



Procurement Services - Purchasing

Request for Proposal

for

Event Ticketing System

RFP # 717-23-716

**Your proposal response must be in the Purchasing Office no later than
11:00 a.m. Central time, on Tuesday, January 31, 2023**

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

Proposals must be received prior to the deadline at this address, and clearly marked:

TSU Purchasing Department
3100 Cleburne Street
Hannah Hall, suite 333
Houston, TX 77004
RFP # 717-23-716
Attn: Sceffers Ward

SECTION I

GENERAL

1.1 SCOPE

The State of Texas, by and through Texas Southern University (TSU), seeks competitive sealed proposals to qualified firms to provide a Ticketing System, in accordance with the specifications contained in this Request for Proposal (RFP).

1.2 CONTRACT TERM.

The term for a contract awarded from this solicitation will be three (3) years beginning the date of contract execution, with renewal options of two (2) one-year time periods subject to the termination provisions contained in any resulting contract as further described in the Terms and Conditions section of this solicitation.

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 Offer (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposal
- (d) Contract – The contract awarded because 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 <https://www.txsmartbuy.com/esbd>
- (g) Gov't Code – Texas Government Code.
- (h) Proposal – The response submitted by a vendor to TSU because of this solicitation.
- (I) Respondent – Any person 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 continue during the term of the contract and shall survive until the end of the recordkeeping requirement in Section II. 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 (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. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

Respondent must identify each employee who works for more than one staffing company at any facility and ensure that the employee's cumulative weekly hours worked at all state facilities through anyone staffing company does not exceed 40 hours per week.

1.5 RECORDS RETENTION

The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of three (3) 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 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 codes for this solicitation is 860-00 and 917-28.

1.8 TERMINATION FOR CONVENIENCE

The University, by written notice to the Contractor, may terminate the Contract in whole or in part when the University determines in its sole discretion that it is in the University's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

1.9 NON-APPROPRIATION OF FUNDS

Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TSU, either in whole or in part, subject to the availability of state funds. TSU is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TSU becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TSU's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TSU will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TSU will not be required to give prior notice.

1.10 FORCE MAJEURE

Neither bidder nor TSU shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this solicitation caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform

the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.11 INDEMNIFICATION

BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TSU, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS SOLICITATION. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TSU. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TSU FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TSU OR ITS EMPLOYEES.

1.12 TEXAS PUBLIC INFORMATION ACT

Notwithstanding any provisions of this solicitation to the contrary, bidder understands that TSU will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TSU any third-party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this solicitation. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

1.13 PROTEST PROCEDURES

Any actual or prospective bidder who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in Texas Southern University Manual of Administrative Policies and Procedures (MAPP) # 03.02.03.

End of Section I

SECTION II

STATEMENT OF WORK / SPECIFICATIONS

2.1 SCOPE OF SERVICES.

The scope of services covered by this solicitation is soliciting the services of a qualified vendor to provide selling and processing tickets to TSU Athletics. TSU seeks to engage a qualified vendor in accordance with the Scope of Work specified in this Request for Proposal (RFP). Through this process the University desires to obtain the best value agreement for the University.

2.2 BACKGROUND

Texas Southern University possesses an impressive array of more than 100 undergraduate and graduate programs and concentrations, a diverse faculty, 80-plus student organizations, and an extensive alumni network comprised of educators, entrepreneurs, public servants, lawyers, pilots, artists, and more, many of whom are change agents on the local, national, and international stage. Nestled upon a sprawling 150-acre campus, Texas Southern University is one of the nation's largest historically black universities.

Our academic curriculum is organized into ten colleges and schools that continue to serve as cornerstones for developing the greatest potential in leaders from various socio-economic, cultural, and ethnic backgrounds. Some of TSU's well-known graduates include the late U.S. Congresswoman Barbara Jordan and U.S. Congressman George "Mickey" Leland.

Texas Southern University is heralded as a pioneer and has distinguished itself by producing a significant number of African American students who have obtained post-secondary and advanced degrees. The university's enrollment has grown from 2,303 students to more than 7500+ undergraduate and graduate students from across the world. Although initially established to educate African Americans, Texas Southern University has become one of the most diverse institutions in Texas.

Facts:

President: Dr. Lesia L. Crumpton-Young

Founded: 1927

Location: Houston, Texas

Enrollment: 7,500+

Colleges & Schools: 10

Mascot: Tigers

Colors: Maroon and Gray

2.3 Statement of Work

TSU seeks to establish a contract for a ticketing provider as listed in the specifications. TSU FY 2022 ticket sales \$102,361

TICKETING SYSTEM

Selling and processing tickets to Athletics events is a vital part of the educational experience at TSU. The ticketing system needs to be able to accomplish the following tasks:

- Online ticket sales
- In-person ticket sales
- Provide landing page for online ticket sales
- Ability to capture customer information that includes name, mailing address, email address
- Ability to download all customer data into Excel (or similar data file)
- Ability to send update emails to customer through ticketing system
- Ability to use e-ticketing
- Ability to use mobile ticket scanning
- Process payment, accepts MasterCard, VISA, Discover, American Express
- Customer receives a purchase confirmation email – customizable
- Technical support
- Ability to create season packages
- Ability to look up orders
- Ability to print tickets in the box office
- Ability to sell both general admission and reserved seating tickets
- Manage and track sales with real time reporting and analytics from any device
- Ability to provide complimentary tickets at no cost

2.4 Requirements

The Vendor must respond to this RFP document by submitting all data required herein for their proposal response to be considered for award. Failure to submit such data may be deemed sufficient cause for disqualification from further consideration.

Proposal responses should be as thorough and detailed as possible so that Truman may properly evaluate the Vendor's capabilities to provide the required services.

Experience, reliability, and economic stability of the Vendor's are considered in the evaluation process. Therefore, the Vendor is advised to submit any information that documents successful and reliable past performance, especially those performances related to the requirements of the RFP document. The following items will be specifically addressed in the submission and must reference the item number:

1. Vendors shall present evidence that they have been engaged in successfully providing ticketing services as listed in this RFP. Furthermore, all Vendors responding to this RFP should have experience of providing these services to not less than fifty (50) venues within the past two (2) calendar years.
2. Referenced venues must include the following information regarding each contract:
 - Name of Venue
 - Address
 - Contact Person's Name
 - Telephone Number
 - Email address of Contact Person
 - Number of tickets processed and receipted
 - Date of performance
 - Sample of ticketing process
3. The University shall not be held responsible in any way for payment of collection of funds for any tickets processed.
4. The Vendor shall list the amount of time between receipt of order and delivery of ticket.
5. The selected Vendor shall guarantee an unconditional refund for the tickets when so requested by the purchaser.
6. The vendor will be required to provide a written narrative that demonstrates the method or way they propose to satisfy the requirements of the work. A step-by-step description of tasks or events that are proposed to accomplish the scope of this project must also be provided. The vendor must identify any additional resources required of the University not previously outlined in this RFP.
7. All copies and contents thereof of any proposal, attachment, and explanation thereto submitted in response to this Request for Proposal, except copyright material, shall become the property of Truman. All copyright material must be clearly marked.

2.5 Evaluation Criterion

Criteria 1: Experience and Qualification of the Vendor with References

Criteria 2: Reliability of Personnel

Criteria 3: Ease of Use

Criteria 4: Cost

Criteria 1: EXPERIENCE and Qualification of the Vendor with References

1. The Vendor shall provide a general statement of experience, which shall include a verifiable statement and description of the Vendor's experience in providing ticketing services specialty Athletics sporting events. The statement also shall provide a list of current client accounts which are in the United States. TSU may give preference to vendors with experience providing services to customers that are of similar size and scope as TSU. Client account information shall include contact name, address, phone number, length of service, and dollar volume of each account.
2. Ability of Vendor's organization to meet the ticketing system needs of the University.
3. List primary officers and support staff of your organization.
4. Provide a chart of the company's organization structure
5. Number of years' experience in providing ticketing system service. At least five (5) years of experience is required.
6. Provide at least three (3) verifiable customer references (preferably in higher education of equal size and scope): including company name, address, phone number, email, website, and contact person's name and title, as well as number of years servicing this customer.

Criteria 2: Reliability of Personnel

1. Provide evidence of the vendors' capacity to provide the service and support outlined.
2. Describe your company's ability to provide coverage and support at TSU Athletics system wide. Provide current information about the company's location of service units that would service the account.
3. Provide the type of support offered during peak and non-peak operating hours

Criteria 3: Ease of Use

1. Describe the software functionality and its capacity
2. It is user friendly?

Criteria 4: Cost

1. The vendor shall provide the University a price list for tickets and processing tickets and donations.
2. Vendors shall also provide any compensation or commissions being included as part of the proposal package.

3. The vendor must outline in their proposal response fees to perform the services as required in this RFP

End of Section II

SECTION III

PROPOSAL INFORMATION

3.1 SCHEDULE OF EVENTS.

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

<u>EVENT</u>	<u>DATE</u>
Issue RFP / ESBG Posting Date	January 2, 2023
Deadline for Submission of Questions	January 06, 2023
Response to Questions	January 12, 2023
Deadline for Submission of Proposals	January 31, 2022

3.2 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).

3.3 SITE VISIT/PRE-PROPOSAL CONFERENCE.

NOT APPLICABLE

3.4 PROPOSAL REQUIREMENTS.

- (a) Submissions: Respondents shall submit one (1) paper original and one (1) paper copies 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. **Please submit a flash drive version (Word) as well.** Please ensure that the entire bid response is on the flash drive as this will be the official version of your bid response and will be the only copy, we keep on file.

Format of Proposals - Firms will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:

- Introduction Letter (2 pages maximum)
- Table of Contents
- Tab 1: Criteria 1
- Tab 2: Criteria 2
- Tab 3: Criteria 3
- Tab 4: Criteria 4
- Tab 5: Exhibit A - HUB Plan
- Tab 6: Exhibit B - Execution of Offer

- (b) 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.

3.5 INQUIRIES.

- (a) All inquiries shall be submitted in writing (in Word format) via email to Mr. Sceffers Ward at wardsv@tsu.edu by **12:00 noon Central time on Friday, January 06, 2023**; the date listed as the deadline for submission of questions as specified in Section 3.1 above.
- (b) All inquiries will result in written responses with copies posted to the Electronic State Business Daily, available at <https://www.txsmartbuy.com/esbd> and to 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.
- (c) 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.
- (d) 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.

3.6 PROPOSAL SUBMISSION.

- (a) 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.
- (b) 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 the Respondent's responsibility to appropriately mark and deliver the Proposal to Mr. Sceffers Ward by the specified date. A United States 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 receipt confirmation WILL NOT be accepted.
- (c) Telephone, email, and facsimile Proposals will not be accepted.
- (d) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

3.7 POINT-OF-CONTACT:

The Owner designates the following person, as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.

Mr. Sceffers Ward
Buyer
TSU Purchasing
Email: sceffers.ward@tsu.edu
Email: procurement@tsu.edu

3.8 DELIVERY OF PROPOSALS.

Proposals packets are commonly submitted to TSU by one of the following methods: (1) U.S. Postal Service overnight, (2) Fed Ex overnight / Express Mail, and/or (3) Hand Deliver (recommended). Regardless of how you deliver your proposals response please note:

Due to the Coronavirus (COVID-19) pandemic there will be some amendments in the delivery of all responses that are in progress. All Respondents are to deliver their submittals to the Texas Southern University Post-Office. You may find the exact location for the Post Office (Bldg. #106_PO) on the campus map.

<http://www.tsu.edu/about/campus/pdf/tsu-campus-map.pdf>

TSU Post Office, 3100 Cleburne St, Houston, TX 77004

****Please instruct your courier NOT to go to the Warehouse nor Central Receiving as this could delay delivery and could ultimately result in your response being late and rejected. Due to the current pandemic, all solicitation responses must be delivered to TSU's Post Office.**

3.9 PROPOSAL OPENING.

Proposals will be opened at the office of the attending buyer in their office or nearby conference room, whichever is most appropriate. (“TSU is practicing social distancing, submittals will be opened, but there will NOT be a public opening.”)

- (a) All submitted Proposals become the property of TSU after the RFP submittal deadline. The submitted Proposals and accompanying documentation will not be returned.
- (b) Proposals submitted shall constitute an offer for a period of one hundred twenty (120) days or until selection is made by TSU, whichever occurs earlier.

3.10 PROPOSAL EVALUATION AND AWARD.

- a) TSU shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas and Texas Southern University, as defined by Texas Government Code, Section 2155.074.
- b) Owner’s Reservation of Rights. Owner reserves the right to reject any or all Proposals at any point during this selection process, and to abandon or postpone – temporarily or permanently – the Project at any time. Further, Owner reserves the right to re-post an RFP for this Project if Owner determines such action will further and/or protect its interests. Owner reserves the option to conduct additional selection steps to further establish a Respondent’s Proposals. Additional steps may include, but not necessarily be limited to scheduled visits to the Respondent’s offices or to representative projects, and written requests for supplemental information.
- c) A committee will be established to evaluate the Proposals. The committee will include employees of TSU, and other persons invited by TSU to participate.
- d) 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.
- e) 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.
- f) The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

<u>Criteria</u>	<u>Weight</u>
Criteria 1: Experience and Qualification	25%
Criteria 2: Reliability of Personnel	25%
Criteria 3: Ease of Use	30%
Criteria 4: Cost	20%

- g) The evaluation committee will determine if Best and Final Offers (BAFO) are necessary. Award of a contract may be made without a BAFO. TSU may, at its discretion, elect to have Respondent to provide oral presentations and respond to inquiries from the evaluation committee related to

their Proposals. A request for a BAFO is at the sole discretion of TSU and if requested, will be extended in writing.

3.11 EVALUATION OF PROPOSAL:

The evaluation of the Proposals shall in part be based on the Respondent's actual criteria and other requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.

3.12 HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:

**** A State of Texas HUB plan is required for this solicitation.**

It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Owner has adopted its Policy on Utilization of Historically Underutilized Businesses, a copy of which is attached hereto and will be included as an Exhibit to the Agreement. The Policy applies to all contracts with an expected value of \$100,000 or more. If Owner determines those subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Proposal. Failure to submit a required HUB Subcontracting Plan will result in the rejection of the Proposal.

3.12.1 STATEMENT OF PROBABILITY Owner has determined that subcontracting opportunities are probable in connection with this solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the Respondent's Proposal. Respondent shall develop and administer a HSP as a part of the Respondent's Proposal in accordance with the Owner's Policy on Utilization of Historically Underutilized Businesses (HUB).

3.12.2 Respondent's HUB Subcontracting Plans must be attached separately in a sealed envelope clearly labeled "HUB Subcontracting Plan" and must have the name of the project and the bid number clearly marked on the outside of the sealed envelope.

3.12.3 Refer to Policy on Utilization of Historically Underutilized Business for a detailed list of attachments required with the HSP available at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

3.12.4 HUB SUBCONTRACTING GOAL: The HUB Subcontracting Goal for this Project is Twenty-six (26.0) percent. Respondents are expected to make a good faith effort to meet this goal.

3.13 RESERVATION OF RIGHTS:

The University may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The University reserves the right to divide into multiple parts, to reject all Proposals and re-solicit for new Proposals, or to reject all Proposals and temporarily or permanently abandon the Project. University makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

3.14 ACCEPTANCE OF EVALUATION METHODOLOGY:

By submitting its Proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of the “best value” firm will require subjective judgments by the University. Further, respondents accept there are unknowns regarding the organizational change management delivery method and the owner has supplied sufficient project information to submit a responsive RFP response.

3.15 NO REIMBURSEMENT FOR COSTS:

Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFP shall be at the sole risk and responsibility of the respondent.

3.16 VENDOR PERFORMANCE:

In accordance with Texas Government Code, 2155.074 and 2155.75, vendor performance may be used as a disqualification factor in the award. Vendor performance information on the Controller of Public Accounts website may be accessed at:

http://www.window.state.tx.us/procurement/prog/vendor_performance/.

TSU may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TSU may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of Contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, TSU may initiate such examinations of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of TSU, and any negative findings, as determined by TSU, may result in non-award to the Respondent.

3.17 COMPLIANCE WITH LAW:

Respondent is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991, Texas Southern University Policies, and all laws and regulations and executive orders as are applicable.

End of Section III

EXHIBIT A

HUB Plan

Insert your completed and signed HUB Plan

EXHIBIT B

EXECUTION OF PROPOSAL

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE PROPOSAL. PROPOSALS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE PROPOSAL 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 RFP 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 firm, corporation, partnership, or institution represented by Respondent 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 Proposal 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.

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 Texas Administrative Code, Title 34, Part 1, Chapter 20.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, under Section 2155.004, Government Code, the vendor/respondent 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.

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.

Any Proposal submitted under this RFP shall contain the names and social security numbers of person or entity holding at least a twenty-five percent (25%) ownership interest in the business entity submitting the Proposal.

Name: _____
Social Security Number: _____
Name: _____
Social Security Number: _____
Name: _____
Social Security Number: _____

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 TSU) or any other state agency was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of TSU 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.

TSU 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 Excluded Parties List System (EPLS), <http://www.epls.gov>, 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 <http://www.epls.gov>.

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.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or an 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.

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 and/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 paving material
- ☐ 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
- ☐ Foods of Higher Nutritional Value

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

RESPONDENT (COMPANY): _____

YOUR SIGNATURE (INK): _____

YOUR NAME (TYPED/PRINTED): _____

YOUR TITLE: _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

End of Exhibit B

Product Pricing, Commission and Incentives

End of the solicitation