### REQUEST FOR PROPOSAL

**by**

## The University of Texas at San Antonio

**for**

## Selection of a Vendor to Provide

## \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Services

## related to

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

## RFP No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Submittal Deadline:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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# INTRODUCTION

## 1.1 Description of The University of Texas at San Antonio

The University of Texas at San Antonio (the “University”) is a component institution of The University of Texas System and a state agency and institution of higher education. The University is located in San Antonio, Texas and is composed of three campuses including the 1604 Campus located near Loop 1604 and Interstate 10, the Institute of Texan Cultures in Hemisfair Park and University’s Downtown campus located at 501 W. Durango Blvd.

1.2 Background [includes sample “Background below]

1.2.1 General.

The University currently contracts for operation of a bookstore facility at both its Downtown Campus and its 1604 Campus (ref. **Appendix X**, **Campus Maps**). All real property associated with both facilities is owned and controlled by the University.

The 1604 Campus bookstore facility presently functions as the University’s primary bookstore and is located within the University Center building (“**1604 Bookstore**”). The square footage currently utilized and available for the 1604 Bookstore is approximately 14,000 square feet. The present floor plan of the 1604 Bookstore location is set forth in **Appendix X, Bookstore Locations and Floor Plans**.

The Downtown Campus bookstore, which offers a more limited selection than the 1604 Bookstore, is located on the first floor of the Buena Vista Street Building. The square footage currently utilized and available for the Downtown Campus bookstore is approximately 1000 square feet. Sales transactions for the Downtown Campus bookstore presently consist of only textbooks, general supplies, and a limited selection of apparel. The present floor plan of the Downtown Campus bookstore location is set forth in **Appendix X, Bookstore Locations and Floor Plans**.

Both University bookstore facilities are currently operated and maintained by Barnes and Noble College Bookstores, Inc. The University’s agreement with Barnes and Noble was established in April, 1991, and expires in July, 2006, with an option to renew for one (1) additional year. University’s agreement with Barnes and Noble provides an annual minimum guaranteed royalty payment to University of the greater of either $675,000, or 9.5% of net sales.

Both University bookstore facilities are managed and operated on a 12‑month basis. Current University bookstore standard operating hours are attached as **Appendix X**. During peak periods, the operating hours of both University bookstore facilities are extended to meet demand. The University’s academic calendar can be located at <http://www.utsa.edu/cal.cfm>.

Total combined bookstore sales from both University bookstore facilities from 1992 to 2004 are listed in **Appendix X**.

The 1604 Bookstore has three primary off-campus competitors within the immediate proximity of the University: (i) Campus South Bookstore located at 14531Roadrunner Way at the corner of Roadrunner Way and UTSA Blvd.; (ii) L&M Bookstore located in the Babcock Center, 15503 Babcock Road; and (iii) University Bookstore located at 6827 North Loop 1604 West. The Downtown Campus bookstore has little to no direct competition within the immediately surrounding area.

1.2.2 University Card and Diebold System.

University currently manages and maintains a UTSA Card system. The UTSA Card serves as the official identification card of the University community. The UTSA Card also serves as a debit card and can be utilized to purchase a wide variety of commodities and services on the University’s campus. The Diebold Campus Card System was utilized in establishing the UTSA Card, and the Diebold System remains the primary technology utilized in completing UTSA Card transactions.

1.2.3 Future Renovations and Enhancements.

The University Center building is scheduled for renovation and expansion in 2006, and the renovation and expansion will include the 1604 Bookstore. Renovation of the University Center building will occur in two phases. The first phase will encompass the renovation of the existing University Center building while the second phase will include the addition of a new building.

The renovation of the University Center building will include the expansion of the 1604 Bookstore by approximately 3,000 square feet to the east of the current space. It is expected that this additional square footage will serve as a new storefront for the 1604 Bookstore and would be designed for the inclusion of a variety of merchandise, soft goods, and possibly a coffee/snack venue. The renovation is scheduled to begin March of 2006, with completion by July 2007.

In addition to the 1604 Bookstore renovation, the University’s future plans include a new or expanded bookstore operation for the Downtown Campus in the next 5-8 years.

1.2.4 University Oversight of Construction and Renovation

The University will control, approve, and be responsible for the construction management of all construction or renovation projects on the University’s campus related to this RFP.

1.3 Objective of RFP [includes sample “Objective below]

University is soliciting proposals in response to this Request for Proposal number 743-\_\_-\_\_\_(“**RFP**”) from qualified \_\_\_\_\_\_\_\_\_\_\_\_ providers, hereafter referred to collectively as “**Proposers**,” to furnish management, labor, equipment, goods, and supplies necessary to manage and operate professional, full-service, high quality, modern bookstore services as more particularly described in **Section 5**, Scope of Services, that will provide the maximum (i) benefit to University in terms of services to students, faculty, and staff; and (ii) the best value to the University.

### 1.4 Exclusivity [If exclusivity is an issue, a sample of Exclusivity clause, along with exclusivity exceptions, is below]

To the extent authorized by the Constitution and laws of the State of Texas, University will grant to the successful Proposer an exclusive right to manage and operate a bookstore on University’s 1604 and Downtown campuses, including the exclusive rights to sell textbooks, reference material, and educational resources utilized in official University for-credit courses (“Course(s)”). Should any Texas laws, orders, or decrees directly impact the successful Proposer’s exclusive rights as defined in this Section 1.7, the successful Proposer’s exclusive rights will be modified to comply with such state law, orders, or decrees.

The successful Proposer’s exclusive rights will be limited only to those items specifically stated above. Examples of specific exceptions to such exclusive rights include, but are not limited to, the following:

(a) apparel, including University Athletic Department or University Alumni Association apparel and other University-sponsored sales of emblematic clothing and other emblematic merchandise;

(b) food and drink;

(c) newspapers and magazines;

(d) services sold or offered elsewhere on the University campuses by University departments, student organizations, or through other existing contract arrangements;

(e) specialty and emblematic merchandise containing University’s name and/or logo;

(f) any University-sanctioned student buy-back and exchange programs for books of other items.

(g) any merchandise not directly related to Courses;

(h) any required textbooks or other type of educational materials related to courses offered by University’s Continuing Education programs or University’s Center for Professional Excellence; and

(i) any required textbooks or other type of educational materials related to educational courses offered by University under any community education programs or retraining programs sponsored by any private donor, private charitable entity, or any governmental entity, including without limitation, the Texas Workforce Commission.

The University shall retain the right to provide other retail sales operations on campus, as determined by the University and as operated directly by University or through other contract arrangements.

**SECTION 2**

# NOTICE TO PROPOSERS

 PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED. FAILURE TO SUBMIT A COMPLETE RESPONSE MAY RESULT IN DISQUALIFICATION OF PROPOSER’S PROPOSAL.

2.1 Submittal Deadline and Mailing Address

University will accept proposals submitted in response to this RFP until 2:30 p.m., San Antonio, Central Prevailing Time on \_\_\_\_\_\_\_\_ \_\_, 200\_ (the “**Submittal Deadline**.”) at the following location. Proposals must be received by University on or before the Submittal Deadline and shall be delivered to:

The University of Texas at San Antonio

Purchasing and Distribution Services Department

One UTSA Circle

San Antonio, TX 78249

2.2 Type of Agreement

The successful Proposer selected by University in accordance with the requirements and specifications set forth in this RFP will be required to enter into an agreement with University as further stipulated in **Section 4**, and in a form substantially similar to the agreement (“**Agreement**”) attached to this RFP as **Appendix One** incorporated herein for all purposes.

**2.3 Term**  **[Sample Below]**

Should University enter into an Agreement as a result of this RFP, the initial term of the Agreement shall be for two (2) years. Thereafter, University shall have the right, at its option, to renew the Agreement for up to two (2) additional renewal terms of two (2) years each.

2.4 RFP Contact Persons

Any questions or concerns regarding this RFP shall be directed to:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UTSA Purchasing and Distribution Services Department

One UTSA Circle

San Antonio, TX 78249

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written or e-mailed communications forwarded to the above-named contact person. All questions or concerns must be received by the above-named person no later than **2:30 p.m. Central Prevailing Time, on \_\_\_\_\_\_\_\_\_ \_\_, 200\_**. University shall have a reasonable amount of time in which to respond to questions or concerns by fax, e-mail or U.S. Postal Service. 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.

## 2.5 Inquiries and Interpretations

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

Proposers should acknowledge receipt of each Addendum as specified in this Section. The Proposer should acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 3.2.C** and **Section 9**). The Addenda Checklist should be received prior to the Submittal Deadline and should accompany the Proposer’s proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it is in receipt of an RFP package, and shall provide the party’s name, address, telephone number and FAX number, in the event University issues Addenda to this RFP or provides written answers to questions. Any proposal received that is not in compliance with this section may be rejected by University, in its sole discretion.

## 2.6 Public Information

University considers all information, documentation and other materials submitted in response to this RFP to be of a non-confidential and non-proprietary nature and shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, et seq) after the award of an Agreement.

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.

## 2.7 Selection Process

University will select Contractor by using the competitive sealed proposal process described in this Section. (The successful Proposer shall be sometimes referred to as “Contractor.”) University will open Proposer’s submitted HUB Subcontracting Plan (described and defined in **Section 2.12**) prior to opening the Proposer’s proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of Proposer’s HUB Subcontracting Plan required by this RFP (ref. **Section 2.12**.). All proposals submitted by the Submittal Deadline accompanied by the properly submitted HUB Subcontracting Plan will be opened publicly to identify the name of each Proposer submitting a proposal. 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 the Contractor.

University may make the selection of the Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of the Contractor on the basis of negotiation with one or more of the Proposers. In conducting such negotiations, University will 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 as determined solely by University. 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 the 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 the Contractor is made, University may permit a Proposer to revise its proposal 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.

## 2.8 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.

Proposals will be evaluated by an evaluation team of consisting of University faculty and/or staff, and, should University deem it applicable, University students. The evaluation of proposals and the selection of the successful proposal will be based on the information provided by Proposer in its proposal including, without limitation, responses to the Responder’s General Questionnaire (ref. **Section 8**).

The factors to be considered by University, in evaluating proposals and selecting the successful Proposer for this award, will be those factors listed and categorized below with their relative weightings.

**[SAMPLE EVALUATION CRITERIA BELOW; REGARDLESS, BUYERS MUST ENSURE THAT THE EVALUATION CRITERIA INCORPORATES THE RELEVANT ASPECTS OF SECTION 51.9335 OF THE TEXAS EDUCATION CODE. All information requested by University should relate to one of the categories in the code.]**

 Proposer’s Qualifications, Abilities, and References 25%

 Quality of Proposed Services 20%

 Financial Consideration 30%

 Responsiveness of Proposal 25%

 100%

 A.Proposer’s Qualifications, Abilities, and References: (25%)

(1) Proposer’s demonstrated competence and experience in providing the requested operation and management services, including the quality of Proposer’s references from past and present clients.

(2) The qualifications, education, and experience of the team members proposed by Proposer to conduct and supervise its operation and management services for the University.

(3) Proposer’s experience performing the requested operation and management services for The University of Texas System, its component institutions, or other similar institutions of higher education.

(4) Proposer’s ability to perform the required services within the time periods projected, based on Proposer’s demonstrated capabilities, staffing, and financial resources.

 (5) Proposer’s demonstrated awareness of the present trends and likely future developments in the operation of college and university bookstores, including Proposer’s presentation of any planned actions that Proposer believes may be necessary to appropriately respond to industry changes/trends that have occurred or that can be expected to occur in the future.

 B.Quality of Proposed Services: (20%)

 The quality of Proposers’ policies, programs, and procedures, including but not limited to the following:

 Proposers’ management structure, corporate support, personnel, and training; customer service; used textbooks, buy-back and reselling of used books; refund policies; faculty/staff discounts; special orders; maintenance of all required course books in stock, methods for securing titles, publishers, and quantities from faculty; new categories of merchandise to be added for sale; pricing structures; general discounts; hours of operation; promotion of University software, apparel, emblematic specialty items, and athletic merchandise; and sponsorship of student activities; financial aid, scholarships and other forms of aid to students.

 C. Financial Consideration: ( 30%)

 The overall financial consideration to be provided to University by Proposer.

D.Responsiveness of Proposal: (25%)

 The extent to which Proposer’s response relates to the specific environment, requirements, and needs of University; the quality and level of substantive detail provided in Proposer’s response, including but not limited to, the detail provided in response to the Proposer’s General Questionnaire (ref. **Section 8**).

E. As a supplement to the above-described criteria, University may give consideration to any additional information and documentation submitted by a Proposer if University deems such information to be relevant, and to serve the best interests of, and provide the best value to, University.

## 2.9 Proposer's Acceptance of Evaluation Methodology

By submittinga proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the proposal evaluation process (ref. **Section 2.7**), [b] the Criteria for Selection (ref. **Section 2.8**), [c] the scope of services and conditions under which the Services are to be performed (ref. **Section 5**), [d] the terms and conditions of the Agreement (ref. **Appendix One**), 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.

 .

## 2.10 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 its anticipated requirements for 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 shall bear, as its sole risk and responsibility, any cost that arises from Proposer’s preparation of a response to this RFP.

## 2.11 Key Events Schedule

Issuance of RFP: \_\_\_\_\_\_\_\_\_\_\_\_\_

Pre-Proposal Conference (ref. below): \_\_\_\_\_\_\_\_\_\_\_\_\_

Final Questions Accepted by University: 2:30 p.m CST on \_\_\_\_\_\_\_\_\_\_\_\_\_

RFP Submittal Deadline - 2:30 p.m. \_\_\_\_\_\_\_\_\_\_\_\_\_

**PRE-PROPOSAL CONFERENCE [OPTIONAL IF NECESSARY]**

**A pre-proposal conference will be held at \_\_\_\_ p.m./a.m. on \_\_\_\_\_\_\_\_ \_\_, \_\_\_\_ in order to assist prospective Proposers in understanding the RFP. This conference will be each Proposer’s opportunity to tour the bookstore facilities and ask representatives of University** **questions and clarify provisions of the RFP. After the conference, prospective Proposers may submit written questions until 2:30 p.m CST on \_\_\_\_\_\_\_\_\_ \_\_, 200\_.**  **University** **will not accept questions after that time. University** **is not obligated to respond to each question (ref. Section 2.4), and only responses designated as formal Addenda to the RFP will be binding on University** **(ref. Section 2.5). However, if University** **decides to answer questions in writing, then University** **will fax, mail, or e-mail copies of those questions and answers to the addresses provided by each entity to which University** **sent an RFP or which notified University** **that it obtained an RFP, pursuant to Section 2.5.**

## 2.12 Historically Underutilized Businesses

A. 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, the successful Proposer subcontracts any of the services to be provided to UTSA, then the successful Proposer must make a good faith effort to utilize HUBs certified by the Texas Building and Procurement Commission. Proposals that fail to comply with the requirements contained in **Sections 2.12 B and C** below will constitute a material failure to comply with advertised specifications and will be rejected by the 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 the University to ensure compliance with the HUB program.

**[OPTION 1- Use the following version of Section 2.12.B if subcontracting opportunities are NOT probable]:**

B.The University has reviewed this RFP in accordance with Chapter 1, Texas Administrative Code, Section 111.14, and has determined that subcontracting opportunities are not probable under this RFP. Attached to this RFP as **Appendix 2** is the University’s Policy on Utilization of Historically Underutilized Businesses and additional materials required by the rules of the Texas Building and Procurement Commission. Since subcontracting opportunities are not probable under this RFP, Proposer must complete, sign, and submit with its proposal three (3) originals of the Self Performance HUB Subcontracting Plan (the “**HSP**”) set forth on **page 13** of **Appendix 2**. **[NOTE: If this option is selected, you may wish to modify the first paragraph of the Self Performance HUB Subcontracting Plan set forth on page 13 of Appendix 2 to read as follows:**

“The contracting agency has determined that subcontracting opportunities are not probable under this contract. In developing your HSP, which includes dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, if you have determined that you are able to fulfill the entire contract scope of work with your own equipment, supplies, materials and/or employees, your completion of this Self Performance HUB Subcontracting Plan is required.”

**[Option 2 Use the following version of Section 2.12.B if subcontracting opportunities are probable]:**

B. The University has reviewed this RFP in accordance with Chapter 1, *Texas Administrative Code*, Section 111.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

Accordingly, 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 2** and incorporated for all purposes.

Each Proposer must complete and return the HSP in accordance with the terms of **Appendix 2**. Proposals that do not include the HSP will be considered non-responsive to this RFP in accordance with Section 2161.252, Texas Government Code.

The Proposer will not be permitted to change its HSP unless: (1) the Contractor provides the University with revised versions of such documents that set forth all changes requested by the Proposer, (2) the University approves such revised documents in writing, and (3) all agreements or contractual arrangements resulting from this RFP are amended in writing by the University and the Contractor to conform to the modified HSP.

(1) If the Proposer proposes to use subcontractors to perform such subcontracting opportunities, the HSP will include:

(a) A letter of transmittal stating that the Proposer has read and understands the Policy on Utilization of Historically Underutilized Businesses; and

(b) The HSP, as set forth on **pages 10 and 11** of **Appendix 2,** related to Policy on Utilization of Historically Underutilized Businesses for Vendor/Commodities.

(2) If the Proposer proposes to perform such subcontracting opportunities with its own employees and resources, the HSP will include:

(a) A letter of transmittal stating that the Proposer has read and understands the Policy on Historically Underutilized Businesses; and

(b) The Self-Performance HUB Subcontracting Plan (HSP), as set forth on **page 13** of **Appendix 2** related to Policy on Utilization of Historically Underutilized Businesses for Vendor/Commodities.

C. Proposer must submit one (1) original of the HSP to the University at the same time it submits its proposal to the University (ref. **Section 3.2** of this RFP.) The one (1) original 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:

(1) the RFP No. (ref. **Section 1.6** 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) the name and the return address of the Proposer; and

(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 the 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, the 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 the 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. **Note**: The requirement that Proposer provide three originals of the HSP under this **Section 2.12.C** is separate from and does not affect Proposer’s obligation to provide the University with the number of copies of its proposal as specified in **Section 3.1** of this RFP.

**SECTION 3**

# PROPOSAL REQUIREMENTS

## 3.1 General Instructions

A. Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Failure to submit a complete response may result in disqualification of Proposer’s proposal.

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

C. 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, unless otherwise expressly stated. Proposer submits its proposal at its own risk and expense.

D. 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 disqualificationby University, at its option.

E. 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. 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 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 of any item contained in Proposer’s proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or in writing to University, at University’s discretion. Representations made by Proposer within its proposal will be binding on Proposer. University will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.
2. An entity wishing to submit a ‘No-Response’ is requested to return the first page of the Execution of Offer (ref. **Section 6**). The returned form should indicate the responding entity’s name and should include the words ‘No-Response’ in the right-hand column of the Execution of Offer form.
3. Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, at its discretion.

## 3.2 Preparation and Submittal Instructions

A. Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 6**) 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 will be rejected by University.

B. Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 7**), as part of its proposal. Any proposal received without a completed and signed Pricing and Delivery Schedule will be rejected by University.

C. Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 9**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, at its sole discretion.

D. Proposer’s General Questionnaire

Proposals must include answers to the questions in **Section 8**, 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 shall explain the reason when responding N/A or N/R.

E. HUB Subcontracting Plan

Each Proposer must complete and return the HSP in accordance with the terms of **Section 2.12** and **Appendix 2**.

F.Additional Electronic Submissions

*In addition* to the required hard-copy submissions, Proposers are encouraged to submit their responses electronically. Electronic responses should be submitted on disk, CD-Rom, or sent to the following email address: \_\_\_\_\_\_\_\_\_\_\_\_

All electronic responses should be in Microsoft Word 2000 or later. All contents of electronic responses should be only in text form, and do not need to include the required hard-copy HSP documentation (ref. **Section 2.12**). Proposers should NOT include graphic images such as photographs of products or corporate logos in an electronic response. Similarly, Proposers are asked NOT to submit brochures, documentation, and other normally printed materials electronically. If necessary, this type of supporting material should be submitted only in printed form.

G. Page Size, Binders, and Dividers

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

 H. Table of Contents

Proposals shall include a Table of Contents with page number references. The Table of Contents should contain sufficient detail and be organized according to the same format as presented in this RFP, to facilitate 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.

 I. Pagination

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

J. Number of Copies

Proposer should submit a total of ten (10) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 6**) 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.

K. Submission

(1) Proposals must be received by University on or before the Submittal Deadline at the location stipulated in **Section 2.1**.

(2) Proposer should submit all required proposal materials enclosed in a sealed envelope, box, or container. The RFP and the Submittal Deadline (ref. **Section 2.1**) 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.

(3) Upon Proposer’s request and at Proposer’s expense, University will return to a Proposer its proposal received after the Submittal Deadline, provided such proposal has been properly identified by Proposer. University will not consider a proposal received after the Submittal Deadline under any circumstances.

(4) University will not accept proposals submitted by telephone, proposals submitted by facsimile (“FAX”) transmission, or proposals submitted solely by electronic transmission (“E-mail, disk, or CD-Rom”) in response to this RFP.

K. Modification or Withdrawal

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted in response to this RFP. 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 shall be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, in its sole discretion.

L. Proposal Validity Period

Each proposal must state that it will remain valid for University’s acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays. The successful proposal accepted by University shall remain valid for the full term of the Agreement or other contractual arrangements resulting from this RFP.

## 3.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 7** 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 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.

## 3.4 Terms and Conditions

A. Proposer must comply with the requirements and specifications contained in this RFP including without limitation the Agreement (ref. **Appendix 2**) the Notice to Proposers (ref. **Section 2**), Proposal Requirements (ref. **Section 3**) and Scope of Services (ref. **Section 5**). In the event there is a conflict between any provisions, terms, or conditions in this document, the provision, term, or condition requiring Proposer to supply the better quality or greater quantity of services shall prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

(1) Scope of Services

(2) Appendix 1

(3) Proposal Requirements

(4) Notice to Proposers

1. By signing the Execution of Offer (ref. **Section 6**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this RFP only to the extent that they do not conflict with the laws of the State of Texas or this RFP and that they do not impose additional requirements on University. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into an 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.

##

## 3.5 Submittal Checklist

Proposer must complete, sign, and return the following documents as a part of its proposal submittal. If Proposer fails to return each of the following items with its RFP, then the RFP may be rejected by University, in its discretion.

A. Signed and Completed Execution of Offer (ref. **Section 6**)

B. Signed and Completed Pricing and Delivery Schedule (ref. **Section 7** of this RFP)

C. Responses to Proposer's General Questionnaire (ref. **Section 8**)

D. Responses to any applicable questions and requests for information that may be contained in the Scope of Services (ref. **Section 5**)

E. Proposer’s HSP (ref. **Section 2.12** and **Appendix 2**).

##### SECTION 4

# GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **Appendix 1**) 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 specific list of the exceptions as part of its response to 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**

# SCOPE OF SERVICES

The minimum requirements and the scope of services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. For purposes of this RFP, the successful Proposer shall be sometimes referred to as “**Contractor**.”

# 5.1 General Overview [THIS SECTION SHOULD INCLUDE A CLEAR AND DESCRIPTIVE OVERVIEW OF THE PROCESS]

##  [SEE SAMPLE BELOW]

Contractor shall furnish all management, labor, equipment, goods, and supplies necessary to provide professional full-service bookstore services to the University community in accordance with the terms and conditions of this RFP, including but not limited to, the following specifications (collectively, the “**Services**”). In completion of the Services, Contractor shall conduct retail bookstore operations, in the locations specified below, for a full range of merchandise and services traditionally found in reputable academic bookstores, including, but not limited to, textbooks, general books, class rings, emblematic merchandise, clothing, gifts, music, jewelry, and custom anthologies of course materials.

**[THE SPECIFIC SCOPE OF WORK OR SERVICES SHOULD BE LISTED BELOW IN A CLEAR, LOGICAL SEQUENCE, ENSURING ALL ASPECTS OF THE SCOPE ARE CONSISTENT WITH THE OTHERS.]**

**5.2**

**5.3**

## 5.4

**5.5**

###### 5.6

5.7 Additional Services

Contractor shall provide additional University Bookstore services as reasonably requested by University.

**SECTION 6**

# EXECUTION OF OFFER

**Ref.:** \_\_\_\_\_\_\_\_\_\_\_\_ Services related to the

**RFP No.:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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 WILL RESULT IN THE REJECTION OF THE PROPOSAL.**

1. By signature hereon, Proposer represents and warrants that:

a. 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 shall bear, as its sole risk and responsibility, any cost which arises from Proposer’s preparation of a response to this RFP;

b. Proposer is a reputable company that is lawfully and regularly engaged in providing the services described in this RFP and/or Agreement (ref. **Appendix 1**

c. Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the services it offers;

d. 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;

e. 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;

f. 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;

1. If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof;
2. 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 the successful Proposer. 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.
3. Proposer shall defend, indemnify, and hold harmless University, the State of Texas, and all of their regents, trustees, officers, agents and employees, from and against all claims, actions, suits, demands, costs (including, but not limited to reasonable attorneys' fees), damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions 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. By signature hereon, Proposer offers and agrees to furnish the products and services more particularly described in its proposal to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.

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.

4. By signature hereon, a corporate Proposer certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, *Texas Tax Code*, or that the corporate Proposer is exempt from the payment of such taxes, or that the corporate Proposer is an out‑of‑state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at University’s option, may result in termination of any resulting contract or agreement.

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*., *Texas Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

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.

7. By signature hereon, Proposer certifies as follows:

This Execution of Offer must include the name and address of each person having at least twenty-five percent (25%) ownership interest in Proposer.

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 ventures 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 either the University of Texas at San Antonio, University, on the other hand, other than the relationships that have been previously disclosed to University in writing. 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.

9. By signature hereon, Proposer affirms that no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP, in accordance with Section 2155.004, *Texas Government Code*.

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

1. By signature hereon, Proposer represents and warrants that all products and services offered to University by Proposer in response to this RFP meet or exceed the safety standards established and promulgated under the *Federal Occupational Safety and Health Law* (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFP.
2. Proposer shall and has disclosed, as part of its proposal, any exceptions to the certifications stated in the 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.
3. Proposer shall complete the following information:

If Proposer is a Corporation, then State of Incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**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, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, TEXAS 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 ‘s company Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone)/(Fax)

**SECTION 7**

# PRICING AND DELIVERY SCHEDULE

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

 (Proposer Company Name)

**To**: **The University of Texas at San Antonio**

**Ref.:** \_\_\_\_\_\_\_\_\_\_\_\_ Services related to the \_\_\_\_\_

**RFP No**.: 743-\_\_-\_\_\_

Ladies and Gentlemen:

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

**7.1 Pricing for Services Offered**

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

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**6.2 Delivery Schedule of Events and Time Periods**

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 **6.3 University’s Payment Terms**

University’s standard payment terms for services are “Net 30 days.” Proposer agrees that University will be entitled to withhold \_\_\_\_\_\_\_\_\_\_ percent (\_\_\_\_\_\_\_\_%) of the total payment due under the Agreement until after University’s acceptance of the final work product. Indicate below the prompt payment discount that Proposer will provide to University:

Prompt Payment Discount: \_\_\_\_\_%\_\_\_\_\_days/net 30 days

 Respectfully submitted,

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

 (Authorized Signature for Proposer)

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

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

 **Phone**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Fax**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **E-Mail**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**SECTION 8**

# PROPOSER’S GENERAL QUESTIONNAIRE

# [NOTE : REVIEW AND/OR MODIFY QUESTIONNAIRE AS APPROPRIATE; QUESTIONNAIRE SHOULD COORDINATE AND TIE IN WITH THE REQUESTED SERVICES IN SECTION 5

**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, Texas *Government Code*, individuals are entitled to receive and review such information. Under Section 559.004, Texas *Government Code*, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

Proposers shall submit a complete response to each of the items listed below. Proposals must include responses to each numbered item contained in this **Section 8**, 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. (ref. **Section 3.2**, Paragraph D.)

**Proposer Profile --**

1. Legal name of Proposer Company:

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

 Number of years in Business:

 State of incorporation:

 Number ofEmployees:

 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.**

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

3. Provide a Financial rating of the Proposer entity and any related documentation, such as a Dunn and Bradstreet analysis (if such a rating and documentation are available), that indicates the financial stability of Proposer.

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

5. Provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with University (if any).

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

7. Provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.005, *Texas* *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support.

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 The University of Texas at San Antonio? If yes, Proposer shall explain.

10. Provide any additional information to assist University in assessing Proposer’s demonstrated capability and financial resources to provide the goods or services described in this RFP.

**Service Approach --**

11. Provide a statement of the Proposer’s service approach and shall describe any unique benefits to University from doing business with Proposer. Proposer shall briefly describe its approach for the required services identified in **Section 5**, the Scope of Services, in this RFP.

12. Provide an estimate of the earliest starting date for services following execution of an Agreement.

13. Submit Proposer’s work plan with key dates and milestones. The work plan should include:

 - Identification of tasks to be performed,

 - Time frames to perform the identified tasks,

 - Project management methodology,

 - Implementation strategy, and

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

14. Describe the types of reports and/or other written documents Proposer will provide and the frequency of reporting, if more frequent than required in the RFP. Proposer shall include samples of reports and documents if appropriate.

**General Experience & References --**

15. Provide summary resumes for Proposer’s 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.

16. 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. If Proposer has previously contracted with University, Proposer may include such contract in its reference list but the University reference should be in addition to, and not one of, the three required references.

**Service Support --**

17. Describe Proposer’s service support philosophy, how is it implemented, and how Proposer measures its success in maintaining this philosophy.

Quality Assurance --

18 Describe Proposer’s quality assurance program, its quality requirements, and how they are measured.

19. Submit a quality assurance plan to the University specifying the types of measurement, analysis, and benchmarking utilized by Proposer to ensure quality.

20. Confirm that Proposer will conduct criminal background checks of all current and future staff designated to work on University’s premises.

.**Miscellaneous --**

21. Provide a list of any additional services or benefits *not otherwise identified in this RFP* that Proposer would propose to provide to University, or its students, faculty, and staff.

22. Describe in detail any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer.

23. Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster affecting Proposer’s offices and/or Proposer’s electronic databases? If so, then Proposer shall provide either a copy or a description of the plan.

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

**SECTION 9**

# ADDENDA CHECKLIST

**Proposal of:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Proposer’s Company Name)

**To: The University of Texas at San Antonio**

 **Ref.:** \_\_\_\_\_\_\_\_\_\_\_\_ Services related to the \_\_\_\_\_

 **RFP No**.: 743-\_\_-\_\_\_

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,

 By:

 (Signature of Authorized Representative)

 Name:

 Title:

 Date Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ATTACHED APPENDICES**

**Appendix 1**

Agreement

**Appendix 2**

HUB Documentation