



REQUEST FOR OFFER

RFO Number: [INSERT RFO#]

[INSERT RFO NAME]

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

NOTE: ONLY OFFERS SUBMITTED ONLINE WILL BE ACCEPTED.

Offer 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.

Offers 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 may only be divulged after award of a contract, if a contract is awarded.

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 Offer ("RFO") for [\[INSERT RFO DESCRIPTION\]](#). This RFO provides sufficient information for interested parties ("Offerors") to prepare and submit offers for consideration by TWU. Additional information may be made available by written request to the purchaser indicated in the section entitled "Questions by Offerors."

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

By submitting offers, each Offeror certifies that it understands this RFO 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 Offeror also certifies that it understands that all costs relating to preparing and responding to this RFO will be the sole responsibility of the Offeror. 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.

Offerors are cautioned to read the information contained in this Request for Offer (RFO) 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 offers from one or more responsive and responsible Offerors for [INSERT RFO DESCRIPTION].

1.5 Term of Award

The term of any services, or deliverables created through services, related to the contract shall be from the date of signature of the parties through _____. The anticipated starting date is _____. Any commercial deliverable products relating to this specific contract shall be procured by the vendor.

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 RFO	[INSERT MM/DD/YYYY]
Deadline for Submission of Written Questions.....	[INSERT MM/DD/YYYY AND HH:MM] CT
Deadline for Submission/Delivery of Offers.....	[INSERT MM/DD/YYYY AND HH:MM] CT
Evaluation of Offers	[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 RFO does not commit TWU to select an offer or to award a Contract to any offeror. TWU reserves the right to accept or reject, in whole or in part, any offer it receives pursuant to this RFO. Offers which are qualified with conditional clauses or alterations or items not specified in the RFO documents, or irregularities of any kind, are subject to disqualification by TWU at its option. If TWU receives fewer than three offers, TWU has the right to reissue this RFO in order to gain additional competitive offers.

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 offer 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, offer 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 RFO 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.

Offer—An offer submitted by a vendor in response to an RFO intended to be used as a basis to negotiate a Contract.

Offeror—The supplier of goods and/or services who submits an offer in response to the RFO. Note: The terms "offeror" and "vendor" may be used interchangeably in the RFO 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 Offer (RFO)—A formal solicitation requesting submittal of an offer in response to the required scope of services that usually includes some form of a cost offer.

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 Offerors

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 RFO, 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/>. **NO PHONE INQUIRIES WILL BE ACCEPTED.** 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 RFO, the inquiring offeror will be referred to the relevant section of the RFO. **Note: It is the responsibility of the offeror to check online in the electronic bidding portal, the TWU website or the ESBD website for any and all addenda posted for this RFO.**

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 RFO and as otherwise necessary for the conduct of ongoing TWU business operations, offerors 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 offers, selection of an offeror, and/or negotiation or formalization of a Contract. If any offeror 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 offeror and withdraw the offer 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 Offer Formatting and Presentation Requirements

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

- Background of the offeror
- Offeror'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 offers valued at \geq \$100,000; see the section entitled "HUB Subcontracting Plan")
- Signed affirmations

2.3.2 The response must include the original complete RFO 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 offer, as well as separate attachments.

2.3.4 Preprinted material should be referenced in the offer and included as labeled attachments, provided as a separate section of the offer 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.
- 2.3.6 All responses must be submitted online in TWU's online bidding system. Additionally, please submit one (1) hard copy of the Offer and one (1) USB flash drive including the offer, signed affirmations, HUB plan (if applicable), W9 and any attachments for the Offer to be delivered before the submittal deadline. Hard copy offers should be submitted to:

Attn: Chelle Jezek
TWU Procurement and Contracts Services
411 Texas St. – Bralley Annex # 210
Denton, TX 76204

2.4 Submittal Instructions for Offers

- 2.4.1 Offers must be signed by the responding company's official authorized to commit such offers. ***Failure to sign the Execution of Offer will be basis for offer disqualification.***
- 2.4.2 All offers must be submitted/or received no later than the date and time indicated in the section entitled "Schedule of Events." In establishing the time and date of receipt, TWU will rely solely on the time/date stamp of the TWU's Procurement and Contracts Services department.
- 2.4.3 Offerors must verify that all components referenced in 2.3.1 have been attached and submitted.
- 2.4.4 Facsimile transmissions (fax) of offers will not be accepted under any circumstances.

2.5 HUB Subcontracting Plan

TWU has determined that there **[are/are not]** subcontracting opportunities. If TWU determines that there are subcontracting opportunities, the offeror must include a subcontracting plan even if the offeror 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 offeror 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 offer to be considered responsive if TWU has determined there is a possibility of subcontracting.
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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 Offeror's expertise to fully identify subcontracting opportunities that best align with their organization and this procurement request. Offerors, 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 RFO

TWU reserves the rights to modify, rescind, or revoke this RFO 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 Offeror

The offer must be signed and dated by a representative of the offeror who is authorized to bind the offeror to the terms and conditions contained in this RFO and to compliance with the information submitted in the offer. Each offeror submitting an offer certifies to both (a) the completeness and accuracy of the information provided in the offer and (b) the authority of the individual whose signature appears on the offer to bind the offeror to the terms and conditions set forth in this RFO. Offers 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 an offer, the offeror 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 RFO Requirements

By submitting an offer and by signing Section 7 of this RFO, an offeror agrees to be bound by the requirements set forth in this RFO 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 an offer from consideration if TWU determines an offer is non-responsive and/or non-compliant in whole or in part with the requirements set forth in this RFO.

2.10 Binding Effect of Offer

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

2.11 Use and Disclosure of Information

Offerors 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 an offer includes proprietary data, trade secrets, or information the offeror wishes to except from public disclosure, then the offeror 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 offeror as proprietary will be used by TWU only for purposes related to or arising out of the (a) evaluation of offers, (b) selection of an offer pursuant to the RFO process, and (c) negotiation and execution of a Contract, if any, with the offeror selected.

If the Offeror marks the whole Offer or substantive portions of the Offer as confidential, TWU in its sole discretion may declare the offer non-responsive.

By submitting an offer, Offeror hereby grants a limited license to reproduce the offer 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

Offers 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. Offers, if accepted, shall remain valid for the duration of the Contract.

2.13 Extension of Pricing and Terms and Conditions

Offerors are requested to extend the pricing and all terms and conditions presented in their offer 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 offer 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, an offer may be withdrawn and resubmitted any time prior to the time set for receipt of offers. No offer may be withdrawn after the submittal deadline without approval by TWU, which shall be based on offeror's submittal in writing of a reason acceptable to TWU.

2.15 Risk of Loss, Damage, Delay

Offeror 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 offer or failure to submit or deliver the offer to Procurement and Contract Services at Texas Woman's University, as designated in the submittal instruction sections of this RFO.

2.16 Offer Opening

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

SECTION 3 OFFER CONTENTS/DETAILS

3.1 Objectives/Business Need

TWU is seeking offers from responsive and responsible offeror(s) for [INSERT RFO DESCRIPTION] in accordance with the requirements/conditions set forth in the Sealed Offer Request No. [INSERT RFO#].

- Provide a description of the business and functional needs that this RFO is to address.
- Describe any history that might be pertinent, e.g. previous and future phases
- Include key portions of the Business Case, such as:
 - Intentions/Values of the desired solution
 - Focus Statement
 - Indicate stakeholders in the project
 - Any constraints on the solution
 - Context – identifies the expectations and boundaries of this RFO
- Explain how the project fits into the enterprise/organization strategic direction or plan.

3.2 Project Details/Scope of Deliverables and Services

[INSERT SOW FROM DEPARTMENT]

- Desired system features
- Specific deliverables required

3.3 Project Requirements/Conditions

Describe any organization implementation requirements, such as:

- All locations where the system might be implemented
- If the implementation will involve the training of staff
- Any ongoing hardware/software, maintenance and warranty needs
- Compliance with the Statewide Enterprise Architecture
- Compliance with Statewide Project Management Methodology
- Compliance with applicable industry/organization standards

3.4 Project Milestones and Schedule

- Project Start Date
- Key deliverable dates
- End Date

3.5 Offer Requirements

3.5.1 Offerors must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the offer, the quotation must be referenced on the offer document and signed by the offeror to establish formal linkage to the bid.

3.5.2 Vendor shall bear all risk of loss on items covered by any resulting purchase order until final acceptance at the destination specified on the face of the purchase order, except for loss occasioned solely by the negligence of the University. Any "F.O.B." designation does not vary the foregoing risk of

loss provisions. Vendor shall replace any lost or damaged media containing licensed software or data upon request at a price not exceeding the reasonable cost of media duplication, packaging and shipping.

3.6 SPECIFICATION:

- 3.6.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Offers on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). Offers should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require offeror to furnish specified brand names, numbers, etc.
- 3.6.2 Unless otherwise specified, items shall be new and unused and of current production.
- 3.6.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from a nationally recognized testing laboratory (NRTL). Acceptable NRTLs may be found at: <http://www.osha.gov/dts/otpca/nrtl/index.html>.
- 3.6.4 Samples, when requested, must be furnished free of expense to TWU. If not destroyed in examination, they will be returned to the offeror, on request, at offeror's expense. Each sample should be marked with the offeror's name and address, and RFO number.
- 3.6.5 TWU will not be bound by any oral statement or representation contrary to the written specifications of this Request for Offer (RFO).
- 3.6.6 Manufacturer's standard warranty shall apply unless otherwise stated in the RFO.

3.7 Delivery and Inspection

- 3.7.1 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 Offeror(s).
- 3.7.2 If for any reason TWU is not satisfied with a Product, Offeror(s) shall replace the Product with no additional charge or provide a credit.
- 3.7.3 Indicate number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates Offeror to deliver in [ENTER # OF DAYS] calendar days. Unrealistic delivery promises may cause offer to be disregarded.
- 3.7.4 If delay is foreseen, Offeror shall give written notice to TWU and the ordering agency. Offeror must keep TWU and ordering agency advised at all times of status of order.
- 3.7.5 Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TWU to purchase the goods or services of this RFO elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the offeror.
- 3.7.6 No substitutions permitted without written approval of TWU.

- 3.7.7 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TWU.
- 3.7.8 Authorized TWU personnel shall have access to vendor's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the offer or on samples taken from regular shipment. All costs shall be borne by the Offeror in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at TWU's option, be returned to the Offeror or held for disposition at Offeror's expense. Latent defects may result in revocation of acceptance.

3.8 Invoicing and Payment

- 3.8.1 Offeror(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.
- 3.8.2 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.
- 3.8.3 Offeror(s) may submit an offer for a prompt payment discount.

3.8 Compensation and Fees

- 3.8.1 [\[INSERT INFORMATION FROM DEPARTMENT\]](#)

SECTION 4 EVALUATION AND AWARD PROCESS

4.1 Evaluation Process

TWU will utilize an evaluation team for the evaluation of this RFO. The award will be based on the offer 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 Offeror 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 Offeror and of the Offeror's goods or services, the quality of the Offeror's goods or services, the extent to which the goods or services meet TWU's needs, the Offeror'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 Offeror's goods or services, and any other relevant factor that a private business entity would consider in selecting a vendor.

4.2 Offeror's Acceptance of Evaluation Methodology

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

4.3 Evaluation Criteria and Weights

Each offer shall be evaluated on the ability to meet TWU's requirements and to provide the best value to TWU. Offers 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 offer information to TWU.

4.5 Oral Presentations/Interviews

Upon completion of the initial review and evaluation of the offers 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, offers should be complete when submitted by the deadline indicated in the section entitled "Schedule of Events."

4.6 Award Process

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

Texas Woman's University reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of TWU and to reject any and all bid items at the sole discretion of TWU. TWU also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of TWU.

Consistent and continued tie bidding could cause rejection of bids by TWU and/or investigation for antitrust violations.

4.7 Best and Final Offer

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

4.8 Award of Contract

A response to this RFO is an offer to contract based upon the terms, conditions, and specifications contained herein. Offers do not become contracts until they are accepted through a TWU purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas.

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

TWU intends to negotiate and award a Contract or multiple Contracts to a vendor or vendors submitting an offer 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 RFO 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 offeror may submit its standard Contract for review by TWU. The Contract entered into by the

parties shall consist of the RFO, the signed offer 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 Offeror/Vendor Protest

Any actual or prospective offeror 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 Offeror recognizes that in selecting a vendor, TWU will rely in part on the answers provided in response to this section. Accordingly, Offeror 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 offeror for conducting such inquiry.

- 5.1 Provide a summary of the offeror's overall capabilities, recent and related experience, and expertise. Provide information on the offeror's experience related to the scope of work outlined in this RFO, 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 RFO. Provide information related to previous projects. Also include a statement describing the offeror'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 offer response. This point-of-contact will not be recognized as, or accepted in lieu of, the "Offeror 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 RFO. 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 RFO. Particular weight will be given to references provided in higher education.
- 5.6 Provide a list of any professional organizations the offeror 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 expend 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 RFO. If the Offeror takes exception to any of the following General Terms and Conditions set forth, the Offeror must submit a list of the exceptions as part of its offer. The Offeror's exceptions will be reviewed by TWU and may result in disqualification of the Offeror's offer as non-responsive to this RFO. If Offeror's exceptions do not result in disqualification of Offeror's offer, then TWU may consider Offeror's exceptions when TWU evaluates the Offeror's offer. 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. Offerors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors in their submitted offers. If selected by TWU, vendor will not delegate any of its duties or responsibilities under this RFO 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 offer.

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 Offeror(s) shall reference the applicable TWU contract number on all quotes and invoices.
- 6.13.3 Offeror(s) shall accept a purchase order. Purchase orders will be submitted by fax or email depending on the offeror(s) preference. No work shall commence at any time unless a valid purchase order has been received by the offeror. 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 RFO 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 offer 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

Vendor agrees to indemnify and hold harmless agencies, the State of Texas 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. Vendor shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by Vendor with the office of the Attorney General when Texas state agencies are named defendants in any lawsuit and Vendor may not agree to any settlement without first obtaining the concurrence from the office of the Attorney General. Vendor and the customer agree to furnish timely written notice to each other of any such claim.

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

- 7.1 The offeror is not currently delinquent in the payment of any debt or taxes owed the State of Texas.
- 7.2 Offeror 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 Offeror certifies as follows: "Pursuant to Section 231.006, Family Code, re: child support, the offeror certifies that the individual or business entity named in this offer 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 offeror 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 offer. This information must be provided prior to award. Enter the name and social security numbers for each person below. Offerors 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 offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- 7.5 The offeror has not received compensation for participation in the preparation of the specifications for this RFO.
- 7.6 Neither the offeror nor the firm, corporation, partnership or institution represented by the offeror, 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 offer made to any competitor or any other person engaged in such line of business.
- 7.7 The offeror 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. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
- 7.8 Under Section 2155.006(b) of the Texas Government Code, a state university may not accept an offer 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 offer 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 Offeror 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 Offeror 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, offeror will complete the following information in order for the offer to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Offeror: _____

Date of Employment with Offeror: _____

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 offeror that is a sole proprietorship, the officers or directors of any offeror that is a corporation, the partners of any offeror that is a partnership, the joint ventures of any offeror that is a joint venture or the members or managers of any offeror 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) offeror has not been an employee of TWU within the immediate twelve (12) months prior to the submittal deadline. All disclosures by offeror in connection with this affirmation will be subject to administrative review and approval before TWU enters into a Contract with offeror. 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.

Offeror Information and Signature

Offeror certifies that the individual signing this document and the documents made a part of this RFO is authorized to sign such documents on behalf of offeror and to bind offeror under any Contract that may result from the submission of offeror's offer.

By signing the offer, 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.: _____

Offeror/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 OFFEROR'S RESPONSE. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR OFFER.