



TEXAS SOUTHERN UNIVERSITY

Return Bid to:

Texas Southern University Post Office
Procurement Services – Purchasing
3100 Cleburne Street
Houston, TX 77004

ITB Number: 717-23-706, Pest Control Services

ISSUANCE DATE: Friday, October 28, 2022

OPENING DATE: Tuesday, November 22, 2022

OPENING TIME: 11:00 a.m. Central Time

Texas Vendor ID or FEI No.

COMPANY NAME

ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

EMAIL ADDRESS

AUTHORIZED SIGNATURE

DATE

TYPE OR PRINT NAME OF SIGNER

E-MAIL ADDRESS

QUOTE F.O.B. DESTINATION PREPAID & ALLOWED

DELIVERY TIME ___ DAYS

TERMS OF PAYMENT: NET ___ DAYS

FREIGHT CHARGES: included

If quoting other than F.O.B. Destination Prepaid and Allowed, indicate all freight charges.

TOTAL AMOUNT OF BID:

\$

Under Section 231.006, Family Code, the Vendor certifies that the individual or business entity named in this contract, offer, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

If the paragraph above is applicable, provide names and social security number of each person with at least 25% ownership. Vendors that pre-registered this information on the Texas Procurement and Support Services Centralized Master Bidders List have satisfied This Vendor agrees to comply with all conditions shown on this form.

FAILURE TO MANUALLY SIGN WILL DISQUALIFY BID

Check below if preference is claimed under Rule 1 TAC 113.8

- [] Produced in Texas and/or Texas bidder
[] Texas agricultural products
[] USA produced supplies, materials or Equipment
[] Historically Underutilized Business Certified by the TX Procurement & Support Services
[] Products of persons with mental or physical Disabilities
[] Products made of recycled materials
[] Energy efficient products

Invitation to Bid # 717-23-706

Pest Control Services

Texas Southern University desires to enter a contract awarded to the company(s) offering the most advantageous proposition to the institution. Bids must be plainly marked on the envelope container or package, with the offer number and opening date.

Texas Southern University (TSU) is a comprehensive, special-purpose institution providing higher education access to the nation's underserved communities. TSU's academic and research programs address critical urban issues and prepares its diverse student population to become a force for positive change in a global society. TSU offers more than 100 undergraduate and graduate programs and concentrations – bachelor's, master's, doctoral and professional degrees – organized into 10 colleges and schools on a 150-acre campus nestled in the heart of Houston's historic Third Ward. The University's enrollment has a population of more than 10,000 undergraduate and graduate-school academic candidates. TSU has been a distinguished educational pioneer since 1927, and the University has become one of the most diverse and respected institutions in Texas. TSU has positioned itself as a proactive leader in educating underserved students and many who are the first in their family to attend college.

Sealed bids will be received by the Purchasing Department, and opened at **11:00 a.m.; Thursday, November 22, 2022**, at Texas Southern University, Procurement Services, 3100 Cleburne, Room 333E; Houston, Texas, 77004.

BID DELIVERY

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

Please note, due to the Coronavirus (COVID-19) pandemic there will be some amendments in the delivery of all bids 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>

Social distancing and personal protective equipment mandates are still in effect. Your package should be packaged tightly with a business card affixed to it. A TSU representative will be in place to monitor the deliveries the day of the closing. To practice social distancing, there will be no pre-bid meeting or reading of solicitations.

We want everyone to Work Safe and Stay Safe. If you have any questions, please email the Texas Southern University contact stated in the bid. We want to thank you for your cooperation, understanding and patience.

If your bid is not submitted by the deadline, your response will be late and not accepted.

OWNER: Texas Southern University
3100 Cleburne St
Houston, TX 77004

BUYER OF RECORD: Sceffers Ward, Interim Director of Purchasing
3100 Cleburne St,
Hannah Hall Ste 333
Houston, TX 77004
Sceffers.Ward@tsu.edu
Phone 713-313-7887
Facilitator of ITB and Primary Contact

PROJECT: University Pest Control Services
LOCATION: 3100 Cleburne St, Houston, Texas 77004

PREPROPOSAL MANDATORY CONFERENCE: **NONE WILL BE HELD FOR THIS ITB**

DEADLINE FOR Q&A: DATE AND TIME: Thursday, November 3, 2022, at 12:00PM noon. Questions are to be e-mailed directly to the Buyer of Record. **You are not to contact the Project Manager or Consultant with questions.**

BLACK OUT PERIOD: Thursday, November 3, 2022, at 12:01PM. No additional questions will be answered via any format at this time. **NO EXCEPTIONS, CONTINUOUS REQUESTS DURING THIS PERIOD THROUGH CONTRACT AWARD MAY LEAD TO IMMEDIATE DISQUALIFICATION.**

PROPOSAL DATE: AND TIME: Tuesday, November 22, 2022 @ 11:00AM

LOCATION OF PROPOSAL OPENING: **NONE WILL BE HELD FOR THIS ITB**

ADDITIONAL COPIES

Texas Southern University requests that bidders submit one (1) paper **original** and one (1) paper copy of bid response. Please clearly mark the original copy of your offer. Please also send a flash drive version of your entire bid response.

EQUAL OPPORTUNITY

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

NON-DISCRIMINATION

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered onto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PUBLIC INFORMATION

TSU considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded. Respondents are hereby notified that the University strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of ITB information.

WAIVER OF INCONSISTENCIES

The University reserves the right to waive any and all minor technical inconsistencies in evaluating the proposal responses.

INCURRED EXPENSES

Any and all expenses incurred in response to this proposal are entirely the responsibility of the contractor. Neither the University, nor the State of Texas, is liable in any manner.

EQUIVALENT SUBSTITUTES

These specifications are used to show a level of quality and workmanship that we require of the items in the bid, but they are not exclusive. We will consider alternative manufacturers, types, makes and models. We reserve the right to determine to what degree any substitute item is equal to and/or equivalent to the items specified.

INQUIRIES / QUESTIONS

All inquiries shall be submitted in writing (in Word format) via e-mail to Mr. Sceffers Ward at sceffers.ward@TSU.EDU by **12:00 PM, CENTRAL STANDARD TIME, ON WEDNESDAY, October 26, 2022**; the date listed as the deadline for submission of questions as specified above. **THE UNIVERSITY BLACKOUT PERIOD WILL BEGIN AT 12:01 PM ON WEDNESDAY, OCTOBER 26, 2022. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED BY PHONE, MAIL OR E-MAIL AFTER THAT TIME THROUGH CONTRACT EXECUTION. ANY ATTEMPTS MADE IN THAT REGARD TO CONTACT THE OWNER, CONSULTANT(S), PROJECT MANAGER, ETC., DURING THE BLACK-OUT PERIOD MAY RESULT IN IMMEDIATE DISQUALIFICATION.**

All inquiries may result in written responses posted to the Electronic State Business Daily, available at <http://www.txsmartbuy.com/esbd>, and the TSU Purchasing website.

ADDENDA, CHANGES AND MODIFICATIONS TO THIS BID

It is the bidder's responsibility to periodically check the Electronic State Business Daily Website and the TSU Purchasing website up until the offer opening time for any changes, modifications, or addenda to this offer. Receipt of all addenda to this ITB should be acknowledged by returning a signed copy of each addendum with the submitted Bid. Failure to do so could result in an offer submission that cannot be considered

REFERENCES

Vendors responding to this bid must be prepared, if asked pre-award, to submit a list of at least three references your company has successfully provided products for projects of this type and magnitude. The list must include the client's name, address, telephone number, a contact person, and a brief description of the particular type of project completed. The University shall not be confined to this list if it deems further reference investigation necessary.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN:

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 state 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.

Indicate HUB status of prime respondent and/or each subcontractor, if any.

Consideration in the analysis of this ITB will be given to respondents qualifying and whose proposal is determined by the University to be economically advantageous.

Submitters who wish to be considered as a HUB and non-minority respondents who utilize certified Minority Business as subcontractors for purposes of this solicitation must provide documentation with their proposal as referenced in the HUB Subcontracting Plan.

The Performing Party further agrees to obtain and provide proper and necessary HUB certification or to make a good faith effort to the total value of all purchases and contracts to certified HUBs.

Indicate the percentage of HUB participation that the prime Respondent commits to achieving in any project assigned under this ITB.

List each HUB subcontractor and the estimated percentage of total.

Must be provided as a requirement of State mandates regardless of the amount of the contract.

The Hub Sub-Contracting Plan may be located on the Texas State Comptroller of Accounts website at <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

In accordance with Gov't Code §2161.252, Texas Southern University has determined that subcontracting opportunities are possible under this contract; therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), **must** submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

SUBCONTRACTORS

Subcontractors providing services under a Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

AWARD

Texas Southern University intends to award in such a way as to gain the greatest benefit to the result of this project and therefore the University. Texas Southern University will be the sole judge of what constitutes the most advantageous proposition to the University.

CRITERIA FOR AWARD

The evaluation of the bid will include the overall response to the bid, and will include, but is not limited to the "Best Value Standard for Purchase of Goods or Services" and any other factor Texas Southern University deems relevant. The University must be confident that their needs can be met. The University will evaluate and make the award on the offer that is determined to be the best value to the University based on the criteria listed below. All bids must be complete and convey all the information requested to be considered responsive.

Considerations for award of this contract will include the factors in accordance with Government Code 2155.074. Best Value Standard for Purchase of Goods or Services are as follows:

- (a) For a purchase of goods and services under this chapter, each state agency, including Texas Southern University and shall purchase goods and services that provide the best value for the state.
- (b) In determining the best value for the state, the purchase price and whether the goods or services meet specifications are the most important considerations. However, the Texas Procurement and Support Services or other state agency may, subject to Subsection (c) and Section 2155.075, consider other relevant factors, including:
 - (1) Proposed costs
 - (2) Stability and success of contractor's business
 - (3) Quality and reliability of the goods and services
 - (4) Delivery terms and proposed transition plan
 - (5) Indicators of probable contractor performance under the contract such as past contractor performance, the contractor's financial resources and ability to perform, the contractor's experience or demonstrated

capability and responsibility, and the contractor's ability to provide reliable maintenance agreements and support
(6) Other factors relevant to determining the best value for the state in the context of a particular purchase

Added by Acts 1997, 75th Leg., ch. 1206, § 6, eff. Sept. 1, 1997.
Amended by Acts 2001, 77th Leg., ch. 1422, § 14.16, eff. Sept. 1, 2001.

PUBLICITY

Contractor agrees that it shall not publicize this Contract or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

TERM

A multi-year contract of three (3) years will result from this solicitation. There will be an option to renew for two (2) additional single years. Renewal will be based on vendor's performance.

VENDOR PERFORMANCE BEFORE AND AFTER AWARD

In accordance with Texas Government Code §§ 2155.074 and 2262.055, vendor performance may be used as a disqualification factor in the award of any contract resulting from this solicitation.

Texas Southern University may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (VPTS) as authorized by 34 Texas Administrative Code § 20.108, TSU may examine other sources of Respondent performance including notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. These sources of Respondent 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 these examinations of Respondent's performance based upon media reports. Any investigations are at University's sole discretion, and any negative findings, as determined by Texas Southern University may result in a non-award to Respondent. Information pertaining to VPTS is located on CPA's website at:
http://www.window.texas.gov/procurement/prog/vendor_performance/.

Additionally, per Texas Government Code § 2155.089, the University will review successful Respondent's performance under a contract resulting from this solicitation after the contract is completed or otherwise terminated. These reviews and any resulting classification grades will be posted on the Vendor Performance Tracking System as noted in Texas Government Code § 2262.055.

SEVERABILITY

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

GOVERNING LAW

This Contract, including, without limitation, this ITB and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

HOUSE BILL 1295

The awarded vendor will be required to submit the State of Texas House Bill 1295 certificate for Interested Parties, unless you are a publicly traded company. Please familiarize yourself with this procedure as it will be required of the awardee.

FIRM PRICING

Prices contracted for are to be guaranteed firm pricing for ninety (90) days.

BRAND NEW

All items must be brand new and in current production, not used nor refurbished.

TERMINATION FOR FAILURE TO MEET SPECIFIED DELIVERY

Should the contractor consistently fail to meet the specified delivery, Texas Southern University reserves the right to cancel upon 10-days written notice. Texas Southern University specifically reserves the right to purchase these items elsewhere when delivery cannot be met, and Texas Southern University deems it necessary to override the contractual agreement.

RIGHT TO TERMINATE

The University reserves the right to terminate this contract or any portion thereof on thirty (30) days written notice. Grounds for cancellation shall include, but are not limited to the following:

- 1) Failure to provide timely prompt service, and
- 2) Failure to provide quality products.

The University shall be the sole judge of acceptable service as indicated above.

TERMINATION

For termination, which is not based upon cause, thirty (30) day written notice shall be given to the contractor.

AMENDMENTS

This Contract may be amended only upon written agreement between Texas Southern University and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void.

WARRANTY/GUARANTEE CLAUSE

Acceptance of a contract by a bidder shall include acceptance of the following guarantees:

- Any items rejected by Texas Southern University within one (1) year of date of receipt will be replaced or a refund made by the contractor within thirty (30) days after notification to contractor. All shipping costs will be borne by the contractor. This includes items purchased for warehouse stock, which subsequently, upon issue, are found to be defective/broken.
- If the item does not perform as represented by the seller, does not meet acceptable commercial standards, or if the delivery dates are not as requested by Texas Southern University, Texas Southern University may cancel this agreement without obligation at any time and without advance notice.
- Warrant that the merchandise bid is free from defects in material and workmanship and agrees to repair or replace promptly on a one for one basis without additional cost to the Texas Southern University during the one (1) year period, any and all items failing, except those failures attributable due to accident, fire, or negligence on the part of operating (using) consumers/staff.
- This warranty/guarantee is not the exclusive remedy of the State of Texas but is in addition to the general obligations of the Contractor to faithfully perform the contract and it in no way limits the responsibility of the Contractor for faulty design, manufacture or assembly of the equipment.
- Neither the final payment nor any provisions of the contract documents shall relieve the Contractor of responsibility for faulty materials, design, workmanship, manufacture, or assembly. If the Contractor after due notice, fails to proceed promptly to comply with the terms of the warranty/guarantee, the State of Texas may, at its option, have the defects corrected or items replaced from the best available source and the Contractor and/or its surety shall be liable for all expenses incurred by the State.
- Guarantees the merchandise to be first quality grade in the field and that merchandise bid has been sold in commercial trade. Bidder further guarantees that merchandise bid is of normal production.

PROTECTION OF PROPERTY

Vendors shall always guard against damage or loss to TSU property, or property of other vendors, suppliers, or contractors; and shall be responsible for replacing or repairing said property, or pay for the cost of repairs or replacement of any such loss or damage. The University may require payment or require such additions and/or adjustments to the Vendor's assessment to ensure reimbursement or replacement for such loss or damage to property incurred by the Vendor or its agents.

INDEMNIFICATION

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TEXAS SOUTHERN UNIVERSITY ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TEXAS SOUTHERN UNIVERSITY.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TEXAS SOUTHERN UNIVERSITY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TEXAS SOUTHERN UNIVERSITY OR ITS EMPLOYEES.

COMMODITY CODE:

The NIGP / State of Texas commodity codes for this solicitation are 910-59 and 988-72

*Please sign this Document and include it in your response. Your signature will signify your acknowledgement / receipt of these instructions.

Signature: _____

SPECIFICATIONS, REQUIREMENTS & PRICING

The successful contractor will provide all of the necessary tools, chemicals, labor equipment, to provide full service pest control coverage of all Buildings and Grounds on the campus of Texas Southern University. The services are to be performed as often as necessary to control pest in campus buildings and grounds. **Provide a separate price for each facility for the University Courtyard and Tierwester Oaks Apartments University Towers, Lanier East & West.**

Each bidder will be required to visit the campus to familiarize themselves with the condition of all the buildings and grounds and the environment as it pertains to this pest control contract. Building site visits will be coordinated with the owner's agent.

The primary target pests include but are not limited to: Ants, Knats, Cockroaches, Bees, Wasps, Fleas, Ticks, Flies, Fruit Flies, Mosquitoes, Moths, Carpet Beetles, Sow Bugs, Pill Bugs, Plant Bugs, rodents, Rats, Mice, Opossums, Raccoons, Squirrels, Armadillos, Snakes, Silverfish, Bed Bugs, Pigeons, Termites and any pest in general causing discomfort to the students, faculty, and staff.

Coverage highlights should include:

A. Initial Treatment

1. Contractor must perform initial pest control inspection to all campus buildings and grounds listed in this specification immediately upon contract award or as directed by the university contract officer.
2. Routine pest and termite inspection should be done six (6) months prior to the end of the contract and findings reported to the university contract administrator.
3. A service sheet should be kept on each building providing the nature of service rendered target pest and date the building was serviced.

B. Service:

1. To include the following of all professional services, skilled services, labor, material, insecticides, tools and equipment to accomplish the control of target pest as well as , termite swarms, and partial termite treatment of up to at least 100 feet per incident. Expect three total for bid purposes

If a facility is closed, demolished, or removed from the university portfolio then the cost associated with the service shall be deducted from the contract.

2. Check with the Department of Buildings and Grounds office (713) 313-7090 on a daily basis to assure that there are no problems and pick up work request for pest control service.

C. Written reports scheduled/ unscheduled service)

1. Routine service forms will be completed after each call and reports submitted to the physical plant dispatch office.
2. All major service will be followed up by a written report providing details of corrective measures taken directed to the contract administrator.

3. Contractor shall provide ant control prior to the TSU Relays and Homecoming tailgate activities in and around the area of Durley Field, Recreation Center and Sterling Student Life Center/Sawyer Plaza, and mini park pavilions.

D. Chemical/ insecticides used

Successful bidder must provide material safety data sheets on all materials used at the university. Successful bidder must use chemicals and/or insecticides specially designed to eradicate the pests intended for in its intended use, i.e., rat poison designed for rats.

E. Initial inspection of building, tunnel, system and facilities and grounds

1. Treatment that cannot be accepted as a part of this pest control agreement must be noted. The amount shall be listed separately under “special conditions”.

2. A time frame shall be submitted for doing any of the treatments under “special conditions”.

3. Special conditions may indicate services are required to treat building facilities and grounds before the contract can begin and or after the hours 5 P.M.

4. **Contractor shall respond to emergency call within two (2) hours and regular service within twenty-four (24) hours.**

F. Schedule of Area to Be Served

1. E&G Buildings Include:

Mack Hannah Hall

Spurgeon Gray Hall

Robert Terry Library

Nabrit Science Center

Fairchild Building

John Biggers Arts Building

Granville Sawyer Auditorium

Rinehart Music Auditorium

Banks Child Development Laboratory

Tunnel System

Central Utility Plant

Satellite Utility Plant

E.O Bell
Jessie H. Jones School of Business
Martin Luther King Center
Rollins-Steward Music Center
Lane Home Economic Building
Law School Building
Rod Paige School of Education
Warehouse & Receiving Building
General Service Building
Leonard Spearman School of Technology
Health and Physical Education Building
Lanier East Men's Dorm
Lanier West Ladies Dorm
East Parking Garage,
West Parking Garage,
Towers
Transformation Village

Prevailing Wage Rates:

This project shall be in bid in accordance with the prevailing wage rates for the State of Texas in the County of Harris County, Texas and can be located at:

<https://www.dol.gov/agencies/whd/government-contracts/construction>.

Determinations by State: <https://beta.sam.gov/help/wage-determinations>

Uniform General Conditions:

The 2015 Uniform General Conditions shall apply to this project and can be located at:

http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/2015_UGC_09-16-15.pdf

2018 Supplementary General Conditions to the state of Texas 2015 edition of the Uniform General Conditions for Contracts:

[http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/2018%20Supplementary%20Modifications%20to%20Article%205%203-23-2018%20\(003\).pdf](http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/2018%20Supplementary%20Modifications%20to%20Article%205%203-23-2018%20(003).pdf)

EXECUTION OF PROPOSAL

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

By signature hereon, Respondent certifies that:

All statements and information prepared and submitted in the response to this ITB 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 ITB.

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 ITB has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this ITB 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 ITB. 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/##1>, 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/##1>

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 ITB 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 (INK): _____

NAME (TYPED/PRINTED) _____

TITLE: _____

EMAIL ADDRESS: _____

PHYSICAL ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

FAX: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

ADDITIONAL FORMS TO BE SUBMITTED WITH ITB:

- Felony Conviction Notice
- Conflict of Interest Questionnaire
- Certification of Criminal Conviction
- Request for Taxpayer Identification Number and Certification (Must be renewed annually)
- TSU Vendor Agreement



Felony Conviction,
CIQ, etc..pdf



TSU Vendor
Agreement.pdf