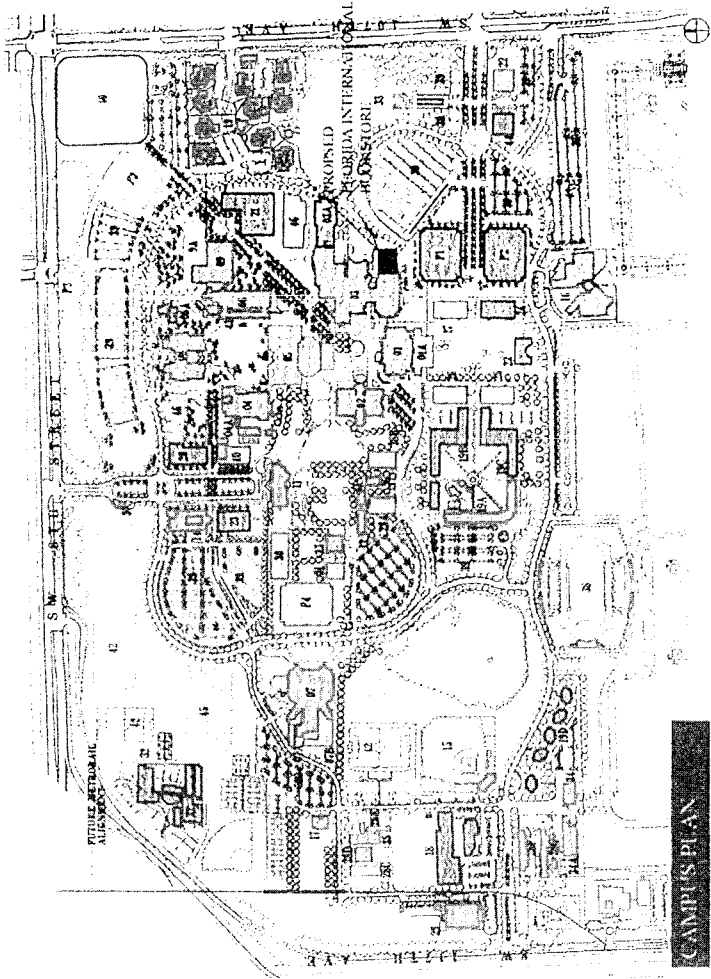
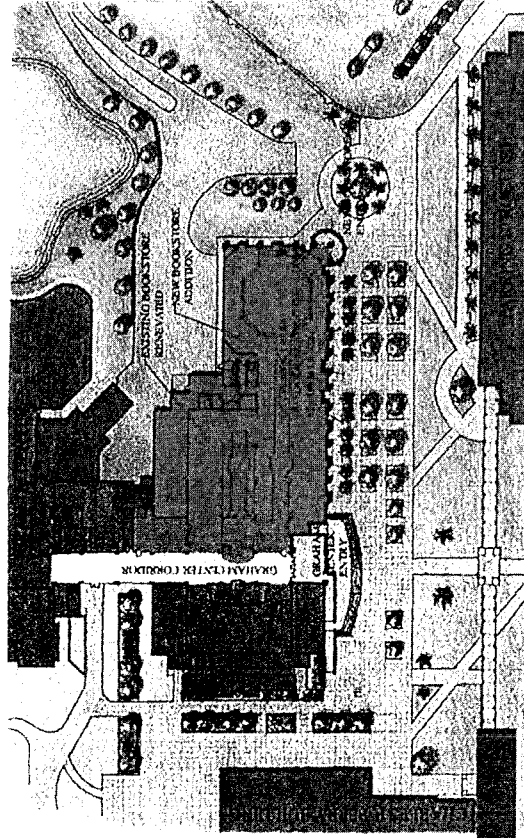
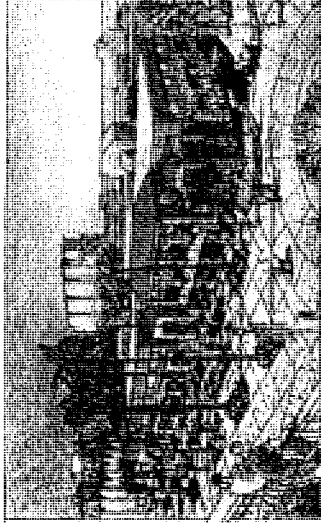
A full set of color boards and renderings are included as Exhibit D. As with any proposed design, our concepts provided herein are subject to the approval of the University and the Board of Regents for the State of Florida. The following pages are copies of the full sized color boards and renderings.

After our careful study of the mission of the University, and our understanding of the particular goals we strive to achieve, this design will transform the Graham Center Bookstore to one of the finest academic bookstores in the country.

Barnes & Noble is prepared to discuss this vision at your convenience and we are ready to move forward with construction immediately.

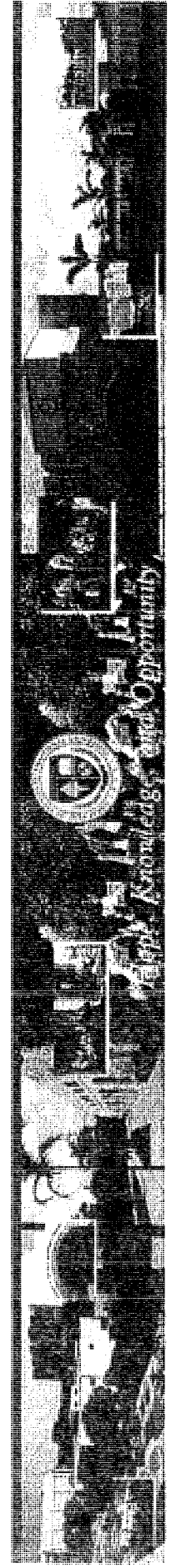
The total estimated cost of this project is \$4,270,000. Specific financial information is contained in the Financial Considerations portion of this proposal. (Also see Budget Summary on the following pages.)

Florida International University Bookstore

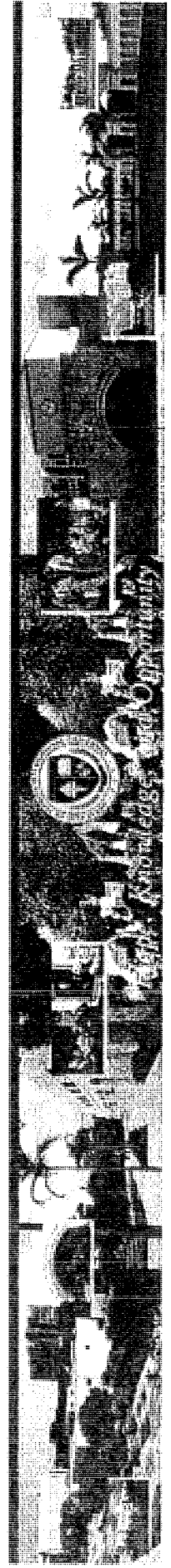
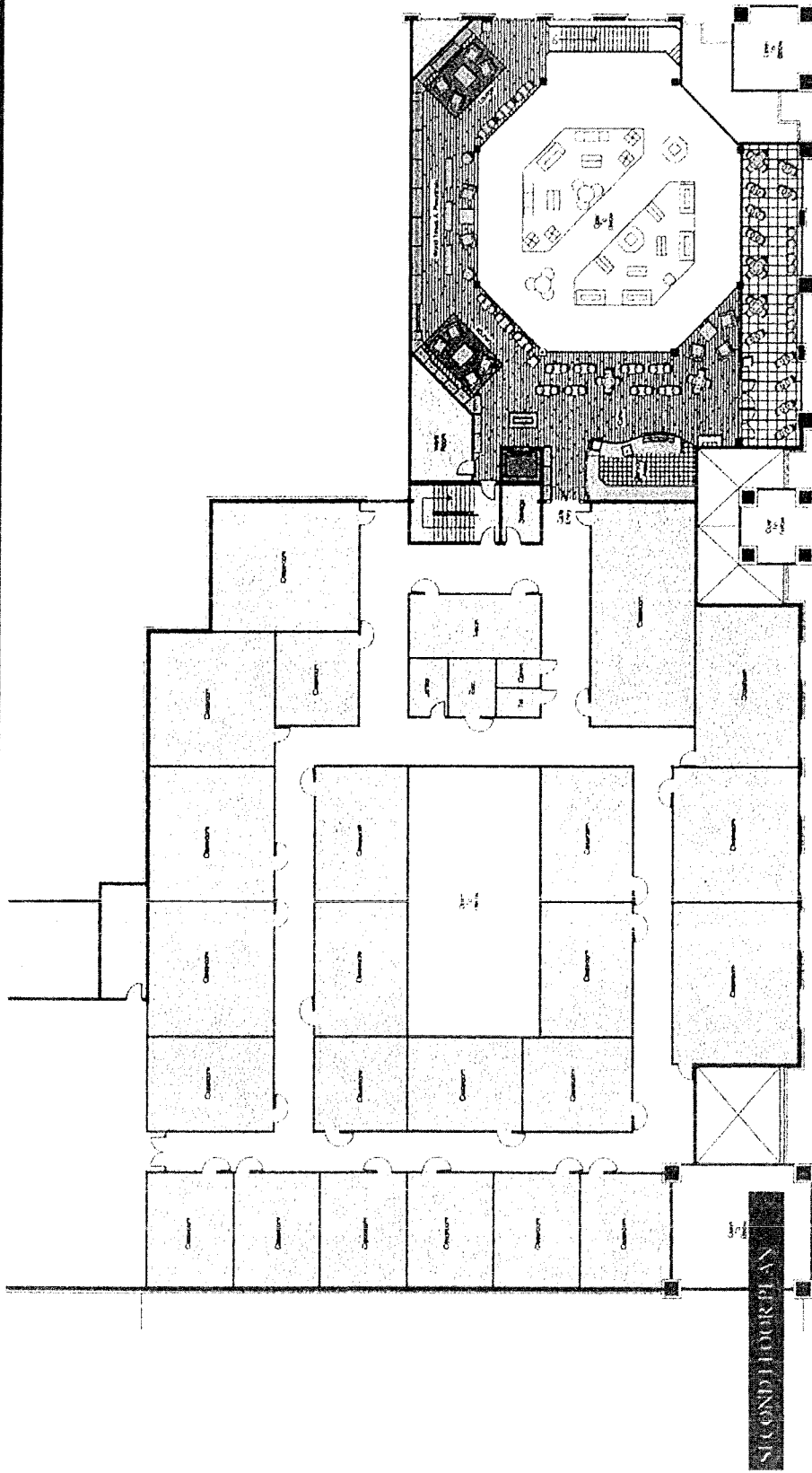


SITE PLAN

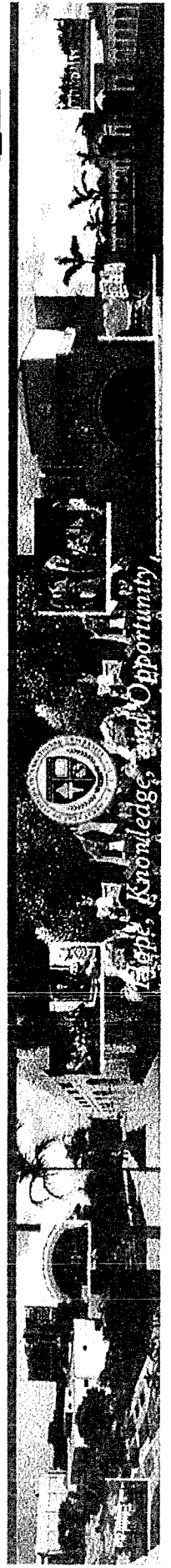
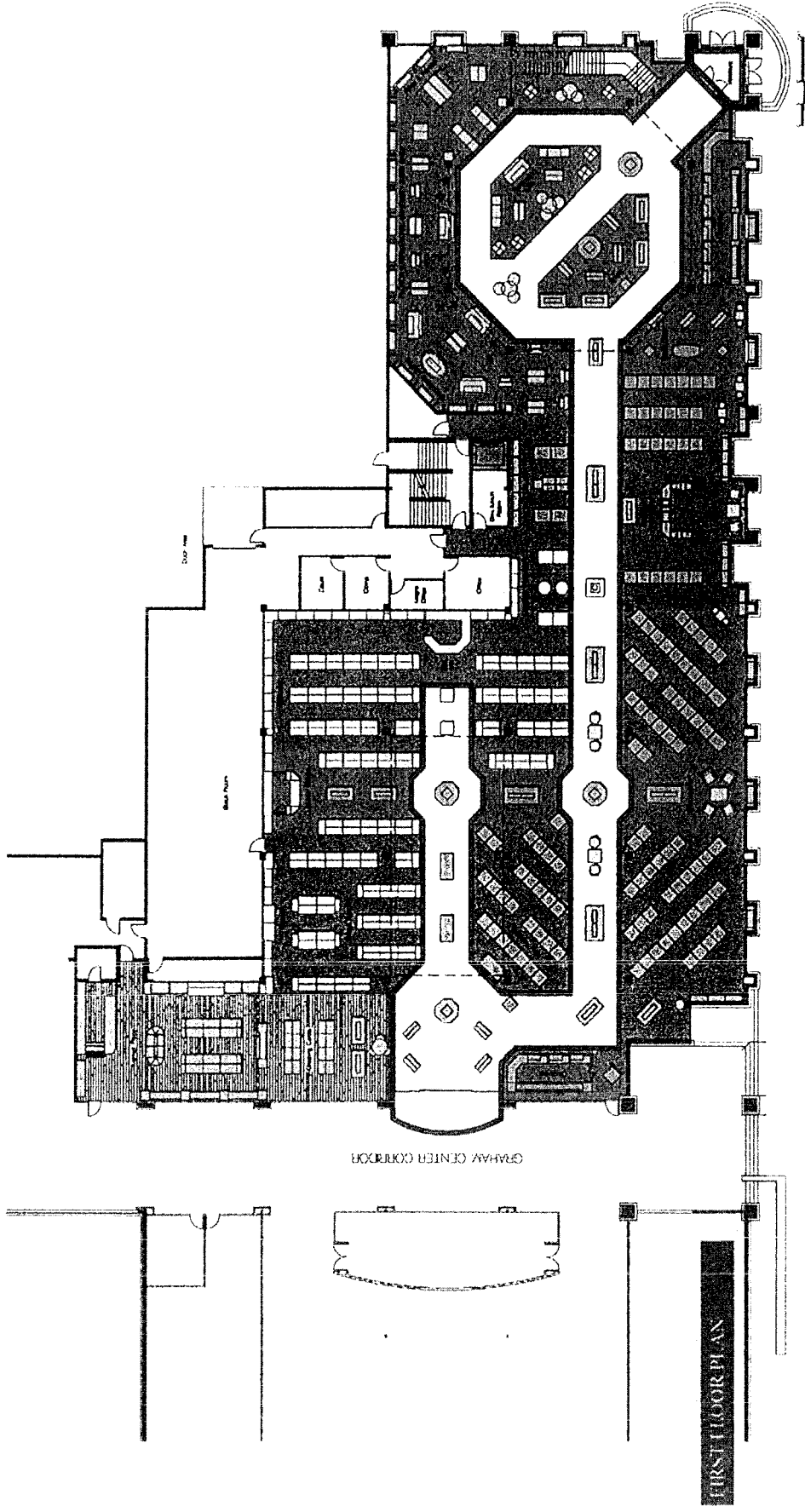
CAMPUS PLAN



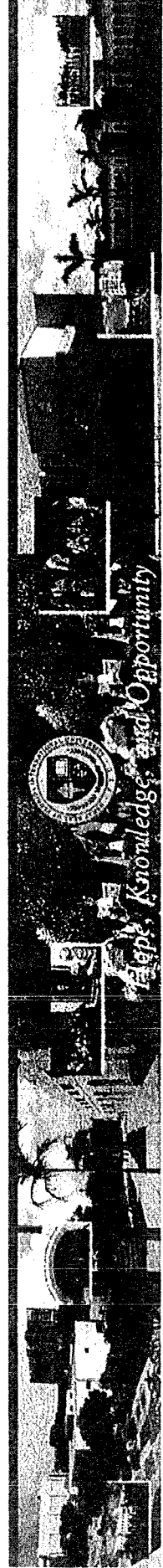
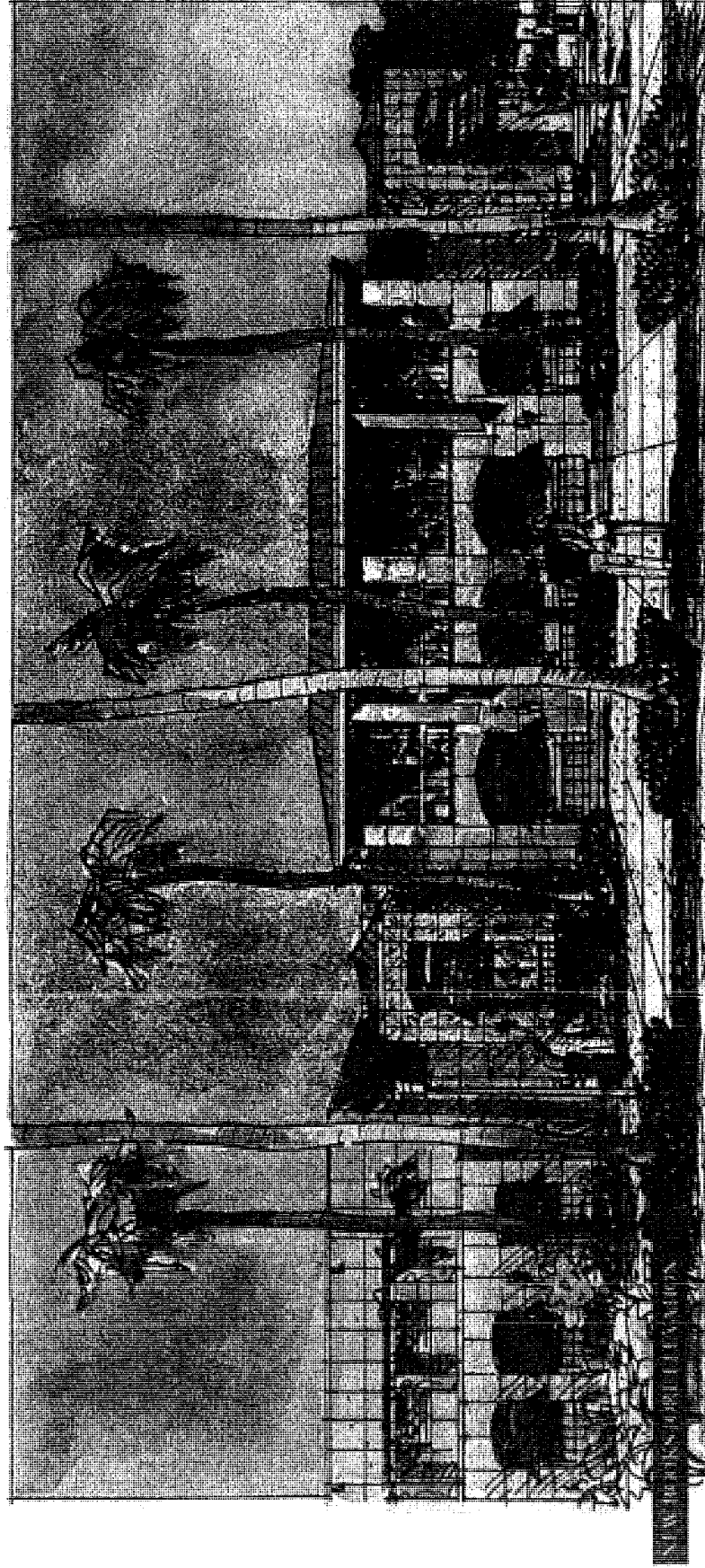
Florida International University Bookstore



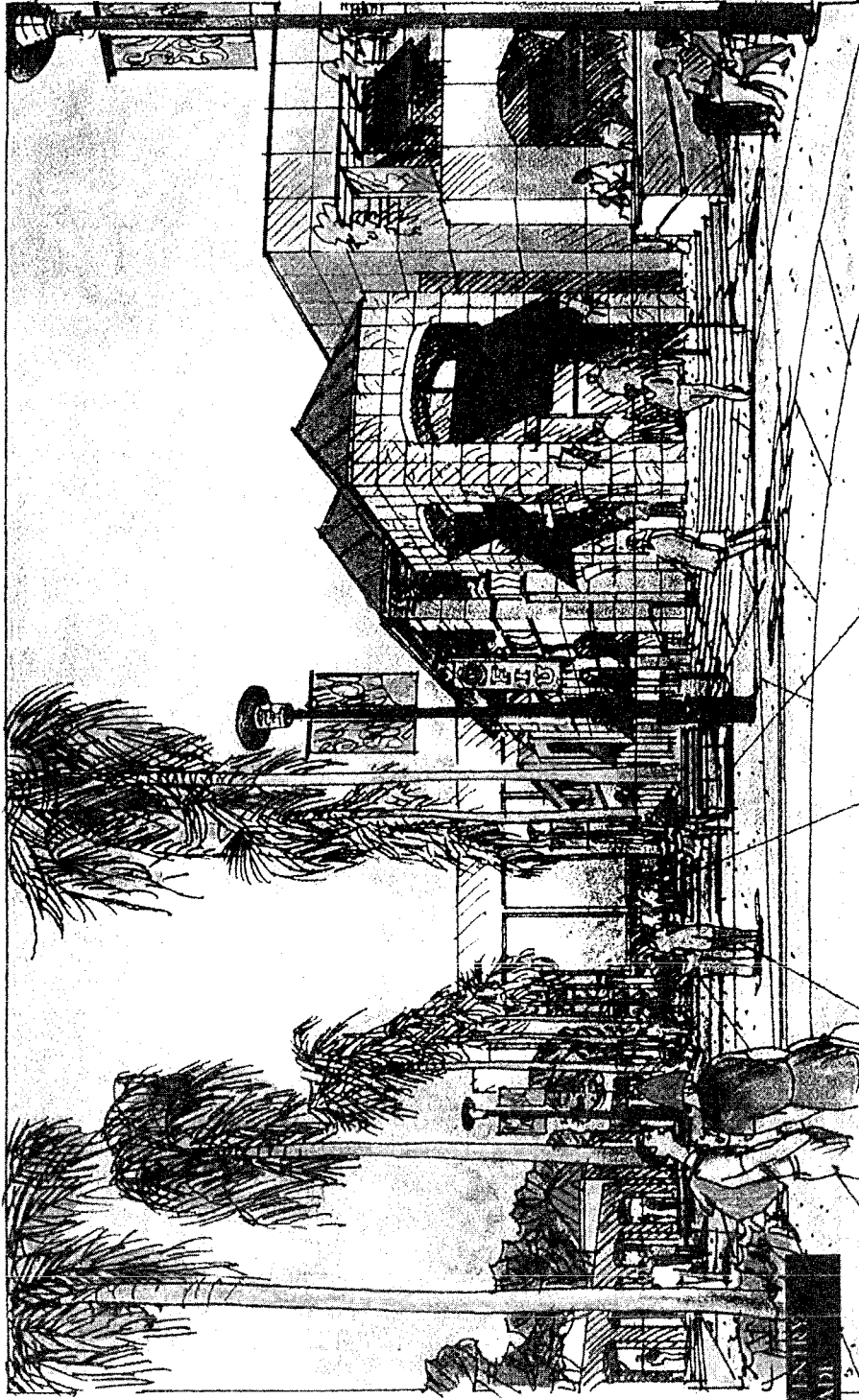
Florida International University Bookstore



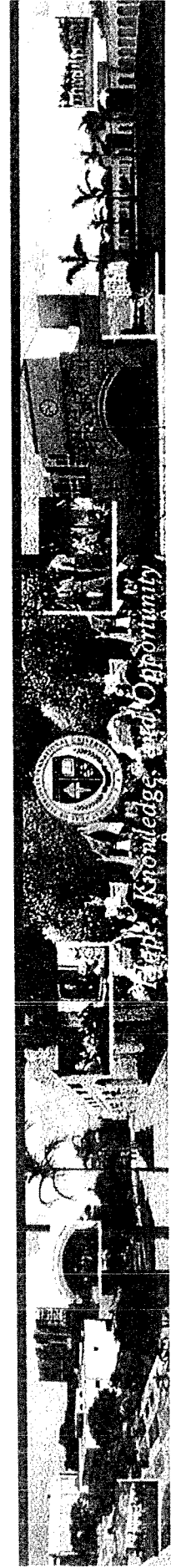
Florida International University Bookstore



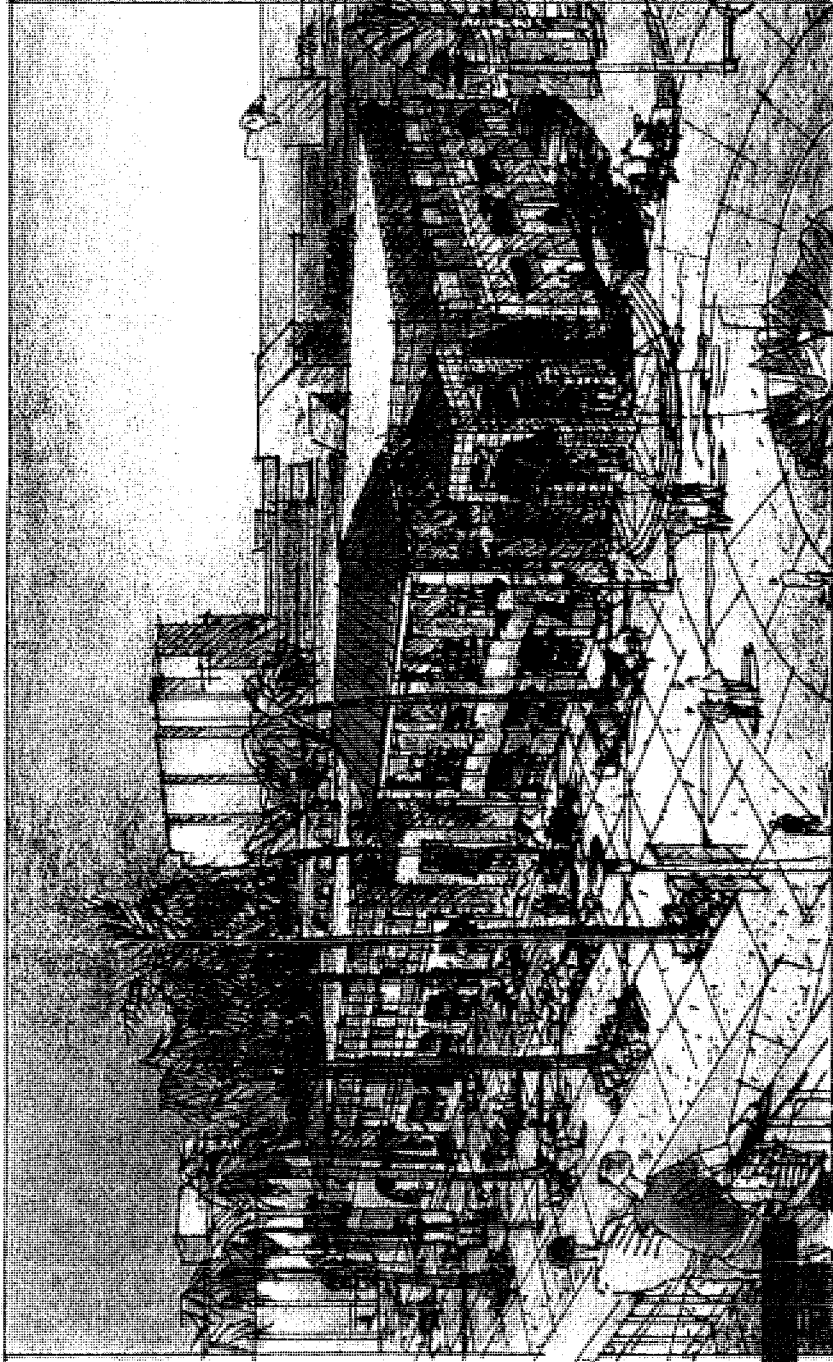
Florida International University Bookstore



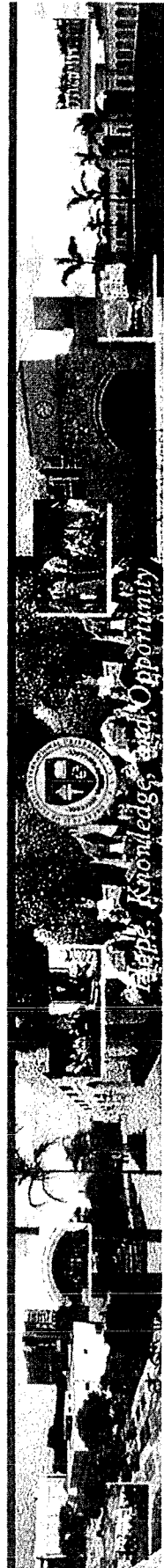
VIEW OF NEW ENTRY
AND SIDE ANADLE



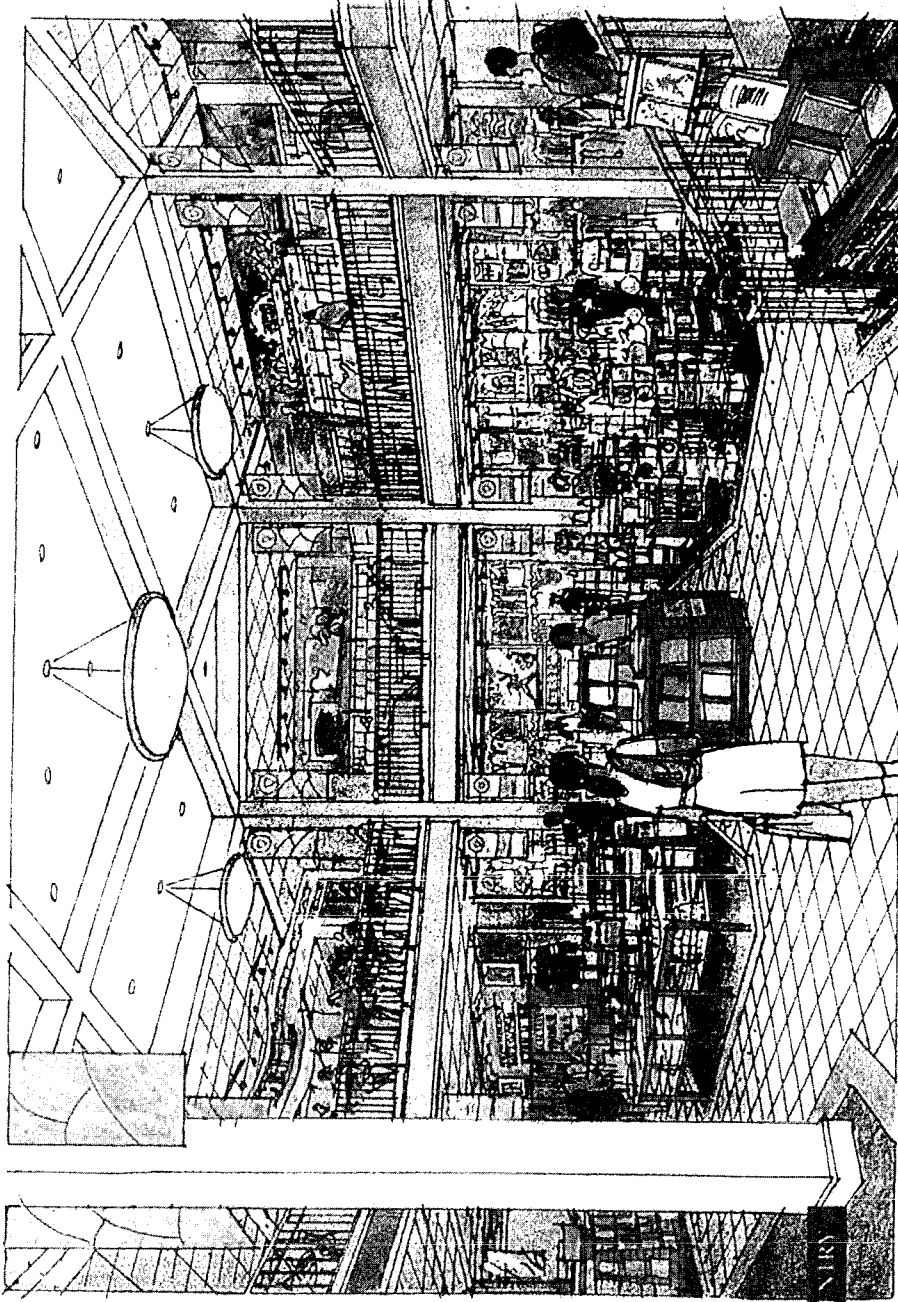
Florida International University Bookstore



INTERNATIONAL



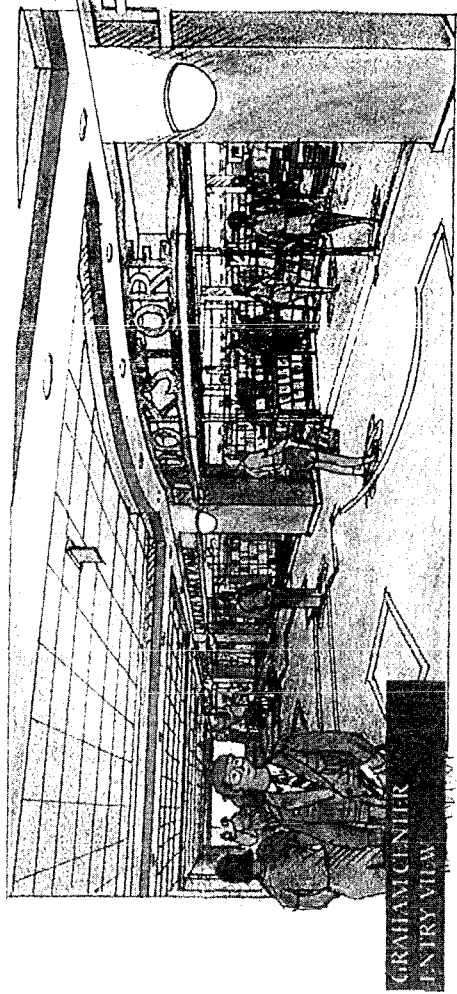
Florida International University Bookstore



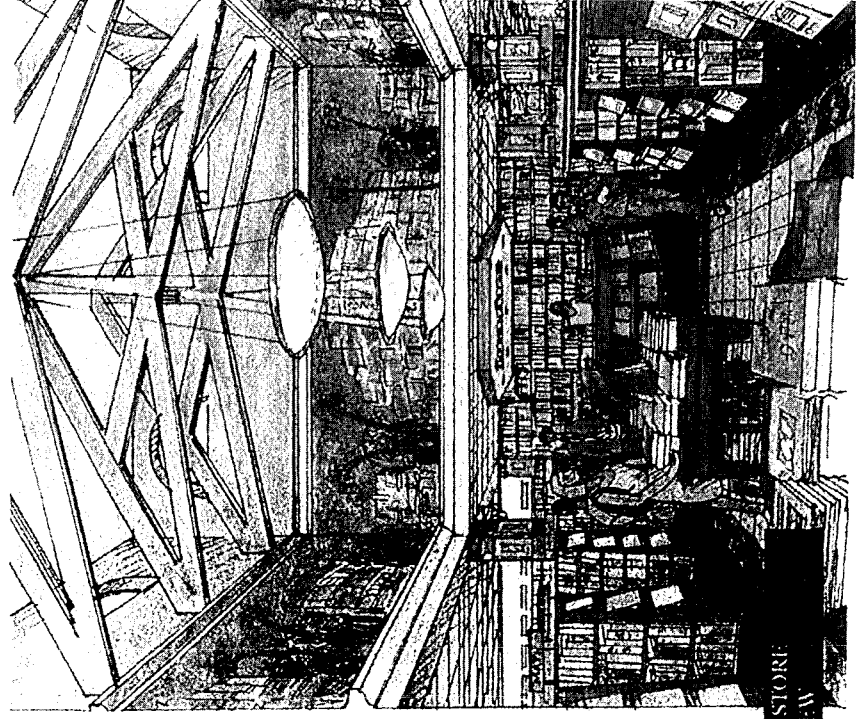
NEW BOOKSTORE INTERIOR



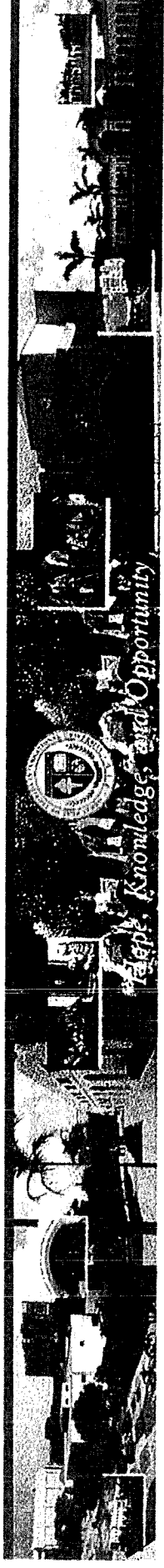
Florida International University Bookstore



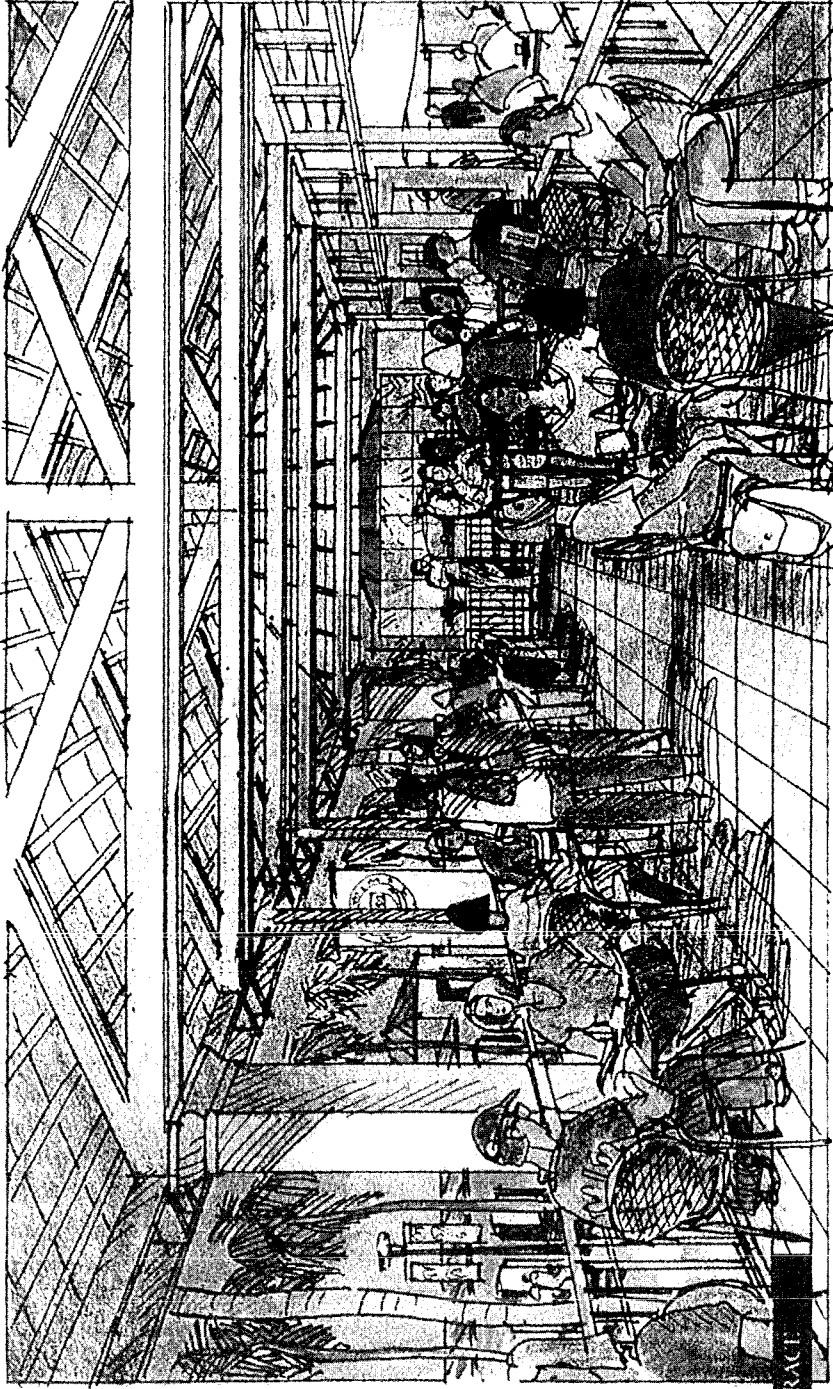
GRAHAM CENTER
ENTRY VIEW



EXISTING STORE
ENTRY VIEW



Florida International University Bookstore



OUTDOOR TERRACE



7/26/99

FIU - Miami (785)
CAPITAL BUDGET SUMMARY

Response to RFP

LINE ITEM	EST. COST	REMARKS	AREA SQUARE FT. CALCULATIONS:
Part A - Construction/Fixturing			Existing: 16,667
1. Sitework	\$ 300,000.00		Market: 930
2. General Construction	\$ 2,585,600.00		Addition: 1st 7,900
3. Permit Fees	\$ 15,000.00		Addition: 2nd 3,000
4. Store Fixtures/Freight/Tax	\$ 375,000.00		TOTAL: 28,497
5. Feature Furniture/Freight/Tax	\$ 75,000.00		
6. Design A/E Fees / Reimbursables	\$ 335,000.00		
7. Floorcovering		Incl In Above	
8. Lighting		Incl In Above	
9. Signage Interior/Exterior	\$ 45,000.00		
10. Stockroom Shelving		N/A	
11. Lockers/Employee		N/A	
12. Music/Sound System		N/A	
13. Café Equipment	\$ 85,000.00		
14. Memorabilia Signage	\$ 50,000.00		
15. Awnings	\$ 35,000.00		
16. Project Contingency	\$ 125,000.00		
Total Part A:	\$ 4,025,600.00		
Part B - Security Systems			
16. Checkpoint	\$ 75,000.00		
17. ADT	\$ 5,000.00		
17. Cameras	\$ 10,000.00	If required	
Total Part B:	\$ 90,000.00		
Part C - Computer/Telephones			
18. POS System (7 Registers)	\$ 35,000.00	23 Existing Registers, 7 new	
19. AS400			
20. Bookmaster			
21. Cabling			
22. Telephone System	\$ 15,000.00		
23. Miscellaneous			
24. Store Personal Computer	\$ 2,500.00		
Total Part C:	\$ 52,500.00		
Part D - Other Project Overhead (State) If Req'd			
25. Fire Marshall (.25%)	\$ 6,464.00		
26. CM Fees (1%)	\$ 25,856.00		
27. Inspection Serv. (1.43%)	\$ 36,974.08		
28. Art Allowance (.5%)	\$ 12,928.00		
29. Energy Management	\$ 10,000.00		
Total Part D:	\$ 92,222.08		
TOTAL ESTIMATE:	\$ 4,260,322.08		

For references on recently completed projects, please feel free to contact any of the following:

- * University of Central Florida
Bill Merck
VP of Administration & Finance
(407) 823-2351
- * Boston University
Mr. Joseph P. Mercurio
Executive Vice President
(617) 353-6500
- * Penn State University
Betty J. Roberts, Ph.D.
Assistant Vice President
for Business Services
(814) 865-3061
- * University of Michigan
Mr. Frank Cianciola
Assoc. Dean of Students &
Director of University Unions
(313) 764-7420
- * Harvard University
Jerry Murphy
President - Harvard Coop Society
(617) 499-2000
- * College of William & Mary
Samuel E. Jones
Vice President Management & Budget
(804) 221-2565
- * Texas Christian University
Jim McGown
Vice Chancellor of Finance
(817) 921-7815
- * University of Pennsylvania
Mr. John Fry
Executive Vice President
(215) 898-5226
- * Temple University
Ms. Linda T. Frazer
Director of Business Services
(215) 204-7271
- * Texas A&M University
Dr. Jerry Gaston
Vice President for Administration
(409) 845-1911
- * Yale University
Linda Lorimer
Vice President & Secretary
(203) 432-2321
- * University of Mississippi
Buddy Bullock
Director of Auxiliary Services
(601) 232-7445
- * University of Toledo
Julia B. Wingard
Interim Director, Student Union
(419) 530-2932
- * West Virginia University
Geraldine Ireland
Director, Administrative Business
Services
(304) 293-4001

Barnes & Noble Case Histories

Barnes & Noble College Bookstores has earned the reputation for operating the finest college bookstores in the nation. We believe that our philosophy of providing excellent service, quality products, competitive pricing and quality on-site management is responsible for our outstanding record of accomplishment. The following schools are examples of this philosophy in action.

THE JOHNS HOPKINS UNIVERSITY
ENROLLMENT: 12,000
CONTRACT AWARDED: 1981



Barnes & Noble was chosen to replace Follett College Stores as the lease operator at Johns Hopkins. We dramatically upgraded the quality and depth of the inventory in the academic reference book department which had been the subject of numerous complaints. The academic reference department now stocks over 20,000 titles. . . more than three times our predecessor's inventory level.

"Choosing Barnes & Noble to operate our Book Center was one of the best decisions we made. We selected them in 1981 to replace another lease operator who was unable to provide the levels of service and quality merchandise our faculty, staff, and students demanded. Barnes & Noble not only corrected the deficiencies, but exceeded our expectations. They continue to do so. We truly have a dynamic and successful partnership."

*Betty Miller,
Director, Auxiliary Enterprises, 1996*

Contact: Betty M. Miller
Director, Auxiliary Enterprises
at (410) 516-8470.

HARVARD UNIVERSITY
ENROLLMENT: 18,649
CONTRACT AWARDED: 1995



In 1997, the Harvard Cooperative Society chose Barnes & Noble to operate the famous Harvard Coop. The Coop was founded in 1882 and since 1925 has occupied a landmark historic building facing Harvard Square. Hundreds of thousands of visitors pass through the store each year.

We worked closely with the Board of Directors of the Cooperative Society to refocus the Coop on its original mission: to be a great bookstore for the Harvard University academic community and to provide those services and products that reflect the needs and tastes of today's students.

To accomplish this, the Coop needed a complete physical renovation and, more importantly, a reevaluation of its culture and operating philosophy. Instead of growing as a "department store", pursuing only profit and gross margin at the expense of academic support and student service, the Coop had to be repositioned as a truly great University bookstore.

During the first eighteen months of operation, the Coop was redesigned and completely renovated. A world class academic trade and reference department with over 150,000 titles became the focal point of the new Coop. We eliminated men's suits, women's lingerie, shoes and cosmetics. A World Newsstand and a Literary Café were added on the mezzanine level.

The Palmer Street Building in the rear now features a wide array of products and services that support and enhance student life. School supplies, insignia clothing, gift ware, a computer technology center, a museum shop, and a print and frame shop can now be found here.

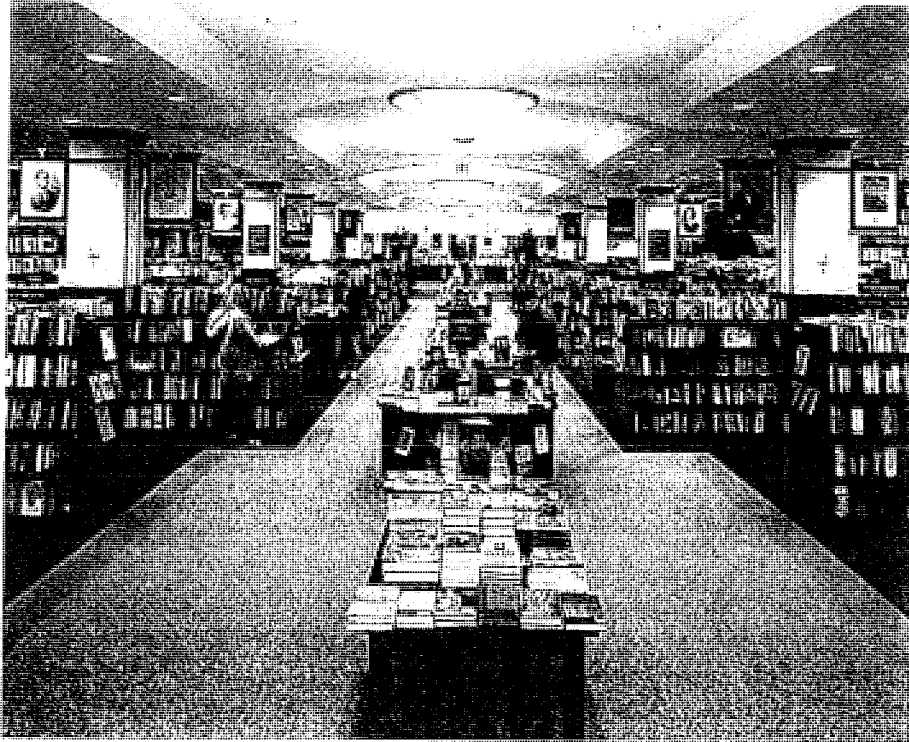
The new Coop has been so well received by the community that in our first year the Society was able to announce a rebate to its members for the first time in over five years!

According to Jerry Murphy,

"Our partnership with Barnes & Noble has been a tremendous success. We not only transformed the Harvard Coop into a world class academic resource for the University, but our association assures that the Society will continue a long tradition of service for Harvard and M.I.T. students, faculty and alumni."

Contact: Jerry Murphy
President - Harvard Cooperative Society
at (617) 499-2000.

YALE UNIVERSITY
ENROLLMENT: 11,000
CONTRACT AWARDED: 1997



In 1997 Yale University selected Barnes & Noble to operate the Yale Bookstore.

After an extensive review by the University, it was determined that the Yale Co-op no longer supported the vision of the University. Yale University wanted a bookstore with an extensive academic trade and reference department (the store features over 175,000 titles) to support its academic programs and a university bookstore responsive to the needs of students.

The new Yale Bookstore, with dramatically extended hours and services for students, houses a full marketplace, an art and museum shop, dorm shop, literary café, integrated children's department, and an extensive selection of computer software, insignia clothing and gifts, school supplies and four concept shops.

The two separate buildings that house the store were joined by an atrium on ground level and by an excavated walkway on the lower level.

Also of tremendous importance to the University, the new Yale Bookstore is the anchor that has sparked a revitalization of the Broadway retail area. The University has been able to attract national retailers and has secured substantial renovation commitments from existing tenants as a direct result of the partnership with and commitment of Barnes & Noble College Bookstores.

"If a picture is worth a thousand words, the Yale trustees' gasp, as they walked into the arcade and gazed into the Yale Bookstore, does more than my vocabulary can muster to express my gratitude for Barnes & Noble's creation of the Yale Bookstore. As delighted as I am with the facility, I found myself equally taking pleasure in the extent to which it has been a joint project. There is so much talk of partnership and collaborations (and I promulgate some of it!) but I have never experienced such a major project where the parties worked so collectively. There were numerous times where you and your colleagues had every right to say to the Yalies, 'enough' or 'this province is ours, thank you very much.' But we always felt you and your colleagues really wanted to know our thoughts and believed we, too, wanted to create one of the country's outstanding bookstores. I look forward to working with you in the coming years to confirm the faith you placed in Yale."

*Linda Lorimer
Vice President & Secretary, 1997*

Contact: Linda Lorimer
Vice President & Secretary
at (203) 432-2321.

UNIVERSITY OF PENNSYLVANIA
ENROLLMENT: 23,000
CONTRACT AWARDED: 1996



New UPenn Bookstore

The UPenn Bookstore had been known as one of the finest campus bookstores in the country. The decision to out source the already successful bookstore operation was made as part of the University's "Agenda for Excellence" program to maintain its leadership role in all areas into the next century. Barnes & Noble assumed operations in April 1996 and, working closely with the University, immediately undertook the design and construction of a new 50,000 square foot bookstore facility which is scheduled to open officially in July 1998.

Here's what Judith Rodin, Penn President, said about the new partnership with Barnes & Noble:

"The addition of the Barnes & Noble Superstore to our community will dramatically enhance the quality of life on campus. The partnership between one of the best booksellers in the country and one of the nation's leading Ivy League universities will enrich our students, our community and the city of Philadelphia. It is sure to become a model for all university bookstores. As we move forward to implement our Agenda for Excellence, we are deeply aware that enhancing the quality of life for our students is an integral part of our mission. We all gain from having an exciting new bookstore with countless opportunities for an enriched intellectual and cultural life outside the classroom."

Here's what John Fry, Penn's Executive Vice President added:

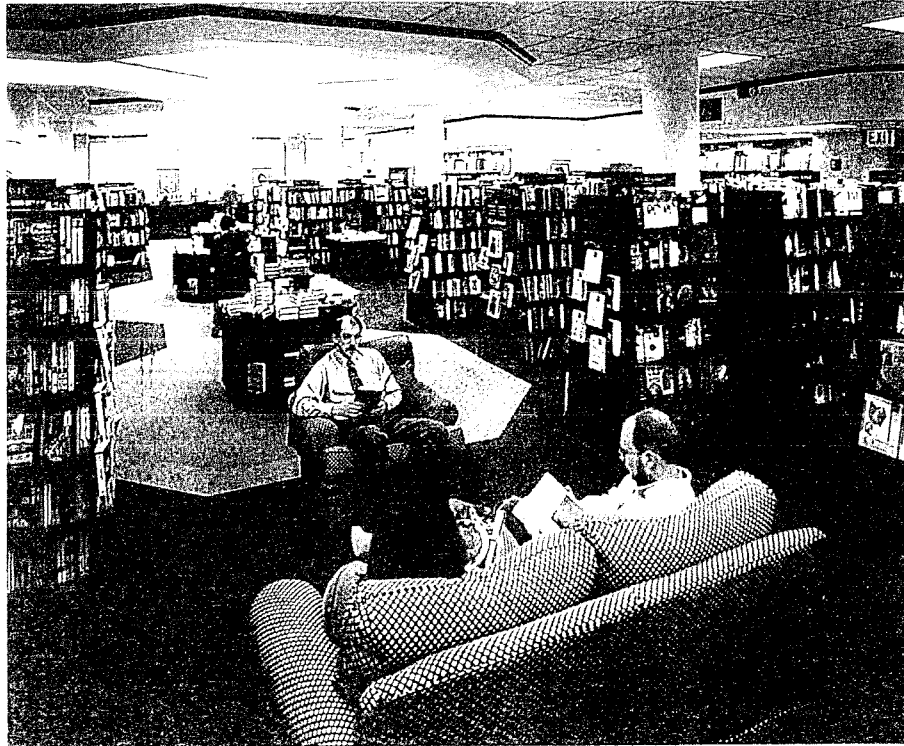
"We spoke with several companies but selected Barnes & Noble because they are a first rate company and considered the best in the business. Only Barnes & Noble has the credibility, capability and experience to create something of this magnitude. The partnership with Barnes & Noble College Bookstores will enable us to focus our resources on our academic mission, and let the business professionals do what they do best. Part of our mission in restructuring the University is to seek the most professional management possible for various administrative and business services. That way, we can increase the University's efficiency and cost effectiveness. At the same time, we highly value our employees. And we were only willing to enter a partnership with a company whose records met our own high standards for employee relations -- a company like Barnes & Noble."

Penn students are also excited about the resources the new store will bring. Lance Rogers, Chairman of Penn's Undergraduate Assembly (the student government) said:

"This is fantastic for Penn students. We will have a first class bookstore with all the extras, and a late-night gathering place for socializing."

Contact: John Fry
Executive Vice President
at (215) 898-5226.

UNIVERSITY OF CHICAGO
ENROLLMENT: 11,631
CONTRACT AWARDED: 1995



The University of Chicago operates two separate bookstores. Within nine months of assuming operations, Barnes & Noble completely gutted and rebuilt the main campus bookstore in Hyde Park and renovated the bookstore for the School of Business in downtown Chicago.

The Hyde Park store with its dramatically expanded academic trade and reference department, complete medical reference department and literary café became the prototype for our University Superstores.

Prior to contract commencement, we successfully negotiated a labor contract with the teamsters local representing the staff. All employees were transitioned to Barnes & Noble payroll and benefits programs, and received on-site training in our systems and procedures.

Here is how Steve Klass summed up the transition to Barnes & Noble:

"Institutional decisions to out source core campus services are typically based on solid financial analysis, and that was certainly the case with the 1995 determination to turn the management of the University of Chicago Bookstores over to Barnes & Noble. In our case, however, equal focus was given to issues of institutional culture -- particularly during the critical transition period -- and it is in this arena where Barnes & Noble's success has been most evident.

"As one of the first corporate 'outsiders' to establish a very visible foothold on campus, they were an easy target for outspoken critics who resented this intrusion into our tightly-knit academic community. They were also moving into one of the most densely packed and highly regarded academic bookstore markets in the nation. In the face of these challenges, Barnes & Noble went about transforming our aging, unattractive, and relatively small facility into an early model of a campus superstore. Yet, despite the use of their trademark color schemes and layout designs, this is no scaled-down, cookie-cutter version of one of their superstores.

"They continue to maintain and cultivate the large University of Chicago Press and Faculty Author sections that are critically important components of our scholarly culture. In addition, Barnes & Noble adopted an affirmative contractual relationship with our fully unionized staff and have done an outstanding job of earning their confidence and providing them with a positive working environment. To Barnes & Noble's credit, many original staff members are still working in the stores, even as we celebrate the third anniversary of the transition. In short, the attractiveness of the facility, the immediate ease with which they turned around our logistically nightmarish quarterly rush periods, the expansiveness of the trade section they maintain, the retailing/marketing expertise they bring, the customer responsiveness they have developed -- these attributes have all come to enhance the quality of life on campus and worked to silence the critics of the initial outsourcing decision."

*Steve Klass
Director, Auxiliary Services*

Contact: Steve Klass
Director, Auxiliary Services
at (773) 834-0174.

BOSTON UNIVERSITY
Enrollment: 30,000
Contract Awarded: 1994



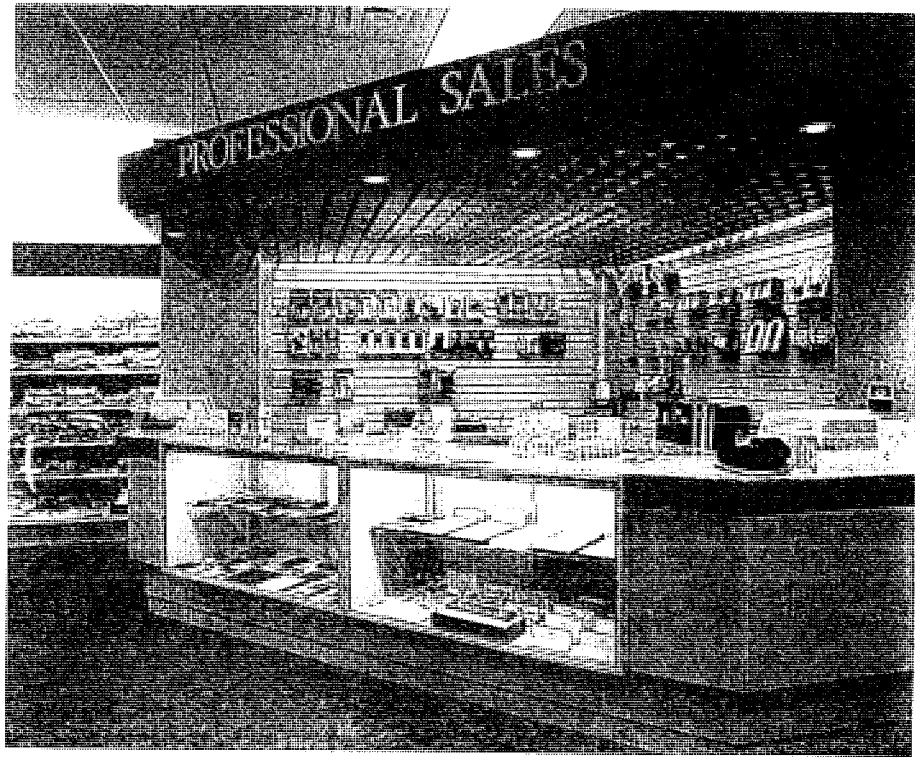
"Barnes & Noble has operated Boston University's bookstore since 1994. The transition from self-operation went easier than any of us at the University had expected, and service to the B.U. Community has been excellent. Barnes & Noble managers have struck a good balance between their responsibilities to Barnes & Noble and the University, and have integrated themselves well into the University community.

The corporate resources of Barnes & Noble have allowed the local management to bring more interesting authors to campus and provide our community greater access to publications and information than we could have hoped for utilizing our own resources. To date, the partnership has been a great success!"

*Peter Cusato,
Vice President for Business*

Contact: Joseph P. Mercurio
Executive Vice President
at (617) 353-6500.

TEXAS A&M UNIVERSITY
Enrollment: 43,000
Contract Awarded: 1990



In 1990 Barnes & Noble was selected by Texas A&M to operate its bookstore. Texas A&M, with more than 40,000 students, is one of the top ten research universities in the nation according to the Chronicle of Higher Education.

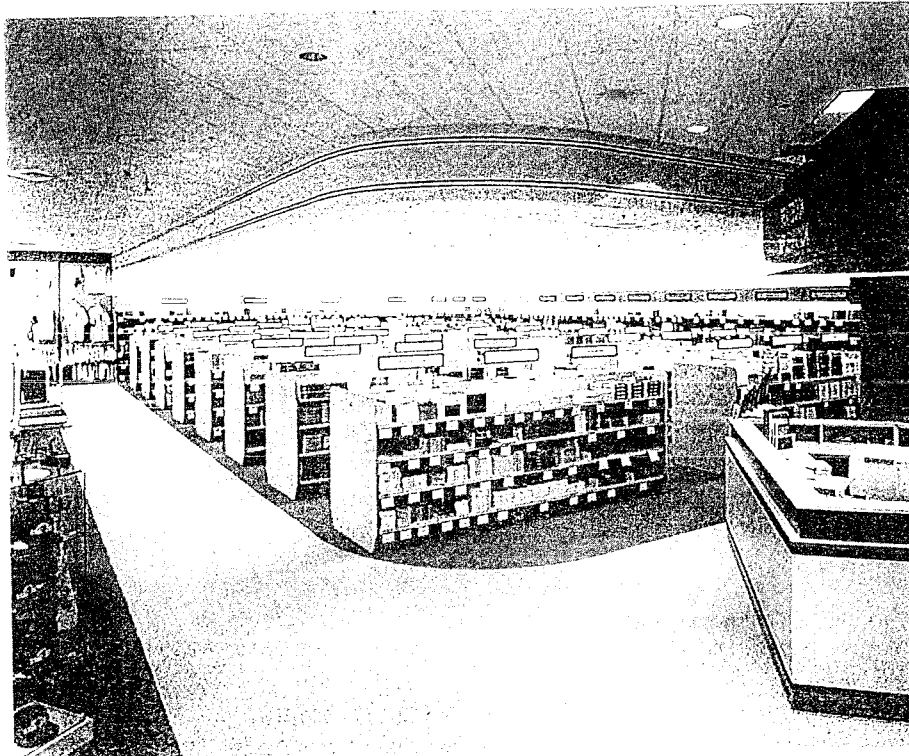
By the end of our first full year of service to Texas A&M, Barnes & Noble had completely renovated the bookstore, increased sales substantially, and established its reputation on campus for providing superior service.

Our success during the first full year is reflected in these statistics: overall sales increased approximately 26.5% to nearly \$11 million; the percentage of used textbooks sold in the bookstore tripled from 11.6% to 34% of the textbooks sold; our buy back figures increased by 54% from \$475,000 to \$731,000. We are extremely proud of our success at Texas A&M, which is one of the largest universities ever to lease its bookstore.

Contact: Dr. Jerry Gaston
Vice President for Administration
at (409) 845 1911.

Book Merchandising

Bookselling is our primary business and we take great pride in doing it well. Bookselling at Barnes & Noble means providing service for our customers and making sure they can find the books they want, when they want them. In our campus stores we are committed to providing the range of titles and services essential to the educational process.



Indiana State University Textbook Department

New Textbooks

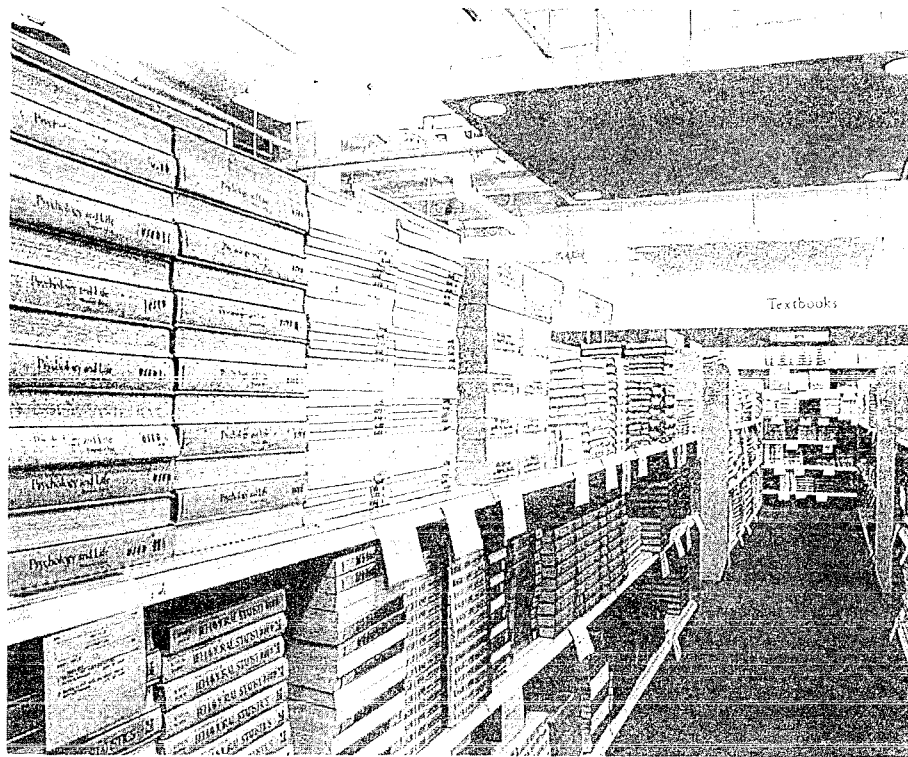
The primary purpose of every college bookstore is to stock sufficient quantities of required and recommended textbooks on a timely basis. Our responsibility is to deliver those texts specified by the faculty when they are needed. Our only request of your faculty is that they convey title information to the bookstore on a timely basis so that we may plan ahead to provide the required books and offer students the highest possible buyback prices at the end of each term.

In developing Text-Aid, our inventory textbook management system, we made communication between bookstore and faculty a priority. We continually update faculty on the status of book orders as the new term approaches. If we run into a problem obtaining a book, we notify the professor immediately. This proactive approach quickly eliminates problems that could affect the learning experience.

Of equal importance is our commitment to have texts available throughout the school term. This is one reason why many of the larger universities that have opted to lease their bookstores have chosen Barnes & Noble as their lease operator. We cover the shelves in the textbook department throughout the school term because students should be able to purchase their textbooks as they need them, not necessarily all at once at the beginning of the term.

During the peak “rush” period, we assist our store managers by providing supervision and fast reorders when required. We bring in experienced managers, supervisors and book department personnel from our corporate level management team and other Barnes & Noble college stores, if needed. This frees our store managers from daily operational problems such as cash control and security to react to faculty requests and student needs.

We are committed to having good relationships with faculty and staff on all the campuses we serve. To encourage these relationships, we sponsor formal and informal get-togethers with faculty and staff throughout the year. These events can be receptions, publisher fairs designed to bring new academic technology directly to your campus, or simply informational sessions of textbooks and customized course material.



Northeastern University Textbook Department

Used Textbooks - Savings for Your Students

Used textbooks, at 25% off new textbook prices, are a tremendous savings to students on tight budgets. To ensure a plentiful supply of used books, we offer a generous buyback program. This program offers students 50% of the textbook selling price on books that will be used for the upcoming term. In addition, our sister company, MBS Textbook Exchange, is the largest wholesaler of used textbooks in the nation. With a database of 135,000 commonly used textbook titles, MBS's textbook selection guarantees us an enormous inventory of used books. And, of course, we also use our computerized store network to locate used textbooks in other Barnes & Noble college stores. These resources, taken together, ensure lower textbook costs for your students.

This segment of the collegiate market is very important to Barnes & Noble. Ben Dixon, our Vice President of Used Textbooks with offices at MBS insures that our stores have a high volume of quality used textbooks. In fact, in this fiscal year, we will save Florida International University students over \$835,000 through our aggressive programs.

Guaranteed Textbook Buyback Program

Under normal circumstances, we only purchase used textbooks from students at 50% of the purchase price if those books have been adopted for the following term. Otherwise, non-adoption textbooks are purchased at a wholesale price that is substantially less. However, in highly competitive markets, we will offer our Guaranteed Textbook Buyback Program that guarantees the repurchase of a great many titles at 50% of the purchase price even if the books will not be used on that campus in the future.

Here's how it works: Textbooks that qualify will be labeled with a special red and yellow "Deal" sticker at the beginning of the term. The bookstore will guarantee to repurchase any textbook so labeled at 50% of the selling price regardless of their re-adoption for future use. Purchase receipts are not required for resale back to the bookstore.

Textbooks that do not qualify for the program will be purchased from students at standard buyback prices.

Price Matching Plus

At schools where off-campus stores significantly discount textbooks, we will offer our Price Matching Plus Program for new and used textbooks.

Here's how the program works under three possible scenarios:

1. If a customer has already purchased a textbook from our bookstore and then claims that the same book in the same condition is being sold at a lower price at a competitive store, we will not only refund the customer the difference between the two prices, we will also add \$1.00 to the refund. Additionally, we will issue the customer a coupon for a 10% discount on any single clothing purchase.

2. If a customer has already purchased a textbook from a competing bookstore and claims that the purchase price was lower than our bookstore's price, we will reduce the price of our book to \$1.00 below the competitor's price for that student. Additionally, we will issue the customer a coupon for a 10% discount on any single clothing purchase.
3. If a customer has not yet purchased a book but claims that it is priced lower elsewhere, we will sell that customer the same book for \$1.00 less than any competitive price and give that customer a special coupon good for 10% discount on any clothing purchase.

This program has proved to be very effective in helping to combat off-campus competition and generating good will from students who maximize savings on textbook purchases.

Textbook Reservation Program

Barnes & Noble has developed a Textbook Reservation Program by which students can reserve their textbooks in advance by phone or over the Florida International University Bookstore website.

Students wishing to participate in the program need only provide the bookstore with a copy of their class schedule. We prepack their books, new or used, whichever is preferred, in a box to be picked up at the beginning of the school term. When they return to campus, students come to the store, give the clerk their name, pick up their prepacked box and proceed directly to the checkout register. It's simple, uncomplicated, and convenient.

Barnes & Noble has implemented this program on many campuses across the nation with excellent results. At the University of North Carolina in Greensboro, for example, where 3,000 students recently signed up for the program, 2,841 actually picked them up. An astounding 94.7%!

We would be pleased to offer this service to your students.

The following pages are examples of the promotional materials and signage used to support these three DEAL programs.

Guaranteed Textbook Buyback

It's the



of the school
year.

If you buy books with the **DEAL** sticker on them, you
can sell them back at the end of the semester for up to
66% of what you paid for them.

Look for the on-campus bookstore with the **DEAL**

Price Matching Plus

It's the



of the school
year.

This means if you find the same book* at a lower price somewhere else, not only will **DEAL** match it, but we'll also give you a bonus.

Look for the on-campus bookstore with the **DEAL**.

* Price Matching Plus applies only when comparing books in the same condition, use of text. Book must be in stock at competitor's store. Unwanted does not apply to special orders.

Textbook Reservation

It's the



of the school
year.

When you sign up, we'll collect all your required course books for you. Just show up at the bookstore at the beginning of the semester and you'll find all your books waiting for you before classes start.

Look for the on-campus bookstore with the **DEAL**.

Conducting Textbook Buyback

Having gathered the textbook requirement information for the next term, your bookstore manager can repurchase as many used textbooks from students as possible at the end of the current term.

Students on campus are the single greatest source of used books for the next term, and we make them aware of this in a variety of ways. We provide professionally designed advertising and promotional materials for the buyback. Our buyback motto, "DEAL: Don't Ever Accept Less," used on in-store posters, campus posters, table top signs for the cafeteria, and sidewalk signs, alert students to buyback. We also use a variety of other methods to increase buyback. These include sweepstakes, raffles, discount coupons, and free gifts. We make buyback more convenient for students by conducting it in a number of well-trafficked campus locations, including cafeterias, dormitory lobbies, and classroom buildings. (Permission to work from these locations will be obtained from the appropriate office prior to each promotional event.)

As with obtaining early textbook adoptions, we reinforce the importance of this component through a corporate incentive award program by which we recognize and award those top 50 store managers who have held the most successful buyback each term.

Textbooks Throughout the Year

Because we believe that students should have access to textbooks throughout the year and not simply at the beginning of the semester, we make textbooks available throughout the entire term. This allows students to buy books when they need and can afford them.

On-line Textbook Ordering

We are able to offer on-line textbook ordering through a Florida International University bookstore website, as well as through an affiliation with textbooks.com, the nation's largest on-line selection of new and used textbooks. The benefits to the school, faculty, and student are tremendous. Faculty are able to place textbook adoption on-line; students are able to buy and sell books on-line through textbooks.com; and the school will receive a commission on the sales through both websites. Further details about the on-line services are found in the section on internet commerce.

How Barnes & Noble Will Handle Late Textbook Requests

Your Bookstore's primary mission is to facilitate the educational process by immediately responding to the needs of faculty and students. Late orders, added sections, over enrollments, instructor changes, new editions and other last minute changes are inherent to the college bookstore business. Our bookstore staffs are trained to respond *immediately* to these changes.

This is so important to us that we have formalized a procedure for identifying and responding to these changes. It is called "Reconciliation" and it is a mandatory procedure in all our stores. Reconciliation is a complete physical analysis of the textbook department to ensure we have every book and supply item requested. Our bookstore staff communicates with instructors by phone, letter, E-mail, and with Instructor Notification Forms. Students know exactly when to expect a book because shelf tags note the expected due date for each book on order. We will respond to over enrollments and last minute title adoptions by calling any "short" lists in to other Barnes & Noble stores, wholesalers and publishers several times a day during Rush. We don't wait until a book is sold out to reorder it; once we see we are running short, we reorder immediately.

If a book is out of print, out of stock, has a new edition pending or appears to be unobtainable, our managers will first contact our used book wholesaler, MBS Textbook Exchange, nearby stores, and/or our Home Office to locate the book. They typically get a same-day response. If the book, in fact, is unobtainable, the instructor is contacted immediately by phone and notification form, and the shelf tag is updated. The replacement title is ordered immediately from another Barnes & Noble store or shipped via Federal Express from the publisher if it's needed immediately.

Textbook Training Materials - Making a Good Manager Great

We know that good Textbook Managers are developed, not born. Therefore, textbook training is one of our highest priorities. Working with all levels of our organization, we have created premier textbook training materials. Whether it is our hands-on teaching tool like the *SMART Textbook Managers' Manual*, or training classes in computerized textbook inventory management, or newsletters like our monthly *Textbook Perspectives* (Please see Exhibit E - Textbook Perspectives Newsletter) that addresses new issues in the ever-changing publisher and higher education market, we strive to give our managers the textbook tools they need to excel.

Course Packs and Custom Publishing

Barnes & Noble will provide complete course pack and custom publishing services for your faculty members. Course packs may include a professor's notes, chapters or pages from out-of-print books or current articles and books.

A Barnes & Noble representative will meet with your faculty to explain our program and to assist them in completing course pack forms.

The Barnes & Noble Custom Publishing Program offers the following:

- * *Customization:* Each course pack is a custom reproduction, with a cover design that features your faculty member's name and the name of her/his course. Course packs also include a customized table of contents.

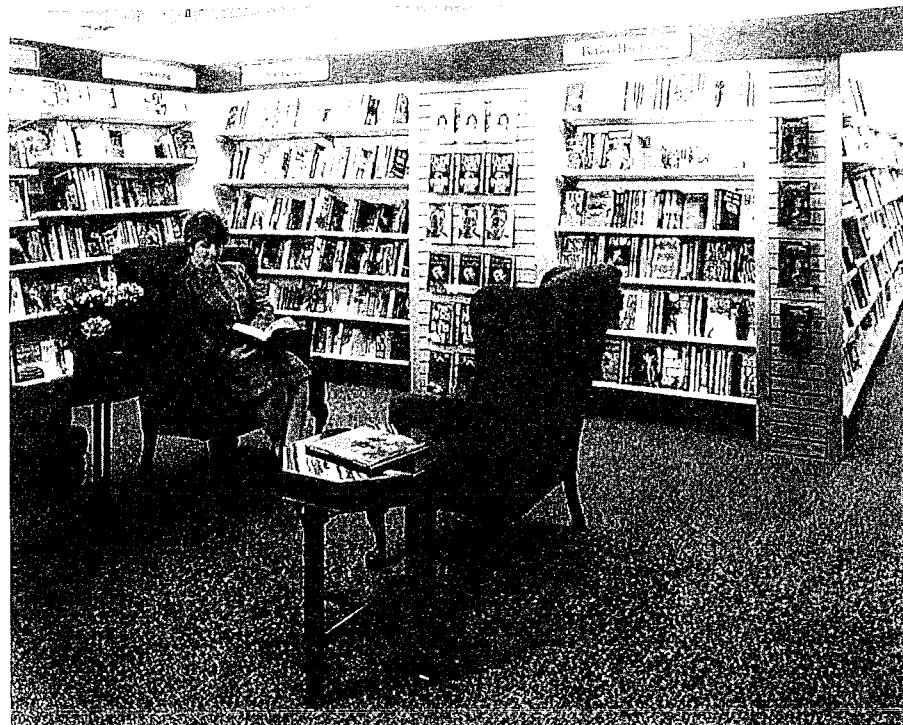
- *Educated Staff:* Our highly educated, professionally trained staff has access to rights holders, enabling them to obtain copyright permissions quickly and efficiently. Their experience and skills can often locate even the most obscure citations.
- *Copyright Permission:* It is important to obtain copyright permission before creating a custom course pack. We rigorously follow copyright compliance guidelines in obtaining copyright clearance.
- *Local Production:* Course Packs are produced locally. This ensures quick turn around time on all reprints.
- *Pricing:* Our custom published course packs are created with care. We offer quality, service and convenience beyond that of local copy centers, at a competitive cost.
- *Convenience:* Course pack orders can be placed at the same time textbook orders are placed. Your students will also appreciate the convenience of buying their course packs and books at one location.
- *Speedy Reorders:* If needed, additional copies of course packs can be provided quickly, usually within 24 to 48 hours.

Attached as Exhibit F is a copy of the Barnes & Noble Custom Publishing flyer for faculty members.

Scholarly, Academic, Trade and Reference Books

In our proposed renovation of the Florida International University Graham Center Bookstore, our customers will find 50,000 titles in stock. This selection of international and scholarly books will place Florida International University in the top 5% of universities nationwide. Along with BookMaster's 8 million title database, the selection will create one of the most distinctive departments anywhere.

The keys to establishing a superior academic bookstore are the number and types of trade and reference books that are available to supplement the required textbooks. These trade and reference books are important both from an academic standpoint and from a business standpoint.



West Virginia University

Academically, the trade and reference books must be selected to support the academic curriculum of the individual campus. Barnes & Noble customizes their selection on every campus to coincide with the particular needs of the faculty and student body. An analysis of the trade and reference sections, for example, in the Barnes & Noble bookstores at Columbia, Johns Hopkins, Rochester, and Northwestern would reveal quite different mixes of books to meet the specific needs of each campus, yet each of these stores contains a distinguished academic book department in its own right.

From a business standpoint, the trade and reference sections in Barnes & Noble stores accomplish another objective. Because our stores typically have a very large selection of titles in their trade and reference departments on a year-round basis, they encourage browsing by students and faculty which inevitably leads to "add-on" or incremental sales in the store. Furthermore, the availability of an extensive trade and reference section in the store is a great convenience for students and faculty who do not have to leave the campus to purchase the books they need.

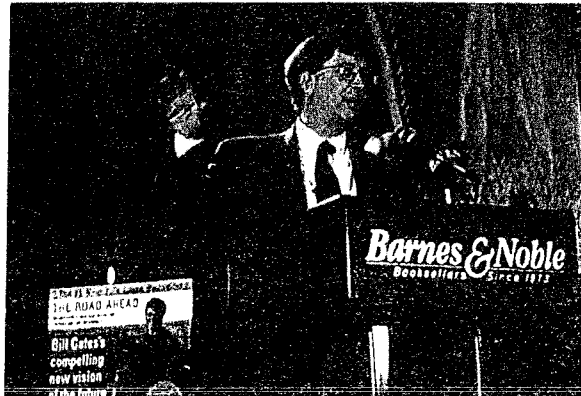
In order to assist them in running their trade and reference departments, our corporate staff continually supplies our managers with the latest available information on trade and reference books. Bibliographies are compiled and kept up-to-date by 22 company buyers who purchase books for our Main Store and for our B. Dalton and Barnes & Noble trade stores.

Book and Author Events on Campus

Many of our campus stores act as a forum for local and national author events, publisher fairs, and student readings. If desired, we can use our national resources to help your bookstore staff plan regularly scheduled in-store signings and tie-ins with school speakers.



Bill Bradley Author Signing



Bill Gates Signing

The Discover Great New Writers series and *The Scribe* are internal company newsletters on bookselling which also keep our managers informed of the most successful merchandising ideas, the newest book releases, special purchases, exclusive offerings, planned advertising, etc. (Please see Exhibit G - Samples of *Discover Great New Writers* and *The Scribe Newsletters*.)

Exclusive Seller of Course-Related Books and Materials

We would request that the Florida International University Bookstore be designated the exclusive seller of all required, recommended or suggested course materials and supplies including books, course packs, computer software, and materials published or distributed electronically.

Bargain Books

The enormous number of books purchased annually for our B. Dalton and Barnes & Noble bookstores, our Main Store and the Barnes & Noble Mail Order Division gives us access to vast quantities of bargain books including publishers' overstocks, remainders, imports and exclusive reprints. Consequently, promotional sale packages are made available throughout the year to our campus stores and their sale tables are always full of bargain books. Furthermore, this vast inventory enables us to regularly change the bargain book selections throughout the academic year, thus maintaining customer interest and increasing sales.

Special Order Service

Barnes & Noble will special order at no additional charge to students or faculty any book in print. We also have extensive resources for obtaining foreign and out-of-print titles. Up to 70% of our special orders are filled within two weeks, a service that is essential for students and faculty working under tight deadlines.

Bestsellers

Barnes & Noble will stock current bestsellers at a 25% discount and will occasionally offer special prices of up to 50% off publishers' list prices on select titles. As the originator of discount bookstores, we consider the stocking of discounted bestsellers an important service for our campus communities.

Florida International University Authors

Barnes & Noble will be pleased to stock books published by Florida International University authors as we do at all of our stores. We also feature campus authors as a permanent and changing section of the Florida International University Home Page.



Johns Hopkins University Authors Section

General Merchandising

In addition to providing first-rate text, trade and reference book service, our campus bookstores also provide a range of other products and services needed by students and faculty. We strive to create inviting retail environments in all of our stores where general, non-book merchandise and other services are offered throughout the year.



Indiana State University

Professional Merchandising Staff

Assisting in this retailing effort are the highly qualified professionals on our merchandising staff. This staff stays abreast of the latest retailing and fashion trends, recommends point-of-purchase display themes and materials, suggests seasonal promotions and ads for our college stores and, importantly, uses the corporate purchasing power of Barnes & Noble to ensure that the highest quality products are available at competitive prices.

It should be emphasized that the Barnes & Noble merchandising staff is not a centralized buying group. Because each campus we serve is unique, we often see tremendous differences in taste and demand even within a very small geographic area. Therefore, the selection of merchandise is tailored by each store's buyers to the specific needs of the school. For example, in the Detroit area, the retail merchandise in our stores at Wayne State University, the University of Michigan, and the University of Detroit has little in common. Yet, each school is, in itself, a strong non-book merchandiser.

It would clearly be impossible, then, for a buyer isolated in one office in one city to determine the kinds of products, styles, colors and fabrics, for example, that would appeal to diverse student bodies at different schools in different locations. It is for this reason that the sole function of the Barnes & Noble merchandising staff is to screen and approve vendors and not to make purchase decisions. The actual buying authority always rests with the local store manager, who is best able to determine the needs of students and faculty on his or her particular campus. We believe that this philosophy has been and will continue to be one of the keys to our success in the college bookstore leasing business.

Involvement in Campus Activities

Our store management teams are encouraged to join and become involved in the campus communities they serve. We believe in working closely with student/faculty bookstore committees, athletic departments, alumni associations, student associations, etc. This helps us read the pulse of each campus so our managers become better buyers.



*Radford University
Halloween Party*



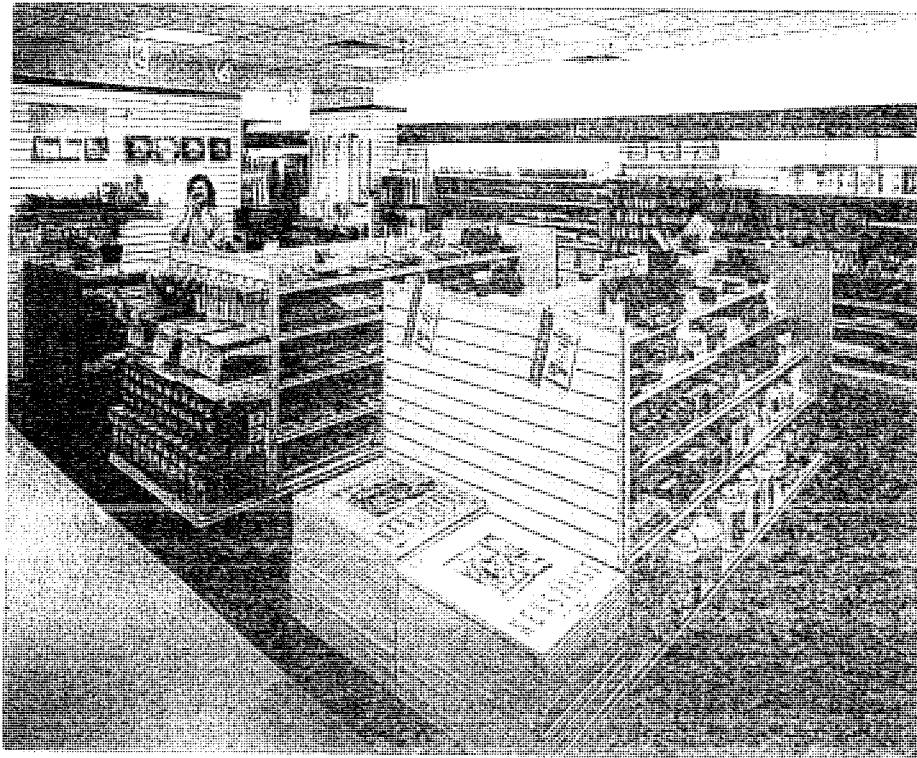
*B&N Sponsored Voter
Registration Drive*

Our store management teams are in touch with their customers. Consequently, the inventory in our stores remains fresh and in fashion, our inventories are controlled, and our customers are kept satisfied. This translates into sales increases that are far above industry norms.

Following are some of the non-book merchandising needs we will address at Florida International University:

General and Specialized School Supplies

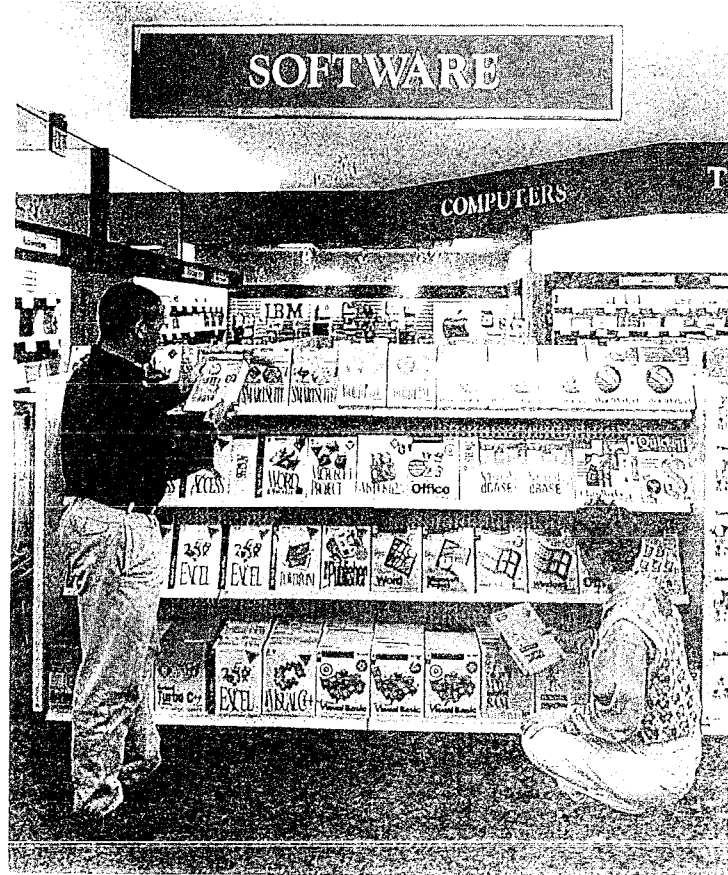
Barnes & Noble will offer a full selection of the highest quality general school supplies including computer software at competitive prices. Furthermore, just as trade and reference books are chosen to meet individual campus needs, specialized school supplies, such as supplies for art, engineering, medical curricula, etc., will be selected to meet the needs of your particular campus.



Eastern Michigan University

Barnes & Noble Computer Software Program

Barnes & Noble has developed the most extensive computer software program in the industry to accommodate the diverse needs of students and faculty members on the campuses we serve. Proprietary programs have been established with all major software publishers and distributors in the country.



Computer Software at Cal State - Bakersfield

Currently, the Barnes & Noble selection of computer software contains more than 800 software titles, most of which are sold with an academic discount of up to 85% off publishers' list prices. Attached as Exhibit I is a sample of our Fall Computer Software Catalog which lists some of the exceptional software values we offer in our campus stores. Special order service is also available for software titles that are not in stock. A valid college identification card must be shown for purchases.

To help our stores stay abreast of all the new software titles coming onto the market, new promotions, and updated information on existing software applications, our Merchandising Department also publishes a Barnes & Noble newsletter called *Soft Copy* that is distributed monthly to all of our campus stores.

Clothing and Insignia Merchandise (The Golden Panther Shop)



The most popular way for students, faculty and alumni to demonstrate their school spirit and pride is by wearing clothing and using other insignia merchandise such as banners, decals, class and alumni rings, glassware, etc., that display the school name. Barnes & Noble will offer a range of clothing and insignia merchandise that is appropriate for your campus.

As the leading buyer and seller of clothing and emblematic merchandise in the college market, our merchandising staff keeps attuned to the latest fashion trends and product developments. They attend all major merchandise shows and meet regularly with individual vendors throughout the year. In fact, new fashion items and products are often test marketed in select Barnes & Noble stores to gauge student response before being introduced to the general college market. The actual purchasing decisions, however, are always left up to the individual store managers.

Exclusive Seller of Emblematic Products and Supplies

We would request that the Florida International University Bookstore be the exclusive on-campus seller of emblematic products and supplies typically sold in college bookstores, such as clothing, class and alumni rings and jewelry, educational supplies, notebooks, stationery, desk and room accessories, gift items and all such items bearing the Florida International University emblem, logo or insignia. Barnes & Noble recognizes that the Alumni and Athletic Departments are vendors of this product. We will continue to honor these relationships.

Cap and Gown Rentals and Sales

Barnes & Noble coordinates the rental and/or sale and distribution of academic robes for faculty and graduating students on the campuses we serve. We would request that the bookstore be designated the exclusive agent for the rental and/or sale of caps and gowns and commencement invitations on your campus.

Convenience Store / Marketplace

In the newly renovated store (see Renovation section) we will totally redesign and expand this marketplace. The mezzanine section will be relocated to the cafe leaving a large area to add a variety of products students have been seeking.

Promotions

We will feature special promotions throughout the year in your bookstore. Following is a list of topics for 1999/2000 from which our store managers will select one or more monthly book promotions for their stores.

• Trade Book Promotions

September:

Back to School

Banned Books Week

Jewish New Year

National Literacy Month

October:

Columbus Day

National Storytelling Month

Halloween

November:

Election Day

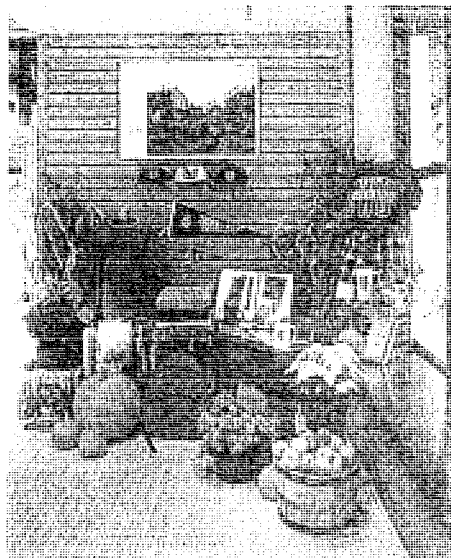
Thanksgiving

National Children's Book Week

December:

Textbook Buyback

Holiday Season



January:
Back to School

February:
President's Day
Valentine's Day
African-American History Month

March
St. Patrick's Day
National Women's History Month
Small Press Week
Spring Break

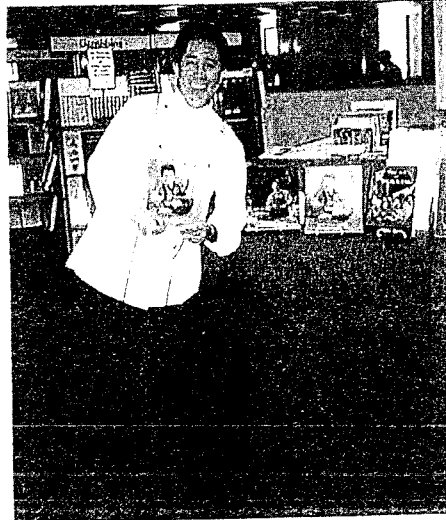
April:
Easter/Passover
Academy Awards
Earth Day
National Poetry Month

May:
Textbook Buyback
Graduation
Summer Solstice
Mother's Day
Cinco de Mayo

June:
Father's Day
Beach Reading

July:
Independence Day

August:
Freshman Orientation



• Seasonal Programs and Promotions

In addition to the monthly book promotions noted above, we also feature seasonal non-book promotions in our stores. Following are the non-book seasonal promotions available to all stores during this academic year.

1. Back To Class Program

A. "Back to Class" AT&T Sweepstakes

Our Fall "Back To Class" promotion is sponsored by AT&T. This means that AT&T is the title sponsor to our overall "Back To Class" theme. In addition, AT&T is sponsoring a major promotion and sweepstakes to promote their new prepaid telephone calling cards. This exciting event was created exclusively for Barnes & Noble campus bookstores by AT&T.

B. "Back To Class" Promotional Materials

Each of the "Back To Class" promotions is supported by promotional materials including the following:

- Window banners
- Hanging ceiling signs
- 7 x 11 P.O.P. signs
- Sweepstakes posters
- Ballot boxes
- Entry forms
- Special Sprint Displays
- 14 x 22 posters
- Ad slicks

C. Back To Class Merchandise Sale

The following merchandise is featured in our "Back To Class" Merchandise Sale:

		<u>Regular Price</u>	<u>Special Price</u>
Houghton Mifflin	College Dictionary	\$22.95	\$15.95
Four Point	Diskwallet With 2 Free Disks	\$6.99	\$3.99
At-A-Glance	Academic Student Planner	N/A	\$5.99
Straedtler	Textmarker	\$1.79	\$0.99
Sanford	4 Pack Major Accent Highlighter	N/A	\$1.99
At-A-Glance	Academic Planner - Imprinted	N/A	\$2.99
Day Runner	Academic Organizer	\$12.00	\$9.99
Hazel	Imprinted Pad Holder	\$13.99	\$9.99
Eveready	4 Pack AA and AAA Batteries	\$5.29 - \$5.49	\$3.29
Payne Pub.	Imprinted Academic Calendar 11 x 8 1/2	N/A	\$1.99
Payne Pub.	Imprinted Pkt Calendar or Address Book	N/A	\$1.29
MV Sport	Advantage Reversible Jacket	\$69.98	\$49.99
MV Sport	Perfect Sweat Procut Sweatshirt	\$37.98	\$29.99
MV Sport	Mesh Short	\$24.98	\$17.99
Russell	100% Cotton T-Shirt	\$15.98	\$11.99
University Square	Cotton Twill Unstructured Cap	\$14.98	\$10.99
K&M Nordic	El Grande 15 oz. Mug	\$5.95	\$4.49
Boone	Dry Erase Ultralight Board 9 x 11	\$7.99	\$5.99
Eastpak	Cordura Pack-Padded Shoulders & Back	\$39.98	\$29.99
Jansport	Big Student Pack	\$49.98	\$39.99

2. Celebrate The Season

Our "Celebrate the Season" merchandise runs from Thanksgiving through Christmas. Following are the items featured:

		<u>Regular Price</u>	<u>Special Price</u>
U-Trau	100% Cotton Tee	\$15.50	\$11.99
Gear	100% Cotton Pique Polo	\$39.98	\$29.99
Gear	9 1/2 oz. Saddle Shoulder Crew	\$37.98	\$28.99
Jansport	Full Chest Embroidered Sweatshirt	\$44.98	\$34.99
High Sierra	High Sierra Polar Fleece	\$69.98	\$49.99
U-Trau	Flannel Boxer Shorts	\$17.50	\$11.99
It's All Greek	12 Inch Cuddly Critters	\$19.95	\$14.99
K&M Nordic	20 oz. Big Daddy Ceramic Mug	\$6.50	\$4.99
Atapco	Medallion Pad Holder and	\$21.49	\$15.99

3. Barnes & Noble/Pepsi Halloween Promotion

Halloween has become a tradition of fun and excitement at Barnes & Noble. This year our main Halloween event is a sweepstakes promotion sponsored by Pepsi Cola, our exclusive resource for soda and carbonated beverages. In all stores selling soda, a promotional display with special signage and sweepstake applications is set up in a high traffic location. Each store has at least one local sweepstakes winner. In addition, a grand prize winner is also selected from all applications submitted. Our Halloween sweepstakes and party are an exciting part of our annual promotional program.

4. Great Values

Our Great Values Program is refined each year with new merchandise to reflect our customers' and stores' changing needs. The purpose of this program is to pass along value and savings to our customers and to ensure that our stores are competitively priced in every market.

Barnes & Noble's Great Values Program is separate and distinct from our seasonal theme promotional programs. The Great Values Program runs for the entire academic year and offers highly competitive pricing on select merchandise. This year 26 items are included in the Great Values Program. For each item there is a Great Values sign that each store can display throughout the year.

Our Great Values items for this school year are as follows:

<u>Supplier</u>	<u>Description</u>	<u>Comparative Value Price</u>	<u>Great Value Price</u>
M. Webster	Dictionary	\$5.99	\$4.99
M. Webster	Thesaurus	\$4.99	\$3.99
Ampad	3 Pack Pads - Canary & White	\$3.57	\$2.79
Ampad	Filler Paper / 300 ct - College Ruled	\$3.69	\$3.29
Ampad	Filler Paper / 300 ct - Narrow Ruled	\$3.69	\$3.29
Sanford	Jumbo Highlighter	\$0.99	\$0.59
Mead	Composition Books 80-100 sheet	\$1.99	2 for \$3.00
Mead	Special Value Notebooks - 1 sub	\$1.29	\$0.89
Mead	Special Value Notebooks - 3 sub	\$1.99	\$1.49
Mead	Special Value Notebooks - 5 sub	\$3.29	\$2.49
United Supply	Bic 10pk. Classic Stick Pens	\$1.99	\$1.79
United Supply	Bic 10pk. Mechanical Pencils	\$3.99	\$3.69
Champion	Hewlett Packard Ream Paper	\$7.99	\$5.99
Eastpak	Cordura Backpack	\$29.99	\$22.99
MV Sport	100% Cotton 5.5 oz Tee - All Colors	\$14.50	\$9.99
MV Sport	9 oz. 50/50 Crewneck	\$27.50	\$19.99
MV Sport	80/20 Perfect Sweat Pro-Cut	\$39.98	\$29.99
MV Sport	Advantage Jacket	\$74.50	\$49.99
MV Sport	Mesh Shorts	\$28.98	\$17.99
Jansport	100% Cotton T-Shirt	\$20.98	\$14.99
Jansport	100% Cotton Long Sleeve T-Shirt	\$26.50	\$19.99
Jansport	50/50 Fleece Crewneck	\$32.50	\$24.99
Jansport	80/20 Fleece Crewneck	\$42.98	\$32.99
Jansport	95/5 Fleece Cross Grain Crew	\$45.98	\$36.99
Jansport	50/50 Fleece Pocket Sweatpant	\$31.98	\$24.99

E-Commerce Programs

The collegiate market is under siege. Never before in the history of this business have all bookstores been challenged by outside sources.

Utilizing the combined resources of our College, Retail and Internet companies, Barnes & Noble has developed a strategy that competes in every market.

Our offerings include:

- Florida International University Website
 - ...on-line textbook delivery
 - ...on-line textbook reservations
 - ...Golden Panther Merchandise Catalog
 - ...Faculty on-line adoptions
 - ...campus author section
- www.textbooks.com
- Academic Bookstore Emporium
- Rocket eBook
- Marketing the Rocks and Mortar

Following is a description of each of these programs.

Florida International University Bookstore Web Site

Our World Wide Web sites (www.bkstore.com) offer an array of services for the whole campus community, including students, faculty, alumni, and parents. Here are just a few of the services we are currently offering at the Florida International University Bookstores:

- Faculty place textbook adoptions.
- Students are able to reserve their textbooks on-line and pick them up in the bookstore when they arrive back on campus. This feature gives students early access to used books.
- Students are able to order their textbooks on-line for delivery to their home, office or dorm. This service allows the busy student convenient and easy access to their course materials.
- Students and faculty are able to access a specially designed version of barnesandnoble.com, the Academic Bookstore Emporium. This emporium (of 8 million titles) has been created to showcase academic titles of particular interest to the higher education community.
- Parents and alumni are able to order their favorite emblematic clothing or gifts on-line.
- Faculty and their publications are profiled in the special Florida International University Faculty Authors sections. These profiles will include complete book descriptions and professor curriculum vitae.
- Bookstore and campus-wide events, such as author signings, are promoted on the site.
- Your campus community is able to communicate with the store management team via a feedback tool.
- All purchases made through the Florida International University bookstore website will be credited as bookstore sales and are commissionable.

The following pages represent the Florida International University website and demonstrate the flexibility of this site.

Welcome
to the



Florida
International
University

B O O K S T O R E

..... * General Information

..... * Information For Faculty Members

..... *Online Course Book Information Request Form*

..... * Faculty Authors

..... ^ Textbook Information

..... *Online Textbook Reservations For Students*

..... * Student To Student

..... * Special Events

..... * Merchandise

..... * Software

..... * General Books

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..... * FIU Home Page

*Your online bookstore
is pleased to offer
a variety of services
supporting the alumni
and individuals
of this academic
community.*

Barnes & Noble College Bookstores, Partners in Progress for the FIU Bookstore.

This site is best viewed with
Netscape Navigator 2.0 or later.



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Bookstores, Inc.



FIU Bookstore

General Information

Store Hours

[General Information Menu](#)

Our normal hours are as follows:

	Regular Hours	Summer Hours
Monday	9am - 7:30pm	9am - 6pm
Tuesday	9am - 7:30pm	9am - 6pm
Wednesday	9am - 7:30pm	9am - 6pm
Thursday	9am - 7:30pm	9am - 6pm
Friday	9am - 4pm	9am - 3pm
Saturday	10am - 2pm	Closed
Sunday	Closed	Closed

Contact Information

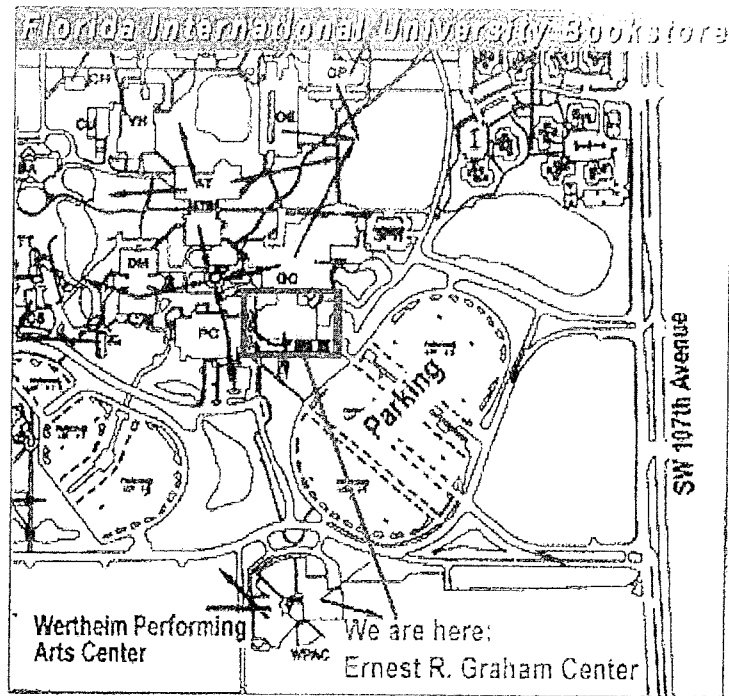
[General Information Menu](#)

- Phone: 305-348-2691
- Fax: 305-226-6591
- Email: fiu@bkstore.com
- Address: Florida International University Bookstore ~ University Park Campus ~ 11000 SW 8th Street ~ Miami, FL 33174

Our Location

[General Information Menu](#)

The Florida International University Bookstore is located in the Graham University Center.



Book Buyback Policy

[General Information Menu.](#)

Please refer to our [Textbook Page](#) for information on our book buyback policy.

Refund Policy

[General Information Menu.](#)

We will be happy to issue a textbook refund for books returned with a valid receipt within the first two weeks of classes (or the first week of the summer terms).

1. Special course sessions may have unique refund timeframes, please see the Store Manager for details.
2. Outside this timeframe, a signed add/drop slip is required in addition to the valid receipt.
3. Textbooks must be in original condition.
4. Refunds will be given in original form of payment.

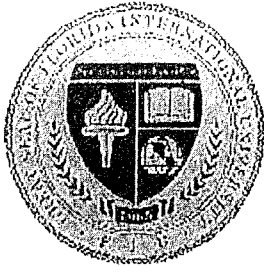
We are sorry we cannot issue textbook refunds without a valid bookstore receipt.

All merchandise other than textbooks may be refunded anytime with a receipt. Without a receipt, a merchandise credit will be issued at the currently selling price. Cash back on merchandise credits will not exceed \$10.00. All merchandise must be in original condition.

Exceptions: Custom course materials, outlines, study guides, magazines and prepaid cards. Software must be unopened for exchange or refund. Open software may be exchanged for the identical item only.

Forms of Payment

[General Information Menu.](#)



FIU Bookstore

Faculty Information

[Welcome to Your Bookstore](#) | [About Textbooks](#) | [Online Course Book Information Request Form](#) | [Ordering Coursepacks](#)
[How To Get Desk Copies](#) | [Other Services](#) | [Florida International University Faculty Authors](#)

Welcome to Your Bookstore

[Faculty Information Menu.](#)

We offer a wide range of products and services specifically for your convenience. These include customized course pack compilations, academically priced software, an extensive selection of general reading titles, access to Books in Print and free special orders. Details about these services and our other activities follow. If you have questions, please do not hesitate to contact the bookstore manager.

About Textbooks...

[Faculty Information Menu.](#)

Course Book Information Request Forms

We are happy to take your Course Book Requests for the upcoming term. Please complete our [online Course Book Information Request Form](#) and submit. Once your information is submitted, we will send you both a printed confirmation of your request and an email confirmation within **3 business days**. We hope this process will make preparation for the upcoming term easier for you.

Book Orders: Why They Are Needed Months In Advance

Our goal is to make sure that textbooks are on the shelves on time and in the right quantities. To achieve that goal we undertake a time-consuming research and procurement process. The earlier we have complete information in hand, the better are our chances for success.

We always provide a mix of both new and used books, new for students who prefer pristine texts and used for more budget-conscious students. When you request a book for your course, store personnel go to several sources of supply to find copies of the title. (They do this for each title you request and for thousands of other requested titles.) The bookstore checks with publishers and distributors to obtain new books and buys used copies from students and used book wholesalers.

We provide used books as a service for budget conscious students. The opportunity to sell back textbooks they do not want to hold for future reference helps them financially, as does access to used texts. This student buyback process requires a great deal of advance preparation by the bookstore.

The new editions of standard texts and new titles that you request are sourced directly from publishers. Since publishers do not keep large inventories, titles can be out of stock -- and it may be a while before they are reprinted. An adequate lead time increases the chances that out of stock titles, delivery problems and other delays will not prevent us from having your books on the shelves right when classes begin. Advance notice is especially important for foreign books, which frequently take longer to arrive.

To Speed Up The Process

We are happy to accept your book requests piecemeal. If you are not sure of all the books you will need for a course,

submit the titles that you do know. Just note on the request form that more titles may be requested later and send in another list as soon as you have made your decisions. It is very important, however, that you do not include titles that you may not end up using for the course.

Also, please let us know if your class size changes or if the department adds sections. If we are not aware that you have moved to a larger classroom or that the registrar will be admitting more students than initially indicated, we may run out of books and have to reorder.

How We Determine the Quantity of Textbooks to Order.

Faculty Information Menu.

We strive to have, at minimum, enough books for everyone who wants one, at Rush. To achieve this goal, we carefully review all the information we have available to us. This includes the quantity you want, the sales history of both the book and the course, and pre-enrollment figures (if meaningful on the campus). We do not adjust the quantity you request arbitrarily. Our thorough examination process is used to determine the number of books that will fulfill the needs of every student who wishes to buy the book. At the same time, we strive to reduce the number of excess books sent back to the publishers. Publishers assert that there is a direct relationship between the high costs of handling excess books (returns) and high priced textbooks. By trying to have at least enough books for everyone who wants one, without tremendous excess, we hope to help publishers curb the steep rise in textbook prices.

Coursepacks: Why Request One In Advance? And, Why They Tend To Be Expensive...

Faculty Information Menu.

There is more to coursepacks than meets the eye. In accordance with federal law, copyright permission must be obtained for copyrighted citation included in the coursepack. This is a process that demands a lot of legwork. Permissions are held either by publishers or individual authors, and royalties generally must be paid to the rights holder.

Often, title rights are sold from one publisher to another or ownership reverts from a publisher or a succession of publishers to the author, who is not always easy to locate. The process of tracking down the copyright holder and then obtaining permission is generally laborious, and many publishers require as much as eight weeks advance notice of a request for permission to copy from a work. Obtaining permissions for thousands of citations is both time and labor intensive.

Coursepack prices are determined by the cost of publisher royalties plus fees for photocopying and labor costs associated with obtaining copyright permissions. Royalties and labor costs vary from pack to pack.

While it might seem a more expedient solution to simply copy material without notifying the author(s), doing so would run counter to academic ethos of respecting the work, ideas and intellectual property of authors. It also would violate the legal rights of the author or publisher.

It is essential that you request your coursepacks at the same time that textbook information is requested. This leaves us plenty of time to handle any copyright-related obstacles that arise and helps us to have coursepacks ready when students need them.

How To Get Desk Copies

Faculty Information Menu.

We can help you get desk copies from publishers. Desk copies are typically available directly through the publishers. This allows them to establish their own relationships with faculty, and gain better knowledge about the titles that are for classroom use. ("Desk copies" differ from "complimentary copies," which publishers send to faculty members to introduce them to a particular textbook.)

To make it easy for you to order desk copies, we send desk copy order forms to your department and we keep a supply at the store. To ensure that your desk copy arrives on time, it is a good idea to mail your request at approximately the same time as you request your course books (or at least 5 months before classes begin). Another way you can obtain desk copies is by writing to the publisher on school letterhead. We would be happy to provide you with a directory of publishers' addresses and phone numbers to assist you in this process.

In those instances when publishers will not provide desk copies, or if your desk copy has not arrived by the time you need it, we will loan you a copy of the book. When we supply the book, we will either charge your department directly (with their permission) or charge your credit card account. Of course, when you return the book we will immediately credit either your own or your department's account.

The following are a number of the many services we provide to our community. To inquire about them, please contact the store manager.

Other Special Services From Your Bookstore

Faculty Information Menu.

Free Special Orders

We will special order any book currently in print for our customers, free of delivery or service charges. We welcome phone, fax, mail or e-mail orders.

Faculty Authors

Please notify us when a book of yours is published. We not only carry a full selection of books by campus authors, we can also arrange book signings and pre-publication receptions. Please visit our [Faculty Author Page](#), proudly highlighting some of our published faculty members.

Special Book Requests

If there is a title you would like to see offered by the bookstore, we will be pleased to stock it at your request.

Bibliography Compilation

The bookstore can prepare title bibliographies for classes you are teaching or for academic research purposes. **For example:** if you would like a list of newly published titles in biology, just ask.

Foreign Books

We deal with many distributors who can help us source books published by foreign presses. Please call us for assistance with ordering foreign books.

Software At Educational Prices

We can help you complement your academic and personal objectives with the latest software -- at educational discount prices. Our software selection is geared specifically to the academic mission of the campus. We offer highly specialized academic products as well as standard, popular programs.

In addition, we would be pleased to help you locate CD-ROMs to enhance your classes with or to have for your own use. We will also be keeping abreast of new technologies as they emerge, and will share the benefits of those new resources with you as they become available.

Technical Supplies

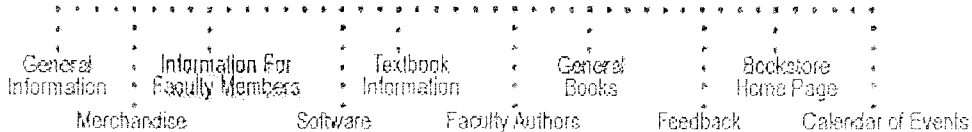
We will stock any technical material you may need for your course, whether it is drawing paper, test tubes, sequins or surgical kits.

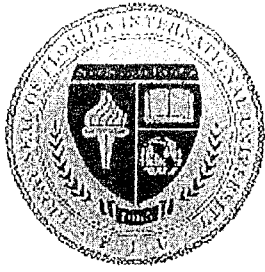
Gifts & Rewards

The bookstore offers an array of high-quality gift items including clothing, pens and other items imprinted with the campus logo. In addition, we have greeting cards, gift books, dorm furnishings and many other items. We also offer an elegant, high-end line of recognition products for awards and gift-giving occasions.

School Supplies

Mailing supplies, school supplies and business accessories such as portfolios, briefcases and organizers are always in stock. Computer supplies such as diskettes, mouse pads and printer paper are available as well.





FIU Bookstore

Course Book Information Request

Attention Instructors: You can now conveniently send us your course information online.

Helpful Hints:

- If you've entered your name and information before, note that we will search for an **exact match** of your name in our database.
- If this is your first time entering your name and information, you can make things easier to remember next time by leaving out extra characters like periods(.), commas(,) and dashes(-).
- Enter your complete first name and last name only. Leave out titles like "Prof.", "Mrs.", "Dr." and "Mr."

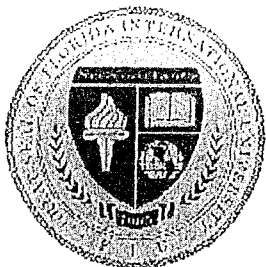
Please begin by completing the information below. When you're done, press **submit** to continue with your course book information.

NOTE: If you are using this online service for the first time, please select the checkbox.

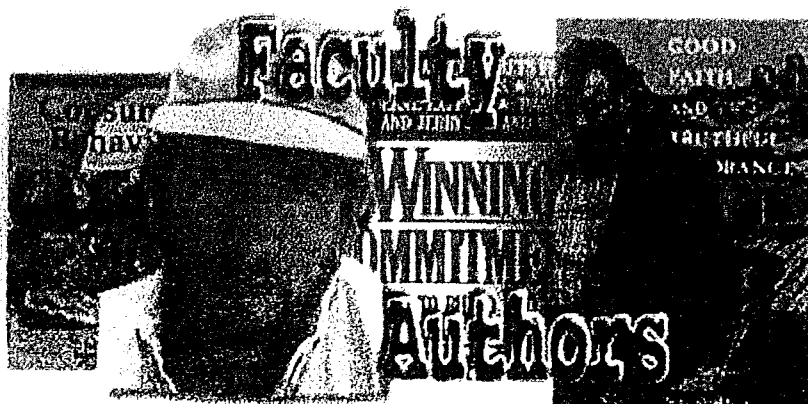
Enter Your First Name:

Enter Your Middle Initial:

Enter Your Last Name:



Florida International University



The faculty of Florida International University are renowned for their scholarly writing, producing leading textbooks as well as best-selling fiction and non-fiction. We are pleased to present a sampling of their work. Check back often for new additions and updates and visit the special faculty section of the FIU Bookstore.

- [Cook, Noble David](#)
- [Cox, Ronald W.](#)
- [Gay, L.R.](#)
- [Dessler, Gary](#)
- [Donnelly, Richard](#)
- [Gallagher, Jo D.](#)
- [Griffith, Ivelaw L.](#)
- [Gewirtz, Jacob L.](#)
- [Hall, James W.](#)
- [Hauptli, Bruce W.](#)
- [Janesick, Valerie J.](#)
- [Kurtines, William M.](#)
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- [Maidique, Modesto A.](#)
- [Mendoza, Ramon G.](#)
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- [Queral, Magaly](#)
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Merchandise Software Faculty Authors Feedback Calendar of Events

James W. Hall



JAMES W. HALL has a B.A. from Eckerd College, an M.A. from Johns Hopkins University, and a Ph.D. from the University of Utah. He is the bestselling author of *Under Cover of Daylight*, *Tropical Freeze*, and *Bones of Coral*. He is also the author of four volumes of poetry, including *False Statements* and *The Mating Reflex*, and one collection of short stories. He lives with his wife, Evelyn Crovo, in southern Florida.

"If you love your suspense done by a master of well-crafted prose, don't miss James W. Hall's *Hard Aground*!"

- Tony Hillerman

From James W. Hall, best-selling author of *Bones of Coral*, comes a haunting new novel that sizzles with greed, lust, and murder, as it brilliantly evokes the secrets, betrayals, and family legacies that can either destroy or redeem.

Set in the crime-ridden waters of southern Florida, *Hard Aground* tells the story of Hap Tyler. A tour guide and part-time sailboard builder, Hap is a man without direction, adrift in the teeming sea of life--until his brother Daniel's brutal murder shocks him out of his inertia. Hap's quest to find Daniel's killer leads him into a Miami rife with vice and violence--and into a sexually charged affair with crusading journalist Marguerite Rawlings. Haunted by her own family skeletons and a painfully unresolved relationship with her famous senator-mother, it is Marguerite who will toss Hap the lifeline he needs, and help him come to terms with his troubled existence.

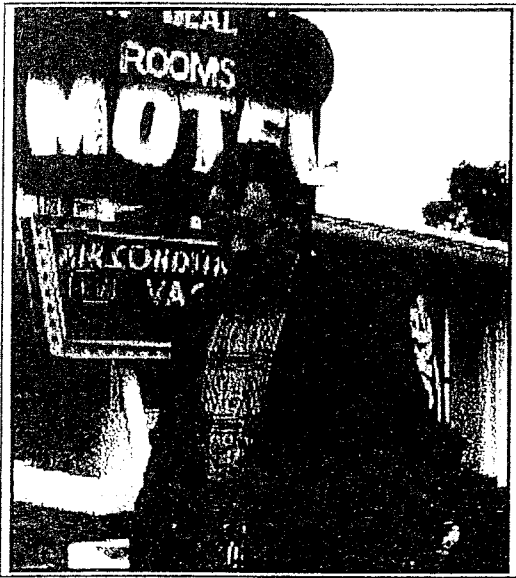
Intricately interwoven into this powerful story of self-discovery and long-buried secrets--and poised in poetic counterpoint--is a wild and raucous search for sunken treasure. Here, a host of colorful characters scramble to score off a deepsea fortune buried beneath the Miami surf. The novel packs a mean, stinging wallop when these two plot lines converge and collide in a stunning, unforgettable climax.

Hard Aground is a fiendishly clever invention of mythic--and murderous--proportions, as Hall ruthlessly rips away the drop cloth of civilization to lay bare the foibles and follies, amorality and avarice, hilarity and heartbreaking nobility at the sniveling, snarling, savage heart of man.



Back to the [Faculty Author Listing](#).

Les Standiford



LES STANDIFORD spent several seasons in Utah as a carpenter's apprentice and as many more in right field for a variety of less than primetime teams. He is a past recipient of the Frank O'Connor Award for Short Fiction and of a National Endowment for the Arts Fellowship in Fiction. He is currently director of the creative writing program at Florida International University in Miami, where he lives with his wife, Kimberly, and his three children, Jeremy, Hannah, and Alexander.

"[Standiford] gives great South Florida crime story... **Done Deal** has a grand payoff. I loved it, and you can quote me."

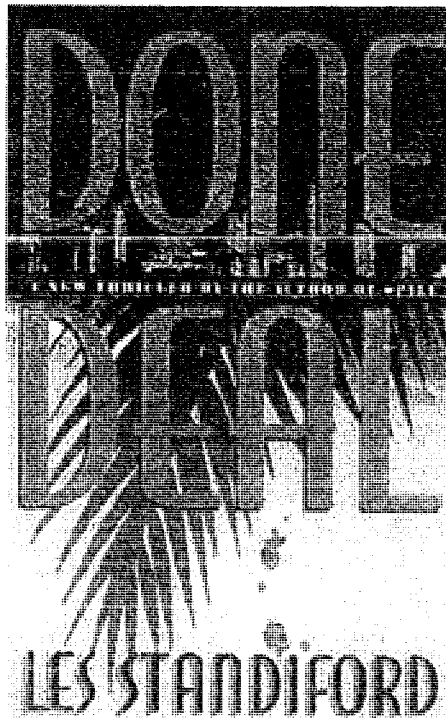
- Stephen King

In this absorbing new thriller by the author of **Spill**, the lives of a young Miami couple are shattered when they step into the path of some major league criminals who'll do anything to pull off the scam of a lifetime.

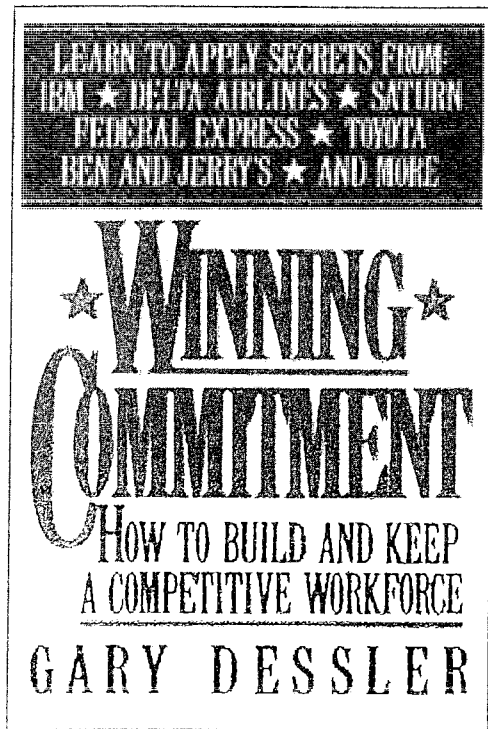
Johnny Deal is a down-on-his-luck building contractor, struggling to revive his once-thriving family business in the new Miami. For Deal, raised on such quaint notions as a day's work for a day's pay and owning up to your mistakes, the transformation hasn't always been easy, not when he's trying to survive in a real estate glut.

Still, he owns one piece of land free and clear, the fourplex he's building there is almost finished, and his wife, Janice, is finally pregnant after years of trying. The city too is engaged in a campaign of renewal, pursuing a baseball franchise that will bring America's pastime to the tropics. To Deal, a former college ballplayer, this campaign is a gentle suggestion that things may, at last, be going his way.

Then Deal's luck runs completely dry. Janice is driving his car when she's forced off the precarious bridge that spans a rushing outlet from the Intracoastal to the Atlantic. The police find the car but not the body, and Deal is devastated because he knows it was supposed to be him in the car. When he learns that the killing is tied to one man's scheme to profit off Major League Baseball's arrival in Miami--and that Deal has been standing right in the way--the result is a single-minded quest for vengeance full of surprises, high-level chicanery, and a firestorm of violence that will change Deal's life and the city he loves forever.



Gary Dessler



In the challenging business climate of the 1990s, the company that can rely on a staff of truly committed employees--people who identify with and support the company and its goals--has a huge advantage over its competitors when it comes not only to productivity and job performance, but also to the creativity and employee initiative needed in these competitive times. When staying competitive increasingly requires responsiveness, flexibility, and a dedication to quality products and service, there is often no substitute for committed employees, employees who treat the organization and its customers or clients like their own. And yet, paradoxically, just as the need for it is rising, employee commitment is becoming harder to achieve. Burned once too often by a rash of corporate downsizings and restructurings that have seen tens of thousands of workers terminated in the last few years, many employees today simply don't bring the same levels of caring, involvement, and loyalty to an organization that previous generations of workers did--or indeed that they did just several years ago!

Fortunately, some of America's leading and most progressive companies have found effective ways to develop and maintain highly motivated and committed workforces even in these belt-tightening times. This unique book takes you behind the scenes of 10 such companies--Saturn Corporation, Delta Airlines; Federal Express; Toyota Motor Manufacturing, U.S.A.; Goldman, Sachs; Publix Supermarkets; IBM; Mary Kay, J. C. Penney; and Ben & Jerry's.

Also by Professor Dessler:

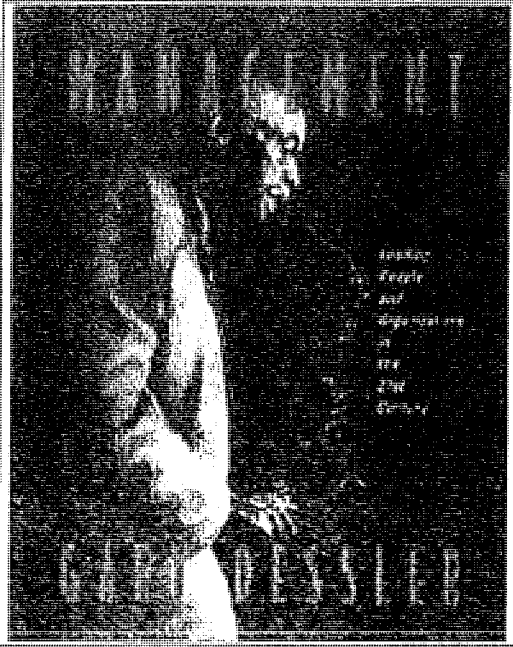
- [Management: Leading People and Organizations in the 21st Century](#)

[Return to Professor Dessler's Main Page.](#)

[Back to the Faculty Author Listing.](#)

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College Bookstores, Inc.

Gary Dessler



Bill Gates recently discovered that Microsoft's basic focus on providing operating software for small computers was becoming dangerously outmoded. Users were increasingly using the Internet for computer assistance, and investors, seeing the Internet's popularity, briefly depressed Microsoft's stock while boosting Netscape's. In response, Gates tapped the enormous intellectual capital and flexibility of his huge firm. In less than a year he reoriented his company's strategy around the Internet, reorganized around new Internet-product oriented teams, and led a corporate transformation that virtually recreated his huge company and its product line, triggering a firestorm of opposition from competitors and regulators in the process.

Microsoft's transformation is one example of the changes in managing organizations taking place today. Globalization, deregulation, and technological advances mean that today's organizations must respond quickly to change if they are to thrive in intensely competitive environments. To achieve this responsiveness and competitiveness, new management methods and philosophies have emerged, such as boundaryless organizations, team-based structures, scenario planning, transformational leadership, and commitment-building to supplement conventional control devices. Managing--leading people and organizations in 21st century businesses--will depend on maintaining open, communicative, and responsive organizations, in large part by relying on the firms' human capital. It is this point of view that provides the foundation for this book.

This book provides students with a practical and concrete explanation of the management concepts and techniques they will need to manage today's new organizations. It is intended for use in undergraduate or graduate courses in management or in courses that combine management and organizational behavior. Adopters will find that the book's outline follows the familiar "planning, organizing, leading, controlling" process format, and that its contents and continuing themes stress the leading-edge management concepts and techniques that students will need to manage today's and tomorrow's organizations.

-From the Preface

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College Bookstores, Inc.

Magaly Queralt



Magaly Queralt is currently a Professor at Florida International University.

This book has been written with attention to the 1992 Curriculum Policy Statements for Baccalaureate and Master's Degree Programs of the Council on Social Work Education (CSWE) in the area of human behavior and social environment (HBSE). Within social work programs, it is suggested that it be used during the first semester of a two-semester HBSE curriculum, with the second semester to be dedicated to the study of individual development and behavior through the life course.

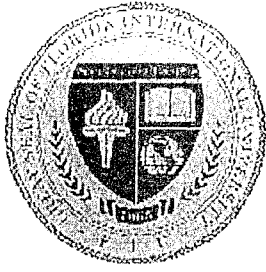
A central objective of **The Social Environment and Human Behavior** is to give balanced attention to the social contexts within which people function--families, small groups, organizations and institutions, communities, societies, and cultures. In accordance with the book's subtitle, **A Diversity Perspective**, the book gives prominence to factors such as culture/ethnicity, socioeconomic status, race, gender, and sexual orientation. The thorough and up-to-date knowledge base provided about the social environment and about diverse cultural groups will prove useful to anyone working and living in a multicultural society. This knowledge is of critical importance to those considering a career as human service practitioners.

This work is the culmination of 27 years of professional experience in the human services, including over 20 years developing and teaching graduate and undergraduate social work courses in HBSE. Written with awareness of and sensitivity to practice issues, **The Social Environment and Human Behavior** communicates in a simple and straightforward manner the enormous range of current knowledge about the social environment necessary for the culturally competent beginning practitioner in the human services. It assumes a minimum background of knowledge in the social and behavioral sciences such as that normally derived from college introductory courses in sociology and psychology.

-From the Preface

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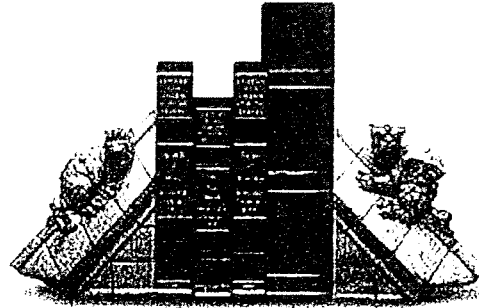
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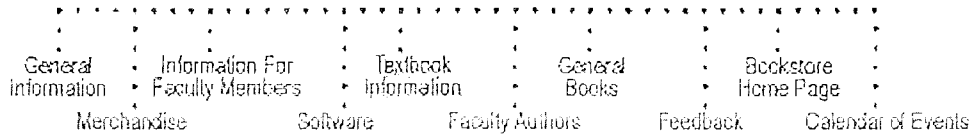
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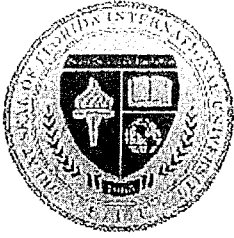
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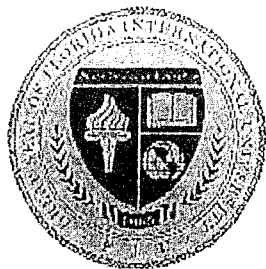
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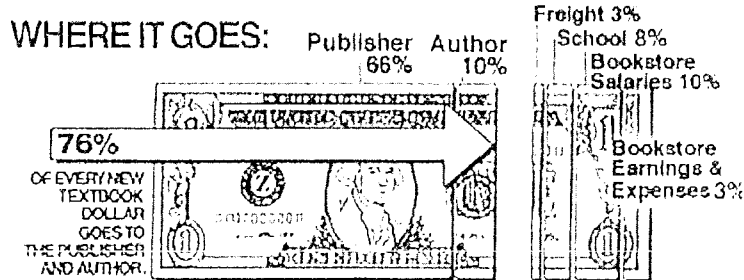
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New \$40 textbook	\$	%
1. Publisher	\$26.40	66%
2. Author	4.00	10%
3. Freight Company	1.20	3%
4. Revenue given to college or university for academic programs, student activities, and/or reduction of school operating expenses	3.20	8%
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TOTAL	\$40.00	100%

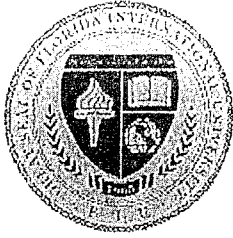


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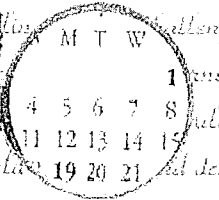
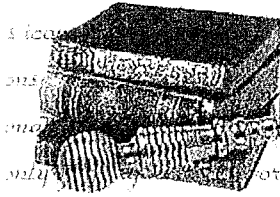
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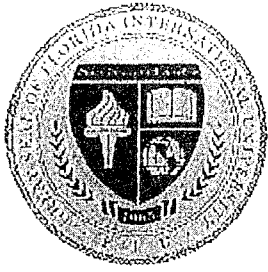
June 14 - 25	Summer B Registration Begins
June 18	Summer A Classes End
June 28	Summer B Classes Begin
June 28 - July 7	Independence Day Sale
July 5	University Closed. Independence Day Observed
August 11	Summer Classes End
August 2 - 13	Buy Back

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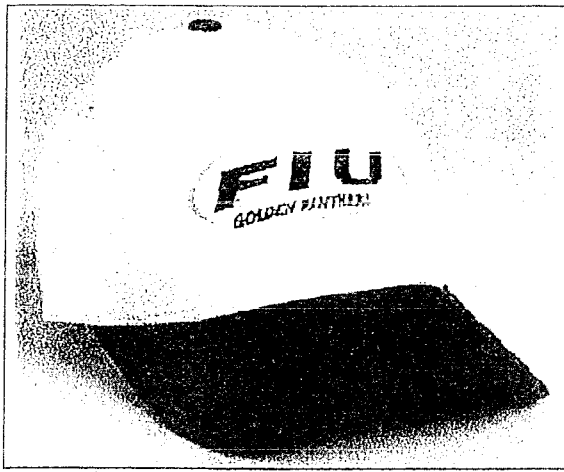
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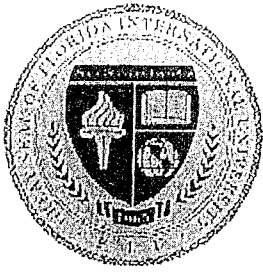
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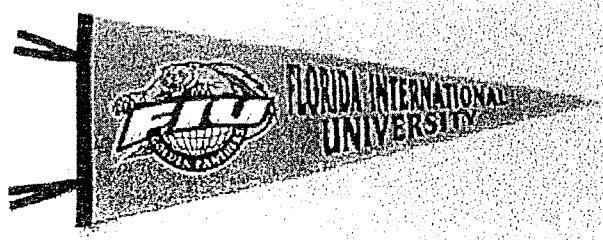
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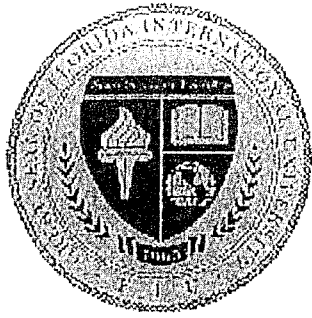
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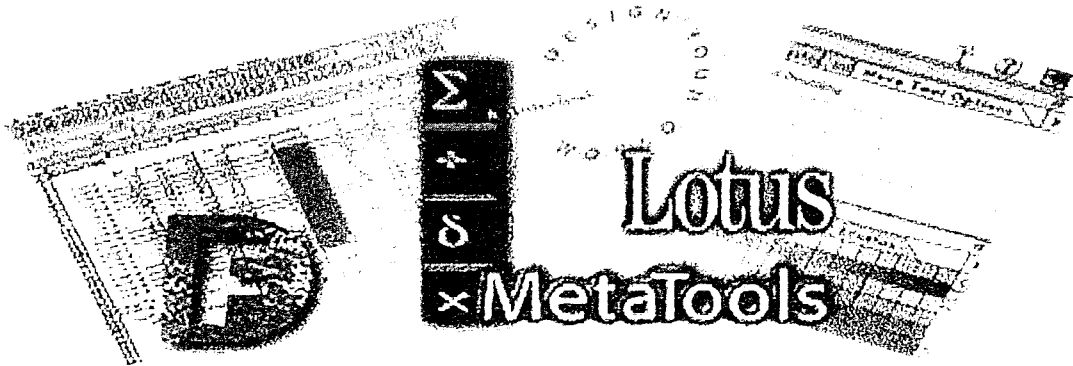


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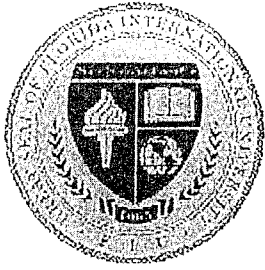
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*Reading is to the mind
what
exercise is to the body.*

SIR RICHARD STEELE
(1672-1729)

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Bestselling Fiction

Bestselling Fiction Titles on Campus
As of August, 1999

	<i>title</i>	<i>author</i>	<i>isbn</i>	<i>publisher</i>
1.	Hannibal	Harris	0-385-29929-X	Doubleday
2.	Memoirs of a Geisha	Golden	0-679-78158-7	Vintage
3.	Summer Sisters	Blume	0-440-22643-0	Dell
4.	Bridget Jones's Diary	Fielding	0-140-28009-X	Penguin
5.	The Pilot's Wife	Shreve	0-316-60195-0	Little, Brown
6.	I Know This Much Is True	Lamb	0-06098756-1	Regan Books
7.	Harry Potter & the Chamber of Secrets	Rowling	0-439-06486-4	Scholastic
8.	Harry Potter & the Sorcerer's Stone	Rowling	0-590-35340-3	Scholastic
9.	The Reader	Schlink	0-375-70797-2	Vintage
10.	Widow For One Year	Irving	0-345-42471-9	Ballantine
11.	White Oleander	Fitch	0-316-56932-1	Little, Brown
12.	Divine Secrets of Ya-Ya Sisterhood	Wells	0-06-092833-6	HarperPerennial
13.	Bag of Bones	King	0-671-02423-X	Pocket
14.	The General's Daughter	DeMille	0-446-36480-0	Warner
15.	The Street Lawyer	Grisham	0-440-22570-1	Dell

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Bestselling Non-fiction

Bestselling Non-Fiction Titles on Campus As of August, 1999

	<i>title</i>	<i>author</i>	<i>isbn</i>	<i>publisher</i>
1.	Angela's Ashes	McCourt	0-684-84267-X	Touchstone
2.	Guns, Germs, & Steel	Diamond	0-393-31755-2	Norton
3.	Tuesdays with Morrie	Albom	0-385-48451-8	Doubleday
4.	Shadow	Woodward	0-684-85262-4	Simon&Schuster
5.	A Walk in the Woods	Bryson	0-7679-0252-1	Broadway
6.	The Perfect Storm	Junger	0-06-101351-X	HarperCollins
7.	The Art of Happiness	Lama	1-57322-111-2	Riverhead
8.	The Greatest Generation	Brokaw	0-375-50202-5	Random House
9.	Our Dumb Century	Dickers	0-609-80461-8	Crown
10.	Falling Leaves	Yenmah	0-7679-0357-9	Broadway
11.	Real Boys	Pollack	0-8050-6183-5	Holt
12.	Midnight in the Garden of Good & Evil	Berendt	0-679-75152-1	Vintage
13.	Under the Tuscan Sun	Mayes	0-76790038-3	Broadway
14.	Into Thin Air	Krakauer	0-385-49208-1	Anchor
15.	The First World War	Keegan	0-375-40052-4	Knopf

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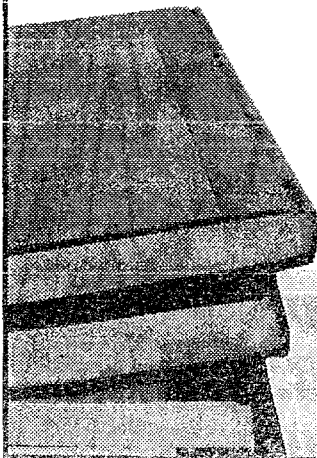
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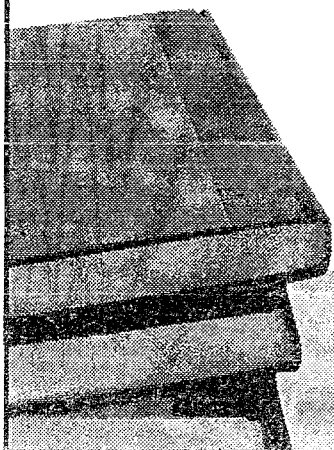
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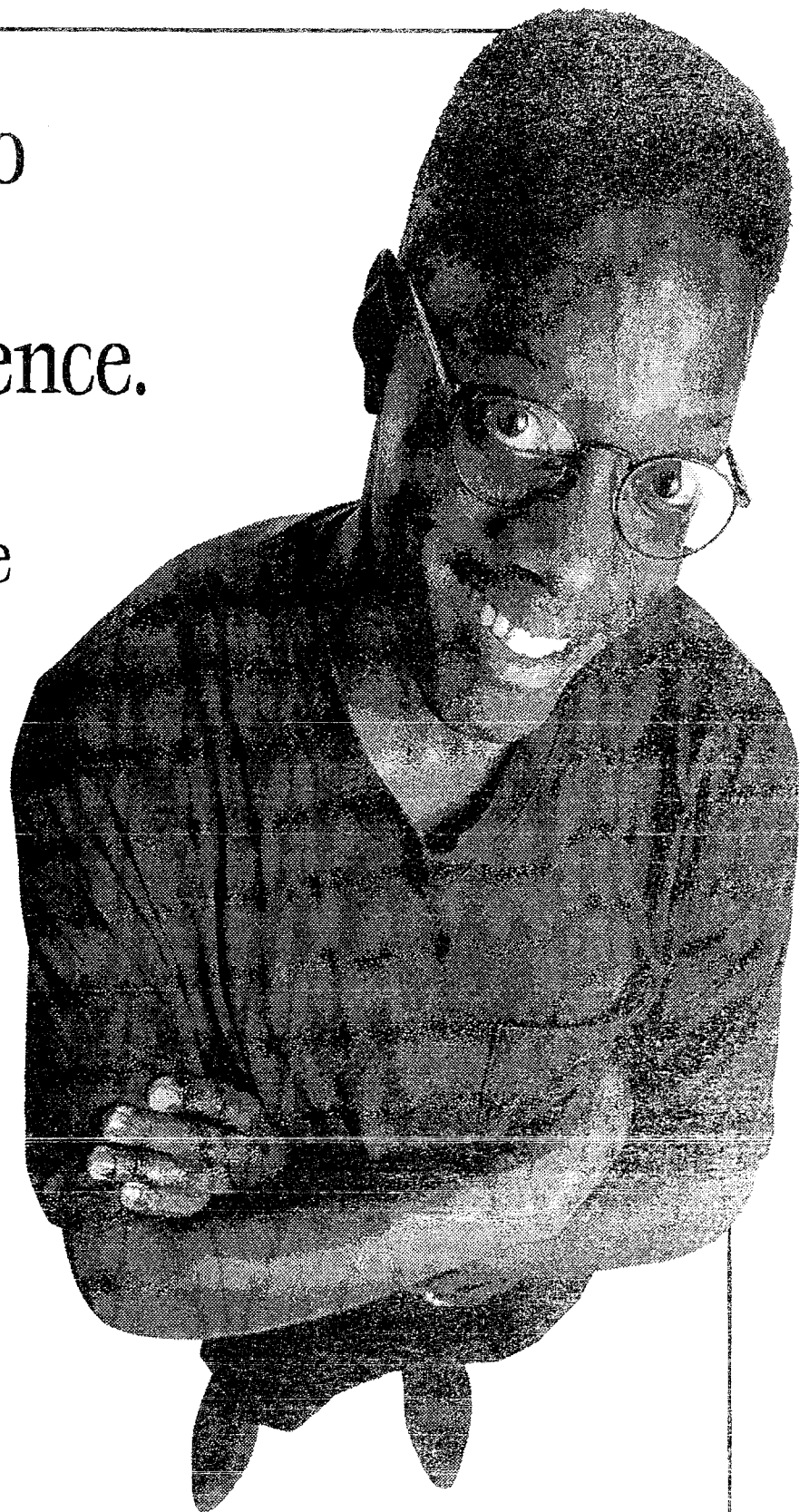


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Years of service within the academic community has given us the experience that our customers count on to prepare for campus life. You can rely on us for your new and used textbooks, and trust that our buyback policy is smart, practical, and pays the biggest bucks for your books.

Your bookstore . . .

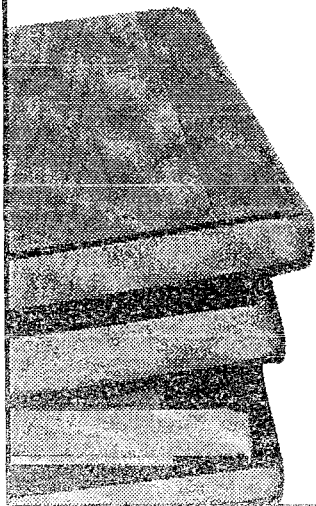
Our experience really stacks up!

if it's
on your mind



head
to
the
bookstore

We work closely with faculty to provide you with everything you need for class. From Anthropology to Zoology, our selection of textbooks, school supplies and study guides can't be beat. Stop by and let our knowledgeable staff help you prepare for a successful term!



Your bookstore . . .

Our experience really stacks up!

Operating Policies

Pricing Structure

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, return penalties or other surcharges.
Used Textbooks:	Used textbooks will be priced at 25% less than the new selling price.
Course Packs/ Non-Returnable Textbooks:	Course packs and textbooks purchased from publishers with restrictive, non-returnable text policies will be priced at up to a 30% gross margin.
Trade Books, Paperbacks, Technical, & Reference Books:	These books will be sold at publishers' list prices.
Bestsellers:	Bestsellers will be discounted at least 25% from the publishers' list prices.
Bargain Books/Publishers' Remainders:	These books will be discounted at least 30-80% from list prices.
School Supplies & Other Merchandise:	All school supplies will be priced at or below manufacturers' suggested retail prices or locally competitive prices.

Textbook Buyback Policy

Barnes & Noble will buy books in good, resalable condition back from your students under the following conditions and at the following prices:

- a. At 50% of the selling price if the bookstore has been notified that the book will be used the following term and we are not overstocked.
- b. In the absence of such notification, or if the book is not going to be used the following term or is to be replaced shortly by a revised edition according to an announcement of the publisher, we will buy back the book at the price listed in a current issue of the MBS Buying Guide, the guide with the highest prices in the book industry.
- c. At up to 25% of the selling price for pocket-sized or pre-priced paperbacks.

Methods of Payment

Barnes & Noble will accept cash, personal checks with appropriate identification, Golden Panther, American Express, Discover, Visa, and MasterCard credit cards.

Exclusive Agent for Financial Aid Transactions

We routinely handle charge accounts and financial aid vouchers associated with student aid programs. We would request to be designated the exclusive agent to process all financial aid transactions.

Refunds and Exchanges

Barnes & Noble maintains a refund policy that was developed with students' welfare in mind. We feel that a liberal policy is the best way to encourage repeat business. Our standard refund policy is as follows:

- a. **Textbooks:**
We will gladly issue refunds in the original form of payment for textbooks purchased at the Bookstore if returned in the original condition, with a valid receipt and within the first two weeks of classes or the first week of a summer term. At all other times, textbooks will be refunded with a signed add/drop slip.
- b. **General Merchandise:**
We will gladly issue refunds in the original form of payment any time during the semester for general merchandise purchased at the Bookstore if returned in the original condition and with a valid receipt. If without a receipt, a merchandise credit will be issued at the lowest selling price. Cash back on merchandise credits will not exceed \$10.00.

Refunds or Exchanges will not be issued for the following items: custom course materials, outlines, study guides, school guides, magazines and prepaid cards. Software must be unopened for exchange or refund. Opened software may be exchanged for the identical item only.

Business Hours

It is our policy to adjust business hours of our campus bookstores to provide the best possible service. We will plan the store's hours to take into account your school's calendar and any special events that occur on campus such as major athletic contests, campus lectures, special weekends, etc. In the new bookstore we will expect the literary cafe to open early and close late.

Faculty and Staff Discounts

If appropriate, Barnes & Noble will offer all full-time faculty and staff a 10% discount on textbooks purchased for personal use and on all other merchandise except special orders, sale books, class and alumni rings, computer software, computer hardware, periodicals, discounted merchandise, stamps, health and beauty aids, food snacks, and beverages.

Departmental Discounts

If appropriate, authorized departmental purchases will be given a 20% discount on clothing and emblematic merchandise, office and school supplies, dorm shop supplies and general books.

Service Programs

We would request exclusive rights to manage all service programs customarily handled by college bookstores such as magazine subscription, credit card and telecommunications application programs. All revenue generated from such programs will be commissionable.

Thefts and Shoplifting

Barnes & Noble will comply with all campus policies relating to shoplifting. The store manager will meet with the appropriate campus officials to determine how these policies should be applied to both members, and non-members of the campus community.

Internal Systems

Internal Systems of Recording, Checking, and Reporting Sales/ Internal Control of Cash Handling and Refund System are all computerized.

Sales reports are initiated at the store level and submitted to our New York office on a daily basis. All cash registers at Barnes & Noble stores are accounted for on a store by store basis by a serial number and have a non-resettable grand total. Every register, whether it is in use or not, is cleared out once a day. The Sales Audit section of our Finance Department controls register readings, voids, and refunds for each store and can provide details for all transactions for auditing purposes. Duplicate records of all transactions are maintained in each store and are available for audit at any time. Attached is Exhibit J- The Barnes & Noble Daily Cash & Sales Report.

Internal Audit

Barnes & Noble has established an extensive internal audit program whereby all of our stores are audited on a regular basis by our internal company auditors. Attached is Exhibit K- Internal Audit Program which is an outline of our confidential auditing program.

Management Reports

Barnes & Noble publishes a two volume Policy and Procedures Manual which is utilized to help train new employees and as a guide for all employees of Barnes & Noble College. Enclosed as Exhibit L is the table of contents and sample pages of our confidential Stores Policy and Procedures Manual.

Desk Copies

We strongly encourage faculty members to request free desk copies directly from publishers. In the event that a faculty member does not have sufficient time to request a desk copy from a publisher, we will provide a copy, invoice the department, and subsequently credit the department when we receive a new copy from the department.

Barnes & Noble will abide by whatever policy your school prefers in regard to the purchase of comp copies from wholesalers, faculty members, and other customers, and the resale of such copies in the bookstore.

Check Cashing/Returned Checks

Barnes & Noble will be happy to discuss a program for check cashing services. We provide such services in many of our schools for a minimal fee which is used to help offset our handling costs. A service charge, usually \$15, is charged for all returned checks.

Community Relations

Our mission statement's second mandate is "to become an integral part of the schools we serve by developing positive relationships with students, faculty, and administration." We believe that we will be more effective in understanding and fulfilling your needs if we are actively involved in the community life of Florida International University. Involvement and awareness of the life of a school often begins with excellent customer service within the store. But we also recognize the need for our staff to travel outside the walls of the bookstore and become a visible, integrated presence on campus. Following are some of the ways in which we do this.

Bookstore Advisory Committee for Florida International University

Active participation by all campus bookstore management staff in student/ faculty/ administration Bookstore Advisory Committees is a hallmark of a Barnes & Noble store. Experience has proven that such meetings, held monthly or quarterly, unquestionably provide the best source of feedback on community needs. The bookstore management takes the feedback and continues to increase the services at Florida International University.

Campus Focus Groups

Working with our regional managers and directors, our store managers often conduct focus group research studies to find out what students like and dislike about their bookstores. We have found this approach to be an excellent way to stimulate new ideas for providing new services and programs for our bookstores.

Surveys of Faculty and Students

We conduct student and faculty surveys on a bi-annual basis. Twice a year, at our Regional Managers' Meeting, each Regional Manager reviews their store survey findings and takes immediate steps to correct any deficiencies.

Suggestions Postcard Program

All of our stores participate in our Suggestions Postcard Program, in which postage-paid postcards placed in a dispenser in our stores solicit customer suggestions and comments.

Visibility on Campus at Florida International University

Jim, Meaghan, and Dick are involved in the campus communities that they serve. We believe in working closely with student/faculty/administration bookstore committees, athletic departments, alumni associations, and student associations. They are involved in school activities such as student government meetings, athletic events, and campus-wide lectures. This helps us read the pulse of your campus so that your manager can offer services specifically tailored to your campus. The benefits of this increased involvement will show in every area that the bookstore touches, whether it be textbook services, financial aid processing, or better product selection.

Campus Outreach for Florida International University

Barnes & Noble bookstore managers have always prided themselves on outstanding campus outreach, which means they truly become involved with their campus. Several years ago, we formalized this process and developed a formal Campus Outreach program to help our store managers reach beyond the walls of their bookstores and share their time, energy, and expertise with members of the surrounding community. We believe that campus outreach initiatives help us develop partnerships and strategic alliances on campus, which, in turn, make the bookstore a more valued part of each campus.

Following are examples of campus outreach initiatives that are in place at Florida International University:

- meeting with key faculty and academic administrators to describe and offer bookstore services;
- attending campus sporting events wearing bookstore names tags;
- attending campus social events, such as receptions, dinners, exhibitions, lectures, etc.;
- setting up sales tables at basketball/football games;
- participating in or initiating campus job fairs;
- including bookstore information brochures in financial aid and/or orientation mail sent to freshmen and parents; (see Exhibit B - Orientation Brochure)
- delivery of books to classrooms;
- speaking at freshman orientation;
- doing "whatever it takes" to get a book for a student or faculty member;
- coordinating focus groups with student groups.

Information Technology

In the past decade, the academic marketplace has changed dramatically. We believe that our position as the industry leader is heavily dependent upon our information technology infrastructure. As a result, we have invested significant financial and human resources in developing our infrastructure systems and have the best state-of-the-art technology in the college bookstore marketplace. Although your faculty and students will not actually use our technology, they will benefit tremendously from our investment. Among other things, there will be less time spent waiting in line, faster communication between our staff and your faculty regarding their book orders, and more knowledgeable bookstore staff with access to the latest industry news. Below are more specific details regarding our information technology systems.

Y2K

Barnes & Noble College Bookstores, Inc. has spent the last eighteen months reviewing and enhancing all of our systems to be Year 2000 compliant. We have committed over five million dollars to replace old hardware and upgrade all the operating systems to allow our stores to operate into the 21st century.

We are the only company which can state that all the systems that will run your stores are Y2K compliant. We have also worked with our third party vendors to ensure that all systems we contract from them, whether they be security/burglar alarms, telephone systems, or payroll, are Y2K compliant. We achieved this goal in December 1998.

Automation Plans

Barnes & Noble College Bookstores has a core foundation of systems, used in all our campus bookstores, that allow store management the benefits of a fully integrated system. We believe that partnerships with the best vendors in the technology community will translate to excellent service for our customers and selected IBM, Peoplesoft, and Lotus Notes to develop our technology platform and enhance the existing systems in our stores. Although we have a core base of systems that are installed, we also have the flexibility to work with university and bookstore management to customize and install systems that continue to meet the special or unique requirements of Florida International University.

Company Communications and Intranet

It is integral to our success to provide our employees with the tools so that they can excel in their jobs. We have installed personal computers (PCs) in our stores to allow them to communicate electronically with university administrators, faculty, students, and Barnes & Noble College Bookstores employees. We have also developed a company intranet site which allows us to transmit to our stores important information, and on-going training materials. More important, our intranet site allows connects our stores electronically so that they can talk amongst themselves about industry issues and exchange creative ideas and best practices.

The AS/400 Platform

We installed IBM's most reliable and successful hardware platform to run our textbook and general merchandise systems in our stores. This platform offers:

- state-of-the-art technology;
- user-friendly operating systems;
- campus-host connectivity;
- bullet-proof server with 99.9% systems availability; and
- expansion ability for increased sales growth.

Textbook Management System for Florida International University

Text-Aid, our textbook management system, is a complete management system that easily allows the store to run a superior textbook department. We work closely with our managers to enhance continually our systems, take advantage of new technology, and give them better information faster and more effectively. We conduct intensive training sessions throughout the year on Text-Aid so that our managers can receive the full benefits of the system. Text-Aid features:

- one-stop adoptions;
- adoption forms with history—providing key information to faculty;
- inquiry by book, course, or instructor;
- faculty notification for OE/OP books;
- complete book history on-line;
- electronic transmission of purchase orders for PubNet and Easylink;
- automated returns;
- automate scanning of buyback;
- systematic remote buyback;
- receiving by exception;
- ASN (Advanced Shipping Notices) that allow receiving information to be electronically transmitted into the system;
- on-line access to the largest textbook database;
- barcode ticket generation;
- complete price look-up (PLU) file for all new and used textbook information; and
- full integration with Point-of-Sale.

General Merchandise

Barnes & Noble College Bookstores selected Peoplesoft to provide our general merchandise system. The product, Evolution, allows the store buyers to complete the full product life cycle (ordering, receiving, selling, replenishing, and transferring) within one system. Residing on our AS/400, Evolution is fully integrated with our both our textbook and point-of-sale systems. Its features include:

- on-line item file for all merchandise available in the system;
- purchase order generation;
- simple purchase order receiving;
- model stock replenishment;
- sales analysis of best selling products;
- creation of a price look up file (PLU); and
- full integration with our point-of-sale system.

Point-of-Sale (POS) System for Florida International University

Barnes & Noble College Bookstores has installed the IBM 4690/GSA point-of-sale system at Florida International University. The number of IBM POS registers in our stores is more than the number of POS registers active in all of our competitors' stores combined. The most successful and reliable POS system in the world, it is virtually bullet-proof allowing 99.9% system availability. All of our applications are fully integrated with our POS transactions, and we can integrate with other systems, including student financial aid and the Golden Panther debit card systems. Its features include:

- standardized and easy-to-use keyboards with minimal steps per transaction;
- easy-to-use scanning registers;
- integrated scanning and price look-up for all merchandise;
- price and product updates on a daily basis;
- tender management, which accepts all credit cards and university debit cards;
- discount plans that can be easily administered and given to approved customers;
- integration with student financial aid and accounts receivable so that all registers are able to do all transactions;
- management reporting which lists sales by division, productivity by register & operator, productivity by hour for the store, and tender management; and
- an on-line training module.

Personnel

Equal Opportunity

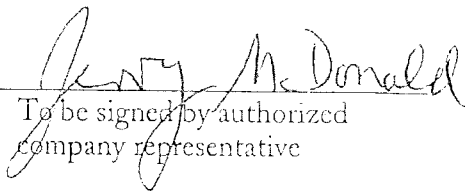
Barnes & Noble College Bookstores, Inc. provides equal employment opportunity for all employees and ensures that employment, training, compensation, transfer, promotion, and other conditions of employment are provided without regard to race, color, religion, national origin, gender, age, disability, sexual orientation, and veteran status.

It is also the policy of Barnes & Noble College Bookstores to prohibit racial, sexual, or other forms of harassment or discrimination against its employees and customers by any person, in any form, at any time. All of our policies and practices reflect these commitments.

Equal Employment Opportunity Statement

The State University System believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination. Contractor is committed to non-discrimination because of race, creed, color, sex, age, national origin, or religion. To be considered for inclusion as a contractor under this agreement, the bidder commits and signs to the following:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, marital status, age and handicap.


To be signed by authorized
company representative

Bookstore Manager

Jim and Meaghan are individuals with extensive experience in the management of campus bookstores. They are versed in our corporate philosophy and operational procedures and trained in campus communications. This is extremely important since the ability of our managers to interact with students and faculty and address their needs have determined the level of success achieved at Florida International University.

Present Bookstore Employees

Each of the two stores are staffed with a combination of highly trained full time employees that are complemented with many part-time student employees.

Our regional and national managers work closely with Auxiliary Services, Felicia and Alex to continue to raise the bar on service at these stores. Discussion about employee behavior and customer services standards are a continuing dialogue and University representatives have direct input into our management planning at each location.

Bestseller Program--Your Students are Tomorrow's Leaders!

The Bestseller Program is a management training program for current Barnes & Noble student employees who express a desire for a retail career in an academic environment. Bestsellers are recruited at the end of their junior year in college and work and train during their senior year. Upon graduation, Bestsellers may be placed in Assistant Manager or Department Supervisor positions that are available at any of our stores across the country.

Student Employment

We are strongly committed to providing employment on all our campuses throughout the year and we will be happy to hire your work study students. We are proud to say that the majority of our managers, including virtually all upper management personnel, started their careers with Barnes & Noble as student employees.

Transition Plan

As the incumbent bookseller at Florida International University, our transition plan focuses primarily on the expansion and renovation of the Graham Center Bookstore.

Our Director of Design, Greg Candee, working in concert with Antonovich Associates (UPenn, Harvard and Yale Bookstores) have developed an outstanding plan for this facility. We are ready to begin. We know your campus, we know the location, and we understand President Maidique's vision of a store like "Stanford." Our design captures his vision.

Solid personnel oversee your operation. The new "Total System" is up and running and fully operational.

In September, we will implement a new training center for our managers. Our latest initiative "S2K" or Service 2000 provides the forum for our staff to understand the changing dynamics of our business. All Barnes & Noble managers will complete this intensive 5 day course within the next 6 months and then an additional two day session at Barnes & Noble University in March of 2000.

Transition and meeting today's challenges are an everyday process for our field and some office personnel.

Training Programs

Training and career development are ongoing activities in all Barnes & Noble college bookstores and take place on a variety of levels. Following are some of the major training activities that occur throughout the year:



Managers Meeting

1. Regional Managers

Each of our 25 Regional Managers conducts region-wide meetings and training sessions for the managers and staffs of their respective bookstores three to four times each year.

2. Company-Wide Meetings

Each year company-wide meetings and training sessions are held for all key personnel. These include the annual Back-To-Campus Merchandise Show held in March and the Ready-For-The-Rush Meetings held in June. These meetings and others typically include training sessions on buying, merchandising, textbooks, used books, computer usage, personnel recruitment and management, etc.

3. Text-Aid Training

Barnes & Noble conducts intensive training sessions throughout the year on Text-Aid, the computerized textbook management program used in most Barnes & Noble bookstores.

4. Regional Manager Visits & Training

Our Regional Managers visit all their stores on a regular schedule to train personnel, help them prepare budgets, help prepare for Rush, help prepare presentations for bookstore committees, etc.

5. Manager-In-Training Program

We maintain an ambitious Manager-In-Training Program through which talented and interested individuals -- usually graduating students -- are trained and placed in management positions in college and university bookstores throughout the country. This nine-month training program consists of both hands-on training in a designated campus bookstore and one-on-one training conducted by the Regional Manager and Vice President of the area. In addition, trainees are also trained by our New York merchandising staff and buyers on-site in their store.

6. The Bestseller Program

The Bestseller Program is a management training program for current Barnes & Noble student employees who express a desire for a retail career in an academic environment. Bestsellers are recruited at the end of their junior year in college and work and train during their senior year. Upon graduation, Bestsellers may be placed in Assistant Manager or Department Supervisor positions that are available at any of our stores across the country.

7. Policies & Procedures Manual Meetings

Over the years Barnes & Noble has developed a two-volume 400-page Store Policies & Procedures Manual which each campus bookstore manager keeps up-to-date in his or her store. When necessary, training sessions are held regionally and/or nationally to review changes in policy and discuss new ideas and methods for improving the day-to-day operations of our stores.

8. Specialized Booklets and Training Materials

Throughout the year our merchandising and support staffs in the New York office develop supplemental booklets and training materials which are sent to our store personnel and/or used in training sessions. Some recent examples include:

- The Retail Purchasing Skills Manual ...
... a 45-page manual which defines and explains in detail the Barnes & Noble philosophy and methods of purchasing retail merchandise for college bookstores. Included is a month-by-month Action Planning Guide for store personnel.
- The Back-To-Campus Merchandising Show Handbook ...
...a 250-page handbook which describes in detail all major college store suppliers, recommended items in their new Fall lines, and any special ordering information.
- The Rush Interviewing Manual ...
... an 18-page booklet which reviews the Barnes & Noble policies and methods for interviewing and hiring extra personnel for Rush periods. Included are the types of questions to ask applicants, Equal Opportunity Policies, application forms, etc.
- The Guide To Print Advertising ...
... a 35-page manual which explains how and when to create and place ads in local media. Included are suggested dates for special promotions, promotional ideas, and stats of camera-ready ads for all categories of merchandise.
- The Ready-For-The-Rush Handbook ...
... a 150-page manual which details all aspects of preparing for Rush. Complete chapters are included on the preparation of Textbook Departments, Personnel, Loss Prevention, Accounting, and Post-Rush Evaluation, among other topics.
- Discover Great New Writers ...
... is an internal company newsletter that is distributed regularly to all Barnes & Noble, Bookstar and Bookstop bookstores. The 12-page newsletter, which is published quarterly, reviews new book releases and relates news from the publishing world.
- The Scribe ...
... is a college division newsletter that is distributed quarterly to all Barnes & Noble college stores and our contract administrator at each school. The 8-page newsletter covers all company activities including news from the New York office, news and activities from our campus stores, author-signing events, new computer systems, etc.
- Policy Brochures ...
... Solid communication is an essential part of the success of any college bookstore. Barnes & Noble has produced a number of policy brochures (see Exhibit M - Sample Policy Brochures), which communicate policy and are customized for each store we manage. The policy brochures which include "How to get a Refund," "How to Sell Your Books," and "How Textbooks are Priced," are produced to help our customers understand our policies.
- Bookstore Handbook (Faculty Edition) ...
... A 20-page handbook with answers to questions most frequently asked by faculty. Topics covered include textbook adoptions, course packs, special orders, faculty author services, bibliography compilation, desk copies, textbook pricing, etc. Attached as Exhibit N is a sample copy of the Bookstore Handbook (Faculty Edition).

- Student Brochure ...
... An 8-panel brochure containing useful information for freshmen on the pricing of books, methods of payment, refunds, buyback, employment opportunities at the bookstore, etc. Attached as Exhibit O is a sample copy of the Student Brochure.
- Faculty Guide to Your Bookstore's Web Site ...
... A 6-page pamphlet describing the on-line services that are available through the bookstore, and how to access them. The pamphlet also includes a sample Course Book Information Request Form, and instructions on how to use it.
- The Barnes & Noble Communications Manual ...
... A 104-page manual containing tools to help each store manager communicate bookstore policies to students and faculty. The manual includes sample letters, forms, signs, and other tools designed to help managers explain to the campus community how the bookstore operates and what services it provides.

9. Barnes & Noble University

Over 25 specialized bookselling and merchandising "courses" are presented annually by the most experienced professionals in our company for Barnes & Noble store managers and their senior bookstore staff. Recent courses include:

- Conducting Trade Book Events for Campus Relations
- Buying Clothing and Emblematic Supplies
- Effective Campus Communications
- Custom Publishing
- Power Merchandising
- Tapping Human Resources

*The
Barnes & Noble
Family of Booksellers*

Barnes & Noble College Bookstores is part of the world's largest bookselling enterprise. This enterprise consists of ten major affiliates, each with a particular area of expertise in bookselling. These resources enable us to offer Florida International University a range of services unmatched in our industry.

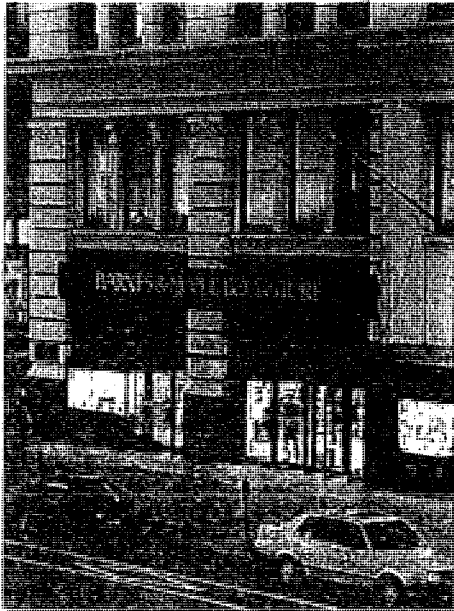
Barnes & Noble College Bookstores



*The Yale University Bookstore...one of the 350 campus bookstores
managed by Barnes & Noble.*

Barnes & Noble College Bookstores has, since 1968, established a reputation for operating the finest quality campus bookstores in the nation. Professional management, a commitment to service and quality merchandise, computerized book ordering, and innovative store design are trademarks of our college stores. A complete listing of all our college stores with the name of our administrative contact at each school is attached. (See Exhibit C - Barnes & Noble College Store Listing.)

The Barnes & Noble "Main Store"

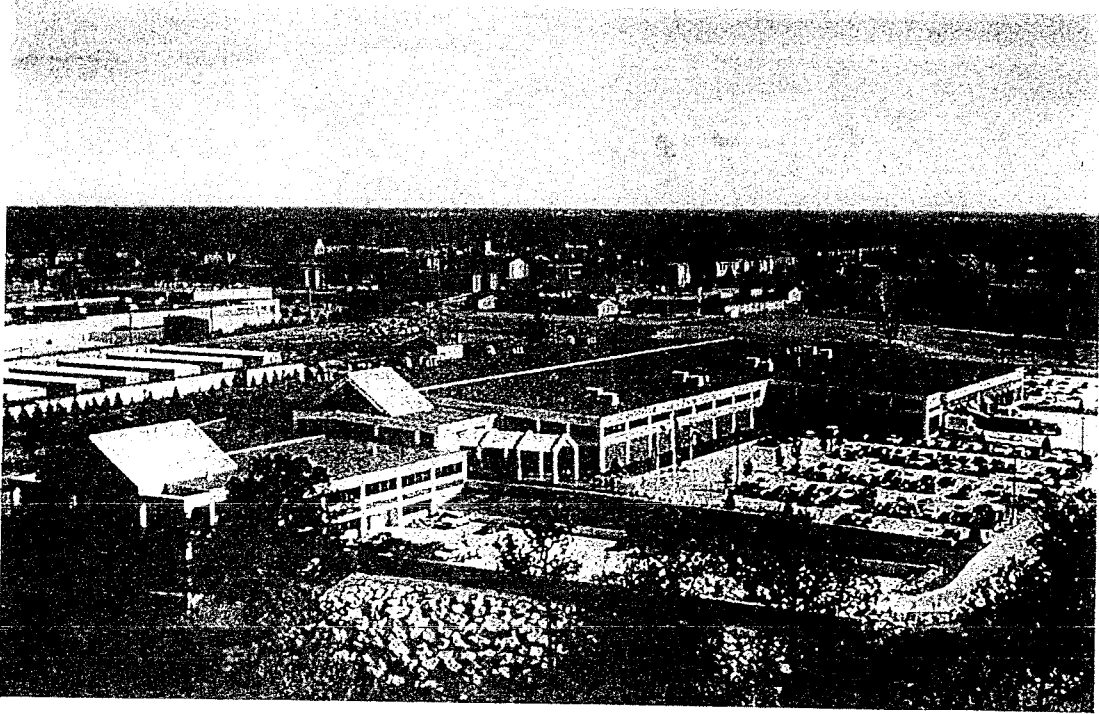


The "Main Store" on Fifth Avenue in New York

Listed in the Guinness Book of World Records as the world's largest bookstore, the Barnes & Noble Main Store opened at Fifth Avenue and Eighteenth Street in New York in 1932. The store now takes up more than 150,000 square feet and occupies space in five adjacent buildings. Primarily an academic bookstore serving the needs of students from more than 100 colleges and universities in the New York area, the Main Store stocks more new and used textbooks than any bookstore in the nation.

The store's vast inventory of academic and general titles, its bibliographies, and its merchandising expertise are the cornerstones of our College Division. The store's elaborate computer system, which can print out bibliographies for any of the department's sections in minutes, is often used by Jade Roth, our Vice President, General Merchandise Manager for Text and Trade Books, to help develop or update customized trade departments for our campus stores.

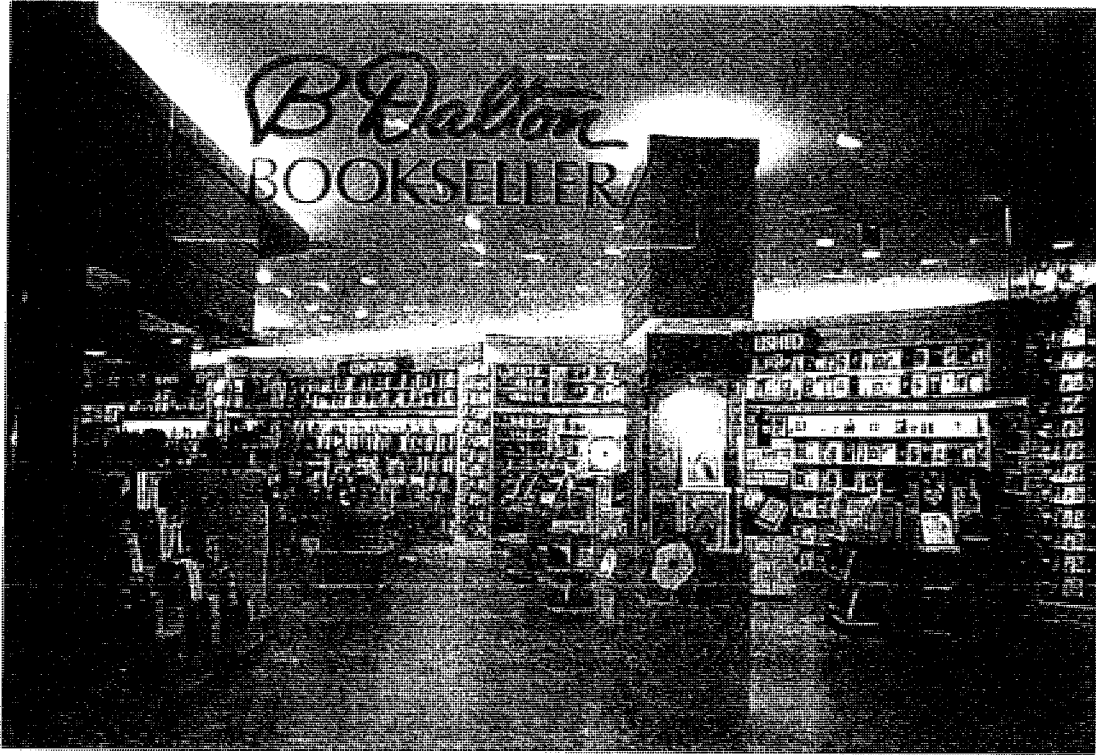
MBS Textbook Exchange



The new MBS Warehouse

Located in Columbia, Missouri, MBS Textbook Exchange is the nation's largest wholesaler of used textbooks. MBS maintains a fully-automated on-line inventory system that handles over six million textbooks each year. MBS purchases used textbooks from students throughout the country, and resells them to over 2,200 college bookstores in all 50 states and Canada. MBS developed Text-Aid, the computerized textbook management system used by more than 500 campus bookstores to better manage their textbook departments. MBS recently moved to a new 200,000 square foot facility that nearly doubled the size of its previous location. (See [Exhibit P](#) - Barnes & Noble Text Aid Brochure.)

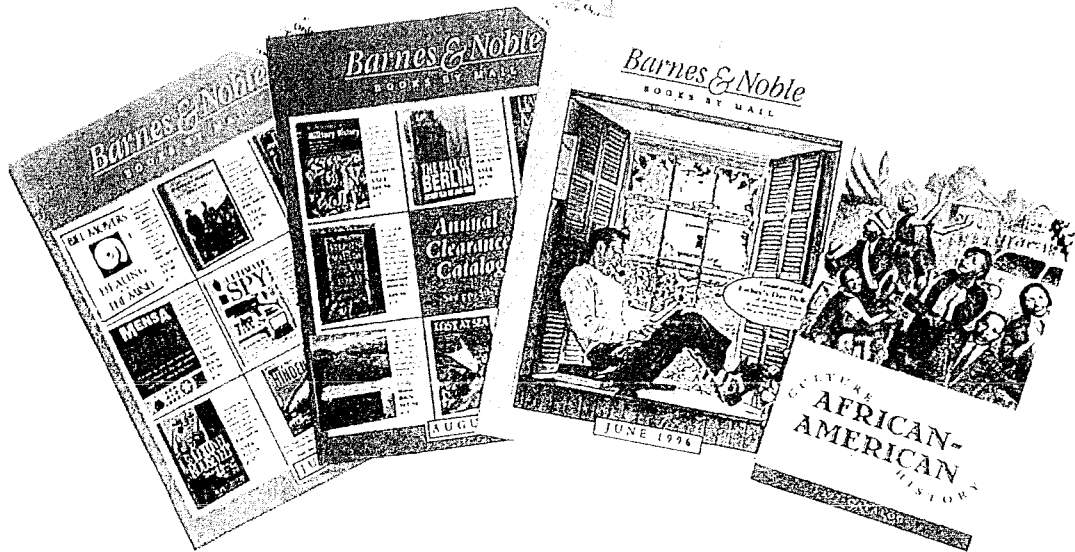
B. Dalton Bookseller



B. Dalton Bookseller store in Roosevelt Field, New York

Purchased in 1986, B. Dalton operates nearly 600 retail stores in shopping malls and in downtown business districts across the country. Averaging 3,000 square feet, B. Dalton stores typically stock 15,000 to 20,000 current and backlist hardcover and paperback titles and a wide variety of magazines and bargain books. Using aggressive marketing and merchandising techniques, B. Dalton stores sell all books at a discount. The B. Dalton "BookSavers" card gives frequent buyers additional discounts. B. Dalton stores also feature the exclusive "Discover Great New Writers" program, which showcases new fiction and nonfiction authors, and the "Children With Special Needs" collection, which features titles about and for children with learning disabilities.

Barnes & Noble Direct



Barnes & Noble Direct's catalogs

Barnes & Noble Direct, our mail order division located in Rockleigh, New Jersey, is the nation's largest supplier of books through direct mail catalogs, and distributes more than 20 million catalogs a year to homes and public and private libraries throughout the country. Many of the titles offered in its catalogs are publishers' remainders and imported books priced at up to 80% off publishers' suggested retail prices. Barnes & Noble Direct also markets our proprietary Barnes & Noble publications, which currently number over 1,500 titles, primarily in nonfiction, especially in the areas of history, biography, and reference. (See Exhibit Q- Sample Mail Order Catalog.)

Doubleday Book Shops



Doubleday Book Shop in Troy, Michigan

Originally founded by Doubleday Publishing as an outlet to sell their books, Doubleday was purchased by Barnes & Noble in 1990. Today there are 39 Doubleday Book Shops located in upscale shopping malls and business districts from Massachusetts to California. These stores, which carry a full range of books from all publishers, offer a wide selection of titles in literary fiction and current affairs.

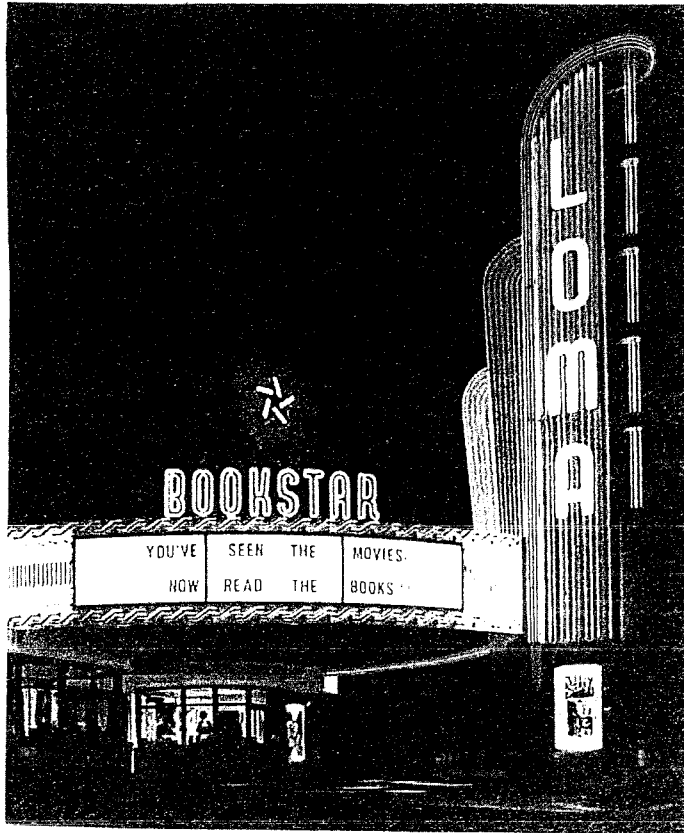
Scribner's



Scribner's Pentagon City, DC store

Charles Scribner opened his first bookstore in New York in 1849. Over 100 years later, in 1989, it became part of the Barnes & Noble family. One of the most prestigious book-selling organizations in America, Scribner's has long been treasured as "the classic American Bookstore." Each of its 11 upscale mall locations offers over 25,000 titles in an elegant environment conducive to browsing.

Bookstop/Bookstar



Bookstar store in Los Angeles

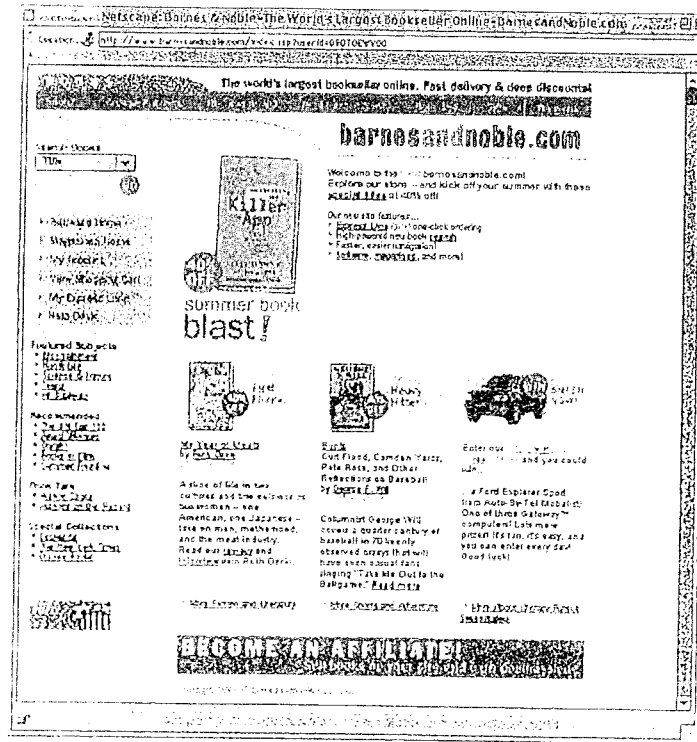
This company currently operates 64 superstores throughout the southern and western regions of the country under two names, Bookstop and Bookstar. Its architecturally distinctive stores have won many national design awards. Often they are opened in renovated movie theaters or other large recycled spaces such as supermarkets that average 27,000 square feet. All stores carry over 50,000 book titles and 2,000 periodicals and offer discounted prices, aggressive merchandising methods, long store hours, and great service. Many Bookstop stores also offer a membership card called "Readers Choice," which offers customers additional savings on book purchases.

Barnes & Noble Superstores



Barnes & Noble Superstore in Old Orchard, IL.

In the last several years, Barnes & Noble has opened its own "superstores" based on the original concept developed in our "Main Store" in New York City, the world's largest bookstore. The Barnes & Noble superstores are very large bookstores (typically 13,000 to 30,000 square feet) that carry up to 100,000 titles in locations that feature high levels of service, comfortable settings, lounge chairs, reading tables, and recorded classical music. Most stores remain open until 11 p.m. every night. Superstore customers tend to spend more time browsing in these stores where all books are sold at discount prices. Currently, there are more than 450 Barnes & Noble superstores with more planned for the next year.



barnesandnoble.com Home Page

Since its launch in 1997, barnesandnoble.com has become the world's largest bookseller on-line. In March of the same year, it became the exclusive book provider to America On-line's Marketplace. The company currently stocks more than 750,000 titles in its distribution center--all of which are discounted more than any other on-line or retail bookstore in the world (30% off hardcovers, and 20% off paperbacks).

barnesandnoble.com offers its on-line customers a unique "community experience" by providing special features, including the following:

- Editorial Features: Users can read detailed book reviews and extensive author background information as well as comments from other users
- Personalized Book Recommendations: Based on a user's profile, they will receive personalized book recommendations from other users and barnesandnoble.com
- On-line Live Auditorium: Users can chat with their favorite authors in regularly-scheduled author chats in a live auditorium
- On-line Book Groups: Users can form book groups with others who share their same interests and host live on-line meetings
- Bulletin Board System (BBS): Users can post their thoughts or opinions on a book on the BBS which can prompt dialogue and information sharing among like-interested parties.

Corporate History

Barnes & Noble was founded in 1873 in Wheaton, Illinois by Charles Montgomery Barnes and incorporated in 1917 by William Barnes, his son, and Clifford Noble.

The Barnes & Noble flagship store was opened on Fifth Avenue in New York in 1932. Now listed in the Guinness Book of World Records as the world's largest bookstore, the "Main Store" stocks hundreds of thousands of books on more than twelve miles of bookshelves.

Board of Directors/ Owners Information

Barnes & Noble College Bookstores, Inc. is a privately held company owned by Mr. Leonard Riggio.

The Board of Directors of Barnes & Noble College Bookstores, Inc. include the following:

- Leonard Riggio
Chairman of the Board
and Chief Executive Officer
122 Fifth Avenue
New York, NY 10003
- J. Alan Kahn
Vice Chairman
33 East 17th Street
New York, NY 10003
- Max Roberts
President & C.O.O.
33 East 17th Street
New York, NY 10003
- Barry Brover
Vice President & C.F.O.
33 East 17th Street
New York, NY 10003
- Steve Riggio
Director
122 Fifth Avenue
New York, NY 10011
- William L. Haines
Principal
The Bromley Companies
120 Fifth Avenue
New York, NY 10011
- Michael N. Rosen
Attorney
Robinson, Silverman, Pearce,
Aronsohn & Berman
1290 Sixth Avenue
New York, NY 10104
- Matthew Berdon
Principal
Ferro, Berdon & Co.
200 East 42nd Street
New York, NY 10017

Purchase of Inventory

As the incumbent, this section does not apply to Barnes & Noble.

**Florida International University
Faculty/ Staff
Discount Program at
Barnes & Noble Superstore**

Barnes & Noble, Inc. operates two Superstores at 12405 North Kendall Drive in Miami, and 11820 Pines Boulevard in Pembroke Pines. These new stores each stock over 100,000 titles and are the largest and most exciting bookstores in the area. These stores also contain large software departments, music departments, and literary cafes serving coffee, tea, and light snacks.

As an added feature of our proposal, Barnes & Noble will offer all full-time Florida International University faculty and staff a special discount program in either of the above stores or any other Superstore of their choice in the Greater Miami area. This program will include the following:

- A 10% discount off the everyday prices of all books in the superstore except New York Times hardcover bestsellers which are already discounted 30%.
- 10% off everyday discounted prices on maps, globes, greeting cards, and everything else in the store except merchandise from the music department (if applicable), special orders, gift certificates, multimedia, periodicals, cafe purchases (if applicable), and other special discount offers.

Should you wish to visit these Superstores and see firsthand the resources and inventory that are available there, we would be happy to arrange a tour of the stores for you.

OFFICIAL RFP PROPOSAL FORM

The following page is the official RFP Proposal Form as specified. This is followed by our Financial Considerations section which provides more details of our financial offer.

SECTION THREE

TO: Office of Purchasing Services
Florida International University
Miami, Florida 33199

FROM: Jerry McDonald, Vice President

Having carefully examined the Request for Proposal for the University Bookstore, inspected the site and fully informed of the conditions, the undersigned proposes to furnish the equipment, materials, and labor necessary for the purpose and to provide in a competent and professional manner the services called for at the following rates:

I. The commission to be paid Florida International University as a percentage of net sales shall be:

\$0.01 - \$8 million	8.5%
\$8 million - \$10 million	8.5%
\$10 million - \$13 million	11.0%
\$13 million - \$17 million	12.5%
over \$17 million	13.5%

II. The Bookstore Completion Capital Investment amount, as explained in Section II, Item 2, to be provided: \$4,270,000

III. The successful bidder shall be obligated to assume the remaining balance \$432,183 which is the non-depreciated portion of improvements made pursuant to previous contract as explained in Section II, Item 10.

IV. This section may be used, if bidder wishes, to propose alternate financial plans, and/or terms and conditions or bidder may attach same if desired.

VI. Attach all supporting documents as specified in the Request for Proposals.

Bid submitted by: Firm Barnes & Noble College Bookstores, Inc.
Address 33 East 17th Street
New York, NY 10003
Telephone 212.539.2222

Signature  By Jerry McDonald, VP

Financial Considerations

Percentage Payment

On an annualized basis, Barnes & Noble will pay Florida International University the percent of gross sales, as follows:

- 8.5% of all gross sales up to \$10,000,000
- 11.0% of all gross sales from \$10,000,000 to \$13,000,000
- 12.5% of all gross sales over \$13,000,000 to \$17,000,000
- 13.5% of all gross sales over \$17,000,000

(Gross sales is defined as all sales, including Florida International University website sales, convenience store sales and literary cafe sales, less voids, refunds, sales tax, discounted sales, pass-through income, and uncollected sales.)

Terms of Contract

Contract terms will be:

- a. Ten (10) years, with an option to renew for an additional two (2) five (5) year terms, subject to mutual agreement.
- b. Thirty day cancellation notice for failure to perform.
- c. Termination by Florida International University for any reason with ninety days notice.

Utilities

Barnes & Noble will pay for all utility charges for both stores up to \$75,000 per year.

Payment Schedule

Payments will be made monthly and paid within 45 days after the close of the month in which they were earned. Utilities payments of \$6250 per month will accompany the commission payments.

Renovations

Barnes & Noble will spend up to \$4,270,000 to design, construct, fixture, and equip the Florida International University Bookstore.

Barnes & Noble will depreciate this investment on a straight line basis over a fifteen (15) year period. Should Florida International University cancel or fail to renew the contract before the end of that period, then Florida International University must reimburse Barnes & Noble for any amount not yet depreciated.

Barnes & Noble estimates that the addition to and renovation of the Graham Center Bookstore will be \$3,970,000 exclusive of the site work. Barnes & Noble estimates the site work to be approximately \$300,000. The total cost of these two estimates is \$4,270,000.

Barnes & Noble will be responsible to engage the appropriate architect and construction contractor that will adhere to guidelines and procedures required by the State University System.

Barnes & Noble will be responsible for the expenditures for the entire addition, renovations, and site work. Florida International University will reimburse Barnes & Noble for 25% of the total expense to complete the project which is estimated at \$1,067,500.

Barnes & Noble will deduct Florida International University's contribution from monthly commission payments over the first two years of this contract beginning with the effective date of the contract. Florida International University's share of this project (25%) will be documented based on actual expenditures after completion of same.

Unamortized Balance

Barnes & Noble accepts the responsibility of the unamortized balance of \$432,183.

Committed to Education

As a further commitment to our partnership, Barnes & Noble will contribute \$10,000 annually to the General Scholarship Fund.

Proforma Statement

Attached as Exhibit R is a copy of the 3 year proforma of sales.

Barnes & Noble's Responsibility

Barnes & Noble will assume financial responsibility for the following:

- a. Employee payroll costs and benefits.
- b. Bill paying and accounting, including sales tax reporting and payment.
- c. Office equipment maintenance and repair.
- d. General custodial services.
- e. Loss prevention services.
- f. Utilities as defined in percentage payment paragraph above.

Florida International University's Responsibility

Florida International University shall assume financial responsibility for the following:

- a. Office furniture, file cabinets, campus telephone, cash registers, safes, and office machines currently available for bookstore use.
- b. All repairs and maintenance for the building in which the bookstore is located.
- c. Trash removal and extermination services.

Financial Records

Barnes & Noble will retain complete financial records for your store and make them accessible for audit by Florida International University or its independent auditors.

Performance Bond

Barnes & Noble will provide a performance bond if required. However, we believe that there are other options which would be more beneficial to Florida International University. Before purchasing a performance bond, we would respectfully request a discussion of other options such as scholarship support, foundation donations, etc.

Certified Financial Statement

Attached as Exhibit S are copies of the last two fiscal year certified financial statements. Our Dun & Bradstreet rating is 4A2.

Insurance

Following is a description of Barnes & Noble's insurance coverage:

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

Confidentiality Statement

The following sections of this proposal are considered proprietary and highly confidential by Barnes & Noble College Bookstores, Inc.:

- Preface
- Renovations
- Book Merchandising
- General Merchandising
- E-Commerce Programs
- Operating Policies
- Information Technology
- Training Programs

No part of the above sections of this proposal or any of its exhibits may be reproduced or quoted without the express written permission of Barnes & Noble College Bookstores, Inc.

This information is provided in response to, and for the exclusive consideration of, those parties directly charged with evaluating responses to Florida International University's Request for Proposal.

The information contained herein has been submitted in reliance on the exemption from Freedom of Information Act disclosure contained in 5 U.S.C. §552 (b) (4) and analogous state statutes, and any release of such information to third parties will be likely to cause substantial harm to the competitive position of Barnes & Noble College Bookstores, Inc.

Barnes & Noble College Bookstores, Inc. should be informed of any request by a third party to inspect or copy any of the information noted above. In no event should any such inspection or copying be permitted without sufficient advance notice to Barnes & Noble College Bookstores, Inc. to permit it to pursue any remedies available to it to prevent such inspection or copying.

Schedule of Exhibits

- Exhibit A - List of accomplishments and Letters of Commendation
- Exhibit B - Freshman Orientation Brochure
- Exhibit C - Barnes & Noble College Store Listing
- Exhibit D - Full Set of Color Boards and Renderings
- Exhibit E - Sample of Internal Newsletter, *Textbook Perspectives*
- Exhibit F - Sample of Barnes & Noble Custom Publishing Brochure
- Exhibit G - Samples of *Discover Great New Writers* & *The Scribe* Newsletters
- Exhibit H - Sample Books Published by Barnes & Noble
- Exhibit I - Sample of Computer Software Catalog
- Exhibit J - Barnes & Noble Daily Cash & Sales Report
- Exhibit K - Internal Audit Program
- Exhibit L - Sample Pages of Store Policy and Procedure Manual
- Exhibit M - Sample Policy Brochures
- Exhibit N - Sample Bookstore Handout (Faculty Edition)
- Exhibit O - Sample Student Brochure
- Exhibit P - Barnes & Noble Text Aid Brochure
- Exhibit Q - Sample Mail Order Catalog
- Exhibit R - Proforma Statements (3 years)
- Exhibit S - Certified Financial Statement (2 years)

Attachment C

Operating Policies

Pricing Structure

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, return penalties or other surcharges.
Used Textbooks:	Used textbooks will be priced at 25% less than the new selling price.
Course Packs/ Non-Returnable Textbooks:	Course packs and textbooks purchased from publishers with restrictive, non-returnable text policies will be priced at up to a 30% gross margin.
Trade Books, Paperbacks, Technical, & Reference Books:	These books will be sold at publishers' list prices.
Bestsellers:	Bestsellers will be discounted at least 25% from the publishers' list prices.
Bargain Books/Publishers' Remainders:	These books will be discounted at least 30-80% from list prices.
School Supplies & Other Merchandise:	All school supplies will be priced at or below manufacturers' suggested retail prices or locally competitive prices.