



**REQUEST FOR PROPOSAL**

RFP Number: [INSERT RFP#]

[INSERT RFP NAME]

**PROPOSALS MUST BE SUBMITTED ONLINE BEFORE:  
[INSERT DUE DATE AND TIME]**

**NOTE: ONLY PROPOSALS SUBMITTED ONLINE WILL BE ACCEPTED.**

Proposal must be submitted online in TWU's electronic bidding portal  
<http://www.twu.edu/procurement/electronic-bidding.asp>  
before the hour and date specified for receipt of proposal.

***Online bidding system closes at exactly 2:00 PM. Please allow sufficient time to upload your documents. Late submittals will not be accepted.***

Proposals will be received online until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award of a Contract, if one is made.

**SUBMIT ONLINE RESPONSES TO:**

<http://www.twu.edu/procurement/electronic-bidding.asp>

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## SECTION 1 GENERAL INFORMATION

### 1.1 Introduction

Texas Woman's University ("TWU") is seeking competitive responses to a Request for Proposal ("RFP") for [INSERT RFP DESCRIPTION]. This RFP provides sufficient information for interested parties ("Proposers") to prepare and submit proposals for consideration by TWU. Additional information may be made available by written request to the purchaser indicated in the section entitled "Questions by Proposers."

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of TWU's needs.

By submitting proposals, each proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each proposer also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the proposer. If selected by TWU, the vendor will notify TWU immediately of any material change in any matters with regard to which the vendor has made a statement or representation or provided information.

*Proposers are cautioned to read the information contained in this Request for Proposal (RFP) carefully and to submit a complete response to all requirements and questions as directed.*

### 1.2 Information about Texas Woman's University

[Texas Woman's University](#) — created in 1901 by the 27th Texas State Legislature — holds a distinctive position in the Lone Star State and the nation today: *it is America's largest public university primarily for women.*

Since its founding more than a century ago, Texas Woman's has become known for its contributions and leadership in the fields of education, nutrition, the arts and sciences, nursing and the health care professions. TWU's main campus is in the booming North Texas college town of Denton just 40 miles from the Dallas-Fort Worth metropolis and consistently named one of Texas' and the nation's best college towns. It also has health sciences centers in Dallas' prestigious Southwestern Medical District and Houston's world-renowned Texas Medical Center.

The University has more than 15,000 students on these three campuses and offers more than 60 programs of study with a total of 110 undergraduate and graduate degrees (bachelor's: 43, master's: 47 and doctoral: 20) in traditional, online and hybrid formats. Nearly 60 percent of TWU students take at least one online course, and one-fourth of its graduate students only take online courses.

TWU offers the student support, class sizes and campus aesthetics more typically found at a private university. TWU believes in a quality education that is affordable and accessible, which is why it offers more than \$15 million in scholarships annually.

### 1.3 Mission Statement

Texas Woman's University builds on its long tradition as a public institution primarily for women by educating a diverse community of students to lead personally and professionally fulfilling lives. TWU prepares women and men for leadership and service through high quality undergraduate, graduate and

professional programs on campus and at a distance. A TWU education ignites potential, purpose and a pioneering spirit.

**1.4 Scope of Goods and/or Services**

TWU is seeking proposals from one or more responsive and responsible proposer(s) for [INSERT RFP DESCRIPTION].

**1.5 Term of Award**

[INSERT TERM]

**1.6 Schedule of Events**

TWU will make a good faith effort to follow the timeline below for evaluating, negotiating and issuing an award:

Distribution of RFP .....	[INSERT MM/DD/YYYY]
Deadline for Submission of Written Questions.....	[INSERT MM/DD/YYYY AND HH:MM] CT
Deadline for Submission/Delivery of Proposals.....	[INSERT MM/DD/YYYY AND HH:MM] CT
Evaluation of Proposals .....	[INSERT MM/DD/YYYY]
Award Recommendation.....	[INSERT MM/DD/YYYY]

\* All dates are tentative and subject to change

**1.7 TWU's Right to Reject**

This RFP does not commit TWU to select a proposer or to award a Contract to any proposer. TWU reserves the right to accept or reject, in whole or in part, any proposal it receives pursuant to this RFP. Proposals which are qualified with conditional clauses or alterations or items not specified in the RFP documents, or irregularities of any kind, are subject to disqualification by TWU at its option. If TWU receives fewer than three proposals, TWU has the right to reissue this RFP in order to gain additional competitive proposals.

**1.8 Historically Underutilized Business (HUB) Firms**

TWU endeavors to promote full and equal opportunity for businesses to supply TWU with goods and/or services that are necessary to support TWU's educational mission. In this regard, TWU commits to select proposers in accordance with (i) TWU needs, (ii) TWU resources, (iii) HUB goals and guidelines established by the Texas legislature and Texas Procurement and Support Services (TPASS), and (iv) TWU policies and procedures for contracting with HUBs, specifically Policy 4.03 Historically Underutilized Businesses. Vendors shall allow TWU full access to documentation relating to its HUB program and any HUB Subcontracting plans. Failure to comply with any provision of the state or University's HUB regulations may result in immediate cancellation of any Contract.

**1.9 Definitions/Glossary of Terms**

**Addendum**—An addition or supplement to a solicitation document. Addenda are issued prior to the proposal opening date.

**Contract**—A written document referring to promises for which the law establishes enforceable duties and remedies between a minimum of two (2) parties.

**Award**—The act of accepting a bid, proposal or offer; thereby resulting in a Contract between TWU and a vendor.

**Best and Final Offer (BAFO)**—The result of final negotiations with responsive vendors during the RFP

process.

**Escalation Clause**—Provision in an Contract that allows for increasing or decreasing the contracted price for goods or services in step with market prices, an agreed-upon benchmark such as the consumer price index, or when maintenance and operating costs go up or down.

**Fiscal Year (FY)**—The 12-month period covered by the State of Texas's yearly budget, September 1 through August 31.

**Proposal**—An offer submitted by a vendor in response to an RFP intended to be used as a basis to negotiate a Contract.

**Proposer**—The supplier of goods and/or services who submits a proposal in response to the RFP.  
Note: The terms "proposer" and "vendor" may be used interchangeably in the RFP depending on the stage in which the supplier of goods and/or services is with regard to doing business with TWU.

**Purchase Order**—A signed written acceptance of an offer from a vendor. A purchase order may serve as the legal and binding Contract between parties.

**Request for Proposal (RFP)**—A formal solicitation requesting submittal of a proposal in response to the required scope of services that usually includes some form of a cost proposal.

**Vendor**—A supplier of goods and/or services that is awarded and contracts with TWU.

## SECTION 2 PROPOSAL REQUIREMENTS AND PROCEDURES

### 2.1 Questions by Proposers

Questions must be submitted in writing by the date indicated in the section entitled “Schedule of Events.” The questions, written TWU response, and addenda related to the RFP, if any, will be posted online in the TWU electronic bidding portal, Texas Woman's University website <http://www.twu.edu/procurement/purchasing.asp> as well as the State of Texas Electronic State Business Daily (ESBD) website <http://esbd.cpa.state.tx.us/>. Only those replies to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. If TWU determines a question has been sufficiently answered in the RFP, the inquiring proposer will be referred to the relevant section of the RFP. **Note: It is the responsibility of the proposer to check online in the electronic bidding portal, the TWU website or the ESBD website for any and all addenda posted for this RFP.**

Questions must be emailed to the following purchaser:

[INSERT CONTACT NAME]  
[INSERT CONTACT EMAIL ADDRESS]

Texas Woman's University  
Procurement and Contract Services

### 2.2 Communications with TWU Personnel

**Except as provided in this RFP and as otherwise necessary for the conduct of ongoing TWU business operations, proposers are expressly and absolutely prohibited from engaging in communications with university personnel who are involved in any manner in the review and/or evaluation of the proposals, selection of a proposer, and/or negotiation or formalization of a Contract.** If any proposer engages in conduct or communications that TWU determines is contrary to the prohibitions set forth in this section, TWU may, at its sole discretion, disqualify the proposer and withdraw the proposer's proposal from consideration.

Any notice under this Contract shall be in writing and emailed to the party to be notified. The name and address of the person who may be contacted on behalf of TWU for purposes of notice is the purchaser indicated in section 2.1.

### 2.3 Proposal Formatting and Presentation Requirements

2.3.1 The proposal itself must contain all the components in the following order:

- Background of the proposer
- Proposer's responses to the section entitled “Questionnaire”
- Schedule of costs and fees
- Scope of work, including a program overview
- Insurance and bonds (if requested)
- HUB subcontracting plan (**required** for proposals valued at  $\geq$  \$100,000; see the section entitled “HUB Subcontracting Plan”)
- Signed affirmations

2.3.2 The response must include the original complete RFP document, including signed affirmations.

2.3.3 The response should include a table of contents, which should contain sufficient detail to facilitate easy reference to the sections of the proposal, as well as separate attachments.

2.3.4 Preprinted material should be referenced in the proposal and included as labeled attachments, provided as a separate section of the proposal and clearly identified in the table of contents

2.3.5 All pages are to be typed on 8 ½ x 11-inch paper and numbered sequentially.

## 2.4 Submittal Instructions for Proposals

- 2.4.1 Proposals must be signed by the responding company's official authorized to commit such proposals. **Failure to sign the Execution of Offer will be basis for proposal disqualification.**
- 2.4.2 All proposals must be submitted/or received no later than the date and time indicated in the section entitled "Schedule of Events."
- 2.4.3 Proposers must verify that all components referenced in 2.3.1 have been attached and submitted.

## 2.5 HUB Subcontracting Plan

TWU has determined that there **[are/are not]** subcontracting opportunities. If TWU determines that there are subcontracting opportunities, the proposer must include a subcontracting plan even if the proposer intends to self-perform. Supporting documentation must be submitted with the subcontracting plan. If TWU determines there are not subcontracting opportunities, no submittal is required. However, if TWU determines there are not subcontracting opportunities and the proposer finds opportunities to subcontract, then a subcontracting plan will be submitted. Credit can be received for first and second tier (subcontractors of subcontractors).

For assistance with preparation of the subcontracting plan, email [\[INSERT BUYER EMAIL\]](#).

A HUB Subcontracting Form **must** be completed and returned with any proposal to be considered responsive if TWU has determined there is a possibility of subcontracting.

If a properly submitted HUB subcontracting plan contains minor deficiencies (e.g., failure to sign or date the plan, failure to submit already-existing evidence that three HUBs were contacted), the agency may contact the respondent for clarification to the plan if it contains sufficient evidence that the respondent developed and submitted the plan in good faith

HSP forms can be found at <http://www.twu.edu/procurement/Forms.asp>. Additional information about the State of Texas HUB requirements is available on the Texas Comptroller's website under the "Historically Underutilized Business (HUB) Program" link <http://www.window.state.tx.us/procurement/prog/hub/>.

TWU is relying upon the Proposer's expertise to fully identify subcontracting opportunities that best align with their organization and this procurement request. Proposers, who intend to subcontract, are responsible for identifying all areas that will be subcontracted. In accordance with 34 TAC §20.11, a subcontractor means a person who contracts with a prime contractor to work, to supply commodities, or contribute toward completing work for a governmental entity.

## 2.6 Right to Modify, Rescind, or Revoke the RFP

TWU reserves the rights to modify, rescind, or revoke this RFP in whole or in part at any time prior to the date on which the authorized representative of TWU executes a Contract with the selected proposer.

## 2.7 Signature and Certification of Proposing Vendor

The proposal must be signed and dated by a representative of the proposer who is authorized to bind the proposing vendor to the terms and conditions contained in this RFP and to compliance with the information submitted in the proposal. Each proposer submitting a proposal certifies to both (a) the completeness and accuracy of the information provided in the proposal and (b) the authority of the



individual whose signature appears on the proposal to bind the proposer to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.

## **2.8 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, TWU Policies and Procedures**

By submitting a proposal, the proposer agrees to and shall comply with all applicable local, state, and federal laws and regulations, as well as with all applicable policies and procedures of Texas Woman's University.

## **2.9 Compliance with RFP Requirements**

By submitting a proposal and by signing Section 7 of this RFP, a proposer agrees to be bound by the requirements set forth in this RFP and also agrees to be bound by Section 6 terms and conditions, which will govern any contract awarded by TWU. TWU, at its sole discretion, may disqualify a proposal from consideration if TWU determines a proposal is non-responsive and/or non-compliant in whole or in part with the requirements set forth in this RFP.

## **2.10 Binding Effect of Proposal**

Unless otherwise agreed in writing signed by the Assistant Vice President of Procurement and Contract Services, each proposer agrees to and shall be bound by the information and documentation provided with the proposal, including prices quoted for services.

## **2.11 Use and Disclosure of Information**

Proposers acknowledge that TWU is an agency of the State of Texas and is therefore required to comply with the Texas Public Information Act Texas Gov't Code Ch. 552. If a proposal includes proprietary data, trade secrets, or information the proposer wishes to except from public disclosure, then the proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the proposer as proprietary will be used by TWU only for purposes related to or arising out of the (a) evaluation of proposals, (b) selection of a proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the proposer selected.

If the Proposer marks the whole Proposal or substantive portions of the Proposal as confidential, TWU in its sole discretion may declare the proposal non-responsive.

By submitting a Proposal, Proposer hereby grants a limited license to reproduce the Proposal in order to comply with any legal requirement including but not limited to the Texas Public Information Act and legislative budget board requirements.

## **2.12 Validity Period**

Proposals are to be valid for TWU's acceptance for a minimum of 270 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the duration of the Contract.

## **2.13 Extension of Pricing and Terms and Conditions**

Proposers are requested to extend the pricing and all terms and conditions offered in their proposal to state agencies listed as institutions of higher education as defined by Section 61.003, Education Code, Gov't Code Section 2155.134, as well as other State of Texas "Certified," public educational entities. In the event an award is made, the individual agencies may or may not elect to use the Contract.

**2.14 Withdrawal or Modification**

No proposal may be changed, amended or modified after it has been submitted or filed in response to this solicitation, except for obvious errors in extension or as part of the negotiating process which are approved by the Assistant Vice President of Procurement and Contract Services. However, a proposal may be withdrawn and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by TWU, which shall be based on proposer's submittal in writing of a reason acceptable to TWU.

**2.15 Risk of Loss, Damage, Delay**

Proposer acknowledges and agrees to release and hold harmless TWU, its campus components, Board of Regents, officers, employees, agents and personnel, from and against any and all claims, liability, damages and costs, including court costs and attorneys' fees, arising out of or pursuant to submission or delivery of the proposal or failure to submit or deliver the proposal to Procurement and Contract Services at Texas Woman's University, as designated in the submittal instruction sections of this RFP.

**2.16 Proposal Opening**

Proposals will be opened online at Texas Woman's University, Bralley Annex, Room 210 after the deadline. The proposal opening process is open to the public. For convenience, proposers wanting a list of proposals submitted can email the TWU contact person listed in section 2.1 after the opening requesting a list of proposals received. All submitted proposals become the property of TWU after the RFP submittal deadline/opening date and will not be returned.

## SECTION 3 PROPOSAL CONTENTS/DETAILS

### 3.1 Objectives

TWU is seeking proposals from responsive and responsible proposer(s) for [INSERT RFP DESCRIPTION] in accordance with the requirements/conditions set forth in the Sealed Proposal Request No. [INSERT RFP#].

### 3.2 Project Details

[INSERT SOW FROM DEPARTMENT]

### 3.3 Mandatory Requirements/Conditions

3.3.1 [INSERT REQUIREMENTS FROM DEPARTMENT]

### 3.4 Preferred Requirements/Conditions

3.4.1 [INSERT REQUIREMENTS FROM DEPARTMENT]

### 3.5 Value Added Services

3.5.1 Provide information on any value added services you offer that are not addressed in this RFP which may be beneficial to TWU. Proposals must clearly state the details of each value added service and what is included with the service to be provided. Proposals may include any or all of the following value added services:

- Customer Service - proposer(s) must provide TWU with a customer services team that will be dedicated to the TWU account and be available at a minimum of Monday through Friday 8 a.m. to 5 p.m. central time. The customer services team shall include individuals with the following expertise:
  - 1) designated customer support with product expertise
  - 2) contract support designated to support contract issues and pricing/catalogs and
  - 3) account payable support.
- Services –Propose various types of value-added services including total cost of procurement analysis as well as any other cost reduction initiatives.
- Vendor Fairs – Participation at on-site vendor fairs and/or product shows.

### 3.6 Delivery and Inspection

3.6.1 All Products ordered by TWU are subject to inspection and approval by the ordering department. TWU reserves the right to reject and refuse acceptance of Product which is not in accordance with the ordering instructions, specifications or quality standards of same. Rejected Products shall be at the expense of the selected Proposer(s).

3.6.2 If for any reason TWU is not satisfied with a Product, Proposer(s) shall replace the Product with no additional charge or provide a credit.

### 3.7 Invoicing and Payment

3.7.1 Proposer(s) shall be required to submit invoices to Texas Woman's University Procurement and

Contract Services, P.O. Box 425439, Denton, Texas 76204-5439 or email to [twupayables@twu.edu](mailto:twupayables@twu.edu).

- 3.7.2 All invoices will be paid net 30 in compliance with Texas laws. All invoices must reference a valid purchase order or will be returned as non-compliant. No order shall be placed without a valid TWU purchase order.
- 3.7.3 Proposer(s) may submit a proposal for a prompt payment discount.

### **3.8 Compensation and Fees**

- 3.8.1 [INSERT INFORMATION FROM DEPARTMENT]

### **3.9 Alternate Proposals**

TWU may consider alternate proposals submitted by proposer. Proposers submitting alternate proposals should (i) clearly identify any exceptions taken to the requirements and specifications set forth in this RFP and (ii) include a detailed description of the alternative(s) proposed. Proposer may suggest additions to the requirements and specifications set forth in this RFP, and all such suggestions should be clearly defined. Alternate proposals should be submitted as attachments to the proposal. Alternate proposals shall meet the same requirements and shall be in the same format as the proposal's base format.

## SECTION 4 EVALUATION AND AWARD PROCESS

### 4.1 Evaluation Process

TWU will utilize a proposal evaluation team for the evaluation of this RFP. The award will be based on the proposal judged to be in the best interest of TWU, and the judgment in this regard shall be considered final. Any Contract resulting from this request shall be awarded to the proposer providing the "best value" to TWU.

Under section 51.9335 of the Texas Education Code in determining what is the best value to an institution of higher education, TWU shall consider the purchase price, the reputation of the proposer and of the proposer's goods or services, the quality of the proposer's goods or services, the extent to which the goods or services meet TWU's needs, the proposer's past relationship with TWU, the impact on the ability of TWU to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities, the total long-term cost to TWU of acquiring the proposer's goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor.

### 4.2 Proposer's Acceptance of Evaluation Methodology

Submission of a proposal indicates proposer's acceptance of the evaluation technique and proposer's recognition that some subjective judgments must be made by TWU during the assigning of points.

### 4.3 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet TWU's requirements and to provide the best value to TWU. Proposal shall be evaluated by assigning points to each of the items below.

The evaluation will be based on the following system: [\[COMPLETE TABLE BELOW\]](#)

Criteria	Points
Total	100

### 4.4 Consideration of Additional Information

Consideration may also be given to any additional written information and comments that may serve to clarify the proposal information to TWU.

### 4.5 Oral Presentations/Interviews

Upon completion of the initial review and evaluation of the proposals submitted, selected proposers may be invited to participate in oral presentations. Oral presentations/interviews are an option of the evaluation team and may or may not be conducted; therefore, proposals should be complete when submitted by the deadline indicated in the section entitled "Schedule of Events."

#### **4.6 Award Process**

During the opening, proposals will be acknowledged publicly to identify the names of the proposers, but will be afforded security sufficient to preclude disclosure of the contents of the proposal, including prices or other information, prior to award. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or on the basis of negotiation with any of the proposers or, at TWU's sole option and discretion, TWU may discuss or negotiate all elements of the proposal with selected proposers which represent a competitive range of proposals. For purposes of negotiation, a competitive range of acceptable or potentially acceptable proposals may be established comprising the highest rated proposal(s).

#### **4.7 Best and Final Offer**

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, TWU may permit a proposer to revise its proposal in order for TWU to obtain a best and final offer. TWU will provide each proposer within the competitive range with an equal opportunity for discussion and revision of their proposal, and a proposer may elect not to amend their original proposal. TWU is not bound to accept the best-priced proposal if that proposal is not the most advantageous to TWU as determined by the evaluation team.

#### **4.8 Award of Contract**

TWU reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interests of TWU and to re-solicit for proposals, or temporarily or permanently abandon the solicitation. If TWU awards a Contract, it will award the Contract to the proposer whose proposal is the most advantageous to TWU, considering price and the evaluation factors set forth in this RFP.

TWU intends to negotiate and award a Contract or multiple Contracts to a vendor or vendors submitting a proposal that the evaluation committee determines best meet TWU's requirements and that is considered to represent the best value to TWU.

No Contract resulting from this RFP will be exclusive and TWU reserves the right to enter into one or more Contracts covering the same or similar scope of services. TWU may divide obligations between awarded vendors or choose more than one vendor to perform the same or similar scopes of work.

The proposer may submit its standard Contract for review by TWU. The Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the vendor, the specifications including all the modifications thereof, a written Contract, and purchase order(s), all of which shall be referred to collectively as the Contract documents.

#### **4.9 Proposer/Vendor Protest**

Any actual or prospective proposer or vendor who is aggrieved in connection with the solicitation, evaluation or award of a Contract may formally protest to the Assistant Vice President of Procurement and Contract Services. You may access the Texas Woman's University Open Records Request process on the Office of General Counsel website at <http://www.twu.edu/general-counsel/public-information.asp>.

## SECTION 5 PROPOSER'S QUESTIONNAIRE

The proposer recognizes that in selecting a supplier, TWU will rely in part on the answers provided in response to this section. Accordingly, proposer certifies that to the best of its knowledge, all responses are true, correct and complete. TWU reserves the right to contact each and every reference or contact name listed below and shall be free from any liability to proposer for conducting such inquiry.

- 5.1 Provide a summary of the proposer's overall capabilities, recent and related experience, and expertise. Provide information on the proposer's experience related to the scope of work outlined in this RFP, as well as its current work load, facilities, resources and experience that clearly demonstrate its ability to successfully complete the work required within the constraints stated.
- 5.2 Provide a brief resume for each of the proposed key personnel, focusing on relevant experience, and list the assigned function of each key person as it relates to this RFP. Provide information related to previous projects. Also include a statement describing the proposer's commitment of the individuals proposed to perform the requested services.
- 5.3 Provide the name and email address of a point-of-contact for the submitted proposal response. This point-of-contact will not be recognized as, or accepted in lieu of, the "Proposer Signature" requirements in Section 7 of this document.
- 5.3 Provide a copy of your company's audited financial statements for the past two years **if requested** by TWU.
- 5.4 Provide a brief description of projects completed or commodities sold within the past five years. The projects or commodities should be similar to the scope of work or desired goods described in this RFP. Include, as applicable, project description and location or commodities sold, description of services or commodities provided, budget performance and schedule performance, key personnel involved, and client name and contact name and phone number. Particular weight will be given to similar projects in higher education.
- 5.5 Provide three professional references (key contact names, titles, and telephone numbers) that have direct knowledge of your ability to provide the type of goods and/or services outlined in this RFP. Particular weight will be given to references provided in higher education.
- 5.6 Provide a list of any professional organizations the proposer is a member of or actively involved with.
- 5.7 Provide any details of all pending litigation or claims filed against your company in the past ten years that would negatively impact your company's performance under a Contract with TWU.
- 5.8 Provide a completed and signed W9 for your company.
- 5.9 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 5.10 Is your company currently in default on any loan Contract or financing Contract with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

## SECTION 6 GENERAL TERMS AND CONDITIONS

These General Terms and Conditions or ones that are substantially similar will be contained in any resulting Contract or purchase orders arising out of this RFP. If the Proposer takes exception to any of the following General Terms and Conditions set forth, the Proposer must submit a list of the exceptions as part of its proposal. The Proposer's exceptions will be reviewed by TWU and may result in disqualification of the Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then TWU may consider Proposer's exceptions when TWU evaluates the Proposer's proposal. In addition, and to the extent they do not conflict with these terms in any resulting contract, TWU purchase order terms and conditions will apply to all purchases of goods and services by TWU <http://www.twu.edu/procurement/terms-and-conditions.asp>.

### 6.1 Publicity

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

### 6.2 Independent Vendor Status

Vendor agrees that vendor and vendor's employees and agents have no employer-employee relationship with TWU. TWU shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will TWU furnish any medical or retirement benefits or any paid vacation or sick leave. Vendor is responsible for conduct of business operation, including employee salaries, travel, etc.

### 6.3 Subcontractors

Subcontractors providing services under the Contract shall meet the same requirements and level of experience required of the proposer. No subcontractor under the Contract shall relieve the proposer of the responsibility for ensuring the requested services are provided. Proposers planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors in their submitted proposals. If selected by TWU, vendor will not delegate any of its duties or responsibilities under this RFP or the Contract to any subcontractor, except as expressly provided in the Contract.

### 6.4 Insurance Requirements

6.4.1 The vendor agrees to furnish, **if requested**, insurance certificates reflecting the following coverage:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employer's Liability	\$1,000,000
Commercial General Liability, including Products and Completed Operations	
a. Per Occurrence	\$1,000,000
b. Aggregate	\$3,000,000
Professional Liability	\$1,000,000
Automobile Liability	
Combined Single Limit	\$1,000,000

*NOTE: An umbrella policy may be used to reach required limits.*

6.4.2 Additional Insured, Subrogation



All policies must include a waiver of subrogation favoring TWU. With the exception of the Workers' Compensation and Professional Liability policies, TWU shall be an additional insured on all policies.

#### 6.4.3 Certificates of Coverage

At least thirty (30) days prior to the effective date of the Contract and at least thirty (30) days prior to the commencement of any renewal term of the Contract, the vendor shall furnish Procurement and Contract Services with certificates of insurance in a form acceptable to TWU's Risk Manager, certifying that the vendor carries the required insurance policies and coverage. The certificates shall be sent to Procurement and Contract Services, at the address or email listed in section 2.1.

#### 6.4.4 Notification of Cancellation

The vendor will endeavor to notify TWU's Office of Procurement and Contract Services 30 days before any material change or cancellation of any insurance policy. In the event the vendor receives notice of modification or cancellation of any of the policies required under the Contract, then prior to the effective date of modification or cancellation of the policy, the vendor shall obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to TWU's Risk Manager. If the vendor fails to obtain such an insurance policy, TWU may immediately terminate the Contract without further notice to the vendor.

### 6.5 Acceptance of Products and Services

All products furnished and all services performed under the Contract shall be to the satisfaction of TWU and in accordance with the specifications, terms and conditions of this Contract. TWU reserves the right to inspect the products furnished or the services performed and to determine the quality, acceptability and fitness of such products or services.

### 6.6 Infringement of Patents and Copyrights

The vendor agrees to protect TWU from claims involving infringement of patents or copyrights. If applicable to any awarded Contract, Vendor will defend, at its expense, any proceeding against TWU ("Claim") to the extent such Claim is based upon an allegation that Vendor's product, as of its delivery date under the Contract, infringes a valid United States patent or copyright or misappropriates a third party's trade secret. Vendor will indemnify TWU for any judgments, settlements and reasonable attorney fees resulting from a Claim.

### 6.7 Taxes

6.7.1 TWU, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The vendor may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

6.7.2 The vendor shall collect and pay all taxes imposed upon the sale of items included in the Contract, as required by federal, state or local law. The vendor shall be responsible for and pay all social security, unemployment insurance, old age retirement and other federal and state taxes that are measured by the wages, salaries, or other remuneration paid to persons employed by the vendor.

### 6.8 Technology Access

The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of electronic and information resources (EIR) unless that EIR meets certain statutory requirements relating to accessibility as required by Texas Administrative Code (TAC) 206 and 213. Accordingly the vendor represents and warrants to TWU that the EIR provided to TWU complies

with the accessibility requirements as outlined in 1 TAC 206 and 213 by providing (1) a completed Voluntary Product Accessibility Template (VPAT) attesting to the EIR's accessible features and capabilities or (2) providing a similarly formatted document as the VPAT attesting to the EIR's accessible features and capabilities.

## **6.9 Federal Funding**

6.9.1 This Contract may be funded wholly or partially with federal funds. The proposer shall comply with all applicable provisions of federal law. TWU utilizes <http://www.whitehouse.gov/omb/circulars/index.html> and <http://www.gsa.gov> for all federal guidelines.

## **6.10 Time of Performance**

Time is of the essence in the rendering of services and delivery of products under a Contract. Vendor agrees to perform all obligations and render services on the schedules set forth in this proposal.

## **6.11 Default**

In the event that the vendor fails to carry out or comply with any of the terms and conditions of the Contract, TWU may notify the vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the vendor fails to remedy such failure or default within the ten (10) day period, TWU shall have the right to cancel the Contract upon thirty (30) days written notice.

The cancellation of the Contract, under any circumstances whatsoever, shall not effect or relieve vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the Contract and such cancellation by TWU shall not limit any other right or remedy available to TWU at law or in equity.

## **6.12 Termination**

- 6.12.1 Upon award, the Contract may be terminated, without penalty, by TWU or the vendor with or without cause by giving at least thirty (30) days written notice of such termination.
- 6.12.2 Upon award, the Contract is subject to termination, without penalty, in whole or in part, if funds are not appropriated by the legislature of the State of Texas.
- 6.12.3 The Contract may be terminated by either the vendor or by TWU upon thirty (30) days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, Contracts or conditions hereof, and such failure is not cured during such thirty (30) day period.
- 6.12.4 TWU may terminate the Contract immediately without further notice if the vendor (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignments or sale of its assets or business for the benefit of creditors.
- 6.12.5 In no event shall such termination by TWU as provided for under this section give rise to any liability on the part of TWU including, but not limited to, claims of vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TWU's sole obligation hereunder is to pay vendor for products or services received prior to the date of termination.

## **6.13 Contractual Requirements**

6.13.1 Contract administration will be by TWU Procurement and Contract Services. No modification or amendment to any awarded Contract shall become valid unless agreed to by TWU in writing and signed by both parties. All correspondence regarding modifications or amendments to an

awarded Contract must be forwarded to the TWU Procurement and Contract Services Department for prior review and approval. Only the Assistant Vice President of Procurement and Contract Services or his/her designee will be authorized to process changes or amendments. All amendments must be signed by the same person who signed the original Contract or a person with institutional approval authority.

6.13.2 Proposer(s) shall reference the applicable TWU contract number on all quotes and invoices.

6.13.3 Proposer(s) shall accept a purchase order. Purchase orders will be submitted by fax or email depending on the proposer(s) preference. No work shall commence at any time unless a valid purchase order has been received by the proposer. TWU is not liable to pay any order that is not submitted on a TWU purchase order.

6.13.4 All changes must be supported by a written Purchase Order Change Notice prepared and processed by TWU Procurement and Contract Services. Other TWU personnel do not have the authority to issue changes, oral or written, to the resulting purchase order.

#### **6.14 Access to Documents**

The vendor shall maintain records generated pursuant to this Contract for a period of at least four (4) years after submission of the last accounting report date on which services were rendered, or until final resolution of any proceedings arising out of the Contract, whichever date is later in time. To the extent applicable to this Contract, in accordance with Section 1861(v)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., vendor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Contract, access to this Contract and its books, documents, and records; and Contracts between vendor and its subcontractors or related organizations, including books, documents and records relating to same, by TWU.

#### **6.15 Right to Audit**

6.15.1 The vendor understands that acceptance of funds under any Contract awarded from this RFP acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. The vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The vendor 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 awards.

6.15.2 TWU shall have the right, at its sole cost, to either use its own employees or engage an independent third party to audit the financial records of a vendor pertaining to any awarded Contract for the preceding forty eight (48) month period. Such audit shall be completed by TWU or its representatives at the vendor's office, on reasonable advance notice, and on dates and times mutually agreed to by the parties. In the event such audit reveals any underpayment to or overpayment by TWU, the vendor shall promptly pay the amount to TWU. If such audit reveals any overpayment to or underpayment by TWU, TWU shall promptly pay the amount to the vendor.

#### **6.16 Non-Disclosure**

Vendor and TWU acknowledge that they or their employees may, in the performance of the resultant Contract come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with vendor or TWU unless required by law.

In the course of providing services during the term of the Contract, Vendor may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under. Such information is considered confidential and is therefore protected. To the extent that Vendor has access to “education records” under the Contract, it is deemed a “school official,” as each of these terms are defined under FERPA. Vendor agrees that it shall not use education records for any purpose other than in the performance of the Contract. Except as required by law, Vendor shall not disclose or share education records with any third party unless permitted by the terms of the Contract or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Vendor under the Contract.

***Vendor shall not make available information on any student, faculty, or staff member for marketing purposes.***

#### **6.17 Severability**

If one or more provisions of the resultant Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

#### **6.18 Non-Waiver of Defaults**

Any failure of TWU at any time to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair it or the right of TWU at any time to avail itself of same.

#### **6.19 Assignment**

Neither this Contract, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless agreed to in writing by TWU. Vendor shall not subcontract any portion of services encompassed by the Contract without TWU's prior written approval. TWU shall not be required to recognize any assignment or subcontract made without its prior written approval, and any such assignment by vendor shall be wholly void and ineffective for all purposes unless made in conformity with this section.

#### **6.20 Texas Public Information Act**

All information, documentation and other material submitted by vendor under this proposal is subject to public disclosure under the Texas Public Information Act (the “Act”) (Texas Government Code, Chapter 552). Vendor is hereby notified that TWU strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General.

TWU will use its best efforts to maintain the confidentiality of all vendors' submitted information except where TWU is required to disclose it under the Act. The Texas Attorney General will ultimately decide whether a vendor's proprietary information (such as financial information, client lists, etc.) is released to the public, however TWU will give a vendor notice of all requests for its proprietary information in accordance with the Act. TWU cannot represent vendor interests to the Texas Attorney General and vendors seeking to protect their proprietary information will be required to submit a letter, brief, or memorandum to the Attorney General with reasons in support of withholding their information. Please note that in general, vendor pricing information will be disclosed under the Public Information Act. If vendors have further questions regarding the Public Information Act, they should seek appropriate legal counsel.

## 6.21 Registration of Sex Offenders

All sex offenders required to register with local law enforcement authorities under Chapter 62.151 of the Texas Code Of Criminal Procedure who intend to work on any campus of TWU for a consecutive period exceeding fourteen (14) days or for an aggregate period exceeding thirty (30) days in a calendar year are required to register with the TWU Department of Public Safety (DPS) within 7 days of beginning work on any campus of TWU. In addition, such sex offenders are required to notify DPS within seven (7) days of terminating work on any campus. Therefore, if employees and/or agents of vendors and subcontractors will be performing work on any TWU campus, it is the vendor's responsibility to comply with this requirement. For additional information, please contact DPS at Hubbard Hall Lower Level, 301 Administration Drive, Denton, TX 76201 940-898-2911, or <http://www.twu.edu/dps/>.

## 6.22 Indemnification

The vendor agrees to and shall indemnify and hold harmless TWU, its Board of Regents, officers, agents, employees, and personnel, against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from any negligent act or omission of the vendor in the performance and/or failure to perform within the Contract including the negligent acts or omission of any subcontractor or any direct or indirect employees of the vendor or subcontractors. The indemnification obligations set forth in the Contract shall survive termination or expiration of the Contract.

## 6.23 Governing Law

Denton County, Texas shall be the proper place of venue for suit on or in respect of this Contract. The Contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

## 6.24 Dispute Resolution

The dispute resolution process provided for in the Texas Government Code, Chapter 2260 shall be used, as further described herein, by TWU and the contracting party in an attempt to resolve any unresolved claim for breach of contract arising under the Contract and made by the contracting party.

- (a) A contracting party's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Government Code, Chapter 2260, Subchapter B. To initiate the process, the contracting party shall submit written notice, as required by Subchapter B, to the Assistant Vice President of Procurement and Contract Services. Said notice specifically states that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of TWU and the contracting party that are otherwise entitled to notice under this Contract. Compliance by the contracting party with Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code, Chapter 2260, Subchapter C.
- (b) The contested case process provided in Government Code Chapter 2260, Subchapter C, shall be the contracting party's sole and exclusive process for seeking a remedy for an alleged breach of contract by TWU if the parties are unable to resolve their disputes in the ordinary course of business or under Chapter 2260, Subchapter B, unless, after considering the recommendation of the Administrative Law Judge, the Legislature grants the contracting party consent to sue under Chapter 107 of the civil Practices and Remedies Code.
- (c) Neither the execution of this contract by TWU nor any other conduct of any representative of TWU relating to the contract shall be considered a waiver of TWU's sovereign immunity to suit.

- (d) The dispute resolution process provided for in Government Code Chapter 2260 will not, at any time, affect TWU's right of ability to bring suit against the contracting party for disputes arising under this Contract, nor will it affect TWU's ability to assert all claims and defenses in a lawsuit.
- (e) Pursuant to Chapter 2260, the submission, processing and resolution of the contracting party's claim is governed by the published rules adopted by the Texas Attorney General's Office, as currently effective, hereafter enacted or subsequently amended.
- (f) Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by TWU the contracting party shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the contracting party may suspend performance during the pendency of such claim or dispute if the contracting party has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.



## SECTION 7 EXECUTION OF OFFER AND AFFIRMATIONS

Signing this proposal with a false statement is a material breach of Contract and shall void the submitted proposal or any resulting Contracts, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

- 7.1 The proposer is not currently delinquent in the payment of any debt or taxes owed the State of Texas.
- 7.2 Proposer 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.
- 7.3 Proposer certifies as follows: "Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate."

Furthermore, any proposer subject to Section 231.006, Family Code, must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to award. Enter the name and social security numbers for each person below. Proposers that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders' List will be deemed to have satisfied this requirement.

Name:	SS#
Name:	SS#:
Name:	SS#:

- 7.4 The proposer 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 proposal.
- 7.5 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.
- 7.6 Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 7.7 The proposer certifies that the vendor and/or principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.
- 7.8 Under Section 2155.006(b) of the Texas Government Code, a state university may not accept a proposal or award a Contract, including a Contract for which purchasing authority is delegated to a state university, that includes a proposed financial participation by a person who, during the five-year period preceding the date of the proposal or award, has been: (i) 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 (ii) 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.

7.9 Proposer agrees to comply with Government Code 2155.4441, pertaining to service Contract use of products produced in the State of Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

7.10 Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Proposer: \_\_\_\_\_

Date of Employment with Proposer: \_\_\_\_\_

7.11 Conflict of Interest

7.11.1 The vendor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding Contract or by any other such kinship or connection exists between the owner of any proposer that is a sole proprietorship, the officers or directors of any proposer that is a corporation, the partners of any proposer that is a partnership, the joint ventures of any proposer that is a joint venture or the members or managers of any proposer that is a limited liability company, on one hand, and an employee of any component of TWU, on the other hand, other than the relationships which have been previously disclosed to TWU in writing and (ii) proposer has not been an employee of TWU within the immediate twelve (12) months prior to the submittal deadline. All disclosures by proposer in connection with this affirmation will be subject to administrative review and approval before TWU enters into a Contract with proposer. Any violation of this conflict of interest policy shall result in immediate cancellation of any resulting Contract in addition to a potential debarment of the vendor from doing business with the State of Texas.

7.11.2 An employee may not be in any dual employment positions that would result in a conflict of interest in relation to his/her position at TWU. If such circumstance arises, the employee shall remove himself/herself from the process and disclose the relationship to his/her direct supervisor and to the Assistant Vice President Procurement and Contract Services. A TWU department may not hire a vendor if a current TWU employee of such department is also employed by such vendor; a current employee of such department has a direct or indirect ownership interest in such vendor; and/or the hiring of such vendor would result in the furtherance of any private interest or gain for a current employee of such department. If the owner of any such vendor who provides services to TWU is a TWU employee, compliant payment to any vendor classified as a sole proprietorship or an individual shall be made through the Payroll Services department.



**Proposer Information and Signature**

Proposer certifies that the individual signing this document and the documents made a part of this RFP is authorized to sign such documents on behalf of proposer and to bind proposer under any Contract that may result from the submission of proposer's proposal.

By signing the proposal, the vendor certifies that if a Texas address is shown as the address of the vendor, the vendor qualifies as a Texas Resident Bidder, as defined in 34 TAC sec. 20.38.

Payee Identification Number (PIN): \_\_\_\_\_

Sole Proprietor should also enter social security No.: \_\_\_\_\_

Proposer/Company: \_\_\_\_\_

Name (Typed/Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Signature (INK):** \_\_\_\_\_

**Other Preferences** as defined in 34 TAC sec. 20.38 (check any that are applicable)

- Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
- 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

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSER'S PROPOSAL.  
FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR  
PROPOSAL.**