



PROCUREMENT SERVICES

TEXAS TECH
Administration & Finance
Financial & Business Services

Request for Proposal ("RFP") Number:

2025-1124

RFP Name:

Texas Tech University Textbook,
Course Material, and
Merchandise Operations

RESPONSES MUST BE RECEIVED BEFORE:

2:00 PM Central, 7/21/2025

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=TexasTech>

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SECTION 1: **SCOPE OF WORK**

1.1 Objectives

As the landscape for educational materials is changing, Texas Tech University (“TTU”) is issuing this Request for Proposal (“RFP”) to seek innovative solutions for an operational campus store that serves the TTU in-person and virtual communities by leasing space in the TTU Student Union Building (“SUB”) and supplying materials such as textbooks, course materials, promotional merchandise, sundry items, graduation regalia, computer hardware and software, and other innovative offerings (“Merchandise”) that appeal to university students, families, faculty, and staff. TTU will consider proposals responding to Scope(s) of Work for the operation of a Bookstore in conjunction with, or independent of, an online textbook and course material offering, a promotional merchandise/sundry store, and any other proposed operation that would benefit the TTU community, including an online ordering locker system.

TTU reserves the right to award any one scope, any combination of scopes (physical bookstore, merchandise/sundry store, locker system, or any combination of online operations), or to reject any or all proposals if in the best interest of TTU. TTU may award to more than one Proposer if there is a unique offering that would benefit TTU. Proposers are encouraged to be creative in the offerings, and TTU is open to reworking the existing store space to support proposed layouts. The term “physical bookstore” refers to a facility that is geographically located on TTU’s main campus in Lubbock, Texas, or any property owned and operated by TTU. TTU is open to other operations being conducted within the space as long as it does not compete with other operations within the SUB. TTU also operates a print shop in the SUB and would consider the proposer assuming that operation if it provides best value to TTU. TTU envisions a facility that serves as a gathering space on campus for collaboration and is outfitted with current technological functionality. The primary need is for textbooks and course materials and the preferred solution will be able to integrate into TTU’s learning management system.

1.2 Existing Operation

The current bookstore is in the SUB on the TTU campus and has been operated by Follett since August 2021. Follett also manages (1) merchandise and sundry item sales in the physical location and (2) an online platform offering course materials and merchandise. Follett’s online textbook and course materials platform is integrated with the TTU Learning Management System (“LMS”) (currently Blackboard but will be integrated with Canvas by August 2025). The physical store originally contained a Starbucks location, but that has been removed, and TTU operates a Starbucks store separately in the SUB. The Proposer shall not compete with this Starbucks operation. In place of Starbucks, Follett is operating a technology store. TTU’s Athletic Department (“Athletics”) operates its own online merchandise platform and sells TTU Athletics’ branded items at TTU Athletic venues and will be permitted to continue those operations. The current store was recently remodeled by Follett.

1.3 Project Summary and Vision

In the summer of 2024, TTU signed an agreement with Adidas. Other brands may be permitted except for Nike, Converse, Under Armour, Russell, Puma, Reebok, New Balance, Asics, Li-Ning, Anta, Lululemon, Alo, Vuori, and Starter. These brands are strictly prohibited.

In addition, several colleges within TTU are interested in selling branded merchandise specifically for their students and graduates. TTU has an Extended Learning and K-12 program that may opt into the resulting Agreement and should be considered an option in the Proposal response.

There is a need at TTU for the successful Proposer to establish a relationship with the faculty and staff. This requires constant engagement and interaction to have a successful operation and relationship.

TTU seeks an operation that efficiently balances textbooks with affordable additional merchandise and sundry items to include, but not limited to, course/office supplies, approved apparel, graduation regalia, and other TTU-branded or TTU/college-themed items.

TTU encourages creative, effective variations to the traditional university bookstore and merchandise model that may include an extensive offering of affordable learning materials, including new, used and digital books, offering of open

educational resources (“OER”) and OER-based digital courseware, price matching, online operations, integration with Learning Management System with Single Sign-On, direct shipping, lockers, textbook rentals, pop-up locations during high demand times, or other non-traditional operations.

1.4 Alternate Proposals

TTU may consider alternate Proposals submitted by Proposer that expand or differ from these specifications. Proposers submitting alternate Proposals should (i) clearly identify any exceptions taken to the Specifications set forth in this RFP and (ii) include a detailed description of the alternative(s) proposed. The Proposer may suggest additions to the specifications set forth in this RFP, and all such suggestions must be clearly defined. Alternate Proposals should be submitted as attachments to the Proposal. Alternate Proposals shall meet the same mandatory requirements and shall be in the same format as the Proposal’s base format.

SECTION 2 **PROPOSAL REQUIREMENTS**

2.1 Mandatory Requirements/Conditions

2.1.1 Operational Requirements

The Successful Proposer(s) will demonstrate competence in modern campus business operations, including, but not limited to:

- A) Innovation in design, layout, services, and product offerings;
- B) Commitment to a positive customer service experiences dedicated to serving the needs of students, faculty, staff, families, alumni, and visitors;
- C) Maintaining competitive pricing with local and online retailers;
- D) Expanded marketing efforts, including promotion of TTU brands;
- E) Integration and cooperation with Athletics and Student Organizations;
- F) Reduction of the current requirements for storage and retail space;
- G) Efforts to lower overall operating expenses;
- H) Familiarity with current trends in college service delivery and open to adapting to future trends;
- I) Commitment to competent and sufficient staffing dedicated to the needs of the TTU campus;
- J) Conducting regular (at least monthly) meetings with the TTU Bookstore Advisory Team. Topics should include, but not be limited to, sales data, engagement opportunities, adoptions, and requests, along with innovative ideas and opportunities;
- K) Providing debit and credit card processing services for the convenience of the campus population in compliance with TTU's policies. The Proposer will maintain compliance with PCI DSS requirements and provide TTU's Information Security Officer with an annual Attestation of Compliance. Will need to be able to process transactions at pop-up events where active Wi-Fi or cellular signals are not available;
- L) Providing Open Educational Resources ("OER") and assisting TTU with the posting of a searchable list of courses and sections of courses that require or recommend only OER in compliance with Texas Education Code § 51.4521. OER are defined as publicly available teaching, learning, and research resources that are either available in the public domain or released under an open license and are designed for accessibility, allowing educators and students to modify and use the materials without needing to seek additional permissions;
- M) Providing digital offerings of books and course materials may not be restricted to use with proprietary readers. Conversion apps must be available, allowing full functions of all books and course materials with inclusive access;
- N) Providing telephone and internet service in compliance with TTU's policies;
- O) Responsibility for all taxes related to the retail sales and operations of the store;
- P) Complying with Texas Education Code § 51.451 – 51.454
<http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.51.htm> (or as amended) relating to the publishing of textbook lists. The Proposer will make that information available to college bookstores and

other local bookstores that generally serve the students of TTU by emailing the lists at least twice a week, or as required by statute, or providing a searchable form or other method of compliance that is mutually agreed in writing by the Parties;

- Q) Conducting pre-employment background checks, as well as screenings required by TTU and/or state in which the store is located. In the event adverse information is received as a result of the screening, the Proposer will manage the information received and the offer of employment in accordance with the Proposer's Background Check Policy. The Proposer reserves the right to rescind the offer of employment made prior to the screening.
- R) Offering the Proposer's price match program to TTU. The program shall include textbooks (new, used, and rental) that are currently in stock at the store as well as at competing brick-and-mortar and online retailers, but can exclude digital books. TTU expects the Proposer to maintain competitive pricing.
- S) Instituting and maintaining a buyback program to collect used books from students which have been adopted for the next academic term in quantities sufficient to meet course requirements at competitive market prices. The Proposer will purchase used books not adopted for the next academic term or in excess of course requirements at the prevailing wholesale prices in TTU's locality.
- T) Complying with any applicable provisions of [Texas Government Code Section 2252, Subchapter C](#), regarding the operation of an Auxiliary Enterprise providing services at TTU, including, but not limited to submitting an annual performance bond and a payment statement and submitting a financial statement at the time of contracting.
- U) Facilitating eight (8) week academic terms for online courses or other non-traditional academic sessions.

2.1.2 Facility Requirements

The Successful Proposer(s) will be committed to facility requirements, including, but not limited to:

- A) Providing maintenance and repair of all office and other equipment required to operate the physical and virtual stores;
- B) Daily cleaning of the store interior, including provision of basic janitorial equipment and supplies, sweeping, dusting, and removal of light trash to TTU-provided receptacles;
- C) Initiating store improvements. Improvements must be approved in writing by TTU and must comply with Americans with Disabilities Act ("ADA"), Texas Accessibility Standards ("TAS"), Institutions' building requirements and all other applicable codes, laws and regulations, including but not limited to the TTU Uniform General Conditions
- D) and Supplementary General Conditions, and shall be in accordance with the Proposer's Design Intent documents;
- E) Providing any necessary security measures such as a security alarm system, monitoring services, new door locks, and safes/locked boxes at the Proposer's own cost. The Proposer must coordinate with TTU's Operations Division prior to installing any new door locks. Operations Division must be provided with copies of all keys for door locks.

2.1.3 TTU Responsibilities

TTU shall provide the following services and support to the store at no cost to the Proposer:

- A) External and internal building maintenance, including, but not limited to: plumbing, electric, light bulbs, HVAC and other mechanical systems, fire protection, roof membrane and structure, floors, walls, ceilings, windows, and doors in accordance with TTU's building standards;
- B) Building standard utilities;
- C) Trash removal and pest control services on the regular TTU schedule;
- D) Reasonable access to TTU's telecommunications and network systems as required to install, at Proposer's sole expense, T1 lines and associated connectivity for the Proposer's point-of-sale systems all upon written approval of the TTU's IT division;
- E) Lost and found service as regularly provided by TTU;
- F) Parking for the Proposer's employees in common with other authorized parkers in a location approved by TTU at the Proposer's cost. (Proposer's employees must abide by all applicable parking regulations);
- G) Participation in any debit or credit card, voucher program, or other payment service now or hereafter made available by TTU to its students or to local merchants (in compliance with Texas laws and subject to TTU policies); and
- H) Janitorial services on the regular TTU schedule and TTU's standards.**

2.1.4 Partnership and Sponsorship Requirements

The Successful Proposer(s) will be required to follow the current and future Partnership and Sponsorship agreement requirements, including, but not limited to:

- A) Being the primary provider of Athletics purchases of textbooks and course materials and shall provide a concierge service to facilitate Athletics purchases and buybacks . This does not extend to direct sales through the Athletics website or through Student Organizations.**
- B) Only selling beverage products that comply with TTU's exclusive pouring rights vendor, currently Coca-Cola.
- C) TTU may prohibit the sale at the store of any item it finds offensive or inappropriate, or that conflicts with any other TTU contract or other products or services offered by TTU.
- D) Based on an established strategic relationship between TopHat Dynamic Courseware Platform ("Tophat") and TTU, the Proposer must agree to include all TopHat published learning materials and tools, as provided by TopHat in the platform, and to provide monthly TopHat course material sales metrics to TTU.
- E) The Proposer must have the ability to integrate with the TTU Learning Management System ("LMS")

(currently Blackboard but will be integrated with Canvas by August 2025). The Proposer shall submit a plan for the integration.

Corporate Partnerships provide increased value beyond simple purchasing agreements by leveraging Texas Tech University's spending power across the academics, athletics, research strengths, and other marketing assets to develop expanded and coordinated opportunities for TTU and its corporate partners. Corporate partners are TTU vendors and service providers whose affiliations with the TTU may help to expand their markets or create mutually beneficial opportunities. TTU seeks to develop mutually beneficial opportunities with corporate partners and encourages proposers to explore ways to increase the value of the partnership between TTU and the corporate partner. Opportunities might include:

- Student Talent/ Internships
- Speakers and Performers
- Community Programming
- Research and Innovation
- Campus Marketing and Name Recognition
- Branding Partnerships

Proposers should submit to Texas Tech University, along with the Proposal, a document to indicate any areas of interest for additional partnership opportunities and return the completed form with their response to this solicitation.

2.2 Optional Conditions

- 2.2.1 The Proposer shall have the opportunity, upon written approval of TTU, to conduct pop-up locations for special events, including, but not limited to, game days, graduation, concerts, back-to-school, and other relevant TTU-sponsored events. Proposer may also host events, such as recurring graduation events for the distribution of caps and gowns, regalia items, and photo opportunities.
- 2.2.2 The Proposer may offer a rental program for course materials.
- 2.2.3 IF given access to education records, the Proposer agrees to abide by the standards found in the TTU Data Security Addendum and the Texas Tech University System Information Technology Addendum. Templates for both have been added as Exhibit A. This language is subject to change over the life of any resulting agreement from this RFP.
- 2.2.4 Proposer should draw from industry standards of like-sized universities and institutions that share similar goals and strategies to propose cutting-edge options and services during the initial Proposal and throughout the life of any awarded contract(s).

2.3 Quality Measures/Future State

- 2.3.1 All equipment and fixtures shall be installed in accordance with industry standards and/or manufacturers' recommendations and TTU Operating Policies and Procedures.
- 2.3.2 The Proposer is encouraged to operate a merchandise store that is comparable to the best stores in Texas (similar to Baylor or Texas Christian University in selection, scope, and engagement). The store shall be

representative of the spirit of TTU, but does not have to be entirely TTU-branded, but should be TTU-themed. TTU also encourages the use of local vendors to supply Merchandise.

- 2.3.3 TTU will make its best efforts to require faculty and staff to provide the Proposer with timely and accurate textbook adoption information. The parties shall collectively work together to meet market adoption deadlines and provide information to the campus.
- 2.3.4 The Proposer shall submit a schedule for converting the store from the current operator to the Proposer. It is anticipated that this transition should happen in the spring, as coordinated with the existing vendor. TTU New Student Orientations begin in early June.
- 2.3.5 The Proposer shall submit semesterly market share reports showing how sales of adopted educational materials are performing and develop faculty engagement strategies to adjust sales below 30% in any specific course.
- 2.3.6 Disbursement deposits should be made according to a schedule set forth or approved by TTU to include a Fall and Spring deposit.

2.4 Proposal Submittal Requirements

- 2.4.1 The Proposer shall submit a response that includes a fully defined scope aligning with TTU's needs. The Proposer may submit a partial offering and TTU will consider such offerings only if in TTU's best interest.
- 2.4.2 The Proposer shall propose a commission structure for all physical store and virtual store sales.
- 2.4.3 The Proposer shall submit a marketing plan, a merchandising plan, and a material adoption plan along with the Proposal.
- 2.4.4 The Proposer shall submit a plan for rethinking the existing space (if needed), as well as possibilities if the space were to be altered.
- 2.4.5 TTU encourages the use of TTU students, whether by hiring student employees, engaging student influencers, or other innovative ideas.
- 2.4.6 TTU will consider a one-time transition bonus to accommodate any change in vendor requirements.
- 2.4.7 TTU will consider scholarship and OER incentive programs.
- 2.4.8 By submitting a Proposal, the Proposer certifies an understanding of this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the Goods or Services to be provided, and the conditions under which the Goods or Services are to be performed. The Proposer also understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Proposer. If selected for award by TTU, the Proposer will notify TTU immediately of any material change in any matters about which the Proposer has made a statement or representation or provided information.

Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete Proposal to all requirements and questions as directed.

2.4.9 Submittal Instructions for TechBid Proposals

TTU requires that all Proposals be submitted in the TechBid system at (<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=TexasTech>).

Proposers must submit Proposals online no later than the date and time indicated in the Schedule of Events. TTU recommends that the Proposer submit the Proposal at least twenty-four (24) hours before the deadline for submission to accommodate any technical issues. If the Proposer encounters ANY issues with submitting a Response, the Proposer must contact the Primary Contact **before** the deadline.

In order to be considered responsive, the following items must be submitted in TechBid:

- A) Proposer's Response Form
- B) Proposal (including information on similar operations done by Proposer, proposed Scope of Work, commission schedule, marketing plan, partnership opportunities, and any financial considerations)
- C) Signed Affirmation and Conflict of Interest

SECTION 3 **EVALUATION PROCEDURES**

3.1 Evaluation Process

TTU will utilize a Contract Review Team (“CRT”) for the evaluation of this RFP. The Contract will be awarded based on the Proposal judged to be in the best interest of TTU, and the judgment in this regard shall be considered final. Any Contract resulting from this Solicitation shall be awarded to the Proposer providing the Best Value to TTU.

Under §51.9335 of the Texas Education Code in determining what is the Best Value, TTU may consider:

- 3.1.1 The purchase price;
- 3.1.2 The reputation of the Contractor and of the Contractor’s Goods or Services;
- 3.1.3 The quality of the Contractor’s Goods or Services;
- 3.1.4 The extent to which the Goods or Services meet the TTU’s needs;
- 3.1.5 The Contractor’s past relationship with TTU;
- 3.1.6 The impact on the ability of TTU to comply with laws and rules relating to Historically Underutilized Businesses and to the Procurement of Goods or Services from Persons with disabilities;
- 3.1.7 The total long-term cost to the institution of acquiring the Contractor’s Goods or Services;
- 3.1.8 Any other relevant factor that a private business entity would consider in selecting a Contractor; and
- 3.1.9 The use of material in construction or repair to real property that is not proprietary to a single vendor unless TTU provides written justification in the request for bids for use of the unique material specified.

3.2 Proposer’s Acceptance of Evaluation Methodology

Submission of a Proposal indicates Proposer’s acceptance of the evaluation method and Proposer’s recognition that subjective judgments must be made by TTU and the evaluation team during the awarding of evaluation criteria points. Evaluations will be made based upon the submitted Proposal,

3.3 Evaluation Method

A committee of TTU officials appointed by the Primary Contact will evaluate the Proposals and make a recommendation to the Assistant Vice President and Chief Procurement Officer. The evaluation will be based on the information provided in the Proposal, additional information requested by TTU for clarification, information obtained from references and independent sources, past performance of the Proposer (if applicable), the best and final offer, and oral presentations (if requested).

The evaluation of responsive Proposals shall then be completed by an evaluation team, which will determine the ranking of Proposals based on the evaluation criteria. Proposals will be evaluated strictly in accordance with the requirements set forth in this Solicitation, including any addenda or interpretations that are issued. TTU may also negotiate additional Goods and/or Services during the negotiation process if deemed in TTU’s best interest. TTU will award the Contract(s) to the responsible and responsive Proposer(s) whose Proposal is determined to be the most advantageous to TTU, considering the evaluation factors outlined in this RFP.

The evaluation of Proposals will include consideration of responses to the list of criteria in Section 3.4. Proposers must specifically address all criteria in their response. Any deviations or exceptions to the specifications or requirements must be described and justified in a transmittal letter. Failure to list such exceptions or deviations in the transmittal letter may be considered sufficient reason to reject the Proposal.

TTU will evaluate Proposals as submitted and will not notify Proposers of deficiencies in their responses. The awards will not be notified until a fully executed Contract(s) is complete.

Proposals must contain responses to each of the criteria, listed in the Evaluation Criteria below if the Proposer’s response cannot satisfy those criteria. A Proposal may be rejected if it is conditional or incomplete in the judgment of TTU.

3.4 Evaluation Criteria and Weights

Each Proposal shall be evaluated on the ability to meet TTU's requirements and provide the Best Value to TTU. The Proposal shall be awarded points based on each of the following evaluation criteria.

The evaluation will be based on the following:

Evaluation Criteria	Points Allowed
Criteria 1: Financial Value - Financial costs and/or benefits to the University <ul style="list-style-type: none"> • Cost of goods and/or services • Financial value of the Proposer's offerings • Cost to TTU to onboard a new store/platform, and/or contribute to operate the store. • Donated goods and services • Sponsorships/scholarships/non-monetary contributions contributed by the proposer. • Other financial consideration 	40%
Criteria 2: Demonstrated ability of the Proposer to fulfill the TTU's requirements in accordance with the specifications <ul style="list-style-type: none"> • Proposer's demonstrated professional experience • Experience with institutions of higher education or similar-sized organizations • Administrative support and service • Reporting capabilities • Compliance with IT requirements, including accessibility, security, integration, and TxRamp requirements. • Quality, availability, and adaptability of Proposer's supplies, materials, and equipment 	35%
<p>Commitment to a successful OER program.</p> <ul style="list-style-type: none"> • Stability and success of the Proposer's business, including but not limited to: <ul style="list-style-type: none"> ○ Qualifications of key personnel (based on resumes and experience provided) ○ Past performance on similar contracts (based on references and publicly available information) ○ Length of time the business has been operational ○ Demonstrated capability and financial resources to perform the services or provide the goods in the time projected ○ Pending or past legal proceedings 	35%
Criteria 3: Value Added Options <ul style="list-style-type: none"> • Ability to provide innovative ideas/resources for TTU process improvement • Minimization of TTU resource use • Utilization of TTU students • Marketing and merchandising plans • Scholarship opportunities 	15%
Criteria 4: Quality assurance plan and control measures implemented and maintained by the Proposer <ul style="list-style-type: none"> • Methodology for performing services and project planning • Customer service program 	10%

• Ability to comply with Texas laws	
TOTAL	100%

3.5 Scoring Methodology

Each CRT Voting Member will evaluate the Proposal utilizing the Evaluation Criteria identified in Section 3.3 and will assign each criterion a subjective score of 0 -10, with 10 being the highest. This score is multiplied against the criterion's weight which will produce a weighted value for the item. The weighted values for all criteria will be summed and then ranked to determine a high to low Proposer ranking. The ranking may be used in determining an initial pool of Proposers that will be invited for presentations or may be used in a final award determination for one or more Proposers.

3.6 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the Proposal information to TTU.

3.7 Oral Presentations and Interviews

Upon completion of the initial review and evaluation of the Proposals submitted, selected Proposers may be invited to participate in oral presentations. Oral presentations and interviews are an option of the Contract Review Team and may or may not be conducted; therefore, Proposals must be complete when submitted.

3.8 Award Process

During the Proposal Opening, Proposals will be acknowledged publicly to identify the names of the Proposers but will be afforded security sufficient to preclude disclosure of the contents of the Proposal, including prices or other information, prior to award. After the Proposal Opening, an Award may be made on the basis of the Proposals initially submitted, without discussion, clarification, or modification, or on the basis of Negotiation with any of the Proposers or, at TTU's sole option and discretion, TTU may discuss or negotiate all elements of the Proposal with selected Proposers representing a competitive range. For Negotiation purposes, a competitive range of acceptable Proposals may be established, comprising the highest-rated Proposals based on the evaluation criteria.

3.9 Best and Final Offer

When deemed appropriate by the Contract Review Team, after the submission of Proposals but before the final selection of the successful Proposal(s), TTU may permit Proposers to revise their Proposals in order for TTU to obtain a best and final offer. TTU is not bound to accept the best and final offer if it does not represent the Best Value to TTU as determined by the Contract Review Team.

3.10 Protest Procedures

Any actual or prospective Proposer or Contractor who believes they have been aggrieved in connection with the Solicitation, evaluation, or Award of a Contract may formally protest to the Assistant Vice President and Chief Procurement Officer.

<https://www.depts.ttu.edu/procurement/resources/training-and-work-aids/documents/purchasing/Vendor-Protest-Procedures-2022.pdf>

3.11 Contract Documents

The Contract entered into by the parties shall consist of the RFP, the Proposal, specifications (if applicable), and a written Contract (if applicable). When an expenditure is required, the Purchase Order terms and conditions will also apply. All of which shall be referred to collectively as the Contract documents.

3.12 Not Exclusive

TTU is proposing a partnership that will include some exclusivity dependent upon the offering and Proposal submitted by the Proposer. Exclusivity may be negotiated.

SECTION 4
ADMINISTRATIVE REQUIREMENTS

4.1 Primary Contact ("Primary Contact")

Andrew Jaco
Solicitations.purchasing@ttu.edu

Texas Tech University
 TTU Plaza Suite # 408
 Box 41094
 Lubbock, TX 79409-1094

4.1.1 All communication relating to this RFP must be submitted in writing by the date indicated in the Schedule of Events. Questions and Addenda issued related to the RFP, if any, will be posted on the [TechBid website](#). Only those replies to questions made by formal written Addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. *Note: It is the responsibility of the Proposer to review TechBid for any Addenda posted. For any TechBid system issues, please email solicitations.purchasing@ttu.edu.*

Questions must be emailed or submitted in writing to the TTU Primary Contact.

4.1.2 *Except as provided in this RFP (e.g., designated Point of Contact) and as otherwise necessary for the conduct of existing TTU business operations, Proposers are expressly and absolutely prohibited from engaging in communications with TTU personnel who are involved in any manner in the drafting of the RFP, in the review or evaluation of the Proposals, in the selection of a Contractor, Negotiation, or formalization of a Contract.* If any Proposer engages in conduct or communications that TTU determines is contrary to the prohibitions outlined in this section, TTU may, at its sole discretion, disqualify the Proposer and remove the Proposal from consideration.

4.2 Event Information

4.2.1 Schedule of Events*

TTU intends to follow the timeline below for evaluating, negotiating, and issuing a Contract:

Schedule of Events			
Event	Date	Time	Notes
Distribution of RFP	Monday, June 2, 2025	4:30 PM Central	
Online Solicitation Conference	Wednesday, June 11, 2025	2:00 PM Central	Microsoft Teams Link
Deadline to confirm attendance for Site Visit	Monday, June 16, 2025	5:00 PM Central	Parking information will be provided after confirmation. Please email solicitations.purchasing@ttu.edu to confirm attendance.
Site Visit	Wednesday, June 18, 2025	2:00 PM Central	See Section 4.2.3 for details
Deadline for Submission of Written Questions	Wednesday, July 2, 2025	2:00 PM Central	TTU will collect all questions and respond after the Submission Deadline through an Addendum to the RFP that will be distributed through the TechBid System.

Proposal Due Date	Monday, July 21, 2025	2:00 PM Central	
Online Proposal Opening	Monday, July 21, 2025	2:00 PM Central	Microsoft Teams Link
Evaluation of Proposals	July 21 – August 11, 2025		
Presentations from Finalists	August 11 – August 22, 2025		In-person presentations. Locations and exact time slots to be provided to finalists.
Award Recommendation	September 5, 2025		

* All dates are tentative and subject to change.

4.2.2 **Solicitation Conference**

An **online** RFP Solicitation Conference is scheduled on the date shown in the Schedule of Events. This Solicitation Conference is not mandatory, but it is highly recommended that all potential Proposers attend.

4.2.3 **Site Visit**

An on-site visit is scheduled on the date shown in the Schedule of Events. This Site Visit is not mandatory, but it is highly recommended that all potential Proposers attend.

The Site Visit will take place at the existing bookstore located on the Northwest side of the Student Union Building at 2625 15th Street, Lubbock, Texas 79409. Parking information will be provided upon confirmation of attendance.

4.2.4 **Online Proposal Opening**

A public Proposal Opening will be conducted via an online meeting on the date and time shown in the Schedule of Events. At this time, the names of the Proposers will be read aloud, and the meeting will be terminated. No pricing or other information will be discussed at this meeting. The access information for the meeting is:

For convenience, Proposers may request a list of Proposals received by contacting the TTU Primary Contact after the opening. All submitted Proposals become the property of TTU after the RFP submission deadline and will not be returned.

In the event of a change in time, date, access information, or location of the Proposal Opening, notification will be provided by means of an Addendum to the RFP and distributed through the TechBid System.

4.2.5 **Finalists Presentations**

Finalists will be awarded the opportunity to showcase a multimedia presentation detailing ideas, offerings, financial considerations, examples of previous operations, and any information pertinent to this RFP.

These presentations will be in person, and the details will be provided to the finalists.

4.3 References

The Proposer must submit a list of five clients and contact information for whom similar goods and services have been provided. These clients may be contacted by TTU, and the information received will be used during the evaluation and assessment of the Proposer's performance.

4.4 Licenses

Proposers must submit verification that the Proposer has all licenses (including, but not limited to, software licenses) necessary for the work contemplated under this RFP, as applicable e.g., business licenses, business certifications, professional licenses, third party software licenses, if applicable, etc. Licenses may be verified during the evaluation process.

4.5 Term of Award

The maximum term for an awarded Contract under this RFP is anticipated to begin on the date of the last signature and to expire five (5) years from that date. Unless terminated earlier pursuant to the Contract terms, the Contract would automatically renew for up to one (1) five (5) year renewal terms unless either party provided written notice of its intent not to renew the Contract at least sixty (60) days prior to the end of the initial or then current renewal term. The parties may negotiate and mutually agree on an alternate term.

In accordance with *Regents' Rule 07.12*, any resulting Contract will require a termination without-cause provision of one hundred and eighty (180) days or less, or the Contract may not exceed five (5) years total term with renewals.

4.6 Historically Underutilized Business ("HUB") Firms

TTU endeavors to promote full and equal opportunity for businesses to supply TTU with Goods or Services necessary to support TTU's educational mission. In this regard, TTU commits to selecting Proposers in accordance with (i) TTU needs, (ii) TTU resources, (iii) TTU HUB goals, (iv) guidelines established by the Texas legislature and Texas Procurement and Support Services ("TPASS"), and (v) TTU Operating Policies and Procedures for contracting with HUBs, specifically [Operating Policy 72.12](#) Historically Underutilized Businesses. Proposers shall provide TTU full access to documentation relating to the HUB program and any HUB Subcontracting Plan. Failure to comply with any provision of the State or TTU's HUB regulations may result in rejection of any Proposal or immediate cancellation of any Contract.

TTU is relying upon Proposer's expertise to fully identify subcontracting opportunities that best align with the TTU organization and this RFP. Proposers who intend to subcontract are responsible for identifying all areas that will be subcontracted.

Additional information regarding the State of Texas HUB Program can be found at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

The Mentor-Protégé Program provides HUB utilization evaluation points for Proposers who are not qualified as a HUB. For additional information about the Mentor-Protégé program, please see the link: [Mentor-Protege Program](#) or email solicitations.purchasing@ttu.edu.

4.7 HUB Subcontracting Plan ("HSP")

TTU has determined that there are either no subcontracting opportunities in the performance of the Scope of Work of this Solicitation or any resulting Contract is not anticipated to exceed \$100,000.00 over the term, including all

renewals and extensions. Consequently, the Proposer is not required to submit an HSP with the Solicitation response.

However, if the Proposer discovers opportunities to subcontract and the resulting Contract is anticipated to exceed \$100,000.00 over the term, including all renewals and extensions, the Proposer must submit a completed HSP at the time of the Proposal submission. The Proposer must include a completed HSP even if the Proposer intends to self-perform. Any required supporting documentation (e.g., proof of Good Faith Effort) must be submitted with the HSP.

4.7.1 HSP Resources

- i. HSP preparation assistance: solicitations.purchasing@ttu.edu.
- ii. Fillable HSP form: <http://www.depts.ttu.edu/procurement/forms/documents/hub/procurement-hub-subcontracting-plan-checklist.pdf>.
- iii. State of Texas Centralized Master Bidders List:
<https://mycpa.cpa.state.tx.us/tpasscmlsearch/tpasscmlsearch.do>

4.7.2 TTU's FY 2025 HUB Goals are:

- i. 19.47 % for heavy construction other than building contracts;
- ii. 17.18% for all building construction, including general contractors and operative builders' contracts;
- iii. 23.73% for all special trade construction contracts;
- iv. 14.56% for professional services contracts;
- v. 14.00% for all other services contracts; and
- vi. 26.82% for commodities contracts

4.8 Right to Modify, Rescind, or Revoke the RFP

TTU reserves the right to modify, revoke, or cancel this RFP in whole or in part at any time before the date on which TTU executes a Contract with the selected Proposer(s).

4.9 Rights of Review and Award

TTU reserves the right to accept or reject any and all Proposal or any part of a Proposal and waive informalities, technical defects, and minor irregularities in the Proposals received. Further, TTU reserves the right to make a single award, split awards, make multiple awards, or no award whichever is in the best interest of TTU. This RFP does not commit TTU to select a Proposer or to award a Contract to any Proposer.

TTU has the right to reissue this RFP in order to gain additional competitive Proposals. If TTU reissues this RFP, any Proposer who has submitted a Proposal, may elect to resubmit the original Proposal.

A Proposal consisting of only alternate Goods or Services (i.e., a Proposal that offers Goods or Services different from those requested by this RFP and is not otherwise invited) may be considered non-responsive by TTU and is subject to rejection. TTU shall reject a Proposal if the financial Proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other potential Proposer. Proposals which are qualified with conditional clauses, revised clauses, alterations, or items not called for in the RFP, or irregularities of any kind, are subject to disqualification by TTU, at its option, regardless of the time of detection. TTU shall consider any of the foregoing prohibited actions to be grounds for Proposal rejection or Contract termination and may result in debarment of the Contractor from future TTU Solicitations.

TTU reserves the right to evaluate Proposals against any governmental agency, institution of higher education, or purchasing cooperative contract to determine Best Value.

4.10 Signature and Certification of Proposer

The Proposal must be signed and dated by a representative of the Proposer who is legally authorized to bind the Proposer to the terms and conditions contained in this RFP and can ensure compliance with the submitted Proposal. Each Proposer submitting a Proposal certifies to (a) the completeness and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Affirmation and Conflict of Interest to bind the Proposer. Proposals submitted without the required signature will be disqualified.

4.11 Compliance with Applicable Laws, Regulations, Ordinances, TTU System *Regents' Rules*, and TTU Operating Policies and Procedures

By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, State, and federal laws and regulations, as well as all applicable regulations and the Operating Policies and Procedures of TTU. TTU Operating Policies and Procedures may be accessed at <http://www.depts.ttu.edu/opmanual/> and TTU System Regents' Rules may be accessed at <http://www.texastech.edu/board-of-regents/regents-rules.php>. TTU System regulations may be accessed at <https://www.texastech.edu/offices/cfo/regulations.php>.

4.12 Compliance with RFP Requirements

By submitting a Proposal and by signing the Affirmation and Conflict of Interest, the Proposer agrees to be bound by the requirements set forth in this RFP, TTU's General Terms and Conditions contained in the RFP, as well as the TTU Purchase Order terms and conditions, all of which will be incorporated into any Contract awarded by TTU. If the Proposer takes exception to any of the terms or cannot agree to be bound by all terms, TTU, at its sole discretion, may review and, if deemed in TTU's best interest, disqualify the Proposal from consideration.

4.13 Binding Effect of Proposal

Unless otherwise agreed in writing signed by the Chief Procurement Officer, or their designee, each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted for Goods or Services. Proposals shall be valid for TTU's acceptance until the award of the Contract(s) to allow time for evaluation, selection, Negotiations, and any unforeseen delays. Proposals, if accepted, shall be incorporated into the executed Contract and remain valid for the duration of the Contract.

4.14 Use and Disclosure of Information

Proposers acknowledge that TTU is an agency of the State of Texas and is therefore required to comply with the [Texas Public Information Act Texas Government Code Chapter 552](#). If a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the Proposer as proprietary will be used by TTU only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer or Proposers pursuant to the RFP process, and (c) Negotiation and execution of a Contract, if any, with the Proposer(s) selected.

If the Proposer marks the entire Proposal or substantive portions of the Proposal as confidential, TTU in its sole discretion may declare the Proposal non-responsive and reject it.

By submitting a Proposal, the Proposer grants a limited license to reproduce the Proposal to conduct an evaluation and to comply with any legal requirement including, but not limited to, the Texas Public Information Act and Texas Legislative Budget Board requirements.

TTU reserves the right to contact references or contact names listed below and shall be free from any liability to Proposer for conducting such inquiry.

4.15 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. [§51.9335, Education Code](#)). Other institutions of higher education, local, county, and other quasi-governmental entities, independent school districts, and State of Texas agencies may also elect to enter into a contract with the successful Proposer under this RFP based upon any awarded Contract. The Proposer should also note that TTU may procure Goods or Services for itself or on behalf of any TTU System component institution. When submitting a Proposal in response to this RFP, the Proposer should consider proposing pricing and other commercial terms that take into account higher volumes and other expanded Best Value opportunities that could result from the eventual inclusion of TTUS, its other component institutions, and other institutions, governments, and State agencies in the Goods or Services requested in this RFP.

4.16 E-commerce

TTU utilizes the Jaggaer e-commerce platform to issue purchase orders and process invoices. The Proposer agrees to comply with any TTU requirements for participating in electronic commerce.

4.17 Withdrawal or Modification

No Proposal may be changed, amended, or modified after it has been submitted or filed in response to this Solicitation, except for obvious errors or as part of the Negotiation process approved in writing by the Chief Procurement Officer. However, a Proposal may be withdrawn and resubmitted any time prior to the time set for receipt of Proposals. Modifications will be allowed on the TechBid website until the deadline for Proposal submittals. No Proposal may be withdrawn after the submittal deadline without approval by TTU, which shall be based on Proposer's submittal in writing of a reason acceptable to TTU.

4.18 Risk of Loss, Damage, or Delay

Proposer acknowledges and agrees to release and hold harmless TTU, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to a failure to successfully submit or deliver the Proposal to Procurement Services at TTU, as detailed in this RFP.

4.19 Digital Signature

Proposers must sign documents and correspondence using software approved by the TTU. To be approved by TTU, a signature software platform must: (1) be compliant with the ESIGN Act of 2000, and the Electronic Transaction Act (UETA), (2) must utilize signatory accounts that authenticate users by password, and (3) produce a timestamp for the digital signature. The following three are specifically approved: Adobe Sign, DocuSign, and Verisign. TTU utilizes Adobe Sign for its signature process. TTU will support other digital signature platforms as long as they comply with this policy.

4.20 Proposer Registration

If the Proposer is not already set up as a TTU Vendor, the Proposer will be required to register through TTU's PaymentWorks system. Any modification to the Proposer's address, tax identification number, or banking information is required to be modified through PaymentWorks.

4.21 Insurance Requirements

Consistent with its status as an independent contractor, Contractor will carry and cause its Subcontractors to obtain

and maintain at least the following insurance, with companies authorized to do business in Texas or eligible surplus lines insurers operating in accordance with the [Texas Insurance Code](#).

TTU in no way warrants that these limits are sufficient to protect the Contractor from liabilities that might arise out of the performance of the Scope of Work. The Contractor will assess its own risks and, if it deems appropriate or prudent, maintain higher limits or broader coverages. The Contractor is not relieved of any liability or other obligations assumed by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. All policies will be written on a primary basis, non-contributory with any other insurance coverage or self-funded plans which TTU maintains.

4.21.1 The Contractor agrees to furnish insurance certificates reflecting the following coverage:

Type of Coverage	Limits of Liability
Workers Compensation (Coverage A)	Statutory
Employer's Liability (Coverage B)	\$1,000,000
Commercial General Liability, including products and completed operations	
a. General Aggregate	\$2,000,000
b. Products/Completed Operations Aggregate	\$2,000,000
c. Each Occurrence Limit	\$1,000,000
d. Personal Advertising Injury	\$1,000,000
e. Damage to Rented Premises	\$50,000
f. Medical Payments (any one person)	\$5,000
Automobile Liability (covering leased, hired, non-owned and employee non-owned vehicles)	
Bodily Injury/Property Damage (each accident)	\$1,000,000
Personal Injury Protection	Statutory
Employer's Liability	\$1,000,000
Excess or Umbrella Liability	\$2,000,000
Cyber Liability	\$10,000,000

NOTE: *An umbrella policy may be used to reach required limits.*

4.21.2 Commercial General Liability (“CGL”) must include coverage for liability arising from Goods or Services-completed operations and liability assumed under an insured Contract.

- i. If the CGL insurance has a general aggregate limit then ISO endorsement CG 25 04 (03/97 Edition) or its equivalent must be added. The Designated Location(s) General Aggregate Limit must be maintained for the duration of the Contract, and the limit must be twice the minimum required occurrence limit.
- ii. Contractor will name TTU, and its Board of Regents, officers, employees, agents, and volunteers as Additional Insureds on ISO endorsement CG 20 26 or its equivalent. The policy shall include ISO endorsement CG 20 01 04 13.
- iii. The CGL policy shall contain no endorsements or modifications limiting the scope of coverage for liability assumed under the Contract, or liability arising from pollution.

4.21.3 Coverage of the Contents of the Facility

Proposer is solely responsible for insuring any non-TTU equipment, merchandise, structures, signs, or any items used for sale, storage, or daily operations.

4.21.4 Additional Insured, Subrogation

All policies must include a waiver of subrogation favoring TTU. With the exception of the Workers' Compensation policy, TTU must be an additional insured on all policies.

4.21.5 Certificates of Coverage

At least thirty (30) days prior to the effective date of the Contract and at least thirty (30) days prior to the commencement of any renewal term of the Contract, or upon renewal of the policies, Contractor shall furnish Procurement Services with certificates of insurance in a form acceptable to TTU, certifying that the Contractor carries the required insurance policies and coverage. The certificates shall be sent to Procurement Services at procurement.insurance@ttu.edu. Failure of TTU to request such certificates does not eliminate the requirement for the Contractor to maintain the required coverage.

4.21.6 Notification of Cancellation

The Contractor will endeavor to notify Procurement Services thirty (30) days before any material change or cancellation of any insurance policy. In the event the Contractor receives notice of modification or cancellation of any of the policies required under any Contract, then prior to the effective date of modification or cancellation of the policy, the Contractor will obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to TTU. If the Contractor fails to obtain such an insurance policy, TTU may immediately terminate the Contract after providing the Contractor with notice of such termination.

4.22 Bond Requirements

Performance Bond. The Proposer must provide a performance bond upon approval of a contract pursuant to this RFP. The amount of the performance bond will be equal to 100% of the estimated total annual value of the contract, renewable annually for the life of the contract. The performance bond shall be executed by a corporate surety duly authorized to conduct business in the state of Texas and in a form acceptable to TTU. If any surety upon any bond furnished becomes insolvent or otherwise not authorized to conduct business in this state, the Proposer shall promptly furnish equivalent security to protect the interest of TTU. If more than one contract is awarded, a bond will be required from each successful Proposer. The performance bond will be sent to contracting@ttu.edu or to: Texas Tech University Procurement Services 1901 University Ave. Ste. 408 Box 1094 Lubbock, TX 79409.

4.23 Compensation and Fees

4.23.1 Provide a detailed compensation schedule for the Goods provided or Services to be performed in response to this RFP. Proposed pricing will apply to every TTU department requesting Goods or Services and cannot be limited to select departments. Proposer(s) shall submit a schedule that clearly details the various compensation amounts and fees that will apply if the Proposer is awarded a Contract with TTU. TTU will not be obligated to compensate for any amounts that are not provided in the schedule or not included in the fully executed Contract.

4.23.2 Contract Pricing: Contract prices for Goods or Services will remain firm for twenty-four (24) months following Contract execution.

- i. After the initial twelve (12) month period and on each annual anniversary date of the Contract thereafter, the Contract may be subject to an increase not to exceed three percent (3%). The first escalation would be applicable on the second anniversary of the Contract or the renewal date, based upon the three percent (3%) increase listed above. Each succeeding year, the same three percent

(3%) increase will be used until all remaining optional renewals have been completed.

- ii. In the event there is a significant reduction in costs of materials or labor, TTU will work with the Proposer to negotiate a reasonable increase less than the standard three percent (3%).

4.23.3 In addition to the financial offers, please propose a financial commitment to assist TTU. Options may include a signing bonus, scholarships, sponsorship internships, commitment to hire TTU graduates, or a (%) percentage rebate. All offers are subject to TTU approval and Operating Policies and Procedures.

4.23.4 Commission Payments

The balance of any commission amount which remains unpaid more than thirty (30) days after it is due to Texas Tech shall accrue interest until paid at the rate equal to 1% of the current amount due, including any payments in arrears, per calendar month or the maximum amount allowed under applicable Law. However, in no event shall this interest provision be construed as a grant of permission for payment delays. Failure of the Proposer to continually provide commission payments in a timely manner shall be grounds for termination.

4.24 Invoicing and Payment

- 4.24.1 Proposer(s) shall submit invoices by electronic means to TTU Payment Strategies (payment.strategies@ttu.edu) and provide support for allocation of premium to the components as may be required.
- 4.24.2 Invoices will be paid net thirty (30) days in compliance with Texas laws. All invoices must reference a valid TTU Purchase Order, or the invoice will be returned as non-compliant. No commitment for Goods or Services is valid without a TTU Purchase Order.
- 4.24.3 Proposer(s) may submit a Proposal for a prompt payment discount.
- 4.24.4 TTU has established the following payment options for invoices based upon the payment option chosen by the Proposer. TTU requires all contracted Vendors to enroll in automated payment options.
 - i. Automated Clearing House (“ACH”) transaction
 - ii. Single-Use Account (“SUA”) card (JP Morgan)

* If TTU is making payment on funds appropriated by the State of Texas, the payment term is net thirty (30) as required by law. TTU will submit an electronic check remittance to the email address on record for all ACH and SUA payments.

APPENDIX A **DEFINITIONS**

Addendum: A written change, addition, alteration, correction, or revision to a Solicitation document or a Contract.

Amendment: An agreed addition to, deletion from, correction, or modification of a Contract signed by all authorized parties. An Amendment may include renewal or extension of a Contract.

Assignment: An authorized legal transfer of contractual rights from one party to another party.

Award: The act of accepting a Bid, Proposal, or Offer, thereby resulting in a Contract or Purchase Order between TTU and the Contractor.

Best Value: The factors to be considered in determining the best overall value for TTU per [Texas Education Code §51.9335\(b\)](#).

Comptroller: The Texas Comptroller of Public Accounts.

Conflict of Interest: A Conflict of Interest refers to a situation in which an employee's financial, professional, or other personal considerations may directly or indirectly affect, or have the appearance of influencing, the TTU employee's judgment in exercising any duty or responsibility, including the conduct or reporting of research, owed to TTU (see [TTU OP 10.20](#)).

Consultant: An individual or firm that provides Consulting Services to an Institution and does not involve the traditional relationship of employer and employee [Texas Government Code §2254.021](#).

Consulting Services: The Services of studying and advising an Institution per [Texas Government Code, §2254.021](#) Consulting Services must be approved by the TTU System Board of Regents per [Regents' Rule Chapter 07](#).

Contract: A legally binding written agreement executed between TTU and a second party in which the parties agree to perform in accordance with the obligations therein. Contracts include, but are not limited to, letter agreements, cooperative agreements, memorandums of understanding ("MOU"), Interagency Contracts, Interlocal Contracts, easements, licenses, leases, and Purchase Orders (see [Regents' Rules Chapter 07](#)).

Contract Administration: Following the contract award, the TTU requesting department-level actions to oversee full compliance with all of the terms and conditions contained within a Contract.

Contract Administrator: The Contract Administrator is the department-level individual responsible for adherence to all provisions contained within a Contract and for managing the performance of the Contract.

Contract Close-out: The process conducted upon completion of the Contract during which the Contract Administrator confirms and documents compliance with the terms and conditions of the Contract, final deliverables are received, and outstanding payments processed.

Contract Management: The complete contract process from planning through Contract close-out.

Contract Review Team: A team comprised of such members as the Contract Manager, the Contract Administrator, and, as needed, cross-functional members such as subject matter experts, information technology, risk management, legal, and price/cost analysts. The size and the members of the team are dependent on the nature and complexity of the project.

Contractor: An entity or individual contracted to provide Goods or Services to TTU. For this RFP, Contractor is used interchangeably with the term "Proposer." In some instances, the Contractor may be referred to as the supplier.

Escalation Clause: A provision in a Contract that allows for increasing or decreasing the Contract price for Goods or Services in step with market prices, an agreed-upon benchmark such as the consumer price index ("CPI"), or when maintenance and operating costs increase or decrease.

Fiscal Year (“FY”): The twelve (12) month period starting September 1 and closing on August 31 that is consistent with the State’s annual budget.

Goods: Includes salable or usable items such as supplies, materials, merchandise, consumables, commodities, solutions, manufactured items, or equipment. Goods do not include Services or real property.

Liquidated Damages: A specified Contract provision that entitles TTU to demand a set monetary amount determined to be a reasonable estimate of damages TTU will incur due to the Contractor’s failure to meet Contract requirements.

Negotiations: Conferring, discussing, or bargaining to reach a mutual agreement between two or more parties.

Originating Department: The TTU department from which a Solicitation or Procurement request originates and is responsible for the Contract Administration.

Payment Bond: A bond solely for the protection and use of Payment Bond beneficiaries who have a direct contractual relationship with the prime Contractor or a Subcontractor to supply labor or material.

Performance Bond: An instrument executed, subsequent to award, by a successful Proposer or Bidder that protects an Institution from loss due to the Contractor’s inability to complete the Contract as agreed.

Procurement (“Procure”): Purchasing, renting, leasing, or otherwise acquiring any Goods or Services, including all functions that pertain to the acquisition through Contract Close-out.

Professional Services: Services directly related to professional practices as defined by the Professional Services Procurement Act ([Texas Government Code §2254.002](#)). These include Services within the scope of the practice of accounting, architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing. Services provided by professionals outside the scope of their profession, e.g., Consulting Services provided by accounting firms, are not considered Professional Services.

Proposal: A Response to a Request for Proposals (“RFP”) and intended to be used as a basis to negotiate a Contract award.

Proposal Opening: The public opening of Proposals, in which the names of the Proposers to a Solicitation are publicly read and recorded. No prices are divulged at a Proposal Opening as these types of Solicitations are subject to Negotiations.

Proposer: An entity submitting a Proposal to a Request for Proposal. The term includes anyone authorized to act on behalf of the individual or other entity that submits a Proposal, such as agents, employees, and representatives.

Purchase Order: A legal document issued to the Contractor used to formalize the terms and conditions of any purchase of Goods or Services.

Regents’ Rules: Rules established by the TTU System Board of Regents that govern all TTUS component Institutions. <http://www.texastech.edu/board-of-regents/regents-rules.php>

Renewal: The process where an existing Contract is renewed for an additional period per the terms and conditions of the original Contract.

Request for Proposal (“RFP”): A Solicitation requesting submittal of a Proposal in response to the required Specifications and usually includes some form of a cost Proposal. The RFP process allows for Negotiations between a Proposer and the issuing Institution.

Responsible: A Proposer who is fully capable of meeting all of the financial and technical requirements of a Solicitation and any subsequent Contract.

Responsive: The Proposer has complied with all material aspects of the Solicitation, including submission of all required documents in accordance with the Specifications.

Scope of Work (or “SOW”): A detailed, written description of the conceptual requirements contained within the Specifications.

Scoring Matrix: A chart used to document the evaluation criteria of a Proposal.

Service(s): The furnishing of labor, time, and effort by a Contractor or auxiliary enterprise, including a construction project, which may involve, to a lesser degree, the delivery or supply of Goods.

Solicitation: A method or process used to obtain Responses for the purpose of gathering information or entering into a Contract.

Solicitation Conference: A meeting chaired by the Procurement Services Office designed to help potential Proposers understand the requirements of a Solicitation. It may also be known as a Pre-proposal Conference.

Specification(s): Description of the requirements for Goods or Services, including the Scope of Work, to be fulfilled by a Contractor.

State: The State of Texas.

Statute: A law enacted by a legislature.

Subcontractor: An individual or business entity retained by a Contractor to perform part of a Contractor's duties under a Contract.

TTUS: The Texas Tech University System and shall include the component institutions Texas Tech University, Texas Tech University Health Sciences Center, Texas Tech University Health Sciences Center El Paso, Angelo State University, and Midwestern State University.

TechBid: TTU's online system Procurement notification and submittal system.

Vendor (Contractor) Debarment: The status of any Vendor debarred from conducting business with TTU by either the Texas Comptroller or the federal government. Debarment protects the State from risks associated with awarding Contracts to Contractors who have exhibited an inability or unwillingness to fulfill contractual requirements or who have displayed improper conduct. Debarment may include a Contractor's successors-in-interest. Debarment does not relieve the Contractor from responsibility for fulfilling existing obligations.