



TEXAS SOUTHERN UNIVERSITY

REQUEST FOR OFFER

**LICENSURE EXAMINATION
PREPARATION PLATFORM**

RFO # 717-26-751

DEADLINE FOR SUBMITTAL:

1:00 p.m., Central Standard Time, Wednesday, May 20, 2026

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

Texas Southern University
PROCUREMENT SERVICES

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

GENERAL INFORMATION

- 1.1 SCOPE. The State of Texas, by and through Texas Southern University (TSU), seeks sealed Offers to establish a contract with a qualified firm that can a comprehensive licensure examination preparation platform and related services for students enrolled in its Doctor of Pharmacy (PharmD) program, in accordance with the specifications and requirements contained in this Request for Offer (RFO).
- 1.2 CONTRACT TERM. A two-year, (24) month contract will result from this solicitation with an option to renew for one (1) addition year should both parties agree.
- 1.3 DEFINITIONS. The following is a list of generic definitions to be used only if the terms appear in the RFO:
- (a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed
 - (b) Addendum - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses
 - (c) Best and Final Proposal (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposal
 - (d) Contract – The contract awarded as a result of this RFP and all exhibits thereto. This RFO, any Addendum issued in conjunction with this RFO, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits
 - (e) Contractor – Respondent whose Proposal results in a contract with TSU
 - (f) Electronic State Business Daily (ESBD) – The Electronic State Business Daily, which is available on-line at <http://esbd.state.tx.us/>
 - (g) Gov’t Code – Texas Government Code.
 - (h) Proposal – The response submitted by a vendor to TSU as a result of this solicitation.
 - (i) Respondent – Any person, firm or vendor who submits a Proposal in response to this solicitation.
 - (j) RFP – Request for Proposals, which is the type of solicitation embodied in this document.
 - (k) TAC – Texas Administrative Code, which is the publication for administrative rules.
- 1.4 CONFLICTS OF INTEREST:

Actual and Perceived Conflicts

By submitting a Proposal, the Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with the TSU. The Respondent also represents and warrants that entering a Contract with the TSU will not create the appearance of impropriety. In its Proposal, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with the TSU. The requirement to disclose any actual or potential conflict of interest shall begin at initial request for bids and continue during the term of the contract, and shall survive until the end of the recordkeeping requirement in Section 1.5. TSU will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal disqualification or Contract termination.

Current and Former TSU Employees

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

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

1.5 RECORDS RETENTION

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

1.6 INSURANCE AND OTHER SECURITY

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

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

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

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

1.7 COMMODITY CODE

The NIGP / State of Texas commodity code for this solicitation 924-35, 209-00.

1.8 BACKGROUND

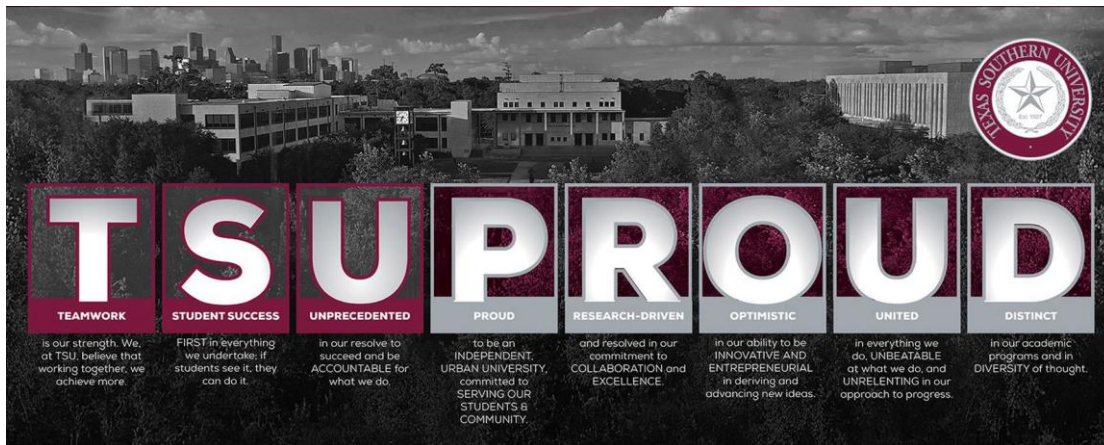
Texas Southern University (“TSU”) is an elite, Carnegie R2 Institution and proud to be the premiere producer of diversity for building a talent strong Texas. The Owner one of the largest Historically Black College/University (“HBCU”) in the nation and destined to become the first HBCU with the coveted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

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

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

Currently, Texas Southern University enrollment is approximately 8,000 students. The institution is currently finalizing a new strategic plan for the campus community. Preliminary strategies and goals contemplate the institution moving to 10,000 students by 2027 and 15,000 students in fall 2030.

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



End of Section I

SECTION II

SCOPE OF WORK, TECHNICAL SPECIFICATIONS & SERVICE LEVEL

2.1 Overview

Texas Southern University is soliciting proposals from qualified vendors to provide a comprehensive licensure examination preparation platform and related services for students enrolled in its Doctor of Pharmacy (PharmD) program. The University seeks a solution that enhances student readiness for the North American Pharmacist Licensure Examination (NAPLEX) and supports improved first-time pass rates, diagnostic assessment, and longitudinal competency development.

The University's objectives include:

- Improve first-time NAPLEX pass rates.
- Provide early identification of at-risk students.
- Offer longitudinal assessment tools throughout the curriculum.
- Deliver high-quality, evidence-based exam preparation content.
- Provide actionable analytics for students, faculty, and administrators.

2.2 Exam Preparation Content

- 2.2.1 A robust question bank aligned with the current NAPLEX content outline and competency areas.
- 2.2.2 Case-based, clinically relevant scenarios reflecting real-world pharmacy practice.
- 2.2.3 Detailed explanations for all answer choices, including rationale and references to current clinical guidelines.
- 2.2.4 Content that supports both independent study and structured faculty-led instruction.

2.3 Practice Examinations & Readiness Indicators

- 2.3.1 Full-length simulated NAPLEX examinations.
- 2.3.2 Timed and untimed testing modes.
- 2.3.3 Readiness indicators and predictive scoring to assess likelihood of exam success.
- 2.3.4 Benchmarking against national or peer performance data (if available).

2.4 Performance Analytics & Diagnostics

- 2.4.1 Comprehensive performance analytics to support both student self-assessment and faculty-guided intervention.
- 2.4.2 Identification of strengths and deficiencies by topic, competency area, and exam domain.
- 2.4.3 Longitudinal tracking of student progress over time.
- 2.4.4 Early warning indicators for at-risk students.

2.5 Curriculum Integration

- 2.5.1 Resources that align with the current NAPLEX content outline and ACPE standards.
- 2.5.2 Tools to support integration into didactic coursework, lab sessions, and capstone review courses.
- 2.5.3 Customizable assessments and faculty-controlled content deployment
- 2.5.4 Support for structured review sessions and remediation plans

2.6 Faculty-Facing Resources

- 2.6.1 Instructional materials to support teaching and review sessions.
- 2.6.2 Review books and digital study guides aligned with NAPLEX content.

- 2.6.3 Access to online and in-person NAPLEX review courses or boot camps.
- 2.6.4 Faculty dashboards for monitoring student performance and intervention planning.

2.7 Platform Access, Support & Maintenance

- 2.7.1 Vendor shall ensure reliable user access for all authorized students, faculty, and administrators.
- 2.7.2 Ongoing technical support (help desk, troubleshooting, and user assistance)
- 2.7.3 System uptime consistent with industry standards.
- 2.7.4 Regular content updates to reflect changes in NAPLEX standards, blueprint, and clinical practice guidelines.

MINIMAL TECHNICAL SPECIFICATIONS & SERVICE LEVEL AGREEMENT

2.8 Overview

The vendor shall meet or exceed the following minimum technical and service performance requirements for the proposed licensure examination preparation platform supporting the North American Pharmacist Licensure Examination (NAPLEX)

2.9 System Availability (Uptime)

- 2.9.1 Minimum 99.9% system uptime, measured monthly, excluding scheduled maintenance.
- 2.9.2 Scheduled maintenance must:
 - Occur during off-peak hours (e.g., nights/weekends)
 - Be communicated at least 72 hours in advance
- 2.9.3 Unscheduled downtime exceeding 60 consecutive minutes must trigger:
 - Immediate vendor notification to the University
 - Root cause analysis within 3 business days

2.10 Performance Standards

- 2.10.1 System shall maintain:
 - Page load times of ≤ 3 seconds under normal operating conditions
 - Assessment/exam launch times of ≤ 5 seconds
- 2.10.2 Platform must support concurrent users equivalent to 100% of enrolled PharmD students without degradation in performance.

2.11 Technical Support & Response Times

Vendor shall provide ongoing technical support for students, faculty, and administrators:

- 2.11.1 Support Availability:
 - Minimum: 8:00 AM – 8:00 PM (local time), Monday–Friday
 - Preferred: 24/7 support, especially during peak exam periods

2.12 Response & Resolution SLAs:

Severity Level	Description	Initial Response Time	Resolution Target
Critical (Priority 1)	System-wide outage or inability to access exams/content	≤ 1 hour	≤ 4 hours
High (Priority 2)	Major functionality impaired (e.g., exams not submitting, analytics unavailable)	≤ 2 hours	≤ 8 hours

Severity Level	Description	Initial Response Time	Resolution Target
Medium (Priority3)	Partial loss of functionality or degraded performance	≤ 4 hours	≤ 2 business days
Low (Priority 4)	General inquiries, minor issues, or cosmetic defects	≤ 1 business day	≤ 5 business days

2.13 Data Security & Privacy

2.13.1 Compliance with FERPA and applicable state/federal data protection laws.

2.13.2 Encryption of data:

- In transit (TLS 1.2 or higher)
- At rest (AES-256 or equivalent)

2.13.3 Role-based access controls for students, faculty, and administrators.

2.13.4 Vendor must notify the University of any data breach within 24 hours.

2.14 System Integration & Compatibility

2.14.1 Compatibility with major Learning Management Systems (e.g., Canvas, Blackboard, Moodle)

2.14.2 Support for:

- Single Sign-On (SSO) (e.g., SAML, OAuth)
- Standard web browsers (Chrome, Edge, Safari, Firefox)

2.14.3 Mobile-responsive design or dedicated mobile application.

2.15 Content Updates & Maintenance

2.15.1 Vendor shall provide regular content updates to ensure alignment with:

- Current NAPLEX content outline.
- Evolving clinical guidelines and pharmacy practice standards.

2.15.2 Major updates must be:

- Communicated in advance.
- Accompanied by release notes and, if applicable, training materials.

2.16 Vendor shall provide quarterly SLA performance reports, including:

- Uptime metrics
- Incident logs and resolution times
- Support ticket volume and response performance

End of Section II

SECTION III

CRITERIA

3.1 CRITERIA

Respondents are expected to submit a Proposal that considers and is responsive to the terms and conditions, specifications, scope of services, requirements, etc.; as well as the evaluation criteria set out in this document. The criteria in which your response will be evaluated are as follows:

Criterion 1 - Experience

Criterion 2 – Methodology and Approach

Criterion 3 - Implementation Plan

Criterion 4 – References & Client Feedback

Criterion 5 – Pricing & Delivery Schedule

3.2 CRITERION 1: Experience of the Firm

3.2.1 Provide a brief yet thorough description and history of your company; Details shall include a narrative of your experience in providing licensure examination preparation platforms as described in this RFO.

3.2.3 Has Proposer worked with the University in the past five (5) years? If “yes,” provide a brief description of work performed.

3.2.4 Provide details of any conditions that would adversely affect your performance:

3.2.4.1 Provide details of all past or present litigation or claims filed against you.

3.2.4.2 Indicate whether services will be provided in whole, or in part, by you. If certain services are to be provided by another firm/individual, indicate your business relationship with the associated firm/individual (joint venture, consultant agreement, etc.)

3.2.4.3 Disclose whether proposer has ever had a contract terminated and if so, provide a detailed explanation of the contract and circumstances surrounding termination.

3.3 CRITERION 2: Methodology of the Process

3.3.1 Provide detailed descriptions of the approach and methodology in providing the services required in the RFO. By reading the proposed approach and methodology overview, Texas Southern University must be able to gain a comfortable grasp and clear understanding of the level of approach to be provided and the methods proposed to provide them. A detailed explanation shall be included to understand how the methods comply with **each item listed in Section II of this RFO.**

3.4 CRITERION 3: Implementation Plan

- 3.4.1 Provide a timeline for deployment.
- 3.4.2 Provide details regarding your training approach.
- 3.4.3 Provide details regarding transition support.

3.5 CRITERION 4: REFERENCES & CLIENT FEEDBACK

- 3.5.1 Provide a detailed list of clients (beginning with colleges and universities) where you provided similar services of the type, size and kind required in this RFO during the past five (5) years.
- 3.5.2 Provide references from three (3) customers from the past five (5) years for services that are similar in scope, to the services described in this RFO. These references should be able to speak specifically to your ability to provide the services described in this RFO. Provide the following information for each customer:
 - Customer name and address;
 - Contact name with email address and phone number;
 - Time period in which work was performed;
 - Short description of work performed

3.6 CRITERION 5 – PRICING

- 3.6.1 Provide pricing by subscription only.
- 3.6.2 Please thoroughly address all costs associated with your RFO response and with all deliverables and solutions you propose.
- 3.6.3 Provide details for multi-year pricing options if available.
- 3.6.2 All costs should be detailed and itemized, as well as providing a “grand total” so that a score can be assigned. Include any associated travel expenditures.
- 3.6.3 All expected costs must be shown as you will not be able to bill the University for additional and/or hidden costs not directly addressed in your proposal response.

End of Section III

SECTION IV
PROPOSAL INFORMATION

4.1 SCHEDULE OF EVENTS

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

<u>EVENT</u>	<u>DATE</u>
Issue RFP (ESBD, TSU and GHBCB posting date)	April 30, 2026
Deadline for Submission of Questions	May 13, 2026
Deadline for Submission of Proposals	May, 20, 2026

4.2 REVISIONS TO SCHEDULE

TSU reserves the right to change the dates in the schedule of events above upon written notification through a posting on the Electronic State Business Daily (ESBD) and the TSU Purchasing website. It is the responsibility of interested parties to periodically check either website for updates to the RFP prior to submitting a Proposal. The Respondent's failure to check the website will in no way release the selected Contractor from the requirements of addenda or additional information; nor will any resulting additional costs to meet the requirements be allowed after award(s).

4.3 PRE-PROPOSAL MEETING

There will not be a pre-Proposal meeting.

4.4 PROPOSAL REQUIREMENTS

- 4.4.1 Submissions of your Proposal: Respondents shall submit one (1) paper copy of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.
- 4.4.2 Please submit a flash drive version as well. Please ensure that your entire bid response is on the flash drive as this will be the official version of your bid response, and it will be the only copy we keep on file.
- 4.4.3 Format of Proposals - Respondents will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:
 - Introduction Letter (2-page maximum)
 - Table of Contents
 - Tab 1: Criterion 1
 - Tab 2: Criterion 2
 - Tab 3: Criterion 3
 - Tab 4: Criterion 4
 - Tab 5: Criterion 5
 - Tab 6: TSU Terms and Conditions
 - Tab 7: Exhibit A: Execution of Offer
 - Tab 9: Addenda

- 4.4.4 Cost of Preparation: TSU will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.
- 4.4.5 TSU will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14 point font.

4.5 INQUIRIES / QUESTIONS

- 4.5.1 All inquiries and questions shall be submitted in writing (in Word format) via email to Mr. Greg Williams at gregory.williams@tsu.edu by **12:00 noon Central on May 13, 2026**; the date listed as the deadline for submission of questions as specified in Section 4.1 above.
- 4.5.2 All inquiries will result in written responses with copies posted to the State of Texas Electronic State Business Daily and the TSU Purchasing website. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.
- 4.5.3 Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TSU will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.
- 4.5.4 If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket exception' to this entire RFP. If any Respondent takes a blanket exception to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

4.6 PROPOSAL SUBMISSION

- 4.6.1 All Proposals shall be received and documented in the Purchasing Office at TSU prior to the stated deadline date specified in the Schedule of Events above. TSU reserves the right to reject late submittals.
- 4.6.2 Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent's responsibility to appropriately mark and deliver their Proposal response to Greg Williams in the Purchasing Office located

in Hannah Hall, suite 333, by the specified date and time. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.

4.6.3 Telephone, email and facsimile Proposal responses will not be accepted.

4.6.4 Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

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

4.7 DELIVERY OF PROPOSALS

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

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

4.8 PROPOSAL OPENING

4.8.1 Proposals will be opened by the assigned buyer in their office or their department conference room, whichever is most appropriate and available.

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

4.8.3 Proposals submitted shall constitute a Proposal for a period of ninety (90) days or until selection is made by TSU, whichever occurs earlier.

4.9 PROPOSAL EVALUATION AND AWARD

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

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

4.9.3 TSU reserves the right to award contract(s) without any negotiations, without a BAFO, and/or TSU reserves the right to not make an award at all.

4.9.4 The Respondent is strongly encouraged to provide its best price in its Proposal because TSU makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process.

4.9.5 The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

<u>Criteria</u>	<u>Weight</u>
Criterion 1: Experience of the Firm	15%
Criterion 2: Methodology and Approach	30%
Criterion 3: Implementation Plan	15%
Criterion 4: References & Client Feedback	15%
Criterion 4: Pricing Proposal	25%

- 4.9.6 The evaluation committee will determine if Best and Final Proposal (BAFO) are necessary. Award of a contract may be made without a BAFO, so you are encouraged to submit your best Proposal initially. A request for a BAFO is at the sole discretion of TSU and if requested, will be extended in writing.
- 4.9.7 TSU reserves the right to award to multiple vendors if deemed in the best interest of the University.

End of Section IV

SECTION 5 - EXECUTION OF OFFER AND ATTACHMENTS

5.1 EXECUTION OF OFFER:

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

By signature hereon, Offeror certifies that:

- 5.1.1 All statements and information prepared and submitted in the response to this solicitation are current, complete, and accurate.
- 5.1.2 Offeror 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.
- 5.1.3 Neither Offeror nor the firm, corporation, partnership, or institution represented by Offeror 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 solicitation either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFQ.
- 5.1.4 When a Texas business address shown here on that address is, in fact, the legal business address of Offeror and Offeror qualifies as a Texas Resident Bidder under 1 TAC § 111.2.
- 5.2 Under Government Code § 669.003, relating to contracting with an executive of a state agency, Offeror 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 solicitation. If Offeror employs or has used the services of a former executive head of Texas Southern University or other state agency, then Offeror shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Offeror, and date of employment with Offeror.
- 5.3 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 Offerors/vendors with the Federal General Services Administration's System for Award Management (SAM), <http://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
- 5.4 Offeror 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 Offeror is in compliance with the State of Texas statutes and rules relating to procurement and that Offeror is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
- 5.5 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 solicitation may be terminated and payment withheld if this certification is inaccurate.

- 5.6 The Offeror must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; (iii) §2155.003, Gov't Code, which prohibits the chief clerk or any other employee of the TSU from having an interest in, or in any manner be connected with, a contract or bid for a purchase of goods or services by an agency of the state or accept from any person to whom a contract has been awarded anything of value or a promise, obligation, or contract for future reward or compensation.
- 5.7 Offerors 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. Offeror, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.
- 5.8 By signature hereon, Offeror certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Offeror and an employee of Owner, or Offeror has not been an employee of Owner within the immediate twelve (12) months prior to Offeror’s solicitation response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Offeror.
- 5.9 By signature hereon, Offeror signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 5.10 By signature hereon, Offeror agrees to complete a Cybersecurity Training Program. Pursuant to Section 2054.5192, *Texas Government Code*, Offeror and its subcontractors, officers, and employees, who are provided credentials granting access to Owner’s computer system also known as Owner’s information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Owner. The cybersecurity training program must be completed during the term and any renewal period of this Agreement. Respondent shall verify in writing completion of the program to the Owner within the first thirty (30) calendar days of the term and any renewal period of the Agreement. Failure to comply with the requirements of this section are grounds for termination for cause of the Agreement.
- 5.11 By signature hereon, Offeror agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Offeror’s solicitation, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 5.12 By signature hereon, Offeror certifies that no member of the Board of Regents of the Texas Southern University, or the executive officer’s of the Owner has a financial interest, directly or indirectly, in the transaction that is the subject of the contract, and that no member of the Board of Regents has a “substantial interest” (as that term is defined in Section 51.923 of the *Texas Education Code*) in the Respondent.
- 5.13 Pursuant to Chapter 2274, *Texas Government Code*, Offeror certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

- 5.14 Pursuant to Chapter 2274, *Texas Government Code*, Offeror certifies that it does not boycott energy companies as defined in Section 809.001(1)(a), *Texas Government Code*, (i.e., fossil fuel companies); and will not boycott energy companies during the term of the Agreement.
- 5.15 Offeror certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery, on entry to, to gain access to, or to receive service from the Offeror's business. Respondent acknowledges that such a vaccine or recovery requirement would make Offeror ineligible for a state-funded contract.
- 5.16 Pursuant to Section 2274.0102, *Texas Government Code*, Offeror certifies that neither it nor its parent company, nor any affiliate of Offeror is majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103, *Texas Government Code*, or headquartered in any of those countries.
- 5.17 Pursuant to Section 2155.004, *Texas Government Code*, Offeror 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.
- 5.18 Pursuant to Section 2270.002, *Texas Government Code*, Offeror certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Offeror shall state any facts that make it exempt from the boycott certification in its Response.

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

Submitted and Certified By:

_____	_____
<i>(Respondent - Company Name)</i>	<i>(Street Address)</i>
_____	_____
<i>(Name Type/Printed)</i>	<i>(Cit, State, Zip Code)</i>
_____	_____
<i>(Title)</i>	<i>(Telephone Number)</i>
_____	_____
<i>(Authorized Signature)</i>	<i>(Email Address) required for RFO Notification</i>
_____	_____
<i>(Date)</i>	<i>(Tax Identification Number)</i>

HOUSE BILL 1295 (CERTIFICATE OF INTERESTED PARTIES)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Complete filing instructions are included in this bid, in which this form must be submitted. The link to the form can be located at the following link: <https://www.ethics.state.tx.us/filinginfo/1295/>.

EXECUTIVE ORDER GA-48 COMPLIANCE STATEMENT (HIGHER EDUCATION)

Pursuant to Executive Order GA-48 issued by Greg Abbott, Respondent affirms its understanding of and commitment to comply with all applicable requirements related to foreign adversary restrictions as they apply to public institutions of higher education.

Respondent certifies that it is not owned by, controlled by, or affiliated with any entity identified as a foreign adversary and does not participate in prohibited foreign talent recruitment programs or restricted research collaborations. Respondent further certifies that it does not receive funding, contractual support, or other resources from prohibited foreign sources that would conflict with the requirements of this Executive Order.

In support of institutional research security and academic integrity, Respondent agrees to fully disclose any foreign affiliations, partnerships, funding sources, or collaborative arrangements that may involve foreign entities. This includes, but is not limited to, research sponsorships, joint academic programs, data-sharing agreements, and subcontracting relationships.

Respondent acknowledges that any resulting agreement may be subject to enhanced compliance measures, including review of research activities, data access limitations, export control considerations, and restrictions on the use of certain technologies, equipment, or personnel connected to foreign adversaries. Respondent further agrees to comply with all institutional policies related to international travel, remote work conducted outside the United States, and access to university systems or sensitive data, where applicable to the services provided.

Failure to comply with the provisions of Executive Order GA-48 and applicable institutional policies may result in disqualification from the solicitation process, contract termination, and/or other remedies available under law.

Vendor Certification – Executive Order GA-48 Compliance

The Respondent must complete the following certification. Failure to complete this section may result in disqualification.

Certified Compliant

Respondent affirms that it is fully compliant with the requirements of Executive Order GA-48 and has no prohibited affiliations, funding sources, or engagements.

Disclosure Required

Respondent affirms compliance but has disclosed below any affiliations, funding sources, partnerships, or activities that may require review under GA-48.

Non-Compliant

Respondent is unable to certify compliance with Executive Order GA-48.

If "Disclosure Required" is selected, provide details below (attach additional pages if necessary):

Authorized Representative Name: _____

Title: _____

Company Name: _____

Signature: _____ **Date:** _____

End of the solicitation