

REQUEST FOR PROPOSAL

by

The University of Texas at Arlington

for

Selection of a Contractor

to Operate a

University Campus Bookstore

RFP No. UTA2024-006

Submittal Deadline:

March 1, 2024 @ 3:00 P.M. Central Standard Time

Issued: December 13, 2023

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of University

The University of Texas at Arlington (“**UTA**”) or (“**University**”), is a Carnegie Research-1 “Very High Research Activity” institution with more than 100 years of academic excellence and tradition.

It is a comprehensive research, teaching, and public service university whose mission is the advancement of knowledge and the pursuit of excellence.

With a global enrollment of more than 60,000, UT Arlington is the largest university in North Texas. It also has one of the most diverse campus populations in the country. Students come from every state and more than 100 countries, contributing to *U.S. News & World Report* ranking it with the fifth-highest undergraduate ethnic diversity index in the country. UT Arlington is a Hispanic-Serving Institution and is ranked No. 1 in the U.S. for veterans and their families by *Military Times*.

The University has research centers in every discipline and state-of-the-art facilities in Arlington and Fort Worth that enable our faculty and students to help solve the world’s most urgent challenges. Of its 220,000-plus alumni, approximately 65% percent live in North Texas. Their presence helps the University create an annual economic impact of almost \$17.1 billion in the region.

Learn more about our institution at www.uta.edu.

1.2 Background and Special Circumstances

A bookstore (“**University Campus Bookstore**”), currently operated by **Follett**, is located on University’s main campus at 400 Spaniolo Drive Arlington, Texas (“**Campus**”). University’s campus bookstore serves the curriculum needs of our students, as well as the needs of our faculty, researchers, and staff. The bookstore has been independently operated by Follett since [August 1, 1998](#). The existing physical space is approximately 29,000 square feet located at 400 Spaniolo Drive, Arlington, Texas on University’s main campus (“**Premises**”).

Proposers may visit the official campus bookstore website at: <https://www.bkstr.com/texasatarlingtonstore/home>

The bookstore is currently operated with 21 employees in the University Campus Bookstore and 13 employees in the embedded Starbucks. Faculty receives a [10%](#) discount and departments receive a [20%](#) discount.

Gross annual sales for the past four fiscal years (FY) are as follows:

Fiscal Year	Gross Annual Sales
2018 – 2019	\$9,594,860.89
2019 – 2020	\$8,303,326.87
2020 – 2021	\$7,494,672.75
2021 – 2022	\$8,224,186.98
2022 – 2023	\$8,936,696.25

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University's student enrollment, faculty and staff figures are indicated below:

Fall 2022 Semester Enrollment	40,942
Current Number of Faculty and Staff	5,042

1.3 Objective of Request for Proposal

University desires to license space on its main campus for the operation of a bookstore serving University's students, faculty, employees, and staff ("**Campus Community**") and for the convenience of the Campus Community. Through this Request for Proposal ("**RFP**"), University is soliciting proposals from qualified, responsive parties for the license of space for the operation of a bookstore on the main campus. University's goals in this RFP are to:

- Select from the parties responding to this RFP a qualified bookstore operator ("**Operator**") that will both provide University Campus Community with the best possible combination of quality, customer service, and price for the goods and services offered by Operator to University's Campus Community at University's Campus Bookstore; and maximize the financial return to University for Operator's use of the Premises on University's Campus to operate University's Campus Bookstore; and
- Enter into an agreement ("**Agreement**") with Operator to license the Premises for the operation of University's Campus Bookstore for an initial term of seven (7) years, with University having the right to extend the Agreement for up to two (2) additional periods of five (5) years each. The Agreement will, in the sole discretion of University. **Note:** In accordance with the policies of The University of Texas System, University requires that the compensation structure under any agreements resulting from this RFP not include a payment based on a percentage royalty directly tied to the sales of Academic Materials. "**Academic Materials**" means any and all printed, digital, compiled or computer-generated educational materials, including books, whether sold or rented, that a student is required or recommended to use in connection with an educational course offered by University on its campus.

1.4 Existing Agreements

University has separate contracts ("**Third Party Contracts**") granting various rights to third parties to sell and/or market services and goods on Campus. The third parties and rights summarized below:

- 1.4.1 Beverage Sales.** Exclusive beverage vending and sponsorship agreement with Pepsi Beverage Company, which is currently scheduled to expire on December 31, 2028.
- 1.4.2 Office Supplies.** Exclusive contracts with Office Depot/Today's Business Solutions and Staples/Summus Industries as on-line vendors for University's office supply purchase program.
- 1.4.3 Snack Vending.** Exclusive contract with Compass Group Inc (Canteen Vending Services Division) for the operation of snack vending machines on the Campus, currently scheduled to expire on April 30, 2024.
- 1.4.4 Food Services.** Non-exclusive contract with Compass Group USA, Inc. (Chartwells Division) for the sale of retail food products on the Campus that expires May 13, 2026, with an option to extend the term for 5 years.
- 1.4.5 Graduation Regalia and Merchandise.** Exclusive graduation merchandise agreement with Jostens, which is currently scheduled to expire on August 31, 2024 with an option to extend the term for up to 2 years.

1.5 Discounted Microsoft Software.

University participates in a System-wide agreement with other member institutions of The University of Texas System for purchasing discounted *Microsoft*® software products. University reserves the right to determine which software products the selected Proposer will offer for sale in University's Campus Bookstore and to limit to whom and on what terms such software shall be made available, so University complies with its obligations under any and all applicable licensing and related agreements. Currently University contracts with a third-party provider to sell discounted Microsoft Software electronically to students, faculty and staff.

1.6 Public Information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the [Texas Public Information Act](#) (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed.

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals until 3:00 p.m. Central Standard Time (CST), on March, 1, 2024 (**Submittal Deadline**).

2.2 RFP Contact Information and Questions

2.2.1 The contact for this RFP:

Nancy Czarowitz
Contract Specialist
Email: czarowitz@uta.edu

2.2.2 University instructs interested parties to restrict all contact and questions regarding this RFP to written communications delivered (i) in accordance with this Section on or before 5:00 PM CST, January 30, 2024 (Question Deadline).

University will provide responses as soon as practicable following the Question Deadline. University intends to respond to all timely submitted questions. However, University reserves the right to decline to respond to any question.

2.3 Criteria for Selection

The successful Proposer ("**Operator**"), if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University and the Campus Community in terms of (1) services to the Campus Community, (2) total overall compensation to University, and (3) bookstore operations expertise.

The evaluation of proposals and the selection of Operator will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

Criteria to be considered by University in evaluating proposals and selecting Operator, will be these factors:

2.3.1 Threshold Criteria Not Scored

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

2.3.2 Scored Criteria

2.3.2.1 Financial Consideration to the University (25%);

2.3.2.2 Reputation of Proposer and of Proposer's Goods and Services (15%);

2.3.2.3 Quality of Proposer's Goods and Services (20%);

2.3.2.4 Extent to which the Goods and Services meet the needs of University and its students, faculty, employees, and staff (20%);

2.3.2.5 Proposer's past relationship with University (5%);

2.3.2.6 Any other consideration (non-monetary) provided to University by Proposer in consideration for the right to use space and operate a bookstore on the Campus. (10%); and

2.3.2.7 Any other relevant factors that a private business entity would consider in selecting a vendor (5%)

Pursuant to [§361.965\(d\), Health and Safety Code](#), University will give preference to a Proposer that demonstrates a program to recycle computer equipment of other manufacturers, including collection events and manufacturer initiatives to accept computer equipment labeled with another manufacturer's brand (ref. **Section 5.3.5**).

2.4 Key Events Schedule

Date RFP Issued	December 13, 2023
Mandatory Pre-Proposal Conference (ref. Section 2.6)	January 9, 2024 at 9:30 a.m. CST
Optional Site visit (ref. Section 2.7)	Following Mandatory Pre-Proposal Conference
Question Deadline (ref. Section 2.2)	January 30, 2024 at 5:00 p.m. CST
Submittal Deadline (ref. Section 2.1)	March 1, 2024 at 3:00 p.m. CST

2.5 Intentionally Omitted.

2.6 MANDATORY Pre-Proposal Conference_

University will hold a **mandatory** Pre-Proposal Conference at 9:30 a.m. CST on January 9, 2024. Attendance may be in-person or via Microsoft Teams. The in-person meeting will take place in the downstairs conference room of the Finance & Administrative Annex (215 W. Main St., Arlington, 76010). The Pre-Proposal Conference will allow all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

Proposers who wish to join the meeting via Microsoft Teams can use the Join Microsoft Teams Meeting hyperlink below. Proposers are encouraged to test the link and their connectivity prior to the meeting. Proposers also may call-in by dialing the phone number provided below and using the Conference ID when prompted.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 267 326 563 640

Passcode: DqZ2ck

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

[+1 817-502-2418,,107458770#](#) United States, Fort Worth

Phone Conference ID: 107 458 770#

[Find a local number](#) | [Reset PIN](#)

University is not responsible for a Proposers inability to connect to the call for any reason.

2.7 **NON-MANDATORY Site Visit**

A guided tour of University's Campus Bookstore will only be available following the Pre-Proposal Conference mentioned above in Section 2.6. This will include a tour of the Bookstore and the kiosk located in College Park Center.

Proposers will be responsible for providing their own transportation from the Finance & Administrative Annex to the University Bookstore and from the Bookstore we will walk to College Park Center.

This may be the only opportunity for potential Proposers to view the Premises before the submittal of Proposals. Proposer should e-mail its RSVP to the individual listed in **Section 2.2.1**.

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Proposal Submission Requirements

Proposer must submit one (1) complete copy of its *entire* proposal submitted through University's online Procurement Portal at: www.bidnetdirect.com//arlington, on or before the Submittal Deadline (ref. **Section 2.1** of this RFP). An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of the submitted copy of the proposal.

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1**).

Submissions will be accepted only through the Bidnet RFP portal. University **will not** accept proposals submitted by paper, telephone, facsimile transmission, or electronic mail (i.e., e-mail) in response to this RFP.

Proposers must register for a free Proposer account at: www.bidnetdirect.com//arlington which will be required when you prepare a submission.

3.2 Proposal Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of **one hundred eighty (180)** days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.3 Terms and Conditions

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

3.3.1.1 Additional Questions and Operational Requirements (ref. **Section 5**);

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

3.3.1.3 Notice to Proposer (ref. **Section 2**).

3.4 Submittal Checklist

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

- 3.4.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.4.2 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.4.3 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.4.4 Signed and Completed Proposer's Financial Proposal (ref. **Section 6** of **RFP**)
- 3.4.5 Documentation requested in **APPENDIX FOUR**, Access by Individuals with Disabilities
- 3.4.6 Responses to questions and requests for information in **APPENDIX FIVE**, Electronic and Information Resources Environment Specifications.
- 3.4.7 Responses to questions and requests for information in **APPENDIX SIX**, Security Characteristics and Functionality of Contractor's Information Resources.
- 3.4.8 Information requested in **APPENDIX SEVEN**, Information Security Application Risk Assessment.
- 3.4.9 Completion of **APPENDIX TWELVE**, Scope of Work Objections
- 3.4.10 Information requested in Section 5.4.18

SECTION 4

GENERAL TERMS AND CONDITIONS

A Sample Agreement will be provided at a later point in the RFP process.

SECTION 5

ADDITIONAL QUESTIONS AND OPERATIONAL REQUIREMENTS

5.1 General

Minimum requirements and operational requirements, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3**, **Operator** means the successful Proposer.

5.2 Minimum Requirements

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

5.2.1 Proposer must have a minimum of ten (10) years' experience operating a campus bookstore on higher education campuses.

5.3 Additional Questions Specific to this RFP

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

5.3.1 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the "Access by Individuals with Disabilities" language that is set forth in **APPENDIX FOUR, Access by Individuals with Disabilities**. If Proposer objects to the inclusion of the "Access by Individuals with Disabilities" language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all reasons for Proposer's objection. **NOTE: A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.**

5.3.2 In its proposal, Proposer must respond to each item listed in **APPENDIX FIVE, Electronic and Information Resources ("EIR") Environment Specifications**. **APPENDIX FIVE** will establish specifications, representations, warranties, and agreements related to the EIR Proposer is offering to provide to University. Responses to **APPENDIX FIVE** will be incorporated into the Agreement and will be binding on Operator.

5.3.3 Proposer is required to submit detailed answers to questions in **Section 3 of APPENDIX ONE, Proposer's General Questionnaire**.

5.3.4 By signing the Execution of Offer (ref. **Section 2 of APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission ("**TEC**"), including, among other things, providing TEC and University with information required on the form promulgated by TEC and set forth in **APPENDIX ELEVEN**. Proposer can learn more about these disclosure requirements, including the applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php. **The Certificate of Interested Parties must only be submitted by Operator upon delivery to University of a signed Agreement.**

5.3.5 In accordance with [§361.965\(d\), Health and Safety Code](#), Proposer must demonstrate whether it has a program to recycle the computer equipment of other manufacturers, including collection events and manufacturer initiatives to accept computer equipment labeled with another manufacturer's brand.

[UTS165](#) defines "**Information Resources**" as any and all computer printouts, online display devices, mass storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting Data including, but not limited to, mainframes, servers, Network Infrastructure, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), telecommunication resources, network environments, telephones, fax machines, printers and service bureaus. Additionally, it

is the procedures, equipment, facilities, software, and Data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

UTS165 defines “Data” as recorded data, regardless of form or media in which it may be recorded, which constitute the original data necessary to support the business of UT System or original observations and methods of a study and the analyses of such original data that are necessary to support research activities and validate research findings. Data includes, but is not limited to: printed records, observations and notes; electronic data; video and audio records, photographs and negatives):

- 5.3.6 In its proposal, Proposer must respond to each item listed in **APPENDIX SIX, Security Characteristics and Functionality of Contractor’s Information Resources**. **APPENDIX SIX** will establish specifications, representations, warranties and agreements related to the EIR Proposer is offering to provide to University. Responses to **APPENDIX SIX** will be incorporated into the Agreement and will be binding on Operator.

5.4. Operational Requirements

- 5.4.1. The selected Proposer will comply with the operational requirements contained in the Sample Agreement to be provided later in the RFP process or, in the sole discretion of University, operational requirements substantially similar to those contained in the Sample Agreement.

5.4.1.1. Operator will provide the following services to University: All management, labor, equipment, goods, and supplies necessary to provide best-in-class professional full-service bookstore services to Campus Community in accordance with the terms and conditions of this RFP, including but not limited to, the following specifications (collectively, “**Services**”). In completion of the Services, Operator shall conduct retail bookstore operations, at the Premises, for a full range of merchandise and services traditionally found in reputable academic bookstores, including, but not limited to, textbooks, general books, emblematic merchandise, clothing, gifts, technology, jewelry, and custom anthologies of course materials. Additionally, Operator will ensure the Premises are used as a space to create an atmosphere that serves to make the space a year-round destination and promotes connectivity for the Campus Community (e.g., coffee shop, programming activities, makerspace, collaborations with University departments, etc.).

5.4.1.2. In accordance with Texas Education Code 51.9705, University informs Proposers that, “A student of this institution is not under any obligation to purchase a textbook from a university-affiliated bookstore. The same textbook may also be available from an independent retailer, including an online retailer”

5.4.1.3. Operator shall maintain the University Campus Bookstore and adjacent areas in a clean and safe condition at all times and shall not do, or permit anything to be done, on the e University Campus Bookstore premises beyond the scope of the Services unless approved by the University. Contractor shall ensure that all exits remain clear and unobstructed in compliance with the National Fire Protection Association Life Safety Code 101.

5.4.1.4. Modifications to space: Operator shall assume responsibility for all alterations, changes, or modifications to the assigned facilities (i.e., fixtures, partitions, displays, desks, etc.). All such changes must have prior written approval of University.

5.4.1.5. Operator shall provide design consultation to University on applicable aspects of any proposed renovations to the University Campus Bookstore. Any design plans shall be designed and implemented to the satisfaction of University. In designing and completing future renovations and new construction related to the University Bookstore, Operator shall work within University’s requirements, needs, limitations, and master plan. Operator shall work with University and use its best efforts to identify corporate or alternative external funding to financially support any necessary expenses related to future renovations or new construction of the University Campus Bookstore.

- 5.4.1.6. Damage/Repairs: Operator will be responsible for the repair or replacement cost of any damage to retail space caused by the misuse or negligence on the part of its employees or customers, excluding ordinary wear and tear. All damage to retail space shall be reported within twenty-four (24) hours of the occurrence to University Representative. For the purposes of this Agreement, the "**University's Representative**" is University's Executive Director Auxiliary Services, their designee, or their successor in office.
- 5.4.1.7. Custodial: Operator will be responsible for the custodial service, including cleaning supplies, within the Bookstore and shall maintain good, standard housekeeping practices relative to store front windows and other glass, sweeping, mopping of floors, dusting, trash disposal, and keeping aisles free of obstacles.
- 5.4.1.8. Garbage Removal Operator will be responsible for the removal of all dry garbage within the University Campus Bookstore Premises and the disposal of dry garbage in University-provided trash receptacles; maintain closets, caged areas and loading dock facilities adjacent to University Campus Bookstore in clean condition; regularly inspect and remove and dispose of all trash, damaged and discarded inventory items in University-provided receptacles.
- 5.4.1.9. Operator will be responsible for pest control services within the interior and exterior of the University Campus Bookstore no less than once each quarter during each contract year.
- 5.4.1.10. MSDS: Operator shall maintain Material Safety Data Sheets ("MSDS") for any chemicals used or stored within the Bookstore premises. A chemical inventory must be submitted annually to the University Environmental Health and Safety Director.
- 5.4.1.11. Utilities: Operator will be responsible for establishing and paying costs and charges for utility services provided by University, including water, gas, and electric service. Some payments will be made directly to the service provider and some will require Operator to reimburse University for incurred costs.
- 5.4.1.12. Equipment, Furniture, and Fixtures: Operator shall provide all equipment, furniture and fixtures required for the proper execution of bookstore operations. This shall include but not be limited to: office furniture, office equipment, display cases, shelving, cash registers, computers, merchandising units, printers, copiers, etc.
- 5.4.1.13. Operator will be responsible for maintenance and repair of all moveable fixtures and equipment furnished by Operator and all University property or equipment used by Operator for the life of the contract.
- 5.4.1.14. Operator shall provide their own Point-of-Sales ("**POS**") system and terminals.
- 5.4.1.15. Operator shall use a POS system that is compatible with the University's CSGold system. Operator shall be required to purchase, install and maintain CSGold readers to accept the UTA Student ID Card for transactions paid through the College Park Bucks, MavMoney, and Sponsored Student Programs. To learn more about CSGold, contact ugrydteam@cbord.com.
- 5.4.1.16. Operator shall supply and support all computer units, printers, facsimile machines, telephones, and other technology-related equipment commonly utilized to efficiently conduct business as an on-campus university bookstore. In conducting the Services, Operator shall be responsible for all expenses related to network connectivity, including but not limited to, internet and telephone connectivity.
- 5.4.1.17. Operator's POS System shall allow for analysis of market segments and generation of mailing and SMS text message lists.

5.4.1.18. Operator shall ensure the technology available for use in the University Campus Bookstore by both Operator's employees and customers is kept updated to industry standards. Operator shall collaborate with University to ensure the University Bookstore utilizes all reasonable advantages of technology in its retail operations.

5.4.1.19. Operator will be responsible for all taxes that may be assessed to the premises (personal and ad valorem)

5.4.2. Print Textbooks

Operator will have the exclusive right on University's campus to operate a retail location for the sale of textbooks, general books, custom anthologies, and merchandise.

5.4.2.1. Operator must be able to provide sufficient quantities of all textbooks (including new, used and special order) and related supplies and materials. All supplies and materials must be maintained as required or recommended by the faculty members or authorized departmental designees ("**University Textbook Representative(s)**") for University courses, including short-term and fast-track sessions.

5.4.2.2. Operator shall manage the course material adoption process to include soliciting, collecting, and recording of all course materials, storing electronically in such a way that information can be passed to the UTA Student Information System (Canvas) in real-time to comply with any State and Federal legislative requirements for publishing course material information.

5.4.2.3. Operator must ensure that specific editions, selected trade, paperback, reference, academic, technical literature, and other materials and supplies related to courses are available for sale.

5.4.2.4. Operator shall ensure that all such textbooks, educational supplies, and materials related to courses be placed in ample time for the material to arrive prior to the beginning of each semester.

5.4.2.5. Operator shall ensure faculty have access to an online adoption tool that allows them to search for available textbooks and related academic materials and readily determine if such materials are available in an accessible form for students with visual impairments. When a visually accessible format is not readily available for an adopted text, Operator will work with publishers in an effort to provide academic materials in an accessible form upon request.

5.4.2.6. Operator must provide timely responses to customers requiring special order literature and other such materials. Upon request, Operator shall ship adopted out-of-stock textbooks via next day air. All other merchandise shall be shipped in an appropriately expeditious manner. Operator will provide special ordering services for general books. Operator shall pay all freight expense for special ordering services. Operator shall assist customers in locating hard to find and out of print books from both foreign and domestic publishers by using electronic networks, research services and other means to order these titles with maximum speed and efficiency.

5.4.2.7. Operator shall utilize industry standard, competitive and fair pricing structures for new and used textbooks, e-books, paperback books and trade books. To ensure this, all books will be sold by Operator at a price no higher than the publishers' list price, or a 25% gross profit margin on net price books (i.e., net cost divided by .75). Operator's fair pricing policy also applies to used textbooks. All used books including cloth, paperback and others, will be sold at prices not exceeding 75% of the original new textbook selling prices. In addition,

Operator will not sell merchandise at prices exceeding the normal gross profit margin for similar merchandise within the campus bookstore industry.

- 5.4.2.8. Operator shall put forth best efforts to make maximum use of used books and e-books in order to decrease book costs to the Campus Community.
- 5.4.2.9. If University adopts a different type of academic calendar in the future, Operator, as necessary, shall adopt a new applicable schedule for the requisition and ordering process.
- 5.4.2.10. Operator will provide Open Educational Resources (“OER”) whenever such materials exist for each course offered by the University; and offer OER support materials to courses when available.
- 5.4.2.11. If requested by University, Operator shall provide for off-campus sales of textbooks and other educational materials at locations where University off-campus courses are conducted. Any transportation and delivery expenses related to providing such off-campus sales shall be the responsibility of Operator.
- 5.4.2.12. Operator shall exert every effort, working with University and its University Textbook Representatives, to ensure prompt and timely order submission of the books, supplies, and materials for courses offered each semester. In exerting such effort, Operator shall develop and implement promotions and incentive programs to foster timely order submission by University Textbook Representatives for such books, supplies, and materials. Such incentives may include, but not be limited to, the donation of funds for student scholarships in those academic departments whose University Textbook Representatives have submitted the most timely textbook requisitions.
- 5.4.2.13. Operator shall make every effort to ensure that, for all requisitions that are received from University Textbooks Representatives by the specified due date, the products related to such requisitions will be available in the University Campus Bookstore no later than five (5) calendar days prior to the first day courses are conducted. Provided however, that five (5) calendar days prior to the beginning of the semester, in no event shall Operator maintain less than ninety percent (90%) stock of each book and/or educational material properly and timely requested by a University Textbook Representative for such semester. Should the stock for any book or educational material required for a course be depleted or sold out for such course, Operator shall promptly contact all available sources and purchase a sufficient quantity of such book or educational material for inclusion in the University Campus Bookstore’s inventory. In the event a textbook remains out of stock for a period of more than two (2) days after a customer’s request for such book, Operator will provide the customer with an additional ten percent (10%) discount off the purchase price of the textbook that would have originally been paid by customer.
- 5.4.2.14. Operator shall retain textbook stock for a given semester at least thirty (30) days into that term.
- 5.4.2.15. Operator must provide timely reports to faculty on the status of their orders for books, supplies, and other materials for their respective courses, including items determined to be unavailable, delayed in delivery, new editions, etc.
- 5.4.2.16. Operator shall provide a complimentary “desk copy” of textbooks to University faculty who are unable to obtain a desk copy from publisher within a reasonable time period.
- 5.4.2.17. Operator will ensure that efficient, risk-free, customized course anthologies are available for University faculty. Operator shall obtain all copyright clearances to protect University and University's faculty from any copyright, trademark, or intellectual property infringement.

Operator will shall release University and indemnify University for any copyright, trademark, or intellectual property infringement. Gross profit margins for this service shall be comparable to that of new textbooks.

- 5.4.2.18. Operator shall offer for sale University-produced educational materials as specified and requested by University.
- 5.4.2.19. Operator shall provide clear written evidence that University's pricing policies are being followed no more than seven (7) days after such request from University.
- 5.4.2.20. Operator shall issue refunds of purchases in the original form of payment according to the refund policy described herein. If Operator desires to implement a modified refund policy, such policy must be approved by University in writing and must be at least as flexible as the current refund policy of University. University requires that the refund policy must include but shall not be limited to the following:
 - 5.4.2.20.1. Defective course materials shall be replaced at no cost; course materials, in an unused condition, may be returned for full refund within two (2) weeks from the beginning of the semester when such books or course materials were purchased, or anytime within five (5) working days from the date of purchase. For summer terms: full refunds shall be given during the first week of class for each summer term. All other books, supplies, and merchandise (except customized course materials, study outlines and magazines) may be returned if in an unused condition for full refund within seven (7) days. Operator may require that a valid cash register receipt must accompany all requests for refunds or adjustments.
- 5.4.2.21. Operator shall purchase used books from customers based on a time schedule that is practical and convenient to both Operator, Customers, and University. During the traditional University buyback period, Operator shall operate several additional temporary buyback stations on University's Campus that are located apart from the University Campus Bookstore location and convenient to University students. Operator shall consult with University in advance of the buyback periods to obtain written approval of the temporary locations and operating hours for Operator's additional buyback stations.
- 5.4.2.22. Operator shall buy back books from students, whether required for the following semester's courses or not, at the highest possible price. At minimum, however, Operator shall buy back any books students purchase from Operator that will be adopted for the following semester, at a price reflecting at least a fifty percent (50%) discount of the new book-selling price for textbook titles; provided however, that such price may be proportionately less for books that reasonably can be considered in substandard conditions.
- 5.4.2.23. If Operator cannot determine the future use of a book or if the book will not be used in the following semester or will shortly be replaced by a revision announced by the publisher, then Operator must purchase the book at a price determined by a nationally recognized industry guide, such as the National Association of College Stores.
- 5.4.2.24. Operator shall not be obligated to buy back as used books, any books that can be identified by the Operator as complimentary (not for resale) books that publishers provided to faculty members.
- 5.4.2.25. Used course materials will be sold at price not to exceed 75% of the original new textbook selling price.

5.4.3. Digital Course Materials

- 5.4.3.1. University is interested in proposals addressing the growing demand for electronic/digital content of academic material. The program should strive to be as affordable and effective a method of content delivery for students as is possible.
- 5.4.3.2. Operator shall provide a program that allows for digital delivery of course materials.
- 5.4.3.3. Operator shall provide any program that enhances online and interactive teaching and learning programs of University's faculty.
- 5.4.3.4. University uses Canvas as its learning management system, Operator will need to implement a program which can interface with Canvas. Proposer must describe the approach for implementation of the program and if it will be mandatory, optional and/or a phased in approach.

5.4.4. Rentable Materials

- 5.4.4.1. Operator shall provide a textbook rental program with the goal to deliver course materials to students at a discounted price.
- 5.4.4.2. Operator shall provide a list of rentable merchandise that can be rented from the Bookstore (graduation cap and gown, laptops, etc.)

5.4.5. Inclusive Access

- 5.4.5.1. Operator shall provide an "**Inclusive Access**" program that adds the cost of digital course content into student's tuition and fees. The University is interested in expanding this model to additional UT System-approved courses over the duration of this contract.
- 5.4.5.2. Operator shall describe the methodology being used to calculate Inclusive Access savings. Savings shall be calculated on the market price of an equivalent digital product and factor in the increased cost to students who would otherwise purchase used books, print rentals, or used course reserves.
- 5.4.5.3. Operator shall provide an easy and intuitive opportunity for students to opt-out of Inclusive Access. The opt-out process should be very apparent and easy to execute.
- 5.4.5.4. Operator shall timely deliver sufficient reporting in the method specified by the University to satisfy reimbursement of Inclusive Access course materials issued.
- 5.4.5.5. Operator shall publish the individual cost a student would pay for the same Inclusive Access material if the student opts out of Inclusive Access program to purchase materials on their own.

5.4.6. General Merchandise

- 5.4.6.1. Operator will have the right on University's campus to sell computer hardware, electronic peripherals, clothing, jewelry, and other generic University merchandise to the public.
- 5.4.6.2. Operator shall offer quality merchandise to the University's Community under pricing policies that are fair and competitive for like, or similar quality, as compared to other university bookstores and also with retail establishments in the surrounding area.
- 5.4.6.3. Operator will also have the right to use University seal and logo on items such as stationery, soft goods, notebooks, pens, pencils, decals and other manufactured goods traditionally

sold in campus bookstores upon written approval of University for sale in the Bookstore. Operator shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the services described.

- 5.4.6.4. Operator shall provide college students appropriate merchandise such as, but not limited to, college of science lab equipment, architecture and planning equipment, personal protection equipment, college of engineering merchandise, etc.
- 5.4.6.5. Operator shall provide a professional display at outlet locations including athletic events and seasonal pop-ups.
- 5.4.6.6. Operator shall offer a large and varied selection of “soft goods” such as computer supplies, office supplies, personal care items, emblematic apparel, memorabilia and other miscellaneous items that will be desirable and acceptable to the end user.
- 5.4.6.7. Operator shall keep apprised of new merchandise of interest to the University’s Community.
- 5.4.6.8. Operator shall sell merchandise at prices based on markups or margins not higher than the publisher or supplier’s list price, or a 25% gross profit margin on net price books (i.e. net cost divided by .75).
- 5.4.6.9. Operator will support groups and student government organizations interested in holding special sales of merchandise as long as they do not materially impact store sales; however, such special sales must always be held in accordance with all applicable UT System and University policies, procedures, and guidelines.
- 5.4.6.10. Operator shall offer in the University Campus Bookstore distinct lines of athletic and spirit-related apparel, novelty items, and souvenirs displaying University Marks specifically tailored toward University alumni and supporters, or potential supporters, of University athletics (collectively, “**Spirit Goods**”). The inventory of Spirit Goods displayed and sold by the University Bookstore shall include, but shall not be limited to, such items as t-shirts, caps, polo-shirts, sweatshirts, jerseys, banners, shorts, training apparel, sports bags, and backpacks. In addition, the inventory of Spirit Goods displayed and sold by the University Campus Bookstore shall contain a broad variety of merchandise utilizing University Marks on nationally recognized and branded products such as Nike, Reebok, New Balance, Under Armour, Antigua, Puma, and/or Adidas (collectively, “**Co-Branded Spirit Goods**”). Operator shall coordinate and cooperate with University in establishing the line of general Spirit Goods and Co-Branded Spirit Goods to be sold by the University Bookstore.
- 5.4.6.11. Operator will provide a designated spirit section within the University Campus Bookstore specifically designed to sell Spirit Goods. Operator will coordinate with University to establish a sports motif in the spirit section that prominently displays the University’s official colors, University’s athletic-related logos, University sports photographs, banners, and other University athletic-related imagery.
- 5.4.6.12. Operator shall provide a location within the Bookstore for the then-current Graduation Regalia supplier to offer for sale products related to student graduation merchandise.
- 5.4.6.13. Operator shall allow the Graduation Regalia supplier to sell in the University Campus Bookstore an appropriate selection of competitively priced items associated with graduation, including without limitation, (i) graduation announcements; (ii) class rings and gifts; (iii) cap and gown sales and rental services and distribution of same, including a reasonable inventory of Regalia on hand for students who do not order in advance; (iv) graduation invitations (v) and diploma frames.

- 5.4.6.14. Operator shall cooperate with and participate in University Graduation Fair every semester. During the Graduation Fair, Operator shall allow for sale all forms of industry-standard graduation-related merchandise. In-store Operator will be present and available during commencement ceremonies at off-site locations to assist with regalia; At the request of University, Operator shall coordinate with the University Alumni Association and Student Affairs on the Graduation Fair.
- 5.4.6.15. Operator shall offer specialty items such as cups, glasses, banners, plaques, and stickers, and a wide variety of similar specialty items incorporating the University name or logos as pre-approved by University. In addition, Operator shall offer greeting cards, and during holiday periods at University's request, provide gift-wrapping services.
- 5.4.6.16. Operator shall provide location for sales of class rings.
- 5.4.6.17. Operator shall prominently post and display the prices for all merchandise at all times.
- 5.4.6.18. Operator shall have the ability to provide fast-selling items within 2-week turnaround time at the request of campus departments.
- 5.4.6.19. Operator shall provide strong consideration for patronizing campus partners such as eSix sportswear or other preferred licensed vendors when possible.
- 5.4.6.20. Operator shall have the ability to do site-wide or store-wide flash sales.
- 5.4.6.21. Operator shall offer seasonal sales.
- 5.4.7. Official Website
 - 5.4.7.1. Operator shall establish and maintain an official, user-friendly internet website related to the marketing, sale, and promotion of merchandise of the University Campus Bookstore (the "**Virtual University Bookstore**"). Operator's website will meet all legal requirements of accessibility, including visual accessibility, in a manner consistent with the highest industry standards at the time. Operator will obtain University approval on the content, layout and design of the website. Please refer to **Appendix Four**, Access by Individuals with Disabilities.
 - 5.4.7.2. The Virtual University Campus Bookstore shall provide online services such as book order submission, reserve book ordering, status, quantities, and promotional information related to the products available at the University Campus Bookstore.
 - 5.4.7.3. Operator shall provide an internet-based textbook and course material purchasing system to promote reserve book orders and other activities that assist students with book ordering.
 - 5.4.7.4. The Virtual University Campus Bookstore shall interface with University's student registration system (Oracle PeopleSoft) and provide students the opportunity to purchase textbooks online immediately after a student's registration with University. Should a University student wish to purchase textbooks in such a manner, the Virtual University Bookstore shall make available to such student an on-line, pre-populated shopping cart with the required and recommended course materials that correspond to the student's schedule. Such course materials shall then be immediately available for purchase by the student.
 - 5.4.7.5. The Virtual University Campus Bookstore shall allow for discounted merchandise ordering between the University departments and the University Bookstore.

- 5.4.7.6. The Virtual University Campus Bookstore shall provide customers the ability to purchase a wide variety of University-related apparel, memorabilia, and other merchandise online, including but not limited to, a broad range of Spirit Goods and Co-Branded Spirit Goods.
- 5.4.7.7. Operator shall keep an updated inventory of all items for sale on the website.
- 5.4.7.8. Merchandise on website shall be similar to merchandise available in the store.
- 5.4.7.9. Operator shall offer in-store pick up, shipping, and on-campus delivery of items purchased online.
- 5.4.7.10. The Operator shall actively promote and market the Virtual University Campus Bookstore to the University Community and general public, including discount and sale items.
- 5.4.7.11. Operator shall be able to provide site-wide flash sales.

5.4.8. Ancillary Retail Outlets

- 5.4.8.1. Operator will operate an ancillary service outlet, currently Starbucks and Apple Store, within the existing Bookstore building to drive ancillary foot traffic into the store during non-rush times.
- 5.4.8.2. Operator shall operate up to three (3) ancillary pop-up retail outlets within the College Park Center during events to sell non-consumable merchandise.
- 5.4.8.3. Operator must obtain specific written approval from University to modify Retail Outlets.
- 5.4.8.4. Commissions shall be paid to University on all sales generated from Retail Outlets.
- 5.4.8.5. Operator will create an atmosphere within the space that serves to make the space a year-round destination and promotes connectivity for the campus community (e.g. Café, programming activities, makerspace, collaborations with University departments, book signings, etc.).
- 5.4.8.6. Operator shall manage and operate the Retail Outlets as a full-service establishment and for no other purpose on a 12-month basis, with a holiday schedule approved by University. Operator shall, at a minimum, adhere to the hours of service as stipulated below.

Monday-Thursday	7:30 a.m. - 9:00 p.m.
Friday	7:30 a.m. - 5:00 p.m.
Saturday	10:00 a.m. – 4:00 p.m.
Sunday	Closed

Any change of the operating schedule shall be subject to the prior written approval of University. Such approval shall not be unreasonably withheld. During registration periods, the first two weeks of classes, and all special campus events, Operator shall extend hours to meet demand. Operator shall provide additional hours of service in the Retail Outlets during other days and times as is reasonably requested by University.

5.4.9. Other Considerations

- 5.4.9.1. Operator shall provide for efficient customer traffic flow at all times. Operator shall provide additional staff or POS equipment in sufficient numbers necessary to minimize customer traffic flow problems and to maximize customer convenience. During the rush periods, a customer's wait time for check out should be no more than ten (10) minutes. For purposes of this section, the term "rush period" is defined as (i) the two (2) weeks prior to, and the

two (2) weeks following, the start of each University semester; (ii) the week prior to end of the semester; and (iii) the week following the end of each semester. During non-rush periods, a customer's wait time should be no more than five (5) minutes. University reserves the right of final determination if Operator's service is sufficient to satisfy the standards set forth in this section, while taking into consideration any space and facility limitations within the University Campus Bookstore.

- 5.4.9.2. Operator shall comply with ADA requirements necessary to meet the needs of disabled individuals. Please refer to **Appendix Four**, Access by Individuals with Disabilities.
- 5.4.9.3. Operator shall be involved in the academic, cultural, athletic, and social environments of University, taking advantage of opportunities to offer special merchandising such as game-by-game athletic promotions and other assistance based upon University's activities.
- 5.4.9.4. Operator shall offer food and drink products normally sold in a college bookstore upon specific prior approval by University and not in conflict with other existing University contracts, including without limitation, University's current contracts for on-Campus food services and exclusive drink products. Food services contracts currently exist with Compass Group USA through its Chartwells Division for standard food services, Sorrells Enterprises for concessions and Pepsi Bottling Company for drinks. Operator must obtain specific written approval from University to offer for sale, free distribution, or sampling anywhere on the Campus any product that is not included on a retail list pre-approved in writing by University.
- 5.4.9.5. Operator shall provide clear written evidence that University's pricing policies are being followed no less than seven (7) days after such request from University.
- 5.4.9.6. Operator shall immediately withdraw from display or sale any item that University requests Operator not to display or sell.
- 5.4.9.7. Operator shall provide to University, upon request, a written list of Operator's subcontracted suppliers or manufacturers of merchandise to be offered in the University Campus Bookstore. Operator shall ensure that all its suppliers or manufacturers are capable of providing a wide variety of merchandise that will conform with current retail demands of University Bookstore customers. In addition, Operator shall utilize all reasonable efforts to ensure that all such suppliers or manufacturers are socially and environmentally responsible such that no child or sweatshop labor is used in the manufacturing of products sold in the University Campus Bookstore. Operator's subOperator listing shall be subject to University approval.
- 5.4.9.8. Operator shall use its best efforts to be involved in the academic, cultural, and social environment of University's community, taking advantage of opportunities to offer special merchandising and/or assistance based upon University's activities. As requested by University, Operator shall participate in University groups and assemblies such as student focus groups, council meetings, and faculty meetings to keep abreast of current University issues, concerns, and problems related to the University Campus Bookstore. Operator shall reasonably assist and support University student organizations and student activities with respect to the Services. This may include, but is not limited to, the sale of merchandise at cost, and/or donations of merchandise, to student organizations for student-organized events and activities.
- 5.4.10. Reports
 - 5.4.10.1. Contractor shall provide a quarterly report ("**Quarterly Report**") in a form acceptable to University, or before the last day of the month succeeding the end of each accounting

period during the Term of the Agreement. The Quarterly Report shall be based on University's fiscal year, which runs from September 1 to August 31 and shall contain enough detail to satisfy University's verification of all commission payments.

5.4.10.2. The Quarterly Report shall include the following information:

- Gross sales by month reported
- Exclusion from gross sales for each month reported
- Net sales for each months reported
- Royalties, commissions or rent paid to University for each month reported
- Cumulative contract year-to-date information
- A consolidated statement of total operations covered by this Agreement, reported on an accounting period basis and year-to-date basis and itemizing the actual and budgeted sales revenue, inventory costs, labor costs, fringe benefits, payroll taxes, and other expenses.
- Audited annual financial statements and an annual payment statement derived from sales tax reports prepared by a certified public accountant.
- Other information requested by the University.

5.4.11. Management Responsibilities

- 5.4.11.1. Operator shall be completely responsible for the management of all bookstore services it operates under the Agreement. This shall include all bookstore operating costs such as inventory, labor (including management and supervisory) fringe benefits, payroll taxes, sales tax, insurance, telephone equipment and repairs, in-store security, pest control, custodial services, etc.
- 5.4.11.2. Operator's written policies and procedures should be congruent with University's policies and procedures.
- 5.4.11.3. Operator shall be responsible for any and all injury, loss and damage to persons or property caused by or as the result of actions or omissions by Operator's agents or employees. Upon request by University, Operator shall promptly repair to the satisfaction of University, any damage Operator, its employees or agents, cause to University's property. If Operator fails to make such repairs to the satisfaction of University, University, at its option, may repair such damage and Operator shall promptly reimburse University for the cost of such repair upon receipt of a written invoice.
- 5.4.11.4. Operator shall be responsible for the disposition of damaged or surplus books, supplies, tools, materials, and any other damaged or surplus merchandise.
- 5.4.11.5. Operator shall designate a representative to meet with University representatives to discuss improvements, changes, or problems with bookstore operations. Operator shall have one of its corporate representatives available to meet with the University Representative and/or his/her designee(s) on Campus within twenty-four (24) hours after a University request to discuss and resolve issues related to the operation of the University Campus Bookstore.
- 5.4.11.6. Operator shall employ qualified staff, adequate in number, training and experience for the efficient management and operation of the bookstore. Operator shall provide adequate, competent supervision of its employees in the University Campus Bookstore.
- 5.4.11.7. Operator shall ensure that all of its employees, subcontractors and agents adhere to all campus regulations and policies and demonstrate courtesy to all patrons. Operator shall immediately remove from Campus any employee University finds unacceptable in its sole discretion.

- 5.4.11.8. Personnel relations of the Operator's staff shall be the Operator's responsibility, including compliance with all applicable laws and regulations related to the employment of personnel.
- 5.4.11.9. Operator must comply with Equal Opportunity laws regarding employment training, job assignments, promotions, transfers, layoffs, terminations, and rates of pay. Operator must not discriminate against any employee applicant for employment due to race, color, creed, religion, national origin, sex, gender identity, sexual orientation, age, physical ability or marital status.
- 5.4.11.10. Employment policies for Operator's staff must meet the requirements of the Fair Labor Standard Act and all other regulations required by federal or state law. All material relating to personnel policies and procedures must be available for review by University upon request.
- 5.4.11.11. Operator shall maintain twenty-four (24) hour availability of a responsible Operator employee with decision-making authority to be contacted in case of an emergency. Operator shall make available to University Representative and University Police Department at all times an up- to-date schedule with the name and telephone number of Operator's emergency contact employee, or their substitute.
- 5.4.11.12. Operator shall keep University informed about Operator's organizational line of authority for management personnel from the local Operator representative to the representative at the highest corporate level. Operator shall promptly inform University of any changes in Operator's organization.
- 5.4.11.13. Operator will utilize its best efforts to ensure that the individual initially selected as manager ("**Bookstore Manager**") remains at the University Campus Bookstore for a minimum period of one (1) year, provided that, such individual's performance is acceptable to University. Operator will utilize its best efforts to ensure that the Bookstore Manager assigned to the University Bookstore shall not be changed more than once per year unless mutually agreed by University and Operator, and not without (i) at least thirty (30) days advance notice to University; and (ii) the selection of a replacement manager who is acceptable and agreed to by University. Operator shall not allow the position of Bookstore Manager to remain unfilled for a period exceeding thirty (30) days without reasonable justification. Operator shall consult with University regarding all potential transfers of the Bookstore Manager away from the University Campus Bookstore prior to announcing the final decision concerning transfer to such individual.
- 5.4.11.14. The Bookstore Manager shall meet periodically with University Representative and, when requested by University, University deans, academic department chairs, division directors and faculty members,. When requested by University Representative,, Operator's Bookstore Manager and other appropriate University Campus Bookstore employees will attend University staff meetings and other scheduled meetings.
- 5.4.11.15. Operator acknowledges University has the right to (a) require identification from any person on Campus, (b) refuse entry to persons having no legitimate business on Campus, and (c) eject any person refusing to leave peaceably on request. Operator shall cooperate with all authorized University representatives in the exercise of University's rights described in the preceding sentence.
- 5.4.11.16. While on duty, whether on or off the campus, Operator's non-supervisory personnel shall wear uniforms and nametags satisfactory to University in all respects.

- 5.4.11.17. In cooperation with appropriate University officials, Operator will develop a plan that is acceptable to University for emergency procedures in the case of fire, theft, and/or other emergencies. Operator will submit such plan to University Representative for approval within sixty (60) days of the Effective Date. Operator will maintain twenty-four (24) hour availability of a responsible Operator employee with decision-making authority to be contacted in case of an emergency. Operator will make available to University Representative and University Police Department at all times an up-to-date schedule with the name and telephone number of Operator's emergency contact employee, or his or her substitute.
- In addition, Operator will immediately notify University of any breach or possible breach of physical or technological security related to the services involving life/safety, any violent crime or crime of dishonesty (e.g., theft) committed by Operator's employees, agents, subcontractors or representatives including but not limited to the immediate notification of the loss of any keys or access control cards. Operator will notify University as soon as reasonably possible (but no more than twenty-four (24) hours) of any other such breach or possible breach of physical or technological security related to the Services.
- 5.4.11.18. Operator shall provide its own loss prevention services and shall cooperate with University in controlling internal security and preventing theft of property belonging to Operator, University, or students. Operator shall be responsible for securing all entrance and exit doors to the University Campus Bookstore facility during any period that the University Bookstore is closed to the public. In connection with University's Police Department, Operator shall create and maintain a security plan for securing the University Campus Bookstore at all times during the term of this Agreement, particularly during textbook buyback periods and other security sensitive events. Without limiting the generality of the preceding sentence, Operator shall, at its expense, install and maintain a theft security system within the University Bookstore. Such security system shall be equivalent in its quality and features with the systems of other major commercial retail bookstores in the Dallas/Fort Worth area and include theft detection systems such as electronic article surveillance, tag alarm systems, CCTV and video surveillance, and/or radio frequency identification systems. Operator shall bear the risks of loss or damage to inventory and Operator's other property while on display or within the University Campus Bookstore premises, or while in transit to or from the University Bookstore, or including, without limitation, all risks of loss of monies, checks, and credit card collections and inventory pilferage, theft, and robbery.
- 5.4.11.19. Operator may not seek to have University's students, faculty, or staff who are suspected of theft arrested by public authorities or prosecuted without prior consultation and approval of University's Representative. Operator will follow the disciplinary guidelines and policies of University.
- 5.4.11.20. Operator shall participate in University's waste recycling and energy conservation programs on the same basis as those programs apply to University departments.
- 5.4.11.21. Parking at the University is by permit only. Operator will be responsible for obtaining and purchasing vendor or daily parking permits from University Parking & Transportation Services for Operator or Operator employee vehicles that will park on University premises or For more information, visit the University's Parking and Transportation Services website at <https://www.uta.edu/pats/parking/contractor-vendor.php>.
- 5.4.11.22. At its expense and at least once each school year, Operator shall complete a customer survey, which polls students, faculty and staff. These results shall be reviewed with University Representative.

5.4.12. Site Improvements

- 5.4.12.1. Improvements to the bookstore made during the term of the contract shall require written approval by the University and become the property of University upon termination or expiration of the Agreement. Operator is encouraged to keep the bookstore refreshed/maintained/renewed on an ongoing basis.

5.4.13. Security Issues

- 5.4.13.1. Operator shall comply with University Police and other University officials in the provision of security for the bookstore. Operator shall maintain security alarms for the bookstore.
- 5.4.13.2. Operator is responsible for providing security training, emergency management training, and for enforcing security policies and procedures as they apply to its staff.
- 5.4.13.3. No illegal drugs or other prohibited substances are allowed on Campus Alcohol consumption or possession is not allowed on the Premises. The University is a tobacco-free campus.
- 5.4.13.4. Operator shall control the distribution of keys to the bookstore with the understanding that the University shall have a master set for emergency use. Should any of the Operator's employees lose assigned keys or jeopardize the security of the facility in any other way, Operator shall be charged for the associated costs requires to rekey the facility.
- 5.4.13.5. Operator is responsible for providing emergency management training and procedure

5.4.14. UTA Athletics

- 5.4.14.1. Operator shall provide the UTA Athletics department with merchandise for athletes at a discount.
- 5.4.14.2. Operator shall provide commission on all merchandise purchased through the utamavs.com website. University shall include a direct link to the Operator's website for the public to purchase Athletic merchandise.
- 5.4.14.3. Operator shall serve as a significant financial partner with UTA Athletics.
- 5.4.14.4. Operator shall share data to help with fan insights and profiling.
- 5.4.14.5. Operator shall carry a significant assortment of UTA Athletics official outfitter, currently Under Armour.
- 5.4.14.6. Operator shall provide on-site gameday merchandise for sale for basketball, baseball, volleyball and other special events.

5.4.15. Marketing/Communications

- 5.4.15.1. Operator shall provide all marketing and communication materials to promote all services of the UTA Bookstore to the public.
- 5.4.15.2. Operator shall present an annual marketing budget and plan to promote the Bookstore to the public.
- 5.4.15.3. Operator shall actively and aggressively market the University Campus Bookstore to the public and will create and maintain a marketing and promotions plan, subject to the prior

approval of University, identifying types of media instruments and a promotion schedule that will be utilized to promote sales through the University Bookstore.

- 5.4.15.4. Operator shall offer frequent special promotions to University students and the University community. Examples of such promotions shall include, but not be limited to the following:
- 5.4.15.4.1. *Faculty Book Signings.* Upon written request by University, Operator shall advertise, promote, and offer for sale publications authored by a University employee, and Operator shall conduct a “book-signing” promotion for such author.
 - 5.4.15.4.2. *General Book Signings.* Book signings promotions with significant authors will be developed in conjunction with University each contract year. Additionally, upon written request by University, Operator will provide and sell applicable books at on-campus events where authors are providing speeches, seminars, or other presentations.
 - 5.4.15.4.3. *Promotions Related to National Culture Heritage Appreciation Events.* Operator shall offer special promotions in conjunction with national heritage events such as African-American History Month, Women’s History Month, Hispanic Heritage Month, and Asian Pacific Heritage Month.
 - 5.4.15.4.4. *Faculty and Staff Appreciation Events.* At least twice per year during the Term, Operator will provide a University faculty and staff appreciation event. At such event, Operator will provide University faculty and staff with the opportunity for private shopping at the University Campus Bookstore during alternative operating hours. During such events, Operator shall solicit feedback from University’s faculty and offer special faculty and staff discounts and other promotional offerings.
 - 5.4.15.4.5. *Student Appreciation Events.* Operator will work with University and University’s Student Government Association to designate student appreciation events during each contract year. At such events, Operator shall solicit feedback from University’s student population and provide University students with special discounts and other promotional offerings, such as donating a percentage of sales to various University-approved student groups. Additionally, at the beginning of each University semester, Operator shall offer special promotional and educational events specifically directed toward University’s incoming student population.
 - 5.4.15.4.6. *Alumni Involvement.* Operator shall use its best efforts to stimulate University alumni support by developing advertising and promotional programs tailored to meet the needs of University alumni groups and to stimulate alumni support. Operator will not, however, correspond directly with University alumni without prior written approval by University.
 - 5.4.15.4.7. *Alumni Appreciation Events.* Operator will work with University and University’s Alumni Association to designate an Alumni Appreciation event at least once during each contract year. At such events, Operator will provide University alumni with special discounts and other promotional offerings.
 - 5.4.15.4.8. *Student Competitions and Sweepstakes.* Operator shall work with University and University’s Student Government Association to develop promotional sweepstakes campaigns and promotional student

competitions with awards to finalists. The University Campus Bookstore will participate in any national or regional student competitions or donation sweepstake campaigns that Operator may be involved in or has created.

5.4.15.5. Operator shall submit to University, for its prior written approval, all proposed major and seasonal promotions, advertising, and advertising concepts concerning the University Campus Bookstore. Operator shall withdraw any advertising from any location or media if University should request that such advertising be withdrawn.

5.4.15.6. Operator shall participate in University's Green Team to promote an environmentally sustainable bookstore operation.

5.4.16. University Responsibilities

5.4.16.1. University shall keep in good order, condition, and repair all common areas outside of the bookstore.

5.4.16.2. University shall provide a main "public telephone number" that can be forwarded to the Operator's phone number of choice.

5.4.16.3. University shall provide Internet and phone access up to the demarcation point; however, Operator shall be responsible for costs associated with all services required for operations under the Agreement.

5.4.16.4. University shall provide public-facing wireless network coverage throughout the publicly accessible areas of the bookstore, including the auxiliary retail location. At no time shall University's public wireless network be bridged with Operator's service provider's network.

5.4.16.5. University's Representative shall provide the manager of the Bookstore with copies of University policies applicable to Operator and its employees. Operator will be informed of any changes to those policies on a timely basis.

5.4.16.6. University shall notify Operator of both estimated and actual enrollment figures.

5.4.16.7. University shall share data as permitted by State and Federal regulations.

5.4.17. Addition or Deletion of Services

Operator agrees University has the right to add services required of Operator during the Term. University and Operator shall, before Operator provides additional services, mutually agree upon the price, in writing. In addition, University has the right to modify, replace, upgrade, or delete services during the Term. Proposers should follow the submission information provided with this solicitation for proposed pricing for work and expenses.

5.4.18 In response to this RFP, Proposer should:

5.4.18.1 Submit a list of any individual objections to the Scope of Work section requirements outlined in **Sections 5.4** with the specific objection individually numbered and described in sufficient detail so University can determine the impact to the Agreement.

5.4.18.2 Describe in detail any improvements, the type of space, and any other necessary utilities, loading facilities, common area facilities, access, or services Proposer requires or desires for its proposed operation of the Bookstore and Ancillary Retail Spaces. If Proposer recommends a different size or configuration for the premises, Proposer must indicate those concepts in Proposer's proposal.

- 5.4.18.3 University recognizes that unique improvements may be required by Operator to conduct operations within the Premises. Describe all such improvements or modifications Proposer believes are necessary for the operation of its Bookstore and Ancillary Retail Locations.
- 5.4.18.4 Describe in sufficient detail how Proposer will utilize University store space to o make the space a year-round destination and promote connectivity for the campus community (e.g., coffee shop, programming activities, makerspace, collaborations with University departments, etc.).
- 5.4.18.5 Provide web links and/or screen shots of Proposer's online ordering system for other higher education institutions.
- 5.4.18.6. Describe in sufficient detail any proposal(s) addressing the growing demand for electronic/digital content of academic materials. The program(s) should strive to be as affordable and effective a method of content delivery for students as is possible.
- 5.4.18.7. Describe the methodology being used to calculate Inclusive Access or Equitable Access savings. Savings shall be calculated on the market price of an equivalent digital product and factor in the increased cost to students who would otherwise purchase used books, print rentals, or used course reserves.
- 5.4.18.8. Describe any available program that enhances online and interactive teaching and learning programs of University's faculty and the steps Proposer would take to promote them.
- 5.4.18.9. Describe the financial reporting, POS and inventory tracking system Proposer will use in its Bookstore operation on the University's Campus. Please confirm the system can generated periodic sales reports and indicate if this system is compatible with University's (declining balance) card programs as well as identify additional programs the system is compatible with.
- 5.4.18.10. Describe what additional benefits University can expect if Proposer is selected.
- 5.4.18.11 Currently, Financial Aid is not accepted at the Bookstore. Provide a detailed overview of how you would accept Financial Aid while limiting the amount of University's exposure to additional debt.
- 5.4.18.12. Describe any potential pilot programs or new initiatives not specifically mentioned previously which may be available for implementation at University, if selected.
- 5.4.18.13. Provide a timeline for successful installation of Proposer as the Bookstore Operator. Describe any resources required from University to successfully implement.

SECTION 6

PROPOSER'S FINANCIAL PROPOSAL

Proposal of _____
(Proposer Name)

To: The University of Texas at Arlington

RFP No.: UTA2024-006

Ladies and Gentlemen:

Having examined all the requirements of this RFP (including attachments), the undersigned proposes to provide the following consideration to University:

6.1 Base Use Fee

For each Fiscal Year (defined below) during the Term, Licensee agrees to pay the University the following monthly base use fee with annual escalations:

Payments made monthly for the use of the approximately 29,092 square feet of space (including base fee escalations) proposer would pay University under the Agreement for the use of the campus store premises and/or the opportunity to serve the University Community.

- Starbucks: 1,875 SF
- Bookstore 1st Floor: 15,400 SF
- Bookstore 2nd Floor: 11,717 SF
- College Park Center Mezzanine: 100 SF per kiosk for up to three kiosks

6.1.1 Initial 7 Year Term:

- Fiscal Year 1: \$ _____ (per month)
- Fiscal Year 2: \$ _____ (per month)
- Fiscal Year 3: \$ _____ (per month)
- Fiscal Year 4: \$ _____ (per month)
- Fiscal Year 5: \$ _____ (per month)
- Fiscal Year 6: \$ _____ (per month)
- Fiscal Year 7: \$ _____ (per month)

6.1.2 Extension Terms:

- Fiscal Year 1: \$ _____ (per month)
- Fiscal Year 2: \$ _____ (per month)
- Fiscal Year 3: \$ _____ (per month)

Fiscal Year 4: \$ _____ (per month)

Fiscal Year 5: \$ _____ (per month)

6.2 Signing Bonuses:

6.2.1 **Initial Term:** To support the President's strategic initiatives, a one-time payment Proposer would pay on the execution date of the Agreement.

Payment Amount: \$ _____

6.2.2 **Renewal Term:** A one-time payment Proposer would pay at executing each Renewal Term under the Agreement.

Payment Amount: \$ _____

6.3 Percentage of Sales (Excluding Academic Materials):

For each Fiscal Year during the Term, Licensee agrees to pay to the University a Percentage Royalty for that Fiscal Year:

6.3.1 _____ % of Gross Revenue. The annual amount or formula for calculating the amount of any "Royalty" or "percentage of sales volume" Proposer would propose to pay to University under the Agreement.

6.3.2 \$ _____ Guaranteed Royalty. Proposer's annual percentage of sales guarantee that Proposer would be willing to provide University.

6.4 Capital Investment for Renovations & Computer Systems:

Minimum amount Licensee agrees to allocate for store capital investments and renovations for each Fiscal Year during the Term:

Amount: \$ _____

Note: Fiscal Year means the twelve-month period commencing upon September 1 and ending upon the immediately following August 31.

6.5 **Athletics Website Royalty or Percentage Sales.** The annual amount or formula for calculating the amount of any "Royalty" or "percentage of sales volume" Proposer would propose to pay University Athletics to include a direct link on the UTA Athletics website.

_____ % of Gross Sales that originate from website

6.6 **Advertising and Promotions Budget.** Proposer's budget that would be allocated and expended annually in advertising and promotion expenses to ensure University Bookstore remains competitive in the marketplace and to promote general merchandise sales.

\$ _____ Minimum annual budget to promote merchandise

6.7 **Special Event Merchandise Royalty.** University has three (3) mobile merchandise kiosks ("**Ancillary Pop-Up Retail Outlets**") available for special event merchandise. Proposer shall propose a "Special Event Merchandise Royalty" to University for any merchandise sold through an Ancillary Retail Outlet.

% _____ Ancillary Retail Royalty of gross sales

6.8 Discounts: Proposer should describe all discounts available to University, including educational, federal, state and local discounts.

6.9 Scholarships: The scholarship amount Proposer would be willing to provide to University.

6.10 Describe any other financial benefit(s) or alternative value-add University may realize if University selects Proposer's proposal:

6.11 Provide an alternative proposal package if "**Equitable Access**" was available at the University. Equitable Access is defined as a mandatory fee students pay to have access to all course materials necessary to support their coursework. An opt-out option would be available to students.

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE
PROPOSAL REQUIREMENTS

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SECTION 1

GENERAL INFORMATION

1.1 Purpose

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

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

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

1.2 Inquiries and Interpretations

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

Proposer must acknowledge receipt of all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4 of APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany Proposer's proposal.

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

1.3 Public Information

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

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

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

1.4 Type of Agreement

Operator, if any, will be required to enter into a contract with University in a form that (i) includes terms and conditions substantially similar to the Sample Agreement to be provided later in the RFP process, and (ii) is otherwise acceptable to University in all respects (**Agreement**).

1.5 Proposal Evaluation Process

University will select Operator by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. **Section 2.5.4**). Upon completion of the initial review and evaluation of 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 Operator.

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

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

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

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

1.6 Proposer's Acceptance of RFP Terms

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5 of APPENDIX ONE**), [b] Criteria for Selection (ref. **Section 2.3**), [c] Specifications and Additional Questions (ref. **Section 5**), and [d] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6**), 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 Work; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform Work 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 Work to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer's General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

Proposer should submit all proposal materials through the University's online portal at www.bidnetdirect.com/arlington.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by **Section 2.5**. University will not accept proposals submitted by telephone, email or facsimile transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which reason is acceptable to University.

SECTION 2

EXECUTION OF OFFER

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

- 2.1 Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
- 2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
 - 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.
 - 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.
 - 2.1.5 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 relating to performance of Work.
 - 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
 - 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub, except as expressly provided in the Agreement.
 - 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
 - 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE UNIVERSITY OF TEXAS SYSTEM ("UT SYSTEM"), THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Operator under the Agreement may be applied directly to any debt or delinquency Operator owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
 - 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's 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.
 - 2.1.13 Pursuant to [Chapter 2271, Texas Government Code](#), Proposer certifies it (1) does not currently boycott Israel; and (2) will not boycott Israel during the term of any contract or agreement resulting from this RFP. . Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
 - 2.1.15 Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021))*, Proposer verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
 - 2.1.16 Pursuant to Chapter 2274, *Texas Government Code (enacted by SB 13, 87th Texas Legislature, Regular Session (2021))*, Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.

- 2.1.17 Pursuant to Section 161.0085, *Texas Health and Safety Code (enacted by [SB 968, 87th Texas Legislature, Regular Session \(2021\)](#))*, Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.2 No Benefit to Public Servants.** Proposer 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 proposal. Failure to sign this [Execution of Offer](#), or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
- 2.3 Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
- 2.4 Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.5 Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any contract or agreement resulting from this RFP. **2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of any contract or agreement resulting from this RFP, and any contract or agreement resulting from this RFP may be terminated if this certification is inaccurate.
- 2.6 Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of any contract or agreement resulting from this RFP, and any contract or agreement resulting from this RFP may be terminated if this certification is inaccurate.
- 2.7 Relationship Certifications.**
- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.
 - Proposer has not been an employee of any member institution of UT System in the twelve (12) months immediately preceding the Submittal Deadline.
 - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
 - All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
- 2.8 Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.9 Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
- 2.10 Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this [Execution of Offer](#). All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
- 2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328, §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.12 Conflict of Interest Certification.**
- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
 - Proposer has disclosed any personnel who are related to any current or former employees of University.
 - Proposer has not given, 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 an officer or employee of University in connection with this RFP.
- 2.13 Proposer Certification Relating to Critical Infrastructure.** Pursuant to Chapter 2274, *Texas Government Code (enacted by [SB 2116, 87th Texas Legislature, Regular Session \(2021\)](#))*, Proposer certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the

Proposer held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the *Texas Government Code* (a "designated country") or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Proposer understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Proposer's or its parent company's securities are publicly traded or (2) Proposer or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

2.14 Proposer Compliance and Warranty Relating to Cloud Computing Services. The Texas Department of Information Resources (**DIR**) has established and implemented a state risk and authorization management program providing a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services (**CCSs**) that process (including storing or transmitting) the data of Texas state agencies (**TX-RAMP**). The requirements of TX-RAMP include [Section 2054.0593 of the Texas Government Code, Title 1, Rule 202.77 of the Texas Administrative Code](#), and DIR's TX-RAMP Manual.

Proposer represents and warrants that throughout the term of any Agreement resulting from this RFP it will comply with the requirements of TX-RAMP and that all CCSs subject to TX-RAMP will comply with the requirements of and be certified under TX-RAMP. The CCSs subject to TX-RAMP include those provided by Proposer either through such an Agreement or in furtherance of such an Agreement, including CCSs provided through Proposer's subcontractors or third-party providers. A CCS used in furtherance of an Agreement includes a CCS that Proposer or its subcontractors or third-party providers use to process (including storing or transmitting) University data, even if the University itself does not access or use that CCS.

Proposer's subcontractors or third-party providers responsible solely for servicing or supporting a CCS provided by Proposer or another Proposer subcontractor or third-party provider shall not be required to provide evidence of TX-RAMP certification; instead, Proposer will be responsible for providing such evidence. The list of current TX-RAMP certified CCSs and DIR's TX-RAMP Manual are set forth at <https://dir.texas.gov/txramp>.

Proposer understands and agrees that the University may not enter into or renew a contract with Proposer to purchase CCSs that are subject to TX-RAMP unless Proposer demonstrates compliance with TX-RAMP requirements. Proposer acknowledges that any Agreement resulting from this RFP may be terminated and payment withheld if Proposer does not comply with TX-RAMP or this Section.

Proposer's representations, warranties, and obligations under this Section 2.14 include any CCSs that are identified by Proposer in its response to Option 2 in Section 3.2.5 of Appendix One.

2.15 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation then Proposer's Corporate Charter Number: _____

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 §§4 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

SECTION 3

PROPOSER’S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

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

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

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

- 3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.
- 3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
- 3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.
- 3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).
- 3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.
- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.
- 3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to §231.006, Family Code, and will be used for the purpose of determining whether an owner of

Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)), and other applicable law.

3.2 Approach to Work

- 3.2.1 Proposer will provide a statement of the Proposer's service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFP.
- 3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.
- 3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:
 - 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.
- 3.2.5 Proposer must select, and if necessary complete, one of the following two options regarding cloud computing services ("CCSs"):
 - _____ **OPTION 1:** Proposer represents and warrants that it will not provide any CCSs either through this Agreement or in furtherance of this Agreement, as provided in Section 2.14 of Appendix One.
 - _____ **OPTION 2:** Proposer represents and warrants that it will provide the following CCSs either through this Agreement or in furtherance of this Agreement, as provided in Section 2.14 of Appendix One:

3.3 General Requirements

- 3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.
- 3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

3.4 Service Support

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

3.5 Quality Assurance

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

3.6 Miscellaneous

- 3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.

SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Name)

To: University of Texas at Arlington

RFP No.: UTA2024-006

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial blanks for any Addenda issued).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX TWO
FLOOR PLAN OF BOOKSTORE

See next page



Gensler

1000 Ross Street
Dallas, TX 75202
Tel: 214.746.1000
Fax: 214.746.1001

DATE: 08/20/2024
BY: J. L. [Signature]
PROJECT: [Signature]



PROJECT: UNIVERSITY OF TEXAS AT ARLINGTON
POLYLET COLLEGE BOOKSTORE

PROJECT NUMBER: 24-0001
SHEET: 01

A02.020

PROJECT NUMBER

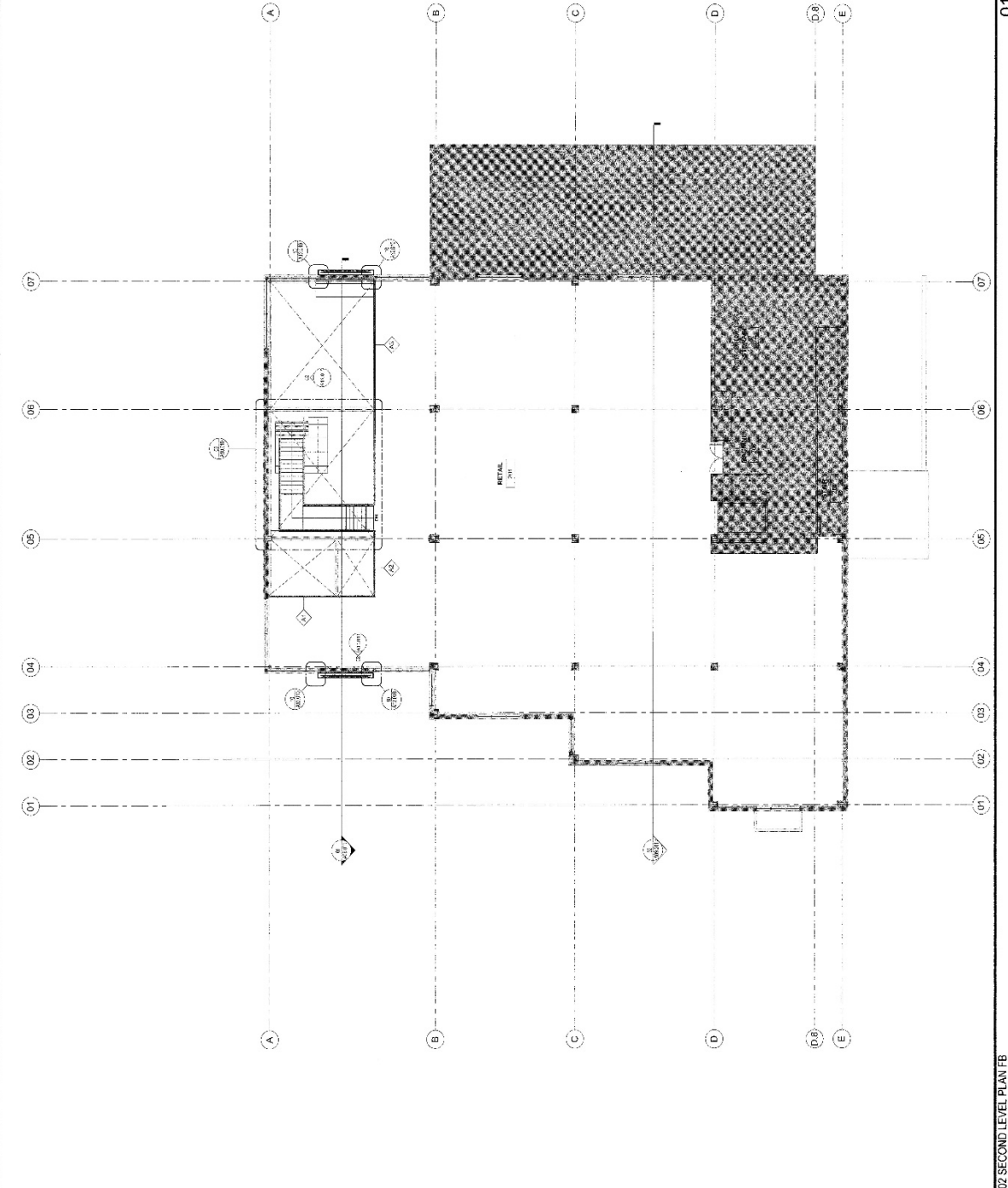
KEYNOTES

LEGEND

- EXISTING FINISHES
- NEW FINISHES
- EXISTING PARTITION SYSTEM
- NEW PARTITION SYSTEM
- DOOR SWINGS
- GLASS ELEVATION
- REFER TO ARCHITECTURE DRAWINGS FOR DETAILS

SHEET NOTES

- 1. ALL FINISHES TO BE IN ACCORDANCE WITH THE UNIVERSITY OF TEXAS AT ARLINGTON POLYLET COLLEGE BOOKSTORE SPECIFICATIONS.
- 2. ALL FINISHES TO BE IN ACCORDANCE WITH THE UNIVERSITY OF TEXAS AT ARLINGTON POLYLET COLLEGE BOOKSTORE SPECIFICATIONS.
- 3. ALL FINISHES TO BE IN ACCORDANCE WITH THE UNIVERSITY OF TEXAS AT ARLINGTON POLYLET COLLEGE BOOKSTORE SPECIFICATIONS.



02 SECOND LEVEL PLAN FB

SCALE: 1/8" = 1'-0"

DATE: 08/20/2024

BY: J. L. [Signature]

PROJECT: [Signature]

APPENDIX THREE

SUMMARY OF GROSS SALES BY DEPARTMENT

See next page

APPENDIX FOUR

ACCESS BY INDIVIDUALS WITH DISABILITIES

Access by Individuals with Disabilities: Contractor represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (**EIRs**) comply with applicable requirements in [1 TAC Chapter 213](#) and [1 TAC §206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Contractor becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement. Contractor will provide all assistance and cooperation necessary for performance and documentation of accessibility testing, planning, and execution criteria conducted by University or University's third party testing resources, as required by [1 TAC §213.38\(g\)](#).

Accessibility Information

Proposer must provide the following, as required by [1 TAC §213.38\(b\)](#):

- A. Accessibility information for the electronic and information resources (EIR)¹ products or services proposed by Proposer, where applicable, through one of the following methods:
 1. URL to completed Voluntary Product Accessibility Templates (VPATs)² or equivalent reporting templates;
 2. accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or
 3. URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract.

If credible accessibility documentation cannot be provided, then EIR shall be considered noncompliant; and

- B. Credible evidence of Proposer's capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

APPENDIX FIVE

ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

The specifications, representations, warranties and agreements set forth in Proposer's responses to this **APPENDIX FIVE** will be incorporated into the Agreement.

University is primarily a Microsoft products environment.

Basic Specifications

1. If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).
 - A. Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
 - B. Operating System and Version:
 - C. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
 - D. Application Server:
 - E. Database:
 - F. Other Requirements: Are any other hardware or software components required?
 - G. Assumptions: List any assumptions made as part of the identification of these environment requirements.
 - H. Storage: What are the space/storage requirements of this implementation?
 - I. Users: What is the maximum number of users this configuration will support?
 - J. Clustering: How does the EIR handle clustering over multiple servers?
 - K. Virtual Server Environment: Can the EIR be run in a virtual server environment?
2. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:
 - A. Describe the audit standards of the physical security of the facility; and
 - B. Indicate whether Proposer is willing to allow an audit by University or its representative.
3. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?
4. If the EIR requires special client software, what are the environment requirements for that client software?
5. Manpower Requirements: Who will operate and maintain the EIR? Will additional University full time employees (FTEs) be required? Will special training on the EIR be required by Proposer's technical staff? What is the estimated cost of required training.
6. Upgrades and Patches: Describe Proposer's strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Proposer's typical release schedule, recommended processes, estimated outage and plans for next version/major upgrade.

Security

1. Has the EIR been tested for application security vulnerabilities? For example, has the EIR been evaluated against the Open Web Application Security Project (**OWASP**) Top 10 list that includes flaws like cross site scripting and SQL injection? If so, please provide the scan results and specify the tool used. University will not take final delivery of the EIR if University determines there are serious vulnerabilities within the EIR.
2. Which party, Proposer or University, will be responsible for maintaining critical EIR application security updates?
3. If the EIR is hosted, indicate whether Proposer's will permit University to conduct a penetration test on University's instance of the EIR.

4. If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be encrypted at rest and in transmittal?

Integration

1. Is the EIR authentication Security Assertion Markup Language (**SAML**) compliant? Has Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR integrate with Active Directory? Does the EIR support TLS connections to this directory service?
2. Does the EIR rely on Active Directory for group management and authorization or does the EIR maintain a local authorization/group database?
3. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University have access to implement logging with University's standard logging and monitoring tools, RSA's Envision?
4. Does the EIR have an application programming interface (**API**) that enables us to incorporate it with other applications run by the University? If so, is the API .Net based? Web Services-based? Other?
5. Will University have access to the EIR source code? If so, will the EIR license permit University to make modifications to the source code? Will University's modifications be protected in future upgrades?
6. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to University.

Accessibility Information

Proposer must provide the following accessibility information for the electronic and information resources (**EIRs**)¹ products or services proposed by Proposer, where applicable, through one or more of the following methods, as required by [1 TAC §213.38\(b\)](#):

- (A) inclusion in its proposal of (or URLs to) manufacturer pages of completed Voluntary Product Accessibility Templates (**VPATs**)² or accessibility conformance reports (**ACRs**)³ for applicable Commercial Off the Shelf products / or services;
- (B) inclusion in its proposal of other documents / forms that provide credible evidence of the Proposer's capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results; or
- (C) inclusion in its proposal of the URL to a web page which explains how to request completed ACRs or VPATs for any product Proposer proposes to provide to the University under any contract resulting from this RFP.

If Proposer cannot provide credible accessibility documentation for an EIR, then the Proposer's EIR shall be considered noncompliant.

¹ Electronic and information resources are defined in [§2054.451, Government Code](#) and [1 TAC §213.1 \(9\)](#).

² A Voluntary Product Accessibility Template is a vendor-supplied form for a commercial off-the-shelf Electronic and Information Resource used to document its compliance with technical accessibility standards and specifications. See [1 TAC §213.1 \(22\)](#). For further information, see this [VPAT document](#) provided by the Information Technology Industry Council.

³ Accessibility conformance reports are an accessibility report of an EIR item's compliance with Section 508 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. §794(d), 36 C.F.R. §1194.1, that is created using a VPAT template. See [1 TAC §213.1 \(1\)](#).

APPENDIX SIX

SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR'S INFORMATION RESOURCES

The specifications, representations, warranties and agreements set forth in Proposer's responses to this **APPENDIX SIX** will be incorporated into the Agreement.

"Information Resources" means any and all computer printouts, online display devices, mass storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting Data including, but not limited to, mainframes, servers, Network Infrastructure, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), telecommunication resources, network environments, telephones, fax machines, printers and service bureaus. Additionally, it is the procedures, equipment, facilities, software, and Data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

"University Records" means records or record systems that Proposer (1) creates, (2) receives from or on behalf of University, or (3) has access, and which may contain confidential information (including credit card information, social security numbers, and private health information (**PHI**) subject to Health Insurance Portability and Accountability Act (**HIPAA**) of 1996 (Public Law 104-191), or education records subject to the Family Educational Rights and Privacy Act (**FERPA**).

General Protection of University Records

1. Describe the security features incorporated into Information Resources (ref. **Section 5.3.4**) to be provided or used by Proposer pursuant to this RFP.
2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.
3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

Complete the following additional questions if the Information Resources will be hosted by Proposer:

4. Describe the monitoring procedures and tools used for monitoring the integrity and availability of all products interacting with Information Resources, including procedures and tools used to, detect security incidents and to ensure timely remediation.
5. Describe the physical access controls used to limit access to Proposer's data center and network components.
6. What procedures and best practices does Proposer follow to harden all systems that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed?
7. What technical security measures does the Proposer take to detect and prevent unintentional, accidental and intentional corruption or loss of University Records?
8. Will the Proposer agree to a vulnerability scan by University of the web portal application that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed? If Proposer objects, explain basis for the objection to a vulnerability scan.
9. Describe processes Proposer will use to provide University assurance that the web portal and all systems that would hold or process University Records can provide adequate security of University Records.
10. Does Proposer have a data backup and recovery plan supported by policies and procedures, in place for Information Resources? If yes, briefly describe the plan, including scope and frequency of backups, and how often the plan is updated. If no, describe what alternative methodology Proposer uses to ensure the restoration and availability of University Records.
11. Does Proposer encrypt backups of University Records? If yes, describe the methods used by Proposer to encrypt backup data. If no, what alternative safeguards does Proposer use to protect backups against unauthorized access?
12. Describe the security features incorporated into Information Resources to safeguard University Records containing confidential information.

Complete the following additional question if Information Resources will create, receive, or access University Records containing PHI subject to HIPAA:

13. Does Proposer monitor the safeguards required by the HIPAA Security Rule (45 C.F.R. §164 subpts. A, E (2002)) and Proposer's own information security practices, to ensure continued compliance? If yes, provide a copy of or link to the Proposer's HIPAA Privacy & Security policies and describe the Proposer's monitoring activities and the frequency of those activities with regard to PHI.

Access Control

1. How will users gain access (i.e., log in) to Information Resources?
2. Do Information Resources provide the capability to use local credentials (i.e., federated authentication) for user authentication and login? If yes, describe how Information Resources provide that capability.
3. Do Information Resources allow for multiple security levels of access based on affiliation (e.g., staff, faculty, and student) and roles (e.g., system administrators, analysts, and information consumers), and organizational unit (e.g., college, school, or department)? If yes, describe how Information Resources provide for multiple security levels of access.
4. Do Information Resources provide the capability to limit user activity based on user affiliation, role, and/or organizational unit (i.e., who can create records, delete records, create and save reports, run reports only, etc.)? If yes, describe how Information Resources provide that capability. If no, describe what alternative functionality is provided to ensure that users have need-to-know based access to Information Resources.
5. Do Information Resources manage administrator access permissions at the virtual system level? If yes, describe how this is done.
6. Describe Proposer's password policy including password strength, password generation procedures, password storage specifications, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

Complete the following additional questions if Information Resources will be hosted by Proposer:

7. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that would have access to the environment hosting University Records to ensure need-to-know-based access?
8. What procedures and best practices does Proposer have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?
9. Describe Proposer's password policy including password strength, password generation procedures, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

Use of Data

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process University Records, or from which University Records may be accessed, to ensure that University Records will not be accessed or used in an unauthorized manner?
2. What safeguards does Proposer have in place to segregate University Records from system data and other customer data and/or as applicable, to separate specific University data, such as HIPAA and FERPA protected data, from University Records that are not subject to such protection, to prevent accidental and unauthorized access to University Records ?
3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of University Records?
4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of University Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render University Records unrecoverable and prevent accidental and unauthorized access to University Records? Describe the degree to which sanitizing and disposal processes addresses University data that may be contained within backup systems. If University data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up University data.

Data Transmission

1. Do Information Resources encrypt all University Records in transit and at rest? If yes, describe how Information Resources provide that security. If no, what alternative methods are used to safeguard University Records in transit and at rest?

Complete the following additional questions if Information Resources will be hosted by Proposer:

2. How does data flow between University and Information Resources? If connecting via a private circuit, describe what security features are incorporated into the private circuit. If connecting via a public network (e.g., the Internet), describe the way Proposer will safeguard University Records.
3. Do Information Resources secure data transmission between University and Proposer? If yes, describe how Proposer provides that security. If no, what alternative safeguards are used to protect University Records in transit?

Notification of Security Incidents

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. Describe Proposer's procedures to isolate or disable all systems that interact with Information Resources in the event a security breach is identified, including any systems that would hold or process University Records, or from which University Records may be accessed.
2. What procedures, methodology, and timetables does Proposer have in place to detect information security breaches and notify University and other customers? Include Proposer's definition of security breach.
3. Describe the procedures and methodology Proposer has in place to detect information security breaches, including unauthorized access by Proposer's and subcontractor's own employees and agents and provide required notifications in a manner that meets the requirements of the state breach notification law.

Compliance with Applicable Legal & Regulatory Requirements

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. Describe the procedures and methodology Proposer has in place to retain, preserve, backup, delete, and search data in a manner that meets the requirements of state and federal electronic discovery rules, including how and in what format University Records are kept and what tools are available to University to access University Records.
2. Describe the safeguards Proposer has in place to ensure that systems (including any systems that would hold or process University Records, or from which University Records may be accessed) that interact with Information Resources reside within the United States of America. If no such controls, describe Proposer's processes for ensuring that data is protected in compliance with all applicable US federal and state requirements, including export control.
3. List and describe any regulatory or legal actions taken against Proposer for security or privacy violations or security breaches or incidents, including the final outcome.

APPENDIX SEVEN

INFORMATION SECURITY APPLICATION RISK ASSESSMENT

1. Documentation that is needed to conduct an Information Security Application Risk Assessment for cloud services is listed below. To speed the process of the assessment, submit the following documentation.
 - a. Texas Risk and Authorization Program (TX-RAMP) certification:
 - i. Level 1 certification is required for non-Confidential Information
 - ii. Level 2 certification is required for mission critical cloud services, or services dealing with Confidential Information
 - iii. A TX-RAMP Provisional certification is acceptable, which allows vendors to conduct business with state agencies while working toward the appropriate certification.
 - iv. See Section 2 below for information on submitting a TX-RAMP certification application
 - b. A completed copy of the Higher Education Cloud Vendor Assessment Tool (HECVAT) - Lite version found on the Educause website [Click Here](#). UTA's Information Security Office (ISO) will evaluate an alternate assessment tool on a case-by-case basis if the vendor is unable to complete a HECVAT. (A current copy of the TX-RAMP security assessment will be acceptable.)
 - c. A SOC 2 Type 2 report or any other third party report to attest to your security practices
 - d. If the application/service deals with PCI information we need proof of PCI certification
 - e. If there are any data exchanges between your application and UTA Systems, please provide details of data transfer, the type of data being transferred, and how the data is being secured in transit.
 - f. For accessibility, a Voluntary Product Accessibility Template (VPAT) document, form 508 for software, or form WCAG for Online Resources. See <https://www.itic.org/policy/accessibility> (Scroll down to the links).
2. Information and Useful links for TX-RAMP:

Vendor link to submit for a Provisional, Level 1 or Level 2 TX-RAMP Certification:

- a. <https://survey.alchemer.com/s3/6510630/TX-RAMP-Vendor-Contact>

If Proposer does not currently have a TX-RAMP certification, please consider applying for the provisional certification as well as the appropriate level TX RAMP Cert. This allows 18 months to get the full TX-RAMP Cert and still conduct business with State Agencies.

- b. Overview for vendors: [https://dir.texas.gov/sites/default/files/2022-01/TX-RAMP Overview Webinar For Vendors.Update.pdf](https://dir.texas.gov/sites/default/files/2022-01/TX-RAMP%20Overview%20Webinar%20For%20Vendors%20Update.pdf).
- c. Texas Department of Information Resources (TX DIR) TX-RAMP Information: <https://dir.texas.gov/texas-risk-and-authorization-management-program-tx-ramp>
- d. TX-RAMP Manual: [TX-RAMP Program Manual v2](#)
- e. TX-RAMP FAQs by the Texas Dept of Information Resources: <https://dir.texas.gov/sites/default/files/2022-01/TX-RAMP%20FAQ.12.30.21.pdf>

APPENDIX EIGHT

CAMPUS MAP

<https://www.uta.edu/maps>

**APPENDIX NINE:
PERFORMANCE BOND**

Surety Bond No. _____

STATE OF TEXAS

§
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____

§

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas as Obligee in the penal sum of _____ (\$_____) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the State of Texas, acting by and through _____, dated _____, 20____, for _____.

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the said contract in accordance with the plans and specifications and contract documents, and shall fully indemnify and save harmless the State of Texas from all cost and damage which the State of Texas may suffer by reason of Principal's default or failure so to do and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event that the Principal is declared in default under the said contract, the Surety will within Fifteen (15) days of the State of Texas' declaration of such default take over and assume completion of said contract and become entitled to the payment of the balance of the contract price. Conditioned upon the Surety's faithful performance of its obligations, the liability of the Surety for the Principal's default shall not exceed the penalty of this bond.

The Surety agrees to pay to the State of Texas upon demand all loss and expense, including attorney's fees, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

Provided further, that if any legal action be filed upon this bond, venue shall lie in the county where the said contract is to be performed.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the said contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the said contract or to the work or to the specifications.

By signature hereon, if the amount of this bond exceeds \$100,000, then the Surety attests that at the time the bond was executed (and Surety shall provide the Obligee with evidence of the following):

- (1) it was a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- (2) had reinsured any liability in excess of \$100,000 by a reinsurer holding a certificate of authority from the United States Secretary of the Treasury.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this _____ day of _____ in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)

Principal

ATTEST:
By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

(SEAL)

Surety

ATTEST:
By: _____

By: _____

(Typed Name and Title)

(Typed Name and Title)

Surety's Texas Local Recording

Surety's Home Office Agent or Servicing

Agent or Resident Agent:

Agent:

(Signature)

Name: _____

(Typed Name)

Title: _____

License No. _____

File No. _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

**APPENDIX TEN:
PAYMENT BOND**

Surety Bond No. _____

STATE OF TEXAS §
KNOW ALL MEN BY THESE

PRESENTS:
COUNTY OF §

That we, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the State of Texas as Obligee in the penal sum of _____ (\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the State of Texas, acting by and through The University of Texas at Arlington, on behalf of the Northeast Texas Telecommunications Network (also known as the Northeast Texas Initiative), dated _____, _____, for _____

(Project No. _____).

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payments to all claimants of all persons supplying labor and materials in the prosecution of the work provided for in said contract, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

In the event that the Principal fails to promptly pay when due persons who have supplied labor, materials, or supplies used in the performance of the said contract, the Surety will, upon receipt of notice from the State of Texas or a claim in the form required by law, satisfy all undisputed balances due, and make arrangements satisfactory to the interested parties to resolve all amounts disputed in good faith, but in no event shall the liability of the Surety for the Principal's failure to promptly pay for labor, materials, or supplies exceed the penalty of this bond.

This Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney's fees, incurred by the State of Texas by reason or on account of any breach of this obligation by Surety.

Provided further, that this bond is made and entered into for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond. If any legal action is filed upon this bond, venue shall be in the county where the said contract is to be performed.

By signature hereon, if the amount of this bond exceeds \$100,000, then the Surety attests that at the time the bond was executed (and Surety shall provide the Obligee with evidence of the following):

- (1) it was a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- (2) had reinsured any liability in excess of \$100,000 by a reinsurer holding a certificate of authority from the United States Secretary of the Treasury.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ in the year _____, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL) _____
Principal

ATTEST:
By: _____

By: _____

(Typed Name and Title)

(SEAL)

ATTEST:

By: _____

(Typed Name and Title)

Surety's Texas Local Recording

Agent or Resident Agent:

(Signature)

(Typed Name)

License No. _____

File No. _____

Address: _____

Telephone No.: _____

(Typed Name and Title)

Surety

By: _____

(Typed Name and Title)

Surety's Home Office Agent or Servicing

Agent:

Name: _____

Title: _____

Address: _____

Telephone No.: _____

APPENDIX ELEVEN

CERTIFICATE OF INTERESTED PARTIES (Texas Ethics Commission Form 1295)

This is a sample Texas Ethics Commission's FORM 1295 – CERTIFICATE OF INTERESTED PARTIES. If not exempt under [Section 2252.908\(c\), Government Code](#), Operator must use the Texas Ethics Commission electronic filing web page (at https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php) to complete the most current Certificate of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University. **The Certificate of Interested Parties will be submitted only by Operator to University with the signed Agreement.**

See sample form on next page

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) <div style="text-align: center; margin-top: 20px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

APPENDIX TWELVE

SCOPE OF WORK OBJECTIONS

Sub-section	Description	Fully Agree To	Agree To With Modification	Not Agree To	Objections (Please list exact bullet point objection applies to)
	SAMPLE:				
5.4.1	Operational Requirements	X			
5.4.2	Print Textbooks		X		5.4.2.14 – We object to the 30 days. We prefer 20 days
5.4.1	Operational Requirements				
5.4.2	Print Textbooks				
5.4.3	Digital Course Materials				
5.4.4	Rentable Materials				
5.4.5	Inclusive Access				
5.4.6	General Merchandise				
5.4.7	Official Website				
5.4.8	Ancillary Retail Outlets				
5.4.9	Other Considerations				
5.4.10	Reports				
5.4.11	Management Responsibilities				
5.4.12	Site Improvements and Security Issues				
5.4.13	University Athletics				
5.4.14	Marketing/Communications				
5.4.15	University Responsibilities				
5.4.16	Addition or Deletion of Services				