



Procurement Services - Purchasing

Request for Offer

for

IT Project Management

RFO #717-21-739

**Your proposal response must be in the Purchasing Office no later than
Thursday, July 22, 2021 at 11:00 am**
(Proposals received after the date and time specified will not be accepted)

Proposals must be received prior to the deadline at this address, and clearly marked:

Texas Southern University
Purchasing Department
3100 Cleburne Street
Hannah Hall, suite 333
Houston, TX 77004
RFO # 717-21-739
RFO Title: IT Project Management
Attn: Sceffers Ward

SECTION I

GENERAL INFORMATION

1.1 SCOPE. The State of Texas, by and through Texas Southern University (TSU), seeks sealed proposals to establish a contract with a qualified company that can provide professional services of IT Project Management desired from qualified vendors as they pertain to the project called “**TSU Infrastructure Enhancement Project**” to the university, in accordance with the specifications and requirements contained in this Request for Offer (RFO).

1.2 CONTRACT TERM. The size and scope of the overall project, it is expected to be completed **by 2/28/2022**.

1.3 DEFINITIONS. The following is a list of generic definitions to be used only if the terms appear in the RFO:

(a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed

(b) Addendum - A modification of the specifications issued by TSU and distributed to prospective Respondents prior to the opening of responses

(c) Best and Final Offer (BAFO) - A formal request made to selected Respondents for revisions to the originally submitted Proposal

(d) Contract – The contract awarded as a result of this RFO and all exhibits thereto. This RFO, any Addendum issued in conjunction with this RFO, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits

(e) Contractor – Respondent whose proposal results in a contract with TSU

(f) Electronic State Business Daily (ESBD) – The Electronic State Business Daily, which is available on-line at <http://esbd.state.tx.us/>

(g) Gov’t Code – Texas Government Code.

(h) Proposal – The response submitted by a vendor to TSU as a result of this solicitation.

(i) Respondent – Any person, firm or vendor who submits a Proposal in response to this solicitation.

(j) RFO – Request for Proposals, which is the type of solicitation embodied in this document.

(k) TAC – Texas Administrative Code, which is the publication for administrative rules.

1.4 CONFLICTS OF INTEREST:

Actual and Perceived Conflicts

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

Current and Former TSU Employees

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

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

1.5 RECORDS RETENTION

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

1.6 INSURANCE AND OTHER SECURITY

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

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

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

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

1.7 COMMODITY CODE

The NIGP / State of Texas commodity code for this solicitation is 918-28, 918-29, 918-30.

1.8 BACKGROUND

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

Over the past two years, the Office of Information Technology (OIT) has been provided funds to improve the instructional technologies at TSU. The focus thus far has been on procurement and deployment of new computers, new structured cabling, and audio-visual technologies specifically in classrooms. While beneficial in many ways, these projects focused on finite areas of the campus and did not address the foundational technology required to improve the student experience overall. During this next phase, OIT intends to address core infrastructure components across the campus while still addressing critical audio-visual technologies.

The work that is expected to be completed in this next phase includes:

- Upgrade of fiber optic inter-building connectivity with redundant pathways affecting 32 buildings: (a vendor has already been selected for this work)
- Upgrade of structured cabling 32 buildings: (a vendor has already been selected for this work)
- Upgrade of Network Hardware: (a vendor has already been selected to provide the hardware and perform professional services for this work)
 - 2 Cisco Routers
 - 288 Cisco Switches
 - 776 Cisco Access Points

- 20001 ISE Licenses
- Includes Professional Services
- Upgrade of antiquated Audio-Visual technologies in the Thurgood Marshall School of Law affecting 14 classrooms: (a vendor has already been selected for this work)
- Upgrade of antiquated Audio-Visual technologies in 137 Classrooms and 43 Conference Rooms: (a vendor has already been selected for this work)

End of Section I

SECTION II

2.1 SCOPE OF SERVICES AND DELIVERABLES

2.1.1 **Services Requested**

TSU is requesting the following services:

Project Management and Consulting Services: provide direct management and consulting for the overall Infrastructure Enhancement Project, which includes:

- a) Network infrastructure hardware technology implementation
- b) Structured cabling integration
- c) Fiber optic cabling integration
- d) Audio-visual technology implementation
- e) Review of and validation of vendor's bill and materials to ensure adherence to TSU Technology Standards
- f) Routine inspections of vendor work
- g) Management of any change orders
- h) Testing validation
- i) Verify as-built drawings provided by vendors
- j) Serve as primary point-of-contact for selected vendors and integrators
- k) Field all vendor-initiated and customer-initiated questions and act as the TSU customer advocate
- l) Ensure adherence to established TSU Technology Standards
- m) Provide consulting to OIT Staff as needed
- n) Provide both onsite and remote management of the Infrastructure Enhancement Project and associated sub-projects
- o) Help to ensure completion of the overall project and sub-projects by 2/28/2022
- p) Assist IT Leadership with managing budget, expenditures for the Project and associated sub-projects.
- q) Communicate constantly with IT Leadership as to the status, progress, risks, etc., as it pertains to the overall project

2.1.2 **Lifecycle Process Development:**

- a) Assist OIT with development of lifecycle processes for network, audio-visual, and computer technologies, which are expected to help OIT in future assessments and planning moving forward.

2.1.3 **Fee Schedule**

- a) Provide fee schedule and/or a fee amount that includes a "NOT TO EXCEED" statement.

2.1.4 **Vendor Responsibilities**

The selected vendor will be expected to:

- a) Provide computer technology for any Staff working onsite
- b) Provide PPE as necessary for any Staff working onsite

End of Section II

SECTION III

CRITERIA

3.1 CRITERIA

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

Criterion 1 – Qualifications

Criterion 2 – Experience of Key Personnel

Criterion 3 – Strategic Planning & Methodology

Criterion 4 – Cost / Pricing

3.2 CRITERION 1: Qualifications

3.2.1 Provide a brief history of your firm including when your firm was established, type of ownership and office locations. If more than one office is listed indicate the office that will manage the project. If your firm has changed name or ownership within the last five (5) years indicate the former name.

3.2.2 List a maximum of five (5) projects (1½ page max.) for which you have provided services that are most related to this Project. List the projects in order of priority, with the most relevant project listed first. Provide organization name, contact person, title, email address, phone number and mailing address.

3.2.3 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.

3.2.4 Please provide your firm's (i.e., your clients') record of asset performance. Please indicate whether results are net or gross of investment management fees.

3.2.5 Provide a list and limits of the various insurance coverages not listed in Section 1.6. Coverages may include but not limited to Professional & Management Liability, Cyber/Privacy/Security insurance. Respondent must present evidence of coverage upon request.

3.3 CRITERION 2: Experience of Key Personnel

3.3.1 Provide the names, biographies and qualifications of the team members who will provide the services to TSU. Identify the team leader accordingly.

3.3.2 Provide years of experience, years with your firm, position titles, and any other pertinent information such as awards, achievements, certifications, national memberships, publications, etc.

- 3.3.3 Respondent must have individuals assigned to TSU with a minimum of five (5) years professional experience in the IT project management field, without exception.

3.4 CRITERION 3: Strategic Planning & Methodology

This section should describe and discuss your proposed strategic planning and methodology in providing the services of the type and kind required in this RFO. By reading the proposed approach and methodology overview, Texas Southern University must be able to gain a comfortable grasp and clear understanding of the level of services to be provided and the methods proposed by your firm to provide them.

- 3.4.1 Respondent shall respond to all requirements and statements noted in Section 2. List any exceptions or substitutions to the requirements and statements.
- 3.4.2 Describe your Firm's approach to strategic planning and the methodology measures that are imposed during the process to ensure that the thinking generated, and solutions presented best serve the interests of the client.
- 3.4.3 Please thoroughly discuss the custodial services you will provide.

3.5 CRITERION 4: Cost / Pricing

Prepare and submit your best pricing offer and cost sheet.

- 3.5.1 Pricing may be provided in the most suitable format and may be presented in either:
- a) Monthly cost breakdown
 - b) Hourly rates based on work performed (menu pricing)
 - c) Provide fee schedule and/or a fee amount that includes a "NOT TO EXCEED" statement.
- 3.5.2 The price(s) quoted should be a detail listing and be inclusive of all fees or charges.
- 3.5.3 You must provide a 'grand total' for all the work to be done so that a score can be assigned to your offer.

Please outline your complete and thorough fee structure for the deliverables per this solicitation. Indicate all services you propose to provide and their associated fees. Any service and/or fee not specifically addressed in your proposal response cannot be charged to the University.

End of Section III

SECTION IV

PROPOSAL INFORMATION

4.1 SCHEDULE OF EVENTS

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

<u>EVENT</u>	<u>DATE</u>
Issue RFO / ESBD Posting Date	July 8, 2021
Deadline for Submission of Questions	July 15, 2021
Deadline for Submission of Proposals	July 22, 2021

4.2 REVISIONS TO SCHEDULE

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

4.3 PRE-PROPOSAL MEETING

There will not be a pre-proposal meeting.

4.4 PROPOSAL REQUIREMENTS

4.4.1 Submissions: Respondents shall submit one (1) paper original and five (5) paper copies of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.

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

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

Table of Contents

Tab 1: Criteria 1

Tab 2: Criteria 2

Tab 3: Criteria 3

Tab 4: Criteria 4

Tab 5: TSU Terms and Conditions

Tab 6: Exhibit A: Execution of Offer

Tab 7: Addenda

- 4.4.3 Cost of Preparation: TSU will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.
- 4.4.4 TSU will not consider any proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act (PIA), Tex. Government Code, Chapter 552, and may be disclosed to the public upon request. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described below. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14-point font.
- 4.4.5 Historically Underutilized Businesses: In accordance with *Texas Government Code* Sections 2161.181-182 and Section 111.11 – 111.28 of the *Texas Administrative Code* (“*TAC*”), Owner is required to make a good faith effort to utilize Historically Underutilized Businesses (“*HUBs*”) in contracts for construction services with an expected value of \$100,000 or more. A copy of the HUB plan can be downloaded from the Comptroller’s website. Owner is committed to sponsoring mentor-protégé relationships for HUBs as outlined in *Texas Government Code* Section 2161.065 and *TAC* Title 34, Part 1, Chapter 20, Subchapter B, §20.28, and has been performing outreach to support this important effort.

** A State of Texas HUB plan is not required for this solicitation.

4.5 INQUIRIES / QUESTIONS

- 4.5.1 All inquiries and questions shall be submitted in writing (in Word format) via email to Mr. Sceffers Ward at sceffers.ward@tsu.edu by **12:00 noon Central on Thursday, July 15, 2021**; the date listed as the deadline for submission of questions as specified in Section 4.1 above.
- 4.5.2 All inquiries will result in written responses with copies posted to the State of Texas Electronic State Business Daily and the TSU Purchasing website. If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.
- 4.5.3 Except as otherwise provided in this Section, upon issuance of this RFO, other employees and representatives of TSU will not answer questions or otherwise discuss the contents of the RFO with any potential Respondent or its representatives. Failure to observe this

restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFO.

- 4.5.4 If Respondent takes any exceptions to any provisions of this RFO, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFO and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket exception' to this entire RFO. If any Respondent takes a blanket exception to this entire RFO or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration. Any exception may result in the Contract not being awarded to the Respondent.

4.6 PROPOSAL SUBMISSION

- 4.6.1 All Proposals shall be received and documented in the Purchasing Office at TSU prior to the stated deadline date specified in the Schedule of Events above. TSU reserves the right to reject late submittals. ("TSU is practicing social distancing, submittals will be received at the stated day and time, but there will be no reading of the proposals.")
- 4.6.2 Proposals should be placed in a separate envelope or package and correctly identified with the RFO number and submittal deadline/RFO opening date and time. It is Respondent's responsibility to appropriately mark and deliver their proposal response to Sceffers Ward in the Purchasing Office located in Hannah Hall, suite 333, by the specified date and time. A U.S. Postal Service (USPS) postmark or round validation stamp; a mail receipt with the date of mailing, stamped by the USPS; a dated shipping label, invoice, or receipt from a commercial carrier; or any other documentation in lieu of the on-site time stamp WILL NOT be accepted.
- 4.6.3 Telephone, email and facsimile proposal responses will not be accepted.
- 4.6.4 Receipt of all addenda to this RFO should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.
- 4.7 POINT-OF-CONTACT: The Owner designates the following person, as its representative and Point-of-Contact for this RFO. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFO, including questions regarding terms and conditions, to the Point-of-Contact person.

Mr. Sceffers Ward
Buyer
TSU Purchasing
Email: sceffers.ward@tsu.edu

4.8 DELIVERY OF PROPOSALS

Proposals packets are commonly submitted to TSU by one of the following methods: (1) U.S. Postal Service overnight, (2) Fed Ex overnight / Express Mail, and/or (3) Hand Deliver (recommended). Regardless of how you deliver your Proposals response please note:

Due to the Coronavirus (COVID-19) pandemic there will be some amendments in the delivery of all responses that are in progress. All Respondents are to deliver their submittals to the Texas Southern University Post-Office. You may find the exact location for the Post Office (Bldg. #106_PO) on the campus map.

<http://www.tsu.edu/about/campus/pdf/tsu-campus-map.pdf>

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

****Please instruct your courier NOT to go the Warehouse nor Central Receiving as this could delay delivery and could ultimately result in your response being late and rejected. Due to the current pandemic, all solicitation responses must be delivered to TSU's Post Office.**

4.9 PROPOSAL OPENING

4.9.1 Proposals will be opened by the assigned buyer in their office or their department conference room, whichever is most appropriate (“TSU is practicing social distancing, submittals will be opened, but there will NOT be a public opening.”).

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

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

4.10 PROPOSAL EVALUATION AND AWARD

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

4.10.2 Owner's Reservation of Rights. Owner reserves the right to reject any or all Qualifications at any point during this selection process, and to abandon or postpone – temporarily or permanently – the Project at any time. Further, Owner reserves the right to re-post an RFQ for this Project if Owner determines such action will further and/or protect its interests. Owner reserves the option to conduct additional selection steps to further establish a Respondent's qualifications. Additional steps may include, but not necessarily be limited to: scheduled visits to the Respondent's offices or to representative projects; and written requests for supplemental information.

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

4.10.4 TSU reserves the right to request oral presentations from the respondents as an addition source of the evaluation and best value process. If oral presentations are needed for more clarification TSU will notify respondents of the conditions of the oral presentation.

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

- 4.10.6 The Respondent is strongly encouraged to provide its best price in its Proposal because TSU makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFO process.
- 4.10.7 The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

<u>Criteria</u>	<u>Weight</u>
Criterion 1: Qualifications	20%
Criterion 2: Experience of Key Personnel	20%
Criterion 3: Strategic Planning & Methodology	30%
Criterion 4: Cost / Pricing	25%

- 4.10.7 The evaluation committee will determine if Best and Final Offer (BAFO) are necessary. Award of a contract may be made without a BAFO, so you are encouraged to submit your best Proposal initially. A request for a BAFO is at the sole discretion of TSU and if requested, will be extended in writing.
- 4.11 EVALUATION OF PROPOSAL: The evaluation of the Proposals shall in part be based on the Respondent’s actual criteria and other requirements as described in this RFO. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.
- 4.12 OWNER’S RESERVATION OF RIGHTS: The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFO for any project and no such representation is intended or should be construed by the issuance of this RFO.
- 4.13 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposal in response to this RFO, respondent accepts the evaluation process and acknowledges and accepts that determination of the “best value” firm will require subjective judgments by the Owner. Further, respondents accept there are unknowns regarding the Organization Assessment and Restructure delivery method and the owner has supplied sufficient project information to submit a responsive RFO response.
- 4.14 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFO shall be at the sole risk and responsibility of the respondent.
- 4.15 VENDOR PERFORMANCE: In accordance with Texas Government Code, 2155.074 and 2155.75, vendor performance may be used as a disqualification factor in the award. Vendor performance information on the Controller of Public Accounts web site may be accessed at: http://www.window.state.tx.us/procurement/prog/vendor_performance/

TSU may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TSU may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated

damages, litigation, audit reports, and non-renewals of Contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, TSU may initiate such examinations of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of TSU, and any negative findings, as determined by TSU, may result in non-award to the Respondent.

End of Section IV

SECTION V

TERMS AND CONDITIONS

1. BIDDING REQUIREMENTS:

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02. Bids should be submitted on this form. Bidders 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 bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03. Bids must be received at the Texas Southern University (TSU) Purchasing Office on or before the hour and date specified for the bid opening.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the Respondent in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be Respondent for TSU acceptance for 90days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts Proposed will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full Respondent name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, Respondent name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TSU based on an acceptable written reason.
- 1.09. Purchases made for TSU use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. TSU 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 TSU and to reject any and all bid items at the sole discretion of TSU. TSU 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 TSU. Any contract may also be extended up to three months at the sole discretion of TSU.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by TSU and/or investigation for antitrust violations.
- 1.12. Inquiries pertaining to this solicitation must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

- 2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product proposed. If other than brand(s) specified is proposed, illustrations and complete description of product proposed are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.02. Unless otherwise specified, items shall be new and unused and of current production.

- 2.03 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.04 Samples, when requested, must be furnished free of expense to TSU. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and bid number. Do not enclose in or attach bid to sample.
- 2.05 TSU will not be bound by any oral statement or representation contrary to the written specifications of this solicitation.
- 2.06 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.
3. **TIE BIDS:** Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).
4. **DELIVERY:**
 - 4.01. Show 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 bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
 - 4.02. If delay is foreseen, bidder shall give written notice to TSU. Bidder must keep TSU advised at all times of status of order.
 - 4.03. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TSU to purchase the goods or services of this solicitation elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
 - 4.04. No substitutions permitted without written approval of TSU.
 - 4.05. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.
5. **INSPECTION AND TESTS:** All goods will be subject to inspection and test by TSU. Authorized TSU personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder 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 the TSU's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.
6. **AWARD OF CONTRACT:** A Proposal to this solicitation is a Proposal to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Harris County, Texas.
7. **PAYMENT:** Bidder shall submit 2 copies of an itemized invoice showing TSU purchase order number on all copies. TSU will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.
8. **PATENTS, TRADEMARKS, OR COPYRIGHTS:** Bidder agrees to defend and indemnify TSU and the *State* from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TSU's or the State's use of any good or service provided by the bidder as a result of this solicitation.
9. **BIDDER ASSIGNMENTS:** Bidder hereby assigns to the TSU any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*

- 10. BIDDER AFFIRMATION:** Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
- 10.01. The bidder has not given, proposed 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 bid.
 - 10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the Respondent, corporation, partnership, or institution represented by the bidder, or anyone acting for such a Respondent, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
 - 10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this RFO received compensation for participation in the preparation of the specifications for this RFO.
 - 10.04. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate.
 - 10.05. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this solicitation is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
 - 10.06. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this RFO shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TSU under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
 - 10.07. Pursuant to §669.003, Gov't Code, TSU may not enter into a contract with a person who employs a current or former executive head of the TSU until four years has passed since that person was the executive head of TSU. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of TSU in the past four years. If bidder does employ a person who was the executive head of TSU, provide the following Proposal:
 Name of Former Executive: _____
 Name of State Agency: _____
 Date of Separation from State Agency: _____
 Position with Bidder: _____
 Date of Employment with Bidder: _____
 - 10.08. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
 - 10.09. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>

- 10.10. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this RFO may be terminated and payment withheld if this certification is inaccurate.
- 10.11. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this RFO are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TSU under the RFO and any resulting contract, if any, and that bidder's provision of the requested items under the RFO and any resulting contract, if any, would not reasonably create an appearance of impropriety.
11. **NOTE TO BIDDER:** If bidder takes any exceptions to any provisions of the solicitation, these exceptions must be specifically and clearly identified by section in bidder's bid in Proposal to the solicitation and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire RFO. If any bidder takes a 'blanket exception' to the entire RFO or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
12. **PROTEST PROCEDURES:** Any actual or prospective bidder who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in the TAC rules at 34 TAC Rule 20.384.
13. **DISPUTE RESOLUTION:** The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by TSU and the bidder to attempt to resolve any dispute arising under any contract resulting from this RFO.
14. **NON-APPROPRIATION OF FUNDS:** Any contract resulting from this RFO is subject to termination or cancellation, without penalty to TSU, either in whole or in part, subject to the availability of state funds. TSU is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TSU becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TSU's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TSU will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TSU will not be required to give prior notice.
15. **TEXAS PUBLIC PROPOSAL ACT:** Notwithstanding any provisions of this SOLICITATION to the contrary, bidder understands that TSU will comply with the Texas Public Proposal Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Proposal, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Proposal Act. Within three (3) days of receipt, bidder will refer to TSU any third party requests, received directly by bidder, for Proposal to which bidder has access as a result of or in the course of performance under any contract resulting from this solicitation. Any part of the solicitation Proposal that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
16. **CONFLICT OF INTEREST:** Under §2155.003, Gov't Code, a TSU employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a

promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TSU or purchasers of other state agencies.

17. **FORCE MAJEURE:** Neither bidder nor TSU shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this solicitation caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
18. **INDEPENDENT CONTRACTOR:** Bidder is and shall remain an independent contractor in relationship to TSU. TSU shall not be responsible for withholding taxes from payments made under any contract resulting from this solicitation. Bidder shall have no claim against TSU for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
19. **INDEMNIFICATION:** BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TSU, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS SOLICITATION. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY CPA. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR CPA FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF CPA OR ITS EMPLOYEES.
20. **RIGHT TO AUDIT:** In addition to and without limitation on the other audit provisions of this solicitation, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any Proposal the state auditor considers relevant to the investigation or audit. This solicitation or any contract resulting from this solicitation may be amended unilaterally by TSU to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code.

Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.

21. **EQUAL OPPORTUNITY:** Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age and disability in the performance of this Contract.
22. **NON-DISCRIMINATION:** Texas Southern University, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will firmly ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in Proposal to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
23. **CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED:** Senate Bill 20 update of Government Code 572.069 states a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the officer's or employee's service or employment with the state agency ceased.

End of Section V

EXHIBIT A

EXECUTION OF OFFER

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

By signature hereon, Respondent certifies that:

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

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

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

When a Texas business address shown hereon that address is, in fact, the legal business address of Respondent and Respondent qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.

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

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

Any Proposal submitted under this RFO shall contain the names and social security numbers of person or entity holding at least a twenty-five percent (25%) ownership interest in the business entity submitting the Proposal.

Name: _____

Social Security Number: _____

Name: _____

Social Security Number: _____

Name: _____

Social Security Number: _____

Under Government Code § 669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the TSU) or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFO. If Respondent employs or has used the services of a former executive head of TSU or other state agency, then Respondent shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Respondent, and date of employment with Respondent.

Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

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

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

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been:

- (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or
- (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or

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

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

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

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

RESPONDENT (COMPANY): _____

YOUR SIGNATURE (INK): _____

YOUR NAME (TYPED/PRINTED): _____

YOUR TITLE: _____

STREET ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

End of Exhibit A

End of the solicitation