REQUEST FOR PROPOSAL

#### The University of Texas Health Science Center at Houston

Management Services related to Campus Bookstore Operations

#### RFP No.: 744-1413 Bookstore Operations

Pre-Bid / Site Visits: Thursday, February 13, 2014 @ 9:00AM CST

Bid Submittal Deadline: Tuesday, March 11, 2014 @ 2:00PM CST

HUB Submittal Deadline: Tuesday, March 11, 2014 @ 2:00PM CST

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Prepared By:

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February 5, 2014

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHSC-H) is one of the fifteen component Universities of The University of Texas System. UTHSC-H is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

* Medical School (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) – 6431 Fannin Street
* Cyclotron Building (CYC) – 6431 Fannin Street
* School of Dentistry (SOD) – 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
* School of Nursing (SON) – 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS)– 6655 Travis Street
* Biomedical & Behavioral Sciences Building (BBS) – 1941 East Road
* Institute of Molecular Medicine (IMM) – 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* Professional Building (UTPB) - 6410 Fannin Street

UTHSC-H combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHSC-H is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHSC-H is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 4,500 employees and approximately 4,500 students. As a component of the University of Texas System, UTHSC-H is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

**1.2 Background and Special Circumstances**

Auxiliary Enterprises is a division within The University of Texas Health Science Center at Houston comprised of all its business entities. These businesses specialize in services for the student, faculty, employee and often the Texas Medical Center community.

**1.3 Objective of this Request for Proposal**

The University of Texas Health Science Center at Houston (“**University**”) is soliciting proposals in response to this Request for Proposal for Selection of a Vendor to Provide Management Services related to Campus Bookstore Operations, RFP No.744-1413 (this “**RFP**”), from qualified vendors to provide management services (the “**Services**”) related to Campus Bookstore Operations. The Services, which are more specifically described in **Section 5.3** (Scope of Work) of this RFP.

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals submitted in response to this RFP until 2:00PM CST on Tuesday, March 11, 2014 (the “**Submittal Deadline**”).

**2.2 University Contact Person**

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, Texas 77054

Michael Ochoa, C.P.M., Purchasing Contracts Administrator

[Michael.Ochoa@uth.tmc.edu](mailto:Michael.Ochoa@uth.tmc.edu)

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. *University Contact must receive all questions or concerns no later than 10:00AM CST on Friday, February 28, 2014*. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

**2.3 Criteria for Selection**

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

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, (2) total overall cost to University, and (3) project management expertise. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services.

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

The criteria to be considered by University in evaluating proposals and selecting Contractor, will be those factors listed below:

* + 1. Threshold Criteria Not Scored
       1. Ability of University to comply with laws regarding Historically Underutilized Businesses; and

2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities.

* + 1. Scored Criteria

2.3.2.1 Contractor Performance Record - 50%

Demonstrated ability of Proposer to provide service requirement, but not limited to the following:

* the reputation of the Proposer and of the Proposer’s goods or services;
* the quality of the Proposer’s goods or services;
* the extent to which the goods and services meet the University’s needs; and
* the Proposer’s past relationship with the University

2.3.2.2 Economic Considerations - 35%

Annual guaranteed commissions and other payments

2.3.2.3 Transition and Marketing Plan - 15%

Proposer transition and marketing plans

**2.4 Key Events Schedule**

Issuance of RFP February 5, 2014

Pre-Proposal Conference / Site Visits Thursday, February 13, 2014 @ 9:00AM CST

(ref. **Section 2.6** of this RFP)

Deadline for Questions/Concerns Friday, February 28, 2014 @ 10:00AM CST

(ref. **Section 2.2** of this RFP)

Submittal Deadline Tuesday, March 11, 2014 @ 2:00PM CST

(ref. **Section 2.1** of this RFP)

HSP Submittal Deadline Tuesday, March 11, 2014 @ 2:00PM CST

(ref. **Section 2.1** of this RFP)

**2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this Section 2.5 will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by the Proposer is subject to review by University to ensure compliance with the HUB program.

2.5.2 University has reviewed this RFP in accordance with Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

*Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including* ***APPENDIX THREE****. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Government Code.*

*Questions regarding the HSP may be directed to:*

*Contact: Shaun McGowan*

*Manager, HUB & Small Business Program*

*Phone: (713) 500-4862*

*Email:* [*Shaun.A.McGowan@uth.tmc.edu*](mailto:Shaun.A.McGowan@uth.tmc.edu)

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a newly modified version of the HSP in accordance with the terms of **APPENDIX THREE** that sets forth all changes requested by Contractor, (2) Contractor provides University with such a modified version of the HSP, (3) University approves the modified HSP in writing, and (4) all agreements or contractual arrangements resulting from this RFP are amended in writing by University and Contractor to conform to the modified HSP.

2.5.4 Proposer must submit two (2) originals of the HSP to University at the same time it submits its proposal to University (ref. **Section 3.2** of this RFP.) The two (2) originals of the HSP must be submitted under separate cover and in a separate envelope (the “HSP Envelope”). Proposer must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

2.5.4.1 the RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP), both located in the lower left hand corner of the top surface of the envelope,

2.5.4.2 the name and the return address of the Proposer, and

2.5.4.3 the phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements will be rejected by University and returned to the Proposer unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, University will open a Proposer’s HSP Envelope prior to opening the proposal submitted by the Proposer, in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (“HSP”) that are required by this RFP. A Proposer’s failure to submit the number of completed and signed originals of the HSP that are required by this RFP will result in University’s rejection of the proposal submitted by that Proposer as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the Proposer unopened (ref. **Section 1.5** of **Appendix One** to this RFP). **Note**: The requirement that Proposer provide two originals of the HSP under this **Section 2.5.4** is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.

**Please note the HSP can be reviewed by the Manager of the HUB and Small Business Program up to 24 hours before the HSP is due.  THIS IS STRONGLY ENCOURAGED to ensure compliance with HSP guidelines.  Failure to meet guidelines outlined in the HSP will result in disqualification of your proposal.**

**It is recommended that ALL HSPs be reviewed by the HUB manager 7 DAYS prior to the HSP due date, thus allowing for correction and compliance.**

    2.5.5    For questions regarding the HUB Subcontracting Plan – contact:

Shaun McGowan Manager, HUB & Small Business Program 1851 Crosspoint, OCB 1.160

                        Houston, Texas 77054

                        Phone: (713) 500-4862

                        Fax (713) 500-4710

                        E-mail: [Shaun.A.McGowan@uth.tmc.edu](file:///G:\Purchasing\Standard%20Forms_Contracts_Bids\Bidding\IFO's\Shaun.A.McGowan@uth.tmc.edu)

2.5.6 HUB Subcontracting Plans will be evaluated on Tuesday, March 11, 2014. An email will be sent to all Respondents indicating those plans that passed and failed. At that time, the bids with a passing HUB Subcontracting Plan will be opened.

**2.6 Pre-Proposal Conference**

University will hold a pre-proposal conference at 9:00AM CST on Thursday, February 13, 2014, in the lobby of the Medical School Building (ref. **APPENDIX FOUR Campus Map**). The pre‑proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP. A site visit to the bookstore in the Medical School will immediately follow the pre-proposal conference. We will then tour the bookstores at both the School of Dentistry and School of Nursing.

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit a total of five (5) complete and identical copies of its *entire* proposal and a complete and identical copy of its *entire* proposal on CD-ROM. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

**3.2 Submission**

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, TX 77054

Attn: Michael Ochoa, C.P.M., Purchasing Contracts Administrator

**3.3 Proposal Validity Period**

Each proposal must state that it will remain valid for University’s acceptance for a minimum of One Hundred Twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

**3.4 Terms and Conditions**

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2** of this RFP), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

3.4.1.2. Agreement (ref. **APPENDIX TWO**);

3.4.1.3. Proposal Requirements (ref. **APPENDIX ONE**);

3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

**3.5 Submittal Checklist**

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

3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)

3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)

3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of **APPENDIX ONE**)

3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)

3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. **Section 2.5** of this RFP and **APPENDIX THREE**).

3.5.7 Signed and completed W-9 Form.

3.5.8 Copy of Proposer’s insurance certificate in accordance with limits stated in the attached Sample Agreement (ref. **APPENDIX TWO**).

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.4.1** of this RFP. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor**.”

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

* + 1. Proposer must have previous experience in managing Bookstores in Higher Education for a minimum of five (5) years.

**5.3 Scope of Work**

University Bookstores Information

The University has three (3) Bookstores. One is located in our Medical School Building (2,787 square feet), 6431 Fannin Street, second is located in our School of Dentistry Building (1,056 square feet), 7500 Cambridge Street, and a third is located in our School of Nursing Building (3,644 square feet), 6901 Bertner Avenue. Access to a loading dock is available at all locations.

The bookstore makes available for sale required textbooks and supply items for all courses offered by the University. In addition, the store sells emblematic merchandise licensed by the University, tradebooks, and other items typically sold in campus stores for the convenience of students, faculty, and staff. Software and related accessories are also sold in the store at substantial discounts, through agreements with major manufacturers. Academic regalia is sold and rented at the store for graduation ceremonies.

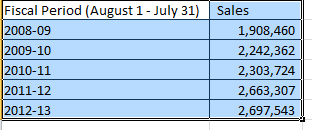
The bookstore shall propose available ‘rental textbooks’ that can be used and returned to bookstore for a minimal fee. The University is also interested in on-line books for purchase (‘e-books’) through the bookstore or an on-line portal. Please give us your suggestions.

Contractor will offer a dental kit that will be assembled by the store personnel. Manager will coordinate with the School of Dentistry faculty to facilitate the list of products that will be included in the dental kit.

Additionally, the University will consider proposals which include operations of a ‘coffee bar’ or similar outlet. If offered; your proposal must fully outline these operations and requirements.

There are currently three (3) full—time budgeted employees in the Medical School bookstore, one (1) full—time budgeted employee in the School of Dentistry bookstore, and one (1) full-time budgeted employee in the Nursing School bookstore.  One (1) of the full-time budgeted employees is a manager who travels between all locations. An additional two (2) part-time budgeted employees who are shared between all three (3) bookstores. Parking is not provided by the University and is at employees own expense.

Gross sales\* for the last complete fiscal periods for which figures are available are as follows (**Chart 1**):



Normal operating hours are Monday through Friday 8:30AM to 5:00PM. The hours are extended, as appropriate, for the beginning of each semester and for campus special events.

The University anticipates that the name of all bookstore operations shall remain The University of Texas Health Science Center at Houston Bookstore unless currently otherwise named.

The University intends to negotiate and execute at least a five (5) year contract with the successful Contractor. The contract will be subject to renewal for an additional term or portion thereof subject to mutual agreement by the University and the Contractor. A contract term of other than five (5) years may be available dependent upon Contractor commissions to the University, Contractor commitment to education, Contractor participation and support of University programs, and other considerations offered by Contractor. No contract will be automatically renewable at the end of the contract term.

Transition of Contractors

Contractor will work diligently to ensure a smooth and timely transition process from a preceding management contractor to a succeeding management contractor.

Performance Bond

The successful Contractor shall agree to procure, maintain, and furnish the University a certificate of Performance Bond per the requirements of Vernon’s Annotated Statutes, Article 6252-5c. Such Performance Bond shall be in the amount of the annual guarantee to the University.

Commission Payments

Contractor will pay University a commission (“**Commission**”) on gross revenue generated by all sales, all as more particularly provided in **Chart 1** above and incorporated for all purposes. The term “**gross revenue**” will mean gross revenue before exclusion of applicable sales taxes.

Contractor will pay University the Commission on or before the 10th day of the month that follows the month in which the Commission was earned. Contractor will make all Commission checks payable to “The University of Texas Health Science Center at Houston,” and will deliver the monthly payments to University’s to:

The University of Texas Health Science Center at Houston

Auxiliary Enterprises

7779 Knight Road

Houston, TX 77054

Attn: Charles A. Figari, Vice President & Chief Auxiliary Enterprises Officer

Monthly payments should be accompanied by a written report for the preceding month, showing the Commission due and the dollar amount of gross revenue (a) from all sales, and (b) from each Location. The report will also contain a summary showing all monthly and year-to-date gross revenue generated by Contractor as a result of Sales.

5.3.1 Employees

The University requires the right to interview and approve the selection of the bookstore manager.

The Contractor must be willing to reassign any employees from direct contact with customers when requested to do so by the University, provided that such request shall be made only on the grounds that continued employment in contact with customers would be detrimental to the University’s public relations. The University may also ask the Contractor to remove any bookstore employee from the site for cause, if due notice is given to the Contractor by the University.

The Contractor must recognize that satisfactory public relations with students, faculty, staff, and visitors to the University campus is an important part of the bookstore service.

5.3.2 Merchandise Policy

The University reserves the right to recommend merchandise to be sold in the University Bookstore and also reserves the right to request removal of merchandise for sale in the University Bookstore which the University considers offensive or inappropriate.

The University currently provides a five (5) percent discount on books to all University faculty, staff, and students. Syllabi are currently sold at a fifteen (15) percent margin.

The University currently has a five (5) day return policy.

5.3.3 Non-competition

The Contractor must agree not to operate a bookstore business selling textbooks in competition with the University for at least three (3) years following the termination or expiration of any contract and any renewals thereof with the University.

5.3.4 Financial Records and Taxes

The Contractor shall generate, using generally accepted accounting standards and principles, monthly financial statements for the University Bookstore contracted operation. A copy of such statements shall be furnished to the University by the tenth (10th) working day after the end of each month for which the Bookstore is contracted. The Contractor shall furnish the University by August 15th of each contract year a forecast showing Bookstore monthly sales and expenses for the next fiscal year, August 1st through July 31st.

The contractor shall keep records pertaining to contracted bookstore operation on file for a period of at least five (5) years from the date the records are made. Contractor shall give the University and its agents the right and privilege at reasonable times of inspecting, examining, and auditing Contractor papers, bills, vouchers, invoices, records, books of account, and sales slips for Bookstore contract operations. Contractor shall freely lend its assistance in making such inspections, examinations, and audits.

The successful Contractor will pay all federal, state, and local taxes which may be assessed against Contractor’s equipment or merchandise while in or upon the premises of University, as well as all federal, state, and local taxes assessed in connection with the operation of its business upon the premises of the University. The successful Contractor will also comply with all federal, state, and local laws and regulations and shall agree to comply with all applicable federal, state, and local laws and regulations pertaining to wages and hours of employment.

5.3.5 Advertising

The University Bookstore currently spends funds annually for advertising. A majority of this expense is through campus sources; Printing Center, Copy Centers, Photographic Services, and media. **ALL MARKETING / ADVERTISING MUST BE APPROVED by University’s Vice President and Chief Auxiliary Enterprises Officer prior to publishing or event.**

5.3.6 Security and University Police Department

The Contractor shall cooperate with the University Police Department concerning enforcement of University regulations, and internal security and theft control in the Bookstore. The Contractor shall not, except in physically dangerous or other emergency situations, summon public emergency services except through the University Police Department.

The Contractor shall not seek to have students or employees of the University who are suspected of theft arrested by public authorities or prosecuted without prior consultation with the University Police Department.

5.3.7 University Remodeling and Renovation

All Bookstore remodeling by Contractor, to include color selections, is subject to prior written approval of the University.

5.3.8 Maintenance

University-owned furniture and fixtures presently in use in the bookstores will be made available to the successful contractor. A joint inventory will be taken at the beginning and end of the contract. At the termination of the contract Contractor will return the items on the inventory record to the University. Except for normal wear and tear, damage as well as missing items will be repaired or replaced by Contractor. Contractor will be responsible for maintenance of the furniture and equipment during the life of the contract.

Contractor may use University service departments if desired to provide maintenance and repairs. If so, such services will be billed to the Contractor at University’s normal rates.

The University shall provide maintenance and repairs to the exterior of the building facility. The University shall not be liable to the successful Contractor or to the successful Contractor’s employees for any loss, damage, claims, or expense arising from damage or destruction of University’s premises, or any portion thereof, or from University’s failure to keep such premises in repair, or from plumbing, water, gas, steam, other pipes of any kind, or electrical and telephone lines. The University shall have the right to make any changes, alterations, or improvements in said premises or any part thereof, and shall not be liable to the successful Contractor in any manner by reason thereof.

5.3.9 Utilities

The University will make available utility services including domestic hot and cold water, heat, air conditioning, and electricity. The University will not be liable for any loss that may result from the interruption or failure of any such utilities or services. The successful Contractor will be responsible for and pay for all utilities, telephone service, including but not limited to installation, monthly equipment charges, local and long distance charges, or similar services.

5.3.10 Other Services

The University will provide on-campus letter mail delivery *and* pick-up service to and from the Bookstore **(This does not include delivery of merchandise)**. No United States Postal Service services will be provided to the Contractor by the University for other than on—campus mail.

Interior maintenance and custodial service on a fee basis will be made available to the Contractor for the interior area of the Bookstore if desired.

5.3.11 Alternative Proposals

Contractor should not regard this RFP as restrictive so far as Contractor’s proposal is concerned. Contractor **must respond to base proposal** but has the option of also providing an alternate proposal if desired.

**5.4 Additional Questions Specific to this RFP**

Proposer must submit the following information as part of Proposer’s proposal:

5.4.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must submit a list of the exceptions.

5.4.2 Indicate the number of years in which your organization has previous experience in managing Bookstores in Higher Education.

5.4.3 Proposer should provide as part of your proposal, provisions covering service to customers, including information on training programs which impact customer service.

5.4.4 Provide a staffing proposal in your response to include an indication of employment of University students as part—time employees.

5.4.5 Provide specific detailed information regarding a system for obtaining titles, publishers, and quantities from University faculty.

5.4.6 Provide specific detailed information regarding refunds, returns, and buy—back policies.

5.4.7 Provide specific detailed information regarding merchandise other than textbooks, refunds, return policies and new categories, if any, to be added for sale in the bookstore.

5.4.8 Describe pricing policy for non-textbook items.

5.4.9 Proposer is to indicate anticipated hours and days of Bookstore operations to insure proper and adequate support for the University’s academic and research missions.

5.4.10 Provide a statement of non—competition with the University Bookstore. The Proposer must agree not to operate a bookstore business selling textbooks in competition with the University for at least three (3) years following the termination or expiration of any contract and any renewals thereof with the University.

5.4.11 If the Proposer holds an interest greater than 10% in a competing business within Harris County, the Proposer must submit a plan as part of its response to this RFP that will detail how the Proposer will manage the apparent conflict to ensure the Proposer would not favor its competing business over the UTHealth Bookstores and how the Proposer proposes to report and compensate the University for any offsetting revenues.

5.4.12 Provide a copy of your most recent certified financial statement.

5.4.13 Provide a summary of your companies’ management experience.

5.4.14 Provide a copy of your Dun and Bradstreet rating.

5.4.15 Provide a listing of current clients, in particular institutions of higher education, especially Health Science Centers, for which Proposer operates a bookstore. Listing should include name of institution, location, number of campus locations, and length of service.

5.4.16 Provide a listing of former clients, in particular institutions of higher education, especially Health Science Centers for which Proposer operated a bookstore. Listing should include name of institution, location, number of campus locations, length of service and gross sales for the last three (3) years of operations.

5.4.17 Confirm that you will accept multiple payment methods from customers which include University departmental charges and/or scholarship billings, major credit cards, personal checks, and University sponsored debit cards.

5.4.18 Indicate if use of University service departments will be desired to provide maintenance and repairs.

5.4.19 Proposer is not obligated to utilize University custodial services and should indicate a preference in your proposal for University or other custodial service.

5.4.20 As an institution of higher education the University is committed to education and research. Identify programs and or actions which demonstrate your organizations commitment to education. Provide a listing of institutions including the name of the contract administrator where such programs are in effect or where such action was taken.

5.4.21 Provide a plan to make available ‘rental textbooks’ that can be used and returned to bookstore for a minimal fee.

5.4.22 Provide a detailed outline of how you will offer on-line books for purchase (‘e-books’) through the bookstore or an on-line portal.

5.4.23 Describe the services available for Internet marketing and sales. Include whether on-line ordering and payment is available or if orders can be placed on-line for pickup and payment at the bookstore.

5.4.24 Provide a detailed outline of how you will offer a ‘coffee bar’ or similar outlet. If offered; your proposal must fully outline these operations and requirements.

5.4.25 Describe your approach to maintaining proactive communications with faculty. Topics for communication should include solicitation of adoptions, status of textbook orders, and number of textbooks ordered for each class, etc.

5.4.26 Explain your approach to securing an ample supply of used books for sale. Describe source, expected volume as a percentage of total inventory, special areas of concern, and any special pricing available beyond the mandatory requirements of this RFP.

5.4.27 Describe any policies and procedures for determining the number of textbooks to order, including required and optional books.

5.4.28 Explain any textbook reservation system you propose.

5.4.29 Provide your written policies, programs and procedures in relation to text book business including calculations of the number of texts required per course demand, buy back procedures, refunds, handling of alternate locations for sale or buy back during book rush and semester closeout, the ratio of used to new text books maintained and the markups for new and used textbooks, maintenance of all required course books in stock, and methods of securing titles, publishers, and quantities from University faculty.

5.4.30 How long will you keep books and merchandise on the shelf after the drop-add period? How will you notify faculty/students that books are being returned to the publisher for that semester?

5.4.31 Will you allow students to return books after the drop-add period? Will you allow them to return books after the shrink-wrap has been removed?

5.4.32 Describe your policies for merchandise returned to vendors, including how long books will remain on the shelf after classes begin, any procedural conditions for determining and processing book returns, procedures for notifying faculty and students before returns are made, and any other considerations affecting the reduction of inventory.

5.4.33 How will you handle a customer wanting to order a book when the number of books initially ordered has already been purchased?

5.4.34 Describe how late textbook orders/requisitions, and re-orders will be processed (e.g. expediting of orders, shipping, handling, etc.)

5.4.35 Describe how you determine whether textbook orders/requisitions for all classes have been received. How do you measure the percent of book orders expected?

5.4.36 Will you provide a report on the first day of classes listing the number of titles on the shelves versus the number of requisitions/orders received (i.e. titles that are not on shelves on the first day of classes)?

5.4.37 What minimum ratio of used book sales to total textbook sales will be maintained?

5.4.38 Describe the strengths of your new and used textbook programs and any unusual new/used textbook programs you provide.

5.4.39 At minimum, what number of copies of each textbook title will you keep on the shelf throughout the entire term?

5.4.40 How quickly (number of days) will you replenish titles that run out of stock during the term?

5.4.41 Will you order the quantity of textbook titles requested by the faculty? Under what circumstances will you reduce the quantity of textbooks requested by faculty, and by what percent of the quantities that are requisitioned?

5.4.42 Will you allow faculty to borrow a book(s) out of inventory for use as a desk copy? How do you assist faculty in obtaining desk copies of adopted textbooks?

5.4.43 What penalty would you be willing to pay if textbook availability drops below the agreed upon levels specified in an agreement?

5.4.44 Describe the process used to ensure there is textbook and supply coverage for all university courses.

5.4.45 Proposer should specify an **annual guaranteed commission** of percent of net sales to the University for each year of the contract. In addition, the Proposer should specify the method of determining **additional payments** to the University over and above the guaranteed commission.

5.4.46 Proposer must submit a detailed Transition Plan to document a timeline and events from contract award to transition date which ensures a smooth transition and uninterrupted service of Bookstore operations. Your transition plan should include how all equipment, inventory and any and all unused Bookstore credits at full value are to be transferred as well. The operating supply inventory cost will be determined during the merchandise inventory count.

5.4.47 Proposer must submit a Marketing Plan detailing proposer’s strategy for marketing/advertising to University and outside clients that will include use of University support sources and annual anticipated expenses.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

**Proposal of:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Proposer Company Name)

**To:** The University of Texas Health Science Center at Houston

**Ref.:** Management Services related to the Campus Bookstore Operations

**RFP No.:**  744-1413 Bookstore Operations

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the management services for campus bookstore operations required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

**6.1 Required: Annual Guaranteed Commissions paid to the University:**

Annual Guaranteed Commission Percentage of Net Sales \_\_\_\_\_\_\_\_\_\_\_\_\_

**Optional:** Alternative Compensation Paid to University:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**6.2 Delivery Schedule for Transition Plan (from Contract Date to Transition Date):**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature for Proposer)

**Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX ONE

PROPOSAL REQUIREMENTS

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**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

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

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

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

**1.2 Inquiries and Interpretations**

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

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer’s proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone number and FAX number to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

**1.3 Public Information**

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

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

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

**1.4 Type of Agreement**

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the “**Agreement**”) attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening the Proposer’s proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (also called the HSP) that are required by this RFP (ref. **Section 2.5.4** of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

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

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

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

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

**1.6 Proposer's Acceptance of Evaluation Methodology**

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] the terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.

**1.7 Solicitation for Proposal and Proposal Preparation Costs**

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University’s anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer’s preparation of a proposal in response to this RFP.

**1.8 Proposal Requirements and General Instructions**

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

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

1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

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

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

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

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University’s sole discretion.

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5** ofthis RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** ofthis RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer’s General Questionnaire

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

1.9.5 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left‑hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. **Section 2.5** of the RFP.)

Upon Proposer’s request and at Proposer’s expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

University will not accept proposals submitted by telephone, proposals submitted by Facsimile (“**FAX**”) transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

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

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

1.9.7 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2” x 11”) paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.9.8 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.9.9 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

**SECTION 2**

**Execution of Offer**

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER’S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**

**2.1** By signature hereon, Proposer represents and warrants the following:

2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

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

2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.6 If selected by University, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

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

2.1.9 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, The University of Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**2.2** By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.

**2.3** By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at University.

**2.4** By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.

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

**2.6** By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer’s proposal.

**2.7** By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code,* relating to child support, Proposer certifies that the individual or business entity named in the Proposer’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

**2.8** By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Proposer.

**2.9** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.10** By signature hereon, Proposer represents and warrants that all products and services offered to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

**2.11** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.

**2.12** If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code,* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act*,* the term“computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.13 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation:

If Proposer is a Corporation then Proposer’s Corporate Charter Number:  \_\_\_\_\_\_

RFP No.: 744-1413

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections 552.021 and 552.023, *Government Code*, individuals are entitled to receive and review such information. Under Section 559.004, *Government Code*, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

**Submitted and Certified By:**

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections 552.021 and 552.023, *Government Code*, individuals are entitled to receive and review such information. Under Section 559.004, *Government Code*, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

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

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business:

State of incorporation:

Number of Employees:

Annual Revenues Volume:

Name of Parent Corporation, if any   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

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

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

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

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

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

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

**3.2 Approach to Project Services**

3.2.1 Proposer will provide a statement of the Proposer’s service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.

3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:

3.2.3.1 Identification of tasks to be performed;

3.2.3.2 Time frames to perform the identified tasks;

3.2.3.3 Project management methodology;

3.2.3.4 Implementation strategy; and

3.2.3.5 The expected time frame in which the services would be implemented.

3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents if appropriate.

**3.3 General Requirements**

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

**3.4 Service Support**

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

**3.5 Quality Assurance**

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

**3.6 Miscellaneous**

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

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

3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

**SECTION 4**

**ADDENDA CHECKLIST**

**Proposal of:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Proposer Company Name)

**To:** The University of Texas Health Science Center at Houston

**Ref.:** Management Services related to the Campus Bookstore Operations

**RFP No.:**  744-1413 Bookstore Operations

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature for Proposer)

**Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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