



TEXAS SOUTHERN UNIVERSITY

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Procurement Services - Purchasing

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**REQUEST FOR PROPOSAL**

**for**

**LANDSCAPING, ARBORIST AND TREE TRIMMING SERVICES**

**RFP # 717-22-751**

**Proposals response must be in the Purchasing Office no later than**

**11:00 a.m. Central time, on Wednesday, July 06, 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:

TSU Purchasing Office  
3100 Cleburne Street  
Hannah Hall, suite 333  
Houston, TX 77004  
RFP # 717-22-751

RFP Title Landscaping, Arborist, and Tree Trimming Services  
Attn: Sceffers Ward

## SECTION I

### GENERAL

#### 1.1 STATEMENT OF PURPOSE:

The Texas Southern University (TSU) campus located at 3100 Cleburne Street, Houston, Texas 77004 seeks responses from qualified firms to provide landscaping, arborist, and tree trimming services in accordance with the scope of services below. Qualified respondents are invited to submit a written response outlining their qualifications, experience, and pricing for the services as described in the Scope of Services, and in accordance with the terms, conditions, and requirements set forth in the Request for Proposal (RFP). The successful proposer(s) will provide the scope of services in accordance with all applicable laws, regulations, and professional standards.

#### 1.2 BACKGROUND:

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

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

Texas Southern University is heralded as a pioneer and has distinguished itself by producing a significant number of African American students who have obtained post-secondary and advanced degrees. The university's enrollment has grown from 2,303 students to more than 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:** 7,500+

**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 preeminent comprehensive metropolitan universities. We will be recognized by the excellence of our programs, the quality of our instruction, our innovative research and creative activities, and our commitment 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

Texas Southern University is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate, master's, and doctorate degrees.

1.2 **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. 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.

1.4 **CONTRACT TERM:**

The services requested shall be provided on an as-needed basis for up to 3 years. The contract may be extended in writing prior to the expiration date of the initial term.

1.5 **ISSUING OFFICE:**

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

1.6 **DEFINITIONS:** The following is a list of generic definitions to be used only if the terms appear in the RFP:

- (a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed.
- (b) Addendum - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses.
- (c) Best and Final Offer (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposals.
- (d) Contract – The contract awarded because of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposals, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits.
- (e) Contractor – Respondent whose Proposals result in a contract with TSU.
- (f) Electronic State Business Daily (ESBD) – The Electronic State Business Daily, which is available on-line at <http://esbd.cpa.state.tx.us/>.
- (g) Gov’t Code – Texas Government Code.

- (h) Proposal(s) – The response submitted by a vendor to TSU because of this solicitation.
- (I) Respondent – Any person or vendor who submits a Proposal in response to this solicitation.
- (j) RFP – Request for Proposals, which is the type of solicitation embodied in this document.
- (k) TAC – Texas Administrative Code, which is the publication for administrative rules.
- (l) Bid – a generic term referring to formal solicitations; not necessarily an ITB.
- (m) Bidder – vendor responding to a formal solicitation.

## 1.7 **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 TSU. The Respondent also represents and warrants that entering a contract with 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 TSU. The requirement to disclose any actual or potential conflict of interest shall continue during the term of the contract and shall survive until the end of the recordkeeping requirement in 1.8. TSU will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal 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 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 TSU.

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

this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

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

## 1.8 **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 four (4) 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.

## 1.9 **INSURANCE AND OTHER SECURITY**

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

- (i) Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract; and
- (ii) Commercial General Liability Insurance, personal injury, and advertising injury with, at a minimum, the following limits: \$500,000 minimum for each occurrence; \$1,000,000 per general aggregate.

Respondent represents and warrants that all the above coverage is with companies licensed in the state of Texas, with an "A" rating from Best, and authorized to provide the corresponding coverage. Respondent 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. Respondent 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.

End of Section I

## SECTION II

### STATEMENT OF WORK

#### 2.1 SCOPE

The purpose of this RFP is to solicit a Qualified Arborist and Landscaping Company or Companies to work closely with Texas Southern University Grounds Department to provide customary Arborist, Landscaping, and Tree Trimming services throughout the University Campus; utilizing the appropriate methods that will enhance the campus natural beauty, natural lighting, shade, and organic aromas.

#### 2.2 Project Overview

Texas Southern University (TSU) seeks proposals from qualified firms that are Landscape Architects and Certified Arborists trained and equipped to safely perform tree care and landscaping services in accordance with the scope of work noted below. Respondents are invited to submit a written response outlining their qualifications and experience in accordance with the terms, conditions, and requirements set forth in the Request for Proposal (RFP). The scope of services should reflect all applicable laws, regulations, and professional standards.

#### 2.3 General Project Requirements

The Contractor shall:

- a.) Provide Arborist, Landscaping/Landscape Design, and Tree Trimming services for the entire CAMPUS as requested – both in interior and exterior boundaries (North – Cleburne Street, South Blodgett, East Scott, and West Ennis Street)
- b.) Provide Arborist, Landscaping, and Tree Trimming services in a project phase approach
- c.) All Trees Will Be Trimmed Following These Priorities
  - a. Limbs touching or overhanging buildings
  - b. Damaged or dead limbs
  - c. Limbs obstructing walkways, driveways, and parking areas
  - d. All other areas maintained by the TSU Building and Grounds Department
- d.) Prepare the areas for tree trimming, pruning, installation, and removal, stump grinding
- e.) The contract may include the application of pesticides, including insecticide and fungicide, however, must be approved by the Director of Customer Service and/or the Assistant Director of Grounds Maintenance.
- f.) Heavy equipment such as bucket trucks must be pre-approved by the Building and Grounds Department before any equipment is brought onto TSU premises
- g.) Protect the surrounding area which will be included in all Arborist and Tree Trimming Services
- h.) Provide all supervision, labor, materials, and equipment necessary to accomplish the services requested by TSU
- i.) All service workers on TSU property will be given identification badges approved by TSU.
- j.) Begin the Arborist, landscaping, and Tree Trimming services within a week after a contract is

- signed. "Notice to Proceed"
- k.) The Arborist, landscaping, and Tree Trimming services will be on an as-needed basis per the end of said agreement.

## 2.4 Quality Assurance

The Contractor shall:

- a.) Submit copies of arborist reports related to the health and conditions of trees, shrubs, flowers, and other organic plant life, notices, and similar documents to the designated TSU representative (where applicable)
- b.) Handle and store materials, such as fertilizer, pesticides, fungicide, etc., in strict accordance with the manufacturer's instruction
- c.) Submit all pertinent information to the designated TSU representative regarding any Subcontractor for approval prior to using and Subcontractor for the first time at TSU
- d.) All normal precautions associated with Landscaping, Arborist, and Tree Trimming must be taken to protect the safety of all buildings, their occupants, and the Contractor's staff.

## 2.5 Specifications and Drawings

- a.) Any or all drawings are for reference only
- b.) When a discrepancy or ambiguity arises between the written specifications and the drawings, the written specifications shall govern
- c.) The Contractor is responsible for field verification and job site conditions that may affect the cost of the project

## 2.6 Detailed Project Requirements

Services requested by TSU may include, but are not necessarily limited to, the following:

- a.) Tree, shrubs, and limb removal
- b.) Tree, shrubs, and plant installation must be approved by the Director of Customer Service for Buildings and Grounds and/or Assistant Director of Grounds Maintenance.
- c.) Pruning, controlling tree size; thinning for additional light; improving wind and storm resistance; removing excessive weight at branch ends
- d.) Preventative Health Check for trees, grass, and plants
- e.) Diagnosis for pests, diseases, and fertilizer need
- f.) Stump grinding and removal
- g.) Tree and landscape design consulting services
- h.) Cutting Requirements
  - a. All cuts will be treated with some type of paint, dope, etc., which shall be chosen for the minimal visual and destructive impact
  - b. Prior to the commencement of any work on TSU's property, all cutting equipment shall be disinfected to prevent the spread of infection or contamination
  - c. Optional Services -Planting of new trees:
    - i. Spray treatment for ball moss jeopardizing the health of trees.



- ii. Removal of ball moss when/where spraying is not feasible.
  - iii. Deep Root Feeding.
  - iv. Delivery of mulch
- i.) Trimming Height
  - a. Limbs that obstruct driveways and/or streets will be kept at a thirteen-foot (13.0') clearance
  - b. Limbs that obstruct pedestrian traffic will be kept at a minimum seven-foot two-inch (7.2') minimum clearance
  - c. Limbs that obstruct vehicle parking will be kept at a minimum seven-foot, two-inch (7.2') clearance
- j.) Sucker Growth Removal
  - a. Sucker growth will be removed during the annual visit from all trees on properties maintained by TSU
- k.) Emergencies
  - a. Limbs or trees that may fall or create a hazardous situation
  - b. Response time must be within two (4) hours of the initial contact from a TSU employee regardless of city or area-wide damage
  - c. Work involved in an emergency will be completed to the point of providing safe conditions as agreed upon by TSU and Contractor. The number of hours involved will need to be determined by the vendor and approved by TSU Building and Grounds, Director of Customer Service, or Assistant Director of Grounds Maintenance or designee. The balance of the work can be completed during normal working hours defined as Monday through Friday, between 7:00 a.m. and 6:00 p.m. – Weekends may be considered, but must be approved.
- l.) Trees to be trimmed as requested by TSU to mitigate the blocking sight lines for Cameras and Lighting are listed below:
  - a. GRAY HALL
    - i. 102 –SGH – NE Corner (By 109):
      - 1. Camera 02 – Cleburne Side Basement Entrance
      - 2. Camera 03 – Cleburne Side Basement Entrance
      - 3. Camera 04 - Cleburne Side Basement Entrance
    - ii. 102-SGH – North Wall Corner (by 142):
      - 1. Camera 01 – Cleburne Side
      - 2. Camera 02 – Cleburne Side
      - 3. Camera 03 – Cleburne Side
    - iii. 102 – SGH – NW Corner (By 166):
      - 1. Camera 03 – Lots A/B Entrance
      - 2. Camera 04 – Lots A/B Entrance
    - iv. 102 - SGH – SW Corner (By 152):
      - 1. Camera 01 Post Office/ Tiger Walk
      - 2. Camera 03 Post Office/ Tiger Walk
  - b. AIRWAY SCIENCE
    - i. 106 - AWS – EXIT PARKING LOT SIDE (125):
      - 1. Camera 03 Lot A

- ii. 106 - AWS Exit Corner P Master Off:
  - 1. Camera 01 Post Office/Tiger Walk
  - 2. Camera 03 Post Office/ Tiger Walk
- c. BIGGERS ART
  - i. 107 – BAC – Back Exit SE (Transfer Yard) Back Facing Tap Trail
  - ii. 107 - BAC Exit South Entrance (Rm 104)
    - 1. Camera 04 – Facing Lot L Entrance
- d. REC CENTER
  - i. 111-SRC -Exit Front Tiger Walk:
    - 1. Camera 01 (Tiger Walk/Bike Rails)
    - 2. Camera 04 (Tiger Walk/Bike Rails)
  - ii. 111 -SRC – Side View Parking/Field House:
    - 1. Camera 01 Lot F Durley/ FH
    - 2. Camera 03 Lot F Durley/FH
- e. EARL CARL
  - i. 116-ECI NW Corner (Walk Path)
    - 1. Camera 03 Tap Trail @ Benches
- f. LANIER WEST
  - i. 130 – Lanier West Exit Tiger Walk View:
    - 1. (Bell) Camera 01 – Tiger Walk Side
    - 2. (Paige) Camera 03 – Tiger Walk Facing Education
    - 3. (Paige) Camera 04 – Tiger Walk Side
  - ii. 130- Lanier West Main Entrance (Sterling):
    - 1. Camera 01 – Facing Student Center Side
- g. KTSU
  - i. 136 – KTSU Exit NE Corner
    - 1. Camera 04 – Facing Lot M
  - ii. 136 – KTSU Exit North Wall
    - 1. Camera 03 – Facing Back of Bell
- h. EDUCATION
  - i. 149- Paige Edu. Lot 1 Exit SE Corner
    - 1. Camera 04 Tiger Walk & Lanier West
- i. WAREHOUSE
  - i. 152 – WH&R – Exit Blodgett/Receiving Door
    - 1. Camera 04 Blodgett Side
- j. NABRIT SCIENCE
  - i. Trees on the southwest corner of the building covering the camera

m.) Tree Removal

- a. The Contractor shall contact TSU Building and Grounds, Director of Customer Service and/or Assistant Director of Grounds Maintenance or designee prior to removal of such trees so that he/she may ensure proper procedures are followed prior to continuing with removal of dead and/or diseased trees, as well as, those killed by lightning.
- b. When trees are removed the stump shall be grounded below grade level

- n.) Tree and Tree Parts Disposal
  - a. The Contractor shall ensure that all cuttings, limbs, stumps, etc., are removed from TSU property at the time of their removal.
  - b. NOTE: Special arrangements may be made for the dumping of mulched material for use by the TSU Grounds Department by contacting the Assistant Director of Building and Grounds
  - c. All concrete and paved areas shall be cleaned and left as they were before work was initiated
  - d. All turf areas shall be cleaned and left as they were before work was initiated

## 2.7 Housekeeping and Cleaning

- a.) At all times during the process and upon completion of work, the Contractor shall keep all areas clean by removing and disposing of empty containers, trash, and debris from the work site.
- b.) The Contractor will be responsible for the cleanup of all spills by contractor personnel.

## 2.8 Temporary Facilities, Utilities, and Operations

The Contractor shall:

- a.) Provide temporary protection for adjacent areas not being worked, to prevent contamination by oils, fuels, pesticides, fungicide, and non-bioenvironmental freely chemicals and debris
- b.) All electrical (above or underground, electronic, and/or specially coated equipment and/or surfaces), under-ground power lines, sprinkler systems, piping, and plumbing lines shall be protected from potential damage that may result from Arborist and Tree Trimming services
- c.) The Contractor is directly responsible for providing and placing barricades and approved traffic control devices, including advance signage if necessary, to ensure pedestrian safety and prevent damage to buildings or vehicles
- d.) Any physical disturbance to non-approved landscape area(s) (including flower beds, signage beds, trees, and turf) must be repaired/restored to original condition. Any disturbance of landscape mulch or damaged turf must be corrected

## 2.9 Contractor Supplies and Equipment

- a.) The total bid price for the services specified herein shall include all costs to the Contractor for furnishing all equipment (Contractor-owned and/or rental power chain saw, spades, stump grinder, tools, safety equipment, ladders, scaffolds, hanging platforms, man-lifts) and supplies (except where noted below) necessary to carry out the Arborist and Tree Trimming services. All equipment and supplies used must be capable of performing all operations in accordance with specifications
- b.) All materials and equipment will be removed from the work area when not in use unless given permission to leave in place by TSU. The contractor's materials and equipment will be the responsibility of the Contractor and should be stored in a safe place, such as, a storage trailer, or if available, neatly stored in a secure location identified by the designated TSU representative

## 2.10 Safety Data Sheets

Prior to starting, the Contractor must provide Safety Data Sheet (SDS) for all potentially hazardous products provided by the Contractor and used on site  
Safety

- a.) All work will be conducted in accordance with OSHA and all other applicable federal, state, and local regulations. The Contractor will also comply with TSU Safety Guidelines and Rules, and TSU Operation Standards
- b.) When working above any area where people might cross below, Contractor must neatly and professionally cordon off area(s) using commercially produced barricades equipment or fencing (e.g. no buckets, ropes, wood stakes) and post professionally-fabricated signs (e.g. no handwritten/stenciled or spray-painted signs) for indicating the area(s) is/are closed to pedestrian traffic. Signs must be the efficient size with specific wording to clearly indicate that work is occurring above
- c.) Should barricading alone prove ineffectual in keeping pedestrians from entering these closed areas, the Contractor must post an employee to direct pedestrians around the work area
- d.) Work shall be done in such a manner to create a safe working and walking environment, always, for occupants of the work area. Work shall be done in a manner as to be of little disruption to campus occupants. Work shall be done in a manner that does not compromise the security of the work area or the occupants

## 2.11 Personnel

- a.) Contractor shall have in their employ, or under their control, qualified and competent personnel to perform work promptly and in accordance with contract schedules. Crew Members shall
  - i. Have a minimum of two years of experience within the last three years
  - ii. Have the knowledge to develop and implement the service requirements in this solicitation.
  - iii. Have a crew member qualified to operate a truck-mounted aerial device bucket and possess a valid class "B" CDL License with airbrake endorsement
- b.) The Contractor shall utilize, on this contract, only workers that are skilled in the tasks to which they are assigned. The Contractor warrants to TSU that the workmen used on the job are regularly employed by the contracting company or the Subcontractor's company or companies. Further, the Contractor warrants that craftsmen skilled in the trades necessary to complete the work will perform all work done on the job. Laborers and unskilled workmen will not be used under any circumstances to perform tasks requiring a skill
- c.) TSU reserves the right to question the use of an employee whom TSU feels is unskilled or untrained on a task that requires a skill. If the Contractors intends to use laborers or unskilled workmen on any aspect of the contract, the Contractor must furnish a list of the tasks to be performed by said laborers and unskilled workmen in their bid
- d.) TSU retains the right to require the reassignment of an employee or employees as TSU may deem necessary. Reasons for this request may be but are not limited to poor work performance, incompetence, carelessness, or otherwise objectionable behavior. The request for reassignment is in no way a call for dismissal. It is just a request for the individual to be reassigned away from TSU

facilities.

- e.) If the Contractor is requested to replace any employee, the loss on the job shall be the responsibility of the Contractor and shall not be an acceptable reason for requesting extensions of the completion deadline or task assigned under this contract
- f.) Contractor crews will be working on a drug-free campus (no illegal substances or products) Contractor will be required to remove any worker who violates the drug-free campus rule or any employee who reports to the job manifesting evidence of alcoholic beverages or illegal drug use

## 2.12 Supervision

- a.) The Contractor shall provide all supervision on-site to coordinate and inspect the work. There will be a supervisor or point-of-contact (working foreman is acceptable) readily available to the designated TSU representative when work is being performed
  - a. FOREMAN: A foreman with a minimum of three years of experience within the last five years operating equipment used in landscaping, tree trimming, removal and pruning operations
  - b. ISA CERTIFIED ARBORIST: The arborist shall
    - i. Have a minimum of three years' experience within the last five years in project management or similar services
    - ii. Be certified through ISA
- b.) The Contractor shall provide all supervision on-site supervisor/foreman shall check-in with designated TSU representative daily (in person or by telephone) prior to starting work. The on-site supervisor/foreman will also contact the designated TSU representative for inspection after completing the work or leaving for the day

## 2.13 **Scheduling and Coordination of Work**

TSU will schedule and coordinate all activities and work being performed on TSU campus. Contractor's superintendent/manager will personally contact authorized TSU's staff member before the start of any work on campuses and/or the delay of any equipment or materials to coordinate the TSU's schedules and other work being performed on campus.

The Contractor shall contact the Assistant Director of Building and Grounds or designee, to set up the best time for work to be done so that the least obstruction to TSU routine operations will occur. TSU will provide Contractor with relevant telephone numbers and contacts.

It is expected that your firm has the current capabilities and capacity to complete the project by the date listed in the project schedule.

- a.) The Contractor will be responsible for coordinating the work of all trades provided under this contract
- b.) TSU is a twenty-four (24) hours a day, three hundred and sixty-five (365) days a year operation. The designated TSU representative must approve any work scheduling that will interfere with the normal operation of the facility, students, or its personnel
- c.) All tasks are to be performed in a workman like manner, in accordance with industry

- standards and acceptable trade practices for all trades involved
- d.) After awarding the contract to the selected Contractor(s), a detailed schedule (start and completion) for each building, parking lots, sidewalks, and curbs must be submitted before the start of any work, to notify the occupants of the buildings and users of the parking lots, and sidewalks in a timely manner.

#### 2.14 Performance

- a.) TSU requires quality work performed in a competent manner. All Contractor workers shall be required to meet contract specifications with no prompting or direction from TSU staff
- b.) TSU will be the sole judge concerning the merits or products, materials, and/or service(s) provided in accordance with specification set forth in this document, or if it is determined the Contractor is operating in violation of federal, state and local applicable laws and ordinances. No latitude will be given for failure to perform properly.
- c.) The Contractor will correct or cause to have corrected any substandard work as requested by TSU prior to the conclusion of the corresponding work order
- a. An unsatisfactory performance determination includes, but is not limited to:
- i. One-service “call back” to correct the same problem within 30 calendar days.
- ii. One instance within one year of vendor personnel assigned to an authorized service call not having the state license and certification required to diagnose the problem and perform the repair
- iii. One instance within one year of response time, as defined in this specification, to an authorized service call exceeding the two-hour limit

NOTE: Unsatisfactory performance may result in a negative vendor performance report, cancellation of the purchase order, or both

- d.) An exceptional performance determination includes, but is not limited to
- a. Deliverables made early upon TSU member request
- b. Additional trimming, pruning, or removal service(s) suggested and accepted at no additional cost to TSU
- c. Vendor commended for exceptional customer service; exceptional service provided
- e.) No notice of completion, delivery memo, invoice or other documents will be signed, or approvals of any type give for any part of the job or delivery of any equipment or materials, except by the designated TSU representative.
- f.) Work may be performed during normal working hours if it does not interfere with pedestrian traffic or other functions in the work area. However, bidders should price accordingly for the bulk of tasks to be performed after business hours and on weekends

#### 2.14 Identification

- a.) Contractor personnel will always be in a uniform displaying the company logo and will always display their TSU identification badge (if issued by TSU) while on TSU property.
- b.) Contractor will immediately retrieve and return TSU identification badges (if issued) for personnel that have been terminated from employment or all badges at the end of the contract

## 2.15 Waste

- a.) The Contractor is responsible for all waste generated by the work. TSU will provide access to one specific solid waste dumpster (Not other temporary dumpsters belonging to other Contractors).
- b.) Containers holding hazardous waste or holding potentially hazardous materials residue (even rinsed out) will not be allowed in this or any other on-campus waste receptacle. Any violation of these conditions will result in the Contractor being required to remove “ALL” future waste products of any kind from “ALL” TSU trash/dumpster receptacles and disposed of off-campus in accordance with all applicable federal, state, and local laws and regulations

## 2.16 Use of Property

- a.) There will be no office, storage, or disposal space provided to the Contractor
- b.) The TSU Representative will provide the Contractor or Subcontractor with designated parking. Contractor vehicles are required to park in the designated parking areas that are available on the Campus

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, the 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 – Letter of Interest
- Criterion 2 – Experience and Qualifications
- Criterion 3 – Scope of Services
- Criterion 4 - Schedule
- Criterion 5 – Cost
- Criterion 6 - References

#### 3.2 CRITERION 1 – LETTER OF INTEREST

A maximum **two-page letter** of interest that includes a synopsis of the firm, business principals, distinguishing characteristics, approach to completing this project, and primary contact information, and signed by the principal-in-charge.

#### 3.3 CRITERION 2 – EXPERIENCE AND QUALIFICATIONS

1. Identify the individual who will be the main point of contact and the team responsible for providing services for the duration of the project. Consultant shall not change or substitute these individuals without prior approval. The Owner reserves the right to determine the acceptability of these individuals
2. Provide proofs of certification for the ISA-certified arborists and licensed landscaper on your staff
3. Contractor must have a minimum of five (5) years of experience
4. Provide all lead team members experience and responsibilities, including resumes. Provide background information including education, professional titles, related qualifications, specific roles in past projects
5. Describe your firms experience with providing Arborist, landscaping and tree trimming, highlighting any projects with similar size and scope to the proposed project.
6. Provide your firms organization structure and responsibilities that will identify how your company will properly fulfill service requirements in multiple locations simultaneously
7. Provide a list of equipment that will be utilized to fulfill service requirements
8. Have all local, state, and federal licenses applicable to complete this service.



9. How does your firm provide an in-depth cost evaluation of proposals, fees, and budgets?
10. Show your ability/approach to organize, develop, and maintain project schedules.
11. Based on your current workforce and staffing in addition to the number of projects your firm currently has under contract or in negotiation does your firm have the capacity to complete this project?
12. This project requires the Candidate to carry, at a minimum, general liability insurance and worker's compensation according to State laws.
13. Provide description of any lawsuits or claims including status and resolutions.
14. Identify any other unique challenges/approaches that you have experienced that will assist the Owner with a successful project.
15. What does your firm do to ensure a safe working site?

### **3.4 CRITERION 3 – SCOPE OF LANDSCAPING, ARBORIST AND TREE TRIMMING SERVICES**

Texas Southern University (TSU) seeks proposals from qualified firms who are Landscape Architects and Certified Arborists trained and equipped to safely perform tree care and landscaping services, such as, landscape design, planting, major tree trimming, pruning, stump grinding, which includes removal and disposal on an as needed basis Campus-Wide.

#### 1. Project Understanding

In this section, the Proposer should describe the project for which your firm would like to be evaluated on and your firm's understanding of the project. It will also important for the Proposer to identify and describe any foreseeable potential problems and methods to mitigate those problems with specifically proposed solutions.

#### 2. Project Management

- Describe service approach you plan to use and how quality of service will be measured for this project.
- Describe your plan to maintain effective communication with TSU.
- Describe your controls and methods for managing change orders
- Describe your management philosophy, controls, techniques, etc.
- Explain your understanding, knowledge, and experience in local landscape and arborist markets.
- Describe your history of successful and timely project completions and your proposed schedule and management plan for this Project
- Describe your quality control plan, safety plan and dispute resolution management approach.

- Describe the types of reports or other written documents will be provided and the frequency of reporting. Proposer will include samples of reports and documents if appropriate.

#### 3.4 CRITERION 4 – SCHEDULE

- Provide a detailed schedule, including milestones, from the notice to proceed date through post-occupancy services.
- Provide reasoning, in this section, for any modifications or alterations your firm wishes to make to the recommended project schedule

#### 3.5 CRITERION 5 – REFERENCES

Provide a comprehensive list of ALL school projects or similar projects completed or begun within the last 5 years, with contact information, along with a project description. Identify in the reference list which projects this team has performed collectively. The Owner reserves the right to check additional references beyond those provided in the submittal

#### 3.6 CRITERION 5: Fee Structure

Detailed fee proposals shall include the following:

- ✓ Lump sum fee.
- ✓ Detailed statement of work.
- ✓ Confirmation that all scope items from the original RFP will be addressed.
- ✓ Any exclusions with explanations.
- ✓ Breakout of fee by phase.
- ✓ # of hours anticipated.
- ✓ # of people anticipated.
- ✓ Other resources.
- ✓ Breakout of anticipated reimbursables included in the lump sum fee proposal.
- ✓ Hourly rates for all personnel involved in the project.
- ✓ Number of site visits anticipated to complete the work.
- ✓ Breakout of fees for any non-required scope proposed.

Description of Services	Hourly Rate
Tree Pruning	
Tree Trimming	
Complete Tree, Shrubs, Plant Removal	
Tree, Shrubs, and Plant Installation	
Stump Grinding and Removal	
After Hours or Emergency Services	
Air Spade Services	
Tree Cabling and Bracing	
Tree Protection during Tree Services Performed	
Landscape Design	
Total	\$

The negotiated fee is anticipated to include all costs including reimbursables for the project resulting in a “lumpsum” format contract.

If the apparent winner’s fee exceeds the Owners budget and if subsequent negotiations with the apparent winner are unsuccessful, the Owner reserves the right to negotiate with the next highest-scoring Candidate.

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 Posting Date	June 09, 2022
Site Visit/Pre-Proposal Conference	June 15, 2022
Deadline for Submission of Questions	June 17, 2022
Response to Questions	June 22, 2022
RFP Submission	July 06, 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 TSU Purchasing website. It is the responsibility of interested parties to periodically check the ESBD and/or TSU Purchasing website for updates to the RFP prior to submitting a Proposal. The Respondent's failure to check either 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 SITE VISIT/PRE-PROPOSAL CONFERENCE:

A pre-qualification conference will be held on Wednesday, **June 15, 2022 @ 10:00 a.m.** at Texas Southern University, Hannah Hall, Conference Room 129, 3100 Cleburne Street, Houston, TX 77004. All Proposers' are highly encouraged to attend the pre-qualification conference and are to meet promptly at the above date and time.

- 4.4 PROPOSAL REQUIREMENTS:

- a) Submissions: Respondents shall submit one (1) original and five (5) copies of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal. Please submit a flash drive version as well. Please ensure that the entirety of your Proposal is contained on the flash drive as the information on the drive will serve as the original and official version of your Proposal and will be the only copy, we keep on file.
- b) Format of Proposals - Firms will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:

Introduction Letter (2-page maximum)	
Tab 1: Criterion 1	Letter of Interest
Tab 2: Criterion 2	Experience and Qualifications
Tab 3: Criterion 3	Scope of Services
Tab 4: Criterion 4	Schedule
Tab 5: Criterion 5	Reference
Tab 6: Criterion 6	Fee/Cost

Execution of Offer  
Addenda

- c) 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.
- d) TSU will not consider any Proposal that bears copyright. Proposals will be subject to the Texas Public Information Act (PIA), Texas 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’s 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 on each page it appears. Such marking shall be in boldface type at least 14-point font.

4.5 INQUIRIES:

- a) All inquiries shall be submitted in writing (Word format) via email to Mr. Scaffers Ward at [scaffers.ward@tsu.edu](mailto:scaffers.ward@tsu.edu) by **Thursday, June 09, 2022, by 12:00 p.m. Noon** Central Time; the date listed as the deadline for submission of questions as specified in Section 4.1 above.
- b) All inquiries will result in written responses with copies posted to the Electronic State Business Daily, available at <http://esbd.cpa.state.tx.us>; and to TSU Purchasing website. If a Respondent does not have internet access, a copy of all written responses may be obtained through the point of contact listed above.

- c) Except as otherwise provided in this Section, upon issuance of this RFP, other employees, and representatives of TSU will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.
- d) If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP, and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket exception' to this entire RFP. If any Respondent takes a blanket exception to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

4.6 **PROPOSAL SUBMISSION:**

- a) All Proposals shall be received, and time recorded at TSU prior to the stated deadline date specified in the Schedule of Events above. TSU reserves the right to reject late submittals.
- b) Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is the Respondent's responsibility to appropriately mark and deliver the Proposal to Mr. Sceffers Ward by the specified date. A United States Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site receipt confirmation **WILL NOT** be accepted.
- c) Telephone, email, oral and facsimile Proposals will **not** be accepted.
- d) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

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

**Mr. Sceffers Ward**  
**Buyer**  
**TSU Purchasing**  
**Email: [sceffers.ward@tsu.edu](mailto:sceffers.ward@tsu.edu)**  
**Email: [procurement@tsu.edu](mailto:procurement@tsu.edu)**

#### 4.8 DELIVERY OF PROPOSALS:

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

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

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

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

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

#### 4.9 PROPOSAL OPENING:

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

(a) All submitted Proposals become the property of TSU after the RFP submittal deadline. The submitted Proposals and accompanying documentation will not be returned.

(b) Proposals submitted shall constitute an offer for a period of one hundred twenty (120) days or until selection is made by TSU, whichever occurs earlier.

#### 4.10 PROPOSAL EVALUATION AND AWARD:

a) TSU shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas, as defined by Texas Government Code, Section 2155.074.

b) A committee will be established to evaluate the Proposals. The committee will include employees of TSU, and other persons invited by TSU to participate.

c) TSU reserves the right to award contract(s) without any negotiations and reserves the right to make no awards.

d) TSU reserves the right to award the contract among multiple firms.

e) Additional services may be required during the performance of this project. If so, the successful firm(s) agrees to negotiate an amendment to the awarded contract.

f) The evaluation committee will evaluate and rank proposals to determine best value in accordance with the following criteria and assigned weighted values:

<b>Criteria</b>	<b>Value</b>
CRITERION 1: Letter of Interest	05
CRITERION 2: Experience and Qualifications	25
CRITERION 3: Scope of Services	25
CRITERION 4: Schedule	20
CRITERION 5: References	05
CRITERION 6: Fee/cost	20
<b>Total of Weighted Value</b>	<b>100</b>

g) The evaluation committee will determine if Best and Final Offers (BAFO) are necessary. Award of a contract may be made without a BAFO. A request for a BAFO is at the sole discretion of TSU and will be extended in writing.

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

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

#### 4.12.1 STATEMENT OF PROBABILITY

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

4.12.2 Respondent's HUB Subcontracting Plans must be attached separately in a sealed envelope clearly



labeled “HUB Subcontracting Plan” and must have the name of the project and the bid number clearly marked on the outside of the sealed envelope.

4.12.3 Refer to Policy on Utilization of Historically Underutilized Business for a detailed list of attachments required with the HSP available at

<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

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

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

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

4.15 **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFP shall be at the sole risk and responsibility of the respondent.

4.16 **VENDOR PERFORMANCE:** In accordance with Texas Government Code, 2155.074 and 2155.75, vendor performance may be used as a disqualification factor in the award. Vendor performance information on the Controller of Public Accounts website may be accessed at: [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/).

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

4.17 **COMPLIANCE WITH LAW:** Respondent is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR60-1 and 60-

2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991, Texas Southern University Policies, and all laws and regulations and executive orders as are applicable.

End of Section IV

## EXHIBIT

### EXECUTION OF PROPOSALS

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

**By signature hereon, Respondent certifies that:**

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

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

Neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent or anyone acting for such firm, corporation, or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.

Under Government Code § 2155.004, no person who prepared the specifications or this RFP has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this RFP shall be immediately terminated. Furthermore, under Section 2155.004, Government Code, the vendor/respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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

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

Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Name: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_

Under Government Code § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of 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), <https://sam.gov/content/home>, 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 follows 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://sam.gov/content/home>.

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

**PREFERENCES**

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other
- Foods of Higher Nutritional Value

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

RESPONDENT (COMPANY): \_\_\_\_\_

SIGNATURE (INK): \_\_\_\_\_

NAME (TYPED/PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TEXAS IDENTIFICATION NUMBER (TIN): \_\_\_\_\_

**EXHIBIT 2**

**CAMPUS TOP VIEW MAP**

**The following are provided for informational purposes regarding the project:**