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

Melissa Boyle
VP, Administrative Services
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254-659-7701

REQUEST FOR PROPOSAL

RFP# 25/26-002

Hill College – Renovation of the Technology Building/Cosmetology School JCC (Johnson County Campus)

Property Location: 2112 Mayfield Pkwy, Cleburne, TX 76033

Issued: Monday, March 9, 2026

Deadline for Questions: Monday, March 23, 2026, at 5:00 p.m.

Due: Monday, April 9, 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:	Hill College – Renovation of the Technology Building/Cosmetology School JCC (Johnson County Campus)
SCOPE OF WORK:	Hill College is undertaking a comprehensive renovation of the existing Hill College Technology/Cosmetology building. This project will transform the facility into a modern, code-compliant instructional environment featuring salon and barber labs, classrooms, and a dispensary to enhance student experience. Property location, 2112 Mayfield Pkwy, Cleburne, TX 76033, can be viewed on Fridays with a prior appointment made with Katrina Mangum.
ISSUANCE OF RFP:	March 9, 2026
DEADLINE FOR QUESTIONS:	March 23, 2026 5:00 p.m. CST
SUBMITTAL DEADLINE:	April 9, 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:	May 15, 2026 through August 7, 2026

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/.

Delivery Method: Hill College will use the **Competitive Sealed Proposal (CSP)** method for this construction procurement in accordance with **Texas Government Code Chapter 2269, Subchapter D**. The CSP process includes the public opening of proposers' names, evaluation of both price and qualifications based on the published criteria and weights, and award on a best-value basis.

1.2 Objective of this Request for Proposal

Hill College ("**HC**") is soliciting proposals in response to this Request for Proposal, **RFP#**

25/26-002 (RFP) from qualified vendors to provide **comprehensive construction services** for the renovation of the existing Johnson County Campus Technology Building into the new **Hill College Cosmetology and Barber School**. All required services— including demolition, interior build-out, MEP upgrades, equipment installation, exterior improvements, and site enhancements—are further defined in the Scope of Work, **Section 5.4.** included within this RFP.

The objective of this RFP is to procure a contractor with the expertise, experience, and capacity to successfully deliver a complete renovation that transforms the current facility into a modern, code-compliant instructional environment. The selected contractor will be responsible for performing all work necessary to convert the building into a functional cosmetology and barber training facility, including flooring removal and replacement, wall preparation and painting, specialized salon and barber equipment installation, system upgrades, and construction of an outdoor patio area.

Hill College seeks a vendor who can:

- Provide high-quality construction services aligned with industry's best practices and Hill College standards
- Coordinate all trades required to complete the renovation safely, efficiently, and within schedule
- Manage project sequencing, long-lead items, and specialty equipment needs
- Deliver a finished facility that supports cosmetology and barber instruction, student learning, and public-facing services
- Ensure all work complies with applicable building codes, ADA standards, and regulatory requirements

The overarching goal of this RFP is to identify a qualified contractor capable of delivering a fully renovated, durable, and modern educational environment that will support Hill College's career and technical education programs for years to come.

The Contractor shall provide the labor, equipment, and supplies necessary to perform the renovation specified in the RFP.

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*.

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 May 15, 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**. 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 (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. H C 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. H C 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, 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 the 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

Publication Notice

Hill College will publish this Request for Proposal (RFP No. 25/26-002), "Hill College — Renovation of the Technology Building into the Cosmetology & Barber School JCC (Johnson County Campus)," in accordance with **Texas Government Code §2269.052**, which requires publication of the time and place proposals will be received **once each week for two consecutive weeks** in a newspaper of general circulation.

The notice will state that Hill College will accept Competitive Sealed Proposals until:

3:00 p.m. CST on April 9, 2026
at: **Hill College Administrative Services**
Attn: **Katrina Mangum, Director of Procurement**
112 Lamar Drive
Hillsboro, Texas 76645
or electronically at: **kmangum@hillcollege.edu**

This publication fulfills the statutory notice requirements for CSP Procurement under Texas Government Code Chapter 2269.

2.1 Submittal Deadline

HC will accept proposals submitted in response to this RFP until 3:00 p.m. CST on **April 9, 2026**, in Administrative Services offices or by email to 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 instructs all interested parties to restrict all contact regarding this RFP to written communications to the HC Contact. HC Contact must receive all questions no later than **March 23, 2026,** at 5:00 p.m. Addenda will be issued by HC as required and must be

obtained by the Proposer.

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) expertise in construction, renovation, and project management services**. 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%)

- Demonstrated experience completing building renovation or construction projects of similar size, scope and complexity.
- Experience working with education institutions, Texas Public entities or other public-sector clients.
- Qualifications and experience of key personnel, including the proposed Project Manager and Superintendent.
- Demonstrated ability to manage project phasing, coordinate trades, and meet scheduled requirements.
- Past performance on comparable projects, including quality of work and adherence to schedule and budget.

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

- Total proposed construction cost as outlined in the detailed, itemized pricing breakdown.
- Reasonableness of unit prices, allowances, and alternates.
- Value engineering opportunities or cost-saving recommendations (if provided).
- HC will consider overall value and may not necessarily select the lowest-cost proposal.

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

- Financial Statements or bonding capacity demonstrating adequate resources.
- Ability to provide required insurance and performance/payment bonds.
- History of financial stability and performance on past construction projects.

2.3.1.4 Project 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.

- Methods to maintain site safety, minimize disruption to campus operations, and ensure timely completion.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

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

3.2 Submission

Proposals must be received by HC on or before the **Submittal Deadline** (ref. **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

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 must complete, sign, and return the following documents as a part of its proposal. Failure to submit any required item may result in rejection of 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 Signed and Completed Felony Conviction Notification Form (ref. Section 5 of Appendix One)

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

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

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

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

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

3.3.11 Performance Bond (contracts >$100K) and a Payment Bond (contracts >$25k) in accordance with Texas Government Code §2253.021

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.

The Contractor shall furnish a Performance Bond for 100% of the Contracts Sum (if the contract is in excess of $100,000) and a Payment Bond for 100% of the Contract Sum (if contract is in excess of $25,000), each from a surety authorized to do business in Texas, in accordance with the Texas Government Code 2253.021.

This procurement and resulting contract are subject to Tex. Gov't Code Ch. 2269 (CSP). Contractor shall comply with the prevailing wages and related posting/record requirements under Tex. Gov't Code Ch. 2258.

Records are subject to the Texas Public Information Act (Tex. Gov't Code Ch. 552).

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**."

Hill College is soliciting proposals in response to this Request for Proposal (RFP) from qualified contractors to provide comprehensive construction services for the renovation of the existing Technology Building. The objective of this RFP is to obtain a contractor with the experience, capacity, and technical expertise necessary to deliver a complete renovation—including demolition, interior reconfiguration, system upgrades, specialized cosmetology and barber equipment installation, finish-out of instructional and public service areas, and exterior improvements—in accordance with the Scope of Work.

Hill College seeks a partner capable of providing high quality workmanship, maintaining project schedules and budgets, coordinating effectively with college staff and design professionals, and ensuring full compliance with applicable codes, safety standards, and institutional requirements. The goal is to transform the facility into a modern, functional, and durable instructional environment that supports cosmetology and barber education

programs and enhances the overall student experience.

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

Hill College will issue the **Prevailing Wage Rate Schedule** for this project pursuant to **Texas Government Code Chapter 2258**. The Contractor and all Subcontractors shall pay not less than the prevailing rates for each classification of worker and maintain the required payroll records.

The purpose of this RFP is to obtain complete data from potential vendors to include how they propose to renovate the Technology Building. The responses will enable the college to determine which vendor is best able to serve all 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.

5.2 Minimum Qualifications of Proposer

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

Licensed Contractor in the State of Texas

- Proposer must hold all required state and local contractor licenses applicable to commercial building renovation work at the time of proposal submission. Contractor remains fully responsible for the actions and performance of all subcontractors.

Minimum Five (5) Years of Relevant Experience

- Proposer must demonstrate a minimum of five years of experience performing commercial building renovations of similar size, scope, and complexity.
- Experience with educational institutions, public entities, or government facilities is preferred.

Demonstrated Ability to Perform Specialized Renovation Work

- Proposer must show experience with interior renovations that include demolition, polished concrete flooring, wall finishing, MEP upgrades, and installation of specialized program equipment.
- Experience coordinating multiple trades on an active or occupied campus is highly desirable.

Safety Program and OSHA Compliance

- Proposer must have a documented safety plan and provide OSHA incident rates for the past 3 years.
- Must demonstrate the ability to maintain a safe work environment and comply with all safety regulations.

Required Forms and Certifications

- Proposer must submit all completed forms included in this RFP (Bid form, Non-Collusion Affidavit, Conflict of Interest Disclosure, etc.) at the time of proposal.

Reference for Similar Projects

- Proposer must provide at least three references for recently completed projects similar in size and scope.

- References must include contact information and project details.

5.3 Pricing Proposal – Refer to **Exhibit B, Section 6.1.1** Construction Pricing Proposal Form Proposers shall submit a detailed **Pricing Proposal** that includes all costs necessary to complete the renovation of the Technology Building into the Hill College Cosmetology and Barber School. The Pricing Proposal must be clear, comprehensive, and itemized to allow Hill College to evaluate total project cost as part of the "best value" criteria in accordance with Texas Government Code Chapter 2269.

The Pricing Proposal shall include, at minimum:

1. Base Bid Amount

A lump-sum price covering all labor, materials, equipment, supervision, permits, and services required to complete the full Scope of Work.

2. Itemized Cost Breakdown

Costs must be broken down by major construction divisions or trade categories, such as:

- Demolition & Abatement
- Interior Construction
- Polished Concrete Flooring, 800 grit
- Painting & Finishes
- Mechanical (HVAC)
- Electrical
- Plumbing
- Fire Protection
- Low-Voltage/Technology
- Specialized Cosmetology Equipment Installation
- Exterior Improvements
- Outdoor Patio Construction
- General Conditions
- Overhead & Profit

3. Allowances (if applicable)

A list of any included allowances, their amounts, and descriptions of what they cover.

4. Unit Pricing

Unit costs for work that may be added or removed, such as:

- Additional concrete work
- Additional plumbing fixtures
- Wall framing per linear foot
- Flooring repair or patchwork
- Electrical circuits or outlets

5. Alternates (Deductive or Additive)

Proposers may offer defined alternates such as:

- Substitute materials
- More economical options
- Optional enhancements

6. Contingency (if permitted)

If the contractor is allowed to include contingency, it must be clearly itemized and justified.

7. Schedule of Values

A proposed schedule of values (SOV) for progress payments, organized by major construction activities.

8. Pricing Assumptions

Any assumptions that affect the proposed price must be listed clearly.

5.4 Scope of Work - Requirements

The Contractor shall provide all labor, materials, equipment, supervision, project management, coordination, permitting, and quality control necessary to complete the renovation of the Hill College Technology Building and convert it into the Hill College Cosmetology and Barber School. All work must be performed in accordance with the drawings, specifications, and requirements included in this RFP and any issued addenda.

The scope of work includes, but is not limited to, the following major components:

5.4.1 Selective Demolition and Abatement

- Removal of all existing floor tiles and wall tiles throughout the building.
- Demolition of interior partitions, ceilings, finishes, casework, and fixtures as indicated.
- Removal of obsolete mechanical, electrical, and plumbing components scheduled for replacement.
- Abatement of hazardous materials, if encountered, by licensed professionals in accordance with all federal, state, and local regulations.
- Proper disposal of debris and maintenance of a clean and safe job site.

5.4.2 Interior Build-Out and Finishes

- Installation of polished concrete flooring throughout the facility, including surface preparation, grinding, and sealing.
- Repair, preparation, priming, and painting of all interior walls to meet the Hill College design standards.

- Construction or modification of interior partitions, doors, frames, and hardware as required.
- Installation of ceilings, interior glazing, trims, and finishes per the design document.
- Construction and finish out of classrooms, salon, barber labs, office, break room, laundry, storage, and support spaces.

5.4.3 **Mechanical, Electrical, and Plumbing (MEP) Upgrades**

- Upgrades or replacements of HVAC systems, ductwork, diffusers, returns, exhaust systems, and controls**.**
- Electrical system upgrades including panels, circuits, outlets, switches, LED lighting, emergency lighting, and exit signage.
- Plumbing installation for shampoo bowls, sinks, dispensary, restrooms, and laundry, including new water lines, drains and vents if necessary.
- Installation of fire alarm modifications, sprinkler systems (if required), and life-safety components.
- Low-voltage systems including data, cabling, Wi-Fi infrastructure, security devices, and AV as specified.

5.4.4 **Specialized Cosmetology & Barber Program Equipment**

- Installation and connection of cosmetology stations, barber chairs, shampoo bowls, dryers, pedicure stations, dispensing areas, sanitation cabinets, product display fixtures, reception desk and guest area furnishings, laundry equipment and program-specific equipment.
- Provide anchoring, blocking, electrical/mechanical connections, and support systems per manufacturer instructions.
- Coordination with the equipment vendors for delivery, placement, and commissioning.

5.4.5 **Exterior improvements and Outdoor Patio Construction**

- Modifications to building exterior including doors, lighting, and weatherproofing as needed.
- Construction of a new outdoor patio area, including grading, drainage, concrete, or hardscape installation, and landscaping.

5.4.6 **ADA Compliance and Safety Requirements**

- Ensure all renovated areas meet ADA standards for accessibility.
- Provide compliant entrances, ramps, hardware, restroom fixtures, and circulation paths.
- Maintain a safe work environment following OSHA and Hill College safety protocols.
- Implement dust control, noise control mitigation, and protective barriers.
- All work shall comply with applicable local code requirements, including mechanical, electrical, plumbing, and fire-life-safety inspections.

5.4.7 **Project Coordination and Scheduling**

- Develop and maintain a detailed construction schedule showing milestones, phasing, and coordination of trades.
- Attend all required meetings with Hill College representatives, architects, and consultants.
- Coordinate with the campus operations to minimize disruption
- Identify and manage long-lead materials and equipment.

5.4.8 **Testing, Inspection, and Commissioning**

- Perform testing and balancing of HVAC systems.
- Conduct electrical and plumbing system testing as required.
- Support inspections by local authorities, third-party inspectors, and the College's design team.
- Contractor shall coordinate startup, testing and commissioning of all systems with the owner's representatives and relevant authorities.

5.4.9 **Closeout and Turnover**

- Provide all required warranties, O&M manuals, and as-built drawings.
- Complete punch lists promptly.
- Deliver a fully cleaned, operational, and code-compliant facility ready for occupancy.

SECTION 6

PRICING PROPOSAL

Proposal of: _____
(Proposer Company Name)

To: Hill College

Ref.: Hill College – Renovation of the Technology Building/Cosmetology School JCC (Johnson County Campus

RFP No.: 25/26-002

Notice to Proposers: The Pricing Proposal MUST be completed exactly as shown. Provide any explanation or supporting detail on separate sheet(s).

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish all work for the Hill College – Renovation of the Technology Building/Cosmetology School JCC (Johnson County Campus required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

6.0 Pricing Submission Method – Refer to Section 2

Submit the completed Exhibit B – Section 6.1.1 Construction Pricing Proposal Form as a separate sealed envelope (physical) or a separate PDF (if electronic), labeled "Pricing Proposal – RFP #25/26-002." Pricing will be evaluated as part of best-value selection in accordance with Tex.Gov't Code Ch 2269

6.1 Required Pricing Content

The Pricing Proposal shall include, at a minimum:

6.1.1 Base Bid Amount

- Proposer Shall Provide a lump sum for all labor, materials, equipment, supervision, and services required to complete the full scope of work.

6.2 Itemized Cost Breakdown

Costs must be broken down by major divisions or trade packages, including:

- Demolition & Abatement
- Concrete & polished concrete finishes
- Interior partitions and finishes
- HVAC
- Electrical
- Plumbing
- Fire Protection
- Technology/Low-Voltage
- Cosmetology Equipment Installation
- Exterior Improvements
- Outdoor Patio construction
- General Conditions
- Overhead & Profit
- Allowances (if applicable)
- Alternates (add/deduct)
- Unit Prices

- Schedule of Values
- Pricing Assumptions
- Price Validity (120 days)

Respectfully submitted,

By:_____
Authorized Signature

Name:_____

Title:_____

Email:_____

Date:_____

APPENDIX ONE

PROPOSAL REQUIREMENTS TABLE OF CONTENTS

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SECTION 10: PROHIBITION ON CONTRACTS WITH COMPANIES ON NATIONAL DEFENSE AND FOREIGN ADVERSARIES' LISTS FORM

APPENDIX ONE, 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, proposals submitted by Facsimile ("**FAX**") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

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

Renovation of Technology Building/Cosmetology JCC

RFP# 25/26-002

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)

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.

3.1.8 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 Management Plan and Approach

3.2.1 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.

APPENDIX ONE, SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: HILL COLLEGE

Ref.: Hill College – Renovation of the Technology Building/Cosmetology School JCC (Johnson County Campus

RFP No.: 25/26-002

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. 25/26-002

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. 25/26-002

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. 25/26-002

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. 25/26-002

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. 25/26-002

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. 25/26-002

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

1.1 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.

1.2 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.

2. 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.

3. FINANCIAL TERMS AND CONDITIONS

4. PERSONNEL; RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK

4.1 Contractor agrees to:

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

4.1.2 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.

4.1.3 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.

4.1.4 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.

4.2 Contractor has the right to terminate any of its employees or personnel at any time. In addition, Contractor acknowledges that HC 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.

4.3 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.

4.4 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.

5. 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 HC'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 HC's policies, the implementation of HC'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.

6. 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.

7. 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 HC, 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, HC. 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.

8. INSURANCE

8.1 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:

8.1.1 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.

8.1.2 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

8.1.3 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

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

8.1.5 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.

8.2 Contractor will deliver to HC:

8.2.1 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.

8.2.2 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.

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

8.3.1 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

8.3.2 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.

9. 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.

10. ACCESS TO HC FACILITIES

10.1 Contractor and its employees, permitted subcontractors and agents may access only the bookstore and those H C 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.

10.2 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.

10.3 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 H C 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 HC. 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 HC to subject HC'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. HC 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 HC, 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.

11. PRESENCE ON HC PREMESIS

11.1 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.

11.2 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 HC'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 HC's premises or equipment. On Contractor's failure to do so, HC may repair the damage and Contractor will reimburse HC 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.

11.3 Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify HC's Police & Campus Safety at (361) 220-1391 and thereafter furnish a full written report of the accident.

11.4 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.

12. PREMESIS SECURITY

12.1 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 HC Campus Safety at (254)659-7777.

12.2 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 HC 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.

12.3 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. HC 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.

12.4 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.

13. 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.

14. DEFAULT AND TERMINATION

14.1 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.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

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

14.7 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.

14.8 At the end of the term of this Agreement or any extension or renewal, or on any termination of this Agreement, HC 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.

15. 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.

16. CONFIDENTIALITY AND SAFEGUARDING OF HC 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 HC 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.

16.1 **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.

16.2 **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.

16.3 **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.

16.4 **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.

16.5 **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*.

16.6 **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.

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

16.8 **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.

17. 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.

18. 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.

19. 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.

20. 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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **VENUE: GOVERNING LAW** – Johnson County, Cleburne, 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.

34. **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.

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

36. **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.

37. **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.

38. 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.

39. 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.

40. BREACH OF CONTRACT CLAIMS

40.1 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:

40.1.1 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.

40.1.2 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.

40.1.3 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.

40.2 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.

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

41. 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.

42. 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 HC employees to violate HC'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.

43. 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.

44. **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.

45. **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

46. **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.

47. **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.

48. **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.

49. **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.

50. **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.

51. **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: _____

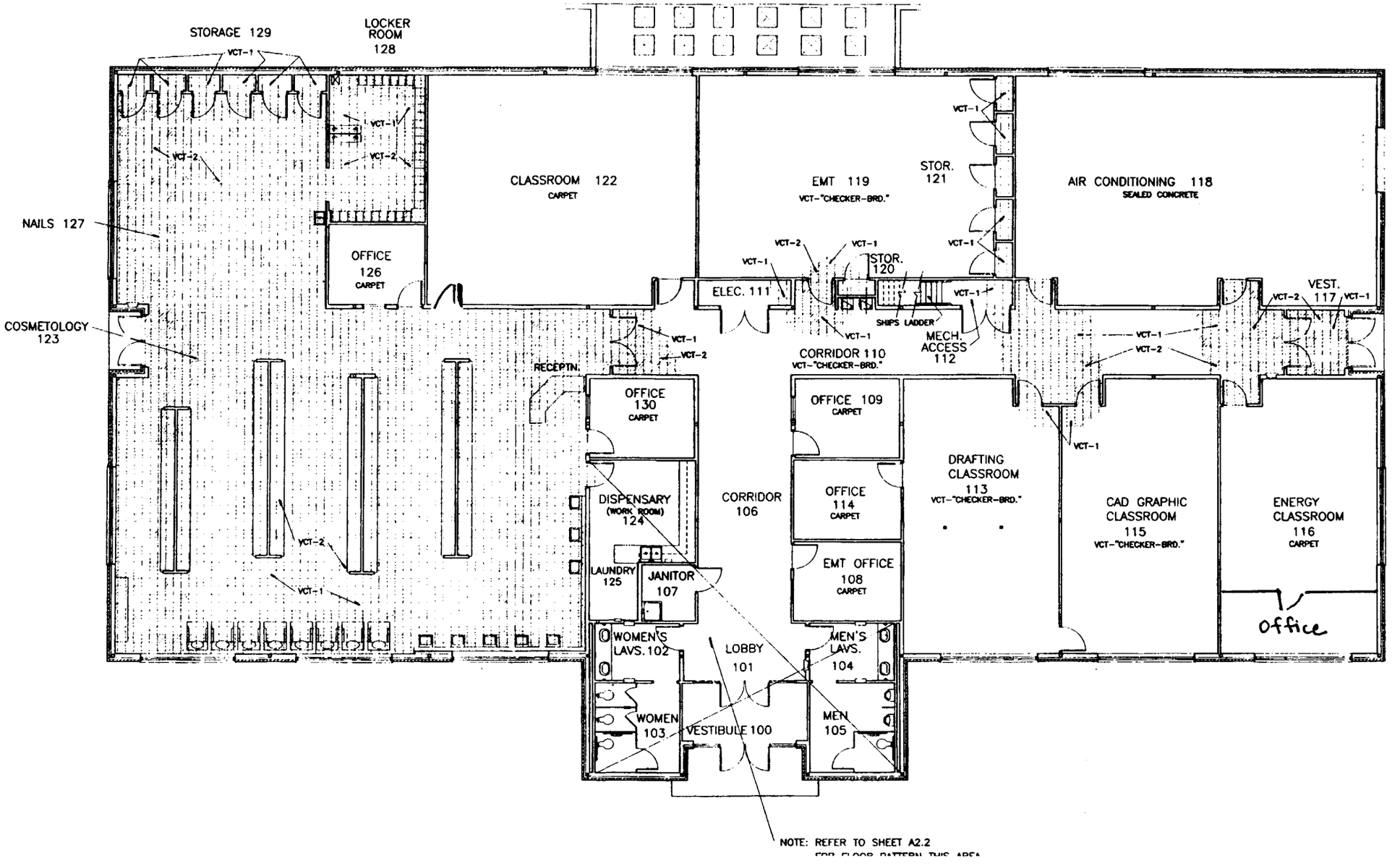
APPENDIX THREE

FLOORPLAN

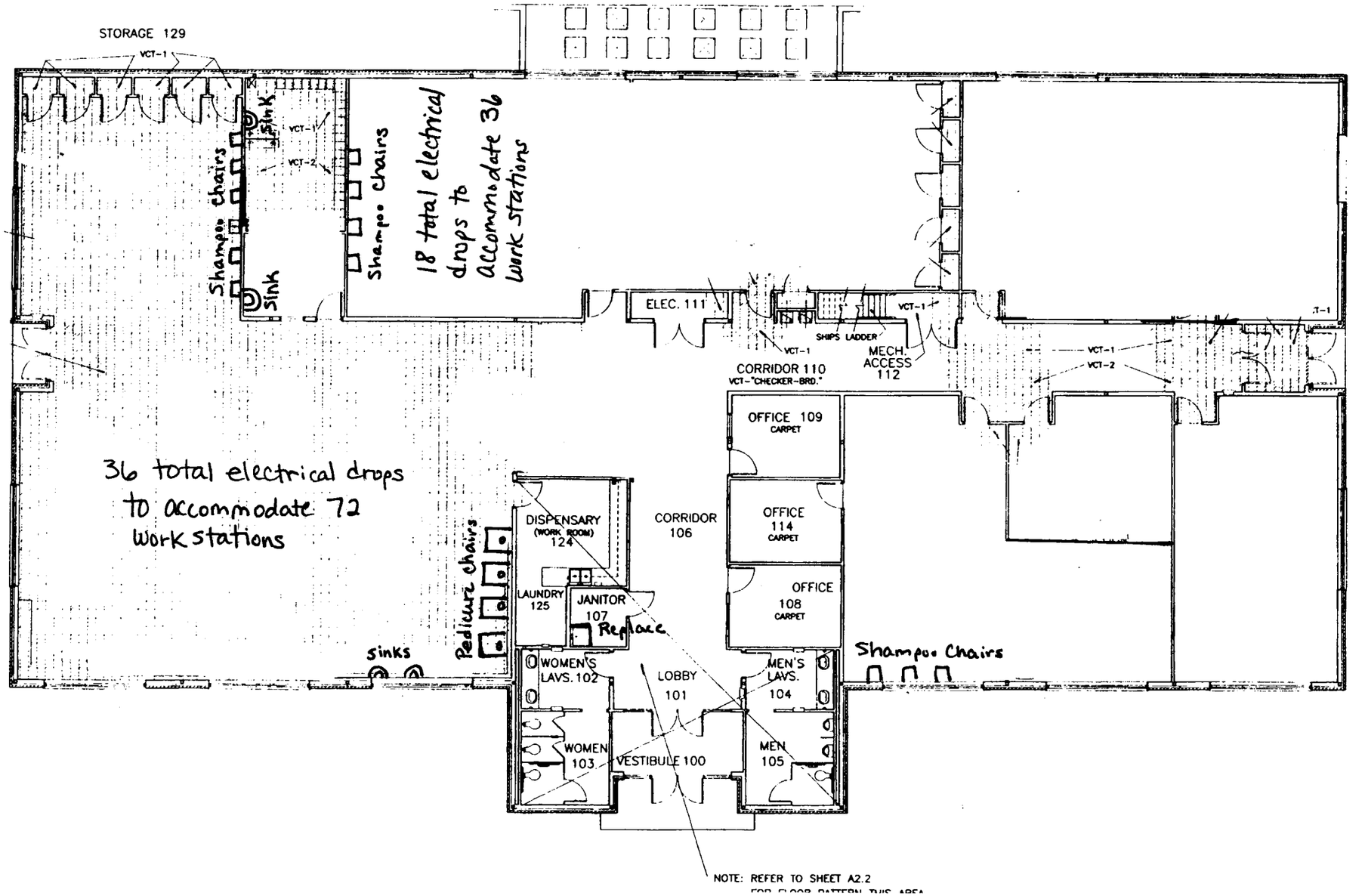
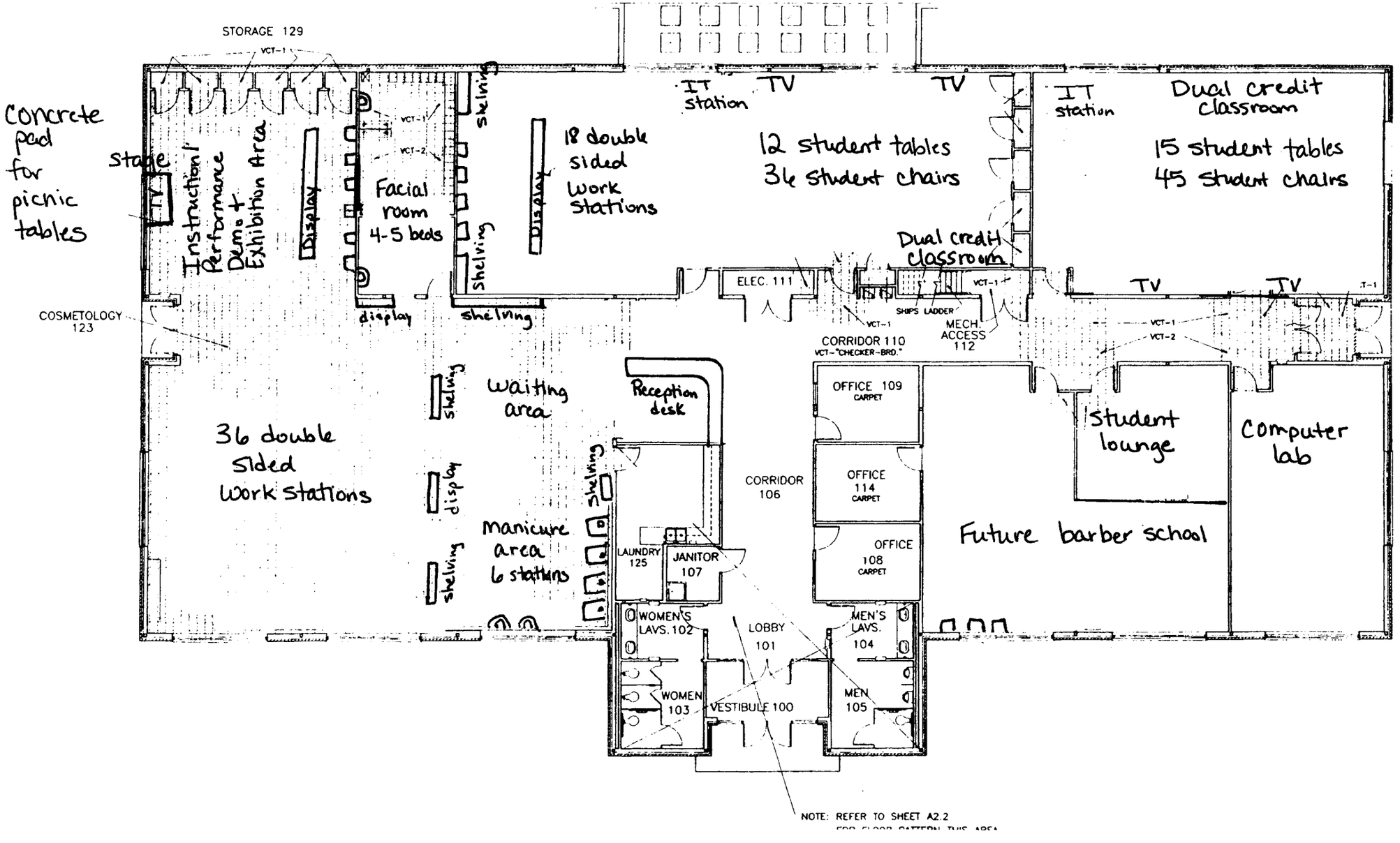
Property location, 2112 Mayfield Pkwy, Cleburne, TX 76033, can be viewed on Fridays with a prior appointment made with Katrina Mangum at kmangum@hillcollege.edu.

1. **CURRENT FLOORPLAN**
2. **ELECTRICAL AND PLUMBING**
3. **COMPREHENSIVE LAYOUT**

Current layout



□ shampoo chairs
□ pedicure chairs
sink



Comprehensive layout