

REQUEST FOR PROPOSAL
Course Materials and Campus Store Solutions
Specification and Contract Number Q00911

- Submission Deadline for Qualifications:** Friday, January 26, 2018 at 2:00 p.m., Local Time
- Pre-Submission Meeting:** Monday, December 18, 2017 at 2:00 p.m. Local Time
Harper College, 1200 W. Algonquin Road, Palatine, IL 60067
Building W, Room W-218
- Deadline for Submitting Questions:** Tuesday, December 19, 2017 at 4:00 p.m. Local Time
- Number of Copies:** Submit Ten (10) Hard Copies of Proposals
One marked "**Original**"
(2) Copies of the Pricing (Separate Sealed & Marked Envelope)
One additional copy the Proposal & Pricing on a CD or flash drive
- PLEASE MARK THE RETURN ENVELOPES:**
1. Course Materials and Campus Store Solutions Q00911
 2. January 26, 2018, 2:00 p.m.
 3. Q00911
- BID BOND** 10% of the Total Guarantee or \$50,000 whichever is greater.
- RETURN PROPOSALS TO:** Harper College Purchasing Department
"A" Building, Room A217
1200 W. Algonquin Road
Palatine, IL. 60067

**PROPSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE
ACCEPTED**

LEGAL NOTICE

Harper College will accept proposals for Course Materials and Campus Store Solutions until 2:00 P.M. Local Time on January 26, 2018.

Proposals shall be submitted to: William Rainey Harper College
Purchasing Department
Building "A" Room A217
1200 W. Algonquin Road
Palatine, IL. 60067-7398

This Request for Proposal (RFP) is for solutions to providing course materials and college related products and services to the campus community. Harper recognizes that there are multiple formats for providing services and is not limiting responses to any single format. Interested parties may contact the Purchasing Department for the Request for Proposals documents.

A Pre-Submission Meeting will be held on Monday, December 18, 2017 at Harper College, 1200 W. Algonquin Rd., Palatine, Illinois in Building W, Room W-218, at 2:00 P.M Local Time. Questions should be addressed to purchasing@harpercollege.edu. The deadline to submit questions will be December 19, 2017 at 4:00 P.M. Local Time.

Offers may not be withdrawn for a period of 120 days after closing date without the consent of the Board of Trustees.

Any responses submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter.

Bidders shall comply with Business Enterprise Program: Participation and Utilization Plan developed by Harper College. There is a 20 percent aspirational goal on this contract.

Harper College reserves the right to reject all Proposals or parts thereof, to waive any irregularities or informalities in the Request for Proposals (RFP) procedures and to award the contract in a manner best serving the interest of the College.

Jewell Jackson
Manager of Purchasing

REQUEST FOR PROPOSALS (RFP)**GENERAL PROCESSING AND SELECTION PROCEDURES**

The following procedures are generally used in the selection of vendors to provide professional services:

1. The Selection Committee is formed to evaluate the RFP responses.
2. The committee prepares a project description, criteria for selection and requirements for the specific contract. A Request for Proposals package is mailed to interested parties and a legal notice of the intent to contract for services is published.
3. The committee receives written RFP responses. The RFP responses should include a resume of the firm, references from past and present clients, similar experience, the names and background of project personnel, a narrative or work plan describing their approach to the specific project, a project task schedule (as applicable), and any other submittals requested within the document.
4. The committee reviews and evaluates the RFPs based on the established selection criteria and a comparison of all RFP responses submitted. If necessary, the committee may request a meeting with one or more Respondents to clarify and/or expand on the response. In accordance with the requirements of the RFPs, the College may negotiate terms, conditions and fees with the successful Respondent.
5. The committee selects the RFP response which, based on the ability to meet the criteria, appears to be the most advantageous selection for the College, and subsequently recommends contract award to the Executive Vice President.
6. Harper College reserves the right to reject all Proposals or parts thereof, to waive any irregularities or informalities in the Request for Proposals (RFP) procedures and to award the contract in a manner best serving the interest of the College.
7. The contract is presented for approval to the College Board of Trustees.

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1.0 INTRODUCTION**1.1 PHILOSOPHY OF SERVICE**

This Request for Proposal (RFP) is for solutions to providing course materials and college related products and services to the campus community. Harper recognizes that there are multiple formats for providing services, and is not limiting responses to any single format. It is recommended that proposals include all available formats that a Contractor is capable of performing so that the College can effectively evaluate each format. Responses from qualified companies must designate the formats that are being proposed, which will include:

- Traditional Hybrid Store - Physical store selling course materials and related merchandise with an on-line sales option.
- Alternative Hybrid Store – Course materials primarily sold on-line, with a physical store providing other services. Online store might use the physical store to distribute course materials during peak times.
- On-line Store Only – No physical store, all sales and services provided on-line. This may include a temporary location or package delivery lockers.
- Other Format – Specify.

The College currently maintains a physical bookstore operated by Follett Higher Education, which offers varied and complex services as an integral element of its total educational and academic mission. Harper College expects that proposals will describe solutions to how these services will continue to be provided, or identify those services that cannot be provided. Harper College expects the utmost in professional associations with its Contractors. We strive to work together in a harmonious relationship that will result in benefits for Harper College and the chosen Contractor. Providing textbooks and related academic materials at an affordable price must always be considered the paramount service to Harper College.

Students, faculty, staff and the community should all be considered valuable customers, regardless of the amount of business that they provide. The staff who provide textbook services should consider their mission as a critical service to the College. Customers should always perceive staff as being interested in providing the best possible service to the College community.

The Contractor should continuously initiate new customer service programs, which are focused on the needs of the academic community. The Contractor should conduct specific and detailed measurement of customer service programs and implement appropriate plans to address findings as a method of continuous improvement.

1.2 COLLEGE BACKGROUND

William Rainey Harper College is one of forty-eight (48) community colleges in the State of Illinois that make up the Illinois Community College System. Harper College's credit full-time equivalent (FTE) enrollment for fiscal year was 9,676.

Harper is a comprehensive community college which offers transfer curriculum, occupational training, adult enrichment classes and a variety of other community services. Harper College for Businesses department

provides customized training throughout the district. The College offers certificates and associate degrees in a wide range of program areas.

The College district is located in the northwest suburbs of Chicago. The 200-acre campus is located in Palatine, with extension facilities at the Learning and Career Center in Prospect Heights and the Harper Professional Center in Schaumburg. Further information about Harper College can be found on its website.

2.0 SOLICITATION AND INSTRUCTIONS

2.1 INVITATION

Sealed Proposals for course materials and campus store solutions will be received by Harper College, Community College District 512, at the Purchasing Department, "Building "A", Room A217, 1200 W. Algonquin Rd., Palatine, IL 60067, **Friday, January 26, 2018 at 2:00 p.m., Local Time**. There will be no public opening of any proposals received. All Contractors will be informed in writing of the College's decision concerning the selected Contractor within thirty days of formal award.

This Request for Proposal is an instrument for enabling Harper College in making the best possible decision in creating a business relationship with the selected Contractor. This RFP specifies the expected minimum level of service. It is important that each Contractor provide Harper College with the information requested in this RFP, in the manner in which it is requested. Proposals submitted by any Contractor must respond to all proposal instructions and, at a minimum, respond to all of the requirements, specifications, terms, conditions, and provisions hereinafter contained in this Request for Proposal. All inquiries regarding this proposal are to be directed only to Harper College Purchasing Department, by e-mail to purchasing@harpercollege.edu

The information requested and the manner of submission are essential to permit equitable evaluation of all proposals. Harper College may choose to reject any proposal in which information requested is not furnished or where incomplete information is provided. Wherever repetition occurs in the Request for Proposal, with regard to similar requests for information, Contractors need not repeat the information. However, reference should be made to the specific location in the proposal where the information is already recorded.

In submitting a proposal, the Contractor agrees that the proposal remains valid for one hundred twenty (120) calendar days after the closing date for submission of proposals and may be extended beyond that time by mutual agreement.

2.2 INSPECTION OF SERVICE LOCATIONS

All Contractors submitting proposals for services are required to visit the campus specified herein prior to proposal opening for the purpose of determining the current conditions pertinent to their proposals. If a physical store is maintained on campus, it will initially be located in the current bookstore location in building L. If state funding becomes available, it is the intention of the College to locate it in the new Canning Center which is being designed. Failure to fully make yourself aware of both current and future locations will not relieve the Contractor of his/her duties required under this proposal. Submission of a proposal shall indicate that such an inspection has

been made by the Contractor. The successful Contractor shall not receive consideration or relief because of adverse site conditions, whether or not observed or realized by such Contractor prior to submission of proposals.

2.3 PROPOSAL SECURITY DEPOSIT

Each proposal shall be accompanied by a proposal security deposit in the form of a bid bond to Harper College in the amount of **10%** of the annualized Total Guarantee Amount or a minimum of **\$50,000**, whichever is greater. The proposal security deposits of all unsuccessful proposers will be returned after award of contract. In the event that a Contractor selected by the Board of Trustees to provide requested services fails to sign the Agreement submitted by Harper College or to provide the performance bond and the insurance coverage specified herein, his/her proposal bid bond deposit may be retained by Harper College as liquidated damages for the College having to re-solicit proposals or use an alternative proposer, and not as a penalty.

2.4 PRE-PROPOSAL CONFERENCE

A Pre-Submission Meeting and the deadline for any questions regarding this project will be Monday, December 18, 2017, at 2:00 p.m., Local Time.

Location: Harper College
Building W, Room W218
1200 W. Algonquin Road
Palatine, Illinois 60067

2.5 SCHEDULE OF EVENTS

Issue Request for Proposal	December 1, 2017
Pre-submission Meeting	December 18, 2017
Deadline for Questions to the College	December 19, 2017
Final Addendum Issued	December 22, 2017
Proposal Due Date	January 26, 2018
Shortlist Completed	February 16, 2018
Vendor On-Site Interviews	February 28 – March 2, 2018
Approval by Harper College Board of Trustees	April 18, 2018

2.6 CONTRACTOR'S RESPONSE

Proposals shall be submitted at the time and date stated above. Any proposal received after the time and date stated above will be returned, unopened to the sender, no matter what date it was mailed. The College shall not be responsible for delivery delays of any kind. Offers submitted as part of this proposal must be firm. No proposal will be accepted on the basis of price prevailing at time of services or conditional to any other event. Any information received as part of any proposal shall become the property of Harper College.

Proposals shall be typed and prominently identified with the project title, submittal date, time and the name and address of the company. The company name shall appear on each page of the proposal. All submittals shall

contain ten (10) copies of the proposal and shall be delivered in sealed cartons also marked with the identifying information stated above. Proposals shall incorporate all terms, provisions and specifications of the Request for Proposal. Contractors are required to complete proposal forms and all appendices in their entirety. Failure to complete said proposal forms may result in rejection of proposal.

2.7 TOTAL RETURN

Proposals shall show total return to Harper College for the services specified. Should Contractor notice obvious omissions in the outline of service, such omissions should be included and noted in Contractor's proposal response. Hidden cost(s) or reduction in commission revealed during the performance of the Agreement will be construed as misrepresentation of service and shall void award of the Agreement.

2.8 PROJECT CLARIFICATIONS

If any Contractor submitting a proposal for this project is in doubt as to the true meaning of the specification or other documents or any part thereof, he/she shall request clarification from the Purchasing Department by e-mail to purchasing@harpercollege.edu. All requests for clarifications, or other type of communications regarding this proposal, must be submitted in writing. Any questions received after the deadline for submitting questions may not receive a written response. All questions shall be answered in writing through a proposal addendum, and both the question and response shall be sent to all proposal Contractors. All addenda shall become part of the proposal/Agreement documents. Harper College shall not be responsible for any explanation, interpretation or communication made that does not follow this procedure.

2.9 ERRORS AND OMISSIONS

All proposals shall be submitted with each space properly completed. The special attention of Contractors is directed to the policy that proposals shall be deemed final, conclusive, and irrevocable. No proposal shall be subject to correction or amendment for any error or miscalculation. Should a Contractor find any discrepancies in, or omissions from, any of the documents, or be in doubt as to their meanings, they shall advise the Purchasing Department in writing, who will issue the necessary clarifications to all prospective Contractors by means of addenda.

2.10 REJECTION OF PROPOSAL

The Contractor acknowledges the right of the College to reject any or all proposals received, to negotiate with any Contractor considered qualified, and to make award without further discussions, or to waive any informality or irregularity in any proposal received, and to accept that proposal which is considered to be in the best interest of Harper College. In addition, the Contractor recognizes the right of the College to reject a proposal if the Contractor failed to submit the data required by the proposal documents, if the proposal is in any way incomplete or irregular, or if a proposal is not deemed suitable for the purpose for which it is intended by the College.

Non-acceptance of a proposal shall mean that another was deemed more advantageous to the College, or that all proposals were rejected. Contractors whose proposals are not accepted shall be notified after a binding

contractual agreement between the College and the selected Contractor exists, or after the College has rejected all proposals. The College Board of Trustees shall be the sole judge of whether any proposal is the most responsible or qualified. Any such decision shall be considered final.

2.11 PROPRIETARY DATA

All items developed and submitted in response to this Request for Proposal shall become the property of Harper College and the Contractor shall not use, disclose, or furnish others any information relative to such items without first obtaining the written consent of Harper College, and then only subject to such conditions as Harper College may prescribe. Any restrictions on the use of data contained within a proposal must be clearly stated on the proposal itself. Proprietary information submitted in response to this request for proposal will be handled in accordance with applicable laws and Harper College policy. It is not acceptable for a proposal to be marked "proprietary" in its entirety.

However, should the determination of any proprietary information or exempt trade secrets be challenged, the College will tender the defense of the action to the Contractor's and expect you to defend, indemnify and hold the College harmless from any and all liability including attorney's fees (5 ILCS 140/11 (I)). All proposals indicating any such restrictions must be acknowledged in writing as a part of this proposal, that the Contractor's will defend, indemnify and hold the College harmless from any and all claims arising under the Freedom of Information Act. Under no circumstances will any requests to redact proprietary information be honored without this written acknowledgment.

2.12 COMPLIANCE

Submissions under this Request for Proposal shall be for services at least equal to or exceeding the quality and performance characteristics stated herein. The Contractor warrants that he/she is familiar with and shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement, including, without limitation, Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to use of hazardous materials. No plea of misunderstanding or ignorance thereof will be considered. Failure to provide complete documentation of the project compliance with specifications required may result in rejection.

2.13 REGULATIONS

Contractor's signature shall be construed as acceptance of, and willingness to comply with, all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, discrimination, and intimidation of employees. Any company or organization to be awarded an Agreement for services must be in compliance with all rules and regulations associated with the Fair Employment Practice Act, Federal E.E.O.C., Title VII of the Civil Rights Act, Americans with Disabilities Act, the Illinois Human Rights law and similar laws. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

2.14 QUALIFICATIONS

In order for a Contractor to be considered for award, he/she must be well recognized for their course materials services capabilities. Contractors must possess the necessary authority to do business in the State of Illinois and present to the College as part of this proposal. The Contractor must be ordinarily engaged in the business of providing course materials and related services to college campuses and have sufficient experience and financial resources to provide the services specified in this proposal. The Contractor shall have available adequate staff, expertise, experience, organization, and support personnel to perform this work within the time frame specified. Contractors must also adequately demonstrate the capability and expertise necessary to cope with the requirements of the work to be performed.

The Contractor must have successfully provided course materials to a college campus of a similar nature and size for a minimum of three (3) years and must presently be engaged in at least three (3) such operations. Comparable experience must include educational institutions at a post-secondary level with preferred enrollment of at least 8,000 FTE or sales of \$4,000,000 or greater at a single location. The Contractor must submit with its proposal sufficient financial information, such as a Dun & Bradstreet Supplier Evaluation Report, and the most recent company annual report, to allow the College to evaluate the financial condition of the Contractor and its ability to meet the responsibilities of the Agreement.

The Contractor must submit with its proposal, references of at least ten (10) successful college operations. Additional references may be included if available. Information provided must include persons to contact with addresses and phone numbers, the size of the institution served (FTE students), annual gross sales and other pertinent information which would aid in the determination of an experienced Contractor. The Contractor shall also specify those operations, which Contractor previously held a contract to operate since January 1, 2012, but does not currently operate.

The College reserves the right to request additional information to determine the responsibility of the apparent successful Contractor relative to its ability to comply with the terms and conditions of this Request for Proposal.

2.15 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by letter, telegram, or in person prior to the time and date established for the opening of proposals. However, no proposal shall be withdrawn for a period of one hundred twenty (120) days after the date of receipt without the consent of Board of Trustees.

2.16 ACCEPTANCE

The signing of these proposal forms shall be construed as acceptance of all provisions contained herein.

Each Contractor by making their proposal represent that they have read and understand the proposal request and the specifications; and that they have visited the site and have familiarized themselves with the local conditions under which the services are to be performed; and that their proposal is based upon the labor and materials required to perform the work in its entirety.

2.17 INVESTIGATION OF CONTRACTORS

The Manager of Purchasing will make such investigation as is necessary to determine the ability of the Contractor to fulfill proposal requirements. The Contractor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, types of services or supplies similar to that included in this proposal. The Board of Trustees reserves the right to reject any proposal if it is determined that the Contractor is not properly qualified to carry out the obligations of the proposal.

2.18 BACKGROUND CHECKS

The Contractor agrees to conduct criminal background checks on each of its employees, as well as employees of its subcontractors, prior to sending them to the College. The College may request new background checks of any employee at any time. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no additional cost to the College. If in the College's sole discretion objectionable information regarding any employee is discovered in the background check, such person shall not be allowed to continue working at the College. The minimum background check process shall include, but not be limited to, the following checks:

1. Social Security Number trace
2. Federal, State and County Criminal Background Checks
3. National Sex Offender Registry

2.19 CONCEALED CARRY

The Contractor/supplier acknowledges that firearms are prohibited on the College's campus except as provided in Section 65 of the Firearm Concealed Carry Act, 430 ILCS 66/65. The Contractor shall inform its employees and subcontractors of this prohibition and shall strictly enforce it when on the College's campus. The supplier/contractor further agrees to consult and comply with Harper College's Board Policies regarding the possession of firearms on campus.

2.20 CONTRACTING WITH MINORITY FIRMS AND WOMEN BUSINESS ENTERPRISE

The College has an aspirational goal of spending 20% of its budgeted expenditures with firms owned by minorities, females or persons with disabilities as required by Illinois Statute. Respondents to this request for bids shall comply with the provisions of the Business Enterprise program, and shall submit the appropriate Utilization Plan forms and/or Demonstration of Good Faith efforts checklist with their responses. The directory of BEP certified vendors can be found at the following website (<https://cms.diversitycompliance.com/>).

2.21 DISCLOSURE OF INDEPENDENCE AND RELATIONSHIP

Prior to the award of any Agreement, the successful Contractor shall certify in writing to the College that no relationship exists between the successful Contractor, its owners, partners or employees and the College that interferes with fair competition or is a conflict of interest, and that no relationship exists between the successful Contractor and another person or organization that constitutes a conflict of interest with respect to an Agreement

with the College. The College reserves the right to waive this provision, in writing, if these relationships of the successful Contractor will not be adverse to the interests of the College.

2.22 EXECUTION, NEGOTIATION AND AWARD

Harper College intends to execute an agreement with the Contractor whose proposal, in the sole judgment of Harper College, is most advantageous to Harper College. Proposals from the Contractors should be submitted to Harper College on the most favorable terms possible from the standpoint of revenue and technical capability. The College will carefully consider all qualifications submitted with the proposal, however, such consideration does not mean that all qualifications will be accepted.

Harper College reserves the right to negotiate with any proposer, accept other than the highest revenue proposal, to reject any or all proposals, and to waive any or all technicalities. Upon selection of the Contractor, Harper College and the Contractor will enter into a Course Materials Services Agreement.

2.23 BASIS OF AWARD

If awarded, the award will be made to the Contractor whose proposal is determined to be the most responsible and qualified Contractor best meeting the specifications, needs and objectives of the College based upon evaluation of the information furnished, as required under this Request for Proposal.

In awarding the Agreement, the College will consider a number of factors in combination in evaluating the proposals submitted. The major factors will include the following which are not listed in order of importance:

- a) Responsiveness
- b) Services
- c) Qualifications
- d) Approach Methodology
- e) Revenues
- f) Schedule

Harper College reserves the right to determine the definition and weight given to each of these qualifying variables.

The selection process may include a request for oral presentations as deemed necessary by the College. There shall be no obligation on the part of the College to entertain presentations from any or all Contractors. However, since the College may make an award without further discussion, each Contractor should include in their written proposal, all statements, requirements, terms or conditions it may have and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

After proposals have been reviewed, visits may be made to selected institutions under Agreement with Contractors to assist the College in its choice of Contractor. The College may request additional information for clarification while proposals are under consideration

3.0 GENERAL INFORMATION AND PROPOSAL REQUIREMENTS**3.1 SCOPE OF PROPOSAL**

Harper College will accept proposals for solutions to providing course materials and college related products and services to the campus community. Contractors shall specify the formats proposed, and encourages proposing multiple formats for evaluation if available. Contractors shall submit proposals specifying the operational and financial arrangements based upon the terms and provisions of the proposal specifications

During the term of the Agreement between the College and Contractor, the Contractor shall provide services for College students, faculty, staff, and community in accordance with the requirements, terms, specifications, conditions, and provisions hereinafter contained.

On-campus retail operations are currently maintained by Follett Higher Education on the main campus, second floor of L Building. Depending on the release of state funding, the College may design a new retail store of up to approximately 10,800 square feet in the new Canning Center. If a new store is built, the old bookstore will be shut down when the new location opens for service. The College also operates classes at two satellite locations in Prospect Heights and Schaumburg. Course materials can be delivered to a central office at the satellite through campus mail services, picked up from the main campus location by an instructor, or purchased by the student directly from the main campus location or on-line. The College reserves the right to add additional locations and times as necessary to meet the needs of the students.

3.2 TAXES, PERMITS AND LICENSES

The Contractor shall be responsible for obtaining, at their expense, all required permits, licenses, and bonding to comply with pertinent College, municipal, county, State and Federal laws and regulations, and assume liability for all applicable taxes and assessments including, but not limited to, sales, property, franchise, excise, income tax withholding, social security, etc.

In the event the Illinois Department of Revenue, or any other governmental agencies, assesses any sales or use tax liability, or other taxes, fines, or penalties against the College resulting from the Contractor's operations pursuant to this Agreement, the Contractor agrees to defend and indemnify and hold the College, its board members, officers, and employees and each of them, forever harmless from and against any and all such taxes, fines, penalties or other costs assessed by the Illinois Department of Revenue or any other governmental agencies or incurred by the College in defending such claims.

The College is exempted from all applicable Federal, State and Local income and sales tax. Retail sales tax shall not be included in any computation or passed on to the College in any form. The College will provide tax- exempt certificates upon written request.

3.3 USE OF CREDIT

The Contractor shall make all purchases in its own name and not use the credit of the College in any manner. The Contractor alone shall be responsible for purchases and contracts made by him/her, and the College at no time and for no reason shall be responsible for any goods purchased by the Contractor, or for any other obligations or liabilities assumed or created by the Contractor. The Contractor shall not use the name of Harper College, except as, from time-to-time, specifically authorized in writing, by the College through its Manager of Auxiliary Services.

3.4 LAWS AND REGULATIONS

Contractor warrants that they are familiar with and shall comply with all Federal, State, and Local laws, statutes, ordinances, rules, and regulations and the orders and decrees of any courts, administrative bodies, or tribunals in any manner affecting the performance of the Agreement, including without limitation, Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to use of hazardous materials. No plea of misunderstanding or ignorance thereof will be considered. In addition, Contractor shall also comply with all College Board policies, procedures and regulations as may currently and/or in the future pertain to service under the Agreement. These laws, ordinances, regulations, and policies shall apply to the Agreement throughout, and they will be deemed to be included in the Agreement the same as though written out in full.

3.5 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless Harper College, its Board of Trustees, administrators, officers, agents, employees or volunteers individually and collectively from and against any and all claims, demands, lawsuits, loss, damage, injuries and liability including attorney's fees, costs and expenses incurred in connection therewith, however caused, resulting from, arising out of loss or damage to any property or injury or death of any person, or in any way connected with the performance of the Agreement hereunder, or any renewal or extension thereof, whether or not caused or contributed to, by, or on account of any acts or omissions on the part of the Contractor or of any subcontractor or any of their respective agents, servants or employees or any negligence or alleged negligence on the part of Harper College, the Board of Trustees, its members, individually and collectively.

To the extent permitted by applicable law, the College agrees to defend, indemnify and hold harmless the Contractor, its affiliates, directors, officers and employees from and against any and all claims, demands, lawsuits, loss, damage, injuries and liability including attorney's fees, costs and expenses incurred in connection therewith, however caused, resulting from, arising out of loss or damage to any property or injury or death of any person, or in any way connected with the performance of the Agreement hereunder, or any renewal or extension thereof, which results from or arises out of any negligence or willful acts on the part of Harper College, its Board of Trustees, administrators, officers, agents, employees or volunteers individually and collectively.

3.6 CONTRACTOR'S STATUS

It is understood and agreed that nothing contained herein is intended or should be construed, as in any way creating or establishing the relationship of partners between the College and the Contractor. The Contractor is an independent contractor and in providing services hereunder shall not be deemed to be the agent of Harper College. The College does not guarantee in any way, a profit to the Contractor. All persons performing work hereunder for the Contractor shall be employees or subcontractors of the Contractor, and not of Harper College. The Contractor shall be as fully responsible to Harper College for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor. The sole interest of the College in respect to performance is to ensure that duties are performed in a competent, efficient, professional and satisfactory manner.

3.7 ASSIGNMENT AND SUBCONTRACTING

This Agreement and the obligations contained herein and attached hereto, shall be binding upon each party and shall not be assigned, transferred, devised or subcontracted, by the Contractor in whole or in part, without the express written consent of the College, nor shall the Contractor have the right to authorize or permit the use of the retail facilities by other third parties without the express written consent of the College through its Manager of Auxiliary Services.

3.8 TERM

The Agreement awarded hereunder shall be for a fixed term of approximately five years from the date of July 1, 2018.

It is the intent of the College to award an Agreement to a qualified Contractor in sufficient time for the Contractor to assume operations from the existing Bookstore. The specific commencement date shall be determined by mutual agreement between the College, the existing Contractor, and the successful Contractor in order to best meet the needs of the students. The actual commencement date of this Agreement shall have no impact on the Agreement expiration date.

At the expiration of the selected term, this Agreement may be renewed at the mutual option of both the College and the Contractor for up to (5) five additional one year periods, provided that renewal negotiations shall be initiated by written request of either party no less than 180 days prior to the expiration date of the Agreement, and renewal terms agreed upon no less than 120 days prior to the expiration of the Agreement.

The Contractor shall schedule transition of operational responsibility at the end of this Agreement at the convenience of the College, resulting in an actual termination date that may vary up to 60 days after the stated termination date of June 30, 2023 at the sole discretion of the College. If a physical store is maintained, the Contractor shall maintain normal store hours and services throughout the last day of any transition period agreed upon.

If the Agreement is awarded to another Contractor after expiration of the initial term of this Agreement, or any extension thereof, the College will require any new Contractor to be obligated for any reasonable quantities of crested or imprinted clothing and gift items in clean saleable condition, which shall be purchased by the new Contractor at actual wholesale invoice cost.

3.9 TERMINATION

Termination Without Cause

The College may terminate the Agreement for any reason, provided the following procedure is followed:

- a) Written notice must be given by the College to the Contractor prior to the effective date of termination. The College may terminate by giving not less than one hundred eighty (180) days notice to the Contractor.
- b) Termination of this Agreement by the College, prior to the expiration date of this Agreement without cause, shall not obligate Harper College for any inventories or advance payments except reasonable quantities of crested or imprinted clothing or gift items in clean saleable condition, which shall be either purchased by a new Contractor or by the College, at actual wholesale invoiced cost. The College shall not be responsible for the undepreciated amount of any investment or leasehold improvement provided as part of this Agreement.
- c) All written notices regarding termination shall be sent via certified or registered mail.

Breach of Agreement

- a) The College may cancel this Agreement for breach, as determined solely by the College. In the event the Contractor fails to carry out, comply or perform under the terms of the Agreement, including but not limited to, failure to consistently provide sufficient quantities of text materials, failure to provide text materials in a timely manner, failure to pay amounts when due, failure to provide sufficient insurance coverage or failure to operate in a reasonable manner for the best interests of the College and its students, the College may give the Contractor written notice of its failure to perform, and will provide the Contractor thirty (30) days to respond with a plan to correct the issue(s). If the Contractor fails to provide a suitable plan or correct the default within thirty (30) days, the College shall have the right to cancel and terminate the Agreement without additional notice.
- b) In such case, at the College's option, the Contractor may be required to continue operation until relieved by a subsequent operator chosen by the College, for a period of up to one-hundred-twenty (120) days after receipt of such written notice. Contractor shall pay all expenses, reasonable attorney fees and costs incurred in good faith by the College in enforcing the terms of this Agreement.
- c) Upon cancellation of the Agreement due to breach by the Contractor, the Contractor shall pay the College all guaranteed payments owed for the term of the Agreement, less the value of any guaranteed payments provided by a subsequent operator for the same period. Cancellation by breach shall not obligate the College for any inventories, cash advances, investments, or leasehold improvements made or in any other way.

- d) In addition to the rights listed above, the College may, by giving written notice to the Contractor, call for the acceleration of the Agreement's terms, and that the balance of any guaranteed payments are immediately due and payable within thirty days of the notice.

Premises

- a) Upon termination of the Agreement or any renewals hereof, the Contractor shall vacate the premises and deliver premises to the College in the same condition the premises are in at the time the Contractor enters into such agreement, reasonable wear and tear excepted; provided, however, that the College, by written notice may require that any or all of the alterations, additions, and improvements to the premises *not* be removed by the Contractor, the same being a part of the premises. Notwithstanding the foregoing sentence, the Contractor shall have the right upon termination or expiration of the Agreement to remove such furniture, furnishings, equipment, trade fixtures, and other personal property of the Contractor placed in or upon the premises provided the Contractor shall, at its sole expense, repair any damage to premises caused by such removal.

Timely Payments and Bankruptcy

- a) If, at any time during the term of this Agreement, the Contractor fails to make timely payment of any commissions, or any petition of bankruptcy shall be filed by or against the Contractor, or if it shall be adjudged a bankrupt, or a receiver shall be appointed by any Court of competent jurisdiction, to take possession of this property, or if it shall make any assignments for the benefit of creditors, then this Agreement shall immediately cease, terminate, and expire; and the College shall have the right forthwith, by force or otherwise, to re-enter the premises, to have, repossess, and to enjoy without liability for damages, the retail space and all equipment and furniture contained therein, anything in this Agreement to the contrary notwithstanding. Contractor shall provide the College written notice of any bankruptcy filing within twenty-four (24) hours of such filing. Contractor shall pay all expenses, reasonable attorney fees and costs incurred in good faith by the College in enforcing this term of the Agreement.
- b) In the event the Contractor repeatedly fails to make timely payment of any commissions, the College may give the Contractor written notice of its failure to perform, and will provide the Contractor thirty (30) days to correct the issues(s). If the Contractor fails to correct the default within thirty (30) days, the College shall have the right to cancel and terminate this Agreement immediately, in accordance with Section 3.9, "Termination".

3.10 LIABILITY INSURANCE

- A) The Contractor shall obtain and maintain the minimum insurance coverages set forth below with insurance company(ies) carrying an A.M. Best rating of A VII or better and licensed to do business in the State of Illinois. By requiring such minimum insurance, the College shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed pursuant to the Agreement by reason of failure to obtain or maintain insurance in sufficient amounts, duration, or type. The Contractor shall maintain throughout the term

of the Agreement awarded hereunder and any renewal or extension thereof, such insurance as will protect the College, the Board of Trustees, its members, individually and collectively from claims under the Workers' Compensation Act (including Occupational Diseases and Employers' Liability Coverage), and from any other claims for damage to property or for bodily injury, including death, which may arise from operations under this Agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations which the Contractor has assumed at any and all College authorized locations. The required coverages and minimum limits of liability are set forth in paragraph B hereof and these policies shall name the College and its affiliated entities, their governing boards, officers, employees, agents and volunteers as Additional Insureds with endorsement to the limits set forth in paragraph B, Section #3.10. All coverages required hereunder shall provide coverage on a primary and non-contributory basis with any other insurance coverages and/or self-insurance available to the College. The College reserves the right to verify any information with the carrier.

Before proceeding with any work the Contractor shall furnish to the College certificates of insurance executed by insurance companies approved by the College evidence of the coverages required hereunder. At least 15 days prior to the expiration of any required coverages, a certificate of insurance must also be sent to the College providing evidence that such coverage has been renewed. The certificates of insurance shall contain a covenant requiring thirty (30) days written notice to the College before cancellation, reduction or other modification of coverage. The coverage is modifiable or cancelable only on written notice by registered or certified mail from the insurance companies, mailed to Harper College, 1200 W. Algonquin Road, Palatine, Illinois 60067, Attn: Manager of Auxiliary Services. These policies shall be primary and non-contributing with any insurance carried by the College and shall contain a severability of interests clause in respect to gross liability, protecting each named insured as though a separate policy had been issued to each. Failure of the Contractor to fully comply with these requirements during the term of the Agreement will be considered a material breach of contract and will be cause for immediate termination of the Agreement at the option of the College.

B) Coverage Minimum Limits of Liability

Commercial General Liability (ISO form CG0001 or its equivalent)

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Occurrence Limit	\$1,000,000
Premises and Operations	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$1,000,000
Medical Payments (Any One Person)	\$50,000

Automobile Liability Insurance (ISO form CA0001 or its equivalent and including owned, non-owned and hired vehicles)

Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection	Statutory

Workers' Compensation

Converge A (Workers' Compensation)	Statutory
Coverage B (Employers' Liability)	
Each accident	\$500,000
Disease each employee	\$500,000
Disease policy limit	\$500,000

Umbrella Liability

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Each Event Limit	\$2,000,000

C) All supplies, fixtures, equipment, products and receipts furnished or received in connection therewith pursuant to the Agreement, shall remain the property of the Contractor. The Contractor shall, at its expense, provide fire insurance and extended coverage in the amount sufficient to cover the value of inventory, equipment and other property owned by the Contractor, and such other insurance as it considers necessary to protect itself from loss due to damage to, or destruction or theft of any such supplies, fixtures, equipment, products or receipts. The College shall not be liable to the Contractor, or any person, for any such loss. It is expressly agreed that the College shall be totally relieved from any liability to compensate the Contractor for any property damage incurred by the Contractor as result of fire, water, vandalism, or any other natural disaster. The parties agree that Contractor's general liability and property insurance shall be the sole source of compensation for the Contractor in the event of a loss resulting from a physical or natural disaster.

3.11 FORCE MAJEURE

Neither party shall have any obligation to the other for its inability to perform its obligations hereunder by reason of fire, flood, unanticipated labor disputes, federal, state or local legislation, or regulations issued in connection therewith, or for any other reason beyond the party's control, provided that the affected party uses its best efforts to thereafter renew its performance hereunder as expeditiously as possible.

3.12 EXECUTION OF AGREEMENT

The Contract will be in the form of an Agreement. Within thirty (30) calendar days after award, Contractor will furnish insurance documents as required in Section #3.10, "Liability Insurance". The Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

The Agreement with the successful Contractor(s) will incorporate all of the specifications, requirements, terms, conditions, and provisions included in the RFP and any addenda thereto, and any additional elements of the Contractor's proposal which the College deems relevant for inclusion. The Contractor will be expected to

properly and promptly execute this Agreement with the College. In any areas of conflict between this document and the agreement, this document will prevail.

3.13 FINANCIAL CONSIDERATION

In consideration of the space and service provided by the College, and other rights and privileges conferred upon the Contractor by this Agreement, the successful Contractor agrees to pay Harper College, based on a percentage of annual commissionable sales with a minimum Guaranteed Total Amount [in accordance with Section 4.10, "Financial"]. Harper College requests that the commission proposed to be paid to the College should be clearly outlined, describing in full detail the parameters the fees are based on and supported by pro forma information. The specific commission proposed will be submitted by the Contractor as part of the proposal response in Section 5.0.b, "Proposal Format".

4.0 SCOPE OF WORK - COURSE MATERIALS AND RELATED SERVICES

Contractors should provide a detailed proposal that explains how course materials and related services will be provided to the campus community. Harper College understands that there are multiple philosophies for how this is achieved, and will accept and evaluate proposals based on any format. Contractors capable of multiple formats are encouraged to submit proposals for each format.

4.1 OBJECTIVES

The College's primary objective for a course materials and related services solution is to support the College Philosophy and Mission by selling and distributing course materials to students, and providing the academic community with the tools to submit and effectively manage textbook adoptions. Contractors are encouraged to include provisions for providing general merchandise, spirit wear, and other college related merchandise as part of their proposal. The Contractor shall use their best efforts to support, uphold, and contribute to the objectives of Harper College in the fulfillment of this Agreement.

a) Course Materials

- i Sufficient quantities of specified course materials, which includes but is not limited to physical textbooks, custom course packets, digital textbooks, and related supplies and materials, as required or recommended by the faculty for academic courses, will be available for purchase by the students at the specific times the items are required per this Agreement.
- ii Pricing policies will be competitive, be related to the cost of providing course materials, and not exceed the industry standard.
- iii Solutions will minimize out-of-stock situations, and ensure that the specified edition is available for sale.
- iv Strategies should be implemented that are designed to decrease the cost of course materials for students, including but not limited to textbook rentals, digital textbooks, custom publishing used textbooks, and Open Education Resource (OER).

- v Promptly notify the appropriate faculty, division administrative assistant, associate dean and/or dean of situations where the edition has changed, is out of print, out of stock, or expected to be unavailable for the 1st day of classes.
- b) General Merchandise and Other College Related Merchandise (if available)
 - i Provide a selection of supplies, emblematic wearing apparel, memorabilia, and other related items and other services for the convenience of students.
 - ii Provide a selection of computer software and hardware at educational pricing as well as computer supplies, software reference books, and accessories.
 - iii Provide new merchandise based on trends in the collegiate market, and of interest to the College Community.
- c) Textbook Adoption Tools
 - i Provide easy, on-line tools for faculty and staff to submit adoptions for required and recommended course materials, required school supplies, and other supplemental materials.
 - ii Provide tools and/or a dash board for faculty and administration to quickly determine the status of textbook adoptions, and manage the adoption process.
- d) Service
 - i Provide courteous and helpful service to all customers.
 - ii Provide fast and efficient service that is easy and understandable for the student.
 - iii Meet the community needs for access to handicapped students and all ADA requirements.
 - iv Provide appropriate service programs which are responsive and sensitive to the needs of students, faculty, and staff.
 - v Provide appropriate services that are compatible with the educational and cultural objectives, and atmosphere at the College.
- e) Marketing
 - i To offer a continuous program of marketing and promotional initiatives to promote sales of both course materials and non-course merchandise.
 - ii To provide special promotions frequently throughout each year of the Agreement.

4.2 SERVICES

- a) Retail Store (if part of proposal)
 - i Contractor shall provide retail store services for the College in the existing bookstore location and, when completed, the future site of the new Canning Center at the Palatine campus location.
 - ii Contractor shall provide a list of merchandise categories that will be stocked in the store.

Merchandise should reflect the mission of the College, and normally be sold in a collegiate retail store.

- iii The College reserves the right to exercise its judgment in respect to any items that may be offered for sale which, in the College's view, might be considered objectionable.
- iv The Contractor shall recognize that the College has exclusive food and beverage agreements currently with Sodexo, and Pepsi. These products may only be sold with specific prior approval by the College's Manager of Auxiliary Services, and pricing shall be no less than the current price of the comparable items sold through Dining Services locations.
- v The College shall grant the Contractor the right to sell College licensed products, however this right is not exclusive, and does not waive the license fees charged by a trademark licensee. The Contractor agrees to purchase material goods, promotional items and/or advertisements bearing the name, seal, logos, and other indicia of the College from appropriate trademark licensees, which are in accordance with College guidelines.
- vi The Contractor shall also provide for sales of textbooks and other educational materials required for off-campus courses at satellite instructional sites as designated by the College. Current satellite locations include the Harper Professional Center in Schaumburg, IL, and the Learning and Career Center in Prospect Heights, IL.

b) Online Store

- i Contractor shall provide a website that is accessible to students for ordering textbooks and other course materials. The website shall include a user-friendly, online ordering system which incorporates the text and course materials to the section level. Contractor shall be responsible for all design, maintenance and support of the website and periodically assess and update the site to meet student needs. The website design shall be easy to navigate and provide a state-of-the-art order processing and fulfillment operation. The website shall provide information about current availability, cost, and ISBN number of each title, will be PCI compliant, and provide a secure environment for the transmission of confidential information over the internet.
- ii Contractor shall provide adequate services to minimize customer delivery time and to maximize customer convenience.
- iii Contractor shall assist the College with conforming to HEOA textbook affordability requirements. The system shall link with the College's registration system to display textbook requirements by course and section in the colleges on-line course catalog, and from student's class schedule without re-entering data. Course materials information must be available on the College's website, with ISBN's, no later than the day that the on-line course schedule is made available to students.

c) Textbook Buyback

- i Contractor shall provide a continuous used book buy-back program, and shall buy back textbooks no longer needed by the students. The Contractor shall provide their buyback policy and pricing schedule in the proposal.

- ii The Contractor shall explain their buyback policy with regards to course materials that originally contained electronic media, and other publisher packaged materials.
- d) Financial Aid
- i The Contractor must demonstrate knowledge of Federal Regulations regarding textbook purchases using Federal Financial Aid.
 - ii The Contractor must demonstrate that student charges on Federal Financial Aid meet any requirements for charging textbooks to student accounts, verification of identity, and proof of delivery.
 - iii The Contractor shall provide a secure automated process to transfer pertinent financial aid account information between the College's Banner financial aid system and the Contractor's system to facilitate the timely processing of student book purchases. The system shall populate necessary student data for accurate and timely transfer of financial aid awards and charges on at least a daily basis. Financial Aid charges shall not exceed the voucher amount specified by the College. The College will determine the dates book vouchers will be available, and notify students of their eligibility. The Contractor will provide the necessary documentation to the College for payment of these charges.
 - iv The Contractor will accept third party vouchers from organizations providing aid to students for purchasing course materials. Collection of payment for third party vouchers is the responsibility of the Contractor.
 - v The College allows only one (1) technology purchase with financial aid per student during the time they are enrolled at Harper College.
- e) Staff Discounts
- i Discounts shall not be offered to individual faculty or staff except as part of a special promotional sale offered to the general public, or as approved by the Manager of Auxiliary Services.
- f) Custom Course Materials
- i Contractor shall provide a service to facilitate obtaining permission to use copyrighted materials for the purpose of compiling specialized course materials. The costs for such service shall be fully incorporated into the selling price of the material. Contractor shall also provide for the production and duplication of all requested course packets and custom publishing according to Copyright law. Course packets may include, but are not limited to, course syllabi, supplemental anthologies of articles, or other materials gathered by a faculty member, which may be in the form of electronic or printed mediums, either on campus or through a custom publisher.
 - ii Contractor shall provide for the production and sale of College prepared educational materials. Educational materials may include, but are not limited to, instructional DVD's or digital media on flash drives for Heating, Ventilation and Air Conditioning courses offered by the College each term.

- g) Other Course Materials and Services. The College currently offers through its physical retail store the following course materials and services. The Contractor should indicate in the proposal if they are able to provide these services.
- i) **Dental Hygiene Kits.** Contractor shall purchase Dental Hygiene supplies for the first and second year programs as required by the Dental Hygiene department. These supplies will be grouped together by year and sold as a kit to the student.
 - ii) **Supply Kits.** Contractor shall produce other student supply kits when appropriate or as required by departments, and sell these kits to students at a discount off the full price of the components. Supply kits have been required for Architectural Technology, Fashion Design, and Interior Design.
 - iii) **Dual Credit Program.** Contractor shall provide text materials for Dual Credit high school programs offered by the College throughout the year. The Contractor shall make arrangements with the Dual Credit Program for how students will obtain their materials. This is currently provided by specially arranged pick-up hours in the retail store. The purchases for each student shall be tracked individually and the Contractor shall invoice each participating high school at the end of each semester for the cost of textbooks purchased less the buyback value of returned textbooks. The Contractor shall provide a list of students who did not return textbooks to the appropriate high school. The Contractor will meet at least once a year with the Dual Credit Program and the High School Districts to discuss logistics and improvements to the program. Prices for textbooks shall be the same as those charged to regular Harper students and the Contractor shall not impose any additional fees or charges to the program. The College will not be responsible for unpaid invoices or financial loss resulting from the program.
 - iv) **Continuing Education and Apprenticeship Programs.** Contractor shall order and provide textbooks for these programs. Some textbooks are included as part of a course fee for the class, and textbooks for those classes will be delivered to classrooms or locations specified by the program. Textbook information for these programs may not be available until four weeks prior to the start of classes.
 - v) **Harper Business Solutions.** Contractor shall order and provide textbooks for corporate training programs offered through Harper College for Business. Textbooks for these classes will be delivered to a location specified by Harper Business Solutions and prices may be locked for the duration of the agreement with the corporation (approximately one year).
 - vi) **Caps and Gowns.** The Contractor shall provide a solution for the ordering, providing, measuring, selling and distribution of disposable graduation caps and gowns to students, and rental caps and gowns to faculty and administrators. Disposable gowns shall be environmentally responsible, made of recyclable materials and are biodegradable. Faculty and administrator gowns are to be pressed prior to convocation or commencement. Caps and gowns are to be available for students, staff and faculty to pick up no later than one week prior to convocation and commencement. The Contractor shall provide sufficient support staff before, during and after convocation and commencement to assist students,

faculty and administrators with robing in two different staging areas (student and faculty). Convocation and/or commencement may occur on a weekday evening, Saturday or Sunday. Students will pay for gowns as a retail sale and the College will pay for faculty and administrator gowns, and the cost of cleaning and pressing. The College reserves the right to assume the purchase and distribution of caps and gowns if in the best interest of the College.

- vii **EDU/ECE Background Check Materials.** The Contractor shall work with the EDU/ECE department to determine the best way to facilitate distribution and student payment for a background check packet containing forms from the Illinois State Police and FBI. Currently the forms are printed by the bookstore (about 5 pages), packaged with shrink wrap and cardboard, and sold for \$85. The bookstore pays for the background investigation cost of \$75.
- viii **AED Grant Funded Textbooks.** Contractor shall purchase facilitate the purchase of textbooks by the AED department which are provided directly to students in the classroom. Textbooks will be delivered to a location specified by the department.

4.3 HOURS OF SERVICE (RETAIL SPACE)

- a) The hours in Appendix IV are based on a hybrid format with course materials primarily supplied in the retail store. Proposals with other formats should indicate the hours and level of service proposed.
- b) The Contractor shall establish a schedule of store hours which adhere to the common hours of campus services, and are convenient to students, College staff members, and others. Hours shall be adjusted prior to the beginning of each academic term as requested by the College through its Manager of Auxiliary Services or designated representative.
- c) Hours may be modified upon mutual agreement between the Contractor and the College, and if sufficient rationale exists to support such requests.
- d) The store may be closed on all College Holidays.
- e) The retail store shall be closed for inventory for no more than one day annually. If the store needs to be closed, inventory should be scheduled for a day that is least disruptive to the campus and as mutually agreed with the Manager of Auxiliary Services or designee.
- f) The College reserves the right to conduct scheduled maintenance during weekends, College holidays, and College break periods that may include cooling, electrical, and heating outages.

4.4 TEXTBOOK SELECTION AND ADOPTION PROCESS

- a) It shall be mutually agreed and understood, that the selection of course texts shall be the exclusive decision of the faculty members or associate deans, and as an academic matter, selection shall not be within the discretion of the Contractor.
- b) In the provision of books, supplies, and course materials, the Contractor shall provide a procedure for ordering textbooks and course materials for each term, in a format and time schedule acceptable to the

College. The requisition process should be accomplished through a web based order entry system which is provided by the Contractor. The system should allow the College to provide course section level data which can be imported and exported to and from the system, and provide ease of use with minimal training to learn how to utilize the system.

- c) Contractor shall advise faculty and administration of due dates no less than two weeks prior to the deadline for ordering textbooks, and provide confirmation of all textbook adoptions received.
- d) The Contractor shall advise faculty and administration of any missing textbook adoptions. Such notice shall commence starting no later than two (2) weeks after each established adoption due date and continue until the beginning of the term.
- e) The Contractor shall provide a dashboard accessible to the College Liaison, Provost, Deans, and appropriate administrators that communicates metrics of the percentage of course material adoptions that have been received.
- f) The College shall establish reasonable due dates so that the Contractor is given timely notice by administrators, faculty members, or authorized designees of the books, supplies, and course materials requested for all courses offered, currently as follows:
 - i For the fall semester, beginning in August on or before **April 1**.
 - ii For the spring semester beginning in January on or before **October 15**.
 - iii For the summer semester beginning in May on or before **March 15**.
- g) Further, the College shall assist, if requested, in soliciting adoption information from all faculty members requiring books, supplies, and course materials for their course(s) and to have such adoption forms returned to the Contractor.
- h) The Contractor will provide the Manager of Auxiliary Services with a copy of each requisition received in either its original form or in report form for distribution to any competitive bookseller who requests it.
- i) Contractor agrees to accommodate any modifications in the schedule resulting from authorized changes in the College calendar and in the schedule of classes.
- j) The Contractor shall make **every** effort to ensure that, for all adoptions which are received from the College by the specified due date, said books will be available no later than the first day of classes for each term.
- k) The Contractor shall communicate on the status of all out of stock texts beginning two (2) weeks prior to the start of each semester, and continue until all text issues are resolved.
- l) If a physical inventory is maintained, the Contractor shall be committed to immediate re-order and expedited shipping of all textbooks that are out of stock.
- m) The Contractor shall post information regarding status of out of stock required textbooks on each title as appropriate.
- n) Contractor shall ensure that course materials are available to accommodate late purchases and meet the enrollment demand of classes offered on a schedule other than the traditional academic term.

- o) The Contractor shall be solely responsible for any unauthorized or unprivileged use or distribution of any student information provided by the College. Any data provided to the Contractor in connection with this Agreement shall remain the property of the College and shall not be used by the Contractor for purposes other than the fulfillment of this Agreement
- p) The Contractor is encouraged to be proactive rather than reactive in regard to changes in enrollment levels or increases in class sections, etc.

4.5 PRICING AND REFUND POLICIES

- a) While sales prices shall be determined by the Contractor, merchandise sold through the retail store or on-line website shall be uniformly priced at all locations or service points, competitive to the local area, and generally not to exceed the industry's normal pricing procedures.
- b) The Contractor shall provide the College with pricing policies, and demonstrate the competitiveness of the pricing for the categories below as part of their proposal response. The Contractor must define specific terms such as gross margin, net pricing, list pricing, etc.
 - i New Textbooks
 - ii Used Textbooks
 - iii Rental Textbooks
 - iv EBooks
 - v Software/Website Access Codes required for class
 - vi Custom Course Packs, Produced DVD Sets, Digital Media on Flash Drives
 - vii AED Grant Funded Purchases
 - viii Open Educational Resources
 - ix Supply Kits for class
 - x Trade, Paperback, Technical, Reference Books
 - xi Non-Book Merchandise
 - xii Hardware/Software/Electronics
 - xiii Shipping (on-line orders)
- c) The Contractor shall provide the College with pricing policies for the following products and services which currently have special or reduced pricing models because of a high retail value, high sell through or other special considerations.
 - i Dental Hygiene Kits – gross margin currently 15% for first year, and 20% for second year.
 - ii Continuing Education Delivered Materials – 20% off normal retail price.
 - iii Apprenticeship Program Materials – 10% off normal retail price.

- iv Harper Business Solutions – 10% off normal retail price.
 - v Caps and Gown, Student Keeper – currently at break-even pricing.
 - vi Caps and Gown, Faculty/Staff Rental – currently at break-even pricing.
 - vii EDU/ECE Background Check Materials – currently with a \$10.00 markup.
- d) The Contractor shall make every possible effort to minimize the cost of course materials.
 - e) The Contractor shall provide a refund policy that allows students to return merchandise purchased.
 - f) The Contractor shall post policies concerning refunds, buy-backs, exchanges, discounts, shipping, special orders, defective merchandise and customer service contacts.
 - g) Contractor agrees to prominently post the prices at all times for all merchandise items sold.
 - h) Any changes in pricing and refund policies must be approved in writing by the College.

4.6 COLLEGE SUPERVISION AND LIAISON

- a) Liaison between the College and Contractor shall be the responsibility of the Manager of Auxiliary Services or designee.
- b) The College reserves the right to exercise its judgment in respect to any links or advertisements that may appear in print or on the Contractor's website which, in the College's view, might be considered objectionable
- c) Contractor shall withdraw from display or sale any item which the College should reasonably request not be displayed or sold.
- d) The College shall reserve the right of final approval over all new merchandise items, merchandise categories, and services which the Contractor desires to offer.
- e) The College shall reserve the right of final authority as to who will sell what merchandise or services, if a competitive situation develops between the course materials Contractor, and a College department or another College Contractor.
- f) A course materials advisory council may be formed by the College's designated representative for the express purpose of advisement to that office with current appraisal of Contractor operations. Contractor representatives and other management personnel will be invited to each meeting. There will be at least two (2) meetings each year, scheduled to coincide with the mid- point of the Fall and Spring instructional terms.

4.7 MANAGEMENT

- a) Contractor shall provide an operational plan that includes how services will be maintained, including a staffing plan and organizational chart of all appropriate positions.
- b) The College shall have the right to review the credentials and qualifications of all management personnel hired by the Contractor and provide input into the selection of these positions directly

related to servicing the College. The Contractor shall use their best efforts to fill these positions within thirty (30) days of initial vacancy. The College reserves the right to have the Contractor change management staff at its sole discretion.

- c) Management will meet regularly with designated College officials and will work cooperatively with the College in the development and improvement of programs, operations, services, and policies. These meetings shall be used to maintain good public relations, solve problems and to initiate any changes in operations for improvement of operations.

4.8 SECURITY AND ILLEGAL ACTS

- a) If a physical store is maintained, the key control system for the retail store shall be separate from the general College key control system and coordinated by the Harper College Police Department. The Contractor shall exercise control over the distribution of keys to the retail store space, except that keys shall be provided to designated officials of the College for use in monitoring or inspecting alarms, providing for building and property security, and emergency responses only. It shall be understood that any such entry on the retail premises without prior knowledge of the Contractor's representative shall be in emergency situations and the College will use their best efforts to report such occurrences to the Contractor.
- b) The Contractor shall collaborate with the Manager of Auxiliary Services concerning questions of discipline, enforcing regulations, and internal security and theft control in a retail space. The Contractor shall refer observed or suspected acts of property damage, theft of merchandise or money, or fraudulent acts with respect to the retail operation, to the College's Police Department.
- c) Contractor shall not have College students arrested by public authorities or prosecuted without prior consultation with the College's Police Department.
- d) The Contractor shall provide the College with a list of emergency contact personnel, including addresses and telephone numbers. At least two members of the managerial staff, one of which must be the store Manager, must be available by telephone or beeper in case of an emergency. The Harper College Police Department shall call the Contractor to gain access to the store, except when an emergency situation clearly precludes this.

4.9 REPORTS, ACCOUNTING RECORDS, ACCESS, AND AUDITING

- a) Contractor shall provide College Liaison with a complete and detailed operating statement for the retail store on both a monthly and an annual basis. This operating statement shall be in a format which is mutually agreeable to the College and Contractor. If the College should so request, representatives of the Contractor shall review all such operating statements and related records with College representatives.

4.10 FINANCIAL

- a) In consideration of the service provided by the College, and other rights and privileges conferred upon the Contractor by this Agreement, Contractor agrees to pay a commission to Harper College, based on a percentage of annual commissionable sales (*or alternate proposal*) with a minimum Guaranteed Total Amount, in accordance with the following:
 - i Contractor will pay Harper College a Guaranteed Total Amount of at least
\$ AMOUNT
 - ii for the term of the agreement, payable monthly in arrears in the amount of:
 - \$ AMOUNT 1st year of agreement
 - \$ AMOUNT 2nd year of agreement
 - \$ AMOUNT 3rd year of agreement
 - \$ AMOUNT 4th year of agreement
 - \$ AMOUNT 5th year of agreement
 - iii or according to the following schedule, whichever is greater:
AMOUNT % of annual commissionable sales up to \$ TBD
- b) As used herein, "gross sales" shall be defined as total combined revenues. Each charge or sale upon credit shall be treated as a sale for the full price in the month such charge or sale shall be made, irrespective of the time when the Contractor shall receive payment.
- c) As used herein, "net sales" shall be defined as the total combined gross sales less refunds and exchanges, provided that the merchandise returned by customers have previously been included in gross sales, and the sales price of merchandise delivered to the customer in exchange shall be included in gross sales. Sales tax collected shall not be included in gross or net sales, and any excess collection of sales tax which is not paid to the State of Illinois is to be included as Other Revenue.
- d) Contractor shall itemize all revenue which will be considered as "non-commissionable" during the term of this agreement and will be deducted from net sales to determine commissionable sales and for the purpose of calculating the Commission to be paid to the College.
- e) Within thirty (30) calendar days following the last day of each monthly accounting period, Contractor shall submit to the Manager of Auxiliary Services or Liaison, its detailed commission statement. The Commission check shall be made payable to Harper College.
- f) Within sixty (60) days after the end of each Agreement year, the Contractor shall furnish the College with a statement to be certified as correct by the Contractor or an employee of the Contractor authorized to so certify, which shall set forth the Contractor's gross sales and shall pay to the College simultaneous with the submission of said statement any remaining amount of percentage commission or Guaranteed Total Amount which is payable to the College as computed on the cumulative Contractor's commissionable sales.

- g) The Contractor shall provide the College with a plan for handling or transitioning the existing bookstore merchandise inventory.

4.11 EXCLUSIVE RIGHTS

- a) The Contractor shall be granted exclusive rights, with the exception of Open Educational Resources (OER), to be the official course materials provider for Harper College. The College agrees to acknowledge the Contractor as the official provider of course materials and other related materials. In the event the Contractor is unable to obtain any specific titles required by the College, the College may use alternative sources for those titles. The College shall provide space in the College's class schedule listing for information pertaining to the hours of operation and textbook sales locations, as well as the on-line store's URL address.
- b) The College agrees to prohibit the sale and buy-back of textbooks, trade, paperback, technical, and reference books, and other course related materials regularly sold by the Contractor, by any private individual or business organization other than the Contractor anywhere on property controlled by the College, including the use of hyperlinks to alternate text material sources from official College web pages, except in those situations that are individually reviewed and approved by both parties, the College and the Contractor.
- c) Contractor's exclusive rights described above does not include merchandise and services currently sold or offered elsewhere within the College by departments, student organizations, or through other existing contract arrangements. The College reserves the right to conduct book sales such as College group fundraisers, non-profit organization fund raisers, or student run book exchanges permitted under the auspices of the Manager of Auxiliary Services. Such activities that involve any third party organization other than the Contractor, shall be individually reviewed and approved by both parties, and such approval shall not unreasonably be withheld.
- d) The College reserves the right to host or have a third party host a website offering online sales of athletic spirit wear to athletic team members.
- e) Contractor shall be aware that the College has an exclusive beverage agreement with Pepsi which provides exclusive marketing rights of certain cold beverage products. All sales, marketing, promotion or distribution of cold beverage products at the College shall be Pepsi products through June 30, 2022. The College reserves the right to extend its current marketing agreement with the incumbent, or enter into a new agreement with another distributor, at the expiration of the current beverage agreement. In either case, the Contractor shall cause such brands to be exclusively available for the brands included in this Agreement and any subsequent marketing agreement.

5.0 PROPOSAL FORMAT

In order to be considered responsive to the RFP, Contractor's proposal will be structured in accordance with the following outline and will include **ten (10)** copies of all materials in its proposal. If any Contractor feels that a specific section of the format is not applicable to the service option being proposed, indicate such information by

submitting "not applicable" as a response.

- a) Executive Summary which includes the scope of services options proposed and the most important elements included in the Contractor's proposal.
- b) Each Contractor shall provide as complete data as possible about themselves to enable the College to determine which Contractor is best able to meet all of the criteria which are to be considered in the award of this Agreement. In this regard, each Contractor shall furnish as a part of this RFP a complete description of their capabilities in the field of college and university course materials operations. Included shall be the following:
 - i Name and address of company and a list of affiliated or related companies.
 - ii List of the names of all owners of the company or officers of the corporation and statement of disclosure and relationship.
 - iii A list of 10 locations with web site addresses where the Contractor is currently contracted to provide sales of course materials to a college campus. For at least 3 locations of a similar type as the College, indicate:
 - the length of time the Contractor has held the Agreement,
 - full-time equivalent enrollment of the college or university for the most recent year referenced,
 - sales revenues during the most recent two years of the operations under the management of the Contractor,
 - name, address, and telephone number of a college or university official with the authority over the operation who can be contacted.
 - Contractor shall also specify the names and terms of those college or university campuses which Contractor previously held Agreement to operate, but no longer operates (since January 1, 2014).
 - iv The duration and extent of Contractor's experience and qualifications for selling course materials. Explain in detail.
 - v A copy of a Dun & Bradstreet Supplier Evaluation Report, or other financial support documentation.
- c) Statement of Contractor's philosophy toward providing services to college and university campuses, including the Contractor's service strategy and commitment to being the best available source for all students who wish to purchase course materials, including any price or availability guarantees.
- d) Pro forma financial statement for the Contractor's first year of operation...
- e) Description of corporate support services and programs that will be offered by the Contractor.
- f) Contractor's explanation of what specific actions it shall undertake with respect to implementing and maintaining positive and effective public relations and communications with the College's students, faculty, staff, and alumni.

- g) Describe the Contractor's pricing, refund, buy back and discount policies. Identify any associated guarantee programs for pricing, buyback, etc.
- h) Contractor's plan for competitive pricing strategy. The Contractor should clearly define its policy on what competitive pricing is and what it will do if a customer can purchase a textbook for a lower price and the pricing margin to be utilized for each category.
- i) Contractor's plan for marketing, promotions and methods for increasing non-peak sales. Explain in detail the suggested promotions for the first academic year of the Agreement.
- j) Description of the operational structure of the Contractor's online text adoption system. Explain the logistics of placing an adoption for the first time, access to historical records, adoption confirmations, and other pertinent features.
- k) Description of the Contractor's internal order processing procedures for text adoptions. Specifically address how the Contractor will deal with the process for ordering and delivering late textbook adoptions.
- l) Description of the operational structure of the Contractor's online book ordering system. Explain the logistics of ordering a textbook from the students' perspective, the location where the orders are received and processed from, capability of providing ISBN numbers, and provide details on the extent of security and encryption methods used for the transmission of confidential information from the website.
- m) Description of Contractor's system for providing an online link from the College's existing online registration system or online class schedule to the Contractor's online book ordering system.
- n) Description of Contractor's system for providing an automated transfer of account information between the College's existing financial aid system and the Contractor's POS system.
- o) Description of Contractor's ability to assist with the College's compliance of the Higher Education Opportunity Act.
- p) Statement of how Contractor intends to utilize new and emerging technology to provide enhanced services to the College community.
- q) Description of any connectivity or access to College systems required to perform the services outlined in the proposal.
- r) Statement of Contractor's quality control methods in relation to:
 - i provision of service to customers (including customer satisfaction surveys);
 - ii actions to maintain and improve public relations and ensure customer satisfaction;
 - iii timely and accurate ordering and delivery of all course materials;
 - iv handling shortages of textbooks; and
 - v method, frequencies and communication of quality control reviews.
- s) Contractor's financial arrangements for being awarded the contract:
- t) Contractor's plan for managing and staffing a retail store, if applicable.

- i Plan shall delineate use of full-time, part-time, student employees, and agency employees along with associated schedules and labor hours.
 - ii The staffing description should include the Contractor's policy on customer service and outline the plan for staff training.
 - iii Description of proposed College store management operation, full scope and types of services, service guarantees, promotions, merchandising plans, employee relations, and training.
 - iv Description of Contractor's personnel policies pertaining to benefits, salaries, etc. of managerial and non-managerial personnel as well as the educational or training programs for managers, supervisors, and employees. Explain in detail the Contractor's staff training programs which impact customer service.
 - v A complete organizational chart and the proposed store staffing model, clearly delineating between management, non-management, student, and temporary staff. Resumes of proposed managers, and of Contractor's key support personnel must be included.
 - vi Description of the Contractor's role and level of participation in a course materials advisory council.
- u) Contractor's transition plan for existing bookstore and inventory.
 - v) Summary of any specifications, requirements, terms, conditions, and provisions in the College's RFP to which the Contractor will not conform.
 - w) Contractor's compliance documents including:
 - i Completed Candidate's Qualification Statement with signature of authorized officer of the Contractor, with names and titles of each person signing typed or printed below the signature.
 - ii The Contractor's Certificate of Authority and Good Standing.
 - iii Summary of any proprietary data and acknowledgement statement.
 - x) RFP Summary Response Form
 - y) Other such information as the Contractor deems pertinent for consideration by the College.

CONTRACTOR'S QUALIFICATION STATEMENT

APPENDIX I

This statement is to be filed with the proposal; attach separate sheet as necessary.
The Undersigned certified under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

To: Harper College
1200 W. Algonquin Road
Palatine, IL. 60067
Attention: Purchasing Department

Submitted by: Name: _____

Address: _____

Corporation _____ Partnership _____ Individual _____ Joint Venture _____

How many years has your organization been in business as a course materials contractor? _____

How many years has your organization been in business under its present business name? _____

If a corporation, answer the following:

Date of Incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

Secretary's Name: _____

Treasurer's Name: _____

If individual or partnership, answer the following:

Date of organization: _____

Name and address of all partners:

(If additional space needed. Report on a separate sheet.)

If other than a corporation or partnership, describe organization and name principals:

(If additional space needed. Report on a separate sheet.)

List the experience of the principal individuals which will be responsible for this account. (Include proposed regional and site manager):

(If additional space needed. Report on a separate sheet.) Trade References:

(If additional space needed. Report on a separate sheet.) Bank Reference:

(If additional space needed. Report on a separate sheet.)

Dated at this _____ day of _____, 20_____. Name of Organization:

By: Title:

_____, being duly sworn deposes and says that he (she) is the

_____ of the Contracting firm and that answers to the foregoing questions and all statements

therein contained are true and correct. Subscribed and sworn before this _____ day of _____, Notary Public:

My Commission Expires:

RETURN THIS PAGE ALONG WITH YOUR PROPOSAL

TO: Harper College
1200 W. Algonquin Road
Palatine, IL 60067
Attn: Purchasing Department

FROM: Organization: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Facsimile Number: _____
Email: _____

AUTHORIZED NEGOTIATORS:

Name: _____ Phone #: _____
Name: _____ Phone #: _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

In submitting these Proposals, it is understood that Harper College reserves the right to reject any or all Proposals, to accept an alternate Proposals, and to waive any informalities in any Proposals. In addition to this document, Respondents shall furnish, with the Proposals, all submittals as required herein.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed.
_____ Partnership: State full names, titles and addresses of all responsible principals and/or partners on attached sheet.
_____ Corporation: State of Incorporation: _____

Please provide your Federal Employer Identification Number (F.E.I.N.): _____

Seal (affix seal below if applicable)

(List Name of Officers)

President _____
Vice-President _____
Secretary _____
Treasurer _____

Attest: _____ (Signature of Secretary)

UTILIZATION PLAN
STATE OF ILLINOIS
BUSINESS ENTERPRISE PROGRAM
MINORITIES, FEMALES, PERSONS WITH DISABILITY
PARTICIPATION AND UTILIZATION PLAN

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (BEP) establishes a goal for community colleges contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE/ also referred to as WBE), or persons with disabilities (DBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

Contract Goal to be Achieved by Vendor: This solicitation includes a specific BEP participation goal of 20% of the total dollar amount awarded to MBEs and FBEs, with at least 50% of the total dollar amount awarded to FBEs.

The BEP participation goal is applicable to all bids or offers. In addition to the award criteria established for this solicitation, the College will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendors. If Vendor is an MBE and FBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendors is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to

interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the

bidder or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the College.**

3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
 - 5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 5.3.2 The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- 5.3.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4 BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.5 A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
- 5.5.1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
- 5.5.2 A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- 5.6 A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
6. **Good Faith Effort Procedures:** Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are

due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
 - 7.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval.
 - 7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.
 - 7.3. If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.
 - 7.4. Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-BEP certified vendor or Vendor may perform the work.
 - 7.5. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
 - 7.6. A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution or other change.
 - 7.7. Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full

access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.

- 7.8.** The College will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.9.** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

The Utilization Plan and Letter of Intent must be sealed and submitted with bid.

(Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for _____, Illinois

Reference Number Q_____. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal as indicated on the attached Utilization Plan, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: _____ Title: _____

Telephone: _____ Email: _____

Signature of authorized representative of bidder:

Name: _____ Title: _____

Signature: _____

Telephone: _____ Email: _____

Notary: _____

BEP Utilization Plan

The following firms will be utilized to meet the goals of the BEP Program

<u>Name of Firm</u>	<u>Contract Value</u>	<u>Type of Firm</u> <u>MBE/WBE</u>	<u>Description of Work</u>	<u>% of Total Bid</u>
Total				

Enter the dollar value of the total bid amount including the sum of the all alternates and allowances:

Bid Package # _____ Total Bid Amount \$ _____

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the vendor must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the vendor's efforts as described below.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

CERTIFICATION OF COMPLIANCE

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bidder.

Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain bidders, which are contained on the following pages of the bid documents.
3. That the undersigned knows of his own knowledge that the bidder is not disqualified from bidding under the aforesaid sections.

Authorized Signature

Type or Print Name

Title

SEAL

Instructions: This is to be completely filled out and executed by the Chief Executive Officer or the bidder authorized to submit the certification.

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or bid rotating, or attempting to rig or rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Antitrust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

**HARPER COLLEGE, ILLINOIS
TAX COMPLIANCE AFFIDAVIT**

_____, being first duly sworn,

deposes and says: that he is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Consultant)

The individual or entity making the foregoing Proposals or bid certifies that he is not barred from contracting with Harper College because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting such taxes, in accordance with the procedures established by the appropriate revenue act, The individual or entity making the Proposals or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, may have other serious legal consequences.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 20__

SEAL

Failure to complete and return this form may be considered sufficient reason for rejection of the bid

APPENDIX VI

**HARPER COLLEGE, ILLINOIS
ANTI-COLLUSION AFFIDAVIT AND CONSULTANT'S CERTIFICATION**

_____, being first duly sworn,

deposes and says: that he is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Consultant)

The party making the foregoing Proposals or bid, certifies that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 20__

SEAL

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

CONFLICT OF INTEREST FORM

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the proposer, its owners and employees, and any official or employee of William Rainey Harper College.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Proposer has not disclosed any actual or potential conflict of interest, William Rainey Harper College may disqualify the proposal.

(Name of Proposer if the Proposer is an Individual)
(Name of Partner if the Proposer is a Partnership)
(Name of Officer if the Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this ____ day of _____, 20__

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

SALES DATA

APPENDIX III

Approximate Annual Sales	2017	2016	2015
New Textbooks	\$2,295,000	\$2,505,000	\$2,725,000
Used Textbooks	260,000	255,000	445,000
Digital Books	30,000	25,000	25,000
Textbook Rentals	395,000	440,000	415,000
Trade Books	40,000	45,000	50,000
Technology and Software	55,000	45,000	40,000
School/Office	230,000	265,000	275,000
Gifts	5,000	10,000	10,000
Apparel	45,000	45,000	55,000
Convenience/Graduation	55,000	70,000	60,000
Total	\$3,410,000	\$3,705,000	\$4,100,000

STUDENT ENROLLMENT DATA

APPENDIX IX

FTE STUDENTS	2015-2016	2014-2015	2013-2014
Summer	not available	2,651	2,776
Fall	8,742	9,083	9,419
Spring	8,598	8,711	8,888
Total	not available	20,445	21,083
Annualized FTE	9,951	10,223	10,541

End of term enrollment.

Fall/spring – total credit hours divided by 15

Summer – total credit hours divided by 6

Annualized FTE – total credit hours divided by 30

HEADCOUNT	2015-2016	2014-2015	2013-2014
Summer	8,730	8,930	9,339
Fall	15,270	15,797	16,142
Spring	16,662	16,341	16,357
Total	40,662	41,068	41,838
Annualized Unduplicated	25,409	25,060	25,512

End of term enrollment.

Source: Harper College 2016-2017 Fact Book.

HOURS OF OPERATION

APPENDIX X

Regular Hours – Commencing the third full week of each academic term ending on the last day of final examinations:

Monday – Thursday	7:45 a.m. - 7:00 p.m.
Friday	7:45 a.m.- 4:30 p.m.
Saturday	9:00 a.m.- 12:00 noon
Sunday	CLOSED

Reduced Hours – When classes are not in Session

Monday – Friday	7:45 a.m. - 4:30 p.m.
Saturday	CLOSED
Sunday	CLOSED

Rush Hours – Commencing one week prior to the first week of classes for each academic term and for the following days:

<u>For Fall and Spring Semester Classes:</u>			<u>For Summer Semester Classes:</u>		
	<u>Open</u>	<u>Close</u>		<u>Open</u>	<u>Close</u>
Saturday	9:00 a.m.	1:00 p.m.	Saturday	9:00 a.m.	12:00 noon
Sunday	Closed		Sunday	Closed	
Monday	7:45 a.m.	8:00 p.m.	Monday	7:45 a.m.	7:00 p.m.
Tuesday	7:45 a.m.	8:00 p.m.	Tuesday	7:45 a.m.	7:00 p.m.
Wednesday	7:45 a.m.	8:00 p.m.	Wednesday	7:45 a.m.	7:00 p.m.
Thursday	7:45 a.m.	8:00 p.m.	Thursday	7:45 a.m.	7:00 p.m.
Friday	7:45 a.m.	4:30 p.m.	Friday	7:45 a.m.	3:00 p.m.
Saturday	9:00 a.m.	1:00 p.m.	Saturday	9:00 a.m.	1:00 p.m.
Sunday	Closed		Sunday	Closed	
Monday	7:45 a.m.	9:00 p.m.	Monday	7:45 a.m.	8:30 p.m.
Tuesday	7:45 a.m.	9:00 p.m.	Tuesday	7:45 a.m.	8:30 p.m.
Wednesday	7:45 a.m.	9:00 p.m.	Wednesday	7:45 a.m.	8:30 p.m.
Thursday	7:45 a.m.	9:00 p.m.	Thursday	7:45 a.m.	8:30 p.m.
Friday	7:45 a.m.	4:30 p.m.	Friday	7:45 a.m.	3:00 p.m.
Saturday	9:00 a.m.	1:00 p.m.	Saturday	Closed	
Sunday	Closed		Sunday	Closed	
Monday	7:45 a.m.	8:00 p.m.	Monday	7:45 a.m.	7:00 p.m.
Tuesday	7:45 a.m.	8:00 p.m.	Tuesday	7:45 a.m.	7:00 p.m.
Wednesday	7:45 a.m.	8:00 p.m.	Wednesday	7:45 a.m.	7:00 p.m.
Thursday	7:45 a.m.	8:00 p.m.	Thursday	7:45 a.m.	7:00 p.m.
Friday	7:45 a.m.	4:30 p.m.	Friday	7:45 a.m.	3:00 p.m.
Saturday	9:00 a.m.	1:00 p.m.	Saturday	Closed	
Sunday	Closed		Sunday	Closed	

HOURS OF OPERATION

APPENDIX IV

Buyback Hours

Monday	7:45 a.m.	8:00 p.m.
Tuesday	7:45 a.m.	8:00 p.m.
Wednesday	7:45 a.m.	8:00 p.m.
Thursday	7:45 a.m.	8:00 p.m.
Friday	7:45 a.m.	4:30 p.m.
Saturday	9:00 a.m.	1:00 p.m.
Sunday	Closed	

REQUIRED SUPPLY KITS

APPENDIX VI

(Kits are from fall 2017, and provided as an example. Actual kits can vary every semester, and the specs or manufacturers for items may not be altered without faculty approval)

Interior Design Kit

- 1 - White Vinyl Eraser
- 1 - Dusting Brush 15.5in
- 1 - Tri Scale Arch 12in Plastic
- 1 - Stainless Steel Erasing Shield
- 1 - Template Plumbing - Plan View
- 1 - Tracing Paper 24"x5yds
- 1 - Template, Circles
- 1 - Template, All Purpose Pocket
- 1 - Drawing Lead 2mm 2/TU - 2H
- 1 - Drawing Lead 2mm 2/TU - 4H
- 1 - Drawing Lead 2mm 2/TU - H
- 1 - Drawing Lead 2mm 3/Tube - HB
- 1 - Lettering Guide
- 1 - Tape Masking 1/2x60yds
- 1 - Rotary Lead Pointer
- 1 - Promatic Metal Lead Holder
- 1 - Triangle Scholastic 30/60 10"
- 1 - Triangle Scholastic 45/90 8"
- 1 - Black Nylon Case - 12x15"
- 1 - Ice Tube 25" Blue

Fashion Design Sewing Kit (FAS 100/113)

- 1 - 7 " Paper Shears
- 1 - C-Thru Ruler
- 1 - Twin Marking PenBobbin Case and 3 metal Bobbins
- 1 - Mundial Bent Trimmer Shears for Fabric 8"
- 1 - Tape Measure 60"
- Glasshead Pins
- 1 - Dritz Serrated Tracing Wheel
- Chacopy Tracing Paper
- 1 - Sewing Gauge
- 1 - Clover Brand Seam Ripper
- 3 - All Purpose Zippers: 9" White
- 3 - Invisible Zippers: (2) 9" White, (1) 22" Black
- 1 - Magnetic Pin Cushion
- Hook & Eyes Size 2
- Dritz Brand Sew On Hook and Eye Closures (For FAS 113 Trousers)
- Sharp Hand Needles size 3/9

REQUIRED SUPPLY KITS**Fashion Design Kit (FAS 100)**

- 1 – Curve Rule Aluminum
- 1 – Designer L-Square 14X24" Length
- 1 – French Curve – 5 ¼"
- 1 – PVC Mesh Bag
- 1 – Notcher
- 1 – Needlepoint tracing wheel

Art Design Kit

- 1 – Mesh Bag 10x14"
- 1 – Gray Paper Palette Pads, 9x12" 40 shts/pad
- 1 – Real Value Brush Sets, 4 Brush Golden Taklon Brush Set
- 1 – Basics Acrylic Colors, 4 oz. Tubes, Titanium White
- 1 – Basics Acrylic Colors, 4 oz. Tubes, Primary Blue
- 1 – Basics Acrylic Colors, 4 oz. Tubes, Primary Red
- 1 – Basics Acrylic Colors, 4 oz. Tubes, Primary Yellow
- 1 – Basics Acrylic Colors, 4 oz. Tubes, Mars Black
- 1 – Basics Acrylic Colors, 4 oz. Tubes, Cadmium Red Medium
- 1 – Empty Plastic Jars, 2 oz.
- 1 – Pocket Color Wheel, English
- 1 – Nylon Palette Knives, 3" Trowel

Dental Hygiene – 1st Year Kit

- 2 – N5/5S Sickle Scaler DE Hexagonal Handle
- 3 – Color Coded Probe 3-6-9 Duralite Diagnostic Handle
- 4 – 11/12 ODU DE Duralite Explorer Handle
- 5 – #5 DE Explorer Duralite Handle
- 2 – Ltx Free Mouth Prop Bite Block Small (Yellow)
- 2 – Ltx Free Mouth Prop Bite Block Medium (Turquoise)
- 1 – Sani-tip Trip Syringe Tip (250/bag)
- 1 – FSI Slimline Cavitron Insert
- 1 – Kilgore Model Clear Gingivae – 28 Teeth
- 1 – Kilgore Periodontal Model w/Transparent Gingivae
- 1 – Oral Cavity Cover for Perio Typodont
- 1 – Tongue Screw
- 1 – Darwin Plate-Mandibular
- 1 – Darwin Plate-Maxillary
- 1 – Kilgore Bench Mounts
- 1 – Dental Hygiene Clipboard
- 1 – 4-1/2" Curved Iris Scissors
- 1 – Super Bite 1020 Assorted Kit
- 1 – Automatic Blood Pressure Arm Cuff

REQUIRED SUPPLY KITS

- 1 – Overgloves (100/box)
- 1 – Safety Wipes (100/box)
- 1 – Steam Sterilization Cassette Pouch 3x8 Green
- 3 – Steam Sterilization Cassette Pouch 4.5x10 Green
- 4 – Metal Bib Holders
- 1 – Instrument Mat Neon Green
- 1 – Instrument Mat Neon Purple
- 1 – Steri Cage (Seafoam)
- 1 – Steri Cage (Lilac)
- 1 – Steri Cage (Baby Blue)
- 1 – Aidaco Bite Sticks (box of 80)
- 3 – Pliers, Utility Pick-up
- 6 – Mirror Handle #7 Clr
- 1 – #4 FS CS, Single Sided Mirror (box of 6)
- 2 – #4 DS FS CS, Double Sided Mirror
- 2 – CC SE UNC Probe 1-12, #7 Clr
- 3 – Infinity 5 Instrument Exam Case, Multi Colored Rings
- 1 – Sickle SBEVI 1/H5 Anter DE EverEdge2 #9 hdl clr
- 1 – SN137 Sickle/curette #7 Handle Clr
- 2 – 204S Sickle Scaler EverEdge2 #9 Handle
- 2 – 204SD DE Scaler EverEdge2 #9 Handle
- 1 – YG7/8 Younger-good EverEdge2 Resin 8 Clr
- 1 – 13/14 Columbia Curette EverEdge2 #9 Handle
- 1 – 5/6 Barnhart Curette EverEdge2 #9 Handle
- 1 – 5/6 EE Gracey EverEdge2 Resin 8 clr
- 1 – 11/12 EE Gracey EverEdge2 Resin 8 clr
- 1 – 13/14 EE Gracey EverEdge2 Resin 8 clr
- 1 – 15/16R Gracey Rigid EverEdge2 Resin 8 clr
- 1 – 17/18R Gracey Rigid EverEdge2 Resin 8 clr
- 1 – 5/6 Gracey EverEdge #7 Handle clr
- 1 – 11/12 Gracey EverEdge #7 Handle clr
- 1 – 13/14 Gracey EverEdge #7 Handle clr
- 1 – Dual Grit Ceramic Stone
- 1 – Plastic Test Stick (pkg of 6)

Dental Hygiene – 2nd Year Kit

- 2 – Ultrasonic Universal Tip 30K-FSI 1000 Triple Bend
- 1 – Oraqix Dispenser
- 1 – N5/5S Sickle Scaler DE Hexagonal Handle
- 1 – Mini After 5 Gracey 1/2 W#6 (Dental USA)
- 1 – Mini After 5 Gracey 11/12 W#6 (Dental USA)

REQUIRED SUPPLY KITS

- 1 – Mini After 5 Gracey 13/14 W#6 (Dental USA)
- 1 – Mini After 5 Gracey 1/2 W#6 (Nordent)
- 1 – Mini After 5 Gracey 11/12 W#6 (Nordent)
- 1 – Mini After 5 Gracey 13/14 W#6 (Nordent)
- 2 – CC SE UNC Probe, 1-12, #7 HDI
- 2 – #11/12 ODU, After 5 Explorer, #7 Cl
- 2 – #204 IUFW DE Curette Resin Red
- 1 – 204SDE Sickle Scaler, EE2 Resin Red
- 1 – #2 Nevi Scaler Posterior DE EE2 Resin Red
- 2 – #3 Nevi Scaler Posterior DE EE2 Resin Red
- 2 – #4 Nevi Scaler Posterior EE2 Resin Red
- 1 – SYG7/89C Younger-good EverEdge
- 1 – #4R4L Columbia Curette EE2 Resin Lavender
- 2 – #1/2 Barnhart Rigid Curette Resin Lavender
- 1 – 5/6 Barnhart Curette
- 2 – 1/2 Rigid Langer Curette #7 Hdl Clr
- 2 – 3/4 Rigid Langer Curette #7 Hdl Clr
- 1 – #11/17 Langer Rigid DE Curette, #7 Color
- 1 – #11/12R Curette Rigid, EE2 Resin Orange
- 1 – #13/14R Curette Rigid, EE2 Resin Blue
- 1 – Sub-0 Vision Curvette #6
- 1 – 1/2 Vision Curvette Satin Steel Hdl
- 1 – 11/12 Vision Curvette Satin Steel Hdl
- 1 – 13/14 Vision Curvette Satin Steel Hdl
- 2 – 128 Nebraska Sickle
- 2 – 11/12 Pattison Gracey Lite Everedge
- 2 – 13/14 Pattison Gracey Lite Everedge
- 1 – DSC Fine
- 1 – DSC Medium
- 1 – Wingrove implant instrument TiN128B-L5 MiniR693
- 1 – Wingrove implant instrument Ti-B5-6R661
- 1 – Super-bite Assorted Kit KERR Total Care

Harper College Academic Calendar**2017-18****First Semester, Fall 2017 (August 21 to December 15, 2017)**

- Full-time Faculty Report: August 15
- Semester Begins: August 21
- Labor Day (College Closed): September 4
- Thanksgiving Holiday (College Closed): November 22–26
- Final Exams: December 11–15

Second Semester, Spring 2018 (January 16 to May 18, 2018)

- Full-time Faculty Report: January 10
- Martin Luther King Day (College Closed): January 15
- Semester Begins: January 16
- Lincoln's Birthday Observed (College Closed): February 12
- Spring Break (Classes not in session): March 26 – April 1
- Reading Day (College Closed): March 30
- Final Exams: May 14–18
- Graduation: May 19

Summer Session, 2018 (May 21 to August 10, 2018)

- Semester Begins: May 21
- Memorial Day (College Closed): May 28
- Independence Day (College Closed): July 4

2018-19**First Semester, Fall 2018 (August 20 to December 14, 2018)**

- Full-time Faculty Report: August 14
- Semester Begins: August 20
- Labor Day (College Closed): September 3
- Thanksgiving Holiday (College Closed): November 21–25
- Final Exams: December 10–14

Second Semester, Spring 2019 (January 14 to May 17, 2019)

- Full-time Faculty Report: January 9
- Semester Begins: January 14
- Martin Luther King Day (College Closed): January 21
- Lincoln's Birthday Observed (College Closed): February 12
- Spring Break (Classes not in session): March 25 – March 31
- Reading Day (College Closed): April 19
- Final Exams: May 13–17
- Graduation: May 18

Summer Session, 2019 (May 20 to August 9, 2019)

- Semester Begins: May 20
- Memorial Day (College Closed): May 27
- Independence Day (College Closed): July 4

1. COMMISSION STRUCTURE (ex. % of net commissionable sales):

2. MINIMUM ANNUAL COMMISSION:

a. Total: \$ _____

b. Payable monthly in arrears:

i. Year one: \$ _____

ii. Year two: \$ _____

iii. Year three: \$ _____

iv. Year four: \$ _____

v. Year five: \$ _____

- 3. List ALL non-commissionable sources of revenue. Any revenue not listed here will be considered as commissionable and to be included as "net commissionable sales" when computing commissions.

- 4. List other items, if any, to be included in the TOTAL RETURN of this agreement.

- a. \$ _____

- Description: _____

- b. \$ _____

- Description: _____

- c. \$ _____

- Description: _____

- 5. TOTAL RETURN (Total of commissions, investment in new store and other items included in item 5 above.)

- a. \$ _____

6. Buyback Pricing Policy

7. Pricing Policies

New Textbooks_____

Used Textbooks_____

Rental Textbooks_____

EBooks_____

Software/Website Access Codes required for class_____

Custom Course Packs, Produced DVD Sets, Digital Media on Flash Drives_____

Open Educational Resources_____

Supply Kits for class_____

Trade, Paperback, Technical, Reference Books_____

Non-Book Merchandise_____

Hardware/Software/Electronics_____

Shipping (on-line orders)_____

Dental Hygiene Kits, first year_____ second year_____

Continuing Education Delivered Materials _____

Apprenticeship Program Materials_____

