Katrina Mangum
Director of Procurement
kmangum@hillcollege.edu
254-659-7706

Melissa Boyle
VP, Administrative Services
mboyle@hillcollege.edu
254-659-7701

REQUEST FOR PROPOSAL

RFP# 25/26-001

BOOKSTORE MANAGEMENT AND OPERATIONS

Issued: Wednesday, April 15,2026

Deadline for Questions: Wednesday, April 29, 2026 at 5:00 p.m.

Due: Wednesday, May 13, 2026 at 3:00 p.m.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Representative's Name: _____

Phone #: _____ Fax #: _____

E-Mail: _____

Non-Collusion Statement:

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this offer as to prices, terms or conditions of this said contract have not been communicated by the undersigned nor by any employee or agent to any other persons engaged in this type of business prior to the official opening of this proposal".

Notice of No

Submission:

Our company does not wish to submit a bid for the requested products/services at this time.

Having carefully examined the specifications and conditions prepared by Administrative Services, Hill College and agreeing to conform to conditions set out in the contract, we, the undersigned, propose to furnish all supplies as awarded.

Signature of Company Official: _____

Printed Name of Company Official: _____

Official Position: _____

KEY DATES SCHEDULE

PROJECT NAME:	Bookstore Management & Operations
SCOPE OF WORK:	Bookstore management and operations for five (5) years with an option to renew for an additional five (5) additional years. No subcontracted personnel allowed.
ISSUANCE OF RFP	April 15, 2026
DEADLINE FOR QUESTIONS:	April 29, 2026 5:00 p.m. CST
SUBMITTAL DEADLINE:	May 13, 2026 3:00p.m. CST
DELIVERY LOCATION:	Hill College Administrative Services Attn: Katrina Mangum 112 Lamar Drive Hillsboro, Texas 76645 Or online through email: kmangum@hillcollege.edu
BOARD OF TRUSTEES AWARD:	A final determination will be made at a future board meeting. Hill College reserves the right to reject any and all Request for Proposals and waive any and all formalities and conditions.
TERM OF SERVICE/PROJECT:	August 1, 2026 through July 31, 2031; with an option to renew for an additional five (5) years.

NOTICE: ALL QUESTIONS RELATED TO THIS RFP ARE TO BE DIRECTED TO KATRINA MANGUM VIA E-MAIL TO kmangum@hillcollege.edu.

NO PHONE CALLS WILL BE ACCEPTED.

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of Hill College

Hill College (**"HC"**) formerly known as Hillsboro Junior College would be one of the first public junior colleges in Texas when it was established in 1923. Its humble first session began with six faculty members and 52 students. In all, 87 students were officially enrolled that first year for at least one term. They enjoyed an impressive new building and overwhelming community support. By 1927, Hill Junior College's facilities were considered state of the art.

In 1985, the college dropped "junior" from its name, becoming simply Hill College. Today, Hill College has four physical locations: The Hill County Campus, the Johnson County Campus and the Cleburne Technical Center in Cleburne, and the Burleson Higher Education Center in Burleson. Hill College offers job training for entry-level and employed workers. We offer a variety of technical programs for students interested in entering the workforce upon completion. And we offer academic programs for students planning to transfer to four-year institutions. Whatever your goals, we have a pathway for you to achieve your dreams, enrich your well-being, and broaden your career options. In addition to our excellent job training, technical and academic programs, we invite the community to enjoy our performing arts and athletic programs. Each summer we offer Kids College, a fun and engaging summer experience for youth entering 1st through 8th grades.

The faculty and staff of Hill College are steadfast in our dedication to supporting your academic, career, and personal development goals. Our advisors will help you enroll in affordable, high-quality courses that enter you into one of our four academic and career pathways. We believe in your ability to learn and grow through hard work, tenacity, and resilience, with guidance from our talented and nurturing faculty and staff. We are committed to removing barriers and providing innovative and engaging learning environments for you and your classmates from all walks of life. We believe one of the most important aspects of college is that it is a place to have your ideas challenged and your critical thinking sharpened.

We believe it is critically important for you to learn the practices of civic engagement and civil discourse that will broaden your perspectives and prepare you to contribute to our economy and society. Hill College celebrates cultural and ethnic diversity and recognizes that the most important diversity of all – the diversity of ideas – deepens everyone's experience and supports the public good.

Hill College's web page is located at https://www.hillcollege.edu/.

1.2 Objective of this Request for Proposal

Hill College ("**HC**") is soliciting proposals in response to this Request for Proposal, RFP# 25/26-001 (this "**RFP**"), from qualified vendors to provide Bookstore Management & Operations (the "**Services**"). The Services are more specifically described in **Section 5.4.** The College has the following campuses:

(1) Hill County Campus; 112 Lamar Street, Hillsboro, TX 76645
(2) Johnson County Campus; 2112 Mayfield Parkway, Cleburne, TX 76033
(3) Cleburne Technical Center; 319 East Henderson Street, Cleburne, TX 76031
(4) Burleson Higher Education Center; 517 SW Johnson Ave, Burleson, TX 76028

The Contractor shall provide the labor, equipment, and supplies necessary to perform the Bookstore Management & Operations specified in this RFP.

The Contractor shall staff the bookstore with at least one (1) Contractor employee on site during all hours of operation who is responsible for overall management and supervision. The Contractor my supplement staffing through the use of Hill College work-study students or student employees in accordance with College policies. Subcontracting of labor or third-party staffing services is not permitted.

A contract will be awarded for a five (5) year period with the option to renew for an additional five (5) year term.

All information contained in this RFP is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, and verification of all information herein shall rest solely with those making proposals. Neither the College nor its representatives shall be responsible for any error or omission in this RFP.

1.3 Public Information

The proposer is hereby notified that HC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

HC may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, HC will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (*Government Code*, Chapter 552.001, et seq.). The proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*. Sensitive personal identifying information, including Social Security Numbers, will be protected from disclosure pursuant to Texas Government Code 552.147 and other applicable law.

1.4 Contract and Service Agreement

The contractor, if any, will be required to enter into a contract with HC in a form substantially similar to the Proposed Agreement attached to this RFP as **Appendix Two**.

Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the Proposer to accept this obligation may result in the cancellation of any award.

By submitting a proposal, Proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFP. The failure or omission of Proposer to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her proposal and any ensuing contract.

The services/coverages/products requested are currently anticipated to commence on August 1, 2026.

Each Proposer acknowledges that the College has made a reasonable attempt to provide the Proposer with relevant pricing and exposure data. The Proposer, therefore, waives any right of voidance of the contract based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.5 Clarifications and Interpretations

HC may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only HC's responses that are made by formal written Addenda will be binding on HC. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by HC prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing, and returning the Addenda Checklist (ref. **Section 4** of **Appendix One**). The Addenda Checklist must accompany the Proposer's proposal. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, can be obtained by emailing kmangum@hillcollege.edu.

1.6 Proposal Evaluation Process

The evaluation of the Proposals shall be based on the requirements and percentages described in **Section 2.3** of this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by HC.

HC will select Contractor by using the competitive sealed proposal process described in this Section. All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals by this RFP will be rejected by HC as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, HC may invite one or more selected Proposers to participate in oral presentations. HC will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

HC may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, HC may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, HC will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At HC's sole option and discretion, HC may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, HC may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, HC will defer further action on proposals not included within the competitive range pending the selection of Contractor; provided,

however, HC reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of HC.

After submission of a proposal but before final selection of Contractor is made, HC may permit a Proposer to revise its proposal in order to obtain the Proposer's **best and final offer**. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. HC will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. HC is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to HC overall, as determined by HC.

HC reserves the right to negotiate any commissions and/or fees with the representative of the winning proposal.

HC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of HC. Proposer is hereby notified that HC will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by HC.

1.7 HC's Reservation of Rights/Unbalanced Proposal

HC may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. HC reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Qualifications, or to reject any and all Proposals and temporarily or permanently abandon the Project. HC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project, and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by HC.

If the best proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered non-responsive and will not be considered for award. The College reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.

1.8 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.6** of this Section), [b] the Criteria for Selection (ref. **Section 2.3** of this RFP), and [c] the Proposed Agreement (ref. **Appendix Two**), and [d] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by HC during this RFP process.

1.9 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and HC has made no representation written or oral that one or more agreements with HC will be awarded under this RFP; (2) HC issues this RFP predicated on HC's anticipated

requirements for the Services, and HC has made no representation, written or oral, that any particular scope of services will actually be required by HC; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.10 Eligible Respondents

Only individual firms or lawfully-formed business organizations may apply. (This does not preclude a respondent from using consultants.) H C will contract only with the individual firm or formal organization that submits a Proposal in accordance with the requirements set forth herein.

1.11 Sales and Use Taxes

Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include junior college districts. The section further permits the purchase tax free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."

1.12 Certification of Franchise Tax Status

Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Respondent further agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.

1.13 Proposal Validity Period

Each proposal must state that it will remain valid for HC's acceptance for a minimum of one hundred twenty (120) days after the Submittal Deadline to allow time for evaluation, selection, and any unforeseen delays.

1.14 Equal Opportunity Employer

HC is an equal opportunity employer and does not discriminate in awarding contracts or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. H C requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.15 House Bill 1295

The Texas Legislature adopted House Bill 1295, which was added to Section 2252.908 of the Government Code. The law states that a governmental entity agency or state agency may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties (Form 1295). This disclosure requirement applies to a contract entered into on or after January 1, 2016.

If awarded a contract, the vendor may be required to complete and submit this form. HC will be unable to execute and services cannot be performed until the process is complete.

https://www.ethics.state.tx.us/filinginfo/1295/

1.16 Bid Protest Procedure

A vendor who has timely responded to an Invitation to Bid, Request for Proposal, or Competitive Sealed Proposal, but is not awarded the bid, has the right to protest the bid award if the amount of the bid is over $100,000 in the aggregate. A protest must be made in writing and submitted to Administrative Services no later than five (5) business days after the award of the bid. The date of the bid award will not be counted as one of the five (5) business days. Any protest submitted after five (5) business days is untimely and will not be considered by the College.

The written protest must contain the following in order to be considered:

(a) A specific identification of the statutory, regulatory, or policy provision(s) that the action complained of is alleged to have violated;
(b) A specific description of each act alleged to have violated the statutory, regulatory, or policy provision(s) identified in “a” of this subsection;
(c) A precise statement of the relevant facts;
(d) An identification of the issue or issues to be resolved;
(e) Arguments and authorities in support of the protest; and
(f) An affidavit that the contents of the protest are true and accurate.

No amendments to the protest will be considered by the College.

Purchasing, legal counsel for the College, and/or a committee headed by and appointed by the Vice-President, Administrative Services, shall review the protest documentation and shall provide the protestor a final written determination regarding whether any statutes, regulations, or policies have been violated, the reasons for the determination, and remedial action to be taken, if any. This review and final determination may be made with the assistance of legal counsel. The written determination shall be made within ten (10) business days of receipt of the protest, unless the Director of Procurement, or the designee, notifies protestor that additional time is needed. The decision shall be final.

1.17 Domestic Preferences for Procurement and Buy American Provisions

As appropriate and to the extent consistent with law, HC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending Federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (Purchases that are made with non-Federal funds or grants are excluded from the Buy American Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

HC will accept proposals submitted in response to this RFP until 3:00 p.m., Central Standard Time on May 13, 2026 in Administrative Services offices and through email at kmangum@hillcollege.edu.

2.2 HC Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following HC contact ("**HC Contact**"):

Hill College
Attn: Katrina Mangum
Director of Procurement
112 Lamar Dr.
Hillsboro, Texas 76645

kmangum@hillcollege.edu

HC specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to HC Contact. HC Contact must receive all questions or concerns no later than April 29, 2026 at 5:00 p.m**.** HC will have a reasonable amount of time to respond to questions or concerns. It is HC's intent to respond to all appropriate questions and concerns; however, HC reserves the right to decline to respond to any question or concern. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, can be obtained by email kmangum@hillcollege.edu.

2.3 Criteria for Selection

The successful Proposer, if any, selected by HC in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to HC. The successful Proposer is referred to as the "**Contractor**."

Proposer is encouraged to propose terms and conditions offering the maximum benefit to HC in terms of **(1) service capabilities, (2) total overall cost/revenue to HC, (3) financial ability/stability**, and (**4) bookstore and account management expertise**. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to HC in a contract for the Services.

An evaluation team from HC will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. HC may give consideration to additional information if HC deems such information relevant.

2.3.1 The criteria to be considered by HC in evaluating proposals and selecting Contractor, will be those factors listed below.

Scoring Criteria:

2.3.1.1 Service Capabilities..... (40%)

- Demonstration of competency and experience.
- For the purpose of evaluating competency and experience, the degree of relevant experience of the Proposer with other Texas public entities will be a factor.
- Other relevant experience with clients other than Texas public entities which indicate the scope of services, experience and resources available from Proposer with respect to the services sought by the College will also be considered.

2.3.1.2 Total overall cost/revenue to HC..... (40%)

- Commissions/Percentage of Gross Sales
- Renovations and/or Capital Investment

2.3.1.3 Financial Ability/Stability ..... (10%)

- Financial strength of the Proposer
- Recognizing that there are important considerations other than costs, the College may not necessarily select the proposal with the lowest costs.

2.3.1.4 Account Management Plan..... (10%)

- The Proposer's written plan explaining how the Proposer plans to manage this account and integrate its efforts with those of the College's staff and work processes.
- Proposer's plan to have one point of contact between Proposer and College, along with a back-up.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit **one (1) complete proposal** with original signatures by an authorized officer of Proposer.

3.2 Submission

Proposals must be received by Hill College on or before the **Submittal Deadline** specified in Section 2.1 of this RFP.

Physical Delivery or Common Carrier (FedEx, UPS, etc.):

Hill College
Attn: **Katrina Mangum, Director of Procurement**
112 Lamar Drive
Hillsboro, Texas 76645

Electronic Submission:
kmangum@hillcollege.edu

Proposals submitted by email must be received in full by the Submittal Deadline. Hill College is not responsible for transmission errors, delayed delivery, or incomplete submissions.

Proposer is responsible for ensuring timely delivery of the proposal in the format(s) allowed above. Bids received after the deadline will not be accepted.

3.3 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then HC may reject the proposal:

3.3.1 Signed and Completed Execution of Offer (ref. **Section 2** of **Appendix One**)

3.3.2 Signed and Completed Pricing Proposal (ref. **Section 6** of this RFP)

3.3.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **Appendix One**)

3.3.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **Appendix One**)
It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, can be obtained by emailing kmangum@hillcollege.edu.

3.3.5 Responses to questions and requests for information in the Proposer's General Questionnaire (ref. **Section 3** of **Appendix One**)

3.3.6 Signed and Completed Felony Conviction Notification Form (ref. **Section 5** of **Appendix One)**

3.3.7 Signed and Completed Delinquent Franchise Taxes Form (ref. **Section 6** of **Appendix One**)

3.3.8 Signed and Completed Prohibition on Contracts with Companies Boycotting Israel Form (ref. **Section 7** of **Appendix One**)

3.3.9 Signed and Completed Prohibition on Contracts with Companies Boycotting Energy Companies Form (ref. **Section 8** of **Appendix One**)

3.3.10 Signed and Completed Prohibition on Contracts with Companies that Discriminate Against Firearms Entity or Trade Association Form (ref. **Section 9** of **Appendix One**)

3.3.11 Signed and Completed Prohibition on Contracts with Companies on National Defense and Foreign Adversaries Lists Form (ref. **Section 10** of **Appendix One**).

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Proposed Agreement (ref. **Appendix Two**) or, in the sole discretion of HC, terms and conditions substantially similar to those contained in the Proposed Agreement will constitute and govern any contract or agreement that results from this RFP.

SECTION 5

SPECIFICATIONS AND SCOPE OF WORK

5.1 General Information

The minimum requirements, specifications, and Scope of Work for the Services are set forth below. The successful Proposer is referred to as the "**Contractor**."

The objective is to provide to the HC community, students, faculty, and staff a bookstore operation that meets semester book requirements, sundry merchandise, HC clothing, and any other needs requested, with the flexibility to amend the Agreement by mutual consent as the College's needs change. The College is interested in working with a vendor to help create and implement effective strategies to reduce the cost of textbooks and related solutions, including new, used, rental, digital, course packets, and other innovative ways of delivering course materials utilizing emerging technologies and creative solutions.

HC has approximately **5,487** students (full-time, part-time, distance education, high school dual credit, and non-credit continuing education classes), **150** faculty and **137** staff who have access to HC's bookstore, in addition to alumni and community members. The College partners with over **30** area high schools to provide dual credit courses and/or early college high school. The College offers over **47** associate's degree programs, **41** undergraduate certificate programs, **10** institutional credentials leading to licensure or certification, and **2** occupational skills awards.

The College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

The College's academic calendar consist of the following

- Two major semesters: Fall and Spring (16 week and 8 week course options)
- Two summer sessions (11 week, two 5 week course options)
- Mini-terms Fall and Spring (3 weeks each)
- Courses may be offered in various modalities (In-Person, Virtual, Hybrid) Weekend courses are also offered.
- Various technical and continuing education courses throughout the year

Fall 2023	Headcount:	4000	6 hours:	764	12 Hours:	448	15 Hours:	171
Spring 2024	Headcount:	3679	6 hours:	664	12 Hours:	357	15 Hours:	122
Fall 2024	Headcount:	4158	6 hours:	818	12 Hours:	359	15 Hours:	128
Spring 2025	Headcount:	3911	6 hours:	820	12 Hours:	284	15 Hours:	34
Fall 2025	Headcount:	4617	6 hours:	988	12 Hours:	195	15 Hours:	34

The HC Bookstore shall operate Monday through Friday 8:00 am until 5:00 pm, except for holidays. The bookstore is closed on Fridays during the summer. Special operating hours shall be established and mutually agreed upon with the awarded vendor for fall, spring, and summer registrations, as well as for special events.

The HC Bookstore is currently hosted online only.

The purpose of this RFP is to obtain complete data from potential vendors to include how they propose to operate HC's bookstore. The responses will enable the college to determine which vendor is best able to serve all of the criteria which are to be considered in the award of this contract. Proposers may propose additional tasks, options, or activities if they substantially improve the results of this project.

The annual gross sales of the current bookstore operation over the last few years has averaged approximately $916,103.

The following information represents the past three years of sales figures. These figures are provided as historical data only and are not a guarantee of future sales. The college is currently in transition from textbook to open educational resources for coursework.

	Fiscal Year 22/23	Fiscal Year 23/24	Fiscal Year 24/25
Average Textbook Cost	$95.97	$101.97	89.58
Inclusive Access	$0.00	$2,080.00	103,349.00
New Textbooks	$180,903.00	$202,104.00	157,213.00
Used Textbooks	$14,203.00	$22,127.00	20,514.00
ebooks	$170,442.00	$286,841.00	461,516.00
Digital	$204,895.00	$214,340.00	10,112.00
Rentals	$767.00	$917.00	3,404.00
Custom Books	$37,812.00	$75,559.00	63,304.00
Merchandise	$170,346.00	$179,997.00	165,275.00
Total Sales	**$779,463.97**	**$984,066.97**	**984,776.58**

5.2 Minimum Qualifications of Proposer

Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

5.2.1 Be a bookstore services firm engaged in the business of bookstore services for a minimum of five (5) years.
5.2.2 Must not have previously defaulted on a bookstore operation contract. List any previous defaulted operations, if any.

5.3 Pricing Proposal – Ref. Section 6

5.4 Scope of Work - Requirements

The College is interested in partnering with a vendor that can create and implement effective strategies to reduce the cost of course materials for students. It is the College's goal to offer students options to the traditional course material formats by utilizing innovative ways to deliver resources emerging from new technologies and creative possibilities, including an option for Automatic Textbook Billing.

5.4.1 Operations

a. The Contractor ("bookstore") shall be designated as the exclusive on-campus partner that will operate the College bookstore. However, the College may occasionally authorize the sale or purchase of certain items by approved vendors, student groups, or by organizations of the College. Nothing in this section shall be construed to limit Hill College's statutory procurement authority under Texas Education Code Chapter 44, including the ability to acquire course materials independently when deemed in the best interest of the College.

b. The Contractor shall be required to provide the College community with all required and recommended course materials. The Contractor should provide all format options to students including new textbooks, used textbooks, rental textbooks, digital textbooks, Automatic Textbook Billing, custom published materials, plus a full range of supplies, general books, general merchandise, logo clothing, gifts, convenience items, health and beauty aids, and any other agreed-

upon items.

c. The Contractor shall operate the bookstore in a manner that reflects the image and reputation of the College and supports the mission and vision of the College. The Contractor shall become involved in the academic, cultural, and social environment of the College, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of the College.

d. The Contractor shall operate the bookstore on its own credit and shall furnish at its own expense all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the College.

e. The Contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to student organizations and student activities of the College with respect to bookstore services and merchandise.

f. Bookstore business hours, at a minimum, will include Monday through Friday and will be approved by the College. Business hours will be extended during the beginning of each semester and support special programs and events as necessary. The Contractor will meet the changing needs of the College, including providing necessary business hours to provide products and services during certain admissions events, etc. Changes to the hours of the operation must be approved by the College Representative.

g. At the sole discretion of the College, the Contractor shall withdraw from display or sale any item or items or services which the College requests not be displayed, sold or offered. The sale of alcohol, vape and tobacco products, however, is strictly prohibited.

h. All internal and external bookstore signage must be approved in writing in advance by the College.

i. Meetings will be held each semester between the bookstore and the College Representative to discuss issues, progress and other relevant data. Meetings are intended to improve communication and processes which ultimately are responsible for providing resources to students in an efficient and effective manner. The Contractor will provide all requested reports and information as directed by the College Representative.

j. The Contractor will partner with the College's Media Services to provide students with any in-house approved materials that are printed in a manual and bound format.

k. The Contractor shall provide price matching, if possible, with the two largest competitors, example: Amazon.com and BN.com, when matching ISBN textbooks.

l. Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of cardholder data. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable laws, Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable laws and to indemnify, hold harmless and defend College and its trustees, officers, and employees from and against any claims, damages, or other harm related to such a breach.

m. The Contractor shall follow the College's guidelines, as well as any applicable laws, regarding the disposal of documents containing "personally Identifiable Information" where there is a potential for identity theft. "Personally Identifiable Information includes, but is not limited to, names, addresses, telephone numbers, social security numbers, student identification number ("A-number"), credit and/or debit card numbers, bank account numbers, email addresses, passwords and/or PIN numbers.

n. The Contractor will honor any current or future exclusive rights contracts that College is bound to. Contracts of particular interest would be the food service, vending, and exclusive beverage contracts.

o. Contractor may advertise and promote its products and services to the fullest extent to attract students, staff, faculty and guests. All advertising and promotional efforts shall be devoted to the campus community. College representation of the endorsement shall not be permitted unless specific written approval has been given through Marketing to the College Representative.

p. Contractor shall comply with any logo licensing agreement as entered into by HC. Contractor shall comply with all HC graphic and social media guidelines as outlined by HC Marketing and Communications department.

5.4.2 Staffing/Personnel

a. Staffing. The Contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of the bookstore in accordance with the requirements established by the College. The Contractor shall do everything in its power to ensure that the management team and staff of the bookstore is stable and that their conduct and interaction with the campus communities, customers, and vendors are consistent with the mission and values of the College. Contractor shall provide sufficient backup in times of staff shortages due to vacation, illnesses, and inclement weather.

b. College may at any time or from time to time and for any reason whatsoever notify the Contractor that it will no longer accept services performed by any one or more of Contractor's employees. College shall have no obligation to disclose the notification or reason. Contractor shall promptly remove such employee(s) from College's premises and take immediate steps to ensure that its performance under the contract will not be reduced.

c. Every employee or agent of the Contractor assigned to College premises shall have appropriate identification provided by the Contractor for inspection by HC Police & Campus Safety. All employees must wear the HC identification lanyard. Contractor agrees that all persons working for or on behalf of Contractors whose duties bring them upon College premises shall obey all rules and regulations established by the College and shall comply with all reasonable directions of HC Police & Campus Safety.

d. Contractor shall require all employees to dress in a professional, neat, clean manner while performing duties. Contractor will not allow employees, including student assistants, to wear any clothing or accessory items that may be deemed as indecent or controversial.

e. Bookstore managers. The Contractor shall staff the bookstore with experienced and qualified managerial and staff personnel. The bookstore managers assigned to the bookstore by the Contractor must be approved in advance by the College.

Subsequent changes in assignments will be made by the Contractor only after prior consultation with and approval by the College.

f. Student employees. The Contractor shall provide employment opportunities for students of the College.

g. During all business hours, including peak business hours and extended hours, the Contractor will staff the bookstore adequately to ensure the College's required level of service will be provided, eliminating long lines to expedite the availability of educational materials to students.

h. College is an equal opportunity employer and does not discriminate in awarding contracts or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. College requires companies with which it conducts business to be equal opportunity employers and comply with all applicable Federal, state and municipal laws and regulations regarding contracting and employment practices.

5.4.3 Textbooks/Course Materials, Merchandise, Services

a. The Contractor shall be the College's exclusive on-campus partner for the collection and compilation of the textbook and course materials list associated with College courses and for providing all required and recommended textbooks and course materials. The exclusivity would not be applicable if the bookstore chooses not to price match any variance over 5% of the book cost so that the College can procure the books independently.

b. The Contractor shall provide sufficient quantities of all required, recommended, or suggested course materials, textbooks, custom-published materials (including the securing of copyright clearances), software, materials published or distributed electronically, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the College. The Contractor will provide all resource options available: new, used, rental, digital, Automatic Textbook Billing, or any other approved and agreed-upon method.

c. The Contractor, working with the faculty, shall make every effort to obtain textbook adoption commitments in order to maximize the quantity of textbook options purchased from students for resale at the College bookstore. Adoption dates will be agreed upon by Contractor and College in advance.

    a. Contractor shall provide timely reports to faculty members concerning the status of their orders. The Contractor must provide an explanation to the Department Chair if the Contractor orders a quantity less than the desired quantity of the adoption.

d. The Contractor can sell class rings in the College bookstore, if applicable. The design, style and selection of rings shall be approved in advance by the College.

e. The Contractor may sell graduation-related merchandise as approved by the College.

f. The Contractor will have a refund and/or exchange policy in place that accommodates both the Contractor and their customer.

g. Contractor must be willing to support ordering mechanisms that fall outside the traditional book or textbook format, including required ancillary supplies for workforce programs as well as instructor-created material, course packs, and Open Educational Resources. The Contractor should work with the College to ensure that such orders are user friendly and will enable prompt, accurate shipment of supplies.

h. HC has many educational partners, including local high schools, that purchase textbooks for their students and in some instances the students purchase their own textbooks. The Student Learning and Success office is tasked with assisting schools with their textbook purchases. Providing the partnered schools with accurate textbook and course material information in a timely manner is crucial to the process in order for their students to achieve academic success.

5.4.4 Pricing, Policies, Commitment to Lowering Costs

a. The Contractor shall provide a competitive textbook pricing policy for the following: (1) new textbooks – all types; (2) net-priced new and/or bundled course material packages (e.g. textbook, workbook, CD, passcode, etc., bundled together); (3) pre-priced new textbooks – all types; (4) used textbooks; (5) rented textbooks, new and used; (6) digital textbooks, new and leased; (7) course packs and custom published materials (i.e. materials requiring copyright permission); (8) price-matching; and (9) there will be no add-ons or surcharges to cover freight, handling, publisher restocking fees, etc. (i.e., the above formulas will be applied to the actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook). (10) If applicable, Automatic Textbook Billing as agreed upon between College and Contractor.

b. The Contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher's list price, or if there is no list price at prices competitive in the local area and competitive in the college bookstore industry.

c. The Contractor shall sell all other merchandise (clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the college bookstore industry. Retail prices of general merchandise will not exceed manufacturers' suggested retail prices, if applicable.

d. Contractor will have in place a refund or exchange within the allowable timeframe any required or recommended textbook provided that textbooks purchased new are returned with receipt and no marks or writing. The timeframe may be different for each term but is typically 12 class days for 16-week terms. It is the responsibility of the Contractor to verify the allowable timeframe with College.

e. The College has a right to audit the Contractor's records, vendor invoices, publisher invoices, etc. to verify adherence to the established pricing policies.

5.4.5 Textbook Rental Program

a. The Contractor will make a concentrated effort to maximize the availability of rental new and used textbooks for purchase by College students.

5.4.6 Digital Textbook Program

a. The Contractor will make a concentrated effort to maximize the availability of digital new and leased textbooks for purchase by College students.

5.4.7 Used Textbook Program

a. The Contractor will make a concentrated effort to maximize the availability of used textbooks for purchase by College students.

b. Buyback. The bookstore will buy back books from students at no less than 50% of the original retail purchase price for textbooks that have been re-adopted for an ensuing semester. (i.e. If a textbook was purchased new and has been re-adopted, then the bookstore will pay the student not less than 50% of the original new textbook purchase price during buyback. If a textbook was purchased used and has been re-adopted, then the bookstore will pay the student not less than 50% of the original used textbook purchase price during buyback.) Textbooks that have not been re-adopted for an ensuing semester will be purchased at a minimum of the wholesale price, established by national used book wholesalers and published in one of the national used book wholesale buying guides.

c. The College prohibits the purchase and sale of complimentary/desk copies.

5.4.8 Tender Types

a. The Contractor shall accept cash, major credit cards, bank debit cards, Apple Pay, and Google Pay, if possible, authorized College department charges, financial aid/scholarship charges, HC educational partners' purchase orders, and College purchase orders.

b. The Contractor shall be solely responsible for all expenses and collection of debts resulting from cash, credit cards, and bank debit card transactions.

c. Department charges: College departments will be allowed to charge department purchases at the bookstore. College departments shall receive a five percent (5%) discount from the bookstore for all merchandise, with the exception of textbooks, computers and computer software.

d. Faculty/staff discounts: College full-time faculty and staff shall receive a five percent (5%) discount from the bookstore for personal purchases, with the exception of textbooks, computers, and computer software.

e. Financial aid/scholarship: The Contractor will accept financial aid and scholarships for the purchase of textbooks, course material, etc. The Contractor must interface with the College's Jenzabar system in order to accept and process financial aid and scholarships. Currently financial aid data (i.e. student name, amount of aid, etc.) is uploaded from the College's Jenzabar system to the bookstore's computer system daily. Authorized students are then able to charge their financial aid/scholarship purchases in the bookstore. The Contractor will incur all hardware, software, programming, and maintenance fees associated with interfacing with the College's Jenzabar system.

f. The College reserves the right to create and implement a Campus Gift Card Program which may include a debit/stored-value system. The Contractor will be required to participate in the Campus Gift Card Program. Contractor will purchase and operate point-of-sale swipe equipment, which must be compatible with any Campus Gift Card Program and College's Jenzabar program to allow students to purchase with the Campus Gift Card. Contractor will bear the initial purchase cost and maintenance agreement costs. College's Administrative Services office will oversee all Campus Gift Card activities.

5.4.9 Technology

a. The Contractor shall provide state-of-the-art technology (e.g. bookstore computer system, point-of-sale system, computerized textbook management system, website, etc.) to deliver the desired level of service to the College. (Note: The College will not buy out the undepreciated portion of the Contractor's technology investment at the termination of the contract.)

b. The Contractor shall provide and maintain a website for the College bookstore. The website shall include, but not be limited to, the ability for customers to order and reserve textbooks, general books and general merchandise. All aspects of the College bookstore's website, including products sold (whether by the contractor or by a third-party vendor), links to and/or from the College bookstore's website, and advertising accepted shall require the College's prior written approval.

c. The website shall include the ability for faculty to submit online textbook adoptions.

5.4.10 Financial Reporting

a. On a monthly basis, the Contractor shall submit a detailed sales report, along with the commission payment, including total sales and payable commissions.

b. On an annual basis Contractor will submit a detailed bookstore financial statement to the College.

5.4.11 Facility Investment and Depreciation

a. The Contractor will be required to make a capital investment to enhance the facilities of the College bookstore.

b. The College bookstore Contractor will be expected to work in conjunction with the College Administration and Facility Services to enhance the bookstore facilities.

c. The timing of the facility investment (bookstore renovation) will be approved by the College. If the timing must be adjusted, the Contractor will work to obtain a time agreeable to both parties that minimizes a departure from their normal business hours. During the interim, the Contractor agrees to utilize the current bookstore space until renovations can be made.

d. The Contractor will be required to work closely with Physical Plant and College Administration on the design and enhancements for the bookstore facilities in order to ensure that the bookstore design reflects the needs of the College and the needs of the Contractor.

e. Utilities are brought to the premises by the College. The Contractor is responsible for connecting the utilities to their equipment and for paying all related construction costs and connections.

f. The capital investment by the Contractor could include, but not be limited to the following:
    - If applicable and deemed necessary, interior change or build-out of space to update or change interior walls, retail space, office space, storage space,

and shipping/receiving space
- Painting, if deemed necessary
- Wall treatment, if deemed necessary
- Floor treatment, if deemed necessary
- Ceiling, if deemed necessary
- Lighting, if deemed necessary
- Furniture and fixtures, if deemed necessary
- Signage, if deemed necessary

g. The capital investment by the Contractor to enhance and upgrade the bookstore facilities will be depreciated on a straight-line basis over five (5) years.

h. The Contractor's capital investment for the bookstore facilities must meet College standards; must be approved in advance by the College; must comply with all procurement and permitting regulations and all laws; and must be coordinated by the Contractor.

i. All bookstore design fees and fees associated with facility improvements shall be incurred solely by the Contractor and the Contractor shall treat all design and planning fees as the Contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.

j. All capital investments and fixtures in the bookstore facilities shall become the property of College at the termination of the contract. If the contract, or extensions hereto is terminated by the College for convenience prior to the capital investment being fully depreciated, then the College will reimburse the Contractor for the undepreciated portion of the capital investment at the bookstore facilities and all capital investments in facility enhancements and fixtures shall become the property of the College. If the contract is terminated for default by the College, then the College shall not reimburse the Contractor for the undepreciated portion of the capital investment and all capital investments in facility enhancements and fixtures shall become the property of the College.

k. If the actual amount spent by the Contractor on the facility investment is less than the amount offered in the Contractor's proposal, then the Contractor will provide the College with the difference between the actual amount spent and the amount offered, payable within thirty (30) days following completion of the facility improvements. The selected Contractor will provide the College with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment.

l. The Contractor shall pay the College the greater of either (i) the financial return based on the commission schedule, or (ii) the guaranteed annual minimum commission stated in the Pricing Proposal, ref. **Section 6** of the RFP.

m. Payments will be made to College on a monthly basis. Contractor shall provide an Excel spreadsheet of the details of the commission statement by store. The College shall have the option to select either (i) monthly payments according to the commission schedule, or (ii) monthly payments based on one-twelfth ($1/12^{th}$) of the minimum annual financial guarantee. Regardless of the payment method selected by the College, payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of the contract year.

n. The Contractor shall be solely responsible for collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc., or otherwise.

o. The Contractor shall maintain complete and accurate records of all transactions in accordance with generally-accepted accounting standards and principles. The Contractor shall make all records available for inspection by authorized College representatives if requested.

p. Contractor shall provide and submit an itemized list of assets to be utilized at the HC bookstore prior to the execution of the contract. These assets are owned by the Contractor.

5.4.12 College Obligations

a. The College will provide the Contractor with:
- Bookstore space and office area access which are all located on main campus; 112 Lamar Drive, Hillsboro, Texas 76645.
- College agreed to provide adequate electrical power and other utilities as required for the general areas of the bookstore. Contractor shall be responsible for the cost of any interior connections.
- College will not guarantee an uninterrupted power supply, although periods of service interruption will be kept to a minimum insofar as College has control over the source or cause of interruption. College will not be liable for loss resulting from interruption or failure of any utility. However, it shall be diligent in restoring service following an interruption.
- College will provide for the removal of trash and garbage from designated receptacles. Contractor shall be responsible for transporting all waste from its assigned areas to the appropriate receptacles. If the College has a recycling program, Contractor will adhere to those guidelines. The Contractor shall be responsible for the cost of the removal of any hazardous waste
- College will provide pest control and shall coordinate that with Contractor.
- College will permit Contractor to utilize the intra-campus mail system.
- College will provide telephone equipment and local phone service only. Contractor shall be pay long-distance phone charges. College will send an invoice monthly to the Contractor, if applicable.
- Security service for the bookstore provided by the College in the same manner provided to other College buildings. Additional security services may be provided upon request, with the Contractor agreeing to reimburse the College for such services.
- College will provide building maintenance for non-Contractor-owned equipment, if applicable.
- College shall maintain the exterior of the building, common areas and dock areas.
- College shall provide access to the College Services for the delivery of goods and shall designate the route of delivery through the building to Contractor's premises.

5.4.13 Contractor Obligations

a. The Contractor will provide the following as part of its operation of the bookstore:
- Contractor shall throughout the term of the Contract keep and maintain all portions of the bookstore facility in good and safe order, condition and repair, ordinary wear and tear excepted, and in clean and sanitary condition with particular consideration given to the general appearance of the bookstore. Sanitary conditions must be in conformance with the requirements of the State of Texas Health Department and the City of Hillsboro, and the Contractor shall make available to HC all such health and safety inspection

reports. Daily cleaning and maintenance of the interior will be the responsibility of the operator of the bookstore.

- Any repairs, alterations or additions to the bookstore shall be pre-approved by the HC Physical Plant. The quality and workmanship of repairs, alterations, and additions will be equal to the material of the original construction and installation. The Contractor shall promptly pay for the cost of any repair. Any and all repairs, alterations or additions through a third-party and/or subcontractor(s) must be pre-approved by Hill College.
- Contractor shall meet the bookstore needs of handicapped students and all ADA requirements.
- Contractor shall conform to all traffic regulations of College's campus and surrounding community.
- Contractor employees shall obtain appropriate parking permits from HC Police & Campus Safety.
- Contractor shall pay any long-distance phone charges. College will send an invoice monthly to the Contractor for these charges.
- Contractor shall bear the cost of re-keying all exterior doors and resetting the lock combination. However, the Contractor shall not make lock changes without prior approval of the College.
- An emergency key will be left with the HC Police & Campus Safety.
- Contractor will be responsible for all housekeeping and shall bear the cost of those services.

5.4.14 Special Requirements

a. Upon request, reasonable access to the bookstore shall be allowed for College's Physical Plant and Information Technology and Learning Innovation staff to perform work (i.e. repairs, cabling, etc.) on College's property.

5.4.15 Surrender of Premises

a. Upon the expiration or sooner termination of the Contract, the Contractor shall peaceably yield and deliver to the College in good order and condition, reasonable wear and tear excepted, all interest in the bookstore facilities, excluding personal property, inventory and supplies, on the premises and such interest shall thereupon automatically vest to the College.

b. Contractor's failure to remove its personal property within five (5) business days after the termination or expiration of the Contract shall be deemed to be an abandonment of its personal property. College will make all necessary repairs to the facility which may be required as a result of removal of trade fixtures and other personal property and reasonably charge the Contractor for such repairs.

5.4.16 Bookstore Physical Location, Name, and Operational Transition

a. **Physical Location**

Hill College has designated the existing Welcome Center Building on the Hill County Campus as the physical location for the on-campus bookstore operation. The selected Contractor shall operate the bookstore within the Welcome Center at a location and footprint determined by Hill College.

The bookstore shall be fully functional, offering Hill College-branded merchandise, course related materials, and retail items that support students, employees, alumni and visitors.

b. **Bookstore Name**

The official name of the Hill College Bookstore shall be "**The Rebel House**."

Use of the name "The Rebel House," all associated brandings, logos, and trademarks shall remain the sole property of Hill College and shall be subject to Hill College's branding and marketing standards. The Contractor shall not use the name for any purpose outside the scope of this Agreement without prior written approval from Hill College.

c. **Transition of Existing Merchandise Inventory**

At contract commencement, the contractor shall be required to purchase all existing Hill College merchandise inventory currently being sold through the Texas Heritage Museum, at actual cost, as documented by Hill College inventory records.

Upon purchase, the Contractor shall transfer this merchandise to the new bookstore location within the current Welcome Center and make it available for sale through the bookstore.

d. **College-Provided Resources**

Hill College will provide the following in support of the bookstore operations:

- The designated bookstore space within the **The Rebel House**
- Standard building utilities (electricity, water, HVAC)
- Access to approved work-study student labor, subject to availability and Hill College policies
- Coordination and approval for the use of college-owned branding, marks, and logos
- Reasonable access to **The Rebel House** during normal operating hours

e. **Contractor Responsibilities**

The Contractor shall be solely responsible for:

- Store layout, fixtures, shelving, displays, point-of-sale systems, and merchandising equipment. The college does own some fixtures that would be available for use. Any additional fixtures would be the responsibility of the contractor.
- Day -to-day staffing, training, and supervision (excluding College-provided work study students)
- Inventory management, restocking, visual merchandising, and sales operations
- Security of merchandise and handling
- All operational costs necessary to maintain a fully functional retail bookstore.

SECTION 6

PRICING PROPOSAL

Proposal of: _____
(Proposer Company Name)

To: Hill College

Ref.: Bookstore Management & Operations

RFP No.: 25/26-001

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish Bookstore Management & Operations required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

6.1 Pricing Proposal for Services Offered

6.1.1 See below HC Pricing Proposal. It must be filled out completely and returned with this Pricing Proposal.

6.2 Added Value

6.2.1 Describe any proposed benefits to HC from Proposer, not otherwise set forth herein, which would be an added value to HC. Examples of these benefits might include sponsorship of events, scholarships, and the like. Such benefits are wholly voluntary and are not a requirement of this RFP but may be considered by HC in determining the best value for the college.

6.3 HC's Payment Terms

HC's standard payment terms for services are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to HC, if any:

Prompt Payment Discount: _____%_____days/net 30 days

Respectfully submitted,

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Email: _____

Date: _____

SECTION 6.1.1 - PRICING PROPOSAL	
NOTICE TO PROPOSER: This Financial Proposal MUST be completed EXACTLY as shown. Provide any additional information or explanation on a separate sheet.	
PROPOSER NAME:	
SIGNATURE & DATE:	
NOTE: The signatory must be an individual or a company officer empowered to contractually bind the Proposer.	

SECTION A — Pricing Proposal

FINANCIAL PROPOSAL SCHEDULE

The proposed revenue, detailed below, shall indicate the proposed revenue for the entire scope of service including all services as defined in this RFP. The proposed revenue and the submitted technical proposal associated with this revenue shall remain valid for at least 120 days subsequent to the date of the Financial Proposal opening and thereafter in accordance with any resulting contract between the Proposer and HC. All monetary amounts are United States currency. For evaluation purposes only, the amount of total annual Gross Sales shall be $1,500,000.

Part 1: Commission Guarantee / Percentage of Gross Sales:

	Guaranteed Commission (dollar amount) if applicable	Commission Percentage (of Gross Sales), if applicable (% listed below will be in addition to guaranteed commission listed in previous column. Multiple entries may be made for tiered commission rates. If more space is needed, please attach additional page(s).)		
Year 1	$_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____
Year 2	$_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____
Year 3	$_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____

Year 4	$_____	_____% of Gross Sales between $_____and $_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____
Year 5	$_____	_____% of Gross Sales between $_____and $_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____
Year 6 If renewed	$_____	_____% of Gross Sales between $_____and $_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____
Year 7 If renewed	$_____	_____% of Gross Sales between $_____and $_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____
Year 8 If renewed	$_____	_____% of Gross Sales between $_____and $_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____
Year 9 If renewed	$_____	_____% of Gross Sales between $_____and $_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____
Year 10 If renewed	$_____	_____% of Gross Sales between $_____and $_____	_____% of Gross Sales between $_____ and $_____	_____% of Gross Sales between $_____ and $_____

Part 2: Renovation and Capital I**nvestment (Dollar Amount) (attach separate sheets to detail)**
Proposed Renovation and Capital Investment is $_____

Part 3: Other financial information to be provided (attach separate sheets if necessary):

Part 4: Technology Investment (Dollar Amount) (attach separate sheets to detail if necessary):
Proposed Technology Investment is $_____

APPENDIX ONE

PROPOSAL REQUIREMENTS

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SECTION 1

GENERAL INFORMATION

1.1 Purpose

HC is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by HC.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

1.2 Proposal Requirements and General Instructions

1.2.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.2.2 Proposers must submit proposals in accordance with the specifications in Section 3. Each variance to these specifications must be clearly stated in the proposal. Slight variations to specifications might be accepted; however, the College will be the sole judge as to what variations will be allowed.

1.2.3 All products and/or services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the College shall be included in the proposal.

1.2.4 Any deviations to any of the specifications shall be clearly noted in writing by the Proposer and shall be included with the proposal.

1.2.5 Proposals and any other information submitted by Proposer in response to this RFP will become the property of HC.

1.2.6 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by HC, at HC’s sole discretion.

1.2.7 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.2.8 HC makes no warranty or guarantee that an award will be made as a result of this RFP. HC reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP deemed to be in HC's best interest. HC reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to HC, at HC’s sole discretion. Representations made by Proposer within its proposal

will be binding on Proposer.

1.2.9 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by HC, in HC's sole discretion.

1.3 Preparation and Submittal Instructions

1.3.1 Execution of Offer
Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **Appendix One**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by HC, in its sole discretion.

1.3.2 Pricing Proposal
Proposer must complete and return the Pricing Proposal (ref. **Section 6** of this RFP). The Proposer should answer each applicable section. The fees must inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

HC will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing Proposal.

1.3.3 Proposer's General Questionnaire
Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **Appendix One).** Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.3.4 Addenda Checklist
Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **Appendix One**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by HC, in its sole discretion. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, can be obtained by emailing kmangum@hillcollege.edu.

1.3.5 Felony Conviction Notification Form
Proposer must complete, sign and return the attached Felony Conviction Notification Form (ref. **Section 5** of **Appendix One**) as part of its proposal. The Felony Conviction Notification Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Felony Conviction Notification Form may be rejected by HC in its sole discretion.

1.3.6 Delinquent Franchise Taxes Form
Proposer must complete, sign and return the attached Delinquent Franchise Taxes Form (ref. **Section 6** of **Appendix One**) as part of its proposal. The Delinquent Franchise Taxes Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Delinquent Franchise Taxes Form may be rejected by HC in its sole discretion.

1.3.7 Prohibition on Contracts with Companies Boycotting Israel Form

Proposer must complete, sign and return the attached Prohibition on Contracts with Companies Boycotting Israel Form (ref. **Section 7** of **Appendix One**) as part of its proposal. The Prohibition on Contracts with Companies Boycotting Israel Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Prohibition on Contracts with Companies Boycotting Israel Form may be rejected by HC in its sole discretion.

1.3.8 Prohibition on Contracts with Companies Boycotting Energy Companies Form

Proposer must complete, sign and return the attached Prohibition on Contracts with Companies Boycotting Energy Companies Form (ref. **Section 8** of **Appendix One**) as part of its proposal. The Prohibition on Contracts with Companies Boycotting Energy Companies Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Prohibition on Contracts with Companies Boycotting Energy Companies Form may be rejected by HC in its sole discretion.

1.3.9 Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form

Proposer must complete, sign and return the attached Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form (ref. **Section 9** of **Appendix One**) as part of its proposal. The Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form may be rejected by HC in its sole discretion.

1.3.10 Prohibition on Contracts with Companies on National Defense and Foreign Adversaries Lists Form

Proposer must complete, sign and return the attached Prohibition on Contracts with Companies on National Defense and Foreign Adversaries Lists Form (ref. **Section 10** of **Appendix One**) as part of its proposal. The Prohibition on Contracts with Companies on National Defense and Foreign Adversaries Lists Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Prohibition on Contracts with Companies on National Defense and Foreign Adversaries Lists Form may be rejected by HC in its sole discretion.

1.3.11 Submission

Proposer should submit all proposal materials through email by emailing kmangum@hillcollege.edu or, enclosed in a sealed envelope, box, or container, which shall be properly identified with the Proposal number, project name, proposal due date and time, and the name and address of the Proposer (ref. **Section 2.1** of this RFP).

Upon Proposer's request and at Proposer's expense, HC will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. HC will not under any circumstances consider a proposal that is received after the Submittal Deadline.

HC will not accept proposals submitted by telephone or proposals submitted by

Facsimile ("**FAX**") transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to HC. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without HC's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to HC, in HC's sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **Appendix One**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on HC that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into an agreement with HC as specified herein and that such intent is not contingent upon HC's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

APPENDIX ONE, SECTION 2

EXECUTION OF OFFER

Bookstore Management & Operations
RFP# 25/26-001

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT HILL COLLEGE. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT HILL COLLEGE'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. By signature hereon, Respondent offers and agrees to furnish to HC the products and/or services more particularly described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents contained herein.

2. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal.

3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

5. By signature hereon, Respondent represents and warrants that:

    a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

    b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

    c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;

di. Respondent, if selected by HC, will maintain insurance as required by the Contract;

dii. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that HC will rely on such statements, information and representations in selecting the Successful Respondent. If selected by HC as the Successful Respondent, Respondent will notify HC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.

7. By signature hereon, Respondent certifies as follows:
"Under Section 2254.004, *Texas Government Code,* the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."

8. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and HC.

9. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 *Texas Government Code*).

10. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

11. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

12. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless HC, all of its board members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs and expenses (including reasonable attorneys' fees and court costs), damages, and liabilities, arising out of, connected with, or resulting from any negligent or willful acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.

13. By signature hereon, Respondent agrees to abide by and fully comply with HC's smoking policy. Respondent understands that HC has a tobacco-free campus and this applies to the project at issue and Respondent agrees that all persons working under or for Respondent will abide by this policy in all respects.

14. By signature hereon, Respondent agrees that HC's bid protest policy, which is included in the RFP, will govern any protests related to this RFP and agrees to the terms of same. Please complete the following:

15. By signature hereon, in accordance with the Texas Government Code, Respondent represents and verifies that it does not, and will not during the term of the contract, if awarded, boycott Israel and that Respondent is not identified by the Texas Comptroller as boycotting Israel. "Boycott" as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

16. By signature hereon, Respondent confirms that neither Respondent nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("**U.S.**") federal government Procurement or Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (http://www.epls.gov/) issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Respondent further certifies that it is not identified on the Texas Comptroller's list of scrutinized companies doing business with Sudan or Iran or a list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization. Respondent will provide immediate written notification to HC if at any time prior to award Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when HC executes the Agreement, if any. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to the other remedies available to HC, HC may terminate the Agreement, if any, for default by Respondent.

Please complete the following:

Respondent's EIN No: _____

If Sole Owner:
Respondent's SS No: _____

If a Corporation:
Respondent's State of Incorporation: _____
Respondent's Charter No: _____

Please identify each person who owns at least 25% of Respondent's business entity by name and social security number:

_____	_____
Name	Social Security Number
_____	_____
Name	Social Security Number

Name _____ Social Security Number _____

Name _____ Social Security Number _____

Submitted and Certified By:

(Respondent's Name) _____ (Authorized Signature) _____

(Date) _____ (Printed Name/Title) _____

(Telephone Number) & (Email) _____

(Street Address) _____ (City, State, Zip Code) _____

CONFIDENTIALITY OF SOCIAL SECURITY NUMBERS AND SENSITIVE PERSONAL INFORMATION

Any Social Security Numbers or other sensitive personal information submitted to Hill College in connection with this Request for Proposal are requested solely for purposes authorized by law, including but not limited to compliance with Section 231.006 of the Texas Family Code.

Hill College shall restrict internal access to such information to authorized personnel with a legitimate business need-to-know and shall safeguard the information in accordance with applicable state and federal laws.

Pursuant to Texas Government Code §552.147, Social Security Numbers are excepted from public disclosure under the Texas Public Information Act. Such information shall be withheld from public release and shall not be disclosed except as permitted or required by law.

Hill College will securely retain this information only for the period necessary to satisfy statutory requirements and will destroy or redact the information in accordance with its records retention schedule and applicable law once it is no longer required.

APPENDIX ONE, SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. Title each section in the following order and submit each section in a separate labeled tab for easy identification.

Cover letter: Provide a cover letter that shall not exceed two (2) pages in length summarizing key points in the proposal.

3.1 Proposer Profile

3.1.1 Legal name of Proposer Company:

_____

Address of principal place of business:

_____

_____

_____

Address of office that would be providing service under the Agreement:

_____

_____

_____

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, HC prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

3.1.2 Provide Proposer's audited financial statements for the past two (2) years. Audited are preferred, but reviewed statements will be accepted.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with HC (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of HC? If yes, Proposer will explain.

3.1.9 Proposer will provide the name and Social Security Number, if requested, for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

3.2 Textbook Pricing/Affordability/Format Options/Merchandise

3.2.1 Describe your company's methods for obtaining regular customer feedback to ensure customer satisfaction.

3.2.2 Identify your pricing policies for textbooks and course materials and explain your company's plans to address the pricing concerns of students at the College on the markup.

3.2.3 Describe your pricing policies for general (all other) merchandise and explain your company's plans to address the pricing concerns of students at the College. Contractor shall have a non-exclusive right to sell convenience store items such as snacks, health and beauty items, drinks, and other sundries.

3.2.4 Provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that would allow for buyback prices that are greater than wholesale prices. Include your estimated used textbook ratio (used textbook sales expressed as a percentage of total textbook sales) for the first three years of operation of the College bookstores.

3.2.5 Example: In an instance where College or Contractor provided incorrect textbook adoption information to an educational partner high school, what is your company's buyback policy in such instances in which the educational partner purchases the wrong textbook through no fault of their own?

3.2.6 Provide a detailed description of your rental program for textbook materials. Provide strategies used to increase rentals among students and how you will work with faculty to identify more reasonable resource options.

3.2.7 Provide Contractor's used, rental, and digital textbook ratio for the past three years.

3.2.8 Provide the used, rental and digital textbook ratios for three clients similar in nature to the College.

3.2.9 Provide a list of the available textbook format options that your company offers.

3.2.10 Provide a detailed description of your company's Automatic Textbook Billing program and how you would work with the College to implement such a program if requested.

3.2.11 Proposer will provide documentation showing compliance with Higher Education Opportunity Act 2008 regarding ISBN submission for online class schedules.

3.2.12 Proposer will provide written documentation for ensuring copyright laws and procedures will be adhered to when supplying the campus with copyrighted materials.

3.2.13 Describe process of allowing students to purchase course materials online inclusive with the online registration process. The student will have the choice of having their books shipped to them or held at a particular bookstore location for pick-up.

3.2.14 Proposer will describe, if applicable, the operation of computer sales and accessories sold through the bookstore. The computer store services would include the sale and service of hardware, software, licenses, and accessories.

3.2.15 Provide a detailed description of Contractor's plan to increase sales of emblematic and logo merchandise. The merchandise must target multiple demographics of stakeholders (students, faculty, men, women, children, alumni, special groups on campus, general public, etc.). Describe Contractor's plan to market emblematic/logo merchandise, including selling and promoting such merchandise in store, online, or by request at a special event. Contractor shall comply with any logo licensing agreement as entered into by HC. Contractor shall comply with all HC graphic and social media guidelines as outlined by HC Marketing and Communications department.

3.2.16 Contractor will work with the College on distribution and sale of College-approved faculty class notes, course packs, lab manuals, etc. These are printed and bound by the College's Marketing and Communications department.

3.3 Management Plan and Approach

3.3.1 Provide a detailed transition timeline for the first six months of operation. Include details on your construction schedule if you plan to do a buildout.

3.3.2 Describe your refund and/or exchange policy for all textbook options (new, used, rental, e-digital, etc.), supplies, and general merchandise.

3.3.3 Describe your proposed hours of operation for the College bookstore.

3.3.4 Describe your company's plans for developing and implementing an active strategic plan to market affordable texts while increasing the textbook/course materials market share at the College bookstore.

3.3.5 Describe your plans to develop strong relationships with faculty.

3.3.6 Describe your textbook/course materials adoption solicitation program, including your recommended calendar for adoption solicitation, processing, etc. Also describe your online portal for such adoptions. Include the capacity to search for new instructional materials with an intuitive interface. Contractor will describe its training program for onboarding faculty, including an orientation that coordinates with College's Faculty Senate, so instructors understand the use of the system.

3.3.7 Describe your company's strategy to deal with the changing types of course materials, including digital textbooks and Automatic Textbook Billing.

3.3.8 Describe your general book/trade book program, with an emphasis on supporting the academic needs of the College.

3.3.9 Describe its plan of an electronic commerce market in connection with the bookstore, including advertising. H C desires an interactive, easy-to-navigate website allowing students, HC employees, and alumni to purchase merchandise online. Detail how quickly online orders can be "turned around," getting them into the hands of the customers. The company's website will allow for a "local touch," including a section identifying store leadership, a complaint processing procedure, and locally-generated campus pictures and highlights.

3.3.10 Describe your program to sell class rings in the College bookstore, if requested by the College.

3.3.11 Describe your plans for new or expanded product lines or services to be offered in the bookstore, including an emphasis on products and services that will meet the College's needs.

3.3.12 Describe your company's ability to accept and process financial aid and scholarships while interfacing with the College's Jenzabar system. There should be a seamless integration between the two systems with student charges, credits and balances.

3.3.13 Do you offer any quantity discounts and discounts for prompt payment?

3.3.14 After you receive the adoption information from departments, identify your ordering, receiving, stocking processes and timing.

3.3.15 Describe opportunities the Contractor will provide for students, faculty and staff to buy with (cash, credit card, debit card, Apple Pay, Google Pay, financial aid, scholarships, HC educational partner's purchase orders and College purchase orders) in person and online with delivery to home.

3.3.16 Provide any other information you feel is pertinent to your proposal.

3.3.17 Describe any discounts that will be afforded College employees and College departments. Include a list of discounts and applicable merchandise.

3.4 Staffing Plan and Personnel

3.4.1 Provide your company's organization chart.

3.4.2 Provide your proposed organization charge, staffing plan, and reporting structure for the College bookstore. Include how many total employees you propose to staff the College bookstore.

3.4.3 Describe Contractor's:

- Personnel policies
- Hiring policies: include your company's required qualifications for the manager(s) and textbook manager(s) at the College bookstore
- Salary structure, bonus program, profit-sharing, etc.
- Benefit program
- Career opportunities, educational and training programs for employees
- Commitment to hire student employees
- Corporate support services and regional management
- How many employees are in the company (Texas, regional, national)

3.5 Experience/Reputation/References

3.5.1 Describe your company's qualifications and experience in managing college/university bookstores. Describe your company's experience providing bookstore services to college's with multiple campuses.

3.5.2 Provide a client list that includes length of services, sales volume, and the name, email, and telephone number of the college or university administrator responsible for the bookstore. Please identify at least three (3) clients similar in nature to the College.

3.5.3 Discontinued client list: Provide a list of all college and university accounts that were canceled or not renewed during the past five (5) years, including the reason for termination, length of service, sales volume, and the name, email, and telephone number of the college or university administrator responsible for the bookstore.

3.5.4 How many accounts is Contractor servicing that equal the size and scope of this RFP?

3.5.5 How many college/university accounts are in your client base?

3.5.6 Submit any exceptions to the RFP and Proposed Agreement, **Appendix Two**.

3.6 Financial Commitment/Investments

3.6.1 Financial Projections: Provide financial projections for the five (5) years of operation for the College bookstore. Projections must include the following:

- Sales by category/department
- Total sales
- Cost of goods sold
- Gross margin
- Personnel expenses
- Direct operating expenses
- Indirect expenses (management fee, company overhead, etc.)

- Commission to the College
- Profit/loss

3.6.2 Financial return to the College: State the annual financial guarantee and the commission schedule expressed as a percentage of net sales (see definition below) for **ALL** categories that you will remit to the College for operation of the College bookstore.

- "**Gross Sales**" shall be defined as all sales of the bookstore based upon all business conducted in or from the bookstore for any product or service offered by the bookstore. This includes all orders taken or received at the bookstore, whether such orders are placed at the bookstore, online sales via the internet, or elsewhere. Gross sales shall include any commissions received by the bookstore from products such as class rings, and commissions received by the bookstore for authorized sales by other companies or organizations on the College bookstore website. "**Net Sales**" shall be defined as gross sales less voids, less customer refunds, less discounts (provided that the discount amount thereof was included in gross sales), less sales made at no margin at the request of the College, less sales tax paid by the bookstore to any government agency which was collected from customers.

3.6.3 Describe your proposed facility plans and financial commitment to enhance the current facilities of the College bookstore located in the existing Welcome Center on the Main Campus, as described in **Section 5.1** of this RFP. Include a preliminary detailed budget which clearly determines the components of your proposed capital investment.

3.6.4 Provide a drawing/schematic design of Contractor's proposed facility in the current bookstore location.

3.6.5 Include your estimated timeline/schedule for completion of the proposed facility enhancements. Include the earliest date your company can begin the proposed facility enhancements and how many days' notice your company would need to begin the enhancements if the planned date is postponed.

3.6.6 Describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc. and explain how implementation of these plans will benefit the College.

3.6.7 Include your estimated capital investment for technology/automation in the College bookstore (excluding website development costs) and a timetable for your automation plans. The College will not buy out the undepreciated portion of the bookstore's technology investment at the termination of the contract.

3.6.8 Website/e-commerce plans: Please include a detailed description of your company's plans to offer the following:

- Textbook reservation program
- Online textbook ordering program
- Online textbook adoption program – allowing faculty to search for new materials
- Ordering program for general merchandise (logo clothing, gifts, etc.)

- Compliance with Rehabilitation Act section 508 accessibility
- Compliance with the Higher Education Opportunity Act (HEOA)

3.7 Miscellaneous

3.7.1 Contractor will provide a detailed list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to HC. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.7.2 Contractor will provide details describing any unique or special services or benefits offered or advantages to be gained by HC from doing business with Contractor. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.7.3 Other than incumbent, Contractor will provide a detailed transition plan with key dates and milestones.

3.7.4 Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Contractor represents and warrants that it complies with the requirements of the state risk and authorization management program and Contractor agreed that through the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of any ensuing contract. https://dir.texas.gov/information-security/texas-risk-and-authorization-management-program-tx-ramp

APPENDIX ONE, SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: Hill College

Ref.: Bookstore Management & Operations

RFP No.: 25/26-001

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable). It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, may be obtained by emailing kmangum@hillcollege.edu.

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE, SECTION 5

FELONY CONVICTION NOTIFICATION FORM

HILL COLLEGE
REQUEST FOR PROPOSAL
NO. 25/26-001

Texas Education Code Section 44.034 Notification of Criminal History, Subsection (a), states a person or business entity that enters into a contract with a College must give advance notice to the College if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

(I), (We) the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Please print or type:

REQUIRED INFORMATION	REQUIRED RESPONSE
Company Official's Name (printed):	
My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.	
My firm is not owned nor operated by anyone who has been convicted of a felony.	
My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	
Name of felon(s):	
Detail of conviction:	
Signature of company official:	
Signature (printed):	
Title:	
Date:	

APPENDIX ONE, SECTION 6

DELINQUENT FRANCHISE TAXES FORM

HILL COLLEGE
REQUEST FOR PROPOSAL
NO. 25/26-001

Each corporation contracting with the College shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement to that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

I, the authorized agent for the corporation, named below, certify that the information concerning delinquent franchise taxes has been reviewed by me and the following information is true to the best of my knowledge.

Vendor Name: _____

Authorized Vendor Official's Printed Name: _____

A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, therefore, I am submitting a certified statement to that effect.

Signature of Vendor Official: _____

B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against corporation.

Signature of Vendor Official: _____

C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

Signature of Vendor Official: _____

APPENDIX ONE, SECTION 7

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISREAL FORM – HOUSE BILL 89

HILL COLLEGE
REQUEST FOR PROPOSAL
NO. 25/26-001

The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal and the information provided below concerning companies that boycott Israel thoroughly reviewed and verified and is, therefore, current, true and accurate to the best of my knowledge.

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code, section 2270.001:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes, and

(2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

___ Does not boycott Israel currently, and

___ Will not boycott Israel during the term of the contract with Hill College.

Name of Business Entity: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

APPENDIX ONE, SECTION 8

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ENERGY COMPANIES
HILL COLLEGE
REQUEST FOR PROPOSAL
NO. 25/26-001

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ENERGY COMPANIES

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

“Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A).”

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____,
(Name of Company)

does hereby verify on behalf of said company to Hill College that said company:

_____ Does not Boycott energy companies

_____ Will not Boycott energy companies (as that term is defined in Texas Government Code Section 809.001) during the term of this contract;

_____
Signature of Certifying Official

_____
Title

_____
Date of Certification

APPENDIX ONE, SECTION 9

PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARMS ENTITY OR TRADE ASSOCIATION

HILL COLLEGE
REQUEST FOR PROPOSAL
NO. 25/26-001

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association."

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____,
(Name of Company)

does hereby verify on behalf of said company to Hill College that said company: (check one)

_____ Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association
_____will not discriminate during the term of the contract against a firearm entity or firearm trade association;

_____
Signature of Certifying Official

_____
Title

_____
Date of Certification

APPENDIX ONE, SECTION 10

PROHIBITION ON CONTRACTS WITH COMPANIES ON NATIONAL DEFENSE AND FOREIGN ADVERSARIES LIST – EXECUTIVE ORDER GA-48

HILL COLLEGE
REQUESTFOR PROPOSAL
NO. 25/26-001

Pursuant to **Executive Order GA-48**, issued by Governor Greg Abbott on **November 19, 2024**, the Supplier certifies that neither the company, nor any of its **holding companies, subsidiaries, or affiliates**, is:

A. Listed in Section 889 of the **2019 National Defense Authorization Act (NDAA)**; or
B. Listed in Section 1260H of the **2021 National Defense Authorization Act (NDAA)**; or
C. **Owned by** the government of a country on the **U.S. Department of Commerce's foreign adversaries list** under 15 C.F.R. § 791.4; or
D. **Controlled by** any governing or regulatory body located in a country on the **U.S. Department of Commerce's foreign adversaries list** under 15 C.F.R. § 791.4.

The Supplier further certifies that it does not engage in any **contractual, business, or operational** activities that would otherwise **grant access, control, or influence** to an entity meeting any of the above-listed criteria.

If at any time during the term of the contract, the Supplier becomes aware of any such affiliation or activity, it shall immediately notify **Hill College**. The contract may be subject to termination, and the Supplier may face legal action as deemed necessary by the College.

By signing below, the Supplier **acknowledges and certifies compliance** with this requirement:

_____

Company Name

_____

Signature of Authorized Official

_____

Printed Name & Title of Authorized Official Date

APPENDIX TWO

PROPOSED AGREEMENT

This Agreement to provide Bookstore Management & Operations ("**Agreement**") is made and entered into effective as of **DATE, August 1, 2026** ("**Effective Date**"), by and between **HILL COLLEGE**, a public junior college authorized under the laws of the State of Texas ("**HC**"), and **NAME** ("**Contractor**").

In consideration of the mutual promises and covenants contained in this Agreement, HC and Contractor agree as follows:

1. TERM - The term of this Agreement will begin on the Effective Date and expire **July 31, 2031.**

A. HC will have a unilateral option to renew the Contract on the same terms for one additional five (5) year term, August 1, 2031, through July 31, 2036. Contractor must agree to provide a sixty (60) day extension of services at the end of any Contract term, including any renewal period, under the same terms, conditions and at the same cost designated on the Contract if so requested by HC.

B. Time is of the essence in the performance of Contractor's duties. Failure of the Contractor to notify HC sufficiently in advance of inability to complete within the delivery schedule shall grant HC the option of canceling the order, purchasing from the best available source, and charging the Contractor the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, H C shall have no obligation to accept late performance or to waive timely performance by Contractor.

C. In no event shall changes be permitted without the express prior written authorization of HC. Any such authorizations shall be in the form of a written Contract Amendment signed by both parties.

2. TRANSITION PERIOD - Contractor agrees that if this Agreement expires or is terminated for any reason, then, at HC's sole option, Contractor will continue to perform the Services (ref. **Section 3**) in accordance with the terms and conditions of this Agreement until HC contracts with a new qualified and experienced contractor(s) to perform the Services or is able to perform the Services in-house; provided that Contractor will not be required to continue performing the Services for more than four (4) months after expiration or termination of this Agreement.
Contractor will cooperate and assist with HC's efforts to transition to another contractor(s) or to perform the bookstore management & operations in-house.

3. SCOPE OF WORK

3.1 Contractor will perform the scope of the work ("**Work**") set forth in **Exhibit A**, Pricing Proposal, any Scope of Work attachments, and questions/answers to the Proposer's General Questionnaire, attached and incorporated for all purposes, to the satisfaction of HC. Time is of the essence in connection with this Agreement. HC will have no obligation to accept late performance or waive timely performance by Contractor.

3.2 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, for the performance of the Work.

3.3 Upon execution of this Agreement, all services previously performed by Contractor on behalf of HC and included in the description of the Work will become a part of the Work and will be subject to the terms and conditions of this Agreement.

4. PERMITS AND LICENSES – Contractor will obtain and keep in effect all necessary permits, licenses, and notices required for its performance under this Agreement, and will post or display, if applicable, in a prominent place the permits, licenses and notices as required by applicable laws.

5. FINANCIAL TERMS AND CONDITIONS

5.1 All revenues generated under this Agreement shall be recorded in Contractor's general ledger. Contractor shall process all cash sales through cash registers, maintain cash register tapes and sales records locally, and make such tapes and records accessible to HC upon request.

5.2 As used herein, "Gross Revenue" shall mean all sales, including, but not limited to, new and used textbooks, trade books, paperbacks, technical and reference books, course packs, digital books, digital book readers, internet sales, school supplies, and other merchandise, discounted sales to alumni, general merchandise and textbook rentals made at the bookstore or bookstore's web page, catalog or mail order function (if any), less refunds, returns, taxes, computer hardware sales, contractor-funded scholarships, pass-through income, discounted sales to faculty, staff and HC departments and any rental textbook penalty fees, all as reasonably calculated by Contractor and as mutually agreed upon by the parties.

5.3 Each charge sale on credit shall be treated as a sale for the full price in the month when such charge or sale is made, irrespective of the time when the Contractor shall receive payment.

5.4 The Contractor shall maintain appropriate internal accounting controls and keep locally complete and proper books, records and accounts of the Contractor's Gross Revenue (as the term is defined herein), both for cash and on credit; said books, records and accounts, including any sales or other tax reports that the Contractor may be required to furnish to any government or governmental agency, shall at all reasonable times be open to the inspection of HC or their designee for as long as such records are required to be maintained by Texas law.

5.5 HC may, in any Contract year, cause an audit of the business of the Contractor to be made by a certified public accountant of HC's own selection. If the statement of Gross Revenue previously made by the Contractor to HC shall be found to be less than 98 percent of the amount of the Contractor's Gross Revenue shown by such audit, and if a commission is found to be due, the Contractor shall pay for (1) the cost of such audit, (2) the additional commission therein shown to be payable by the Contractor to H C, (3) a penalty of ten percent (10%) on understated commissions due, and (4) a one and one-half percent (1.5%) interest penalty per month on all understated commissions due; otherwise, the cost of such audit shall be paid by HC.

6. PAYMENT TERMS

6.1 Contractor shall, within twenty (20) calendar days following the last day of each monthly accounting period, submit to HC a detailed operating statement indicating Gross Revenue as defined herein for that month. The sales shall be reported in detail per the following categories (or similar breakdown of categories as agreed upon by HC and Contractor): digital textbooks, new textbooks, used textbooks, trade books, supplies, clothing, graduation products, dorm furnishings, school spirit gifts and accessories, sundries or miscellaneous, computer peripherals and accessories and computer software.

Contractor shall calculate commissions in an annual amount equal to TBD.

HC will receive the greater of the minimum annual guaranteed commissions or the calculated commissions amount each year. Contractor will pay HC one-twelfth (1/12) of the minimum annual guaranteed commission amount twenty calendar days following the last day of each monthly accounting period. The minimum annual guaranteed amount for the first year of the agreement shall be TBD. Contractor will provide a Guaranteed Annual Income in all future years of this agreement that will be an amount equal to ninety percent (90%) of the calculated commissions on Gross Revenue of the immediately preceding year. If calculated commissions exceed the minimum annual guaranteed amount in any contract year, Contractor will pay any additional amounts due within ninety (90) days following the end of that contract year.

6.2 HC, a governmental agency of the State of Texas, is exempt from Texas Sales & Use Tax on the bookstore management & operations in accordance with Section 151.309, *Texas Tax Code*, and Title 34, *Texas Administrative Code*, Section 3.322.

6.3 Within thirty (30) days after termination of this Agreement, Contractor will submit a final statement of revenue which will set forth all amounts due and remaining unpaid to HC and upon approval of the Final Revenue by HC, Contractor will pay to HC the amount due under the Final Revenue.

6.4 Notwithstanding any provision to the contrary, Contractor will be obligated to make any revenue payment to H C if Contractor is in breach or default under this Agreement.

6.5 No revenue payment made will be or construed to be final acceptance or approval of that part of the bookstore management & operations to which the revenue payment relates or relieves Contractor of any of its obligations under this Agreement.

6.6 The acceptance of the Final Revenue payment constitutes a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Payment.

6.7 Any other amounts owed to HC by the Contractor shall be paid within thirty (30) calendar days after receipt of the invoice.

6.8 If the Contractor is consistently late with payments due to HC, HC may charge the Contractor interest on all above outstanding receivables thirty (30) calendar days from invoice date or due date at the great of (a) one and one-half percent (1.5%) per month or (b) the highest interest amount allowed by applicable state law. All such amounts shall be calculated monthly and shall be due and owing in the same manner and at the same times as other payments.

6.9 Except for the obligation of HC to pay Contractor certain amounts pursuant to the terms of this Agreement, HC will have no other liability to Contractor or to anyone claiming through or under Contractor, by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of HC to Contractor, no present or future agent, officer, director, employee, or HC Board of Trustees, or anyone claiming under HC, has or will have any personal liability to Contractor, or to anyone claiming through or under Contractor, by reason of the execution or performance of this Agreement.

6.10 In operating the store, Contractor will charge industry standard competitive and fair prices, which are discussed in detail in Contractor's Proposal.

7. QUALITY CONTROL - HC desires to keep the "Service Areas" in an optimum state of cleanliness. Contractor will permit inspection of its operations at any time by HC to determine that HC's standards of quality and cleanliness are being met

8. SAFETY STANDARDS - Acceptable safety standards which conform to industry standards will be followed by Contractor to assure safety for their staff as well as HC staff, visitors, employees, and students.

9. PERSONNEL; RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK

9.1 Contractor agrees to:

9.1.1 maintain a staff of properly licensed, trained, and experienced personnel to ensure consistent, efficient and satisfactory performance under this Agreement;

9.1.2 that, at all times, the employees of Contractor furnishing or performing any of the Work specified under this Agreement will do so in a professional, good, workmanlike and dignified manner.

9.1.3 provide sufficient back-up personnel in times of staff shortages due to vacations, illness and inclement weather to ensure consistent, efficient and satisfactory performance under this Agreement.

9.1.4 have every employee and agent of Contractor assigned to duty on HC's premises display on his or her person at all times while on HC's premises an identification badge, including a picture of the employee or agent.

9.2 Contractor has the right to terminate any of its employees or personnel at any time. In addition, Contractor acknowledges that H C has the right to (a) require identification from any person on HC's premises, (b) refuse entry to persons having no legitimate business on HC's premises, and (c) eject any undesirable person refusing to leave peaceably on request. Contractor will cooperate with all authorized HC representatives in the exercise of HC's rights described in this section.

9.3 Contractor will advise HC's representative of the telephone numbers of Contractor's management personnel and will arrange for at least one of Contractor's management personnel to be available at all times (24 hours a day, 7 days a week, 365/366 days a year) by telephone.

9.4 Each individual who is assigned to perform the bookstore management & operations under this Agreement will be an employee of Contractor or an employee of a permitted subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the bookstore management & operations under this Agreement. Prior to commencing the bookstore management & operations, Contractor will have an appropriate criminal background screening performed of all individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the bookstore management & operations is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on HC's premises who has a history of criminal conduct unacceptable for a college campus, including violent or sexual offenses. Contractor will do follow this section any time a new employee is hired to perform the bookstore management & operations.

10. SUPERVISION; COORDINATION – Contractor will provide, at all times, adequate and expert supervisory staff assigned exclusively to HC to manage contractor's employees in the bookstore management & operations. The supervisory staff will be on HC's premises at all times while the bookstore management & operations are being provided and will not leave H C's premises until all services and security matters are completed each night. Neither HC nor any representative of HC will supervise Contractor's employees, personnel or agents performing the bookstore management & operations.

In addition, Contractor will provide an on-site manager assigned to the bookstore on a full-time basis. The on-site manager, with the assistance of a supervisor for each and every shift, will coordinate all activities connected with the provision of the bookstore management & operations specified under this Agreement and will meet with HC's representative periodically, on mutually agreeable dates and times, to coordinate the enforcement of H C's policies, the implementation of H C's suggestions and requests, and the prompt resolution of complaints.

In addition, to the supervision of all bookstore management & operations, the on-site manager will become familiar with the emergency, fire, and disaster plans developed by HC for HC's premises and perform the duties assigned to the on-site manager by HC as relates to the emergency, fire and disaster plans.

11. LABOR RELATIONS - Contractor agrees to take immediate and reasonable steps to continue its provision of the Services under this Agreement in the event of any labor dispute or other action involving its employees.

12. INDEPENDENT CONTRACTOR - Contractor recognizes and agrees that it is engaged as an independent contractor and acknowledges that HC has no responsibility to provide transportation, insurance, vacation or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with that status, that it will neither hold itself out as, nor claim to be an officer, partner, employee, or agent of HC, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer, representative, employee or agent of H C, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is

responsible for all income taxes required by Applicable Laws. All of Contractor's employees providing Services to HC will be deemed employees solely of Contractor and will not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, H C. No acts performed or representations, whether oral or written, made by Contractor with respect to third parties will be binding upon HC nor will same create any liability on the part of HC.

13. INSURANCE

13.1 Contractor, consistent with its status as an independent contractor, will carry and will cause its subcontractors to carry, at least the following insurance in a form, with companies and in amounts (unless otherwise specified) as HC may require:

13.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than:

Bodily Injury by Accident (Each Accident)	$500,000
Bodily Injury by Disease (Each Employee)	$500,000
Bodily Injury by Disease (Policy Limit)	$500,000

All policies required herein must include (a) other states' endorsement to include Texas if business is domiciled outside the State of Texas, (b) a waiver of all rights of subrogation and other rights in favor of HC, and (c) HC, its Board of Trustees and employees as additional insurers.

13.1.2 Commercial General Liability Insurance with limits of not less than:

General Aggregate	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal Injury & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (any one fire)	$50,000
Medical Expenses (any one person)	$5,000

13.1.3 Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with limits of at least $1,000,000 Combined Single Limit Bodily Injury and Property Damage; and

13.1.4 Employee Dishonesty Insurance to protect the assets and property of HC with limits of not less than $500,000; and

13.1.5 Umbrella/Excess Liability Insurance with limits of not less than $2,000,000 per occurrence and aggregate with a deductible of no more than $10,000 and (i) providing coverage in excess of coverages of, and (ii) "following form" subject to the same provisions as, the underlying policies required in the sections above.

13.2 Contractor will deliver to HC:

13.2.1 Evidence, satisfactory to HC, of the existence of all insurance promptly after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

13.2.2 Additional evidence, satisfactory to HC, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers'

Compensation Professional Liability, Director and Officer Liability, and Employer's Liability, will name and the evidence will reflect H C (and its Board and employees) as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days unconditional written notice to HC.

13.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

13.3.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Employee Dishonesty Insurance and Director and Officer Liability Insurance, and Umbrella/Excess Liability Insurance will be kept in force until receipt of Final Payment by HC to Contractor; and

13.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Services have been fully performed and accepted by HC in writing.

14. REPORTING NEEDED REPAIRS - Contractor's employees will report to HC Physical Plant any conditions of dripping or leaking faucets, stopped toilets and drains, broken fixtures, pest control, all other necessary or appropriate repairs and any unusual happenings in the bookstore or on HC's premises.

15. ACCESS TO HC FACILITIES

15.1 Contractor and its employees, permitted subcontractors and agents may access only the bookstore and those HC facilities deemed necessary to perform Contractor's duties and obligations under this Agreement and will have no right of access to any other HC facilities. Contractor and its employees, permitted subcontractors and agents will not use any HC equipment, including computers, printers, typewriters, radios, televisions, telephones, desks, chairs or other equipment, and will not disturb papers or other items on desks or in open drawers or cabinets located on HC's premises.

15.2 HC will provide and maintain an appropriate, safe and habitable location in accordance with all applicable laws and regulations, for ongoing bookstore operations. HC shall also keep the building in which the bookstore is located in compliance with all fire, building and electrical codes and regulations, including regulations governing fire alarms, smoke detectors, fire extinguishers, fire suppression and sprinkler systems, water pressure, plumbing and electrical service. If HC requires Contractor to relocate the bookstore to another location, HC shall provide reasonable notice of such a move (given the peculiarities of the circumstances then at hand) and the parties shall undertake the relocation pursuant to terms and conditions mutually agreed upon and memorialized in an executed amendment to this Agreement.

15.3 HC will permit Contractor to use certain space for bookstore management & operations. HC will and does hereby license the space in its current as-is condition to Contractor for use by Contractor's employees, permitted subcontractors and agents in the performance of the bookstore management & operations and for no other purpose. The parties agree that this is a non-exclusive license to use the space and that HC may enter the space at any time for any reason. No unlawful activities will be permitted in the use of the space. Contractor will comply with all laws applicable to the space. Contractor will cause all of its employees, subcontractors and agents to observe and comply

with all applicable laws, including HC's rules and regulations in connection with the use of the space.

Contractor will not modify, alter or repair the space or any other HC facilities without the prior written approval of HC.

Contractor agrees not to harm the space or make any use of the space that is offensive as determined by H C. Contractor agrees that upon the termination of this Agreement for any reason, Contractor will remove Contractor-owned equipment and other effects, repair any damage caused by the removal and peaceably deliver up the space in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of Contractor not removed within five (5) business days following the termination will be deemed abandoned by Contractor and HC may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to Contractor.

Contractor agrees not to suffer any mechanic's lien to be filed against the space or the adjoining facilities by reason of any work, labor, services or materials performed at or furnished to the space for Contractor. Nothing in this Agreement will be construed as the consent of H C to subject H C's estate in the space or adjoining facilities to any lien.

Contractor agrees that the space is sufficiently equipped for Contractor to provide the bookstore management & operations in accordance with the terms and conditions of this Agreement.

HC will provide utility services at existing outlets (heat, gas electricity, water and sewer) for the convenience of Contractor. Any modification to existing outlets required or requested by Contractor will be made at the sole discretion of HC at Contractor's expense. In the event any utility service must be interrupted for repair or modification, HC will provide Contractor with advance notice, if possible. H C will not be responsible for interruptions in utility service to the space. However, HC will exercise reasonable diligence in pursuing the restoration of interrupted utility service.

HC will not be liable to Contractor, or any employee, subcontractor, agent, guest, or invitee of Contractor, for any loss, expense or damage either to the person or property sustained by reason of any condition of the space, or due to any act of any employee or agent of HC, or the act of any other person whatsoever, other than to the extent caused by the negligent or intentional acts or omissions of H C, its employees or agents, and to the extent allowed by law. It is expressly understood and agreed that HC does not, in any way, waive its sovereign or governmental immunity or the official immunity of its employees. HC expressly and affirmatively retains all immunity from suit and liability to which it or its employees are entitled under applicable law. Contractor agrees to pay on demand HC's expenses incurred in enforcing any obligation of Contractor under this license.

16. PRESENCE ON VC PREMESIS

16.1 Contractor agrees that it will ensure that all of its employees, subcontractors and agents whose duties bring them upon HC's premises will obey the rules and regulations that are established by HC and will comply with reasonable directions

HC's representatives may give to Contractor.

16.2 Contractor is responsible for acts of its employees, subcontractors and agents while on HC's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons and property located on H C's premises. Contractor is responsible for all damages to persons or property caused by Contractor or any of its employees, subcontractors and agents. Contractor will promptly repair, in accordance with the specifications of HC, any damage that it, or of its employees, subcontractors and agents, may cause to H C's premises or equipment. On Contractor's failure to do so, H C may repair the damage and Contractor will reimburse H C promptly for any and all reasonable expenses incurred in connection with the repair. At its option, HC may offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with the repair.

16.3 Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify HC's Police and Campus Safety at 254-659-7777 and thereafter furnish a full written report of the accident.

16.4 Contractor will perform the bookstore management & operations contemplated in this Agreement without interfering in any way with the activities of HC's employees, agents or visitors.

17. PREMESIS SECURITY

17.1 HC Police & Campus Safety has the authority and responsibility to maintain the security of all HC premises and property. Contractor will cooperate with Campus Police in all matters including the reporting of suspected security violations. Contractor will immediately report any evidence of security breaches to H C Campus Safety at (254)659-7777.

17.2 Under no circumstances will keys or access cards in Contractor's possession be used to admit persons, known or unknown, into buildings, rooms, or offices or other facilities on HC's premises. Anyone requesting admittance must be referred by Contractor to HC Campus Safety at (254)659-7777. Any violation of this provision may be grounds for termination of this Agreement by H C and it will be grounds for HC to demand that Contractor's employee(s) who violates this provision not to be allowed to work at HC.

17.3 Keys and access cards – Contractor will be furnished, or given access to, keys and access cards to the bookstore premises and will be held responsible for their use and misuse. All keys and access cards remain the property of HC. Contractor will be liable for the cost of any replacement keys and access cards and for the cost of any rekeying or reprogramming of locks necessitated by loss of keys and access cards. H C keys and access cards will not be taken out of the bookstore except for keys and access cards necessary for Contractor's supervisory staff to access the space.

17.4 In an effort to maintain maximum security in the bookstore, all doors are to be unlocked only while bookstore management & operations are being performed and must be closed and locked after operations are complete. Lights are to be turned off when Contractor completes operations. At no time will Contractor permit an unattended room in the bookstore to remain unlocked or lighted. Contractor and

HC agree that leaving doors unlocked and lights on after completing operations in the bookstore could result in the disruption of HC's business operations and the resulting harm is incapable of being estimated or is difficult to estimate. Therefore, as a reasonable estimate of just compensation for the harm caused by leaving doors unlocked and lights on after completing operations in the bookstore, Contractor and HC agree that, if doors remain unlocked or lights remain on after completing operations in the bookstore, then at HC's option (1) Contractor will pay HC an amount equal to $50.00 for each occurrence, or (2) HC may offset an amount equal to $50.00 for each occurrence from any amounts otherwise due by HC to Contractor. Contractor and HC agree that this remedy is not a penalty but is a reasonable estimate of just compensation to HC.

18. RESPONSIBILITY FOR TOOLS, MATERIALS, SUPPLIES AND OTHER PERSONAL PROPERTY - H C has no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its agents, employees or subcontractors, which may be located or stored on HC's premises.

19. DEFAULT AND TERMINATION

19.1 In the event of a material failure by Contractor to perform in accordance with the terms of this Agreement, H C may terminate this Agreement at any time upon giving thirty (30) days' advance written notice to Contractor setting forth the nature of Contractor's failure. Contractor will then be given an additional thirty (30) days to rectify what was deemed to be the material failure.

19.2 In addition, if at any time an involuntary petition of bankruptcy is filed against Contractor and not dismissed within thirty (30) days, or if Contractor files a voluntary petition in bankruptcy, takes advantage of any insolvency law, or if a receiver or trustee is appointed and the appointment is not vacated within thirty (30) days, HC has the right to terminate this Agreement upon fifteen (15) days advance written notice to Contractor, in addition to any other rights of any nature that HC may have at law or in equity.

19.3 HC may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance written notice to Contractor. Upon termination pursuant to this section, HC will compensate Contractor is entitled for amount owned for bookstore management & operations satisfactorily performed prior to termination date. If Contractor is entitled to payment in accordance with this Agreement, H C is not required to reimburse Contractor for any bookstore management & operations performed or expenses incurred after the termination date.

19.4 HC is entitled (but not obligated) to cure any default of Contractor and has the right to offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with curative actions.

19.5 In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse HC for all fees paid by HC to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that HC did not receive from Contractor prior to termination.

19.6 Contractor may terminate this Agreement without cause upon one hundred twenty (120) days written notice to HC.

19.7 Contractor may terminate this Agreement for cause if any breach or nonperformance of a material duty by HC is not cured within thirty (30) days of written notice of such breach or nonperformance. In circumstances where the breach or nonperformance cannot reasonably be cured within said cure period, the cure period shall be extended to sixty (60) days. Contractor may terminate the Agreement immediately if the cure period lapses without HC curing the breach or nonperformance.

19.8 At the end of the term of this Agreement or any extension or renewal, or on any termination of this Agreement, H C shall repurchase the bookstore inventory, or cause a successor contractor to purchase the bookstore inventory, from Contractor under the same terms as originally purchased by Contractor.

20. INDEMNIFICATION - TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY HC, AND HOLD HARMLESS HC, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY.

21. CONFIDENTIALITY AND SAFEGUARDING OF VC RECORDS; PRESS RELEASES; PUBLIC INFORMATHON - Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of HC, or (3) have access to, records or record systems (collectively, "HC Records"). Among other things, HC Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). If HC Records are subject to FERPA, (1) HC designates Contractor as a HC official with a legitimate educational interest in HC Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from HC Records will result in Contractor's exclusion from eligibility to contract with HC for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold HC Records in strict confidence and will not use or disclose HC Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by HC in writing; (2) safeguard HC Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that H C Records are safeguarded and the confidentiality of HC Records is maintained in accordance with all Applicable

Laws, including FERPA and any applicable provisions of the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with HC's rules, policies, and procedures regarding access to and use of HC's computer systems. At the request of HC, Contractor agrees to provide HC with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of HC Records.

21.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any HC Records occurs, Contractor will provide written notice to H C within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide HC with all information requested by HC regarding the impermissible use or disclosure.

21.2 **Return of HC Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all HC Records created or received from or on behalf of HC will be (1) returned to HC, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any HC Records, Contractor will provide HC with written notice of Contractor's intent to destroy HC Records. Within five (5) days after destruction, Contractor will confirm to HC in writing the destruction of HC Records. Any such destruction will be done in compliance with the requirements of ITEPA or the Gramm-Leach Bliley Act.

21.3 **Disclosure.** If Contractor discloses any HC Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

21.4 **Press Releases.** Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Services or the engagement of Contractor as an independent contractor of HC in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of HC.

21.5 **Public Information.** H C strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.

21.6 **Termination.** In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if HC reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, HC may immediately terminate this Agreement without notice or opportunity to cure. Contractor agrees that its violation of these confidentiality provisions entitles HC to injunctive relief without the necessity of posting a bond, in order to prevent or remedy the breach.

21.7 **Duration.** The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

21.8 **Indemnity.** To the extent Contractor, its employees, agents, or representatives violate these confidentiality provisions, or cause HC or its employees', students' or board members' confidential or non-public information to be compromised, Contractor agrees to defend (with HC choosing defense counsel), hold harmless

and indemnify HC, its board, employees, agents and representatives, for any and all damages, claims, fines, causes of action, lawsuits, attorneys' fees, costs, injuries or liabilities related to or arising from same violation.

22. **COMPLIANCE WITH LAW** - Contractor is aware of, fully informed about and in full compliance with its obligations under with all applicable, federal, state and local, laws, regulations, codes, ordinances and orders and with those of any other body or authority having jurisdiction ("**Applicable Laws**"), including Title VI of the *Civil Rights Act of 1964*, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), *Vietnam Era Veterans Readjustment Act of 1974*, as amended (41 CFR 60-250), *Rehabilitation Act of 1973*, as amended (41 CFR 60-741), *Age Discrimination Act of 1975* (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), *Fair Labor Standards Act of 1938*, Sections 6, 7, and 12, as amended, *Immigration Reform and Control Act of 1986*, Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 95-507), *Americans with Disabilities Act of 1990* (42 USC 12101 et seq.), *Civil Rights Act of 1991*, *Occupational Safety and Health Act of 1970*, as amended (PL 91-596), *Immigration and Nationality Act* (8 *United States Code* 1324a) and all other applicable laws. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to HC's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

23. **UNDOCUMENTED WORKERS** - The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act, then in addition to other remedies or penalties prescribed by Applicable Laws, HC may terminate this Agreement in accordance with **Section 21** of this Agreement. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

24. **EQUAL OPPORTUNITY** - Pursuant to Applicable Laws, Contractor represents and warrants that it is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.

25. **TAXES** - Contractor will pay when due all taxes or assessments applicable to Contractor. Contractor will comply with the provisions of all Applicable Laws related to taxes and taxing authority.

26. **CONTRACTOR CONFLICT** - Contractor agrees that it will not at any time prior to or during the term of this Agreement, either directly or indirectly, use labor or materials that could or will create any difficulty with other contractors or labor engaged by Contractor or HC or with any other party in the construction, maintenance or operation of HC or any part thereof.

27. **ASSIGNMENT AND SUBCONTRACTING** - This Agreement is a personal service contract for the services of Contractor. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to

Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third-party, in whole or in part, and any attempt to do so will (a) not be binding on HC; and (b) be a breach of this Agreement. The benefits and burdens of this Agreement are assignable by HC.

28. **DAMAGES** - Contractor shall be liable for the loss of or damages to HC's property when such loss or damage arises from the negligent or unlawful acts or omissions of Contractor or its employees. The Contractor is responsible for reporting, in writing within seventy-two (72) hours of the occurrence, damage to HC property or personal property on HC premises. Failure to make report to HC of the occurrence, within the specified time, may be cause for termination of this contract.

29. **CHANGES TO THE AGREEMENT -** This agreement may not be modified, waived or amended unless mutually agreed to in writing by the persons who executed this Agreement or their replacements or designees.

30. **REPRESENTATIONS AND WARRANTIES BY CONTRACTOR** - Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

31. **LIABILITY OF CONTRACTOR –** Contractor understands, agrees and expressly warrants that all Work performed under this Agreement shall be the sole responsibility of Contractor and Contractor shall be solely liable for all such Work or services performed hereunder. It is further understood and agreed that HC shall not, under any circumstances, bear any responsibility or liability for the Work or services performed hereunder.

32. **FRANCHISE TAX CERTIFICATION** - If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("**Chapter 171**"), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

33. **INCLEMENT WEATHER CLOSINGS -** Unless specifically requested by the HC Contact Person, Contractor's employees will not be required to work on days that HC closes due to inclement weather. Contractor must work closely with HC's Contact Person in deciding the appropriateness of scheduled work hours for Contractor's employees due to weather conditions.

34. **LOSS OF FUNDING** - Performance by HC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the

"**Legislature**") and allocation of funds by HC. If the Legislature fails to appropriate or allot the necessary funds, or HC fails to allocate the necessary funds, then HC will issue written notice to Contractor and HC may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of HC.

35. **LIMITATIONS** - THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF HC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON HC'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; ON; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "**LIMITATIONS**"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON HC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

36. **ENTIRE AGREEMENT; MODIFICATIONS** - This Agreement supersedes all prior agreements, if any, written or oral, between Contractor and HC and will constitute the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by HC and Contractor.

37. **CAPTIONS** - The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

38. **VENUE; GOVERNING LAW** – Hill County, Hillsboro, Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

39. **WAIVERS** - No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

40. **BINDING EFFECT** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

41. **APPOINTMENT** - HC hereby expressly reserves the right from time to time to designate by notice to Contractor a representative to act partially or wholly for HC in connection with the performance of HC's obligations hereunder. Contractor will act only upon instructions from that representative unless otherwise specifically notified to the contrary.

42. **RECORDS** - Contractor agrees that HC, or any of its duly authorized representatives, at any time during the term of this Agreement, will have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), and related Contractor's charges incurred in its

performance under this Agreement. Such records will be kept by Contractor for a period of four (4) years after Final Payment under this Agreement. Contractor agrees to refund to HC any overpayments disclosed by any audits.

43. **NOTICES** - Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

To HC: **Hill College**
Attn: Director of Procurement
112 Lamar Dr.
Hillsboro, Texas 76645

If to Contractor: _____
_____
_____

Attention: _____

or to another person or address as may be given in writing by either party to the other in accordance with this Section.

44. **SEVERABILITY** - In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

45. **BREACH OF CONTRACT CLAIMS**

45.1 To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by HC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

45.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in Subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by Subchapter B of Chapter 2260, to HC in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of Subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the

specific contract provision that HC allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with Subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under Subchapter C of Chapter 2260. The Director of Purchasing and Contracts of HC, or the other officer of HC as may be designated from time to time by HC by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

45.1.2 If the parties are unable to resolve their disputes under Section 49.1.1, the contested case process provided in Subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by HC.

45.1.3 Compliance with the contested case process provided in Subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Texas Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by HC nor any other conduct, action or inaction of any representative of HC relating to this Agreement constitutes or is intended to constitute a waiver of HC's or the state's sovereign immunity to suit and (ii) HC has not waived its right to seek redress in the courts.

45.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

45.3 HC and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

46. ASSIGNMENT OF OVERCHARGE CLAIMS - Contractor hereby assigns to HC any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq., or arising under the antitrust laws of the State of Texas, *Texas Business and Commerce Code*, Sections 15.01, et seq.

47. ETHICS MATTERS; NO FINANCIAL INTEREST - Contractor and its employees, agents, representatives and subcontractors have read and understand HC's Conflicts of Interest Policy available at http://www.tasb.org/policy/pol/private/212501/pol.cfm?idx=C. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause H C employees to violate H C's Conflicts of Interest Policy, provisions described by HC's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board of Trustees has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

48. CERTIFICATIONS OF NONSEGREGATED FACILITIES AND EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE - Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms, each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any

location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause. The term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain certifications for each one of its subcontractors in Contractor's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS O F NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

49. **DEBARMENT** - Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("**U.S.**") federal government Procurement or Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (http://www.epls.gov/) issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor will provide immediate written notification to HC if at any time prior to award Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when HC executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to HC, HC may terminate this Agreement for default by Contractor.

50. **OFFICE OF INSPECTOR GENERAL CERTIFICATION** - Contractor acknowledges that HC is prohibited by Federal regulations from allowing any employee, subcontractor, or agent of Contractor to work on site at HC's premises or facilities if that individual is not eligible to work on Federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor will not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("**OIG**") to work on site at HC's premises or facilities. Contractor will perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time the employees, subcontractors and agents are assigned to work on site at HC's premises or facilities. Contractor acknowledges that HC will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at HC's premises or facilities if the employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp

51. **ACCESS TO DOCUMENTS** - To the extent applicable to this Agreement, in accordance with Section 1861(v)(I)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor agrees to allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

52. **NO SMOKING OR VAPING POLICY –** HC provides a friendly, smoke-free vapor-free environment at all of its campuses and satellite facilities. Contractor agrees to fully comply with HC's no smoking policy and to ensure compliance of same by all employees of Contractor or anyone else performing under this Agreement on its behalf.

53. **FORCE MAJEURE –** The performance of either party's obligations will be suspended to the extent and for the length of time that the party is prevented from performing due to acts of nature, fires, governmental actions, changes in the Service requirements which directly contribute to a delay, or other events beyond its reasonable control. In the event of any occurrence that a party considers to be the cause of a delay or failure of performance, the party affected shall promptly notify the other party.

54. **EXCLUSIVE RIGHTS** – Contractor shall continue to have the exclusive right, free from any alternate source endorsed, licensed or otherwise approved or supposed by HC (whether on campus, by catalog or through electronic commerce, including hyperlinks to alternate sources) to buy, sell, rent, and distribute (including the right to select vendors) merchandise and services traditionally offered through college and university bookstores, including but not limited: textbooks and other required course materials regardless of format, class and alumni rings and jewelry, clothing (whether or not emblematic), school supplies, desk accessories, gifts, souvenirs, graduation regalia (sale and rental) and announcements, course-adopted software, paper and electronic custom anthologies, and textbook buybacks. Contractor shall also maintain the right of first refusal to fulfill any distance learning instructional and ancillary materials required by HC during the term of this Agreement. This does not prohibit occasional sales by approved student groups or approved student government organizations that do not material impact bookstore sales. Contractor will continue to support student groups and student government organizations interested in holding special sales as long as their sales do not materially impact bookstore sales. Exclusivity applies solely to the operation of an on-campus retail bookstore and does not restrict faculty, departments, or students from obtaining course materials through other means permitted by law.

55. **INVENTORY AND PROPERTY LOSS** – Contractor will maintain responsibility for inventories and other properties damaged or lost while on display within the bookstore or in transit to and from the bookstore. Contractor will continue to assume responsibility for the loss of monies, checks and credit card collections, as well as inventory theft and robbery.

56. **EXHIBITS –** Exhibits TBD are attached hereto and are incorporated herein by reference for all purposes as part of this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of HC and Contractor have executed and delivered this Agreement effective as of the Effective Date.

OWNER:

HILL COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

TBD

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX THREE

PROPOSED PHYSICAL BOOKSTORE SPACE

This space is intended to house the fully operational bookstore, The Rebel House.

Property location, Hill College, 112 Lamar Drive, Hillsboro, Texas 76645 can be viewed on Fridays with prior appointment made with Katrina Mangum at kmangum@hillcollege.edu.

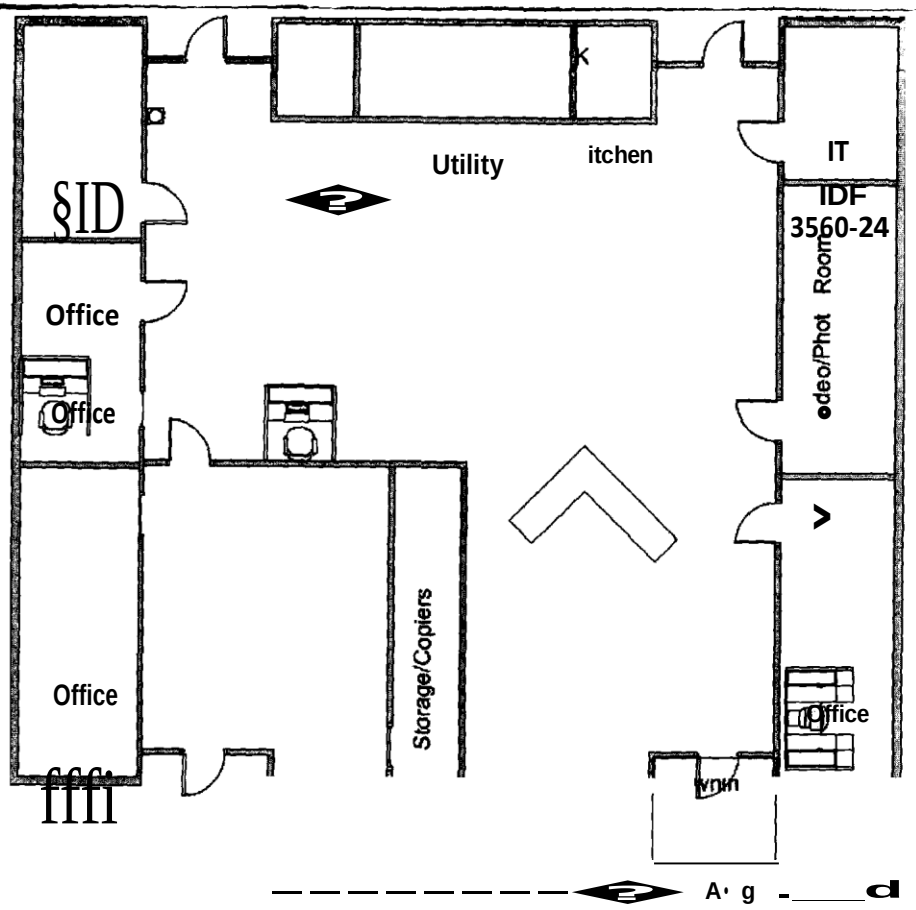
1. CURRENT FLOORPLAN
2. INTERIOR AND EXTERIOR PHOTOS

Hill College has partnered with Amazon to install an Amazon delivery kiosk/locker unit in front of **The Rebel House**. The kiosk will support Amazon-authorized deliveries and returns and will be available 24/7 to the Hillsboro community as well as Hill College faculty, staff, and students. The physical location will be centered in front of the building accessible from both sidewalks.

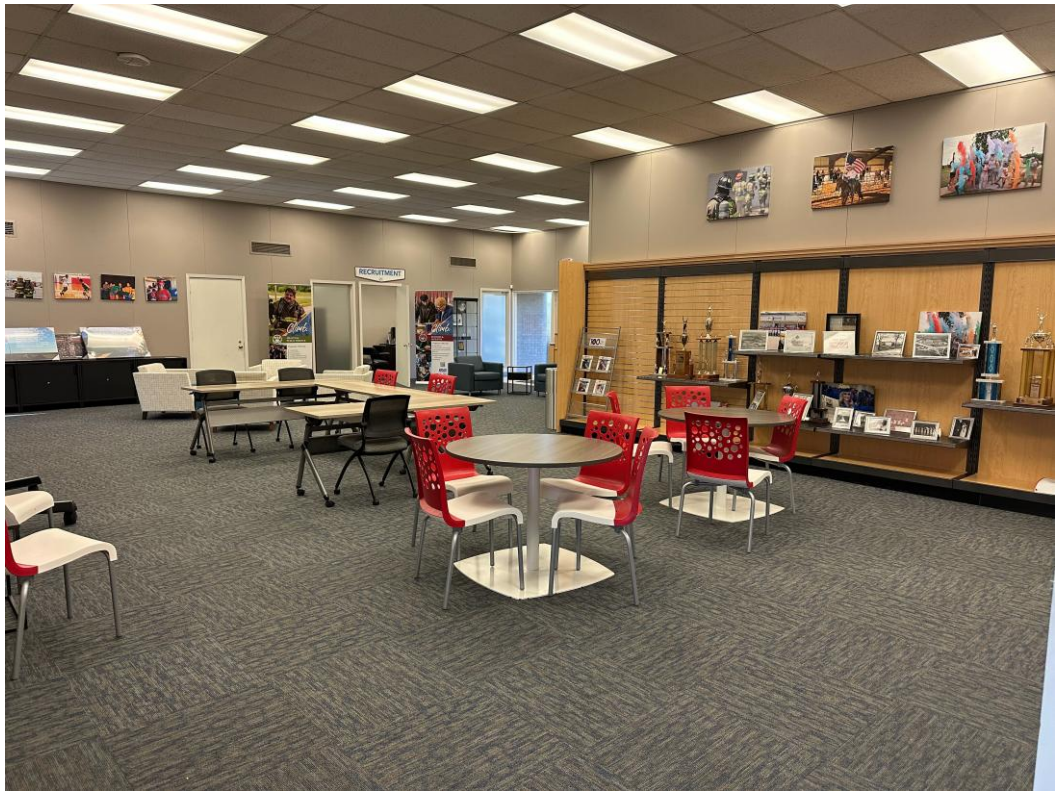
Building Hl00- Welcome Center/Financial Fitness Center

(3289 Square Feet)

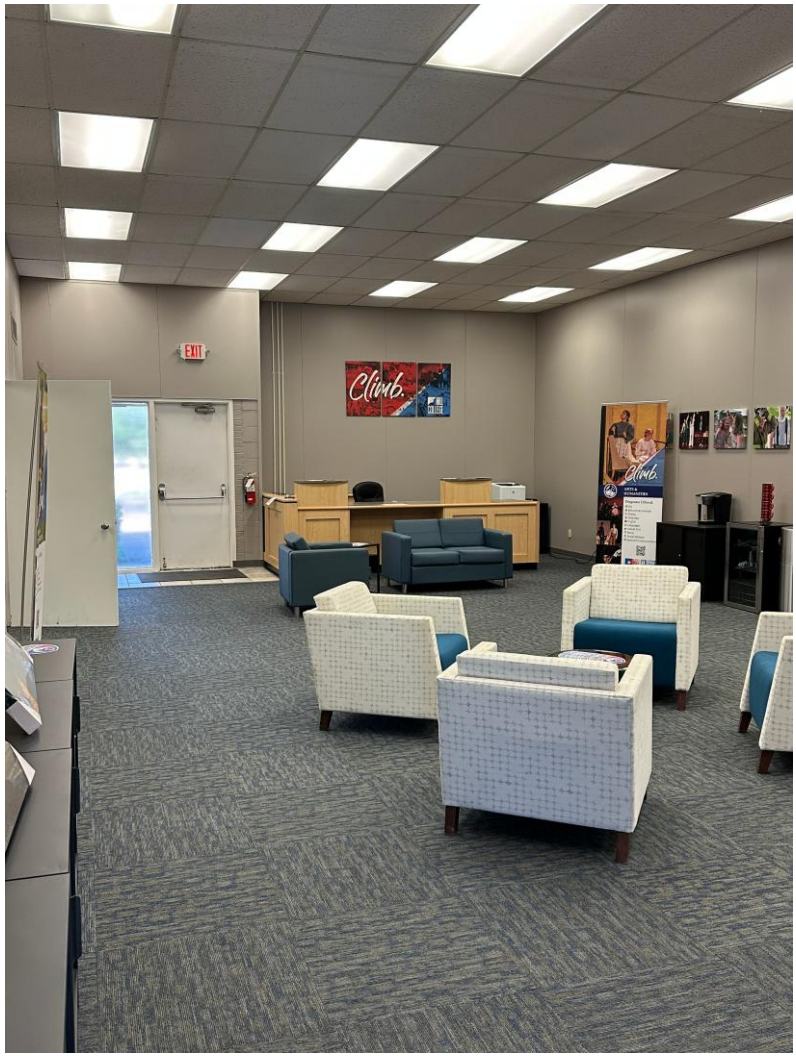
The Welcome Center will serve as the permanent on-campus physical location for the Hill College bookstore. The Contractor shall utilize this space to operate a fully functional retail bookstore known as "The Rebel House," including the display and sale of Hill College merchandise and other approved retail items.



Welcome


RECRUITMENT

Climb.
MEDIA STUDIO


EXIT
Climb.
Climb.

WELCOME CENTER
100
HILL
COLLEGE