



TEXAS SOUTHERN UNIVERSITY

REQUEST FOR QUALIFICATIONS

**ADA CORDINATOR/ACCESSIBILITY
COMPLIANCE OFFICER (ACO)**

RFQ # 717-26-734a

DEADLINE FOR SUBMITTAL:

11:00 a.m., Central Time, Monday, April 13, 2026

(Qualifications received after the date and time specified will not be accepted)

Texas Southern University
PROCUREMENT SERVICES
Attn: Thomas Britt
3100 Cleburne Street
Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 - 4598

SECTION I

GENERAL INFORMATION

- 1.1 SCOPE. The State of Texas, by and through Texas Southern University (TSU), seeks sealed Qualifications to establish a contract for an Accessibility Compliance Officer (ACO), in accordance with the specifications contained in this Request for Qualification (RFQ).
- 1.2 CONTRACT TERM. The services requested shall be provided for a period of one (1) year, beginning with the execution of the contract, with two (2) single-year options upon written agreement from both parties.
- 1.3 DEFINITIONS. The following is a list of generic definitions to be used only if the terms appear in the RFQ:
- (a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed
 - (b) Addendum - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses
 - (c) Best and Final Qualification (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Qualification
 - (d) Contract – The contract awarded as a result of this RFQ and all exhibits thereto. This RFQ, any Addendum issued in conjunction with this RFQ, the successful Respondent’s Qualification, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits
 - (e) Contractor – Respondent whose Qualification results in a contract with TSU
 - (f) Electronic State Business Daily (ESBD) – The Electronic State Business Daily, which is available on-line at <http://esbd.state.tx.us/>
 - (g) Gov’t Code – Texas Government Code.
 - (h) Qualification – The response submitted by a vendor to TSU as a result of this solicitation.
 - (i) Respondent – Any person, firm or vendor who submits a Qualification in response to this solicitation.
 - (j) RFQ – Request for Qualifications, which is the type of solicitation embodied in this document.
 - (k) TAC – Texas Administrative Code, which is the publication for administrative rules.
- 1.4 CONFLICTS OF INTEREST:

Actual and Perceived Conflicts

By submitting a Qualification, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with the TSU. The Respondent also represents and warrants that entering a Contract with the TSU will not create the appearance of impropriety. In its Qualification, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with the TSU. The requirement to disclose any actual or potential conflict of interest shall begin at initial request for bids and continue during the term of the contract and shall survive until the end of the recordkeeping requirement in Section 1.5. TSU will decide, in its sole discretion, whether an actual or perceived conflict should result in Qualification disqualification or Contract termination.

Current and Former TSU Employees

In addition to the disclosures required above, the Respondent shall also disclose any of its personnel who are current or former officers or employees of the TSU or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree by affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of the TSU.

Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (e.g., Texas Government Code Chapters 572 and 573). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

1.5 RECORDS RETENTION

The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performance called for in the Contract. The Respondent shall retain all such records for a period of seven (7) years after the expiration of the Contract, or until TSU and/or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to TSU, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

1.6 INSURANCE AND OTHER SECURITY

Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide Texas Southern University with current certificates of insurance or other proof acceptable to Texas Southern University of the following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract

Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to Texas Southern University. Contractor represents and warrants that it shall maintain the above insurance coverage

during the term of this Contract and shall provide Texas Southern University with an executed copy of the policies immediately upon request.

1.7 COMMODITY CODE

The NIGP / State of Texas commodity code for this solicitation 909-33

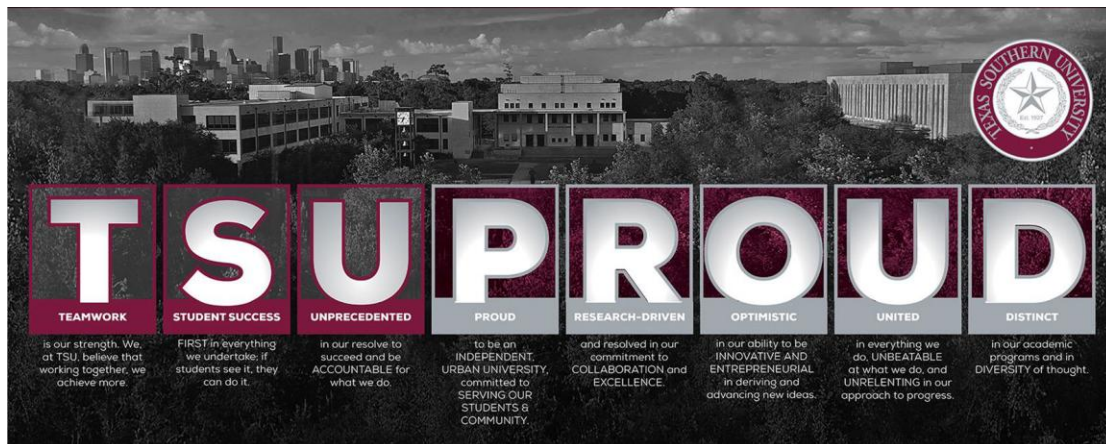
1.8 BACKGROUND

Texas Southern University (“TSU”) is an elite, Carnegie R2 Institution and proud to be the premiere producer of talent for s strong Texas. The Owner one of the largest Historically Black College/University (“HBCU”) in the nation and destined to become the first HBCU with the coveted Carnegie R1 status.

Since its founding in 1927, TSU has evolved from its origins as a small junior college into an elite, nationally competitive, Texas Southern is proud to be one of 11 HBCU’s designated as a Doctoral University of High Research Activity (R2) by The Carnegie Classification of Institutions of Higher Education. Recognized for not only its research, TSU has demonstrated a commitment in every facet of university life from academics to athletics. Texas Southern University currently offers more than 120 undergraduate and graduate programs and concentrations at the baccalaureate, graduate-master, graduate-doctoral, and professional level. These programs are organized into 11 colleges and the campus is situated on more than 150-acres of land in the heart of Houston’s historic Third Ward community.

As the institution celebrates 95 years of providing learners with social and upward mobility through education, the administration has paid tribute to its rich past, while celebrating its present state, and envisioning its future.

Texas Southern University is committed to transforming lives and achieving unprecedented success at an accelerated pace. The Board of Regents, President, Administration, Faculty, and Staff live the mission of TSU everyday through their respective commitment to the students. Texas Southern University is PROUD to be the first public institution in Houston.



End of Section I

SECTION II

SCOPE OF WORK

ADA Coordinator/Accessibility Compliance Officer (ACO)

with oversight responsibilities for the Student Accessibility Services Office (SASO)

Position Summary

The ADA Coordinator/Accessibility Compliance Officer ("ADA Coordinator/ACO") serves as the University's lead authority on disability access, Sections 504/503/508/ADA Title II compliance, and accessibility-related civil rights obligations. The ADA Coordinator/ACO is responsible for coordinating, monitoring, and implementing institutional compliance with all applicable federal, state, and local accessibility requirements, including the Americans with Disabilities Act (ADA), Sections 504, 503 and 508 of the Rehabilitation Act, Title I & II of the ADA, the Fair Housing Act, and related statutes. The ADA Coordinator/ACO serves as the primary point of contact for the campus and the public regarding ADA-related inquiries, grievances, investigations, and accessibility concerns. The ADA Coordinator/ACO reports to the Provost & Senior Vice President for Academic Affairs with a working relationship to the Director of Student Accessibility Services (SASO).

Reporting To: Provost & Senior Vice President for Academic Affairs

This role provides central oversight for institutional accessibility compliance requirements in accordance with federal and state regulations. The ADA Coordinator/ACO will also oversee SASO to ensure students receive timely accommodations, while modernizing the unit to align with federal requirements, digital workflows, and universal design practices. This position is both strategic and hands-on, requiring expertise across technology, law, student accommodations, and organizational change.

Essential Duties and Responsibilities

The duties and responsibilities include, but are not limited to, the following:

A. ADA Compliance & Governance

- Coordinate and guide all required updates to the University's ADA Self-Evaluation Report.
- Serve as the institutional liaison to federal, state, and local agencies on compliance matters.
- Ensure policies, processes, and procedures meet requirements of ADA Titles I and II, Section 503/504, and all related mandates.
- Oversee institutional processes for addressing and resolving ADA complaints and accessibility inquiries.
- Serve as the primary intake and decision-maker regarding allegations of discrimination or non-compliance based on disability.

B. Policy Development & Institutional Planning

- Develop, recommend, and implement university policies, programs, and procedures concerning accessibility and disability accommodations.
- Provide consultation to university leadership regarding ADA implications for institutional policy, operations, procurement, and planning.
- Serve as the principal planning coordinator for ADA-related initiatives, compliance projects, and long-range accessibility planning.

C. Campus Accessibility & Accommodation Coordination

- Collaborate with the Office of Human Resources to assess and process employee accommodation requests.
- Partner with Facilities/Planning, Campus Safety, Housing, and related units to address physical access, barrier removal, and emergency preparedness for individuals with disabilities.
- Coordinate with OIT, Academic Computing, faculty, and staff to ensure accessibility of instructional technologies, digital content, online environments, and electronic information systems.
- Ensure compliance with the Fair Housing Act related to accessibility and accommodations in campus housing facilities.

D. Training, Workshops & Technical Assistance

- Develop and deliver regular training sessions, workshops, and awareness programs on ADA obligations, accessibility standards, disability rights, and inclusive practices.
- Provide technical assistance and professional guidance to faculty, staff, students, and administrators on ADA-related matters.
- Co-Chair the institution-wide ADA Committee, supporting planning, governance, and communication across campus.

E. ADA Grievance Resolution & Investigations

- Manage and resolve all ADA-related complaints, grievances, and inquiries raised by students, employees, or members of the public.
- Conduct fact-finding investigations, prepare written findings, and issue recommendations for remediation or corrective action.
- Maintain records, documentation, and appropriate tracking consistent with legal and regulatory expectations.

F. Monitoring & Continuous Improvement

- Monitor and assess accessibility compliance across physical, programmatic, instructional, and digital environments.
- Identify barriers and recommend strategies for remediation, risk mitigation, and long-term improvements.
- Ensure the University maintains effective procedures for ADA compliance, complaint management, and institutional accountability.

Knowledge, Skills, and Abilities Required

The ACO must demonstrate knowledge of: ADA Title I & II, Section 504/503/508, the Fair Housing Act, and related federal/state accessibility laws; best practices in institutional accessibility, disability services, digital accessibility, and civil rights enforcement; and investigatory processes, documentation standards, and resolution frameworks for ADA grievances.

- Strong understanding of:
 - ADA Title II regulations
 - Section 504 & 508
 - DOJ Title II Web & Mobile Accessibility Rule (2026)
 - Texas Administrative Code (TAC) 206
 - Texas Administrative Code (TAC) 213
 - Texas Government Code 2054, Subchapter M
 - Universal Design for Learning (UDL)
- Familiarity with higher education environments, especially public/state institutions.

Technical Skills

- Document remediation (Word, PDF, PowerPoint, etc.).
- Knowledge of assistive technologies (JAWS, NVDA, VoiceOver, screen magnifiers).

Leadership & Operational Skills

- Ability to design and run large-scale compliance programs.
- Excellent communication and training abilities.
- Ability to collaborate across academic, administrative, IT, and student-facing units.
- Strong change management and project management skills.
- Ability to collaborate with legal counsel and OCR on issues relating to ADA compliance and complaints

Minimum Requirements

Education

- Master's degree in Human Services, Counseling, Higher Education Administration, Disability Services, Human Resources, Public Administration, or related field.

Experience

- Minimum five (5) years demonstrated experience serving as an ADA Coordinator or equivalent role with direct responsibility for institutional ADA compliance, higher education preferred
- Conducting ADA-related investigations, resolving grievances, and interpreting compliance requirements
- Collaborating with Facilities, Campus Safety, IT, HR, Academic Affairs, and Student Affairs on accessibility-related initiatives.
- Presenting to internal and external audiences on ADA-related topics

Certification (*preferred but not required*)

- ADA Coordinator Certification

Classification & Appointment

- Full-time, 12-month administrative position.
- Salary commensurate with experience.

End of Section II

SECTION III

CRITERIA

3.1 CRITERIA

Accessibility Compliance includes, but is not limited to, the requirements contained in this RFQ. Specifications and requirements set forth that contain the words ‘must’ or ‘shall’ are mandatory and must be provided as specified with no alteration, modification, or exception. Specifications and requirements set forth that contain the words ‘may’ or ‘can’ allow Respondents to offer alternatives to the manner in which the commodities/services are provided. The criteria in which your response will be evaluated are as follows:

Criterion 1: Experience of Person / Firm

Criterion 2: Qualifications of Personnel

3.2 CRITERION 1: Experience of the Person / Firm

- 3.2.1 Please provide a description of the person/firm, including the history in the business, size and description of staff composition, including years in business.
- 3.2.2 Please provide a list of the applicable services you provide.
- 3.2.3 Proposer shall provide references on recent projects for which the proposer provided services similar to those outlined in this RFQ. References shall include a list of at least five (5) clients for which the proposer's company is currently providing these services or has provided the same type and level of service within the past three years. The name, address, telephone number, and valid email address of a reference person who may be contacted for further information must be shown. It is preferable that these references are from other universities or public sector accounts comparable in size or larger.
- 3.2.4 Describe your firm’s previous record of performance with Texas Southern University.
- 3.2.5 In the past two years, has your firm lost any educational or public institution accounts? If so, please state why.
- 3.2.6 Have you been debarred from bidding or providing service / products to any public entity in the state of Texas within the last five (5) years? If so, provide the name and contact information of the entity.
- 3.2.7 Have you protested or threatened to protest against any public entity in the state of Texas within the last five (5) years? If so, provide the name and contact information of the entity.
- 3.2.8 State if there are any pending lawsuits filed by or against your firm or any of its principals, directors, or officers and, if so, identify the nature of and status of the suit.

3.3 CRITERION 2: Qualifications of the Personnel

- 3.3.1 Provide a detailed management plan with defined lines of authority and responsibility. Also include an organizational chart, resumes and tenure for all proposed “key” staff members who shall be assigned to this project. If personnel substitutions are contemplated on a contingency basis, they

should also be identified. Provide certification cards. Enhancements such as graphics, charts or other visuals are acceptable, but not mandatory.

- 3.3.2 If available, provide any certifications, awards, memberships, publications, etc., for each team member.
- 3.3.3 What is the average tenure of employees in your company?
- 3.3.4 How many total employees does your company employ in your Houston area office?
- 3.3.5 How many employees would be assigned to handle TSU?
- 3.3.6 How does your firm determine who shall be assigned to service each account?
- 3.3.7 Do you anticipate the need to hire additional personnel to handle this agreement? If so, how many?

End of Section III

SECTION IV

QUALIFICATION INFORMATION

4.1 SCHEDULE OF EVENTS

The solicitation process for this RFQ will proceed according to the following schedule:

<u>EVENT</u>	<u>DATE</u>
Issue RFQ	Monday, March 30, 2026
Deadline for Submission of Questions	Monday, April 6, 2026
Deadline for Submission of Qualifications	Monday, April 13, 2026

4.2 REVISIONS TO SCHEDULE

TSU reserves the right to change the dates in the schedule of events above upon written notification through a posting on the Electronic State Business Daily (ESBD) and the TSU Purchasing website. It is the responsibility of interested parties to periodically check either website for updates to the RFQ prior to submitting a Qualification. The Respondent's failure to check the website will in no way release the selected Contractor from the requirements of addenda or additional information; nor will any resulting additional costs to meet the requirements be allowed after award(s).

4.3 PRE-BID MEETING

There will not be a pre-bid meeting.

4.4 QUALIFICATION REQUIREMENTS

- 4.4.1 Submissions of your Qualification: Respondents shall submit one (1) paper copy of the Qualification. Qualification pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Qualification.
- 4.4.2 Please submit a flash drive version as well. Please ensure that your entire bid response is on the flash drive as this will be the official version of your bid response, and it will be the only copy we keep on file.
- 4.4.3 Format of Qualifications - Respondents will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:

Introduction Letter (2-page maximum)
Table of Contents
Tab 1: Criterion 1
Tab 2: Criterion 2
Tab 3: TSU Terms and Conditions
Tab 4: Exhibit A: Execution of Qualification
Tab 5: Addenda, if applicable

- 4.4.4 Cost of Preparation: TSU will not reimburse the Respondent for any cost related to its Qualification. The Respondent is responsible for any expense related to the preparation and submission of its Qualification.
- 4.4.5 TSU will not consider any Qualification that bears a copyright. Qualifications will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Qualification and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Qualification or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Qualification is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Qualification subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Qualification that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Qualification, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14-point font.

4.5 INQUIRIES / QUESTIONS

- 4.5.1 All inquiries and questions shall be submitted in writing (in Word format for ease of cutting & pasting) via email to Mr. Thomas Britt at thomas.britt@tsu.edu by **12:00 noon Central time on Monday, April 6, 2026**; the date listed as the deadline for submission of questions as specified in Section 4.1 above.
- 4.5.2 All inquiries will result in written responses with copies posted to the State of Texas Electronic State Business Daily and the TSU Purchasing website. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.
- 4.5.3 Except as otherwise provided in this Section, upon issuance of this RFQ, other employees and representatives of TSU will not answer questions or otherwise discuss the contents of the RFQ with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFQ.
- 4.5.4 If Respondent takes any exceptions to any provisions of this RFQ, these exceptions must be specifically and clearly identified by Section in Respondent's Qualification in response to this RFQ and Respondent's proposed alternative must also be provided in the Qualification. Respondents cannot take a 'blanket exception' to this entire RFQ. If any Respondent takes a blanket exception to this entire RFQ or does not provide proposed alternative language, the Respondent's Qualification may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

4.6 QUALIFICATION SUBMISSION

- 4.6.1 All Qualifications shall be received and documented in the Purchasing Office at TSU prior to the stated deadline date specified in the Schedule of Events above. TSU reserves the right to reject late submittals.
- 4.6.2 Qualifications should be placed in a separate envelope or package and correctly identified with the RFQ number and submittal deadline/RFQ opening date and time. It is Respondent's responsibility to appropriately

mark and deliver their Qualification response to Mr. Britt in the Purchasing Office located in Hannah Hall, suite 333, by the specified date and time. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

- 4.6.3 Telephone, email and facsimile Qualification responses will not be accepted.
- 4.6.4 Receipt of all addenda to this RFQ should be acknowledged by returning a signed copy of each addendum with the submitted Qualification.
- 4.6.5 The TSU Standard Terms and Conditions is included in this solicitation for your convenience with the thought that you can present it to your legal department, and they can begin reviewing them, in order to speed up possible negotiations.

4.7 DELIVERY OF QUALIFICATIONS

Qualifications are commonly shipped to TSU by one of the following methods: U.S. Postal Service, Fed Ex Overnight / Express Mail, or Hand Delivery (recommended).

**** Please instruct your delivery service to avoid delivering your submittal to the University's Warehouse / Central Receiving as this will delay delivery and could ultimately result in your response being late; and consequently rejected. All solicitation responses must be delivered to either the TSU Post Office or the TSU Purchasing Office located in room 333 in Hannah Hall, our main administration building.**

4.8 QUALIFICATION OPENING

- 4.8.1 Qualifications will be opened by the assigned buyer in their office or their department conference room, whichever is most appropriate and available.
- 4.8.2 All submitted Qualifications become the property of TSU after the RFQ submittal deadline. The submitted Qualifications and accompanying documentation will not be returned.
- 4.8.3 Qualifications submitted shall constitute a Qualification for a period of ninety (90) days or until selection is made by TSU, whichever occurs earlier.

4.9 QUALIFICATION EVALUATION AND AWARD

- 4.9.1 TSU shall award a contract to a Respondent whose Qualification is considered to provide the best value to the State of Texas and Texas Southern University, as defined by Tex. Government Code, Section 2155.074.
- 4.9.2 A committee will be established to evaluate the Qualifications. The committee will include employees of TSU and other persons invited by TSU to participate.
- 4.9.3 TSU reserves the right to award contract(s) without any negotiations, without a BAFO, and/or TSU reserves the right to not make an award at all.

4.9.4 The Respondent is strongly encouraged to provide its best price in its Qualification because TSU makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFQ process.

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

<u>Criteria</u>	<u>Weight</u>
Criterion 1: Experience of the Firm or Person	50%
Criterion 2: Qualifications of Personnel	50%

4.9.6 The evaluation committee will determine if Best and Final Qualification (BAFO) are necessary. Award of a contract may be made without a BAFO, so you are encouraged to submit your best Qualification initially. A request for a BAFO is at the sole discretion of TSU and if requested, will be extended in writing.

4.9.7 TSU reserves the right to award to multiple vendors if deemed in the best interest of the University.

End of Section IV

EXHIBIT A

EXECUTION OFFFER

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE QUALIFICATION. QUALIFICATIONS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE QUALIFICATION SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Respondent certifies that:

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

Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

Neither Respondent nor the corporation, partnership, or institution represented by Respondent or anyone acting for such respondent, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Qualification either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFQ.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under 1 TAC § 111.2.

Under Government Code § 2155.004, no person who prepared the specifications or this RFQ has any financial interest in Respondent's Qualification. If Respondent is not eligible, then any contract resulting from this RFQ shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the vendor [Respondent] certifies that the individual or business entity named in this Qualification or contract is not ineligible to receive the specified contract and acknowledges that this contract May be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract May be terminated and payment withheld if this certification is inaccurate.

Under *Government Code* § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas Southern University or any other state agency, was involved with or has any interest in this Qualification or any contract resulting from this RFQ. If Respondent employs or has used the services of a former executive head of *Texas Southern University* or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

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

Texas Southern University is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov/SAM/> , which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/SAM/>

Under Section 2155.006(b) of the Texas Government Code, a state agency May not accept a Qualification or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five- year period preceding the date of the Qualification or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the respondent certifies that the individual or business entity named in this Qualification is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFQ May be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor May conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

The Respondent represents that, to the extent this Solicitation constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Respondent (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt materials
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

Respondent represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Qualification.

RESPONDENT (COMPANY): _____

SIGNATURE _____

NAME (TYPED/PRINTED) _____

TITLE: _____

EMAIL ADDRESS: _____

PHYSICAL ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX: _____

TAX IDENTIFICATION NUMBER: _____

DATE: _____

End of Exhibit A

End of the solicitation