



**TSU**

TEXAS SOUTHERN UNIVERSITY

**REQUEST FOR PROPOSALS**

**LICENSING AND TRADEMARK  
AUDIT & IMPLEMENTATION  
SUPPORT**

**RFP # 717-26-744**

**DEADLINE FOR SUBMITTAL:**

**1:00 p.m., Central Standard Time, Wednesday, April 29, 2026**

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

Texas Southern University  
**PROCUREMENT SERVICES**

Attn: Greg Williams  
3100 Cleburne Street  
**Mack O. Hannah Hall, Suite  
333**  
Houston, Texas 77004 - 4598

## **GENERAL INFORMATION**

- 1.1 SCOPE. The State of Texas, by and through Texas Southern University (TSU), seeks sealed Proposals to establish a contract with a qualified firm that can provide Licensing and Trademark Audit & Implementation Support, in accordance with the specifications and requirements contained in this Request for Proposal (RFP).
- 1.2 CONTRACT TERM. To be determined by the RFP response.
- 1.3 DEFINITIONS. The following is a list of generic definitions to be used only if the terms appear in the RFP:
- (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 RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, 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) RFP – 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 961-49, 946-20, 918-21.

#### 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.

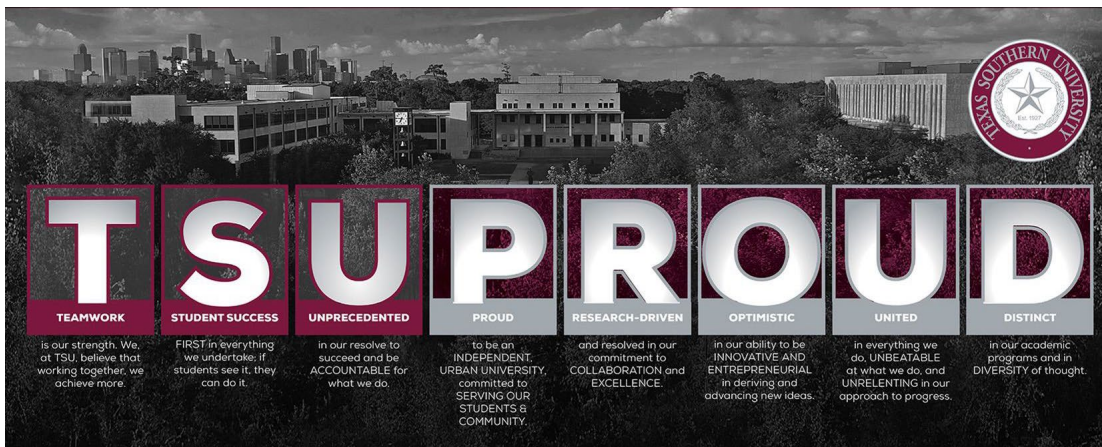
Since its founding in 1927, TSU has evolved from its origins as a small junior college into an elite, nationally competitive, Texas Southern is proud to be one of 11 HBCU's designated as a Doctoral University of High Research Activity (R2) by The Carnegie Classification of Institutions of Higher Education. 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’s 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

#### LICENSING AND TRADEMARK AUDIT & IMPLEMENTATION SUPPORT

##### 1. Project Background

Texas Southern University maintains a broad portfolio of brand assets, including institutional names, logos, marks, and visual identifiers used across academic units, administrative departments, athletics, and external partnerships.

A recent internal legal review conducted by the Office of General Counsel identified gaps in the University's trademark portfolio, including:

- Lapsed or previously denied trademark applications
- Pending federal registrations for core institutional marks
- Inconsistent protection and enforcement of intellectual property rights
- Increased risk related to unauthorized third-party use of University branding

At the same time, Texas Southern's brand environment includes a wide range of logos and identifiers governed by evolving brand standards, resulting in opportunities to improve consistency, control, and compliance.

To address these challenges, the University seeks a qualified firm to conduct a comprehensive licensing and trademark audit and provide actionable recommendations, along with implementation support to strengthen trademark protection, licensing strategy, and brand governance.

##### 2. Objective

The objective of this engagement is to:

- Assess the University's current trademark and licensing landscape
- Identify risks, gaps, and opportunities for improved protection and revenue generation
- Develop a comprehensive trademark and licensing strategy
- Support the University in implementing recommended actions, including processes, policies, and systems

##### 3. Scope of Services

The selected Respondent shall provide professional services that include, at a minimum, the following:

###### 3.1 Trademark and Licensing Audit

The Respondent shall conduct a comprehensive review of Texas Southern's intellectual property portfolio. Activities shall include:

- 3.1.1 Inventory of all existing trademarks, service marks, wordmarks, logos, and brand assets (registered, pending, and unregistered)
- 3.1.2 Review of current USPTO filings, statuses, and classifications

- 3.1.3 Identification of gaps in trademark protection (e.g., missing classes, unregistered marks, geographic limitations)
- 3.1.4 Assessment of current licensing program (if any), including agreements, royalty structures, and vendor participation
- 3.1.5 Benchmarking against peer institutions and industry best practices

### 3.2 Risk Assessment and Legal Alignment

The Respondent shall evaluate risks and align recommendations with legal priorities.

Activities shall include:

- 3.2.1 Identification of infringement risks and unauthorized use of Texas Southern University marks.
- 3.2.2 Evaluation of current enforcement practices and cease-and-desist processes
- 3.2.3 Coordination framework with the Office of General Counsel
- 3.2.4 Recommendations for strengthening trademark protection and enforcement protocols

### 3.3 Brand and Asset Alignment

The Respondent shall assess how trademark strategy aligns with institutional branding.

Activities shall include:

- 3.1.1 Evaluation of how existing marks are used across digital, print, merchandise, and partnerships
- 3.1.2 Identification of inconsistencies between brand standards and actual usage
- 3.1.3 Recommendations for rationalizing and prioritizing marks for protection and licensing
- 3.1.4 Guidance on proper use of trademarks within the University's brand architecture

### 3.4 Licensing Program Development

The Respondent shall develop or enhance a comprehensive licensing program.

Activities shall include:

- 3.4.1 Design of a structured licensing program, including categories (e.g., merchandise, partnerships, internal use)
- 3.4.2 Recommendations for licensing policies, procedures, and governance
- 3.4.3 Development of standard licensing agreement templates
- 3.4.4 Royalty structure recommendations and revenue optimization strategies
- 3.4.5 Identification of potential licensing partners and categories for growth

### 3.5 Trademark Strategy and Filing Roadmap

The Respondent shall provide a clear roadmap for trademark registration and protection.

Activities shall include:

- 3.5.1 Prioritized list of marks for registration or re-registration
- 3.5.2 Recommended filing strategy (classes, jurisdictions, timing)
- 3.5.3 Guidance on documentation and evidence required for filings
- 3.5.4 Coordination recommendations between University stakeholders and legal counsel

### 3.6 Implementation Support

The Respondent shall assist the University in executing recommended strategies.

Activities shall include:

- 3.6.1 Development of implementation plan with timelines and milestones

- 3.6.2 Support in preparing materials for trademark filings
- 3.6.3 Assistance with establishing internal workflows and approval processes
- 3.6.4 Training for University stakeholders on licensing and trademark compliance
- 3.6.5 Ongoing advisory support during initial implementation phase

#### **4. Deliverables**

At a minimum, the Respondent shall provide the following deliverables:

- 4.1 Trademark and Licensing Audit Report
- 4.2 Risk Assessment and Legal Alignment Summary
- 4.3 Trademark Portfolio Strategy and Filing Roadmap
- 4.4 Licensing Program Framework and Policy Guide
- 4.5 Standard Licensing Agreement Templates
- 4.6 Implementation Plan and Timeline
- 4.7 Stakeholder Training Materials and Sessions

#### **5. Presentation of Findings**

The Respondent shall present findings, recommendations, and implementation strategies to University leadership and designated stakeholders. The presentation shall include:

- 5.1 Executive summary of key risks and opportunities
- 5.2 Prioritized action plan
- 5.3 Implementation considerations and resource requirements

#### **6. Expected Outcome**

The outcome of this engagement shall include:

- 6.1 A clearly defined and legally sound trademark portfolio
- 6.2 Strengthened protection and enforcement of University intellectual property
- 6.3 A structured and scalable licensing program
- 6.4 Improved brand consistency and governance
- 6.5 Increased potential for licensing revenue and brand extension
- 6.6 Enhanced coordination between marketing, procurement, and legal functions

#### **7. Project Timeline**

The Respondent shall propose a project timeline that includes:

- 7.1 Audit and discovery phase
- 7.2 Strategy and recommendation development
- 7.3 Presentation of findings
- 7.4 Implementation planning and initial execution support

The University anticipates a phased approach over approximately 2-6 months.

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:
  - 3.2.1.1 Conducting trademark and licensing audits for higher education institutions or similarly complex organizations,
  - 3.2.1.2 Working in coordination with legal counsel and regulatory frameworks (e.g., USPTO processes)
  - 3.2.1.3 Implementing recommendations, not solely provide advisory services.
- 3.2.2 Provide examples of successful licensing program development or revenue generation strategies.
- 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 RFP. 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 RFP. 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 RFP**.
- 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 RFP. 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 collegiate licensing programs and trademark strategy of the type, size and kind required in this RFP 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 RFP. These references should be able to speak specifically to your ability to provide the services described in this RFP. 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 RFP 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 RFP will proceed according to the following schedule:

<u>EVENT</u>	<u>DATE</u>
Issue RFP (ESBD, TSU and GHBCB posting date)	April 15, 2026
Deadline for Submission of Questions	April 22, 2026
Deadline for Submission of Proposals	April 29, 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 RFP 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 22, 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 RFP, other employees and representatives of TSU will not answer questions or otherwise discuss the contents of the RFP 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 RFP.

4.5.4 If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket exception' to this entire RFP. If any Respondent takes a blanket exception to this entire RFP 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 RFP number and submittal deadline/RFP 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 RFP 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 RFP 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 RFP 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	15%
Criterion 3: Methodology & Approach	25%
Criterion 4: References & Client Feedback	15%

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 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, Offeror certifies that:**

- 5.1.1 All statements and information prepared and submitted in the response to this RFP 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 RFP either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.
- 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 RFP. 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 RFP 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 Qualifications, 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 Qualification is authorized to sign this document on behalf of Offeror and to bind Offeror under any future contract resulting from this RFP.

Submitted and Certified By:

_____	_____
<i>(Respondent - Company Name)</i>	<i>(Street Address)</i>
_____	_____
<i>(Name Type/Printed)</i>	<i>(Cit, State, Zip Code)</i>
_____	_____
<i>(Title)</i>	<i>(Telephone Number)</i>
_____	_____
<i>(Authorized Signature)</i>	<i>(Email Address) required for RFP Notification</i>
_____	_____
<i>(Date)</i>	<i>(Tax Identification Number)</i>

End of Section 5

## **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