



TEXAS SOUTHERN UNIVERSITY

REQUEST FOR PROPOSALS

GRAPHIC DESIGN SERVICES

RFP # 717-24-711

DEADLINE FOR SUBMITTAL:

1:00 p.m., Central Standard Time, Thursday, December 14, 2023

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

Texas Southern University
PROCUREMENT SERVICES

Attn: Sceffers Ward
3100 Cleburne Street
Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 - 4598

GENERAL INFORMATION

- 1.1 SCOPE. The State of Texas, by and through Texas Southern University (TSU), seeks sealed proposals to establish a contract for Graphic Design Services for work needed by the University, in accordance with the specifications contained in this Request for Proposal (RFP).
- 1.2 CONTRACT TERM. The services requested shall be provided for a period of three (3) plus years, beginning with the execution of the contract through August 31, 2026, with two (2) single-year options upon written agreement from both parties.
- 1.3 DEFINITIONS. The following is a list of generic definitions to be used only if the terms appear in the RFP:
- (a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed
 - (b) Addendum - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses
 - (c) Best and Final Proposal (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposal
 - (d) Contract – The contract awarded as a result of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits
 - (e) Contractor – Respondent whose proposal results in a contract with TSU
 - (f) Electronic State Business Daily (ESBD) – The Electronic State Business Daily, which is available on-line at <http://esbd.state.tx.us/>
 - (g) Gov’t Code – Texas Government Code.
 - (h) Proposal – The response submitted by a vendor to TSU as a result of this solicitation.
 - (i) Respondent – Any person, firm or vendor who submits a Proposal in response to this solicitation.
 - (j) RFP – Request for Proposals, which is the type of solicitation embodied in this document.
 - (k) TAC – Texas Administrative Code, which is the publication for administrative rules.

1.4 CONFLICTS OF INTEREST:

Actual and Perceived Conflicts

By submitting a Proposal, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with the TSU. The Respondent also represents and warrants that entering a Contract with the TSU will not create the appearance of impropriety. In its Proposal, the

Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with the TSU. The requirement to disclose any actual or potential conflict of interest shall begin at initial request for bids and continue during the term of the contract and shall survive until the end of the recordkeeping requirement in Section 1.5. TSU will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal disqualification or Contract termination.

Current and Former TSU Employees

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

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

1.5 RECORDS RETENTION

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

1.6 INSURANCE AND OTHER SECURITY

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

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

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

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

1.7 COMMODITY CODE

The NIGP / State of Texas commodity code for this solicitation 965-46

1.8 BACKGROUND

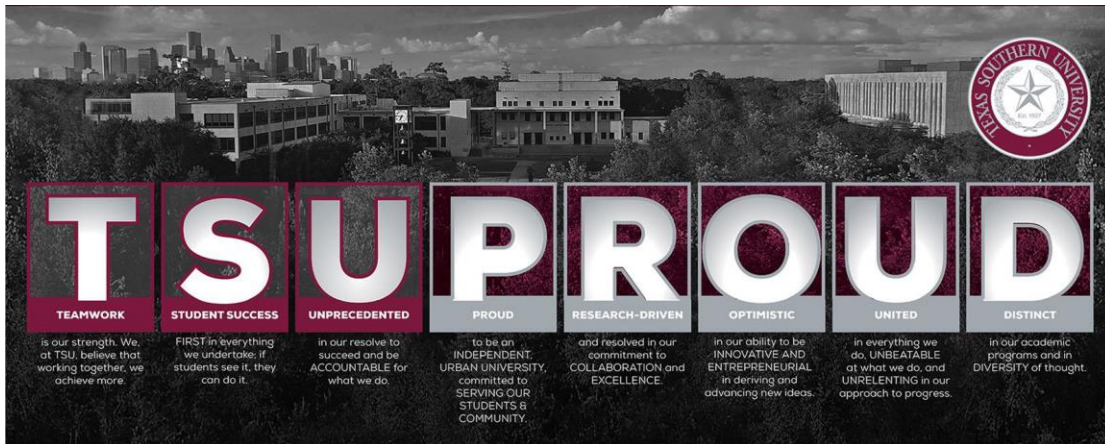
Texas Southern University (“TSU”) is an elite, Carnegie R2 Institution and proud to be the premiere producer of diversity for building a talent strong Texas. The Owner one of the largest Historically Black College/University (“HBCU”) in the nation and destined to become the first HBCU with the coveted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

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

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

Currently, Texas Southern University enrollment is approximately 8,000 students. The institution is currently finalizing a new strategic plan for the campus community. Preliminary strategies and goals contemplate the institution moving to 10,000 students by 2025 and 15,000 students in fall 2030.

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



End of Section I

SECTION II

SCOPE OF WORK

Texas Southern University seeks to contract with a graphic design firm to design and assist with the implementation of a comprehensive compensation and equity study. The University's goal is to be the primary Graphic Design Company to handle all of the university's graphic design projects. All graphic design projects go through and are approved by TSU Reprographics before the awarded vendor's services will be needed. Graphic services shall include, but are not limited to, the following:

- a. Any contract resulting from this RFP shall be strictly on an "AS NEEDED" basis. No minimum number of quantities can or will be guaranteed by TSU. The awarded proposer shall be paid only for the services authorized and approved in writing by the authorized TSU representative.
- b. Awarded proposer shall use the TSU quote information form when pricing each individual job. A completed quote shall be returned to TSU within one (1) business day. The completed vendor quote shall state all information that is provided on the TSU quote information form.
- c. Texas Southern University will own all rights to any graphic design artwork associated to the University. The awarded proposer must protect the Texas Southern University brand. Electronic files of any artwork design must be supported on Apple OSX Macintosh computer system for the various departments in Adobe CC2014. The University's core PMS colors are MAROON 209 and GREY 429 for spot color jobs.
- d. Projects are needed throughout the year on an ongoing basis for various University Departments. Each job shall be completed and delivered within five (5) to (7) seven business days of receipt of project details. If this is not possible for a particular project, the awarded proposer shall provide the user department with the proposed delivery turnaround time, in writing. The user department, in return, shall provide written approval if the proposed date is approved.
- e. Total production pricing, including hourly rate and set up fees, shall be included in each quote.
- f. Any deviations from these specifications shall clearly be communicated for approval, in writing, within one (1) business day of receipt of an individual job quote request.
- g. Awarded proposer shall supply electronic proofs or PDF proofs within one (1) business day for all collateral items at no additional charge. The University reserves the right to request hard proofs.
- h. Awarded proposer shall deliver each invoice electronically via e-mail to the user department and the Accounts Payable department (see Exhibit E, .23). The TSU user department project number for each job shall be entered as the subject of any e-mails and shall be listed on the corresponding invoice(s).

End of Section II

SECTION III

CRITERIA

3.1 CRITERIA

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

- Criteria 1: Experience of Firm
- Criteria 2: Qualifications of Personnel
- Criteria 3: Capability of Firm
- Criteria 4: Samples
- Criteria 5: Pricing

3.2 CRITERION 1: Experience of the Firm

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

3.3 CRITERION 2: Qualifications of the Personnel

- 3.3.1 Provide a detailed management plan with defined lines of authority and responsibility. Also include an organizational chart, resumes and tenure for all proposed “key” staff members who shall be assigned to this project. If personnel substitutions are contemplated on a contingency basis, they should also be identified. Provide certification cards. Enhancements such as graphics, charts or other visuals are acceptable, but not mandatory.
- 3.3.2 If available, provide any certifications, awards, memberships, publications, etc., for each team member.
- 3.3.3 What is the average tenure of employees in your company?
- 3.3.4 How many total employees does your company employ in your Houston area office?
- 3.3.5 How many employees would be assigned to handle TSU?
- 3.3.6 How does your firm determine who shall be assigned to service each account?
- 3.3.7 Do you anticipate the need to hire additional personnel to handle this agreement? If so, how many?

3.4 CRITERION 3: Capability of Firm

- 3.4.1 This section shall include details pertaining to your firm’s management and technical approach, implementation, product identification and capabilities as are relevant to this proposal, delivery, or orientation, as proposer anticipates performing.
- 3.4.2 Provide an inventory list that includes:
 - Graphic Design Software used for projects
 - age of each Graphic Design software
 - benefits each Software can provide
- 3.4.3 Provide details on your production schedule. Is there a timetable requirement on project? If so, what explain the Approach and Methodology including lag time for a project?
- 3.4.4 Explain how your firm determines priorities among clients when time is crucial for jobs?
- 3.4.5 Do you charge additional for rush projects? If so, provide details of those charges.
- 3.4.6 How do you receive projects?
- 3.4.7 If you use file transfer protocol (FTP), will there be any additional charges if changes are required? Provide details.
- 3.4.8 List services that you outsource if any.
- 3.4.9 State any necessary company policies that may pertaining to your clients’ projects.
- 3.4.10 State the days/hours of your standard business operations.

3.5 CRITERON 4: Samples

3.5.1 Proposers shall provide sets of samples. The vendor must provide 3 types of sample artwork for evaluation. The creative artwork provided must a Flyer, Brochure, and a Booklet (minimum 30 pages). All samples must be full color samples. Proposers shall submit hard copies of artwork requested as well as electronic copies on a Flash Drive. The same samples shall be included with each copy of the submitted proposal. No samples shall be returned to proposers. If samples are not included, it will result in a low grade for this criterion.

3.6 CRITERION 5: Cost

3.6.1 The respondent shall provide hourly rate of projects. Respondent will also provide any charges or fees associated with any projects pertaining to Texas Southern University. Any item not priced will result in a lower score. Overall Graphic Design structure will be evaluated and scored with respect to other proposers.

3.6.2 Please thoroughly address all costs associated with Firm's RFP response and with all deliverables and solutions proposed.

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.

End of Section III

SECTION IV
PROPOSAL INFORMATION

5.1 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 GHGCC posting date)	November 16, 2023
Deadline for Submission of Questions	November 30, 2023
Deadline for Submission of Proposals	December 14, 2023

5.2 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).

5.3 PRE-PROPOSAL MEETING

There will not be a pre-proposal meeting.

5.4 PROPOSAL REQUIREMENTS

- 5.4.1 Submissions of your Proposal: Respondents shall submit one (1) paper copy of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.
- 5.4.2 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.
- 5.4.3 Format of Proposals - Respondents will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:
Introduction Letter (2-page maximum)

- Table of Contents
- Tab 1: Criterion 1
- Tab 2: Criterion 2
- Tab 3: Criterion 3
- Tab 4: Criterion 4
- Tab 4: Criterion 5
- Tab 6: TSU Terms and Conditions
- Tab 7: Exhibit A: Execution of Proposal
- Tab 9: Addenda

- 5.4.4 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.
- 5.4.5 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.
- 5.4.6 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (“HUB”) in all contracts. Accordingly, Texas Southern University has adopted Section 5.2 Policy on Utilization of Historically Underutilized Businesses. This policy applies to all contracts with an expected value of \$100,000 or more. If Texas Southern University determines those subcontracting opportunities are probable, then a HUB subcontracting plan is a required element of the Proposal. Failure to submit a required HUB Subcontracting plan will result in rejection of the Proposal.
- 5.4.6.1 Statement of Probability: Owner has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, an HSP is required as a part of an offeror's Proposal.
 - 5.4.6.2 The HUB Subcontracting goal for the RFP is **22%** participation. Offerors are expected to make a good faith effort to meet this goal. The HSP may be prepared by the Offeror with all of the sub-consultants.
 - 5.4.6.3 Refer to the Owner’s Policy on the Utilization of Historically Underutilized Businesses (“HUB Policy”), for a detailed list of attachments required with the Proposal.
 - 5.4.6.4 The “Statement of Probability” determines the probability for subcontracting opportunities. This determination will clarify which statements, detailed in Figure 1, will be required to be completed and returned.
 - 5.4.6.5 For information regarding Texas Southern University’s HUB Program and HUB Subcontracting opportunities, please contact Mr. Scaffers Ward, HUB Coordinator, scaffers.ward@tsu.edu.

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.

The Hub Sub-Contracting Plan may be located at the following link:
<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

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

5.5 INQUIRIES / QUESTIONS

- 5.5.1 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 November 30, 2023**; the date listed as the deadline for submission of questions as specified in Section 5.1 above.
- 5.5.2 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.
- 5.5.3 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.
- 5.5.4 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.

5.6 PROPOSAL SUBMISSION

- 5.6.1 All Proposals shall be received and documented in the Purchasing Office at TSU prior to the stated deadline date specified in the Schedule of Events above. TSU reserves the right to reject late submittals.
- 5.6.2 Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent's responsibility to appropriately mark and deliver their Proposal response to Greg Williams in the Purchasing Office located in Hannah Hall, suite 333, by the specified date and time. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp **WILL NOT** be accepted.
- 5.6.3 Telephone, email and facsimile Proposal responses will not be accepted.
- 5.6.4 Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

5.6.5 The TSU Standard Terms and Conditions is included in this solicitation for your convenience with the thought that you can present it to your legal department, and they can begin reviewing them, in order to speed up possible negotiations.

5.7 DELIVERY OF PROPOSALS

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

**** Please instruct your delivery service to avoid delivering your submittal to the University’s Post Office nor our Warehouse / Central Receiving as this will delay delivery and could ultimately result in your response being late; and consequently rejected. All solicitation responses must be delivered to the TSU Purchasing Office located in room 333 in Hannah Hall, our main administration building.**

5.8 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.

5.9 PROPOSAL EVALUATION AND AWARD

- 5.9.1 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.
- 5.9.2 A committee will be established to evaluate the Proposals. The committee will include employees of TSU and other persons invited by TSU to participate.
- 5.9.3 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.
- 5.9.4 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.
- 5.9.5 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 Personnel	15%
Criterion 3: Capability of the Firm	20%
Criterion 4: Samples	20%
Criterion 5: Pricing	25%

- 5.9.6 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.
- 5.9.7 TSU reserves the right to award to multiple vendors if deemed in the best interest of the University.

End of Section V

EXHIBIT A

EXECUTION OFFER

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

By signature hereon, Respondent certifies that:

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

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

Neither Respondent nor the 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 1 TAC § 111.2.

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

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

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

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

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

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

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

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

PREFERENCES

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

- () Supplies, materials, or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran *
- () Agricultural products produced or grown in TX
- () Agricultural products and services offered by TX bidders*
- () USA produced supplies, materials, or equipment
- () Products of persons with mental or physical disabilities
- () Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- () Energy Efficient Products
- () Rubberized asphalt 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 Manufacturers() Foods of Higher Nutritional Value

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

RESPONDENT (COMPANY): _____

SIGNATURE _____

NAME (TYPED/PRINTED) _____

TITLE: _____

EMAIL ADDRESS: _____

PHYSICAL ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX: _____

TAX IDENTIFICATION NUMBER: _____

DATE: _____

End of Exhibit A

End of the solicitation