REQUEST FOR PROPOSAL

#### The University of Texas Health Science Center at Houston

**for**

## Selection of a Vendor to Provide

#### Event Management for Annual Fun Fest

#### RFP No.: 744-R1520

Bid Submittal Deadline: Tuesday, June 30th, 2015 at 2PM CST

****

Prepared By:

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The University of Texas Health Science Center at Houston

1851 Crosspoint, OCB 1.160

Houston, Texas 77054

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May 28, 2015

Request for PROPOSAL

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHSC-H) is one of the fifteen component Universities of The University of Texas System. UTHSC-H is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

* Medical School (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) – 6431 Fannin Street
* Cyclotron Building (CYC) – 6431 Fannin Street
* School of Dentistry (SOD) – 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
* School of Nursing (SON) – 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS)– 6767 Bertner Avenue
* Biomedical & Behavioral Sciences Building (BBS) – 1941 East Road
* Institute of Molecular Medicine (IMM) – 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* Professional Building (UTPB) - 6410 Fannin Street

UTHSC-H combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHSC-H is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHSC-H is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 6,500 employees and approximately 4,500 students. As a component of the University of Texas System, UTHSC-H is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

**1.2 Background and Special Circumstances**

Fun Fest is a celebratory event held annually to show appreciation to UTHealth faculty, staff and students, similar to a company picnic. It takes place at Grant/Fay Park, which is located between UTHealth School of Nursing and UTHealth School of Public Health in the late fall of each year. Attendees enjoy a variety of interactive activities, carnival-style foods and entertainment. This year’s event will be held on Thursday, November 19th, 2015.

Included below are the challenges we have run into in the past which have solicited a need to hire a turnkey management company to assist with this event.

Fun Fest has evolved from a chili cook-off to what is now a Renaissance festival themed event; however, some attendee expectations have not changed. Since we have employees that have been with UTHealth for many years, managing expectations in this new event setting has become challenging. The event takes place from 2 to 5 pm. Instead of serving a full meal, stations are setup carnival-style for attendees to grab snacks and move throughout the event. Unfortunately, some attendees take advantage of the free food causing vendors to run out of product before the event concludes. The result is disappointing for attendees that are not able to come until a later time due to various work obligations, and it’s a situation we want to avoid in the coming years. Last year meal cards were used to limit the number of food items each attendee was able to consume. Meal cards or some other quantity control management is necessary to effectively manage food distribution for this event.

Crowd Control is also a factor that must be very well managed. In the past, long lines form resulting in other booth’s lines intersecting and overlapping. Food booths were not effectively stationed so that it would eliminate lines from running into each other. Booth placement needs to be strategically planned to eliminate long lines and maintain flow of event space. Each year we have eager and excited attendees that arrive early. Therefore, staff must be setup early and prepared to serve a large influx of attendees from the start. It is critical that we have ample staff managing all areas of the event.

The above mentioned areas have all been problematic in the past. We are looking to hire a turnkey event management company to assist in the logistics and production of Fun Fest, including, but not limited to food, beverage, activities, entertainment, staffing and rentals. The proposer that wins this bid should be able to effectively produce the event through the scope of work provided below. The resulting contract may be extended on an annual basis for up to four additional one-year terms to encompass event management of future year’s Fun Fest events.

**1.3 Objective of this Request for Proposal**

The University of Texas Health Science Center at Houston (“**University**”) is soliciting proposals in response to this Request for Proposal for Selection of a Vendor to Provide Event Management Services related to the Annual Fun Fest event, RFP No. 744-R1520, (this “**RFP**”). The Services are more specifically described in **Section 5.4** (Scope of Work) of this RFP.

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

**SECTION 2**

**NOTICE TO PROPOSER**

**2.1 Submittal Deadline**

University will accept proposals submitted in response to this RFP until 2PM, Central Standard Time on Tuesday, June 30th, 2015 (the “**Submittal Deadline**”).

**2.2 University Contact Person**

Proposers will direct all questions or concerns regarding this RFP to the following University contact (“**University Contact**”):

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, Texas 77054

Laura Lander

Laura.Lander@uth.tmc.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. University Contact must receive all questions or concerns no later than 12PM CST on Thursday, June 18th, 2015. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

**2.3 Criteria for Selection**

The successful Proposer, if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as the “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, (2) total overall cost to University, and (3) project management expertise. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by University in evaluating proposals and selecting Contractor, will be those factors listed below:

* + 1. Scored Criteria
       1. **30%** - **Cost of goods and services**;
       2. **70% - Qualifications**. To include:
* the reputation of the Proposer and of the Proposer's goods or services;
* the quality of the Proposer's goods or services;
* the extent to which the goods or services meet the University's needs;
* the Proposer's past experience with similar events

**2.4 Key Events Schedule**

Issuance of RFP Thursday, May 28th, 2015

Deadline for Questions/Concerns Thursday, June 18th, 2015 at 12PM CST

(ref. **Section 2.2** of this RFP)

Submittal Deadline

(ref. **Section 2.1** of this RFP) Tuesday, June 30th, 2015 at 2PM CST

**2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this Section 2.5 will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by the Proposer is subject to review by University to ensure compliance with the HUB program.

2.5.2University has reviewed this RFP in accordance with Title 34, *Texas Administrative Code*, Section 20.14, and has determined that subcontracting opportunities are not probable under this RFP.

**SECTION 3**

**SUBMISSION OF PROPOSAL**

**3.1 Number of Copies**

Proposer must submit a total of Five (5) complete and identical copies of its *entire* proposal and a complete and identical copy of its *entire* proposal on CD-ROM. An *original* signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

**3.2 Submission**

Proposals must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should be delivered to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, TX 77054

Attn: Laura Lander

**3.3 Proposal Validity Period**

Each proposal must state that it will remain valid for University’s acceptance for a minimum of One Hundred Twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

**3.4 Terms and Conditions**

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

3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFP);

3.4.1.2. Agreement (ref. **APPENDIX TWO**);

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

3.4.1.4. Notice to Proposers (ref. **Section 2** of this RFP).

**3.5 Submittal Checklist**

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

3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. **Section 6** of this RFP)

3.5.3 Responses to Proposer's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)

3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of **APPENDIX ONE**)

3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFP)

3.5.6 Signed and completed W-9 Form.

3.5.7 Copy of Proposer’s insurance certificate in accordance with limits stated in the attached Sample Agreement (ref. **APPENDIX TWO**).

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with **Section 5.3.1** of this RFP. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in **Section 2.3** of this RFP, the successful Proposer is referred to as the “**Contractor**.”

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

* + 1. Proposer’s bid must accommodate food/beverage service, activities, entertainment, rental equipment and event staff to accommodate 1750 attendees for a 2 hour event within a $60,000 budget.
    2. Proposer must be a turnkey event management company serving the Houston area with at least 5 years of experience.
    3. Proposer must have proven experience with corporate and festival events of 1750 attendees or more.
    4. Proposer must have established relationships with local vendors.
    5. Proposer must have bandwidth to manage all vendors and staff.
    6. Proposer must provide strategic setup to ensure best flow for event.
    7. Proposer must have knowledge and experience to maintain crowd control and keep lines to minimum.
    8. Proposer must provide an adequate number of staff and staff management to maintain the crowd in stressful situations.
    9. Proposer must be able to work well under pressure and be able to make decisions when unexpected problems arise during the event.
    10. Proposer must implement health, safety, and hygiene policies within proposer’s operating procedures.
    11. Proposer must provide a final BEO/proposal no later than one week prior to the event date.
    12. Proposer must have ability to pay for and source event staff parking outside of the event budget.
    13. Proposer must provide uniforms for onsite staff.
    14. Proposer must accept payments via check and agree to payment terms “due net 30 upon university’s receipt of invoice.”
    15. Proposer must accept deposits up to 50% maximum of the estimated invoice prior to the event.
    16. Proposer must allow direct bill and accept invoice balance after completion of event.

**5.3 Additional Questions Specific to this RFP**

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

* + 1. If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Proposer must submit a list of the exceptions.
    2. How many years has your company been in business serving the Houston area?
    3. Please provide at least three references and phone numbers of previous clients that you have served for similar events. Please include a description and size of the event for each reference.
    4. On average, how many events similar to this does your company produce per month?
    5. Please list at least 5 or more related event vendors that you work with in the Houston area.
    6. Does your company have the ability to provide themed activities and entertainment as listed in the Scope of Work? Please provide examples of types of activities that you have provided for similar past events.
    7. Does your company have the ability to design and print signage? Please provide photos of examples.
    8. Please provide photos of similar events that your company has produced.
    9. Does your company have an operating license? If so, what kind?
    10. Does your company have liability coverage? If so what kind and how much?
    11. How do you calculate time needed for setup/breakdown?
    12. What is your procedure for trash disposal at the conclusion of an event?
    13. What is your procedure for food waste disposal, specifically cooking oil?
    14. What type of practices does your company use to control the flow of lines for food, activities, etc?
    15. What is the most difficult catering and crowd control setup your company has ever performed with minimal space? Please describe this situation and how you dealt with it.
    16. What types of health and safety hygiene does your staff practice when preparing and storing food?
    17. What is your formula for calculating event staff needs? What is the ratio of event staff to guest?
    18. Do you employ your own event staff or do you hire outside staffing firms? If hiring from outside firms, please provide ratio of internal and external staff.
    19. What is your staff uniform? Do you have the ability to source theme appropriate uniforms?
    20. The University’s expectation is that the awarded proposer will submit an invoice for the final balance after the event to be paid Net 30 and payment will be made via check. Are these pay terms acceptable to your company?
    21. The University limits the amount of the deposit payment to a maximum of 50% of the total event fee. What percentage deposit would you require for this event?
    22. Please list any additional charges that the university might incur excluding food, beverages, rental equipment and staffing?
    23. How many days prior to the event do you require a headcount guarantee?
    24. What is your cancellation policy?
    25. If any, how do you apply discounts to the overall event order? What are the qualifiers for receiving discounts?
    26. What kinds of vehicles are used for the transport of food and rental equipment?
    27. What do you do with leftover food, if any food is leftover?
    28. Are you able to provide a final proposal or BEO no later than one week prior to the event? How do you propose to effectively manage/limit food item distribution to avoid running out of items early in the event?
    29. The University may decide to modify the types of food offered based on what the Proposer can provide. Please provide a list of carnival-style food items that you have the capability of providing for our event.
    30. Please see the attached Exhibit 1, Map of the Grant/Fay Park and submit a proposed layout for booths/activities/tables.
    31. Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.
    32. Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

**5.4 Scope of Work**

Contractor will provide the following services to University:

* Contractor should have the capacity to respond to planning emails and phone calls from UTHealth Planners in a timely manner and is expected to respond within 24 hours.
* Contractor should respect deadlines set by UTHealth planners for proposals, revisions, general event planning needs, printing proofs, etc.
* Contractor’s account representative/event manager must be available for site visits with UTHealth planners. Contractor must agree to a minimum of two site visits prior to event.
* Contractor should appoint an event manager to coordinate with UTHealth planners immediately after the contract is signed. The appointed event manager should also be the onsite point person for the duration of the event.
* Contractor should be able to provide proofs, samples, photos, etc. of products that are laid out in the proposal.
* Contractor must have graphic and printing capabilities to produce event signage, booth signage, wristbands, meal cards, giveaways, etc.
* If Contractor must use subcontract vendors:
  + Contractor must have a previous relationship with the subcontracted vendor, having worked with them before and knowledgeable of the subcontracted vendor’s capabilities.
  + Subcontracted vendor must be licensed and insured to accommodate food safety regulations and required permits.
  + Subcontracted vendor’s staff must be professional, trained and experienced in the service they are providing and meet expectations of UTHealth.
  + A list of subcontracted vendors must be supplied to UTHealth planners and approved at least two weeks prior to the event.
* Contractor must be able to provide real time budget updates as changes are made to the proposal.
* Contractor must be able to independently communicate and coordinate with logistical contacts for items, such as vendor and staff parking, loading and unloading, rental delivery, loading dock reservation, overnight storage security. Vendor must maintain and respect established relationships of UTHealth and their contacts.
* Contractor is responsible for providing driving directions and parking instructions for staff and subcontracted vendors.
* Contractor must be able to produce diagrams, strategically spacing stations based on expected popularity and size to effectively control the flow of the event.
* On the day of the event, event managers are expected to arrive at a mutually discussed time agreed upon by UTHealth planners. All event staff must be onsite a minimum two hours before start time.
* Vendors should be completely setup and ready to open stations one hour before event starts.
* Contractor should test equipment at least 2 hours before event start time and have the capability to replace equipment if something is not working properly (ie: generators, cooking equipment, etc).
* Contractor must conduct a pre-con meeting with all staff prior to event start time. Event staff should be stationed at their booths, briefed and aware of their duties at least one hour prior to start time.
* Contractor should have multiple event managers onsite to oversee different areas of the event and prevent any one manager from being stretched too thin. Event managers must be equipped with radios to ease communications and should be reachable to UTHealth planners.
* Contractor must provide carnival-style, easy to eat food (ie: turkey legs, roasted corn, sausage on a stick, corn dogs, funnel cakes, pretzels, etc).
* Contractor should provide picnic-style seating for 200 attendees. Contractor should also provide cocktail tables to be strategically placed throughout the park. All tables should have plastic table covers.
* Contractor must provide a minimum of four (4) hand washing stations throughout the park.
* Contractor must provide all necessary supplies to equip food and activity booths (ie: tables, cooking equipment, etc).
* Contractor must provide all equipment needed to power all items included in proposal (ie: generators, extension cables, etc).
* Contractor must be able to provide theme appropriate activities (ie: inflatable obstacle courses, archery, tomato toss, jousting, entertainment, decorations, etc).
* Contractor must be able to provide beverages throughout the event including water, sodas, and themed beverages and must have the ability to keep drinks cold and/or hot.
* Should Contractor run out of a specific item during the event, an effort to obtain more of that item should occur. If not possible, the booth should be shut down completely and any associated staff should be reassigned to assist in other areas.
* If a line is formed when one of the items runs out, one of the Contractor’s event managers must communicate to the crowd that the item is no longer available.
* Although we do expect lines to form at certain popular stations, Contractor should be able to manage the logistics of the lines using rope and stanchion or other practices.
* In addition to the staff behind each booth, there should be 1-2 staff members in the front of the line controlling quantity through use of meal cards or other suggested methods.
* If frying is necessary for a food booth, vendors must use propane deep-fryers and properly dispose of the oil offsite.
* Contractor should expedite breakdown to be completed the same day of the event and the park must be left in the same conditions as before the event.
* Contractor must have the capability to bring a dumpster, maintain trash during event, and remove all trash after the event.
* Contractor should be able to transport UTHealth equipment from administrative building to event site one day before the event.

**Facilities Overview**

A) Welcome/Registration: Event entrance is located in the breezeway adjacent to the School of Nursing lobby. This is the guest entrance for the event and serves as an area for volunteer check-in. Guests must check-in with an ID badge, pickup giveaways and meal cards from registration volunteers to gain entry to the event. Volunteer check-in is a separate area, located to the right of the main registration area. Layout will be customized according to UTHealth planners’ specifications. Required equipment for the registration area to be provided by Contractor: 8 to 10 six foot tables with disposable table covers.

B) School of Nursing Multipurpose Room: this room is used as the green room space for the event entertainment. No special equipment or setup is needed in the rooms.

C) Grant/Fay Park: Located at 1368 Holcombe Blvd, Houston, Texas 77030.Owned by the Texas Medical Center. The park is typically used as a leisure spot for people in the Texas Medical Center. Although the park will be reserved for this event, people are allowed to walk through during setup and breakdown. The park is made up of grass, dirt pathways and many trees. Contractor is responsible for all setup and equipment needed to facilitate the event in this area (including tables, chairs, power, etc.)

D) Restrooms: restrooms for attendees or proposer’s staff are located in the School of Nursing and School of Public Health.

E) Waste Management: Several waste bins are located through the park and should be managed during the event and emptied at the end of the event by the Contractor. In addition to the existing waste bins, an additional 15 to 20 bins should be provided and maintained by the Contractor. A large dumpster must be provided by the Contractor onsite and removed after the event. The dumpster can be placed adjacent to the park in the Texas Medical Center parking lot.

**SECTION 6**

**PRICING AND DELIVERY SCHEDULE**

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

(Proposer Company Name)

**To:** The University of Texas Health Science Center at Houston

**Ref.:** Event Management Services related to the annual Fun Fest

**RFP No.:**  744-R1520

Ladies and Gentlemen:

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

**6.1 Pricing for Services Offered**

Turkey Legs

Unit Cost $\_\_\_\_\_\_\_\_ x 1750 = $\_\_\_\_\_\_\_\_\_\_\_\_\_

Sausage on a Stick

Unit Cost $\_\_\_\_\_\_\_\_ x 1750 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Roasted Corn

Unit Cost $\_\_\_\_\_\_\_\_ x 1000 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corn Dogs

Unit Cost $\_\_\_\_\_\_\_\_ x 1000 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Funnel Cakes

Unit Cost $\_\_\_\_\_\_\_\_ x 1000 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Pretzels

Unit Cost $\_\_\_\_\_\_\_\_ x 1000 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cotton Candy

Unit Cost $\_\_\_\_\_\_\_\_ x 1000 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Soft Drinks/Water

Unit Cost $\_\_\_\_\_\_\_\_ x 3500 = $\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Themed Activities/Setup/Take down $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tables and Seating for 200/20 Cocktail Tables/Setup/Take Down $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Staff $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Graphics/Signs $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hand Wash Stations $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Trash Removal $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please attach a separate sheet listing a breakdown of the costs that make up this Other amount)

**Grand Total $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Once a final vendor is selected, the University reserves the right to request in writing a change in quantities or items for the actual event.**

**6.2 Delivery Schedule of Events**

\_\_\_\_\_\_\_\_\_\_\_\_ Calendar Days to commence services after contract execution

**6.3 University’s Payment Terms**

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

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

Respectfully submitted,

**Proposer:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

(Authorized Signature for Proposer)

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

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

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

APPENDIX ONE

PROPOSAL REQUIREMENTS

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**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

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

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

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

**1.2 Inquiries and Interpretations**

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

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer’s proposal.

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

**1.3 Public Information**

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

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

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (*Government Code*, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

**1.4 Type of Agreement**

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the “**Agreement**”) attached to this RFP as **APPENDIX TWO** and incorporated for all purposes.

**1.5 Proposal Evaluation Process**

University will select Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening the Proposer’s proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (also called the HSP) that are required by this RFP (ref. **Section 2.5.4** of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

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

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

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

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

**1.6 Proposer's Acceptance of Evaluation Methodology**

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and Additional Questions (ref. **Section 5** of this RFP), [d] the terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.

**1.7 Solicitation for Proposal and Proposal Preparation Costs**

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

**1.8 Proposal Requirements and General Instructions**

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

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

1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University’s sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University’s sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University’s sole discretion.

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6** ofthis RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer’s General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. **Section 1.3** of this RFP) and the Submittal Deadline (ref. **Section 2.1** of this RFP) should be clearly shown in the lower left‑hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP) as required by this RFP (ref. **Section 2.5** of the RFP.)

Upon Proposer’s request and at Proposer’s expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

University will not accept proposals submitted by telephone, proposals submitted by Facsimile (“**FAX**”) transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to University, in University’s sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on University that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified herein and that such intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

1.9.7 Page Size, Binders, and Dividers

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

1.9.8 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.9.9 Pagination

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

**SECTION 2**

**Execution of Offer**

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

**2.1** By signature hereon, Proposer represents and warrants the following:

2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.6 If selected by University, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.7 If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.9 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, The University of Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**2.2** By signature hereon, Proposer offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP.

**2.3** By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at University.

**2.4** By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.

**2.5** By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

**2.6** By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer’s proposal.

**2.7** By signature hereon, Proposer certifies as follows:

"Under Section 231.006, *Family Code,* relating to child support, Proposer certifies that the individual or business entity named in the Proposer’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."

**2.8** By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Proposer.

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

**2.10** By signature hereon, Proposer represents and warrants that all products and services offered to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP.

**2.11** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.

**2.12** If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, *Health & Safety Code* and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code,* states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act*,* the term“computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

**2.13 Proposer should complete the following information:**

If Proposer is a Corporation, then State of Incorporation:

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

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

**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.**

**Submitted and Certified By:**

(Proposer Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

(Email Address)

**SECTION 3**

**PROPOSER’S GENERAL QUESTIONNAIRE**

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under 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 responses to the questions contained in this Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

**3.1 Proposer Profile**

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business:

State of incorporation:

Number of Employees:

Annual Revenues Volume:

Name of Parent Corporation, if any   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

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

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

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

3.1.7 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.

3.1.8 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

**SECTION 4**

**ADDENDA CHECKLIST**

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

(Proposer Company Name)

**To:** The University of Texas Health Science Center at Houston

**Ref.:** Event Management Services related to the annual Fun Fest

**RFP No.:**  744-R1520

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

(Authorized Signature for Proposer)

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

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

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

APPENDIX TWO

SAMPLE Agreement

(separate attachment)