



TEXAS SOUTHERN UNIVERSITY

REQUEST FOR PROPOSALS

RENOVATION OF W.R. BANKS CHILD DEVELOPMENT BUILDING PROJECT

RFP # 717-24-723

DEADLINE FOR SUBMITTAL:

11:00 a.m., Central Time, Thursday, July 11, 2024

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

Texas Southern University
PROCUREMENT SERVICES

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

GENERAL INFORMATION

- 1.1 **SCOPE.** The State of Texas, by and through Texas Southern University (TSU), seeks sealed proposals to establish a contract for Renovation Services for the W.R. Banks Child Development Laboratory for renovation work needed by the University, in accordance with the specifications contained in this Request for Proposal (RFP).
- 1.2 **CONTRACT TERM.** The timeframe for the completion of this project is until accepted completion by the university. A detailed timeline or schedule of events (in days, weeks, and months) will be required from the Respondent.
- 1.3 **DEFINITIONS.** The following is a list of generic definitions to be used only if the terms appear in the RFP:
- (a) **Acceptable Quality Level** - The level of performance of requested services below which the contract will not be paid or damages may be assessed
 - (b) **Addendum** - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses
 - (c) **Best and Final Proposal (BAFO)** - A formal request made to selected Respondents for revisions to the originally submitted Proposal
 - (d) **Contract** – The contract awarded as a result of this RFP and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits
 - (e) **Contractor** – Respondent whose proposal results in a contract with TSU
 - (f) **Electronic State Business Daily (ESBD)** – The Electronic State Business Daily, which is available on-line at <http://esbd.state.tx.us/>
 - (g) **Gov’t Code** – Texas Government Code.
 - (h) **Proposal** – The response submitted by a vendor to TSU as a result of this solicitation.
 - (i) **Respondent** – Any person, firm or vendor who submits a Proposal in response to this solicitation.
 - (j) **RFP** – Request for Proposals, which is the type of solicitation embodied in this document.
 - (k) **TAC** – Texas Administrative Code, which is the publication for administrative rules.

1.4 **CONFLICTS OF INTEREST:**

A. 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.

B. 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 codes for this solicitation are 155-00, 909-00, 910-00, 958-26.

1.8 BACKGROUND

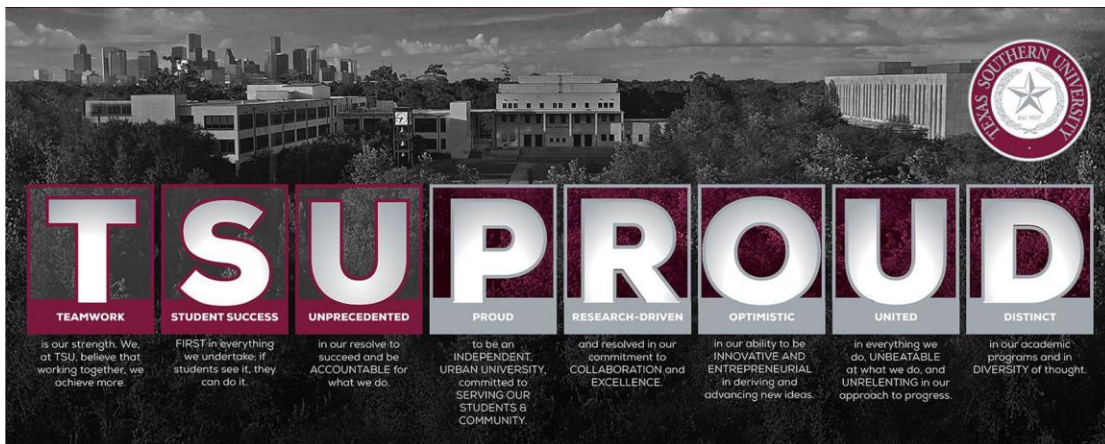
Texas Southern University (“TSU”) is an elite, Carnegie R2 Institution and proud to be the premiere producer of diversity for building a talent strong Texas. The Owner one of the largest Historically Black College/University (“HBCU”) in the nation and destined to become the first HBCU with the coveted 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 97 years of providing learners with social and upward mobility through education, the administration has paid tribute to its rich past, while celebrating its present state, and envisioning its future.

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

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



End of Section I

SECTION II

PROJECT DESCRIPTION & SCOPE OF WORK

2.1 SCOPE

Texas Southern University (The University) is a one hundred and fifty (150) acre campus with forty-seven (47) structures located in Houston, Texas. The purpose of this RFP is to solicit a Qualified Construction Company or Companies to work closely with the TSU Facilities Department to provide construction / renovation services for the W.R. Banks Building located on the University Campus; utilizing the appropriate methods that will enhance the W.R. Banks Child Development Laboratory.

2.2 Project Overview

Texas Southern University (TSU) proposes to renovate the existing W.R. Banks Child Development Laboratory for the TSU Institute for Urban Health and Housing Equity. The renovation includes approximately 4,500 square feet of interior space. The scope of work includes, but is not limited to, new ceilings, millwork, flooring, new doors and frames, wall finishes, minimal re-work of wall locations, installation of new operable panel partition, new Audio-Visual equipment and infrastructure, signage, new custom reception desk, re-work of existing storefront to install new pass-through door, electrical and plumbing. Electrical work includes but is not limited to modifying power locations to accommodate new work, new receptacles, new LED lighting, and relocation of existing FACP. Plumbing work includes but is not limited to removal and replacement of all plumbing fixtures and minimal re-work of under slab piping to install new fixtures in new locations. Mechanical scope will be under a separate contract direct with TSU. 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

Please see the attached W.R. Banks Child Development Laboratory Renovation **Project Description and Scope of Work** in the Box Link below.

BOX Link: <https://tsu.box.com/s/66x99rkxzjps70af1dokk2jpkksuu30u>

This link includes:

1. Drawings (Architecture, MEP, Structural and Structural Project Manual)
2. Specifications (Project Manual – Scope of Work)

End of Section II

SECTION III

CRITERIA

3.1 CRITERIA

The State of Texas, by and through Texas Southern University (TSU), seeks a Qualified Construction /Renovation Company or Companies to provide, but is not limited to, the requirements contained in this RFP. Specifications and requirements set forth that contain the words ‘must’ or ‘shall’ are mandatory and must be provided as specified with no alteration, modification, or exception. Specifications and requirements set forth that contain the words ‘may’ or ‘can’ allow Respondents to offer alternatives to the manner in which the commodities/services are provided. The criteria in which your response will be evaluated are as follows:

- Criterion 1: Experience and Qualifications
- Criterion 2: Approach and Methodology to Provide Scope of Services
- Criterion 3: Detailed Timetable / Schedule of Events
- Criterion 4: References
- Criterion 5: Financial Status and Quality of the Respondent’s Services
- Criterion 6: Comprehensive Cost Proposal

3.2 CRITERION 1 – EXPERIENCE AND QUALIFICATIONS

1. Provide a brief yet thorough description of your firm, including the total number of supporting personnel related to providing the services of the type and kind required in this RFP.
2. Provide firm’s overall ability in providing the services required in this solicitation.
3. Provide a detailed list of clients (beginning with colleges and universities) where your firm has provided services of the type, size and kind required in this RFP during the past five years, preferably in this climate zone. Please provide contact information for each entity, especially the email address of the correct person who can answer our reference check.
4. Provide resumes and bios of the Respondent’s Team that will be directly involved in the Project, including their experience with similar project(s). Include as applicable: Project Managers, Superintendents, Quality Control Inspectors, Safety Coordinator and Labor Forman, etc.
5. Please show all national and/or professional certifications, memberships, awards, etc.
6. Provide the proposed Project assignments and lines of authority and communication for any Team member to be directly involved with the Project. Indicate the estimated percent of time these team members will be involved in the Structural Services. Should be in both graphic and written form.

3.3 CRITERION 2 – APPROACH AND METHODOLOGY

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 be 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 the 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. The proposer will include samples of reports and documents if appropriate.

3.4 CRITERION 3 – DETAILED TIMETABLE AND SCHEDULE OF EVENTS

1. Please provide a **thorough** and **complete** timetable / schedule of events for the entire project, from the Project beginning, to the inclusion of issuance of a Notice to Proceed, project completion if necessary. Please provide a total number of days to complete this project and take into consideration the University Holiday Schedule located at:<http://hr.tsu.edu/benefits/holiday-schedule/>
2. Determine the key start and end dates, major assumptions behind the assessment plan, and key constraints and restrictions. Include Texas Southern University's expectations, which will often determine project milestones.
3. The Owner requires a minimum of one (1) dedicated on-site Team Lead for the duration of the Project. Please identify any other personnel assignments you propose for the Project and for each the percentage of monthly time to be dedicated to the modifications.
4. The Team Lead will provide weekly status and progress reports during the modification process and will remain in constant contact with the TSU assigned personnel for this Project. Please confirm and discuss your method of reporting. Please provide an example.

3.5 CRITERION 4 – 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. Please provide name of contact, telephone number and email address.

3.6 CRITERION 5 – FINANCIAL STATUS AND QUALITY OF THE RESPONDENT'S SERVICES

1. Volume: Annual number, value, and percent change of contracts in both Texas and nationally per year.
2. Revenue: Annual revenue totals and percentage per year.
3. Identify if your firm is currently for sale or involved in any transaction to expand or to

become acquired by another business entity. If so, please explain the impact in the organization and company direction.

4. Provide details of any past or pending litigation, or claims filed against your firm that may affect your performance under a Contract with the owner.
5. Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
6. Does any relationship exist by relative, business associate, capital funding agreement or any other such kinship between your firm and any Owner employees, officer, or Regent? If so, please explain.
7. Please provide a statement from the financial officer on company letterhead certifying that the company is in good financial standing. The company should be current in payment of all taxes and fees including but not limited to state franchise fees.
8. Identify any claims or suits, if any, brought against your firm within the last five (5) years.
9. Describe all instances in which your firm was unable to complete the work under a contract.
10. Identify any judgments, claims arbitration proceedings or suits pending or outstanding against your firm or its officers.
11. Identify any lawsuits filed or arbitration requested by your firm with respect to construction contracts of your firm.

3.7 CRITERION 6: COMPREHENSIVE COST PROPOSAL

1. The proposer shall furnish all resources and methods necessary and required to provide the system of the type and kind required in this RFP, in accordance with the Scope of Work, and the governing terms and conditions for the proposed price(s).
2. For the purposes of this RFP, Texas Southern University will review the overall rate structure to evaluate its reasonableness for the anticipated work. Failure to fully disclose any fees or cost and to comply with the requirements herein may be cause for Texas Southern University to reject, as non-compliant, a proposal from further consideration
3. Please provide an itemized breakdown of all costs you will charge the University.
4. Please provide a single grand total base bid for the entire project. Please thoroughly list all costs to the University for the commodities and/or capabilities requested in the RFP.
5. It is our hope to keep change orders to a minimum, so please be complete in your response for anticipated charges and additional costs. Once the final proposal has been accepted, no change orders will be allowed.

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	June 13, 2024
Walkthrough and pre-bid meeting	June 20, 2024
Deadline for Submission of Questions	June 24, 2024
Deadline for Submission of Proposals	July 11, 2024

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 be a walk through and a pre-bid meeting. Please meet at our W.R. Banks Building (Building# 110 on the campus map), on **Thursday, June 20, 2024, at 9:00 a.m.** Please see Campus Map located in the Box Link below.

Box Link: <https://tsu.box.com/s/66x99rkxzjps70af1dokk2jpkksuu30u>

4.4 PROPOSAL REQUIREMENTS

4.4.1 Submissions of your Proposal: Respondents shall submit three (3) paper copies of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.

4.4.2 Please submit a flash drive version as well. Please ensure that your entire bid response is on the flash drive as this will be the official version of your bid response, and it will be the only copy we keep on file.

4.4.3 Format of Proposals - Respondents will be expected to provide the following information in the order and detail prescribed below. Each section should be tabbed accordingly:
Introduction Letter (2-page maximum)

Table of Contents
Tab 1: Criterion 1
Tab 2: Criterion 2
Tab 3: Criterion 3
Tab 4: Criterion 4
Tab 5: Criterion 5
Tab 6: Criterion 6

- Tab 7: TSU Terms and Conditions
- Tab 8: Exhibit A: Execution of Proposal
- Tab 9: Addenda
- Tab 10: House Bill 1295 (Certificate of Interested Parties)

- 4.4.4 Cost of Preparation: TSU will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.
- 4.4.5 TSU will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14-point font.
- 4.4.6 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of Texas Southern University to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (“HUB”) in all contracts. Accordingly, Texas Southern University has adopted Section 5.2 Policy on Utilization of Historically Underutilized Businesses. This policy applies to all contracts with an expected value of \$100,000 or more. If Texas Southern University determines those subcontracting opportunities are probable, then a HUB subcontracting plan is a required element of the Proposal. Failure to submit a required HUB Subcontracting plan will result in rejection of the Proposal.
 - 4.4.6.1 Statement of Probability: Owner has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, an HSP is required as a part of an offeror's Proposal.
 - 4.4.6.2 The minimum HUB Subcontracting goal for the RFP is 22% participation, but the higher the percentage the better. Offerors are expected to make a good faith effort to meet and/or exceed this goal. The HSP must be prepared by the Offeror with all of the subcontractors.
 - 4.4.6.3 Refer to the Owner’s Policy on the Utilization of Historically Underutilized Businesses (“HUB Policy”), for a detailed list of attachments required with the Proposal.
 - 4.4.6.4 The “Statement of Probability” determines the probability for subcontracting opportunities. This determination will clarify which statements, detailed in Figure 1, will be required to be completed and returned.
 - 4.4.6.5 For information regarding Texas Southern University’s HUB Program and HUB Subcontracting opportunities, please contact Mr. Sceffers Ward, HUB Coordinator, sceffers.ward@tsu.edu.

Historically Underutilized Businesses: In accordance with *Texas Government Code* Sections 2161.181-182 and Section 111.11 – 111.28 of the *Texas Administrative Code* (“**TAC**”), Owner is required to make a good faith effort to utilize Historically Underutilized Businesses (“**HUBs**”) in contracts for construction services with an expected value of \$100,000 or more. A copy of the HUB plan can be downloaded from the Comptroller’s website. Owner is committed to sponsoring mentor-protégé relationships for HUBs as outlined in *Texas Government Code* Section 2161.065 and TAC Title 34, Part 1, Chapter 20, Subchapter B, §20.28, and has been performing outreach to support this important effort.

The Hub Sub-Contracting Plan may be located at the following link:

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

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

4.5 INQUIRIES / QUESTIONS

- 4.5.1 All inquiries and questions shall be submitted in writing (in Word format) via email to Mr. Thomas Britt at thomas.britt@tsu.edu by **12:00 noon Central on Monday, June 24, 2024**; the date listed as the deadline for submission of questions as specified in Section 5.1 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 the University's Post Office nor our Warehouse / Central Receiving as this will delay delivery and could ultimately result in your response being late; and consequently rejected. All solicitation responses must be delivered to the TSU Purchasing Office located in room 333 in Hannah Hall, our main administration building.**

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 and Qualifications	20%
Criterion 2: Approach and Methodology to Provide Structural Services	15%
Criterion 3: Detailed Timetable and Schedule	15%

Criterion 4: References	5%
Criterion 5: Financial Status and Quality of the Respondent's Services	10%
Criterion 6: Comprehensive Cost Proposal	35%

- 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 and/or make a split award if deemed in the best interest of the University.

CANCELLATION OF THE RFP:

TSU may cancel this RFP, in whole or in part, at any time before the opening of the proposals.

INCURRED EXPENSES:

TSU will not be responsible for any costs incurred by any Offeror in preparing and submitting a proposal.

ACCEPTANCE OF TERMS AND CONDITIONS:

By submitting a proposal in response to this RFP, the Offeror accepts the terms and conditions set forth in this RFP.

PURCHASING REGULATIONS:

This RFP and any resulting contract shall be governed by the State of Texas Building and Procurement Commission, as amended.

ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposal to meet the requirements of the RFP. Any requested documents that are not completed and signed through its entirety will result in immediate disqualification.

MULTIPLE PROPOSALS:

Multiple proposals will not be considered.

ORAL PRESENTATIONS (IF NECESSARY):

Offerors who submit proposals **might** be required to make individual presentations to TSU representatives to clarify their proposals. If this is so desired the process will be as shown below.

PROCESS:

This Request for Proposals ("RFP") **may** include a two-step process for selecting an Offeror that can fulfill all of the requirements necessary to complete the **W.R. Banks Child Development Building Renovation** project. This RFP provides the information necessary to prepare and submit proposals including the statement of work and criteria. The Owner will rank the Proposals in the order that they provide the "best value" for the Owner based on the published selection criteria and on the ranking evaluations. At the Owner's discretion, 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.

BEST AND FINAL OFFER:

The evaluation committee will determine if Best and Final Offer (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.

INSURANCE AND OTHER SECURITY:

Acts or Omissions

Contractor shall indemnify and hold harmless the State of Texas, Texas Southern University, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. The defense shall be coordinated by contractor with the office of the attorney general when Texas state agencies are named defendants in any lawsuit and contractor may not agree to any settlement without first obtaining the concurrence from the office of the attorney general. Contractor and the University agree to furnish timely written notice to each other of any such claim **Infringements**

Contractor shall indemnify and hold harmless the State of Texas, Texas Southern University, and/or their employees, agents, representatives, contractors, assignees, and/or designees from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the performances or actions of contractor pursuant to this contract. Contractor and the University agree to furnish timely written notice to each other of any such claim. Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by contractor with the Office of the Attorney General when Texas state agencies are named defendants in any lawsuit and contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General.

- a) Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to Texas Southern University's specific instructions, (iv) any intellectual property right owned by or licensed to TSU, or (v) any use of the product or service by the University that is not in conformity with the terms of any applicable license agreement.

- b) If Contractor becomes aware of an actual or potential claim, provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against Texas Southern University, shall), at Contractor's sole option and expense; (i) procure for the University the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TSUs use is

non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

Contractor agrees and acknowledges that during the existence of this contract, contractor shall be entirely responsible for the liability and payment of contractor's and contractor's employees' taxes of whatever kind, arising out of the performances in this contract. Contractor agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. The state of Texas, Texas Southern University shall not be liable to the contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of another governmental entity customer.

Contractor agrees to indemnify and hold harmless the state of Texas, Texas Southern University, and/or their employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in its performance under this contract. Contractor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by contractor with the office of the attorney general when Texas state agencies are named defendants in any lawsuit and contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. Contractor and the University agree to furnish timely written notice to each other of any such claim.

Respondent Liability for Damage to Government Property

The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or Cartage Company, in connection with any performance pursuant to the Contract. The Respondent shall notify the TSU Contract Manager in writing of any such damage within one (1) calendar day.

Force Majeure

The University, any Customer, and the Respondent shall not be responsible for delays in performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the TSU, Customer or the Respondent.

In the event of an occurrence under this Section, the TSU, Customer or Respondent (parties) will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the party continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The party shall immediately notify the other party by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

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

otherproof acceptable to Texas Southern University of the following insurance coverage:

All certificates of insurance for required coverage other than workers compensation and professional liability must name the State of Texas and its Officers, Directors, and Employees as additional insured.

Contractor shall:

- (1) provide documentation to Texas Southern University TSU which should be included in your proposal at least thirty (30) calendar days prior to any cancellation, non-renewal, or material change of a required policy.
- (2) ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under the Contract; and
- (3) deliver to TSU all renewal policies at least ten (10) calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

Contractor must ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such Contractor's obligations under the Contract.

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
<i>Workers' Compensation</i>	Statutory Limits
<i>Employer's Liability</i> Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
<i>Commercial General Liability</i> (occurrence based)	Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$5,000 Medical Expense each person \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented
<i>Automobile Liability</i> All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit (for each accident)
<i>Umbrella/Excess Liability</i>	\$1,000,000 Per Occurrence

<i>Additional Insurance</i>	Additional insurance may be required by Customer depending on Customer's circumstances and the requirements of this bid. Customer will identify this insurance when placing a Purchase Order.
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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 in the solicitation document.

VENDOR CERTIFICATION / ACCEPTANCE OF INSURANCE REQUIREMENTS:

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Texas Southern University of the bidder's offer by issuance of a purchase order will create a binding legal contract. Further he agrees to fully comply with documentary forms herewith made a part of this specific procurement

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TYPED NAME & TITLE: _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN:

1. 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.

2. Indicate HUB status of prime respondent and/or each subcontractor, if any.
3. Consideration in the analysis of this RFP will be given to respondents qualifying and whose proposal is determined by the University to be economically advantageous.
4. 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.
5. 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.
6. Indicate the percentage of HUB participation that the prime Respondent commits to achieving in any project assigned under this RFP.
7. List each HUB subcontractor and the estimated percentage of total.
8. Must be provided as a requirement of State mandates.
9. The subcontractors shown in the Subcontractor Listing of the Project Manual are not all-inclusive to this project.

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

LICENSING OR PERMITS:

Are a requirement of this proposal. Additional detail of licensure needed for this RFP is included in the Project Manual/Scope of Work. Copies of all requested license(s) shall be submitted in the response.

PLEASE REVIEW THE FOLLOWING INFORMATION THAT MAY BE USED OR INCLUDED IN THE SUBMITTAL (IF APPLICABLE):

CLARIFICATION OF UNIFORM GENERAL CONDITIONS FROM THE TEXAS FACILITIES COMMISSION:

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

UNIFORM SUPPLEMENTARY CONDITIONS V.2018:

[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)

DAVIS-BACON ACT WD # TX20200253:

<https://sam.gov/wage-determination/TX20200253/4>

COMMODITY CODE:

The NIGP / State of Texas commodity code for this solicitation are:155-00, 910-00, and 909-00

End of Section IV

EXHIBIT A

EXECUTION OF OFFER

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

By signature hereon, Respondent certifies that:

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

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

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

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under 1 TAC § 111.2.

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

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

Under *Government Code* § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas Southern University or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFP. If Respondent employs or has used the services of a former executive head of *Texas Southern University* or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent. Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

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

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

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

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

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

PREFERENCES

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

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

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

RESPONDENT (COMPANY):	_____
SIGNATURE	_____
NAME (TYPED/PRINTED)	_____
TITLE:	_____
EMAIL ADDRESS:	_____
PHYSICAL ADDRESS:	_____
CITY/STATE/ZIP:	_____
TELEPHONE:	_____
FAX:	_____
TAX IDENTIFICATION NUMBER:	_____
DATE:	_____

End of Exhibit A

PRICING AND DELIVERY PROPOSAL

Project Name: **717-24-723, RENOVATIONS OF W.R. BANKS CHILD DEVELOPMENT BUILDING**

From: Respondent's Name: _____
Mailing Address: _____
City, State, Zip Code: _____
Phone Number: _____
Project Title and Number: _____

To: Sceffers Ward
Director of Procurement Services
/HUB Coordinator
Texas Southern University
Department of Procurement Services, Purchasing Division 3100
Cleburne St, Hannah Hall Ste 333
Houston, TX 77004

Having carefully examined all the requirements of the referenced RFP (including all addenda issued as of the date of this proposal) and the Contract Form (including the Contract Documents identified therein), and any attachments to them. Uniform General and Supplementary General Conditions for Texas Southern University as well as the premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to achieve Substantial Completion of the work in accordance with the Contract Documents for the following sum (Amount shall be shown in both written and figure form. In case of discrepancy between the written amount and the figure, the written amount will govern):

BASE LUMP SUM PRICE OPTION:

These are costs which the Contractor actually and necessarily incurs constructing the Project in strict compliance with the Contract Documents. **All submittals will have an itemized statement of cost for each Scope of Work as shown in this document to be included as part of their bid. ALL ANSWERS SHOULD BE CLEARLY STATED IN WORD FORMAT AND IN CURRENCY. PURCHASING WILL NOT CALCULATE ANY DATA ON BEHALF OF THE RESPONDENT. ALL AMOUNTS WRITTEN IN WORDS GOVERN.**

TOTAL COST OF PROJECT:

Baseline (Lump Sum) Price: \$ _____ **Total in Figures:** _____
(Written for duration of project) (Numerically in days)

Baseline (Lump Sum) Price: \$ _____ **Total in Figures:** _____
(Written for monthly amount of project) (Numerically in days)

Note: This response must include installation during normal business hours Monday thru Friday 8:00am to 5:00pm.

Hourly Rate – (Hourly rates should be negotiable based on current operational status of TSU)

- A: Daily (written numerically): _____
- B: Overtime (written numerically): _____
- C: Weekend (written numerically): _____
- D: Holiday (written numerically): _____

Proposals shall be valid and binding, and not subject to withdrawal, for a period of ninety (90) days from the date of opening thereof.

Respectfully Submitted and Certified By:

(Legal Name of Business Entity)

(Address, City, State and Zip Code)

(E-mail Address)

(Phone Numbers)

(Respondent's Printed Name)

(Title)

(Authorized Signature)

(Date)

OFFEROR'S ITEMIZED PROPOSAL
(Placeholder)

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

Signature_____

Applicable_____Yes_____No

LICENCES OF EXPERIENCED PERSONNEL

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

Signature_____

Applicable_____Yes_____No

DETAILED BILL OF MATERIALS

(Placeholder to include lead time)

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

Signature _____

Applicable _____ Yes _____ No

ADDITIONAL ATTACHMENTS OR EXHIBITS

- TSU VENDOR APPLICATION
- REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (MUST BE RENEWED ANNUALLY)
- FELONY CONVICTION NOTIFICATION
- TEXAS SOUTHERN UNIVERSITY TERMS AND CONDITIONS

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

Signature _____

Applicable _____ Yes _____ No

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/>.

End of the solicitation