



Procurement Services - Purchasing

Request for Proposals

for

Radio and Video Broadcast Studio and Production Room Installation and Integration Services

RFP # 717-22-731

Your Proposal response must be in the Purchasing Office no later than

11:00 a.m. Central time, on Wednesday, March 09, 2022

(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:

Texas Southern University
Purchasing Department
3100 Cleburne Street
Hannah Hall, suite 333
Houston, TX 77004
RFP # 717-22-731

RFP Title: Radio and Video Broadcast Studio and Production Room
Installation and Integration Services
Attn: Sceffers Ward

SECTION I

GENERAL INFORMATION

1.1 SCOPE.

Texas Southern University Radio Station KTSU 90.9FM and Video Studio is updating its Broadcast Studios, Production Rooms, and Master Control Rooms with current professional quality broadcasting audio and video equipment and technology. KTSU is looking for a partner(s) to provide professional installation and integration services for this effort by in accordance with the specifications and requirements contained in this Request for Proposals (RFP).

1.2 VISION

KTSU vision is to develop an A/V platform, Video Distribution, Editing Suites and audio broadcast that will become a state-of-the-art Professional and Learning Studio dedicated to enhance and produce broadcast quality content; as well as enable key digital A/V, broadcast, and IT capabilities across the spectrum of use cases with a consistent approach and common components and management solutions.

To meet this need, the system must contain a significant amount of modularity, meaning that the platform should support a variety of configurations so that common capabilities can be provided to classrooms and labs which have varying layouts and subtle differences in needs.

KTSU professional training labs will serve as the hub and framework for innovative communication through in-person training on campus and online delivery to meet social distancing and COVID safe learning protocols. The facility will also be able to create content to disseminate to our students, faculty, staff, and community.

This initiative will require technology upgrades and the acquisition of furnishings, software, software support services, equipment, and supplies pertinent to high quality training, ensuring meaningful learning, student engagement as well as health and safety of faculty, staff, students, and other participant groups.

This content will be delivered, from the KTSU Recording Studio and Radio Station, over ethernet to streaming platforms, VOD (Video on Demand) services, regional sports networks, local TV stations, as well as distance learning for hybrid or remote instruction. All utilizing the fiber network across campus and the network developed for the KTSU.

1.3 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 socioeconomic, 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 9,700 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: 9,700

Undergraduate Tuition and Fees for Texas Residents: \$7,500 annually

Employees: 1,400 staff and faculty

Registered Student Organizations: 80+

Colleges & Schools: 10

Mascot: Tigers

Colors: Maroon and Gray

Mission:

Texas Southern University is a student-centered comprehensive doctoral University committed to ensuring equality, offering innovative programs that are responsive to its urban setting, and transforming diverse students into lifelong learners, engaged citizens, and creative leaders in their local, national, and global communities.

Vision:

Texas Southern University will become one of the nation's pre-eminent comprehensive metropolitan universities. We will be recognized by the excellence of our programs, the quality of our instruction, our innovative research, and our desire to be a contributing partner to our community, state, nation, and world.

Values:

We are all part of the same team, working together to promote the mission, vision and goals of this University.

- Excellence
- Student Centered
- Engaged
- Creative
- Collaborative
- Inclusive
- Efficient

1.4 PROCESS

This RFP provides the information necessary to prepare and submit proposals including the statement of work and criteria. The University will rank the Proposals in the order that they provide the "best value" for the University based on the published selection criteria and on the ranking evaluations. The up to the three (3) highest ranked firms may be invited to provide an oral presentation to the evaluation committee. The oral presentations will be evaluated by the same evaluation committee members. The scores from the RFP and oral presentations will be combined for a total score and final ranking. Thereafter, the evaluation committee will provide its total scores and final rankings to the University in which a final award will be decided upon.

1.5 CONTRACT TERM

The services requested shall be provided on an as needed basis for a period of one (1) years. The contract may be extended in writing prior to the expiration date of the initial term.

1.6 ISSUING OFFICE

Texas Southern University
Procurement Services - Purchasing
Hannah Hall, suite 333
3100 Cleburne Street
Houston, TX 77004
Attn: Mr. Sceffers Ward

1.7 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://www.txsmartbuy.com/esbd>
- (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.

1.8 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.

1.9 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 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.

1.10 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.

1.11 COMMODITY CODE

The NIGP / State of Texas commodity code for this solicitation 726-00, 915-14, 840-20, 803-82.

End of Section I

SECTION II

SCOPE OF WORK

It is the intent of Texas Southern University (TSU) to contract with a partner(s) to provide professional installation and integration services for this effort by an accordance with the specifications and requirements contained in this Request for Proposals (RFP).

2.1 KTSU VIDEO AND RADIO BROADCAST STUDIOS

Texas Southern University Radio Station KTSU 90.9FM and Video Studio is updating its Broadcast Studios, Production Rooms, and Master Control Rooms with current professional quality broadcasting audio and video equipment and technology.

2.1.1 Scope of Services to be Performed:

These elements will be used to produce content, instructional material, and related news and public informative content for KTSU, University and the community we serve.

There will need to be a Fiber Optic network which connects the current studios and labs within KTSU Recording Studio and Radio Station. This will include wiring between each building and integration with the video control room.

A. KTSU Video Production Studio:

1. KTSU projects include AV design and engineering of systems and integration for the following:

A. KTSU Recording Studio Building

- Room 144, Recording Studio
- Room 144B, ISO Booth 1
- Room 144C, ISO Booth 2
- Room 144D, ISO Booth 3

B. KTSU Radio Station Building

- Room 102a, Social Media Studio
- Room 121, Talk Studio
- Room 122, The Vibe Studio
- Room 123, KTSU The Choice Studio

2. The following equipment, services and furnishings will include:

Engineering, specification, and installation of 4K digital cinema cameras w/ cine-servo zoom lenses, monitors, zoom and focus controls, CCUs, tripods, teleprompters and prompting systems, gimbal with digital cinema camera and wireless transmitter/receivers, Jimmy Jib Triangle. Extensive upgrade to the video control room, equipment/server rooms, lighting grid and lights. Connecting two buildings via fiber and fabricating custom wall boxes and cabling to be run throughout buildings.

- A. Six cameras in the recording studio connected via fiber, along with wired and wireless intercoms.
 - a. Two cameras on tripods with teleprompters
 - b. One camera on Jib with teleprompter
 - i. Jimmy Jib Triangle will need to be assembled, setup with camera and teleprompter and integrated into system.
 - c. One wireless camera on gimbal
 - d. Two cameras in ISO booths with wall attachments
 - e. Fiber needs to be installed underground in existing conduit and run to cameras.
 - f. Existing Blackmagic Design Studio cameras need to be permanently installed on wall brackets with wide angle lenses.
- B. Four cameras in the Radio Station Building. The fiber, ethernet network, intercom, teleprompter, audio and wireless video for gimbal will be routed to each studio. The cameras will be patched into the custom wall boxes designed and manufactured by installer for each studio space.
 - a. Camera systems should come equipped in a way to be used both inside the studio as well as equipped for local recording in the field. They should be set up in a way that they can easily be removed for field production.
- C. Lighting Grid. Specify and install lighting grids in studio spaces listed below.
 - a. Room 144, KTSU Recording Studio 33'x28'
 - i. New lighting grid hanging from structural beams. Current grid will need to be removed, it is not designed for the weight capacity of the new lights.
 - ii. Design for appropriate load capacity. Coordinate with a structural engineering company on the weight capacity and what beams the grid can be hung from.

- iii. Sound baffles are currently hung from the recording studio ceiling. During install it will be necessary to work around the sound baffles that cover the majority of the ceiling space.
 - iv. Paint lighting grid to match decor of the room.
 - v. Provide all Scissor lifts and equipment needed for the installation.
 - vi. Provide any ancillary nuts and bolts needed for installation.
- b. Room 102a, Social Media Studio
 - i. The lighting grid will cover the majority of the ceiling, below the drop ceiling giving the ability to light and shoot in any direction.
 - ii. Hang the grid from the building structure and run through the ceiling to hang below the drop ceiling.
 - iii. Paint lighting grid to match decor of the room.
 - iv. Provide all ladders and equipment needed for the installation.
 - v. Provide any ancillary nuts and bolts needed for installation.
- c. Room 121, Talk Studio
 - i. Grid will cover the entire round table with the ability to hang lights in all four directions.
 - ii. Hang the grid from the structure and run through sound-proofed ceiling to hang below the drop ceiling.
 - iii. Paint lighting grid to match decor of the room.
 - iv. Provide all ladders and equipment needed for the installation.
 - v. Provide any ancillary nuts and bolts needed for installation.
- d. Room 122, The Vibe Studio
 - i. Grid (horizontal bars) will hang down to light the DJ and a second one to light the interviewees. Hang the grid from the structure and run through sound-proofed ceiling to hang below the drop ceiling.
 - ii. Paint lighting grid to match decor of the room.
 - iii. Provide all ladders and equipment needed for the installation.
 - iv. Provide any ancillary nuts and bolts needed for installation.

- e. Room 123, KTSU The Choice Studio
 - i. Grid (horizontal bars) will hang down to light the DJ and a second one to light the interviewees. Hang the grid from the structure and run through sound-proofed ceiling to hang below the drop ceiling.
 - ii. Paint lighting grid to match decor of the room.
 - iii. Provide all ladders and equipment needed for the installation.
 - iv. Provide any ancillary nuts and bolts needed for installation.

D. Specify and install new LED lighting in the 5 studio spaces.

- a. Room 144, Recording Studio 33'x28'
 - i. 12-16 2x1 soft lights with softbox and light grids.
 - ii. 10-15 spots for "spot lighting" subjects, backlights and set.
 - iii. Use current Quasar fixtures for supplemental lights in grid and in set.
 - iv. Program and configure DMX addressing, patching, and profiling for new fixtures along with reconfiguration of addressing and re-patching previously installed fixtures.
 - v. Lighting design and programming of lighting board for 4-5 different pre-set looks.
 - vi. Specify additional power requirements needed for lighting.
- b. Room 102a, Social Media Studio
 - i. 4-6 soft lights with softbox and light grids.
 - ii. Use existing Quasar fixtures not needed from Recording Studio to supplement.
 - iii. Configure lighting levels.
- c. Room 121, Talk Studio
 - i. 6 Softlights (Such as Litegear Litemat 2L due to low ceiling)
 - ii. Use existing Quasar fixtures not needed from Recording Studio to supplement.
 - iii. Configure lighting levels.
- d. Room 122, The Vibe Studio
 - i. 2 Softlights (such as Litegear Litemat 2L due to low ceiling)
 - ii. Use existing Quasar fixtures not needed from Recording Studio to supplement.
 - iii. Configure lighting levels.

- e. Room 123, KTSU The Choice Studio
 - i. 3 Softlights (such as Litegear Litemat 2L due to low ceiling)
 - ii. Use existing Quasar fixtures not needed from Recording Studio to supplement.
 - iii. Configure lighting levels.
- E. Specify, design and install the following equipment:
- a. Digital video switcher control surface with macro features
 - b. Video routing and distribution systems featuring a 64x64 video matrix
 - c. Dante based audio network and routing system
 - d. Wireless Dante-integrated Clear-Com intercom system between and throughout the two buildings.
 - e. Optical fiber network infrastructure integrated between both buildings and each individual studio for distributing video, audio, and IP data.
 - f. Install routing and distribution in the server room of the KTSU Radio Station Building to integrate with the multi-strand optical fiber link coming from the KTSU Recording Studio Building.
 - g. Specify, and install Clear-Com antenna distribution equipment connecting the Clear-Com base station, located in the KTSU Recording Studio Building, to Clear-Com antenna distribution equipment to be installed in the KTSU Radio Station Building.
- F. Custom cabling installation and patch panel fabrication including the following:
- a. Fabrication and installation of custom wall boxes each with custom SMPTE fiber and SDI connectors that fit the specific needs of each of the five studios.
 - b. Install multi-stranded armored optical fiber cabling run between the KTSU Recording Studio Building and the KTSU Radio Station Building server room to carry video, audio, and IP data between buildings.
 - c. Specify and provide customized optical fiber cables and SDI cables to be run from the server room to each of the studios in the building.
 - d. Specify, provide materials, make, and install custom ethernet cabling running from the base station, located in the KTSU Recording Studio Building, to the main recording studio for use with Clear-Com remote antennas for use with wireless Clear-Com beltpacks.
 - e. Specify, provide materials, make, and install custom ethernet cabling running from the server room, located in the KTSU Radio Station Building, to strategic points around the building for use with Clear-Com remote antennas for use with wireless Clear-Com beltpacks.

- f. Specify, provide materials and make all custom ethernet cables for use in the server room, located in the KTSU Radio Station Building, to connect all the rack mounted devices installed there to the installed managed ethernet switch which is connected to the control room via the installed multi-strand optical fiber cable.
- g. Specify, provide materials, make, and install custom SDI cabling running from the server room, located in the KTSU Radio Station Building, to the custom designed wall boxes in each of the aforementioned rooms in the KTSU Radio Station Building for the connection of SDI cameras and external sources.
- h. Specify, provide materials and make custom Edison electrical cables for all lighting.
- i. Specify, provide materials and make custom DMX cables for studio lighting in the KTSU Recording Studio Building.
- j. Specify, provide custom cabling connecting inputs and outputs to and from the KTSU Radio Station Building server room audio patch panel to and from the Dante patch panel in the KTSU Radio Station Building server room.

B. KTSU RADIO BROADCAST STUDIOS

- 1. Install new Wheatstone consoles, microphones & booms, processors, audio editors, speakers, amplifiers, on-air lights, headphone amps, distribution amps, relay boxes, battery backups in each of (9) nine studios as specified.
- 2. Configure and install Telos VX Talk Show VoIP phone system and 6-line phones in each studio. Customer must provide VoIP lines and provisioning details.

KTSU Radio Station Building

- a. Room 115, Engineering Room
- b. Room 118, Student Studio
- c. Room 119, Internet Studio
- d. Room 120, Production 3 Studio
- e. Room 121, Talk Studio
- f. Room 122, The Vibe Studio
- g. Room 123, KTSU The Choice Studio
- h. Room 125, The Vibe Studio
- i. Room 126, Production Studio 1

2.2 EXPERIENCE AND QUALIFICATIONS

- A. The selected vendor(s) must be a qualified professional firm with significant and successful prior experience in the design and installation of audio, visual, IT and broadcasting services for comparable organization of our size.
- B. The selected vendor will work with TSU and KTSU staff for an initial needs assessment that will be followed by the development of multiple design concepts: full drawings and specifications for the purchase, installation, and integration of this project.
- C. The selected vendor will work to ensure the feasibility and functionality of any proposed project design, and to assist in bringing the estimated cost of the project within the project budget through value engineering, and other means necessary, without adversely affecting the capabilities and quality of the project.
- D. The selected vendor, if requested, will work, and coordinate with any assigned implementation team.
- E. Design of A/V systems, including:
 - a. State-of-the art audio/video production, presentation systems and IP processing platform that is SMPYE-2110 compliant.
 - b. New user interface systems for selected locations within the KTSU.
 - c. Multimedia and conferencing capabilities.
 - d. Hybrid and Remote Instructional capabilities.
 - e. Broadcasting systems by cablecast, broadcast, or simulcast in a variety of formats. Must have the ability for multi-cast, traditional broadcast, and IP capabilities.

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 of the Firm

Criterion 2 - Qualifications of the Team

Criterion 3 - Methodology of the Process

Criterion 4 - Deliverables and Solutions

Criterion 5 - Cost

3.2 CRITERION 1: Experience of the Firm

- 3.2.1 Please thoroughly address the history of your firm; including but not limited to number of employees, years in business, organizational chart, etc.; as well as a narrative of your firm's experience in providing such a compensation study.
- 3.2.2 Please provide references / client list (beginning with higher education please). Please include the names, email addresses and telephone numbers of each client so that references can be checked.
- 3.2.3 Please address any/all awards, acclaims, publications, memberships, certifications, that your company has attained.
- 3.2.4 Describe your firm experience in design, installation of audio, visual, IT and broadcasting services of similar organization size.
- 3.2.5 Provide details of any conditions that would adversely affect your company's performance:
 - Indicate whether your company is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, explain the impact both in organizational and directional terms.
 - Provide details of all past or present litigation or claims filed against your company

- Indicate whether your company is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.
- Provide a claims history under professional malpractice insurance for the past five (5) years for the firm and any team member proposed to provide services.
- Indicate whether services will be provided in whole, or in part, by your firm. If certain services are to be provided by another firm, indicate your firm's business relation with the associated firm (joint venture, consultant agreement, etc.)

3.3 CRITERION 2: Qualifications of the Team

- 3.3.1 Please thoroughly address the education, experience and qualifications of each team member that will be assigned to our project, beginning with the 'team leader'.
- 3.3.2 Please address any certifications, awards, memberships, publications, etc., for each team member.

3.4 CRITERION 3: Methodology of the Process

- 3.4.1 Please thoroughly address the methodologies and processes you will use in this project.
- 3.4.2 Describe your philosophy for this type of project, and how your philosophy will benefit the university.
- 3.4.3 Address the resources you will require of TSU; and address the resources (i.e. national statistics and data), that you will use in your work.

3.5 CRITERION 4: Deliverables and Solutions

- 3.5.1 Thoroughly address the deliverables you will provide upon completion of your work. Each item listed in the scope of work shall be addressed.
- 3.5.2 Provide a timeframe with milestones and schedules for assessments, designs, installation and to be completed.
- 3.5.3 Provide your approach to ensure the feasibility and functionality of any proposed project design.
- 3.5.4 Amount of assistance the firm expects from TSU.

3.6 CRITERION 5: Cost

- 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. Includes 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 Failure to provide a singular grand total when requested could be grounds for dismissal and/or disqualification of your response.

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 GHBCC posting date)	February 18, 2022
Pre-Proposal Conference	February 22, 2022
Deadline for Submission of Questions	February 24, 2022
Deadline for Submission of Proposals	March 09, 2022

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

Will convene at 10:00 AM on Tuesday, February 22, 2022. Meeting location will be in room #139 of the KTSU Radio Station. Walkthrough will immediately follow the pre-proposal conference.

4.4 PROPOSAL REQUIREMENTS

4.4.1 Submissions of your Proposal: Respondents shall submit one (1) paper original and five (5) 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.

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 Experience of Firm

Tab 2: Criterion 2 Qualifications of Employees

Tab 3: Criterion 3 Methodology of the Process

Tab 4: Criterion 4 Deliverables and Solutions

Tab 5: Criterion 5 Cost

Tab 6: TSU Terms and Conditions

Tab 7: Exhibit A: Execution of Proposal

Tab 8: TSU Vendor Agreement

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.

- 4.4.6 Historically Underutilized Businesses: In accordance with *Texas Government Code* Sections 2161.181-182 and Section 111.11 – 111.28 of the *Texas Administrative Code* (“**TAC**”), Owner is required to make a good faith effort to utilize Historically Underutilized Businesses (“**HUBs**”) in contracts for

construction services with an expected value of \$100,000 or more. A copy of the HUB plan can be downloaded from the Comptroller's website. Owner is committed to sponsoring mentor-protégé relationships for HUBs as outlined in *Texas Government Code* Section 2161.065 and TAC Title 34, Part 1, Chapter 20, Subchapter B, §20.28, and has been performing outreach to support this important effort.

** A State of Texas HUB plan is not required for this solicitation.

4.5 INQUIRIES / QUESTIONS

- 4.5.1 All inquiries and questions shall be submitted in writing (in Word format) via email to Mr. Sceffers Ward at sceffers.ward@tsu.edu by **12:00 noon Central on Thursday, February 24, 2022**; 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 TUS Post Office 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 the

Respondent's responsibility to appropriately mark and deliver their Proposal response to Sceffers Ward 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 Vendor Agreement is included in this solicitation for your convenience with the thought that you can present it to your legal department and they can begin going over the contract, in order to speed up possible negotiations.

4.7 DELIVERY OF PROPOSALS

Request for 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 statement of qualifications 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 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.**

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 Proposal 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 Proposals. 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 of the Firm	20%
Criterion 2: Qualifications of the Team	25%
Criterion 3: Methodology of the Process	20%
Criterion 4: Deliverables and Solutions	20%
Criterion 5: Cost	15%

- 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 V

TERMS AND CONDITIONS

1. BIDDING REQUIREMENTS:

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. Respondent shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Agency reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.
- 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03. Bids must be received at the Texas Southern University (TSU) Purchasing Office on or before the hour and date specified for the bid opening.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the Respondent in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be Respondent for TSU acceptance for 90days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts Proposed will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full Respondent name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, Respondent name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TSU based on an acceptable written reason.
- 1.09. Purchases made for TSU use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. TSU reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of TSU and to reject any and all bid items at the sole discretion of TSU. TSU also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of TSU. Any contract may also be extended up to three months at the sole discretion of TSU.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by TSU and/or investigation for antitrust violations.
- 1.12. Inquiries pertaining to this solicitation must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

- 2.01 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product proposed. If other than brand(s) specified is proposed, illustrations and complete description of product proposed are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.02 Unless otherwise specified, items shall be new and unused and of current production.
- 2.03 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

- 2.04 Samples, when requested, must be furnished free of expense to TSU. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and bid number. Do not enclose in or attach bid to sample.
- 2.05 TSU will not be bound by any oral statement or representation contrary to the written specifications of this solicitation.
- 2.06 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.
- 3. TIE BIDS:** Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).
- 4. DELIVERY:**
 - 4.01. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
 - 4.02. If delay is foreseen, bidder shall give written notice to TSU. Bidder must keep TSU advised at all times of status of order.
 - 4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TSU to purchase the goods or services of this solicitation elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
 - 4.04. No substitutions permitted without written approval of TSU.
 - 4.05. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.
- 5. INSPECTION AND TESTS:** All goods will be subject to inspection and test by TSU. Authorized TSU personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TSU's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.
- 6. AWARD OF CONTRACT:** A Proposal to this solicitation is a Proposal to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Harris County, Texas.
- 7. PAYMENT:** Bidder shall submit 2 copies of an itemized invoice showing TSU purchase order number on all copies. TSU will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.
- 8. PATENTS, TRADEMARKS, COPYRIGHTS OR PUBLICATIONS:** Bidder agrees to defend and indemnify TSU and the *State* from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TSU's or the State's use of any good or service provided by the bidder as a result of this solicitation. Respondent understands and agrees that, where activities supported by the contract produce original books, manuals, films or other material (referred to in this contract as "the works"), respondent may copyright the works subject to the reservation by TSU of a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize use, and to authorize others to use, for state or political subdivision proposes:
 - The copyright in the works developed under contract, and
 - Any rights of copyright to which respondent purchases ownership with funding from the contract
 Respondent may publish, at its own expense, the results of contract performance with prior TSU review and approval of that publication. Any publication (written, visual, or sound) must include acknowledgment of the support received from TSU. Respondent must provide one copy of any such publication to TSU. TSU reserves the right to require additional copies before or after the initial review. Respondent must provide copies free of charge to TSU.
- 9. BIDDER ASSIGNMENTS:** Bidder hereby assigns to the TSU any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.* Respondent hereby assigns to the Agency all of Respondent's rights, title and interest in and to all claims and causes of action Respondent

may have under the antitrust laws of Texas or the United States for overcharges associated with the contract. Respondent shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this Section is void and without effect.

- 10. BIDDER AFFIRMATIONS:** Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.01. The bidder has not given, proposed 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 bid. Violation of this requirement may result in the termination of the contact at TSU's discretion.
- 10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the Respondent, corporation, partnership, or institution represented by the bidder, or anyone acting for such a Respondent, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Respondent also represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such a firm, corporation or institution has violated any provision of the Texas Free Enterprise and Antitrust Act, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, nor communicated directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Respondent.
- 10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this RFP received compensation for participation in the preparation of the specifications for this RFP.
- 10.04. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.05. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this solicitation is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.06. **TAXES CERTIFICATION:** As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this RFP shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TSU under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas. Respondent, by submitting its proposal, certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. If respondent is a qualifying business entity type per Texas Comptroller of Public Accounts guidelines and is not set up in the Texas Franchise Tax system, respondent must do so prior to contracting with the State of Texas.
- 10.07. Pursuant to §669.003, Gov't Code, TSU may not enter into a contract with a person who employs a current or former executive head of TSU until four years has passed since that person was the executive head of TSU. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of TSU in the past four years. If bidder does employ a person who was the executive head of TSU, provide the following Proposal:
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Bidder: _____
Date of Employment with Bidder: _____
- 10.08. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

- 10.09. 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 System of Award Management (SAM), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Bidder certifies that the bidding 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 bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder 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>
- 10.10. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 10.11. **PROHIBITION ON LOBBYING:** Respondent must comply with the provisions of a federal law known generally as the Lobbying Disclosure Act, 2 U.S.C. 1601 et seq. By submitting a proposal, respondent certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. It also certifies that respondent will disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
- 10.12. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TSU under the RFP and any resulting contract; if any, and that bidder's provision of the requested items under the RFP and any resulting contract, if any, would not reasonably create an appearance of impropriety. The disclosure shall begin at the initial request for bids until the completed delivery of goods/services or until expiration of contract.
- 10.13. Respondent waives any claim against and releases TSU, its officers, employees, agents, and attorneys from liability with respect to disclosure of information provided under or in this contract or otherwise created, assembled, maintained, or held by respondent and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.
- 10.14. Respondent will promptly notify TSU in the event that any representations and warranties provided in the contract/solicitation are no longer true and correct. Respondent acknowledges that all of its representatives are warranties contained in any part of its proposal and this contract are material and have been relied upon by TSU in selecting the respondent for the award of the contract. Further, the respondent warrants and represents that all of the statements and representations made to TSU prior to being awarded the contract; and those made during the negotiation of this contract, are material, true and correct.
11. **NOTE TO BIDDER:** If bidder takes any exceptions to any provisions of the solicitation, these exceptions must be specifically and clearly identified by section in bidder's bid in Proposal to the solicitation and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire RFP. If any bidder takes a 'blanket exception' to the entire RFP or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
12. **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 the TAC rules at 34 TAC Rule 20.384.
13. **DISPUTE RESOLUTION:** The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by TSU and the bidder to attempt to resolve any dispute arising under any contract resulting from this RFP.
14. **NON-APPROPRIATION OF FUNDS:** Any contract resulting from this RFP 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.

15. **TEXAS PUBLIC PROPOSAL ACT:** Notwithstanding any provisions of this SOLICITATION to the contrary, bidder understands that TSU will comply with the Texas Public Proposal Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Proposal, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Proposal Act. Within three (3) days of receipt, bidder will refer to TSU any third party requests, received directly by bidder, for Proposal 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 Proposal that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
16. **CONFLICT OF INTEREST:** Under §2155.003, Gov't Code, a TSU employee may not have 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 in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TSU or purchasers of other state agencies.
17. **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.
18. **INDEPENDENT CONTRACTOR:** Bidder is and shall remain an independent contractor in relationship to TSU. TSU shall not be responsible for withholding taxes from payments made under any contract resulting from this solicitation. Bidder shall have no claim against TSU for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Respondent acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Respondent and its personnel are not employees of the Agency or the State of Texas.
19. **INDEMNIFICATION:** RESPONDENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS AGENCY AND THE STATE OF TEXAS AGAINST CLAIMS OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS, VIOLATIONS, MISAPPROPRIATION OR INFRINGEMENT ARISING FROM AGENCY'S OR RESPONDENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO AGENCY BY RESPONDENT OR OTHERWISE TO WHICH AGENCY HAS ACCESS AS A RESULT OF RESPONDENT'S PERFORMANCE UNDER THE CONTRACT, PROVIDED THAT AGENCY WILL NOTIFY RESPONDENT OF THE CLAIM WITHIN A REASONABLE TIME OF AGENCY'S RECEIVING NOTICE OF ANY SUCH CLAIM. IF RESPONDENT IS NOTIFIED OF ANY CLAIM SUBJECT TO THIS SECTION, RESPONDENT SHALL NOTIFY AGENCY OF THAT CLAIM WITHIN FIVE (5) BUSINESS DAYS OF SUCH NOTICE. RESPONDENT WILL MAKE NO SETTLEMENT OF ANY SUCH CLAIM WITHOUT AGENCY'S PRIOR WRITTEN APPROVAL. RESPONDENT WILL REIMBURSE AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RESPONDENT OR IF AGENCY IS

REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND RESPONDENT WILL PAY ALL REASONABLE COSTS OF AGENCY'S COUNSEL.

- 20. RIGHT TO AUDIT:** In addition to and without limitation on the other audit provisions of this solicitation, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder 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 bidder 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 bidder 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 Proposal the state auditor considers relevant to the investigation or audit. This solicitation or any contract resulting from this solicitation may be amended unilaterally by TSU to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards. Respondent will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Respondent pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Agency and the State of Texas
- 21. EQUAL OPPORTUNITY / CIVIL RIGHTS:** Respondent agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or part with funds available under this contract. Respondent will comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Program, Equal Employment Opportunity Department of Labor." Respondent represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.
- 22. NON-DISCRIMINATION:** Texas Southern University, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will firmly ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in Proposal to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- 23. CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED:** Senate Bill 20 update of Government Code 572.069 states a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.
- 24. ANTI-BOYCOTT ISRAEL VERIFICATION:** The Vendor represents that, to the extent this Purchase constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Vendor (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended. The Respondent represents that, to the extent this Solicitation constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Respondent (1) does not boycott Israel; and (2) will not boycott Israel during the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned to it in Section 808.001 of the Texas Government Code, as amended.

25. **ENVIRONMENTAL PROTECTION:** Respondent must comply with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. v7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1251 et seq.).
26. **CERTIFICATION CONCERNING DEADLINGS WITH PUBLIC SERVANTS:** Respondent, by submitting its proposal, certifies that is has not given and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this transaction.
27. **CERTIFICATION CONCERNING FINANCIAL PARTICIPATION:** Under Texas Govt Code 2155.004, 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. Section 2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the contract.
28. **CERTIFICATION CONCERNING HURRICANE RELIEF:** 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 include 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 Texas Govt Code 2261.053 respondent certifies that the individual or business entity named in this proposal 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 Texas Govt Code 2155.006 respondent certifies that the individual or business entity named in this proposal 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.
29. **CERTIFICATION CONCERNING RESTRICTED EMPLOYMENT FOR FORMER STATE OFFICERS OR EMPLOYEES UNDER TEXAS GOVT CODE 572.069:** Respondent certifies that it has not employed and will not employ a former TSU or state officer who participated in a procurement of contract negotiation for TSU involving respondent within two years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
30. **AMERICAN'S WITH DISABILITIES ACT:** Respondent represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.
31. **BINDING EFFECT:** The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.
32. **DAMAGE TO GOVERNMENT PROPERTY:** Respondent shall be liable for all damage to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract. Respondent shall notify the Agency in writing of any such damage within one (1) calendar day. Respondent is responsible for the removal of all debris resulting from work performed under the contract.
33. **DISCLOSURE OF INTERESTED PARTIES:** Respondent represents and warrants that if selected for award of a contract as a result of the Solicitation, Respondent will submit to Agency a Certificate of Interested Parties prior to contract award in accordance with Section 2252.908 of the Texas Government Code.
34. **DISCOUNTS:** If Respondent at any time during the term of the contract provides a discount on the final contract costs, Respondent will notify Agency in writing ten (10) calendar days prior to effective date of discount. Agency will generate a Purchase Order Change Notice and send a revised Purchase Order to Respondent.
35. **DRUG-FREE WORKPLACE:** Respondent represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. § 701 *et seq.*) and maintain a drug-free work environment.

- 36. ELECTRICAL ITEMS:** All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).
- 37. FEDERAL OCCUPATIONAL SAFETY AND HEALTH LAW:** Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).
- 38. GOVERNING LAW AND VENUE:** The contract shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Harris County, Texas.
- 39. LEGAL AND REGULATORY ACTIONS:** Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., ending or threatened against Respondent or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. In addition, Respondent represents and warrants that it shall notify Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the contract.
- 40. IMMIGRATION:** Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. 1101 *et seq.* and all subsequent immigration laws and amendments.
- 41. LIMITATION ON AUTHORITY:** Respondent shall have no authority to act for or on behalf of Agency or the State of Texas except as expressly provided for in the contract; no other authority, power or use is granted or implied. Respondent may not incur any debt, obligation, expenses, or liability of any kind on behalf of Agency or the State of Texas. The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.
- 42. LOBBYING PROHIBITION:** Respondent represents and warrants that Agency's payments to Respondent and Respondent's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.
- 43. MEDIA RELEASES:** Respondent shall not use Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without Agency's prior written approval. Agency does not endorse any vendor, commodity, or service. Respondent is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response or the services to which they relate without Agency's prior written consent, and then only in accordance with explicit written instructions from Agency.
- 44. NO FELONY CRIMINAL CONVICTIONS:** Respondent represents that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, has been convicted of a felony criminal offense or that if such a conviction has occurred Respondent has fully advised Agency of the facts and circumstances surrounding the convictions.
- 45. NO QUANTITY GUARANTEES:** Agency makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.
- 46. NO THIRD-PARTY BENEFICIARIES:** The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise. Nothing contained in the contract, either expressed or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, transferees or delegates, any interests, rights, remedies, obligations or liabilities pursuant to, or by reason of, this contract.
- 47. PERMITS, CERTIFICATIONS AND LICENSES:** Respondent represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

- 48. PROPERTY RIGHTS:** For purposes of the contract, the term “Work” is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. Agency and Respondent intend this agreement to be a contract for the services and each considers the Work and any and all documentation or other products and results of the services to be rendered by Respondent to be a work made for hire. Respondent and Respondent’s employees will have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of Agency. Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of Agency. If for any reason the Work would not be considered a work-for-hire under applicable law, Respondent does hereby sell, assign, and transfer to Agency, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Respondent agrees to execute all papers and to perform such other property rights, as Agency may deem necessary to secure for Agency or its designee the rights herein assigned. In the event that Respondent has any rights in and to the Work that cannot be assigned to Agency, Respondent hereby grants to Agency an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, such rights to make, have made, use, sell and offer for sale any products developed by practicing such rights, and to otherwise use such rights, with the right to sublicense such rights through multiple levels of sublicenses. No later than the first calendar day after the termination or expiration of the contract or upon Agency’s request, Respondent shall deliver to Agency all completed, or partially completed, Work and any and all documentation or other products and results of the services. Failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services without the prior written consent of Agency.
- 49. REFUND:** Respondent will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Agency which are not expressly authorized under the contract.
- 50. SECURE ERASURE OF HARD DISK CAPABILITY:** All equipment provided to Agency by Respondent that is equipped with hard disk drives (*i.e.*, computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment’s useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § 202.
- 51. SEVERABILITY:** If any provision of the contract is construed to be illegal, invalid or unenforceable, such construction will not affect the legality, validity or enforceability of any of its other provisions. It is the intent and agreement of the parties to this contract that that this contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this contract will continue in full force and effect.
- 52. SOVEREIGN IMMUNITY:** Nothing in the contract shall be construed as a waiver of the Agency’s or the State’s sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Agency or the State of Texas under the contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Agency does not waive any privileges, rights, defenses, or immunities available to Agency by entering into the contract or by its conduct prior to or subsequent to entering into the contract.
- 53. SURVIVAL:** Expiration or termination of the contract for any reason does not release Respondent from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding indemnification and rights and remedies upon termination.

- 54. UNFAIR BUSINESS PRACTICES:** Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
- 55. USE OF STATE PROPERTY:** Respondent is prohibited from using State Property for any purpose other than performing Services authorized under the contract. State Property includes, but is not limited to, Agency's office space, identification badges, Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Agency-issued software, and the Agency Virtual Private Network (VPN client)), and any other resources of Agency. Respondent shall not remove State Property from the continental United States. In addition, Respondent may not use any computing device to access Agency's network or e-mail while outside of the continental United States. Respondent shall not perform any maintenance services on State Property unless the contract expressly authorizes such services. During the time that State Property is in the possession of Respondent, Respondent shall be responsible for (i) all repair and replacement charges incurred by Agency that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Respondent's use of State Property that exceeds the contract scope. Respondent shall fully reimburse such charges to Agency within ten (10) calendar days of Respondent's receipt of Agency's notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to Agency under contract, at law, or in equity.
- 56. COMPUTER EQUIPMENT RECYCLING PROGRAM:** If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules, 30 TAC Chapter 328.
- 57. DEALINGS WITH PUBLIC SERVANTS AFFIRMATION:** Pursuant to Section 2155.003 of the Texas Government Code, Respondent represents and warrants that it 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 contract.
- 58. DISASTER RECOVERY:** In accordance with 13 TAC § 6.94(a)(9), Respondent shall provide to Agency the descriptions of its business continuity and disaster recovery plans.
- 59. DISCLOSURE OF PRIOR STATE EMPLOYMENT:** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Respondent certifies that it does not employ an individual who has been employed by Agency or another agency at any time during the two years preceding the submission of the Response or, in the alternative, Respondent has disclosed in its Response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
- 60. E-VERIFY PROGRAM:** Respondent certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: (1) all persons employed by Respondent to perform duties within Texas; and (2) all persons, including subcontractors, assigned by Respondent to perform work pursuant the contract within the United States of America.
- 61. EXECUTIVE HEAD OF A STATE AGENCY AFFIRMATION:** Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Respondent represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract. If Respondent employs or has used the services of a former executive of Agency, then Respondent shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Respondent, and the date of employment with Respondent.
- 62. FALSE STATEMENTS:** Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true and accurate. Submitting the Response with a false statement is a material breach of contract and may void the submitted Response and any resulting contract.

- 63. FINANCIAL PARTICIPATION PROHIBITED AFFIRMATION:** Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from Agency to participate in the preparation of the specifications or solicitation on which this Response or contract is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
- 64. FOREIGN TERRORIST ORGANIZATIONS:** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code.
- 65. SIGNATURE AUTHORITY:** By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of this Response.
- 66. TECHNOLOGY ACCESS CLAUSE:** Respondent expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Respondent represents and warrants to Agency that the technology provided to Agency for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
- providing equivalent access for effective use by both visual and non-visual means;
 - representing information, including prompts used for interactive communications, in formats intended for non-visual use; and
 - being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
- For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. In accordance with Section 2157.005 of the Texas Government Code, the Technology Access Clause contract provision remains in effect for any contract entered into before September 1, 2006.
- 67. TELEVISION EQUIPMENT RECYCLING PROGRAM:** If Respondent is submitting a Response for the purchase or lease of television equipment then, Respondent certifies that it is in compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

End of Section V

EXHIBIT A

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, proposed 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 Respondent, corporation, partnership, or institution represented by Respondent or anyone acting for such Respondent, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this 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.

ANTI-BOYCOTT ISRAEL VERIFICATION

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

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. In accordance with Section 2155.4441 of the Texas Government Code, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

Check below to claim a preference under 34 TAC Rule 20.38

- ☐ Supplies, materials and/or equipment produced in TX or proposed 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 proposed 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 A

End of the solicitation