



## STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND BUSINESS SERVICES  
P. O. Box 13030  
NACOGDOCHES, TX 75962

### REQUEST FOR PROPOSAL

**RFP NUMBER**  
**CAMPUS BOOKSTORE-24**

**ADDENDUM NO. 1**  
**DATED: 12/13/2023**

**PROPOSAL MUST BE RECEIVED BEFORE:**  
**5:00PM, CST, FRIDAY, JANUARY 5, 2024**

#### MAIL PROPOSAL TO:

Stephen F. Austin State University  
Procurement and Business Services  
P. O. Box 13030, SFA Station  
Nacogdoches, TX 75962-3030

#### HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University  
Procurement and Business Services  
2102 Alumni Drive, Austin Bldg., Room 131  
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

**NOTE:** PROPOSAL must be time stamped at **Stephen F. Austin State University Procurement and Business Services** before the hour and date specified for receipt of proposal.

#### **REFER INQUIRIES TO:**

Kay Johnson or Kim Jones  
Stephen F. Austin State University  
Procurement and Business Services  
936.468.6550 or 936.468.6551  
Email: [johnsondk6@sfasu.edu](mailto:johnsondk6@sfasu.edu) or  
[joneskk2@sfasu.edu](mailto:joneskk2@sfasu.edu)

**STEPHEN F. AUSTIN STATE UNIVERSITY**  
**Request for Proposal #**  
**CAMPUS BOOKSTORE-24**

**ADDENDUM NO. 1**

**THIS ADDENDUM MUST BE ACKNOWLEDGED FOR THE RESPONSE TO RECEIVE CONSIDERATION.**

**Updates in Red**

**Please see attached sign in sheets from the Pre-proposal meeting held 11/29/2023 following questions and answers.**

1. Please provide clarification on the spirit shop. Are you requesting an alternate space somewhere or just ensuring logo good shop in the bookstore?

**Answer:** The Spirit Shop is an alternate location to the bookstore for the sale of spirit soft goods and sport-specific SFA logo merchandise. There are two; one located in the William R. Johnson Coliseum during basketball games and one in Homer Bryce Stadium during football games.

2. Please provide a category breakdown of textbook sales information from the past few years including new, used, rental, digital, and inclusive access.

	<b>FY23</b>	<b>FY22</b>	<b>FY21</b>	<b>FY20</b>	<b>FY19</b>
<b>Book Merchandise</b>					
Digital Products	\$259,922	\$234,473	No	No	\$17,543
New Textbooks	\$473,718	\$634,749	detailed	detailed	\$1,508,954
Textbook Rentals	\$169,223	\$219,806	sales	sales	\$594,211
Trade Books	\$10,545	\$12,142	data	data	\$6,249
Used Textbooks	\$122,671	\$149,821			\$322,302

3. Please provide a category breakdown of retail sales information from the past few years including, but not limited to: trade books, clothing, computers/technology, convenience, gifts, etc.

<b>General Merchandise</b>	<b>FY23</b>	<b>FY22</b>	<b>FY21</b>	<b>FY20</b>	<b>FY19</b>
Café & Convenience	\$10,011	\$8,670	No	No	\$15,839
Computer Products	\$33,092	\$30,128	detailed	detailed	\$53,764
Emblematic Clothing & Gifts	\$568,096	\$544,794	sales	sales	\$615,950
Other	\$147,359	\$118,668	data	data	\$117,789
School Supplies	\$67,770	\$68,003			\$114,397

4. What is the school's Student Information System?

**Answer:** Banner System (Ellucian).

5. Would the institution consider two separate vendors to work in partnership to provide textbook operations and retail services if it deemed more beneficial to the institution as opposed to a single vendor?

Answer: We would entertain this proposal as long as this would not negatively impact operations or the student experience. We would want to see examples and have references of where this model has worked successfully.

6. Would the institution be interested in implementing an equitable access, an in-tuition solution where all course materials are automatically delivered to all students with the costs included as part of the cost of attendance?

Answer: We would entertain this proposal.

7. Does the institution have any Inclusive Access course material adoptions where materials are automatically delivered to the students on a course-by-course basis, and a course fee is included as part of the cost of attendance? If so, what percentage?

Answer: We do not have this model currently.

8. Would the institution consider a vendor that does not work with subcontractors, including HUB subcontractors?

Answer: Yes, but a HUB subcontracting Plan has to be completed for this procurement regardless if you are self-performing or subcontracting out.



## SIGN IN SHEET

Company Name: Follett Email: lcupeley@follett.com

Representative Name: Larissa Ruppel Phone: 940-312-8468 Fax:

Address: 2900 Jactal Dr City: Lorena St/Zip: TX 76655

CONTACT FOR HUB PAPERWORK (name, phone, email):

Company Name: Follett Email: mperny@follett.com

Representative Name: Mary Perry Phone: 925-785-3376 Fax:

Address: 51 Core Encamp City: Danville St/Zip: 94524

CONTACT FOR HUB PAPERWORK (name, phone, email): Mary Perry - 925-785-3376

Company Name: Email:

Representative Name: Phone: Fax:

Address: City: St/Zip:

CONTACT FOR HUB PAPERWORK (name, phone, email):



## SIGN IN SHEET

Company Name: Baeres at Noble College Email: fredbarnson@bncollege.comRepresentative Name: Felix Robinson Phone: 281-825-2642 Fax: -Address: 3423 Barnwood Dr. City: Houston St/Zip: TX 77068CONTACT FOR HUB PAPERWORK (name, phone, email): Same

Company Name: \_\_\_\_\_ Email: \_\_\_\_\_

Representative Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St/Zip: \_\_\_\_\_

CONTACT FOR HUB PAPERWORK (name, phone, email): \_\_\_\_\_

Company Name: \_\_\_\_\_ Email: \_\_\_\_\_

Representative Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St/Zip: \_\_\_\_\_

CONTACT FOR HUB PAPERWORK (name, phone, email): \_\_\_\_\_



## STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND BUSINESS SERVICES  
P. O. Box 13030  
NACOGDOCHES, TX 75962

### REQUEST FOR PROPOSAL

**RFP NUMBER**  
**BOOKSTORE-24**

**PROPOSAL MUST BE RECEIVED BEFORE:**  
**5:00PM, FRIDAY, JANUARY 5, 2024**

**MAIL PROPOSAL TO:**

Stephen F. Austin State University  
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Kay Johnson or Kim Jones  
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936.468.6550 or 936.468.6551  
email: [johnsondk6@sfasu.edu](mailto:johnsondk6@sfasu.edu) or [joneskk2@sfasu.edu](mailto:joneskk2@sfasu.edu)

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**STEPHEN F. AUSTIN STATE UNIVERSITY  
Request for Proposal #BOOKSTORE-24**

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- Exhibit G HUB Subcontracting Plan
- Exhibit H Sample Agreement
- Exhibit I Campus Map
- Exhibit J Sample of Qualified Sponsorship Recognition

## SECTION 1 INTRODUCTION

### 1.1 SCOPE OF PROJECT

Stephen F. Austin State University, hereafter referred to as “SFA”, “the university,” or “Owner” is seeking proposals for a company to provide bookstore operations and management for the university as described in this proposal and under the direction and control of the university.

### 1.2 SFA INFORMATION

Stephen F. Austin State University, the newest member of The University of Texas System, began a century ago as a teachers' college in Texas' oldest town, Nacogdoches. Today, it has grown into a regional institution comprising six colleges — business, education, fine arts, forestry and agriculture, liberal and applied arts, and sciences and mathematics. Accredited by the Southern Association of Colleges and Schools, SFA enrolls approximately 11,000 students while providing the academic breadth of a state university with the personalized attention of a private school. The main campus encompasses 421 acres that include 36 academic facilities, nine residence halls, and 68 acres of recreational trails that wind through its six gardens. The university offers more than 80 bachelor's degrees, more than 40 master's degrees and four doctoral degrees covering more than 120 areas of study. Learn more at <https://www.sfasu.edu/about-sfa>.

The University Bookstore is currently operated and managed by Barnes and Noble Corporation. The University Bookstore is located inside the Baker Pattillo Student Center on the main campus of Stephen F. Austin State University

The bookstore contains approximately 12,906 square feet. The hours of operation currently are Monday - Friday from 8:00 am - 4:30 pm, Saturday from 10:00 am – 2:00 pm and closed on Sunday.

Gross Sales for the past five (5) fiscal years are listed as below:

Gross Sales						
	FY23		FY22		FY21	
	FY20		FY19			
<b>August*</b>	\$	485,325.76	\$	661,111.55	\$	729,731.87
<b>September</b>	\$	202,720.33	\$	160,718.96	\$	190,016.39
<b>October</b>	\$	79,801.54	\$	67,904.33	\$	56,656.42
<b>November</b>	\$	78,018.46	\$	59,629.68	\$	31,605.32
<b>December</b>	\$	70,434.65	\$	112,557.92	\$	151,619.53
<b>January</b>	\$	438,455.70	\$	472,770.91	\$	457,382.51
<b>February</b>	\$	66,972.15	\$	76,683.96	\$	32,279.25
<b>March</b>	\$	70,920.74	\$	85,552.35	\$	21,090.22
<b>April</b>	\$	70,209.41	\$	65,568.06	\$	86,217.52
<b>May</b>	\$	71,557.24	\$	59,904.17	\$	101,568.60
<b>June</b>	\$	114,490.13	\$	106,595.18	\$	92,700.57
<b>July</b>	\$	88,874.43	\$	80,222.91	\$	87,646.57
	\$	1,837,780.54	\$	2,009,219.98	\$	2,038,514.77
	\$		\$		\$	2,729,465.63
	\$		\$		\$	3,290,992.66

\*SFA's fiscal year is September-August, however, current bookstore contract is July 16-July 15.

UNIVERSITY MAKES NO REPRESENTATIONS AS TO THE SUITABILITY OF ANY OF THE PROPOSED PREMISES FOR THE RESPONDENT'S PURPOSES. THE UNIVERSITY MAKES NO REPRESENTATION OR GUARANTY, WRITTEN OR ORAL, THAT ANY PARTICULAR VOLUME OR SCOPE OF GOODS AND SERVICES WILL ACTUALLY BE REQUIRED OR PURCHASED BY THE UNIVERSITY'S COMMUNITY FROM ANY OF THE PROPOSED PREMISES. THE UNIVERSITY MAKES NO REPRESENTATION OR COMMITMENT, WRITTEN OR ORAL, THAT THE UNIVERSITY WILL USE OR PURCHASE ANY GOODS AND SERVICES FROM ANY OF THE PROPOSED PREMISES AND NONE SHOULD BE IMPLIED OR ASSUMED.



**1.3 SCHEDULE OF EVENTS\***

<b>*DATE</b>	<b>EVENT</b>
November 21, 2023	Issuance of Request for Proposal
November 29, 2023	Pre-proposal conference and site visit
December 8, 2023	Deadline for submittal of questions
December 14, 2023	Posting of addenda, if any
January 5, 2024	Response submittals due at 5:00 pm
January 8, 2024	Responses opened and read aloud at 8:45 am
January 22, 2024	Evaluation of Proposals and Selection of Finalist and/or Negotiations
January 23, 2024	Finalists notified
January 25, 2024	List of presenters due
January 30-31, 2024	Evaluation Committee, receive presentations and final selection at a time <b>TBD</b>
February 6, 2024	Notification of award
February 7, 2024 – June 30, 2024	Contracting
July 15, 2024	Start of contract

*\*Dates are tentative and subject to change*

**1.4 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

<p align="center"><b>SEE EXHIBIT G – HUB SUBCONTRACTING PLAN READ CAREFULLY</b></p>
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Each respondent is required to make a good faith effort to subcontract with historically underutilized businesses and shall submit a HUB Subcontracting Plan using the HUB Subcontracting Plan documents provided in **Exhibit G**.

Stephen F. Austin State University is committed to making a good faith effort to increase business with historically underutilized businesses (HUBs) by contracting with HUBs either directly or indirectly through subcontracting opportunities. Respondents are encouraged to actively seek to subcontract or partner with HUBs in an effort to create an environment that actively acknowledges and values diversity.

The University has determined that subcontracting opportunities are probable under this contract.

The University's HUB goal for this procurement is:

**26.0% for Other Services**

Each HUB subcontracting plan will be evaluated independently of the response. If the HSP does not reflect a good faith effort to subcontract with HUBs, the entire response will be disqualified.

All questions regarding the HUB Subcontracting Plan may be directed to the Procurement and Business Services Office HUB Coordinator, Lacey Bradshaw, 936-468-4412, [Lacey.Bradshaw@sfasu.edu](mailto:Lacey.Bradshaw@sfasu.edu).

**Failure to submit the HUB Subcontracting Plan will disqualify the bid from consideration.**

**1.5 OPEN RECORDS**

SFA anticipates that the review of the proposals will be completed and awarded in February 2024. Due to the nature of the proposals, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and agreements, after all negotiations are completed, may be subject to open. Additionally, state law requires each contract for the purchase of goods or services to be posted on the University's website. By entering into a contract with the University, the firm acknowledges and accepts the University will comply with all applicable laws regarding the public posting of contracts.

**1.6 PARKING ON CAMPUS**

All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking and Traffic Office supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31.

Contractor shall be responsible for obtaining parking permits from the Parking and Traffic Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Traffic Office telephone number is 936-468-7275.

**1.7 SMOKING, VAPING AND USE OF TOBACCO PRODUCTS**

Stephen F. Austin State University is a tobacco and vape free campus

**1.8 FERPA COMPLIANCE**

To the extent applicable, Contractor agrees to hold student information, including any personally identifiable student information or education records as those terms are defined under federal law, ("Confidential Data") in strict confidence and warrants to Licensee that it will use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Confidential Data from unauthorized use or disclosure in violation of the Federal Family Educational Rights and Privacy Act ("The Buckley Amendment or "FERPA"), 20 USC 1232 g and not to use or disclose Confidential Data except as permitted or required by this Contract, as required by law, or as otherwise authorized by university in writing. Contractor further agrees not to use Confidential Data for any purpose other than the purpose for which the disclosure to Contractor was made. Contractor shall continue to maintain the confidentiality and privacy of the Confidential Data retained in its system after cancellation, expiration or other conclusion of this Agreement. Upon termination, cancellation, expiration or other conclusion of this Contract, Contractor shall return all Confidential Data to University or, if return is not feasible, destroy any and all Confidential Data. If Contractor destroys the information, it shall provide University with a certificate confirming the date of destruction of the data. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of university or its students. These measures will be extended by contract to all subcontractors used by Contractor. Contractor shall, within one day of discovery, report to university any use or disclosure of confidential information not authorized by this agreement or in writing by university. Following this report, Contractor will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Contractor will furnish a confidential written report to university indicating the results of the investigation, what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

**1.9 ADDITIONAL TERMS AND CONDITIONS**

Purchase Orders will be issued in accordance with additional terms and conditions listed on the university website [\*\*purchase-order-general-terms-conditions.pdf \(sfasu.edu\)\*\*](#)

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## SECTION 2 PURPOSE AND OBJECTIVES

### 2.1 Purpose

Type of Agreement – The Contractor will be required to enter into an initial agreement with university for a term of seven (7) years with university having the option to renew the agreement for up to three (3) additional periods of one (1) year each in a form similar to the University Bookstore Operations and Management agreement attached in the RFP as **Exhibit H**.

- 2.1.2 Contractor shall manage and operate the University Bookstore (hereinafter referred to as “Bookstore” or “University Bookstore” for the purpose of providing bookstore operations and management for the University as described herein under the direction and control of the University as hereinafter set forth and for no other purpose except as may be hereinafter expressly provide.
- 2.1.3 Contractor shall purchase, display and sell new and used textbooks, trade, paperback, technical and reference books, other educational materials and supplies and other miscellaneous merchandise and services at Contractor's own expense under the Agreement.
- 2.1.4 Contractor shall be responsible for all costs that are not the responsibility of the University, but which are necessary for the Contractor to fulfill its obligations under the Agreement.
- 2.1.5 Contractor shall provide bookstore operations and management for the University students, faculty, staff, alumni and guests in accordance with the University's objectives, requirements, referenced documents, terms, conditions and specifications contained herein, or attached hereto.

### 2.2 Objectives

University will do a performance evaluation of the Contractor based on the following objectives:

- 2.2.1 Provide the University community with a full range of merchandise and services expected from a quality academic bookstore including a visual store redesign.
- 2.2.2 Provide sufficient quantities of all textbooks and all related supplies and material, as required or recommended by the faculty for academic courses, available for purchase by the students at the specific times the items are needed.
- 2.2.3 Ensure that the specified edition is available for sale.
- 2.2.4 Provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the University.
- 2.2.5 Provide a significant selection of "soft goods" such as office supplies, incidental household goods for resident students, personal care items, University emblematic wearing apparel, memorabilia, and other related items from vendors of the Contractor's preference.
- 2.2.6 Provide timely response to customers requiring special order literature and other such material.
- 2.2.7 Provide textbooks and other merchandise to the University community under pricing policies that are both fair and competitive with other college and university bookstores and also with retail establishments in the surrounding area.
- 2.2.8 Keep abreast of new merchandise of interest to the University community.
- 2.2.9 Minimize out of stock situations on textbooks.
- 2.2.10 Provide for efficient customer traffic flow during rush periods.
- 2.2.11 Meet the bookstore needs of disabled students and all ADA requirements.
- 2.2.12 Provide employment opportunities for university students.

- 2.2.13 Become involved in the academic, cultural, and social environment of the University, taking advantage of opportunities to offer special merchandising and/or assistance based upon the University's ongoing and unique activities.
- 2.2.14 Provide an Athletic Swag Shop and a Spirit Goods Shop.
- 2.2.15 In return for qualified sponsorship recognition as defined in the Internal Revenue Code and Treasury Regulations, seek sponsorship support that may be in the form of textbook scholarships or financial support of non-athletic events hosted by the University.

## SECTION 3 INSTRUCTIONS TO RESPONDENTS

### 3.1 CONTACT INFORMATION

All questions regarding this Request for Proposal must be forwarded to the Procurement and Business Services:

Kim Jones or Kay Johnson  
P.O. Box 13030, SFA Station  
Nacogdoches, TX 75962  
Phone: 936.468.6551 or 936.468.6550  
Fax: 936.468.4282  
Email: [joneskk2@sfasu.edu](mailto:joneskk2@sfasu.edu) or [johnsondk6@sfasu.edu](mailto:johnsondk6@sfasu.edu)

### 3.2 SUBMITTAL DEADLINE AND LOCATION

3.2.1 All responses must be received by SFA no later than **5:00pm, Friday, January 5, 2024.**

3.2.2 **Submit Responses by:**

**MAIL to:**  
Stephen F. Austin State University  
Procurement and Business Services  
P.O. Box 13030, SFA Station  
Nacogdoches, TX 75962-3030

**HAND DELIVER AND/OR EXPRESS MAIL to:**  
Stephen F. Austin State University  
Procurement and Business Services  
2102 Alumni Dr, Austin Bldg., Room 131  
Nacogdoches, TX 75962

3.2.3 All U.S. Mail addressed to any component of SFA is delivered to a central mail room and redistributed by SFA personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mail room and receipt in the Procurement and Business Services Department. **Proposals must be in the office of the Procurement and Business Services Department by the deadline set for this RFP in order to be considered,** and receipt by SFA at the central mail room will not be deemed sufficient. The university shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the respondent unopened.

3.2.4 University will evaluate all proposals and select Finalists between **January 8, 2024 – January 22, 2024.** Finalists will be notified and invited to present to the evaluation committee on **January 30, 2024 or January 31, 2024. (Time, location and details of presentation to be provided at the time of Finalists notification.)** Notification of award expected as early as **February 6, 2024.** Following notification of award will be contract finalization with expected start date on or before **July 15, 2024.**

3.2.5 Proposals will be publicly opened **Monday, January 8, 2024 AT 8:45 am** in the office of Procurement and Business Services, 2102 Alumni Drive, Austin Building, Room 131. Only the names of the Respondents will be read aloud.

3.2.6 Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.

3.2.7 Faxed proposals will not be accepted.

3.2.8 Responses may be withdrawn at any time prior to the time and date set for submittal deadline.

3.2.9 Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.

### 3.3 SUBMITTAL INSTRUCTIONS

3.3.1 All proposals must be submitted in the format prescribed in Section 3.3.2.

3.3.2 **Respondent must submit one (1) complete electronic copy of the Proposal on electronic media** (e.g., USB Drive) in a Microsoft Office (Word, Excel, Project and PowerPoint files) version 2003 or later format, or searchable Adobe .PDF files. All response submittal information must be in electronic form.

3.3.3 All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, SFA alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore, a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

3.3.4 Each respondent, by submitting a proposal, represents that the respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

3.3.5 Proposals shall be signed by a legally authorized representative of the Respondent. Unsigned proposals **(Exhibit A)** will be rejected as a material failure.

### **3.4 ACCEPTANCE AND FORMATION OF AGREEMENT**

3.4.1 No recommendation for award will be made until Stephen F. Austin State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified service.

3.4.2 SFA reserves the right to enter into an agreement not based only on the cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA. The University shall be the sole judge of determining which proposal represents the best value to the University.

3.4.3 By submitting a response, the Respondent agrees to accept an agreement including the scope of work and specifications herein and attached to this Request for Proposal.

### **3.5 EVALUATION CRITERIA**

3.5.1 Initial evaluation will be based on a comprehensive review and analysis based on a weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the university. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.

3.5.2 Initial evaluation of the proposals will be performed by an evaluation committee representing Stephen F. Austin State University. Proposals will be evaluated using the following criteria, which are listed below in no particular order.

#### **3.5.3 Evaluation Criteria**

- a. 5% - Respondent's reputation and demonstration of its competence, experience and prior success of operating bookstores on a university campus.
- b. 10% - Respondent's financial capabilities to lease, stock and operate a bookstore in line with the terms of the Agreement
- c. 5% - Respondent's past relationship with SFA (if any) or another institution of higher education.
- d. 10% - Quality, variety and costs of books and other goods and services that can be offered to the University campus and the University community.
- e. 50% - The total long-term cost and revenue, capital improvements and other financial consideration Respondent can provide if Respondent is selected, and the nature and scope of compensation that the

Respondent proposes to pay the University in consideration of using the Premises, related parking and access rights, and for the right to operate the store.

- f. 15% - The total sponsorship benefit Respondent can offer the University.
- g. 5% - Respondent's exceptions to the terms and conditions set forth in the RFP and/or the Agreement.

### 3.6 PROPOSAL RESPONSE FORMAT AND SUBMITTALS

3.6.1 Proposals shall be prepared in a straightforward and concise manner, identifying clearly and concisely any deviations, enhancements and other differences that exist between the RFP and the respondent's proposed services. Emphasis should be placed on responsiveness to the RFP requirements, completeness and clarity of content and conformance to the RFP instructions. **Respondents shall organize their response in a point-by-point format according to Section 3.3.2.** Failure to follow point-by-point presentation could be grounds for disqualification.

3.6.2 Proposal response shall include the following information and be submitted in the following order:

**REQUIRED SUBMITTALS** – failure to provide any of the following documents will result in disqualification of the proposal from further consideration

- i. Exhibit A – Signed Execution of Offer
- ii. Exhibit B – Acknowledgement of Addenda, if any
- iii. Exhibit C – Non-Collusion Affidavit
- iv. Exhibit D – Required Proposal Information
- v. Exhibit E – Electronic and Information Resources Specifications
- vi. Exhibit F – Security Characteristics and Functionality of Respondent's Information Resources
- vii. Exhibit G – HUB Subcontracting Plan
- viii. Exhibit H – Sample Agreement
- viii. Exhibit I – Campus Map
- x. Exhibit J - Sample of Qualified Sponsorship Recognition

### 3.7 PRE-PROPOSAL CONFERENCE

The University will hold a pre-proposal conference at **1:00 pm, CST on November 29, 2023, in Room 1.301** of the Baker Pattillo Student Center located on campus. (**See Exhibit I – Campus Map**). The pre-proposal conference will all Proposers an opportunity to ask University's representatives relevant questions and clarify provisions of this RFP.

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**EXHIBIT A  
EXECUTION OF OFFER**

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.

By signature hereon, Respondent affirms that he/she has not given, offered to give, nor intends 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 the submitted Qualifications. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all bid lists.

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 34 TAC 20.38.

**Certifications:****Representations and Warranties by Respondent**

If Respondent is a corporation, limited liability company, or any other entity organized and existing under state law, Respondent warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual signing the Agreement on behalf of the Respondent has been duly authorized to act for and bind Respondent.

**Tax Certification**

If Respondent is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Respondent certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Respondent is exempt from the payment of those taxes, or that Respondent is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

**Eligibility to Receive Payment**

In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Respondent certifies that it is not ineligible to receive the Agreement or any payments under the Agreement and acknowledges that University may terminate the Agreement and/or withhold any payment and/or reimbursement if this certification is inaccurate.

**Payment of Debt or Delinquency to the State**

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Respondent agrees that any payments owing to Respondent under the Agreement may be applied directly toward any debt or delinquency that Respondent 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.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer's Identification Number: \_\_\_\_\_

Sole Owner should also enter Social Security No.: \_\_\_\_\_

Respondent/Company: \_\_\_\_\_

Signature (INK): \_\_\_\_\_

Name (Typed/Printed): \_\_\_\_\_

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

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No/Fax No: \_\_\_\_\_

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

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S RESPONSE.  
FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR RESPONSE.**



**EXHIBIT B  
ACKNOWLEDGEMENT OF ADDENDA**

Receipt is hereby acknowledged of the following addenda to this RFP.

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Respondent/Vendor Name: \_\_\_\_\_  
(Signature)

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**EXHIBIT C**  
**Non-Collusion Affidavit**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "Respondents"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other Respondent, or with any official of SFA or any employee thereof, or any person, firm or corporation under contract with SFA whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said SFA, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatsoever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondent which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The Respondent hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and/or parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to obtain through any unlawful act an advantage over other Respondents or SFA.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest including the affiant.

**CONFLICT OF INTEREST**

The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of SFA, nor any member of its Board of Regents, employee, or person whose salary is payable in whole or in part by SFA, has a direct or indirect financial interest in the award of the Proposal, or in the services to which this Proposal relates, or any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature \_\_\_\_\_

Company name \_\_\_\_\_

Date \_\_\_\_\_

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**EXHIBIT D**  
**Required Proposal Information**

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

**4.1.1** Respondent shall provide its operating and pricing philosophy for providing textbooks at the lowest possible price to students.

**4.1.2** Respondent shall describe the merchandising and operating philosophy of company.

**4.1.3** Respondent shall stipulate financial considerations and capital investment to be paid to university.

**4.1.4** Respondent shall provide its customer service philosophy.

**4.1.5** Respondent shall provide their operating policies and procedures to prevent credit card fraud and identity theft.

**4.1.6** Respondent shall provide an organizational chart of their management structure.

**4.1.7** Respondent shall indicate the percentage of discount offered to departments, faculty, staff, and alumni.

**4.1.8** Respondent shall indicate whether a discount program will be made available to students.

**4.1.9** Respondent shall indicate the method of payments that will be accepted.

**4.1.10** Respondent shall provide its percentage mark up on new, used, and electronic textbooks.

**4.1.11** Respondent shall indicate its ability to provide a textbook rental program.

**4.1.12** Respondent shall indicate its ability to provide textbooks in an "e-book" format.

**4.1.13** Respondent shall indicate its ability to provide "price match" options for textbook purchases.

**4.1.14** Respondent shall provide its textbook buyback policy, including percentage of retail price that will be returned to students wishing to sell back textbooks in good condition.

**4.1.15** Respondent shall provide a summary description of the qualifications and credentials for any proposed bookstore general manager and assistant manager(s).

**4.1.16** Respondent shall describe its process and procedures for faculty textbook adaptations.

**4.1.17** Respondent shall describe its policy with respect to allowing student backpacks and other personal items into the store.

**4.1.18** Respondent shall address the company's willingness to provide employment opportunities to University's students. Students employed by Respondent must be paid, at a minimum, the prevailing federal minimum wage.

**4.1.19** Respondent shall describe the training programs to be given to its store employees, including frequency of training sessions.

**4.1.20** Respondent shall indicate its willingness to purchase any existing bookstore inventory from current bookstore operator.

**4.2 Required Information in Proposals.**

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

HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include substantive responses to all of the questions set forth in this **Section 4**. In preparing its proposal, the Respondent should (i) address the matters requested of Respondent in this Section 4 in the order presented below; and (ii) begin each response by setting out both the applicable matter number and the specific wording of the request for information being addressed. In cases where a Respondent believes that a request for information does not apply or the Respondent is unable to respond to the request, the Respondent must indicate in reasonable detail why the request is not applicable or will not be responded to.

OPTION 1	
A single physical location for both textbooks and retail merchandise	
OPTION 2	
E-Store (online purchase/ E- commerce presence) for textbooks and retail merchandise, In addition to a physical location(s) for retail merchandise and/or text books.	

**4.2.2 Identity Information.** Provide the following information:

**4.2.2.1** Legal name of the proposed Respondent and relationship with the Respondent if not the same entity

**4.2.2.2** Assumed name (if any) under which Respondent would operate the bookstore

**4.2.2.3** State of Respondent's incorporation or formation, if Respondent is an entity

**4.2.2.4** If Respondent is an entity, its state charter or formation number

**4.2.2.5** Address of Respondent's and if different, Respondent's principal place of business

**4.2.2.6** Address of Respondent's office that would be providing service under the Agreement

**4.2.2.7** Number of years Respondent has operated in the collegiate bookstore business.

**4.2.2.8** Approximate number of Respondent's employees, including approximate number of employees in Texas.

**4.2.2.9** Approximate number of bookstores operated by Respondent, including approximate number of bookstores operated in Texas.

**4.2.2.10** Respondent's annual revenues from its bookstore operations for Respondent's three prior fiscal years

**4.2.2.11** Name of Respondent's parent company (if any) **NOTE:** If Respondent 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.

**4.2.2.12** Name and Social Security Number for each person having at least 25% ownership interest in Respondent. This disclosure is mandatory pursuant to Section 231.006, Family Code, and will be used for the purpose of determining whether an owner of Respondent 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, Chapter 552, Government Code, and other applicable law.

**4.2.3 Transition Plan.**

**4.2.3.1 Transition Plan.** Describe Respondent's transition plan for assuming operation of the existing store operations and each significant phase in the Respondent's plan for ensuring a smooth transition from the current store operator to the Respondent.

**4.2.3.2 University Current Book Inventory.** Describe Respondent's ability to purchase or acquire the existing bookstore saleable inventory, including but not limited to textbooks, new, used, rental textbooks, trade and paperback books, technical and reference books, branded apparel, and other retail merchandise.

**4.2.3.3 Furniture and Fixtures.** Describe or list which of the existing furnishings and fixtures owned by university or current store operator and located in the store premises that the Respondent would desire to use in its operations.

**4.2.4 Time Frame.** Describe the time period(s) in which the Respondent proposes to complete each significant phase described in its answer to **Section 4.2.3**.

**4.2.5 Financial Consideration.**

**4.2.5.1 Capital Contribution.** University is interested in contracting with a Respondent that has the financial strength to pay University monetary consideration for the Lease and contribution of capital improvement dollars ("**Capital Contribution**") to support facility improvements of the Premises, while maintaining sufficient working capital to fund its operations. Please indicate financial ability and Capital Contribution that Respondent would be willing to pay.

**4.2.5.2 Base Fee.** Describe the "Rent" (payments made monthly for the use of 12,096 square feet of space) (including any escalations) Respondent would pay University under the Agreement for the use of the campus store premises and/or the opportunity to serve the University's Community.

**4.2.5.3 One-Time Payment due at Signing.** Describe the one-time payment Respondent would pay at signing under this Agreement.

**4.2.5.4 Royalty or Percentage Sales.** Describe the annual amount or formula for calculating the amount of any "Royalty" or "percentage of sales volume" Respondent would propose to pay to University under the Agreement. (Please note that University may not be paid royalty or percentage of sales volume on "Academic Materials" (as defined in Section 1.3.9).

**4.2.5.5 Annual Percentage Sales Guarantee.** Please provide an annual percentage sales guarantee that the Respondent would be willing to provide.

**4.2.5.6 Advertising and Promotions Budget.** Please provide the budget Respondent would allocate and expend annually in advertising and promotion expenses to ensure that the University's bookstore remains competitive in the marketplace.

**4.2.5.7 Cash Contributions for Renewal Options.** Please provide the amount Respondent would contribute upon exercising each renewal option.

**4.2.6 Other Consideration.** The Contractor shall:

**4.2.6.1** Provide all equipment supplies, signs, personnel, merchandise, and other items necessary to perform required services, including telephone, credit card machines and file servers for internet commerce.

**4.2.6.2** Provide college student appropriate merchandise such as college of science lab equipment, personal protection equipment, college of nursing merchandise, etc.

**4.2.6.3** Provide a professional display at outlet locations.

**4.2.6.4** 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 acceptable to the end user.

**4.2.6.5** 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.

**4.2.6.6** Keep apprised of new merchandise of interest to the University's Community.

**4.2.6.7** Provide staffing for efficient customer traffic flow during rush periods and minimize the time spent by customers waiting in lines.

**4.2.6.8** Comply with ADA requirements necessary to meet the needs of disabled persons.

**4.2.6.9** Be involved in the academic, cultural, athletic, and social environment of the University, taking advantage of opportunities to offer special merchandising such as game-by-game athletic promotions and other assistance based upon the University's activities.

**4.2.6.10** Provide cap and gown sales and rental services for students, faculty, and staff.

**4.2.6.11** Provide location for sales of class rings.

**4.2.7 Use of Space.** The Respondent chosen to operate the Premises shall:

**4.2.7.1** Maintain all responsibility for the telecommunication setups, hook-ups, installation, copiers, marketing, and payment on all services.

**4.2.7.2** 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 by the University.

**4.2.7.3** Maintain operation of game-day merchandise operation at the William R. Johnson Coliseum and the Homer Bryce Stadium locations

**4.2.7.4** Be responsible for the custodial service 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. The University shall be responsible for custodial services in the lobby and other common areas of the building.

**4.2.7.5** Maintain Material Safety Data Sheets (MSDS) for any chemicals used or stored within the bookstore premises must be submitted to the Director of Environmental Health and Safety.

**4.2.7.6** Be responsible for the repair or replacement cost of any damage to retail space caused by the misuse or negligence on the part of the its employees or customers, excluding ordinary wear and tear.

**4.2.7.7** Report any damage to retail space within twenty-four (24) hours of the occurrence.

**4.2.7.8** Be responsible for pest control services in the bookstore and notices of scheduled services must be posted in bookstore.

**4.2.8 Equipment, Furniture, and Fixtures.** The Contractor shall:

**4.2.8.1** 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, printer, copiers, etc.

**4.2.8.2** Provide their own Point-of-Sale system and terminals.

**4.2.8.3** Indicate whether a personal storage area is required for students being served by the bookstore.

**4.2.8.4** Provide maintenance and repair of all moveable fixtures and equipment furnished by Contractor and of university property or equipment used by Contractor for the life of the contract.

**4.2.9 Operating Schedule.** The Contractor shall be required to operate the bookstore on a twelve-month basis, based on the University's academic calendar (academic calendar updated periodically at <https://graphite.sfasu.edu/events/academic-calendar> ). The University reserves the right to establish or change the service hours, plans or methods of operations of the bookstore.

**4.2.10 Merchandising Rights.** The University shall grant the Contractor the right to sell University licensed products, however the right is not exclusive. Exclusive rights do not include merchandise and services sold elsewhere within the campus by departments, student organizations and clubs, or through other arrangements.

**4.2.11 Parking.** Contractor's staff are required to purchase valid parking permits from the University's Parking and Transportation Services office. Contractor's staff will be responsible for payment of parking or traffic fines.

#### **4.2.12 Official Website**

**4.2.12.1** Contractor shall establish and maintain an official, user-friendly Internet website related to the marketing, sale, and promotion of merchandise. Contractor shall obtain University approval on the content, layout, and design of the website. The University shall provide a link to the Contractor's website on the University's home page.

**4.2.12.2** Contractor shall keep an updated inventory of all items for sale on the website.

**4.2.12.3** Merchandise on website shall be similar to merchandise available in the store.

**4.2.12.4** Contractor should be able to provide in-store pick up of items purchased online.

**4.2.12.5** Contractor should have the willingness to use social media to promote the University's bookstore.

#### **4.2.13 University Responsibilities**

**4.2.13.1** University shall be responsible for paying the utility costs associated with the bookstore operation.

**4.2.13.2** University shall be responsible for any maintenance or repairs to HVAC, electrical or plumbing issues.

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

**4.2.13.4** University shall provide telephone lines up to the premises; however, Contractor shall be responsible for costs associated with telephone services required for operations under the Agreement.

**4.2.13.5** University shall notify Contractor of both estimated and actual enrollment figures.

**4.2.14 Textbooks**

**4.2.14.1** Contactor's bookstore manager shall provide textbook adoption forms in paper and electronic format to University faculty addressing the quantity of books required, title of books, edition, and any study guides or peripheral items needed for classes.

**4.2.14.2** Sufficient quantities of textbooks and related supplies and materials must be maintained as required or recommended by the faculty for university courses, including short-term and fast-track sessions.

**4.2.14.3** Contactor must ensure that the specified editions of texts are available for sale.

**4.2.14.4** Orders for textbooks must be placed in ample time for the books to arrive prior to the beginning of each semester.

**4.2.14.5** Contactor must provide a wide selection of current trade, academic, and technical literature in support of required material for the academic disciplines of the University.

**4.2.14.6** Contactor must provide timely responses to customers requiring special order literature and other such materials.

**4.2.14.7** Contactor shall utilize industry standard, competitive and fair pricing structures for new and used textbooks, e-books, paperback books and trade books.

**4.2.14.8** Contactor shall put forth their best effort to make maximum use of used books and e-books in order to decrease book costs to students.

**4.2.14.9** Contactor 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.

**4.2.14.10** Contactor shall provide a desk copy of textbooks to university faculty who are unable to obtain a desk copy from publisher within a reasonable time period.

**4.2.15 Book Buybacks.** Respondent should indicate its willing to provide book buyback services, including frequency and buyback locations

**4.2.15.1** Respondent shall indicate the percentage of retail price that will be given to students wishing to sell back used textbooks in good condition, providing the textbooks will be necessary for the following academic term.

**4.2.15.2** Respondent shall provide their textbook buyback policy.

**4.2.16 Sign-On Bonus.** Describe any sign-on bonus or cash contributions the Respondent would pay University upon execution of the agreement.

**4.2.17 Sponsorship Payments.** Describe the annual sponsorship payment that the Respondent will make available to university as additional consideration in exchange for the qualified sponsorship recognition as defined in the *Internal Revenue Code and Treasury Regulations*. Sponsorship consideration may include scholarships and non-athletic sponsorship.

**4.2.17.1** Respondent shall indicate their willingness to provide support for textbook scholarship(s) and or other types of scholarships.

**4.2.17.2** Respondent shall indicate their willingness to participate in non-athletic sponsorships.

**4.2.18 E-commerce Fee.** Describe consideration offered to university for e-commerce models such as a pay per click fee, percentage of transaction or cost per sale.



**4.2.21 Discounts.** Respondent must provide a detailed list of all categories of products offered to the University with the associated Manufacturer's Suggested Retail Price ("**MSRP**") and any discount offered to university on purchase for university use as follows.

[illegible]

**4.2.22.3 Renovations to Site.** The University recognizes that unique improvements may be required by the Contractor to conduct operations within the Premises. Describe all such

improvements or modifications that the Respondent believes necessary for the operation of its bookstore in the 12,096 square feet.

**4.2.23 Security Issues.** Describe how security issues (both physical security and electronic security) will be addressed for its operation of the Bookstore in the Premises.

**4.2.23.1** Contractor shall comply with university police and other University officials in the provision of security for the bookstore. The Contractor shall maintain security alarms for the bookstore, compatible with the University's security system.

**4.2.23.2** Contractor is responsible for providing security training and for enforcing security policies and procedures as they apply to its staff.

**4.2.23.3** No illegal drugs or other prohibited substances are allowed on the premises. Alcohol consumption or possession is not allowed on the premises. No smoking is allowed on the campus including inside or outside of the any University facility.

**4.2.23.4** The Contractor 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 Contractor's employees lose assigned keys, or jeopardize the security of the facility in any other way, Contractor shall be charged for the associated costs required to rekey the facility.

**4.2.24 Financial Reporting.** Describe the financial reporting, POS and inventory tracking system the Respondent will use in its bookstore operation on the University's Campuses. Please confirm that this system can generate periodic sales reports, and that this system is compatible with University's campus (declining balance) card program.

**4.2.25 Reports.** A monthly report shall be provided on, or before the last day of the month, each month.

**4.2.25.1 A monthly report in a form acceptable to the University shall be provided on, or before the last day of the month succeeding the end of each Accounting Period during the Initial Term or any Extension Term of this Agreement. This monthly report shall be based on the University's fiscal year, which runs from September 1 to August 31. Contractor shall submit to university a copy of the following information:**

**4.2.25.1.1** Gross Sales for the month reported

**4.2.25.1.2** Exclusion from gross sales for the month reported

**4.2.25.1.3** Net sales for the month reported

**4.2.25.1.4** Royalties, commissions or rent paid to university for the month reported

**4.2.25.1.5** Cumulative contract year-to-date information

**4.2.25.1.6** 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.

**4.2.25.1.7** Contractor shall provide audited annual financial statements and an annual payment statement derived from sales tax reports prepared by a certified public accountant.

**4.2.26 Comparable Operations.** Briefly describe up to three comparable projects that the Respondent has completed in the last three (3) years or are currently under development that demonstrate the Respondent's ability to complete the objectives of this RFP.

**4.2.27 Access to Information by Individuals with Disabilities.** Indicate whether the Respondent will consent to include in the Agreement the following "Access by Individuals with Disabilities" language:

**Access to Information by Individuals with Disabilities.** Respondent represents and warrants (“**EIR Accessibility Warranty**”) that the electronic and information resources and all associated information, documentation, and support that it provides to University under this Agreement (collectively, the “**EIRs**”) comply with the applicable requirements set forth in Title 1, Chapter 213, *Texas Administrative Code*, and Title 1, Chapter 206, Rule 206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M, *Government Code*.) To the extent Respondent becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Respondent represents and warrants that it will, at no cost to university, either (i) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (ii) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Respondent fails or is unable to do so, then University may terminate this Agreement and Respondent will refund to university all amounts University has paid under this Agreement within thirty (30) days after the termination date.

If the Respondent objects to the inclusion of the “Access to Information by Individuals with Disabilities” language in the Agreement, the Respondent must, as part of its proposal, specifically identify and describe in detail all of the reasons for the Respondent’s objection. A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.

**4.2.28 Financial Rating.** Submit with the response the current financial rating of the Respondent or any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of the Respondent.

**4.2.29 Pending Acquisitions Involving Respondent.** Indicate whether the Respondent is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, the Respondent must explain the expected impact, both in organizational and directional terms.

**4.2.30 Litigation Report.** Describe the details of all past or pending litigation or claims filed against the Respondent that would affect its performance under the Agreement with the University (if any).

**4.2.31 Landlord and/or Higher Ed References.**

Submit a landlord reference list of no less than three (3) organizations with which the Respondent currently has contracts and/or to which the Respondent has previously operated a bookstore (within the past five (5) years) of a type and scope similar to that required by this RFP. The Respondent must include in its landlord reference list the landlord’s company name, contact person, telephone number, project description, length of business relationship, and background of bookstore or sundry/spirit store operations provided by the Respondent. If the Respondent operates a bookstore facility at another institution affiliated with The University of Texas System, please list the institution(s). No more than two of the references requested above may be at other institutions within The University of Texas System. References that are served in the same manner that Respondent proposes to service University are encouraged.

**4.2.32 Personnel**

**4.2.32.1 Resumes.** Submit 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 the Respondent.

**4.2.32.2 Staffing.** If relevant, provide on-campus staffing levels, including, job titles and responsibilities, and qualifications. Include staffing levels for both peak and off-peak periods, for each bookstore location.

**4.2.32.3 Manager History.** Submit a list of institutions or business that may have requested the proposed on-site manager’s removal within the last five (5) years of the RFP return date. An explanation stating the reason for removal shall accompany each contract listed.

**4.2.32.4 Training Programs.** Provide a written outline describing the training program that Respondent intends to use for the staff of the store, including any of University's students that may work there. The description should include training courses offered and frequency of training sessions.

#### **4.2.33 Management Responsibilities**

**4.2.33.1** Contractor shall be completely responsible for the management of all bookstore services it operates under the contract. This shall include all bookstore operating costs such as inventory, labor (including management and supervisory) fringe benefits, payroll taxes, insurance, telephone equipment and repairs, in-store security, pest control, custodial services, etc.

**4.2.33.2** Contractor's written policies and procedures should be congruent with the University's policies and procedures.

**4.2.33.3** Contractor shall bear any loss caused from dishonest acts on the part of its employees.

**4.2.33.4** Contractor shall be responsible for the disposition of damaged or surplus books, supplies, tools, materials, and any other damaged or surplus merchandise.

**4.2.33.5** Contractor shall designate a representative to meet with university representatives to discuss improvements, changes, or problems with bookstore operations.

**4.2.33.6** Contractor shall employ qualified staff, adequate in number, training and experience for the efficient management and operation of the bookstore.

**4.2.33.7** Contractor shall ensure that all of its employees adhere to all campus regulations and policies and demonstrate courtesy to all patrons.

**4.2.33.8** Personnel relations of the Contractor's staff shall be the Contractor's responsibility, including compliance with all applicable laws and regulations related to the employment of personnel.

**4.2.33.9** Contractor must comply with Equal Opportunity laws regarding employment training, job assignments, promotions, transfers, layoffs, terminations, and rates of pay. Contractor must not discriminate against any employee applicant for employment due to race, color, creed, religion, national origin, sex, age, physical ability or marital status.

**4.2.33.10** Employment policies for Contractor'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 the University upon request.

**4.2.34 Disaster Recovery Plans.** Indicate whether the Respondent has a contingency plan or disaster recovery plan in the event of major casualty or natural disaster affecting the store. If so, submit a copy of the plan.

**4.2.35 Anticipated Issues.** Describe any difficulties the Respondent anticipates in performing its duties under the Agreement with University and how the Respondent plans to manage these difficulties.

**4.2.36 Required Operational Assistance.** Describe any assistance the Respondent will require from university in performing the Agreement.

**4.2.37 Other Information.** Provide any other information that the Respondent considers relevant to the University's evaluation of the Respondent's response to this RFP.

**4.2.38 Virtual Store.** Describe the Respondent's plans and timeline for implementation of a virtual store/website. Proposal should include but not be limited to:

**4.2.38.1** faculty textbook adoptions

**4.2.38.2** reservation and/or sale of textbooks

**4.2.38.3** sale of course materials and merchandise

**4.2.38.4** describe University's role or resources needed for Respondent to provide such service

**4.2.38.5** specify if the Respondent will collaborate with external entities to provide such service

**4.2.38.6** specify if other services and/or external entities will be solicited

**4.2.38.7** specify method and controls that will be implemented to ensure University pricing is not greater than that which is offered to the general public or on the Respondent's primary website.

**4.2.39 Technology Devices.** Respondent shall submit a plan and timeline if there is intent to sell hardware, software, peripherals, cell phones, and other technology devices. Include the financial considerations associated with this proposal. Such plans shall at a minimum describe the type and brands of goods, and a description of the proposed pricing of these goods, both to University's students and to others.

**4.2.40 Electronic/Digital Materials.** 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.

**4.2.40.1 Online/Interactive Programs.** Describe any program that enhances online and interactive teaching and learning programs of University's faculty and the steps the Respondent would take to promote the same.

**4.2.40.2 Comparative Costs.** Provide average cost in comparison to new book, used book and rental book pricing.

**4.2.40.3 Timeline.** Provide timeline for execution and any resources required from university to successfully implement.

**4.2.40.4 Brightspace by D2L.** Describe approach for implementation of the program will be mandatory, optional and/or phase in approach. University uses Brightspace by D2L as its learning peripheral. The Respondent's program must be able to interface with Brightspace by D2L.

**4.2.41 University Assistance.** Describe what University resources (if any) are required to implement this program.

**4.2.41.1 Future Plans.** What future plans does the Respondent have for further development of electronic/digital content to students at affordable and competitive pricing?

**4.2.41.2 Online System.** Respondent must include web links or screen shots of Respondent's online ordering system for other higher education institutions.

**4.2.42 Electronic and Information Resources.** In its proposal, Respondent must respond to each item listed in **Exhibit E** - Electronic and Information Resources ("*EIR*") Environment Specifications to this RFP. **Exhibit E** will establish specifications, representations, warranties and agreements related to the EIR that Respondent is offering to provide to The University.

**4.2.43 Security Characteristics.** In its proposal, Respondent must respond to each item listed in **Exhibit F**, Security Characteristics and Functionality of Respondent's Information Resources. **Exhibit F** will establish specifications, representations, warranties and agreements related to the EIR that Respondent is offering to provide to The University. Responses to **Exhibit F** will be incorporated into the Agreement and will be binding on Respondent.

**4.2.44 Conservation and Sustainability Initiatives.** Describe environmental conservation and sustainability initiatives or programs Respondent will implement with respect to the bookstore

and report on a quarterly basis for submittal to University's Sustainability Committee. Data must have quantitative measurements.

**4.2.45 Net Payment Terms.** Respondent must affirmatively confirm that it is aware of and agrees that University's payment terms for the procurement of goods and services from Respondent are "Net 30 days."

Respondent must indicate below the prompt payment discount that Respondent will provide to university:

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

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**EXHIBIT E**  
**Electronic and Information Resources Specifications**

The specifications, representations, warranties and agreements set forth in Responder's responses to this **Exhibit E** 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).

1.1 Hardware: If Responder will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?

1.2 Operating System and Version:

1.3 Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?

1.4 Application Server:

1.5 Database:

1.6 Other Requirements: Are any other hardware or software components required?

1.7 Assumptions: List any assumptions made as part of the identification of these environment requirements.

1.8 Storage: What is the space/storage requirements of this implementation?

1.9 Users: What is the maximum number of users this configuration will support?

1.10 Clustering: How does the EIR handle clustering over multiple servers?

1.11 Virtual Server Environment: Can the EIR be run in a virtual server environment?

2. If the EIR will be hosted by Responder, describe in detail what the hosted solution includes, and address, specifically, the following issues:

2.1 Describe the audit standards of the physical security of the facility; and

2.2 Indicate whether Responder 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 Responder's technical staff? What is the estimated cost of required training?

6. Upgrades and Patches: Describe Responder's strategy regarding EIR upgrades and patches for both the server and, if applicable, the client software. Included Responder'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, Responder or University, will be responsible for maintaining critical EIR application security updates?

3. If the EIR is hosted, indicate whether Responder'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 Responder 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 Responder place the EIR source code in escrow with an escrow agent so that if Responder is no longer in business or Responder has discontinued support, the EIR source code will be available to university.

### Accessibility Information

Responder must provide the following, as required by Title 1, Rule §213.38(b) of the *Texas Administrative Code*:

1. Accessibility information for the electronic and information resources ("**EIR**")<sup>1</sup> products or services proposed by Responder, where applicable, through one of the following methods:

- (A) the URL to completed Voluntary Product Accessibility Templates ("**VPATs**")<sup>2</sup> or equivalent reporting templates;
- (B) an accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or
- (C) the URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract; and

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

<sup>1</sup> Electronic and information resources are defined in Section 2054.451, *Texas Government Code* ([link](#)) and Title 1, Rule §213.1 (6) of the *Texas Administrative Code* ([link](#)).

<sup>2</sup> Voluntary Product Accessibility Templates are defined in Title 1, Rule §213.1 (19) of the *Texas Administrative Code* ([link](#)). For further information, see this [link](#) to a VPAT document provided by the Information Technology Industry Co



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**EXHIBIT F**  
**Security Characteristics and Functionality of Respondent's Information Resources**

The specifications, representations, warranties and agreements set forth in Respondent's responses to this **Exhibit F** 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 Respondent (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 to be provided or used by Respondent 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 Respondent 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 Respondent:*

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 Respondent's data center and network components.
6. What procedures and best practices does Responder 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 Respondent take to detect and prevent unintentional, accidental and intentional corruption or loss of University Records?
8. Will the Respondent 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 Respondent objects, explain basis for the objection to a vulnerability scan.
9. Describe processes Respondent 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 Respondent 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 Respondent uses to ensure the restoration and availability of University Records.

11. Does Respondent encrypt backups of University Records? If yes, describe the methods used by Respondent to encrypt backup data. If no, what alternative safeguards does Respondent 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 Respondent monitor the safeguards required by the HIPAA Security Rule (45 C.F.R. §164 subpts. A, E (2002)) and Respondent's own information security practices, to ensure continued compliance? If yes, provide a copy of or link to the Respondent's HIPAA Privacy & Security policies and describe the Respondent'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 Respondent'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 Respondent:*

7. What administrative safeguards and best practices does Respondent have in place to vet Respondent'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 Respondent have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?

9. Describe Respondent'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 Respondent:*

1. What administrative safeguards and best practices does Respondent have in place to vet Respondent'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 Respondent 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 Respondent 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 Respondent 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 Respondent:*

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 Respondent will safeguard University Records.

3. Do Information Resources secure data transmission between University and Respondent? If yes, describe how Respondent 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 Respondent:*

1. Describe Respondent'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 Respondent have in place to detect information security breaches and notify University and other customers? Include Respondent's definition of security breach.

3. Describe the procedures and methodology Respondent has in place to detect information security breaches, including unauthorized access by Respondent'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 Respondent:*

1. Describe the procedures and methodology Respondent 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 Respondent 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 Respondent'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 Respondent for security or privacy violations or security breaches or incidents, including the final outcome.

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**EXHIBIT G**  
**HUB SUBCONTRACTING PLAN**



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE:** Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

## - - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

## SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract\*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: \_\_\_\_\_

Requisition #: \_\_\_\_\_

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

#### **SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date  
(mm/dd/yyyy)

#### **Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

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Page 1 of 1  
(Attachment A)

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes - No
		- Yes - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

## SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: \_\_\_\_\_

State of Texas VID #: \_\_\_\_\_

Point-of-Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Fax #: \_\_\_\_\_

## SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: \_\_\_\_\_

Point-of-Contact: \_\_\_\_\_

Phone #: \_\_\_\_\_

Requisition #: \_\_\_\_\_

Bid Open Date: \_\_\_\_\_

(mm/dd/yyyy)

## SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_ .  
Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

- Not Applicable

### 4. Bonding/Insurance Requirements:

- Not Applicable

### 5. Location to review plans/specifications:

- Not Applicable

# EASY HUB LOOKUP on the CMBL

In accordance with Texas Administrative Code 20.14, the following HUB lookup procedures have been developed utilizing the Comptroller of Public Accounts website to identify possible HUB Vendors for subcontracting opportunities.

To that end the following easy step by step instructions to identify NIGP codes and search for potential HUB subcontractors is provided by Stephen F. Austin State University. In addition, the University may have already completed searches that may be beneficial and include a list of potential HUB subcontractors that may be used by the Respondent. If you have a hard time reading the webpages cited, increase the page view to 200% or better.

For assistance with this instruction or further assistance in identifying potential HUB subcontractors, please contact Lacey Bradshaw at 936-468-4412.

**STEP 1:** After identifying what areas that are going to be subcontracted for the project go to the following web address at Comptroller of Public Accounts:

<https://mycpa.cpa.state.tx.us/commbook/indexSearch>

State of Texas Commodity Code Search

(Revised January, 2016)

**NOTE:** Search results represent NIGP's search-friendly keyword data set and not official code descriptions. The official NIGP Commodity Book is copyrighted material to be used for reference purposes only and may not be reproduced without a license from Periscope Holdings, Inc.

[Go To Numeric Index](#)

Enter a word or words to match. Matches will contain all words entered.

**Search keywords:**

OR

**Search by Class:** (3 digits required)

[Reset](#)

**Search Results**

No search done yet or nothing entered to search for

texas.gov | Texas Records and Information Locator (TRAIL) | State Link Policy | Texas Homeland Security | Texas Veterans Portal

Glenn Hegar, Texas Comptroller • Home • Contact Us  
Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

8:54 AM  
11/17/2016

At this point type in the item you are looking for in Search keywords: (for this example we are looking for drywall services). Press Submit Search and the results will appear. See example below:

The screenshot shows a web browser window with the URL [https://cmlreg.cpa.state.tx.us/commodity\\_book/Alpha\\_index\\_inquiry.cfm](https://cmlreg.cpa.state.tx.us/commodity_book/Alpha_index_inquiry.cfm). The page title is "State of Texas Commodity Code Search" and it is dated "(Revised January, 2016)". A note states: "NOTE: Search results represent NIGP's search-friendly keyword data set and not official code descriptions. The official NIGP Commodity Book is copyrighted material to be used for reference purposes only and may not be reproduced without a license from Periscope Holdings, Inc." There is a link "Go To Numeric Index". Below this, a search bar contains the text "drywall". There is an "OR" option and a "Search by Class: (3 digits required)" field. A "Submit Search" button and a "Reset" link are present. The "Search Results" section shows "10 results matching 'drywall' sorted by Keyword Match". A table lists the results:

Class-Item	Keyword Match
150-33	DRYWALL GROUT
150-33	DRYWALL MORTAR
150-33	DRYWALL PLASTER
320-71	DRYWALL SCREWS
910-75	DRYWALL SERVICES, CEILING AND WALL
570-81	DRYWALL STUDS, STEEL
150-33	GROUT, DRYWALL
150-33	MORTAR, DRYWALL

The page will list Keyword Match for drywall. In this example the Class-Item for Drywall Services, Ceiling and Wall is 910-75. Remember to write down the Class and Item numbers. You will do the same for other items that you will be subcontracting on the project. Once you have completed collecting all Class and Item numbers for sub-contracting opportunities you can proceed to Step 2

**STEP 2:** With the Class and Item numbers you can search for HUB Vendors on the Centralized Master Bidders List – HUB Directory Search. Go to the following web address at Texas Comptroller of Public Accounts:

<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>

Under **SEARCH FOR** mark HUBs Only (you are looking for HUB vendors)

The EXAMPLE below is how the form should be filled out. Search for HUBs on CMBL; Selection 1: Class-Item; Select Fields for Output (Vendor ID, Company Name, Contact Person, City, Email, Phone, Business Description, HUB Eligibility, HUB Gender)

In the example below we are searching for NIGP Class Code 910, Items 75 (Drywall Services).

Once all the information needed has been marked. Click : **SEARCH**.

Search For Vendors - Centralized Master Bidders List - HUB Directory Search

Glenn Hegar  
Texas Comptroller of Public Accounts

Search For Vendors

Help

**Related Links**

- [CMBL/HUB Directory Search Tips](#)
- [Register For CMBL - HUB](#)
- [HUB Mentor Protege Agreement Listing](#)
- [System for Award Management \(EPLS\)](#)
- [Debarred Vendors List](#)

The **CMBL** is a master database used by State of Texas purchasing entities to develop a mailing list for vendors to receive bids based on the products or services they can provide to the State of Texas. Manufacturers, suppliers, and other vendors wishing to furnish materials, equipment, supplies, and services to the state should register for the CMBL to receive bidding opportunities.

The CMBL/HUB Directory Search is automatically defaulted to "CMBL Only" to perform a search for vendors, including [Texas certified HUBs](#) who have elected to [register on the CMBL](#). Purchasing entities use [NIGP Class and Item Codes](#) within the "Multiple Vendor Search" feature to identify vendors who can provide the products or services they want to purchase, and to develop mailing lists of vendors to receive bids.

For detailed explanations of the various search and data output features (i.e., Search For, Single Vendor Search, Multiple Vendor Search, Business Category / Vendor Location Search, Select Fields For Output, Output Options) that may be used to create lists of potential vendors as well as retrieve detailed information on a specific vendor, click [CMBL/HUB Directory Search Tips](#).

[Search](#) [Clear Search](#)

**SEARCH FOR**

☒ CMBL Only ☐ HUBs Only ☐ HUBs On CMBL ☐ All Vendors

**SINGLE VENDOR SEARCH**

Vendor ID:

Vendor Number:

Vendor Name:  contains

[Include Inactive Vendors](#) ☐ Note: If this box is checked, you must enter either a Vendor ID, Vendor Number or Vendor Name.

**MULTIPLE VENDOR SEARCH**

Selection	NIGP Class Code	Items	Highway District(s)
Selection 1	<input type="text" value="910"/>	<input type="text" value="75"/>	<input type="text"/>
Selection 2	<input type="text"/>	<input type="text"/>	<input type="text"/>
Selection 3	<input type="text"/>	<input type="text"/>	<input type="text"/>

**BUSINESS CATEGORY / VENDOR LOCATION SEARCH**

Business Category:

County Location:

City Location:  begins with

Zip Code Location:  exact

Highway District(s) Location:

Once the search is completed, a page like the one below will appear listing all the HUB companies that are Class 910 and Item 75.

The search found 222 vendors where are HUB's.

At this point you should look at the Business Description to confirm that the company does indeed provide drywall services. Note that the first company listed 1DZ ENTERPRISE, L.L.C. does not list drywall services, instead the company business description lists Janitorial Service – if at all possible, you should not use this company in your Good Faith Efforts as there are other companies that list dry wall in their business description.

3 B'S CONTSTRUCTION does list drywall and is a good candidate for sending a request to bid the project.

**YOU ARE REQUIRED TO SELECT THREE (3) HUB VENDORS TO CONTACT.**



When looking for HUB Vendors to support you at SFA look for these vendors that are close to Nacogdoches and East Texas. If none can be found in our area, expand your search to the Dallas/Fort Worth area, Austin and Houston market areas.

## NOTES:

- 1) SELECTING HUBS THAT ARE FROM EL PASO, AND FAR WEST TEXAS DOES NOT SHOW GOOD FAITH IN YOUR SELECTION PROCESS.
- 2) IF YOU DO NOT UNDERSTAND THESE DIRECTIONS OR NEED ASSISTANCE, PLEASE CONTACT THE SFA PROCUREMENT OFFICE FOR HELP.

Search For Vendors - C:\ x

https://mycpa.cpa.state.tx.us/tpasscmblsearch/CmbllHubSearch.do

Glenn Hagar  
Texas Comptroller of Public Accounts

Search For Vendors

Results For HUBs Only Search

Search found 222 vendors, 222 are HUB's, Includes 0 Inactive Vendors.  
Search Condition : SearchType=HUB's Only,Section1 Class Code=910,Section1 Item(s)=(75)

[Back](#)

Vendor ID	Company Name	Contact Person	City	Email	Phone	Business Description
1475357271900	1DZ ENTERPRISE, L.L.C.	Debra A. Garcia	INGLESIDE	debbiegarc20@gmail.com	361-534-4244	Janitorial Service
1204990047000	3 B'S CONSTRUCTION	Owner/Andrew Rosas	LYTLE	andrewrosas@sbcglobal.net	210-382-0984	New construction, remodeling to include wood frame, metal stud,drywall. Installat suspended ceiling, concrete work and demolition.
1461995281600	360TXC	Tony Lester	AUSTIN	estimator@360txc.com	877-710-7474	We provide general contracting and complete project planning and management s vast project portfolio covers everything from 1,000sqft interiors and renovations to 25,000sqft+ ground-up and core-shell buildouts.
1472181557000	3J CONTRACTING	Jose Mondragon	CORPUS CHRISTI	3jcontracting@gmail.com	361-548-4937	Remodel, repair, Paint, Lawn Services,constructions,electrical, plumbing, fencing a demolition of small building,& hauling land waste.
1743004957100	A-1 TOTAL INTERIOR, INC.	Pres./CEO/Randy Sanchez Sr.	SAN ANTONIO	A1totalinteriors@sbcglobal.net	210-733-3739	Construction finish out new builds; remodels; commercial & residential contractors
1760404341800	A.C.T. SERVICES	President / Deborah Harris	SAN ANTONIO	debbie@actsoftx.com	210-902-5785	A.C.T. Services provides quality residential and commercial design and constructio
1752966405800	ACUMEN ENTERPRISES, INC.	Wayne Boyter	DESOTO	wayne@acumen-enterprises.com	972-572-0701	Mechanical HVAC & plumbing contractor, mechanical insulation, & general construc
1760616493100	ADVACS, INC.	Francis Foyeku	HOUSTON	fofoyeku@aol.com	713-266-7200	IT Services/Facilities Maintenance Service/Construction Management of Division 9
1263904481200	AG CONSTRUCTION MANAGEMENT	Anthony Gutierrez	AUSTIN	info@agcm.us	512-579-6498	Service general contractors for the federal, state, public works projects
1741946544200	AIR STREAM GENERAL CONSTRUCTION, INC	Rebecca Flores	SAN ANTONIO	bflores@air-streamservices.com	210-533-3264	Air-Conditioning, HVAC Contracting, Mechanical Services, and Facilities Support Se
1811519383300	ALA SIGNATURE SERVICES, LLC	Linda Alexander	KATY	alasignatureservices@gmail.com	817-993-9905	Facility/Building Maintenance Services; Janitorial/Custodial Services; General Freig Local; Administrative Services

10:32 AM 11/17/2016

**POTENTIAL HUB SUBCONTRACTORS PROVIDED WITH**

Request for Proposal #CAMPUS BOOKSTORE-24  
Issued by Stephen F. Austin State University  
Closing Date/Time: January 5, 2024 at 3:00 PM

This list of potential HUB subcontractors is provided for information only and SFA does not endorse, recommend, nor attest to the capabilities of any company or individual listed. A complete list of State certified HUBs can be searched online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>

The Respondent is responsible for compliance with the Good Faith Effort requirements outlined in the Invitation to Bid and HUB Subcontracting Plan documents.

**NIGP Class Code – vendors in the following commodity class codes are identified on the following pages. The vendor is responsible to identify all commodity classes that may represent subcontracting opportunities.**

958-13	BOOKSTORE MANAGEMENT SERVICES

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**EXHIBIT H  
SAMPLE AGREEMENT**

**CAMPUS STORE AGREEMENT TERMS**

The University desires that the Campus Store Agreement include the following business terms, and all Respondents should clearly and precisely indicate any proposed changes from the matters listed below. Following selection of the successful Respondent to this RFP, the University will prepare and submit to the Respondent the first draft of the proposed Lease.

1. **Premises.** The Premises will be delivered in “as is, where is” condition. University may, at its expense and discretion, relocate the Premises to another site on the campus during the term of the Lease.
2. **Term.** A primary term of seven years, with up to three additional renewal periods of one year each.
3. **Rent.** Respondent should suggest a proposed rental schedule, clearly indicating amounts and times of payment. Because the University is a not-for-profit agency of the State of Texas, payments received by the University as compensation under the Lease Agreement (whether denominated as “rent” or otherwise) may be subject to Unrelated Business Income Tax (“**UBIT**”) under the U.S. Internal Revenue Code. For the purposes of aiding University in its annual calculation of its UBIT obligations, if any, arising with respect to the compensation received under this Lease, Respondents should anticipate that the Lease will separately define the elements of the payment stream to the University, which elements may include, without limitation, the following:

- 3.1 Base rental for the lease of the Premises
- 3.2 Guaranteed Percentage Royalty for the lease of the Premises
- 3.3 Lease of University personal property used in the Premises
- 3.4 License of University Marks
- 3.5 Fieldhouse event sales
- 3.6 Advertising on campus
- 3.7 Catalogue Sales
- 3.8 Credit Card Marketing
- 3.9 Sale of electronic communication devices
- 3.10 Sale of bookstore inventory
- 3.11 Capital contribution (if any) to the remodeling of the Premises
- 3.12 Periodic renovation fee
- 3.13 Lessee’s textbook buyback rights
- 3.14 Lessee’s donation of scholarships
- 3.15 Utility services reimbursement
- 3.16 Qualified sponsorship
  - 3.16.1 Official Sponsor Designation
  - 3.16.2 Public address announcements at University events
  - 3.16.3 Link to sponsor’s web-site link
  - 3.16.4 Sponsor Logo in print materials
  - 3.16.5 Promotional product placement
  - 3.16.6 Financial sponsorship for non-athletic events

**4. Permitted Use and Exclusive Campus Rights.** To the extent authorized by the Constitution and laws of the State of Texas, and except as otherwise expressly agreed in the Lease, so long as the Lease remains in effect University will not grant to any other person the right to:

(i) operate a physical book store on University’s Campus or offer academic materials pertaining to educational courses offered by the University on the Campus for sale from a physical location on the Campus; provided that such right is not intended to prohibit the sale of used textbooks and instructional materials on Campus by students, student groups, faculty and/or staff of the University.

(ii) offer University-licensed clothing and merchandise for sale from a physical location on the Campus:

(iii) have an internet page and/or link in the public area of University's official website ([www.sfasu.edu](http://www.sfasu.edu) ; subject to change) for the purposes of (1) electronically connecting to a bookstore; or (2) offering to sell academic materials; or

(iv) sell or rent University graduation regalia and graduation products (including without limitation, graduation regalia, customized invitations and announcements, and diploma frames) from a physical location on the Campus or through a link in the public area of University's website.

**5. Third Party Rights.** As indicated in Section 1.7 of the RFP, Respondent's ability to sell specific goods and services at the Premises may be restricted or limited by existing contracts between the University and third parties.

**6. Costs of Operation.** At a minimum, Contractor shall be responsible for the following costs of operation under the Lease:

**7. Construction of Improvements.** The cost and performance of all improvements and alterations to the Premises Contractor desires for the operation of the bookstore. All improvements and alterations constructed in the Premises shall be subject to prior University approval.

**8. Taxes.** All ad valorem, sales and income taxes pertaining to Contractor's lease of the Premises and operation of the bookstore.

**9. Insurance.**

1. Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at its sole cost, the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-: VII or better, and in amounts not less than the following minimum limits of coverage:

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident \$1,000,000  
Employers Liability - Each Employee \$1,000,000  
Employers Liability - Policy Limit \$1,000,000

Workers' Compensation policy must include any states where contractor performs operations for university.

Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit \$1,000,000  
Damage to Rented Premises \$ 300,000  
Personal & Advertising Injury \$1,000,000  
General Aggregate \$2,000,000  
Products - Completed Operations Aggregate \$2,000,000

The required Commercial General Liability policy will be issued on a form that insures Contractor's and subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles will be provided to university upon request. Contractor will be responsible for any and all deductibles, self-insured retentions or waiting period requirements. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the Cyber Liability policy is written on a claims-made basis and non-renewed at any time during and up until the project completion signing date, Contractor shall purchase an Extended Reporting Period for at least a two-year period. University "its subsidiaries" and The Board of Regents of the University of Texas System will be named as an additional insureds and University will be provided with a waiver of subrogation, both by endorsement to the required Cyber Liability policy. In addition, the Insured vs. Insured exclusion shall not apply to university "its subsidiaries" and The Board of Regents of the University of Texas System for a wrongful act of (Contractor).

**2. Contractor will deliver to university:**

Evidence of insurance on a Texas Department of Insurance approved certificate form (Acord form is a Texas Department of Insurance pre-approved form) verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Work by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days prior to each annual insurance policy renewal.

**All insurance policies** (with the exception of workers' compensation, employer's liability and professional liability) will be endorsed and name the Board of Regents of The University of Texas System, The University of Texas System and University as Additional Insureds for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including ongoing and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System The University of Texas System and University. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System, The University of Texas System and University. No policy will be canceled until after thirty (30) days' unconditional written notice to university. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to university thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this Section.

Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by university prior to the performance of any Work by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by University or the University of Texas System. Contractor's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by university in writing.

**10. Security.** Securing the Premises against the risk of loss or damage to the property.

**11. Telecommunication.** All installation and service charges for telecommunications serving the Premises.

**12. Pest Control.** Contractor shall maintain the Premises free from rodents, insects and other pests.

**13. Waste and Garbage Removal.** Removal of all dry garbage within the Premises and the disposal of dry garbage in university-provided trash receptacles.

**14. Signage.** The cost of erecting signage, which shall be subject to prior approval of university.

**15. FISCAL MATTERS**

**15.1 Payments by Customers.** Contractor is solely responsible for collecting payment of all sales from its operations. The University will not assume the role of a collection agency for Lessee. The University will not adjudicate disputes between customers and Lessee over the existence or the number of debts. Save and except to the extent that the University itself is a customer as a result of an official University purchasing transaction conducted under this Agreement, the University will not be deemed a party to or responsible for any contracts, transactions, or agreements between Lessee and any person purchasing goods or services from the bookstore.

**15.1.1 Credit Cards.** With respect to its operations, Lessee will accept payment, at a minimum, through cash and American Express, Discover, MasterCard, and VISA charge cards. Lessee will pay all merchant charges associated with acceptance of charge cards. Lessee will additionally offer a gift card program for the bookstore.

**15.1.2 Debit Cards and Personal Checks.** Lessee will accept student, faculty, and staff debit cards and personal checks in reasonable amounts for cash and/or purchases, subject to appropriate and customary identification of the customers and verification of the checks

**15.1.3 Gift Cards.** Lessee will offer for sale "gift" cards that may be used to purchase goods and services at the bookstore.

**15.1.4 Merchant Processor.** Lessee may select and use a merchant processing service of Lessee's choice for credit transactions.

**15.2 Payments by State Customer.** In the event that the University or any other Texas state agency or public institution of higher education (jointly and severally, "**State Customers**") procures any goods or services from Lessee at or through the Bookstore, Lessee will accept the following from such State Customers as payment for such "**State Customer Transactions**": (i) official State Customer purchase orders and procurement cards (including, but not limited to, the University's procurement card); or (ii) for purchases made by the University, the University departmental account charges utilizing a transactional method approved in writing by the University's Disbursements Office.

**15.2.1 University Purchases.** University will pay Lessee invoices in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code, as it may be amended. In no event will Lessee enter into cash transactions with any University departments for the sale of any hardware, software, goods, or service through the bookstore. Lessee shall submit timely billing for any charge sales incurred by the University's departments. Lessee will accept University departmental charges as a form of tender for Bookstore purchases in accordance with applicable University policies. Purchases must be accompanied by appropriate University forms and be completed in a manner approved by university. If made available within the Term of this Agreement, Lessee will also accept University's procurement and/or campus debit cards. UNIVERSITY DOES NOT COMMIT TO MAKE ANY PURCHASES OF GOODS AND SERVICES UNDER THIS AGREEMENT.

**15.2.2 Sales Taxes.** State Customers will pay for all State Customer Transactions in accordance with the Texas Prompt Payment Act, currently codified in Chapter 2251, Texas Government Code. State Customers are exempt from certain state taxes under various exemption statutes. the University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Goods and Services in accordance with Section 151.309, Texas Tax Code, and Title 34, Texas Administrative Code ("**TAC**") Section 3.322. Notwithstanding their exemption from certain state taxes, a State Customer shall be responsible for any taxes (except corporate income taxes, franchise taxes, and taxes on Lessee's personnel, including personal income tax and social security taxes) from which the State Customer is not exempt. Lessee will provide reasonable cooperation and assistance to State Customers in obtaining any tax exemptions to which the State Customers are entitled. Interest will be payable by State Customers on all overdue amounts as specified in Section 2251.026, Texas Government Code, as amended from time to time.

**15.3 Point of Sale System.** Lessee shall obtain vendor certification and become established as a transaction integration agent with the University's stored value card Lessee (if any), CS Gold, and maintain a Point-of-Sale system compatible with the University's Card System in order to facilitate proper recordkeeping of the University's accounting books and records. Lessee, at its cost, will purchase, install, maintain and replace as necessary all hardware, software, and accessories (including the installation of any necessary communication or networking changes) that are necessary to implement and maintain the POS devices to interface with the Card System. Upon Lessee's written request, the University will provide Lessee with specifications for CS Gold POS and/or card reading devices.

**15.4 Accounting Period.** The accounting period used for this Agreement shall be monthly, as based on the University's Fiscal Year.

**15.5 Inspection and Audit.** Lessee shall give University prior written notice of any audit of Lessee by any governmental entity of its records and/or operations pertaining to the bookstore. The University shall receive full reports of any such audits. During the term of this Agreement and for a period of four years thereafter, the University shall have the right (separate and distinct from any audit rights of the Texas State Auditor under applicable law) to conduct its own audit of Lessee's records and operations by giving seven working days' notice to Lessee. In the event that such an audit is undertaken, Lessee shall provide reasonable working space and access to its records to the University's auditors. the University shall notify Lessee, in writing, of any deficiency made known as a result of said audits. Lessee shall, within thirty-days of receipt of written notice, correct any deficiencies noted by said audit in its accounting or operating procedures. If the University should uncover the underreporting of sales by more than one percent (1 %), the cost of such audit shall be at Lessee's expense and Lessee shall promptly pay the University for any underpayments under this Agreement related to such under-reporting of sales. All financial records and inventory records related to Lessee's performance of this Agreement shall be maintained in Lessee's offices.

**15.6 Maintenance of Accounting Records.** Lessee shall maintain accurate, complete and separate books of accounts according to generally accepted accounting principles reflecting completely its operations under this Agreement, together with appropriate supporting data and documents. Lessee shall make such books of accounts, supporting data, and documents available to the University for inspection, reproduction, and such records will be kept at a reasonable place in or near Hidalgo County or Cameron County, Texas, or in Travis County, Texas, and Lessee will make such financial records available for inspection there for a period of at least four years after the termination of this Agreement. University shall give Lessee seven days' prior written notice of its request to examine books of accounts and supporting data.

**16. MORTGAGES AND FINANCING.** The University must approve all grants of liens and security interests involving Respondent's interest in the lease and bookstore property. The University's interest in the Premises shall never be subordinated in favor of any third-party lender.

**17. OPERATING SCHEDULE.** Hours of operation shall complement the University's class schedules and holidays.

**18. PERSONNEL.** All personnel working in the Premises shall be subject to university rules, including criminal background checks. Operations in the Premises shall be managed by persons reasonably experienced in operating a bookstore in a university campus setting.

**19. MARKETING AND ADVERTISING.** All marketing and advertising pertaining to the operation of the bookstore in the Premises shall be subject to the regulation and prior approval of the University,

**20. STATE LAW ADDENDUM.** The state law contract provisions shown on the attached **Exhibit B-1** shall be included within the Lease.

**EXHIBIT B-1**  
**STATE LAW ADDENDUM – SPACE USE AGREEMENTS**

**THE PROVISIONS OF THIS STATE LAW ADDENDUM MAY NOT BE ALTERED  
BY AGREEMENT OF THE PARTIES EXCEPT AS PROVIDED IN SECTION 14 BELOW.**

This STATE LAW ADDENDUM – SPACE USE AGREEMENTS ("**State Law Addendum**") is attached to and made a part for all purposes of that certain agreement (as amended from time to time, "**Agreement**") entitled "\_\_\_\_\_" and dated effective \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ ("**Owner**") and the **BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM**, for the use and benefit of The University of Texas \_\_\_\_\_, an institution of higher education and agency of the State of Texas ("**BOR**"), concerning the BOR's use and occupancy of \_\_\_\_\_ ("**Premises**") in the \_\_\_\_\_ ("**Building**"), located in \_\_\_\_\_, Texas, as more particularly described in the Agreement.

This State Law Addendum amends and modifies the Agreement and the parties expressly agree that so long as BOR or another agency of the State of Texas is a party to the Agreement, the provisions of this State Law Addendum shall control to the extent of any conflict between the provisions of this State Law Addendum and the remainder of the Agreement. This State Law Addendum also amends and modifies any agreement, certification, confirmation, and other documentation signed, approved or provided by BOR in connection with the Agreement or the transactions contemplated therein, including but not limited to any estoppel certificates, subordination and/or non-disturbance agreements (collectively, "**Ancillary Agreements**"), and the parties expressly agree that so long as BOR or another agency of the State of Texas is a party to any Ancillary Agreement, the provisions of this State Law Addendum shall control to the extent of any conflict between the provisions of this State Law Addendum and such Ancillary Agreement.

**1. Prohibition on Violation of State Law and Constitution by BOR.** OWNER AND BOR HEREBY AGREE THAT BOR SHALL NOT BE REQUIRED TO PERFORM ANY ACT OR REFRAIN FROM PERFORMING ANY ACT UNDER THIS AGREEMENT OR ANY ANCILLARY AGREEMENT IF THAT PERFORMANCE OR NON-PERFORMANCE WOULD CONSTITUTE A VIOLATION OF THE CONSTITUTION OR LAWS OF THE STATE OF TEXAS.

**2. Waivers and Releases.** Pursuant to Article III, Sections 49, 50, 51, 55 and the other applicable provisions of the Texas Constitution, no provision of this Agreement and the Ancillary Agreements providing for (i) BOR's waiver, release or exculpation of Owner and/or Owner's officers, employees, principals and agents for claims, liabilities and damages of any kind or nature arising from the negligent or willful acts or omissions of said persons, whether jointly or severally; or (ii) limitations on the remedies or recourse of BOR against Owner and/or Owner's officers, employees, principals and agents, whether jointly or severally, for claims, liabilities and damages of any kind or nature, shall be of force and effect, except as otherwise expressly provided by statute. Without limitation of the foregoing, any waiver of subrogation rights by BOR under the Agreement, any Ancillary Agreement, or under any policy of insurance provided by or on behalf of Owner with respect to the Agreement or any Ancillary Agreement shall be effective only to the extent authorized by applicable law.

**3. Indemnities.** Pursuant to Article III, Sections 49, 50, 51, 55 and the other applicable provisions of the Texas Constitution, no provision of this Agreement and the Ancillary Agreements providing that BOR will reimburse, indemnify or hold harmless Owner or any other person for any liability, claim or damages that are not caused by the negligent or willful acts or omissions of BOR shall be of force and effect.

**4. Courts, Jury Trial and Waiver.** Except as otherwise expressly provided by statute, no provision of this Agreement and the Ancillary Agreements shall constitute, nor is it intended to constitute, a waiver of BOR's or the State of Texas' exemptions, privileges, and immunities provided by or allowed under the Constitution of the State of Texas or any other applicable laws, including without limitation (i) sovereign immunity to suit; (ii) sovereign immunity against the recovery of money damages; or (iii) right to a jury trial for any issue arising under the Agreement or any Ancillary Agreement. Except as otherwise expressly provided by statute, no provision of this Agreement and Ancillary Agreements providing that BOR consents to the jurisdiction of any court shall be binding against BOR.

**5. Attorney Fees.** No provision of this Agreement and the Ancillary Agreements requiring BOR to pay court costs, costs of suit, or attorney fees incurred by Owner or any other person in enforcing or interpreting the terms of this Agreement or any Ancillary Agreement shall be of force and effect, except as otherwise expressly provided by statute.



**6. Arbitration.** Pursuant to Texas Government Code §2009.005(c), no provision of the Agreement and the Ancillary Agreements providing for the arbitration of disputes concerning the Agreement or any Ancillary Agreement by the parties shall be of force and effect.

**7. State Property.** No provision of the Agreement and the Ancillary Agreements purporting to grant to Owner (i) a security interest or lien against the real or personal property of the BOR or any other state agency; or (ii) a contractual right or power of attorney to take control over or otherwise handle or dispose of the property of BOR or any other state agency, shall be of force and effect.

**8. Insurance.** Owner acknowledges that BOR is an agency of the State of Texas and has only such authority as is granted to BOR by state law or as may be reasonably implied from such law, and that any obligation of BOR under this Agreement or any Ancillary Agreement to obtain insurance is expressly made subject to the BOR's authority under state law to obtain such insurance. Owner further agrees that BOR shall have the right, at its option, to (a) obtain liability insurance protecting BOR and its employees and property insurance protecting BOR's interests in real property and the contents located in such real property, to the extent authorized by Section 51.966 of the Texas Education Code or other law; or (b) self-insure against any risk that may be incurred by BOR as a result of its operations under this Agreement or any Ancillary Agreement.

**9. Texas State Auditor's Office.** Owner acknowledges and stipulates that, notwithstanding anything to the contrary set forth in this Agreement and the Ancillary Agreements, the Texas State Auditor's Office (collectively, with any successor agency thereto, the "State Auditor") is authorized under applicable Texas law (including, without limitation, Texas Education Code Sections 51.9335(c), 73.115(c) and 74.008(c)), in each case, as may be amended from time to time, to conduct an audit or investigation in connection with any of the funds or payments received and accepted by Owner from BOR pursuant to this Agreement or any Ancillary Agreement. Owner agrees to cooperate with the State Auditor in the conduct of any such audit or investigation, including, without limitation, providing the State Auditor with all records requested as may be required under applicable Texas law. All costs and expenses of any such audit or investigation by the State Auditor shall be BOR's sole responsibility, except and unless such audit and investigation determines that the amounts paid by BOR for the applicable period which are the subject of such audit or investigation were in excess of the amounts properly payable under this Agreement or any Ancillary Agreement, in which event Owner will pay to BOR the amount determined to be in excess of the correct amount. In addition, if the excess amounts are greater than five percent (5.0%) than the amounts properly payable under this Agreement or any Ancillary Agreement, Owner shall reimburse BOR for the actual and reasonable cost of such audit by the State Auditor.

**10. Public Information Act.** Any obligation of BOR under the Agreement or any Ancillary Agreement to (i) keep the terms and provisions of the Agreement or such Ancillary Agreements confidential; and/or (ii) not disclose the financial terms of this Agreement or such Ancillary Agreement, shall be binding on BOR only to the extent permitted by law, including without limitation Chapter 552 of the Texas Government Code (commonly known as the Texas Public Information Act) or any successor law or other similar statutory provisions.

**11. Accessibility Inspection.** Texas Government Code §469.106(c) and §2167.006(b) provide that before the premises subject of the Agreement may be occupied in whole or in part by BOR, an on-site inspection of the Building and the Premises must be performed by (i) the Texas Department of Licensing and Regulation ("TDLR"), (ii) an entity who has contracted with the Texas Commission of Licensing and Regulation ("TCLR") pursuant to Texas Government Code §469.055, or (iii) a person who holds a certificate of registration issued pursuant to Texas Government Code §469.201, to ensure compliance with the accessibility standards and specifications adopted by TCLR (Title 16, Texas Administrative Code, Chapter 68) under authority of Texas Government Code Chapter 469. The provisions of this Section shall apply to any additional or new premises that may be occupied or used by BOR after the effective date of the Agreement.

(a) **Repair.** The term "Inspector" as used in this paragraph means any one or more of the following: The TDLR, any contracted entity, or any certificated person described above in this paragraph as authorized to perform on-site inspections. If the Inspector finds any condition in the Premises or the Building not in compliance with TDLR accessibility standards and specifications (conditions as to which the TDLR has waived compliance pursuant to a variance or other written departmental action shall be deemed to be in compliance), Owner may, but is not obligated, to correct such noncompliance, but if Owner shall not have corrected such noncompliance by the date that is sixty (60) days after the report of the Inspector shall have been delivered to Owner or such later date as may be established by the TDLR for correction of such non-complying conditions (such period being the "Cure Period"), then pursuant to Texas Government Code Chapter 469, BOR must terminate this Agreement upon written notice to Owner given within thirty (30) days after the expiration of the Cure Period and prior to correction of such noncompliance by Owner, time being of the essence. If this Agreement is cancelled by BOR

pursuant to the provisions of this Section, the cancellation shall be effective upon written notice to Owner, and BOR shall be automatically released of all claims of Owner for rent or use fees or for damages or liability arising from the termination.

(b) **Cooperation.** Owner and BOR shall provide to TDLR and the Inspector all necessary cooperation and information concerning inspection of the Building and the Premises and any corrective action required. BOR shall pay any fees charged by TDLR for inspection of the Building under Texas Government Code Chapter 469, as amended from time to time.

**12. HIPAA.** If the BOR's permitted use of the Premises under the Agreement includes the provision of health care services to patients, the Owner acknowledges and stipulates that as a licensed health care provider, BOR is required to comply with state and federal privacy laws as to BOR's patients, including the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 and all amendments thereto (commonly known as the "Privacy Standards"), as promulgated by the U.S. Department of Health and Human Services pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and all amendments thereto ("HIPAA"). In the event that in its use of the Premises, BOR creates, stores or maintains "protected health information" ("PHI"), as that term is defined by 45 CFR §160.103, in the Premises, the parties agree that nothing in this Agreement gives Owner or Owner's employees and agents any right to access, use or disclose PHI and that Owner and its employees and agents shall never need or seek access to, or the use of, any PHI of BOR. However, in the event PHI is accessed (whether inadvertently or otherwise) by Owner or its employees or agents, the party discovering such disclosure shall promptly notify the other party and Owner agrees to promptly take commercially reasonable measures to prevent any subsequent dissemination by Owner or Owner's employees or agents of such PHI to third parties. The parties agree that the provisions of this Section do not create, and are not intended to create, a "business associate" relationship between the parties as that term is defined by the Privacy Standards. The parties further agree that in the event that Owner or its employees or agents have a lawful right to enter into the Premises without the permission and/or knowledge of BOR, Owner shall have no right to access PHI or deprive BOR of access to such PHI, provided that BOR shall take reasonable efforts to safeguard PHI confidentially and securely so as to prevent Owner or its employees or agents from inadvertently coming into contact with PHI on the Premises. This section shall be interpreted to ensure that, to the extent possible, BOR remains in compliance with HIPAA and all other state and federal privacy laws. To the extent that any other provision of this Agreement can be read to provide Owner with any right to access PHI, this Section shall govern. Good and Services. Owner is advised that pursuant to Texas Education Code 51.9335, in any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be a part of the executed contract without regard to: (i) whether the provision appears on the face of the contract; or (ii) whether the contract includes any provision to the contrary.

**13. Amendment.** THE PROVISIONS OF THIS STATE LAW ADDENDUM MAY BE AMENDED BY AGREEMENT OF THE PARTIES ONLY WITH THE WRITTEN APPROVAL OF THE OFFICE OF GENERAL COUNSEL OF THE UNIVERSITY OF TEXAS SYSTEM.

**EXHIBIT I  
CAMPUS MAP**

**(SEE LINK BELOW)**

<https://www.sfasu.edu/map>

**EXHIBIT J**  
**Sample of Qualified Sponsorship Recognition**

**SAMPLE OF QUALIFIED SPONSORSHIP RECOGNITION**

**1. Specific Recognition**

**1.1 Official Sponsor Designation.** Sponsor may incorporate the designation “an Official Sponsor of Stephen F Austin State University” in banners, announcements, logos, products and other material used in connection with this Agreement.

**1.2 Public Address Announcements.** University will recognize Sponsor as an “Official Sponsor of Stephen F Austin State University” through the following public address announcements:

**1.3 Link to Sponsor’s Website.** University will post Sponsor Logo on University’s website as more particularly provided in a website sponsorship agreement acceptable to university in all respects.

**1.4 “Sponsor Logo”** means [Note: Sponsor Logo will be included prior to execution of Agreement.]

**Sponsor Logo in Print Materials.** Sponsor Logo will be printed in.

**1.5 Promotional Product and Printed Material Distribution**

**1.5.1 Products and Materials.** Subject to the terms and conditions of this Agreement and approval of University, Sponsor will have the following distribution rights for qualified sponsorship recognition material as defined in the *Internal Revenue Code and Treasury Regulations* (“**Sponsorship Recognition Material**”):

Sponsor understands, acknowledges, and agrees that the method of distribution and the amount, scope, and type of promotional products that may be distributed in accordance with this Section will be determined by university.

**1.5.2 Policy Limitations.** University Rules, including Rule 80301, place restrictions on the display and distribution of promotional products and the distribution of printed material related to goods or services provided by Sponsor. Among other restrictions, such activities: (i) may not interfere with the use of facility entrances and exits or the flow of pedestrian or vehicular traffic; (ii) may not harass, embarrass, or intimidate the people being solicited; (iii) may not violate any applicable law or regulation; (iv) may only be authorized the day before and the day of an intercollegiate athletic event or an athletic related event taking place in a facility used for athletic events; (v) may only be conducted from booths, tables, and kiosks (or in a University designated area for display of motorized vehicles) immediately adjacent to an athletic facility, the location and number of which have been authorized by University; (vi) must be conducted in accordance with University Rules, including those regarding safety; and (vii) must not include making sales or taking orders.

**1.5.3 License Required.** Any promotional products distributed under this Agreement that are imprinted with the name, logos, trademarks, service marks and other symbols of University (collectively, “**University Marks**”) may only be imprinted pursuant to a license issued by Learfield or any successor identified by University.