REQUEST FOR PROPOSAL

UNIVERSITY BOOKSTORE OPERATIONS

PROPOSAL DUE DATE: MAY 14, 2015; 3PM

RFP NO: 15-051415
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REQUEST FOR PROPOSAL

University Bookstore

SECTION I

GENERAL

1.0 SCOPE: Texas A&M University-Texarkana (herein referred to as the University) is soliciting proposals from qualified companies for the operation of the University Bookstore. The University is an institution of higher education located at 7101 University Ave, Texarkana, TX. It is the intent of the University to solicit proposals for the operation of the University Bookstore. The University expects to contract with a qualified and experienced bookstore management company to operate the University’s on-campus bookstore. The bookstore will make available for sale all items needed by students, faculty, and staff to carry out the academic mission of the University, including new and used textbooks, logo and non-logo merchandise, logo and non-logo apparel, trade books, and novelty items. The University desires to engage the services of an outside vendor and independent contractor and not as an employee. The Contractor must have demonstrated competence in providing these services and must have the qualifications necessary to perform the services outlined in this RFP.

The services will be provided in accordance with the terms, conditions, requirements, and specifications set forth in this RFP. Specifications are set forth in Section II, page 5. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the University.

INTRODUCTION: The University is a Member of The Texas A&M University System. The University prepares students for leadership roles in their chosen profession in an increasingly complex, culturally diverse state, national and global society. The University provides students with a learning environment anchored by the highest quality programs built on a solid academic foundation in the arts and sciences, business, education, and nursing. To fulfill its mission the University offers a range of baccalaureate and master’s programs. In addition to offering excellent undergraduate and graduate programs, the University pursues a progressive agenda for global study and understanding across all disciplines.

Texas A&M University-Texarkana formerly East Texas State University at Texarkana was established by the Texas Legislature in 1971 as an upper level, operationally separate unit of the East Texas University Complex. In September 1996 the university became a member of The Texas A&M University System and is
governed by The Texas A&M University Board of Regents. Like other Texas public colleges and universities, A&M-Texarkana also operates under the jurisdiction of the Texas Higher Education Coordinating Board.

The university's 74 full-time faculty members and 56 part-time faculty members emphasize teaching and advising. Seventy-one percent of A&M-Texarkana's faculty holds a doctoral degree in their field of instruction. The teacher to student ratio is 1 to 18, with an enrollment of 1,812 students. Each semester, approximately 63 percent of students are female and 33 percent are enrolled part-time. Students in Oklahoma and Arkansas attend at in-state tuition rates, and, historically, 20.7 percent of the student body is from Arkansas.

The 78th Legislature (2003) passed House Bill 1566, sponsored by Rep. Barry Telford, which provided for downward expansion for A&M-Texarkana to a full, four-year institution, and included the proviso that the university move to a new site and construct permanent buildings in order to admit freshmen and sophomores at a site that was not contiguous with the community college.

In order to accomplish the bill intent, the university sought a donation of land away from the established campus (with a minimum of 300 acres as required by the Texas Higher Education Coordinating Board) and was successful in receiving gifts of land from two donors—the City of Texarkana, Texas and from the Anita and Truman Arnold Foundation—for a total of 378.561 acres on joining parcels.

In January 2005 The Texas A&M University Board of Regents approved a new master plan for A&M-Texarkana’s new campus. The plan includes 22 buildings proposed for growth and construction over a 20 year period.

The bonds approved by the 77th Legislature allowed completion of the first building on the new campus, a Science and Technology Building, which opened in the summer of 2008. The current campus includes a University Center which houses facility and staff offices, classrooms and food services. The current campus also includes a Central Plant building along with our Bringle Lake Village dorm.

Texas A&M University-Texarkana accepted its first freshman class in the Fall of 2010. The recruitment and retention efforts of students continue to be refined as the campus continues to grow.

2.0 CONTRACT TERM: This service shall be for a period of five (5) years beginning on or about July 1, 2015 and ending on June 30, 2020. At its sole discretion, the University anticipates that the initial term of such Agreement will extend for 5 years, with the option to renew for up to five additional (1) one-year terms. Any extensions
shall be at the same terms and conditions plus any approved changes to be
determined by the university administration and negotiated in writing with the
bookstore servicer provider.

3.0 **DEFINITIONS**: The following terms and phrases shall have the meanings
assigned unless this Contract indicates a contrary meaning.

3.1 **Acceptable Quality Level** - The level of performance of requested services
below which this Contract will not be paid or damages may be assessed;

3.2 **Addendum** - A modification of the specifications issued by the University and
distributed to prospective Respondents prior to the bids;

3.3 **Best and Final Offer (BAFO)** - A formal request made to selected
Respondents for revisions to the originally submitted Proposal;

3.4 **Contract** - The Contract awarded as a result of this RFP and all exhibits
thereto, this RFP, any Addendum issued in conjunction with this RFP, the
successful Respondent’s Proposal, any BAFO, and the subsequent
submission by Respondent, shall all be fully incorporated therein as exhibits;

3.5 **Contractor** - Respondent whose Proposal results in a Contract with the
University;

3.6 **Coordinator** - One or more individuals designated by the Contract Ad-
ministrator to monitor and inspect the performance of the work during this
Contract;

3.7 **Owner** - Texas A&M University-Texarkana, a component of The Texas A&M
University System, and an agency of the State of Texas;

3.8 **Request for Proposal** - The written notice inviting the submission of
proposals for the specified requirements;

3.9 **Respondent** - Any individual, partnership or corporation submitting a
proposal; and

3.10 **Submittal Instructions** - The section describing the method of preparing
and submitting proposals and of awarding this Contract together with other
information of value to prospective respondents.
SECTION II

STATEMENT OF WORK

1.0 SERVICE REQUIREMENTS: Services shall include, but are not limited to the requirements contained in this RFP. Services set forth that contain the words “must” or “shall” are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words “may” or “can” allow Respondents to offer alternatives to the manner in which the services are provided. The requested services and corresponding deliverables are as follow:

1.1 THE UNIVERSITY BOOKSTORE

The University Bookstore is located on the main campus in the University Center. The bookstore contains 1,570 square feet of retail space, 462 square feet of storage space, and 440 square feet of office space. The ground floor of the building has access and use of a loading dock. The space allocated for the bookstore is approximately 2,500 sq. ft.

The Contractor shall have exclusive rights to manage all service programs customarily handled by college bookstores such as magazine subscriptions, telecommunication, and credit card application programs. Revenue generated from all such programs shall be commissionable. The bookstore makes available for sale required textbooks and supply items for all courses offered by the University. In addition the bookstore sells emblematic merchandise licensed by the University, trade books, and other items typically sold in campus stores for the convenience of students, faculty, staff, alumni, and guests of the University. The sale of class rings will be considered under this Contract.

1.2 OBJECTIVE

To furnish management, labor, equipment, fixtures, goods, and supplies necessary to manage and operate a professional full service, high quality, modern bookstore providing maximum benefit to the University in terms of service to students, faculty, staff, visitors, and alumni.

2.0 CONTRACTOR PROPOSAL

The University requests that the Contractor provide detailed information in their proposals for each item of this RFP.
2.1 **Annual Commissions and Other Considerations**

The Contractor must specify an annual commission to the University for each year of this Contract. If compensation is to be broken down into categories, the Contractor must give a detailed explanation of the compensation by category. In addition, the Contractor must specify any additional considerations, programs, or other benefits to the University.

2.2 **Royalty, Capital Investment Funding**

The University is interested in contracting with a bookstore company that has the financial strength to provide capital outlay dollars.

The University will be responsible for the construction management of all construction or renovation projects unless otherwise agreed to in writing.

2.3 **Employees**

Contractors shall provide staffing proposal to identify all positions with details of which positions would be available.

The Contractor shall identify headquarters management staff by name, who shall routinely review and inspect operations, fill staff vacancies, consult with the University Representative on current and future bookstore programs, and act with full authority on the Contractors’ behalf in any and all matters pertaining to the specifications of this Contract.

An adequate staff of qualified employees shall be on duty for the efficient, prompt, management to operate the University Bookstore. The University reserves the right, with thirty (30) days notice, to request the replacement of any management personnel due to operating difficulties the University deems a result of unsatisfactory on-site management. The Contractor must provide sufficient personnel to ensure prompt service to patrons and must have adequately trained, relief personnel to substitute for absent regular employees. Contractor personnel shall observe and be subject to all University regulations. Failure to do so may be grounds for the University to require that the Contractor immediately remove and/or dismiss the employees from this Contract. The University requires the right to interview and approve the selection of the bookstore director/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 and/or from campus 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 are an important part of the bookstore service. Contractors must provide as part of their proposals provisions covering service to customers, including information on training programs which impact customer service. Personnel relations of employees on the Contractor’s payroll shall be the Contractor’s responsibility. The Contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel.

2.4 Merchandise Inventory

The University desires to sell to the successful Contractor the current bookstore inventory, if any. A complete inventory count will be accomplished to determine inventory cost. Contractors are requested to indicate acceptance of the inventory at cost for inventory items with a present value at or above cost. Contractors are requested to offer an alternate option for inventory items with present value below cost.

2.5 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 Contractors must provide specific detailed information regarding each of the following in their proposal:

Textbooks – System for obtaining titles, publishers, and quantities from the University faculty as well as, refund, return, and buy-back policies.

Custom Publishing Services – The Contractor must provide exclusive custom publishing services for the University Bookstore. Such services shall include the development of course packs for faculty members, securing the appropriate copyright clearances, printing and binding of course packs, and distribution and sale of the course packs in the bookstore. Complimentary desk copies of course packs must be provided to faculty members.
**Book Order Services** – The Contractor must provide special book order services for students, faculty, and staff and shall make every effort to obtain the earliest possible delivery of such books.

**Merchandise Other Than Textbooks** – Provide new categories, if any, to be added for sale in the Bookstore.

**Food and Beverages** – The University currently has vending agreements with JMS Vending Services and Pepsi. Any food, beverage, or vending products offered for sale by the University Bookstore must be approved in advance by the University.

**Discounts to Faculty and Staff** – The Contractor should specify any discount or other purchasing incentive programs for faculty and staff.

The Contractor will be asked to stock in the University Bookstore at least one (1) copy of all books by Texas A&M University-Texarkana authors.

2.6 **Hours of Operation**

To ensure proper and adequate support for the University’s academic mission, the Contractors shall be prepared to maintain an operating schedule of hours and weeks of business in accordance with the official University calendar and in mutual agreement with the University in meeting the needs of the students, faculty, and staff. Bookstore hours will be extended during each registration period, during final exam periods, and at other times as determined by the University administration.

2.7 **Non-Competition**

The Contractors must indicate in their proposal a statement of non-competition with the University Bookstore. The Contractor must agree not to operate a bookstore business selling textbooks in competition with the University for at least five (5) years following the termination or expiration of any Contract and any renewals thereof with the University.

2.8 **Contractor Records and Information**

The Contractors must provide the following records:

2.8.1 A certified financial statement
2.8.2 Contractor’s Dun and Bradstreet rating
2.8.3 Summary of Contractor’s management experience
2.8.4 Listing of current clients, in particular institutions of higher education, for which Contractor operates a bookstore

2.8.5 Listing of former clients, in particular institutions of higher education, for which Contractor operated a bookstore

2.9 Payment Methods Accepted

The Contractors must indicate in their proposal the payment methods to be accepted from customers to include scholarship billings, major credit/debit cards and personal checks.

2.10 Charge Sales

The Contractor must provide charge sales for supplies for University departments and offices. Payments for such charge sales shall be guaranteed by the University and payable within 30 days.

2.11 Financial Records and Taxes

The Contractor shall generate, using University Bookstore generally accepted accounting standards and principles, monthly financial statements for the University Bookstore contracted operations. A copy of such statement shall be furnished to the Office of the Vice President for Finance & Administration by the tenth (10th) working day after the end of each month for which the University 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, September 1 through August 31.

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

The successful Contractor shall pay all federal, state, and local taxes which may be assessed against Contractor’s equipment or merchandise while in or upon the premises of the 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 shall 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.

2.12 Marketing and Advertising

The Contractor must describe in detail its marketing plan and advertising program intended for the initial year and each year thereafter.

The Contractor must regularly employ marketing, advertising, and promotional efforts to further the visibility and image of the bookstore. The Contractor must provide an annual strategic Marketing Plan to the University Representative based on University preference and needs identified by customer input. The Marketing Plan must include target marketing, advertising, couponing, and promotional programs and strategies. The Contractor at all times must actively and aggressively market the bookstore. The Contractor shall be actively involved in the planning, implementation, and co-sponsorship of University programs, and promotional events that contribute to the quality of campus life.

The University reserves the right to approve all advertising materials prior to their release and request removal of any inappropriate ads or displays.

2.13 Bookstore Renovation

The Contractor must relate any plans for the renovation of the bookstore over the life of this Contract, to include buildings, fixtures, and equipment.

2.14 Maintenance

Maintenance and repair of the bookstore fixtures, equipment, interior facilities, and premises are the responsibility of the Contractor.

The University shall provide maintenance and repairs to the exterior of the University Center and bookstore facility. The University shall not be liable to the successful Contractor or to the successful Contractors employees for any loss, damage, claims, or expense arising from damage or destruction of University’s premises, or any portion thereof, or from the University’s failure to keep such premises in repair, or from plumbing, water, gas, steam, other pipes of any kind, or electrical and telephones 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.
2.15 **Commitment to Education**

As an institution of higher education, the University is committed to its mission. The Contractor shall in its proposals identify programs and/or actions which demonstrate the Contractor’s commitment to education. The Contractor must include a listing of institutions including names of a contract administrator where such programs are in effect or where such action was taken.

2.16 **Other Considerations**

The Contractor shall not regard this RFP as restrictive so far as the Contractor’s proposal is concerned. The University is interested in the Contractor’s participation in both current and any proposed programs and projects. The Contractor shall indicate in its proposal how and when the University could expect Contractor participation in any newly proposed programs.

2.17 **Third Party Billing**

The Contractor must be able to coordinate with the University Bursar Office to process third party billing to provide textbooks purchases to students. An automated process would be desirable. The Contractor will be responsible for the costs associated with automation and connection to any future One Card Program.

3.0 **SAFETY, SECURITY, AND FACILITY ACCESS**

3.1 **Facility Security, Key Control, and Facility Access**

The Contractor shall be responsible for control of keys, access cards/codes, and combinations obtained from the University and the security of those areas when used by its representatives. The University shall furnish instructions and initially train Contractor’s full-time managers in approved procedures for security of areas, and access to areas within and outside of normal building operating hours. The Contractor shall have the responsibility for determining that all equipment has been turned off, windows are closed, lights and fans are turned off, and doors locked. The Contractor shall be responsible for immediately reporting to University Police and the University Representative all the facts relating to losses incurred as a result of break-ins to areas of the University.

The Contractor is responsible for the purchase of padlocks and other security devices not currently provided by the University which may be required by
the Contractor to further ensure revenue, product or property security, within the bookstore area with a copy of all keys and/or combinations provided to University Representative.

The University Representative and the Contractor shall mutually determine the additional security measures required to control unauthorized access to all the bookstore area included in this Contract. The University Representative and the Contractor shall mutually determine their responsibility for the cost to provide initial and future additional security.
3.2 **University Access**

The Contractor understands and agrees that the University shall have the right to enter the bookstore area location at any time and for any purpose. The University Police and the University’s outsourced facilities maintenance vendor (SSC – Southeast Service Corporation) shall keep current keys to spaces under current control of the University.

3.3 **Lock Cylinder/Key Replacement**

The Contractor shall be responsible for the cost of re-keying and replacement of lock cylinders according to the University's lock/key procedures as part of the transition/startup process. The Contractor shall be responsible for replacement of lost keys and the cost of re-keying and replacement of lock cylinders required as a result of its negligence and/or loss of keys. The Contractor shall be responsible for all costs associated with changing safe combinations. Lost keys must immediately be reported to the University Representative. The Contractor shall be responsible for collecting campus identification cards from non-student employees prior to separation and turning those cards into the University ID Card system administrator.

3.4 **University Security**

The University shall provide the Contractor with campus protection and security services currently available to the bookstore area, such as night patrol, door checks, security consulting, call response, etc. This service shall not include armored car service.

If the Contractor requires additional security, it shall be provided by, or coordinated through the University Police for which the Contractor agrees to pay prevailing charges. In addition to police staff, the Contractor may supplement with additional supervisory staff. No other security staff may be employed by the Contractor without approval of the University Representative. The Contractor shall follow the University's policies in dealing with improper conduct on University property, and shall report all incidents to the University Police. Emergency calls shall be reported as promptly as possible to the University Police with notification of incident to University Representative.

3.5 **Safety Requirements**

All material, equipment, and supplies provided by the University and the Contractor must comply fully with all safety requirements as set forth by Texas Administrative Code, all applicable OSHA Standards, and System/University policies.
During the course of this Contract, the Contractor is fully liable for public and private protection while work is in process at any site identified as a potential hazard. The Contractor must provide prominently displayed warning devices and/or signs that are in compliance with the aforesaid safety regulations.

All hazardous conditions, physical surroundings, and equipment, or fire shall be reported immediately to the University Police and the University Representative. The Contractor will follow verbal reports with written reports within twenty-four (24) hours listing details of the posed hazard.

The Contractor shall institute an aggressive program of accident prevention and safety education. All injuries and accidents are to be reported to the University Representative the day they occur.

During the term of this Contract, the Contractor is responsible for any citations, violations, and fines.

### 3.6 New Contractor Access

A new Contractor shall have access to the premises at reasonable times, as determined by the University Representative, prior to the termination or expiration of the present Contract. The University Representative shall determine and coordinate required arrangements for this access. A new Contractor shall not interrupt or disturb the operation of a present Contractor.

### 4.0 STUDENT EMPLOYMENT

The University expects the Contractor to employ as many students as feasible for all positions resulting from their Contract. Recruitment, salary, and conditions of employment shall be in keeping with policies of employment for student workers in other comparable campus jobs. First priority for part-time employment must be given to registered University students. A salary increase program shall be developed which recognizes merit and length of service, and is consistent with the University student wage classification system.

With the University commitment to student learning through its student employment program, the Contractor is encouraged to develop and implement a student manager program that includes a management-training program and opportunities for academic credit internships.

### 5.0 STUDENT EMPLOYEE HOURS

It is recommended that student employees shall be limited to working a maximum of nineteen (19) hours per week during the academic term. Exceptions of an individual student basis must be obtained in writing from the University Representative. Longer work weeks may be scheduled during recess periods and during the summer months.
6.0 **STAFF LISTING**

The Contractor shall supply the University Representative with a complete list of employees, supervisors, and management by assigned work area and including hourly rates, wages, and projected bonuses or incentives at the start of this Contract and when requested by the University Representative.

7.0 **ORIENTATION AND TRAINING**

The Contractor shall provide a thorough orientation and on-going training for its employees at the Contractor’s expense. A special emphasis should be made to ensure that student employees, including international student employees who may be learning English as a second language, are provided adequate orientation and training, especially safety training. A copy of the proposed annual training schedule and program should be provided to the University Representative at the start of this Contract and on the Contact anniversary date each year.

8.0 **PARKING FEES AND EMPLOYEES IDENTIFICATION CARDS**

Employees of the Contractor who intend to park their personal vehicles on campus are required to purchase a campus-parking permit for any Contractor-owned or operated vehicles parked on campus. Employees of the Contractor are also required to obtain a University identification card.

9.0 **CONTRACTORS RESPONSIBILITIES**

9.1 The Contractor shall provide all labor and equipment necessary to furnish the goods or perform the service. All employees of the Contractor shall be a minimum of 17 years of age and experienced in the type of work to be performed. No visitors, wives, husbands, children or other relatives of the Contractor’s employees will be allowed on state property during work hours, unless they are bona fide employees of the Contractor.

9.2 The Contractor shall be responsible for the maintenance of all equipment except that which is fixed, real property, installed as part of the building. The Contractor shall return to the University in the condition in which it was received, normal wear and tear expected; or casualty, due to fire, flood, or other unavoidable occurrences, or due to theft by non contractor employees and without negligence on the part of the Contractor. In the event that the University owned equipment must be replaced due to ordinary wear and tear or for improvement of the operation unless otherwise agreed between the parties, the Contractor will be responsible for such replacement costs. Replacement of equipment, which is fixed, real property will be the responsibility of the University.
9.3 The University shall provide heat, water, electricity, and air conditioning and the Contractor will be billed accordingly. The University shall not be liable for any loss that may result from the interruption or failure of any such utilities or services. The Contractor may specify reasonable utility requirements that the University shall provide. However, the University shall be required to provide or pay for the installation of additional electrical lines, plumbing, drains, fans, duct work, etc. the provision of which shall be the sole responsibility of the Contractor (only with prior written consent of the University).

9.4 The Contractor shall provide the bookstore operation during the mutually agreed hours and maintain adequate service to the students and other clients as necessary and appropriate. Service hours shall be determined in advance of the semester, but may, in unusual circumstances, be adjusted during the semester upon mutual written agreement of the parties.

9.5 The Contractor represents, warrants and agrees to maintain clean, orderly, and sanitary conditions (satisfactory to the University in all respects) in the bookstore area and loading dock.

9.6 The Contractor assumes the risk of loss or damage to inventory, equipment, and other properties while in transition to or from the bookstore operation or within the premises for operation. This includes all risk of loss of monies. It also includes inventory, theft, and robbery.

9.7 The Contractor must report any hazardous condition and all items in need of repair.

9.8 If the Contractor desires the use of the University’s facilities maintenance outsourced vendor (SSC – Southeast Service Corporation) services for services beyond the Contract term, such services shall be billed to the Contractor at the University normal rates. The Contractor shall be responsible for any repairs or similar service calls made by the University maintenance (or outside contractors) due to the negligence of the Contractor or its employees due to equipment abuse.

9.9 The Contractor shall comply with all federal, state, and local laws, statues, ordinances, rules, and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Contract including, if applicable, workers’ compensation laws, minimum and maximum salary and wage statues and regulations, and licensing laws and regulations. When required, the Contractor shall furnish the University with satisfactory proof of its compliance.

9.10 The Contractor shall agree to cooperate with the University Police Department concerning the enforcement of the University regulations.
9.11 Appropriate licenses, certificates, or other permits shall be obtained by the Contractor. The Contractor must advise the University of any action proposed or of any final action taken to revoke, suspend, or take any other disciplinary action in connection with a license, certificate or other permit that the Contractor or subcontractor is required to have in order to perform under this Contract, and to inform the University whether a license, certificate or other permit has expired.

9.12 Chemicals, cleansers, materials and supplies shall only be used by the Contractor that meet with the specifications or agreement of the University and/or federal standards.

9.13 The Contractor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for the University.

9.14 The Contractor shall provide the University with monthly operating reports showing revenue earned by cash sales, sales, and participation in events.

9.15 The Contractor shall provide, at its expense, all necessary computers, printers, facsimile machines, general office supplies, and photocopiers including all necessary paper and supplies. Computers must be compatible with campus hardware and software standards and with the University network to ensure access to: e-mail communication; reservations/catering software programs; and electronic access system reports and information; etc. The Contractor is also responsible for payment of any and all University annual computer network connection fees for their computers and printers.

9.16 The Contractor shall provide at their cost any and all time clocks or time keeping systems needed for their employees, and cover the cost of any necessary telecommunications equipment or charges.

9.17 The Contractor shall be responsible for the sorting of recycling at the bookstore area and the placement into the appropriate recycling and/or waste collection dumpsters. The University shall pay for the off-premise removal of recycling and/or waste materials. Any change in the removal schedule, frequency, or methods shall be mutually agreed upon between the Contractor and the University Representative.

10.0 RESPONSIBILITIES OF THE UNIVERSITY

The University shall assume responsibility for expenses or provision for services related to the following (as well as any other responsibilities specifically enumerated with this RFP):

10.1 The University shall make available the University telecommunications and mail services, just as they are available to any department within the University, and the Contractor will be billed accordingly.

10.2 The University shall provide such space as it deems, in its sole opinion, as necessary on the University premises to provide for the operation of the bookstore Services, including reasonable office space for the Contractor's supervisors personnel, office staff, and additional storage.

10.3 The University Police Department shall provide security in the same manner provided as for other University campus buildings; special security services may be provided upon request with the Contractor agreeing to fully reimburse the University for such services. However, 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 without prior consultation with the University Police Department.

10.4 The University shall provide trash garbage receptacles in the vicinity of the operation and shall be responsible for the removal of garbage and trash from these exterior receptacles. The Contractor shall pay a reasonable fee to the University for these services. The Contractor must not dispose of chemicals through these receptacles, or any other method on the University campus, without prior approval of the University.

10.5 The University shall be responsible for the periodic cleaning of windows, ceiling, blinds, and light fixtures as well as the periodic heavy duty cleaning of walls, in front-of-house areas, including offices, on a mutually agreed schedule. The University shall be responsible for the periodic stripping, sealing, and waxing of resilient floors and extraction of carpet in bookstore area.

10.6 The University shall be responsible for pest control within the bookstore area location, the office space and storage room space.

11.0 **SUBCONTRACTORS**

11.1 Subcontractors providing service under this Contract shall meet the same requirements and level of experience as required of the Contractor. No subcontracting under this Contract shall relieve the primary Contractor of responsibility for the service. If the Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:
11.2 Contractors planning to subcontract all or a portion of the work shall identify the proposed subcontractors.

11.3 Subcontracting shall be at the Contractor’s expense.

11.4 The University retains the right to check subcontractors background and make a determination to approve or reject the use of submitted subcontractors.

11.5 The Contractor shall be the only contact for the University and subcontractors. The Contractor shall list a designated point for all the University and subcontractor inquiries.

12.0 PERFORMANCE MEASURES: Proposers must demonstrate that they possess the following qualifications but not limited to:

12.1 COMPENSATION AND FEES
   12.1.1 Annual commission to the University for each year of this Contract must be stated
   12.1.2 Describe explanation of compensation by category
   12.1.3 Describe in detail any additional considerations, programs or other benefits to the University
   12.1.4 Financial amount respondent is willing to invest in capital expenditures to include service area.

12.2 COMPANY INFORMATION
   12.2.1 Royalties/Commissions offered to the University
   12.2.2 Contingency Fund/Equipment Replacement-Upgrades
   12.2.3 Accountability
   12.2.4 Demonstrated Financial Strength
   12.2.5 Insurance Coverage, Financial Ratings, and other financial factors
   12.2.6 Capabilities and evidence of successful and satisfactory bookstore operations
   12.2.7 Names of top management and key employees and define duties
   12.2.8 Subcontract roles, responsibility, and qualifications
   12.2.9 Company description
   12.2.10 Ownership
   12.2.11 Physical address
   12.2.12 Mailing address
   12.2.13 Other company locations
   12.2.14 Telephone and facsimile numbers
   12.2.15 E-mail address of company’s primary contact
12.3 **PROPOSED SERVICES**

12.3.1 Marketing and support for campus events/occasions/services
12.3.2 Advertising and customer communications
12.3.3 Respondents management structure
12.3.4 Personnel, staffing, and training
12.3.5 Customer service training and use of appropriate assessment to determine customer satisfaction and quality assurance.
12.3.6 Flexibility in changing services to meet customer needs
12.3.7 Concept for meeting diverse needs of students, faculty, staff, administrators, and non-university groups
12.3.8 Used textbook management and marketing
12.3.9 Refund policies
12.3.10 Faculty/staff discounts
12.3.11 Respondents demonstrated awareness of the present trends, and likely future developments in the operation of college and university bookstores, including respondents’ specific and articulate plan of action necessary to keep the University’s Bookstore current and responsive to future industry trends.
12.3.12 Demonstrate Good Faith Effort to subcontract with Historically Underutilized Businesses (HUB) and completion of HUB Subcontracting Plan.

12.4 **EXPERIENCE, QUALIFICATIONS, AND REFERENCES**

Describe services your organization has provided in the past five (5) years that demonstrates your organizations capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities. Include the names of top management and key employees and each person’s duties.
SECTION III
PROPOSAL INFORMATION

1.0 SCHEDULE OF EVENTS: The solicitation process of this RFP will proceed according to the following schedule.

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>April 13, 2015</td>
</tr>
<tr>
<td>Post on the Texas Electronic State Business Daily</td>
<td>April 13, 2015</td>
</tr>
<tr>
<td><strong>Pre-Proposal Conference</strong></td>
<td><strong>April 21, 2015; 1:30PM</strong></td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>April 28, 2015; 12 Noon</td>
</tr>
<tr>
<td>Deadline for Submission of Proposal</td>
<td>May 14, 2015; 3PM</td>
</tr>
<tr>
<td>Expected Contract Start Date</td>
<td>July 1, 2015</td>
</tr>
</tbody>
</table>

2.0 REVISIONS TO SCHEDULE: The University reserves the right to change the dates in the Schedule of Events above upon written notification to prospective Respondents through a posting on the Electronic State Business Daily as an Addendum.

3.0 PRE-PROPOSAL CONFERENCE: A pre-proposal conference is scheduled for **April 21, 2015 at 1:30 P.M. Central Daylight Time. Attendance at the pre-proposal conference is mandatory.** The pre-proposal conference will be held in the University Center, Room 116. Please call the contact name listed in Section III, 5.1 to confirm attendance.

4.0 PROPOSAL REQUIREMENTS

4.1 Submission:

4.1.1 All proposals shall be received and time stamped at Texas A&M University-Texarkana’s Purchasing Department prior to **3:00PM Central Daylight Time** on the date specified in the Schedule of Events. Late proposals will not be considered under any circumstance and will be returned unopened.

4.1.2 Respondents shall submit one (1) original (mark “Original”), (1) reproduced hard copy (marked “Copy”), and (1) CD-ROM or “Jump Drive” (must either be in MS Office Software or Adobe Portable Document - PDF) format copy of the complete proposal. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal.
4.1.3 Proposals must be placed in a separate envelope/package and correctly identified with RFP number, submittal deadline/opening date, and time. If submitting multiple responses, each response must be placed in a separate envelope and correctly identified with RFP number, submittal deadline/opening date, and time. It is the Respondent’s responsibility to appropriately mark and deliver the proposal to University by the specified date.

4.1.4 Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum to the response.

4.1.5 Respondents to this RFP are responsible for all costs of Proposal preparation.

4.1.6 The University will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act, Tex. Gov’t Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14 point font.

4.1.7 Proposals shall be submitted to Texas A&M University-Texarkana by one of the following methods: overnight mail, regular mail, and hand delivery.

4.1.8 Proposals will be opened at Texas A&M University-Texarkana, 7101 University Avenue, Texarkana, TX. 75503. Proposals will be received until the date and time established for receipt, then opened. Only the names of the respondents who submitted proposals will be read. Prices and terms will not be divulged until after the Contract award.

4.1.9 Telephone and facsimile proposals are not an acceptable response to this RFP. All submitted proposals become the property of the University after the RFP submittal deadline/opening date. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by the University.

4.2 **CONTENT:** Listed below is a summary of all information to be included in a Proposal submitted in response to this RFP. The University reserves the right, in its sole judgment and discretion, to waive minor technicalities and error in the best interest of the state. Failure to do so will result in disqualification.
1. **Respondent Information**: Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e., sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant time frames; and name, title, address, telephone number, facsimile number, and e-mail address of Respondent’s primary contact.

2. **Exhibit A - Historically Underutilized Businesses (HUB) Subcontracting Plan**: The HUB Subcontracting Plan (Plan) shall be completed, signed, and returned with the Proposal. Include all subcontractors on the Plan; state whether each subcontractor has been certified as a HUB by the State of Texas; and if certified, provide the most recent date of certification. Complete the remainder of the Plan forms as directed. **Failure to complete and return the Plan with the submitted Proposal will result in rejection of the Proposal.**

3. **Exhibit B – Execution of Proposal**: **Failure to sign and return the Execution of Proposal with the submitted Proposal will result in rejection of the Proposal.**

4. **Exhibit C – Compensation and Fees**: **Failure to complete and return the Compensation and Fee Schedule with the submitted Proposal will result in rejection of the Proposal.**

4.3 **PROPOSED SERVICES**: Provide a detailed description of the proposed bookstore service. Provide separate sections for each service provided.

4.4 **EXPERIENCE AND QUALIFICATIONS**: Describe services your organization has provided in the past five (5) years that demonstrate your organization’s capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the services was provided. Also, provide any experience in providing similar services to public entities. Include resumes for all personnel who will be responsible for the management and day-to-day operations of the products/services solicited in this RFP.

4.5 **COMPENSATION AND FEES**: Provide a compensation schedule for the service to be performed in response to this RFP, including an estimated maximum amount.
4.6 **REFERENCES**: Include a minimum of five (5) references from clients for whom similar services were performed or products were provided. Include project for description, contact names, position, and company name and telephone number for each reference listed.

5.0 **INQUIRIES**

5.1 All inquiries shall be submitted in writing by **April 28, 2015, 12:00 Noon, Central Daylight Time** to:

Mrs. Cynthia E. Henderson  
Director of Purchasing/HUB Coordinator  
Purchasing Department, Central Plant Bldg.  
Texas A&M University-Texarkana  
7101 University Avenue  
Texarkana, TX 75503  
903-223-3053 (Voice)  
903-334-6619 (Fax)  
chenderson@tamut.edu

5.2 Upon issuance of this RFP, besides written inquiries as described above, other employees and representatives of Texas A&M University-Texarkana will not answer questions or otherwise discuss the contents of this RFP with any potential vendor or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this proposal.

6.0 **PROPOSAL SUBMISSION**

6.1 All Proposals shall be received and time stamped at the University prior to **3:00 PM, Central Daylight Time**, on the date specified in the Schedule of Events above. The University reserves the right to reject late submittals.

6.2 Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is the Respondent’s responsibility to appropriately mark and deliver the Proposal to the University by the specified date.

6.3 Telephone and facsimile Proposals will not be accepted.

6.4 Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposals.
7.0 **DELIVERY OF PROPOSALS:** Proposals shall be submitted to the University by one of the following methods:

U.S. Postal Services, Overnight/Express Mail, or hand delivery. Hours for delivery are 8:00 AM to 4:00 PM (C.D.T.); Except on holidays.

8.0 **PROPOSAL EVALUATION AND AWARD:**

8.1 The University shall award a Contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas, as defined by Tex. Gov’t Code, Section 2155.074.

8.2 A committee will be established to evaluate the Proposals. The committee will include employees of the University and other persons invited by the University to participate.

8.3 The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compensation and Fees</td>
<td>50%</td>
</tr>
<tr>
<td>Company Information</td>
<td>10%</td>
</tr>
<tr>
<td>Proposed Services</td>
<td>25%</td>
</tr>
<tr>
<td>Experience, Qualifications and References</td>
<td>15%</td>
</tr>
</tbody>
</table>

100%

8.4 The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. The University may, at its discretion, elect to have the Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of the University and will be extended in writing.

8.5 In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Comptroller of Public Accounts Vendor Performance Tracking System ([http://www.window.state.tx.us/procurement/prog/vendor_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/)) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.
SECTION IV
GENERAL TERMS AND CONDITIONS
(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1.0 SPECIFICATIONS: The services performed shall be in accordance with the purchase specifications herein. The University will decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. The University will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the Contractor.

2.0 AWARD OF A PURCHASE ORDER

2.1 A response to a solicitation is an offer to Contract with the University based on the terms, conditions, and specifications contained in the solicitation. Responses do not become Contracts unless and until they are accepted through an authorized University designee by issuance of a signed Purchase Order.

2.2 Products and services awarded as a result of this RFP may be extended to other Institutions of Higher Education as defined by Section 61.003 Education Code, Government Code Section 2155.134. Other individual institutions may or may not elect to use this agreement.

2.3 This procurement will be conducted in accordance with the State Purchasing Act, Title 10, Subtitle D, Chapters 2151 through 2177, of the Texas Government Code (TGC) and TBPC rules. Any Contract resulting from this procurement shall consist of one (1) document. This document will contain all of the rights and duties of the parties extracted from the relevant terms and conditions of: this RFP (including its attachments, exhibits, supplements, and addenda); the successful Contractor’s proposal; any University request for a Best and Final Offer, and any successful Contractor’s Best and Final Offer.

2.4 Any Contract resulting from this solicitation is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature. The Contract for this procurement shall be governed, construed, and interpreted under the laws of The State of Texas.

2.5 The Contract is void if sold or assigned to another company without written approval of the University. Written notifications of changes to the company name, address, telephone number, etc. shall be provided to University as soon as possible, but not later than thirty (30) days from the date of change.
2.6 Information, documentation, and other material in connection with this solicitation or any resulting Contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the Public Information Act).

3.0 PATENTS OR COPYRIGHTS: The Contractor agrees to protect the University and the state from claims involving infringement of patent or copyrights.

4.0 CONTRACTOR ASSIGNMENTS: The Contractor shall not assign or subcontract the whole or any part of this Contract without the University’s prior written consent. The Contractor may assign its right to receive payment to such third parties as Contractor may desire without the prior written consent of the state, provided that Contractor gives written notice (including evidence of such assignments) to the state thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

5.0 ANTITRUST: The Contractor hereby assigns to the University, any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States 15 U.S.C.A., Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Business and Commercial Code, Section 15.01, et seq. (1967).

6.0 DISPUTE RESOLUTION:

6.1 To the extent Chapter 2260, Government Code, as it may be amended from time to time (Chapter 2260), is applicable to this Agreement and is not preempted by other applicable law the dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein by University and CONTRACTOR or in attempts to resolve any claim for breach of Contract made by CONTRACTOR:

6.1.1 CONTRACTOR’s claim for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, CONTRACTOR must submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. CONTRACTOR’s notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being involved, the date and nature of the event giving rise to the claim, the specific Contract provisions that University allegedly breached the amount of damages CONTRACTOR seeks, and the method used to calculate the damages. Compliance by CONTRACTOR with subchapter B or Chapter 2260 is a required prerequisite to CONTRACTOR’s filing of a contested case proceeding.
under subchapter C of Chapter 2260. Mr. James Scogin, Vice President for Finance and Administration, or such other officer of University as may be designated from time to time by University by written notice thereof to CONTRACTOR in accordance with the notice provisions in this Agreement, shall examine CONTRACTOR's claim and any counterclaim and negotiate with CONTRACTOR in an effort to resolve such claims.

6.1.2 If the parties are unable to resolve their disputes under subparagraph (A) of this Section, the contested case process provided in subchapter C of Chapter 2260 is CONTRACTOR's sole and exclusive process of seeking a remedy for any and all of CONTRACTOR's claims for breach of this Agreement by University.

6.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. The parties specifically agree (I) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University’s or the State of Texas' sovereign immunity to sue, and (ii) University has not waived its right.

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

6.3 Neither the occurrence of an event giving rise to a breach of Contract claim nor the pendency of a claim constitutes grounds for the suspension of performance by CONTRACTOR, in whole or in part. University and CONTRACTOR agree that any periods set forth in this Agreement for notice and cure of default are not waived.

6.4 The designated individual responsible on behalf of University for examining any claim or counterclaim and conducting any negotiations related there as required under section 2260.052 shall be Mr. James Scogin, Vice President for Finance and Administration.

7.0 **DAMAGE CLAIMS:** The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agencies, and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of this Contract.
8.0 **INSURANCE**

8.1 It is the intention of University that the Contractor be an independent contractor and not an employee under this agreement. In order to protect the University from liability, the successful Contractor shall agree to maintain at his/her own cost malpractice insurance in the minimum amount of $1,000,000 to cover activities of the Contractor. All policies shall contain a covenant requiring 30 days written notice to the University before cancellation, reduction, or modifications. All policies shall be primarily and non-contributing with any insurance carried by the University. Upon notification of intent to award, the Contractor shall furnish the University with a certificate of insurance.

Insurance shall be effective and evidence of acceptable insurance furnished to the Owner, prior to commencing any operations under this Contract.

8.2 The Contractor shall obtain and maintain in full force at all times during the term of this Contract insurance coverage naming the State of Texas, acting through University, as an additional insured and loss/payee on its policies described below.

8.2.1 Comprehensive General Liability in the amount of 1,000,000 per occurrence and of 1,000,000 in the aggregate.

8.2.2 Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined limit of 1,000,000 per occurrence for bodily injury and property damage.

8.2.3 If insurance policies are not written for amounts specified above, contractor shall carry Umbrellas or Excess Liability Insurance for any differences in amounts specified. If Excess Liability is provided, it shall follow the forms of the primary coverage.

8.2.4 Each policy of required insurance shall provide for ten (10) days written notice of cancellation to the Owner and include the following provisions. **It is a condition of this policy that the Company shall furnish written notice to Texas A&M University-Texarkana, 7101 University Avenue, Texarkana, TX 75503 ten (10) days in advance of any reduction in, or cancellation of this policy.**

9.0 **ABANDONMENT OR DEFAULT:** If the Contractor defaults on this Contract, the University reserves the right to cancel this Contract without notice and either re-solicit or re-award this Contract to the next best responsive and responsible respondent. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless
the specification or scope of work is significantly changed.

10.0 **RIGHT TO AUDIT:** The Contractor understands that acceptance of funds under this Contract, acts as acceptance of the authority of the State Auditor’s Office, University, or any successor agency, to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. The Contractor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

11.0 **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Responses may include proprietary or confidential information. The University will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.

12.0 **TERMINATION:**

12.1 Termination with Default: The University may terminate this Contract immediately for default by providing written notice to the Contractor of such termination if the Contractor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of this Contract. In the event of termination for default, the University shall have all remedies against the Contractor as provided by law and equity.

12.2 Termination Without Default: The University may at its option and discretion terminate this Contract at any time, for any reason whatsoever, by giving a written notice (the **Notice of Termination**) to the Contractor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work as set forth in the notice.

12.3 In the event of termination by the University, the Contractor shall be governed by the terms and conditions, and shall perform the acts as outlined in the following Section entitled **IMPLEMENTATION OF TERMINATION**.

12.3.1 Implementation of Termination: The Contractor shall terminate all work under this Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work (and be compensated only for such work) as may be necessary as determined by this Contract Administrator to preserve the work in progress and to protect materials, buildings, and equipment.
12.4 In the event of termination by the University, the University shall pay the Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work, in accordance with the prices included in the Contractor’s bid less all partial payments made on account prior to the effective date of termination or reduction in the scope of work.

12.5 Termination by the Contractor: If for any reason, the Contractor desires to terminate this Contract, he may do so upon giving sixty (60) days written notice to the University.

12.6 In the event of termination by the Contractor, the Contractor shall be governed by the terms and conditions, and shall perform the acts as outlined in the preceding section entitled Implementation of Termination.

13.0 **SUBSTITUTIONS:** Substitutions are not permitted without the written approval of the University.

14.0 **TAXES:** Purchases made for State uses are exempt from Texas State Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to the University.

15.0 **PUBLIC DISCLOSURE:** No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of the University.

16.0 **CHILD SUPPORT:** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, share-holder or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an Agreement to provide property, materials, or services until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this Contract bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

17.0 **DEBITS OR DELINQUENCIES:** Pursuant to Section 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward certain debts or delinquencies that Contractor 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.

18.0 **FRANCHISE TAX CERTIFICATION:** If Contractor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Contractor certifies that it is not currently delinquent in the payment of any franchise taxes or that Contractor is exempt from the payment of franchise taxes.
19.0 **COMPENSATION FOR PREPARING BID SPECIFICATIONS:** A state agency may not accept a bid or award a Contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or Contract is based. The *Texas Government Code* requires the following statement: **Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.**

20.0 **BUY TEXAS:** With respect to all goods purchased pursuant to this Agreement, Contractor represents and warrants that goods produced in Texas will be given preference if the cost and quality are equal to the goods produced outside of Texas.

21.0 **PREVIOUS EMPLOYMENT:** Contractor acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits Texas A&M University-Texarkana from, using state appropriated funds to enter into any employment Contract, consulting Contract, or professional services Contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Contractor is an individual, by signing this Agreement, Contractor certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
EXHIBIT A
Historically Underutilized Business (HUB) Subcontracting Plan

HISTORICALLY UNDERUTILIZED BUSINESS SUBMITTAL REQUIREMENTS
WHEN SUBCONTRACTING IS PROBABLE:

It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing.

Subcontracting opportunities are probable for this RFP for University Bookstore Operations and therefore a HUB Subcontracting Plan (HSP) is required. Failure to submit a comprehensive, acceptable HUB Subcontracting Plan will be considered a material failure to comply with the requirements of the RFP for University Bookstore Operations and will result in rejection of the submittal.

Prepare the HUB Subcontracting Plan in accordance with the attached HUB Subcontracting Plan guide document and submit one copy to Cynthia E. Henderson at the address and by the submittal deadline given in section III, Section 5.1. The HUB Plan shall be submitted as a separate bound document appropriately tabbed for easy reference.

For information regarding the Texas A&M University-Texarkana HUB Program and HUB Subcontracting requirements, please contact Cynthia E. Henderson at 903-223-3053 or via email Cynthia.henderson@tamut.edu.

HISTORICALLY UNDERUTILIZED BUSINESS SUBMITTAL REQUIREMENTS
WHEN SUBCONTRACTING IS NOT PROBABLE:

It is the policy of the State of Texas, the Texas Procurement and Support Services and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing.

Subcontracting opportunities are not anticipated for this RFP for University Bookstore Operations and therefore a HUB Subcontracting Plan (HSP) is NOT required.

However, if a subcontractor will be used to provide University Bookstore Operations, the proposer WILL BE required to make a good faith effort and complete the State of Texas HSP. In the event that you determine you will be using a subcontractor, please contact Cynthia E. Henderson at 903-223-3053 or via email Cynthia.henderson@tamut.edu for assistance in determining available HUB subcontractors and proper completion of the HSP.
HISTORICALLY UNDERUTILIZED BUSINESSES’ SUBMITTAL WHEN NO SUBCONTRACTING PLAN IS REQUIRED BUT A HUB PARTICIPATION PLAN IS REQUIRED:

General Information:

It is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in A&M System contracting and purchasing.

Subcontracting opportunities are not anticipated for this RFP for University Bookstore Operations and therefore a HUB Subcontracting Plan (HSP) is NOT required; however each respondent is required to submit a HUB Participation Plan (see Section III, 4.2, Exhibit A). Failure to submit a comprehensive, acceptable HUB Participation Plan will be considered a material failure to comply with the requirements of the RFP for University Bookstore Operations and will result in rejection of the response.

If a subcontractor will be used to provide bookstore operations, the respondent WILL BE required to make a good faith effort and complete the State of Texas HSP. In the event that you determine you will be using a subcontractor, please contact Cynthia E. Henderson at 903-223-3053 or via email Cynthia.henderson@tamut.edu for assistance in determining available HUB subcontractors and proper completion of the HSP. Respondents are encouraged to submit additional questions regarding the HUB requirements found in Section III, 4.1.2, Exhibit A.

HUB Participation Plan Requirements:

In addition to, and distinct from any HUB Good Faith Effort required by Texas law, the respondent is required to submit a HUB Participation Plan describing in detail how the respondent will commit to attract and use certified HUBs to meet or exceed the State of Texas Disparity Study Goals for all goods and services needed throughout the term of the contract.

Provide a statement as to what percentage of HUB participation you intend to achieve with your University Bookstore Operations.
EXHIBIT B
EXECUTION OF PROPOSAL

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS EXHIBIT WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, the respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.

He or she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contacts.

Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

By signing this proposal, proposer certifies that if a Texas address is shown as the address of the proposer, proposer qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

Under Section 2155.004, Government Code, the Contractor certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

Under TAC, Title 5, Subtitle D, Section 231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that his Contract may be terminated and payment withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the responses. Respondents that have preregistered this information on the TBPC Centralized Master Bidders List have satisfied this requirement. If not preregistered, provide the names and Social Security Number with the Execution of Proposal.

Respondent is in compliance with TAC, Title 6, Subtitle A, Section 618.001, relating to contracting with an executive of a state agency. If Section 618.001 applies, respondent shall provide the following information as an attachment to this response. Name of former
executive, name of state agency, date of separation from state agency, position with respondent, and date of employment with respondent.

Respondent agrees that any payments due under this Contract will be applied toward any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the respondent and to bind the respondent under any Contract resulting from this proposal.

RESPONDENT (Company)

SIGNATURE (Ink)

NAME (Printed)

TITLE DATE

STREET

CITY/STATE/ZIP

TELEPHONE AND FACSIMILE NUMBER

TEXAS IDENTIFICATION NUMBER (TIN)
In the case of a tie between two (2) or more respondents, the award will be made in accordance with preferences as outlined in Rule 1, TAC 113.8. If a tie still exists after review of preferences claimed by respondent, the University will draw lots to break the tie.

Check below if preferences claimed under Rule 1 TAC 113.8

(   ) 1. Supplies, materials, equipment, or services produced in TX/offered by TX bidders
(   ) 2. Agricultural products produced or grown in TX
(   ) 3. Agricultural products and services offered by Texas bidders
(   ) 4. USA produces supplies, materials, or equipment
(   ) 5. Products or persons with mental or physical disabilities
(   ) 6. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
(   ) 7. Energy efficient products
(   ) 8. Rubberized asphalt paving material
(   ) 9. Recycled motor oil and lubricants
(   )10. Products produced at facilities located on formerly contaminated property
(   )11. Products and services from economically depressed or blighted area
To: Texas A&M University-Texarkana
Re: University Bookstore Operation
Ref: RFP No.: 15-051415

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the operation and management of the University Bookstore pursuant to the above-named Request for Proposal upon terms quoted below.

1. Compensation/Financial Schedule:

   Year 1
   Year 2
   Year 3
   Year 4
   Year 5

If compensation is determined by product lines, please provide adequate details to support this schedule.

2. Additional Compensation offered:

   _________________________________________________________________
   _________________________________________________________________
   _________________________________________________________________
   _________________________________________________________________

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Proposers are encouraged to propose additional financial considerations and other benefits to the University. Other innovative or incremental services a proposer wishes to submit will also be encouraged and evaluated for financial compensation. Proposers are also encouraged to give details related to practices on donations/support of student organizations.

3. Compensation terms and payment schedule: Proposer shall identify its compensation terms and compensation schedule with the understanding that the compensation terms shall be negotiated between the University and the selected contractor, and the final agreement of parties shall be documented in a Contract.
1. How is financial aid currently distributed to students?

The Financial Aid department enters the information on the student’s account into our Banner software system used by that department and the Business Office. The Business Office issues book vouchers (3-part form), when needed, that the students use at the Bookstore for books if their aid does not arrive in time for classes. Refund checks are manually issued to students through a process that involves the Business Office and our Accounts Payable departments.

2. Do you have online registration? If so, what software is being used?

Yes, we have online registration using Banner software.

3. Does the University have any revenue history of textbook sales, supply sales, general merchandise sales from the current bookstore provider? (Sales breakdown)

- Yearly (Annual) revenue sales of textbooks - $466,828
- Yearly (Annual) revenue sales of merchandise - $98,838

4. What software is used for financial aid? Is a one card program in place at this time?

Yes, Banner. At the present time, there is currently not a one card program in use on our campus.

5. How are textbook orders currently collected?

Departments are currently ordering books for Fall, Spring & Summer using an on-line form provided by the current bookstore management.

6. Are there any remote locations that need to be served?

We do have a location in Mt. Pleasant, TX (approx. 1.5 hours from our campus) where some of our classes are currently being taught. Online ordering for these students would be advantageous for all parties concerned.

7. Will your bookstore be competing with other textbook bookstores in the area?

Students will be encouraged to use the campus bookstore; however, they have the ability to use other methods such as online ordering (Amazon, etc), and local bookstores, if they so choose.
8. What offices and activities are currently housed in the University Center building?

1st Floor – Food Services/Court, Recreation room, Aerobic/Fitness Facilities, Welcome Center, Student Service areas, Post Office, Eagle Hall

2nd Floor – Staff Offices, Student One-Stop Services

3rd Floor – Classrooms, Staff Offices and Library

4th Floor – Library and Administrative Offices

9. What is the average current rate for utilities and proposed rate for garbage?

The estimated range is $0.87 to $1.15 per the retail area of square footage. This does not include the storage room.

This range can be negotiated as part of the contract process, upon award.

10. Provide information regarding number of data outlets and cable drops for register area?

There is (1) floor box power outlet and (1) floor box with (4) data/voice outlets. The counter top has grommets for power to be connected below the desk area.

11. For clarification purposes, it is the policy of the State of Texas and the A&M System to encourage the use of Historically Underutilized Business (HUBs). Therefore, if you determined that you anticipate any HUB participation by subcontractors (i.e., office supplies, etc), you are requested to provide a statement as to what percentage of HUB participation you intend to achieve and submit that response separately from your Request for Proposal submission.
12. What equipment in the bookstore belong to the current contracted vendor?

   All moveable store fixtures and display cases are owned by the current vendor.

13. What merchandise in the bookstore belong to the current contracted vendor?

   All retail merchandise and supplies are owned by the current vendor and will be sold to any incoming contractor under the terms of the current agreement.

14. Does the University contracted vendor (SSC) provide cleaning in the bookstore for the windows, ceiling, blinds and light fixtures?

   No. The current vendor provides for the cleaning of these items.

15. Does the University contracted vendor (SSC) perform periodic heavy duty cleaning of walls, in front-of-house areas?

   No. The current vendor provides for this type of maintenance.