



TEXAS SOUTHERN UNIVERSITY

REQUEST FOR OFFER

ONLINE COURSE & CHW PROGRAM DESIGN

RFO # 717-26-745

DEADLINE FOR SUBMITTAL:

1:00 p.m., Central Standard Time, Tuesday, May 5, 2026

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

Texas Southern University
PROCUREMENT SERVICES

Attn: Sceffers Ward
3100 Cleburne
Street

Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 - 4598

GENERAL INFORMATION

- 1.1 SCOPE. Texas Southern University (TSU) seeks a qualified partner to provide comprehensive instructional design, development, and implementation services to support the creation of a portfolio of fully online and hybrid courses, including a custom Community Health Worker (CHW) program.
- 1.2 CONTRACT TERM. A three-four (3-4) month contract will result from this solicitation.
- 1.3 DEFINITIONS. The following is a list of generic definitions to be used only if the terms appear in the RFO:
- (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 Proposal (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposal
 - (d) Contract – The contract awarded as a result of this RFO and all exhibits thereto. This RFO, any Addendum issued in conjunction with this RFO, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits
 - (e) Contractor – Respondent whose Proposal 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) Proposal – The response submitted by a vendor to TSU as a result of this solicitation.
 - (i) Respondent – Any person, firm or vendor who submits a Proposal in response to this solicitation.
 - (j) RFO – Request for Proposals, 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 Proposal, 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 Proposal, 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 Proposal 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 915-96.

1.8 BACKGROUND

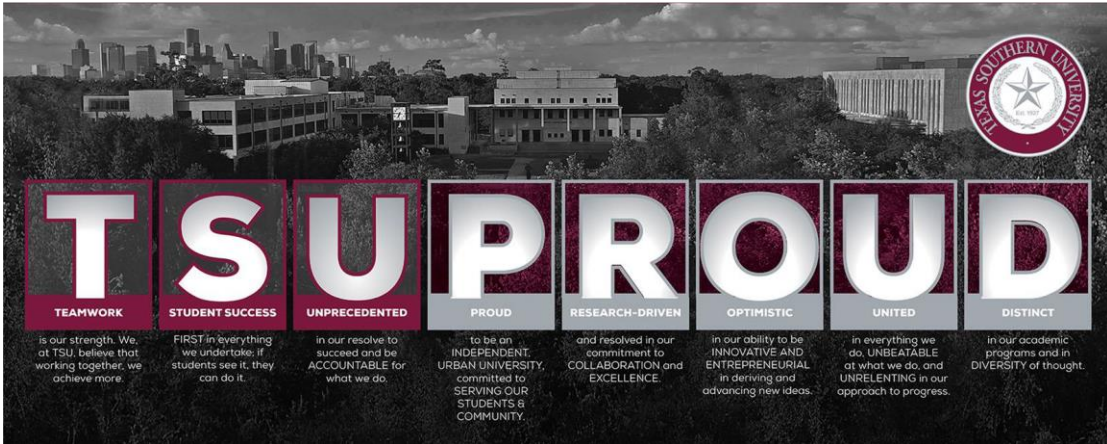
Texas Southern University (“TSU”) is an elite, Carnegie R2 Institution and proud to be the premiere producer of diversity for building a talent strong Texas. The Owner one of the largest Historically Black College/University (“HBCU”) in the nation and destined to become the first HBCU with the coveted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

Currently, Texas Southern University enrollment is approximately 8,000 students. The institution is currently finalizing a new strategic plan for the campus community. Preliminary strategies and goals contemplate the institution moving to 10,000 students by 2027 and 15,000 students in fall 2030.

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

Phase 1 – Website Redesign Discovery and Strategic Planning Services

1. Overview

Texas Southern University (TSU) seeks a qualified partner to provide comprehensive instructional design, development, and implementation services to support the creation of a portfolio of fully online and hybrid courses, including a custom Community Health Worker (CHW) program.

This engagement requires a vendor capable of delivering high-quality, scalable, and interactive course experiences developed directly within TSU’s Canvas Learning Management System (LMS). Courses will support undergraduate, graduate, and workforce-aligned programs and must reflect consistent design standards, accessibility compliance, and engaging learner experiences.

The CHW program is a key component of this scope and will be developed using TSU’s materials and standards, delivered in a **fully asynchronous format**, and designed to maximize learner engagement and completion through modern digital learning strategies.

2. Purpose and Objectives

The purpose of this solicitation is to identify a partner that can:

- Design and develop custom online and hybrid courses at scale
- Deliver a fully customized CHW program aligned to TSU standards
- Optionally provide a private-labeled, off-the-shelf CHW solution
- Ensure accessibility, quality assurance, and instructional consistency
- Enhance student engagement, retention, and completion outcomes
- Provide faculty enablement and operational support

3. Scope of Services

3.1 Instructional Design & Course Development (Online & Hybrid)

The vendor shall:

- Design and develop fully online and hybrid courses using a consistent module-based structure
- Build all courses **directly within TSU’s Canvas LMS**, adhering to institutional templates
- Ensure alignment to:
 - Learning outcomes

- Assessments and grading rubrics
- TSU academic and accreditation standards
- Support both:
 - Asynchronous delivery models (primary)
 - Hybrid/blended models with optional synchronous components

Courses must incorporate **active learning strategies**, including discussions, applied assignments, and interactive assessments.

3.2 Community Health Worker (CHW) Program Development (Custom Build)

The vendor shall design and develop a fully custom CHW program that:

- Uses TSU-provided materials and accreditation requirements
- Is delivered fully asynchronously in Canvas
- Applies a high-engagement learning model, including:
 - Short video segments (5–10 minutes)
 - Text recaps and reinforcement
 - Embedded self-checks and knowledge checks

The design must preserve accreditation constraints, including situations where source slides or materials must remain unchanged.

CHW Instructional Design & Canvas Build

- Develop courses natively in Canvas with consistent structure and navigation
- Align curriculum to TSU-designated standards (with documented alignment approach)
- Build:
 - Pre-tests and post-tests per module/course
 - Certification/CEU-aligned assessments
- Configure certificate workflows, including completion thresholds and triggers

3.3 Interactive E-Book & Multimedia Development (All Courses, Including CHW)

The vendor shall transform course content into interactive, multimedia-rich learning experiences, including:

- Development of interactive e-books integrating:
 - Slide decks
 - Documents
 - Multimedia assets
- Editing and integration of voice-over PowerPoint (VOPP)
- Video enhancement, including:
 - Segmenting long-form content into 5–10 minute chapters
 - Embedding text summaries and self-checks after each segment
- Development of interactive learning elements, such as:

- SCORM-based activities
- Branching scenarios
- Knowledge checks
- Integration of TSU-provided and licensed media assets
- Delivery of mobile-responsive, accessible courseware

3.4 Assessment & Evaluation

The vendor shall:

- Develop formative and summative assessments aligned to learning outcomes
- Build:
 - Quizzes, assignments, projects, and exams
 - Rubrics and gradebook configurations within Canvas
- Enable data-driven evaluation through LMS analytics
- Support course and program-level continuous improvement practices

3.5 Accessibility & Compliance

All courses must:

- Meet WCAG 2.1 AA standards and Section 508 requirements
- Incorporate universal design principles
- Include:
 - Captioned video and transcripts
 - Proper document structure and alt text
- Undergo formal accessibility QA

The vendor must be able to assign a CPACC-certified Accessibility Specialist to:

- Strengthen compliance and documentation
- Provide accessibility oversight throughout development

3.6 Technology & LMS Integration

- All development must occur natively within Canvas
- Ensure compatibility across:
 - Devices (desktop/mobile)
 - Operating systems
 - Major browsers
- Integrate interactive and multimedia elements seamlessly
- Support integration with TSU-approved tools and platforms

3.7 Program Administration & Support (Optional but Preferred)

The vendor may provide:

- Registration workflow and learner onboarding support
- Automated communications (e.g., reminders, engagement prompts)
- Help desk and technical support for students and faculty
- Reporting dashboards and analytics, including:
 - Enrollment
 - Progress
 - Completion rates

3.8 Off-the-Shelf CHW Program (Optional Alternative)

The vendor may also offer a **licensed CHW program** that can be customized for TSU:

Standards Alignment

- Align to C3 Council Roles & Competencies

Implementation & Branding

- Configure within Canvas
- Apply TSU private-label branding
- Provide training for TSU stakeholders

Enhancements

- Develop a TSU-specific module (e.g., Texas certification, research focus)
- Integrate TSU video content using the same engagement model

Support

- Provide ongoing:
 - Technical support
 - LMS maintenance
 - Reporting and analytics

4. Staffing and Resource Requirements

The vendor must provide a highly qualified and scalable team, including:

- Quality Matters (QM)-certified instructional designers
- Experienced project leadership with higher education expertise
- Access to extended development resources, including:
 - Editors
 - Subject Matter Experts (SMEs)
 - Articulate developers (Storyline/Rise)
 - Content developers and multimedia specialists

5. Faculty Enablement & Collaboration

The vendor shall provide a structured Faculty Enablement Model, including:

- Access to a Faculty Hub (or equivalent), providing:
 - Training resources
 - Instructional design guidance
 - Accessibility support materials
- Tools and processes that:
 - Streamline collaboration between faculty and development teams
 - Reduce review cycle friction
 - Improve efficiency and course turnaround time

6. Project Inputs (TSU Responsibilities)

TSU will provide:

- Course materials (PPTs, videos, documents)
- Accreditation and content constraints
- Assessment content (if available)
- Curriculum standards for alignment
- Program priorities and sequencing
- Target timeline for implementation

7. Vendor Qualifications

The vendor must demonstrate:

- Proven experience developing online and hybrid courses at scale
- Expertise in Canvas-native development
- Experience supporting Historically Black Colleges and Universities (HBCUs)
- Strong capabilities in:
 - Interactive course design
 - Accessibility compliance
 - Project management and QA
- Ability to deliver both:
 - Custom-built programs
 - Licensed/accelerated solutions

8. Timeline Expectations

The vendor must be capable of:

- Delivering courses within an 8–10 week development cycle
- Supporting parallel course builds
- Aligning delivery with TSU's academic and program launch timelines

9. Success Criteria

Success will be measured by:

- Delivery of high-quality, Canvas-ready courses
- Strong student engagement and completion outcomes
- Consistent, accessible learner experience
- Efficient faculty collaboration and reduced development cycles
- On-time delivery aligned to program goals

End of Section II

SECTION III

CRITERIA

3.1 CRITERIA

Respondents are expected to submit a Proposal that considers and is responsive to the terms and conditions, specifications, scope of services, requirements, etc.; as well as the evaluation criteria set out in this document. The criteria in which your response will be evaluated are as follows:

- Criterion 1 - Experience
- Criterion 2 - Qualifications
- Criterion 3 - Methodology and Approach
- Criterion 4 – References & Client Feedback
- Criterion 5 – Pricing & Delivery Schedule

3.2 CRITERION 1: Experience of the Firm

- 3.2.1 Provide a brief yet thorough description and history of your company; Details shall include a narrative of your experience in providing the Online Course and CHW Program Development Services as described in this RFO.
- 3.2.3 Has Proposer worked with the University in the past five (5) years? If “yes,” provide a brief description of work performed.
- 3.2.4 Provide details of any conditions that would adversely affect your performance:
 - 3.2.4.1 Provide details of all past or present litigation or claims filed against you.
 - 3.2.4.2 Indicate whether services will be provided in whole, or in part, by you. If certain services are to be provided by another firm/individual, indicate your business relationship with the associated firm/individual (joint venture, consultant agreement, etc.)
 - 3.2.4.3 Disclose whether proposer has ever had a contract terminated and if so, provide a detailed explanation of the contract and circumstances surrounding termination.

3.3 CRITERION 2: Qualifications

- 3.3.2 Provide names and resumes demonstrating the qualifications of personnel from Firm that will perform the Services described in this RFO. Include:
 - role in Firm;
 - role and responsibility for managing the project(s) with the University;
 - position in Firm;
 - education, experience and background, etc

3.4 CRITERION 3: Methodology of the Process

- 3.4.1 Provide detailed descriptions of the approach and methodology in providing the services required in the RFO. By reading the proposed

approach and methodology overview, Texas Southern University must be able to gain a comfortable grasp and clear understanding of the level of approach to be provided and the methods proposed to provide them. A detailed explanation shall be included to understand how the methods comply with **each item listed in Section II of this RFO**.

3.4.2 Capabilities and Capacity: Proposer shall clearly define its capability and capacity to perform the work identified in the Scope of Work of this RFO. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to Texas Southern University and/or that will be used in the delivery of the scope and how that will be of benefit in the delivery of approach to Texas Southern University.

3.4.3 Project Management:

- Describe your plan to maintain effective communication with TSU.
- Describe your dispute resolution management approach.

3.5 CRITERION 4: REFERENCES & CLIENT FEEDBACK

3.5.1 Provide a detailed list of clients (beginning with colleges and universities) where you provided similar services of the type, size and kind required in this RFO during the past five (5) years.

3.5.2 Provide references from three (3) customers from the past five (5) years for services that are similar in scope, size, and complexity to the services described in this RFO. These references should be able to speak specifically to your ability to provide the services described in this RFO. Provide the following information for each customer:

- Customer name and address;
- Contact name with email address and phone number;
- Time period in which work was performed;
- Short description of work performed

3.6 CRITERION 5 – PRICING AND DELIVERY SCHEDULE

3.6.1 Please thoroughly address all costs associated with your RFO response and with all deliverables and solutions you propose.

3.6.2 All costs should be detailed and itemized, as well as providing a “grand total” so that a score can be assigned. Include any associated travel expenditures.

3.6.3 All expected costs must be shown as you will not be able to bill the University for additional and/or hidden costs not directly addressed in your proposal response.

3.6.4 Indicate number of calendar days needed to commence the Services from the execution of the services agreement: _____ Calendar Days.

End of Section III

SECTION IV
PROPOSAL INFORMATION

4.1 SCHEDULE OF EVENTS

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

<u>EVENT</u>	<u>DATE</u>
Issue RFO (ESBD, TSU and GHBCB posting date)	April 14, 2026
Deadline for Submission of Questions	April 23, 2026
Deadline for Submission of Proposals	May 5, 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 RFO prior to submitting a Proposal. 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-PROPOSAL MEETING

There will not be a pre-Proposal meeting.

4.4 PROPOSAL REQUIREMENTS

4.4.1 Submissions of your Proposal: Respondents shall submit one (1) paper copy of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.

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 Proposals - 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: Criterion 3
- Tab 4: Criterion 4
- Tab 5: Criterion 5
- Tab 6: TSU Terms and Conditions
- Tab 7: Exhibit A: Execution of Offer
- Tab 9: Addenda

- 4.4.4 Cost of Preparation: TSU will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.
- 4.4.5 TSU will not consider any Proposal that bears a copyright. Proposals 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 Proposal 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 Proposal 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 Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal 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 Proposal 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 Proposal, 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) via email to Mr. Greg Williams at gregory.williams@tsu.edu by **12:00 noon Central on April 23, 2026**; the date listed as the deadline for submission of questions as specified in Section 5.1 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 RFO, other employees and representatives of TSU will not answer questions or otherwise discuss the contents of the RFO 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 RFO.
- 4.5.4 If Respondent takes any exceptions to any provisions of this RFO, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFO and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket exception' to this entire RFO. If any Respondent takes a blanket exception to this entire RFO or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

4.6 PROPOSAL SUBMISSION

- 4.6.1 All Proposals 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 Proposals should be placed in a separate envelope or package and correctly identified with the RFO number and submittal deadline/RFO opening date and time. It is Respondent's responsibility to appropriately mark and deliver their Proposal response to Greg Williams 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 Proposal responses will not be accepted.
- 4.6.4 Receipt of all addenda to this RFO should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.
- 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 PROPOSALS

Proposals 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 our Post Office nor our 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 the TSU Purchasing Office located in room 333 in Hannah Hall, our main administration building.**

4.8 PROPOSAL OPENING

- 4.8.1 Proposals 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 Proposals become the property of TSU after the RFO submittal deadline. The submitted Proposals and accompanying documentation will not be returned.
- 4.8.3 Proposals submitted shall constitute a Proposal for a period of ninety (90) days or until selection is made by TSU, whichever occurs earlier.

4.9 PROPOSAL EVALUATION AND AWARD

- 4.9.1 TSU shall award a contract to a Respondent whose Offer 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 Offers. 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 Proposal because TSU makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFO 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	25%
Criterion 2: Qualifications	20%
Criterion 3: Methodology & Approach	25%
Criterion 4: References & Client Feedback	10%
Criterion 5: Pricing & Delivery	20%

- 4.9.6 The evaluation committee will determine if Best and Final Proposal (BAFO) are necessary. Award of a contract may be made without a BAFO, so you are encouraged to submit your best Proposal 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

SECTION 5- EXECUTION OF OFFER AND ATTACHMENTS

5.1 EXECUTION OF OFFER:

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE OFFER. OFFERS 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, Offeror certifies that:

- 5.1.1 All statements and information prepared and submitted in the response to this RFO are current, complete, and accurate.
 - 5.1.2 Offeror 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.
 - 5.1.3 Neither Offeror nor the firm, corporation, partnership, or institution represented by Offeror or anyone acting for such firm, 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 RFO either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFO.
 - 5.1.4 When a Texas business address shown here on that address is, in fact, the legal business address of Offeror and Offeror qualifies as a Texas Resident Bidder under 1 TAC § 111.2.
- 5.2 Under Government Code § 669.003, relating to contracting with an executive of a state agency, Offeror 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 Proposal or any contract resulting from this RFO. If Offeror employs or has used the services of a former executive head of Texas Southern University or other state agency, then Offeror shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Offeror, and date of employment with Offeror.
- 5.3 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 Offerors/vendors with the Federal General Services Administration's System for Award Management (SAM), <http://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
- 5.4 Offeror 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 Offeror is in compliance with the State of Texas statutes and rules relating to procurement and that Offeror 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 <http://www.sam.gov>.
- 5.5 Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid 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 bid 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 bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

- 5.6 The Offeror must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; (iii) §2155.003, Gov't Code, which prohibits the chief clerk or any other employee of the TSU from having an interest in, or in any manner be connected with, a contract or bid for a purchase of goods or services by an agency of the state or accept from any person to whom a contract has been awarded anything of value or a promise, obligation, or contract for future reward or compensation.
- 5.7 Offerors must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (see 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. Offeror, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.
- 5.8 By signature hereon, Offeror certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Offeror and an employee of Owner, or Offeror has not been an employee of Owner within the immediate twelve (12) months prior to Offeror’s RFO response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Offeror.
- 5.9 By signature hereon, Offeror signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 5.10 By signature hereon, Offeror agrees to complete a Cybersecurity Training Program. Pursuant to Section 2054.5192, *Texas Government Code*, Offeror and its subcontractors, officers, and employees, who are provided credentials granting access to Owner’s computer system also known as Owner’s information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Owner. The cybersecurity training program must be completed during the term and any renewal period of this Agreement. Respondent shall verify in writing completion of the program to the Owner within the first thirty (30) calendar days of the term and any renewal period of the Agreement. Failure to comply with the requirements of this section are grounds for termination for cause of the Agreement.
- 5.11 By signature hereon, Offeror agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Offeror’s Offer, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

- 5.12 By signature hereon, Offeror certifies that no member of the Board of Regents of the Texas Southern University, or the executive officer's of the Owner has a financial interest, directly or indirectly, in the transaction that is the subject of the contract, and that no member of the Board of Regents has a "substantial interest" (as that term is defined in Section 51.923 of the *Texas Education Code*) in the Respondent.
- 5.13 Pursuant to Chapter 2274, *Texas Government Code*, Offeror certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
- 5.14 Pursuant to Chapter 2274, *Texas Government Code*, Offeror certifies that it does not boycott energy companies as defined in Section 809.001(1)(a), *Texas Government Code*, (i.e., fossil fuel companies); and will not boycott energy companies during the term of the Agreement.
- 5.15 Offeror certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery, on entry to, to gain access to, or to receive service from the Offeror 's business. Respondent acknowledges that such a vaccine or recovery requirement would make Offeror ineligible for a state-funded contract.
- 5.16 Pursuant to Section 2274.0102, *Texas Government Code*, Offeror certifies that neither it nor its parent company, nor any affiliate of Offeror is majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103, *Texas Government Code*, or headquartered in any of those countries.
- 5.17 Pursuant to Section 2155.004, *Texas Government Code*, Offeror certifies that the individual or business entity named in this bid 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.
- 5.18 Pursuant to Section 2270.002, *Texas Government Code*, Offeror certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Offeror shall state any facts that make it exempt from the boycott certification in its Response.

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

Submitted and Certified By:

(Respondent - Company Name)

(Street Address)

(Name Type/Printed)

(Cit, State, Zip Code)

(Title)

(Telephone Number)

(Authorized Signature)

(Email Address) required for RFO Notification

(Date)

(Tax Identification Number)

HOUSE BILL 1295 (CERTIFICATE OF INTERESTED PARTIES)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Complete filing instructions are included in this bid, in which this form must be submitted. The link to the form can be located at the following link: <https://www.ethics.state.tx.us/filinginfo/1295/>.

End of the solicitation