



PRAIRIE VIEW A&M UNIVERSITY
PROCUREMENT & CONTRACTS OFFICE
P. O. BOX 519, MS 1311
PRAIRIE VIEW, TX 77446-0519

REQUEST FOR PROPOSAL

RFP Number:
715-09-KPVU-BusnDevelopment
Business Development Services

PROPOSAL MUST BE RECEIVED BEFORE:
12:00 p.m. Central Time on Monday, August 24, 2009

MAIL PROPOSAL TO:

Prairie View A&M University
Procurement & Contracts Office
P. O. Box 519, MS 1311
Prairie View, TX 77446-0519

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Prairie View A&M University
Procurement & Contracts Office
L.W. Minor Street, W.R. Banks Bldg., Ste. 129
Prairie View, TX 77446-0519

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **Prairie View A&M University Procurement & Contracts Office** before the hour and date specified for receipt of proposal.

Pursuant to the Provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121 - 2156.127, General Services Act rules and regulations adopted there under, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

REFER INQUIRIES TO:

Randolph Millin, CTPM
Prairie View A&M University
Procurement & Contracts Office
Fax: 936-261-1958
Email: procurementsvs@pvamu.edu

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INTRODUCTION

1.1. Introduction

Prairie View A&M University (PVAMU) is a public institution of higher education. Part of The Texas A&M University System, it is a land-grant university authorized under the Morrill Acts of 1862 and 1890. The main campus covers a total of 1,210 acres and is located in Waller County, approximately forty miles northwest of Houston and one mile north of Texas Highway 290 on University Drive (Farm Road 1098). The University also operates its Northwest Campus located at 16000 Stuebner Airline Drive in Spring Texas, and it's College of Nursing which is located at 6436 Fannin in Houston Texas.

Recent data indicates current student enrollment of over 8000, with faculty and staff listed at 484 and 728, respectively. PVAMU offers degrees in 50 baccalaureate, 37 masters, four doctoral degree programs through nine colleges and schools. Military Science programs include Army ROTC and Navy ROTC. Cooperative education programs are available in some departments. PVAMU is an NCAA Division I school and is also a member of the Southwestern Athletic Conference (SWAC).

Due to the composite make-up of PVAMU campuses, its faculties, staff, students and land mass, maintaining a safe and secure environment conducive to learning is challenging. PVAMU recognizes the importance of effective security patrol services for all of its business units and living facilities in support of its mission to "address issues and propose solutions through programs and services designed to respond to the needs and aspirations of individuals, families, organizations, agencies, schools, and communities--both rural and urban".

1.2. Background

The Prairie View A&M University (PVAMU) Radio Station KPVU is seeking two (2) ambitious professionals to oversee the development and implementation of successful fundraising initiatives through creative marketing and sales projects. The successful individuals will have proven experience through direct solicitations, well-honed human relations and communication skills and be able to sell and market the station to all working counties including, but not limited to Waller, Grimes, Austin, and Harris counties (including the Greater Houston Area)

It is the intent of PVAMU to effectively establish an agreement with a qualified company(s) for the requirements listed.

1.3. Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

- Proposer / Vendor / Contractor – shall mean the individual, partnership, corporation, or other entity responding to this RFP.
- PVAMU – Prairie View A&M University
- RFP – Request for Proposal

1.4. Contract Term

The term of the agreement shall be for six (6) consecutive months, commencing upon date of execution with an option to renew, under the same terms and conditions for not more than four - 1 year terms. PVAMU and the Consultant may agree to extend the term of this agreement. Terms and conditions may be re-negotiated after the first and second 18 months of consecutive service and with the written consent of both parties.

SECTION 2

REQUIREMENTS & SPECIFICATIONS

2.1 Statement of Work

The vendor will provide all services related to the development and implementation of the following:

1. Assist in the creation of a business plan for KPVU to market its new signal.
2. Develop market by executing an annual signature event for KPVU – conceptualize the event from inception-to-completion.
3. Develop a business plan to drive membership and sponsorship opportunities.
4. Assist in developing and maintaining relationships with key community, regional, and national companies.
5. Create a business model for on-going marketing initiatives.
6. Grow the station's business
7. Train existing staff on their roles and functions.

2.2 Vendor Requirements

1. Provide detail regarding company qualifications and performance history.
2. A description of the management style of your company or business.
3. Provide detail regarding your experience in the following areas:
 - (a) Marketing Plan Development and Implementation – engage in all areas of the planning process (identify objectives, analysis, strategy, budgeting).
 - (b) Management – maintain / supervise, assign / manage in-house and outsourced teams. Acquire consistency throughout all marketing initiatives (messages aligns with KPVU's vision and goals).
 - (c) Maintenance – achieve desired outcomes by adjusting plan as needed and accomplished through the following modalities:
 1. Consultation
 2. Media Planning
 3. Media Buying and Placement – print, outdoor, and web based advertising
 4. Media Relations
 5. Newsletters
 6. Brochures
 7. Press Kits
 8. Press Releases
 9. Community Relations / Philanthropic Involvement
 10. Event Planning
 11. Corporate / Special Events
 12. Seminars & Workshops
 13. Music Marketing

-
4. Provide at least five (5) references to be contacted. This information must include a contact name, phone and email address.
 5. Must provide the physical address of the company's primary office or operating facility.
 6. Must provide contact numbers for all management team members.
 7. Must provide verification of company insurance coverage for:
 - (a) Workers Compensation
 - (b) Commercial General Liability
 - (c) Automobile Liability
 8. Provide detail regarding scope of the services that the company will provide, can provide, and can not provide?

SECTION 3

PRICING AND PAYMENT TERMS

3.1 Pricing:

<u>Rate</u>	<u>Consultant</u>
Hourly	
Daily	
Monthly	
Annually	
Overtime-hourly	

3.2 Payment Terms:

SECTION 4

EVALUATION AND AWARD

4.1 Evaluation Information

PVAMU will utilize an evaluation team for the evaluation of this RFP. PVAMU must be confident that the respondent's proposal of goods and services will meet the needs of PVAMU. PVAMU will evaluate and make the award on the proposal that is determined to be the best value to the State based on the criteria listed below.

All proposals must be complete and convey all information requested and considered to be responsive. If the proposal fails to conform to the essential requirements of the RFP, PVAMU alone will determine whether the variance is significant enough to consider the proposal unacceptable and therefore not considered for award, or, acceptable and a candidate for further consideration. PVAMU shall be the sole judge of the comparative evaluation of the proposals received. The award shall be made on the basis of the proposal judged to be in the best interest of PVAMU's judgment in this regard shall be considered final. Any agreement resulting from this request shall be awarded to the proposer providing the "best value" proposal to PVAMU.

PVAMU reserves the right to reject any and all proposals.

4.2 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet Prairie View A&M's University requirements and to provide the best value to PVAMU. Proposals shall be evaluated by assigning best value based on the following points system. The maximum number of points that can be assigned to each item being evaluated is indicated below:

PVAMU will utilize an evaluating team in the evaluation of this RFP. The evaluation will include the overall response to the RFP and the general requirements defined in the RFP. PVAMU will evaluate and make the award on the proposal that is determined to be the best value to the University based on the criteria listed below

The evaluation will be based on the following system:

Technical Proposal (operational & technical solutions)	25
Pricing (cost proposal sheets)	25
Vendor Experience (previous project experience)	25
Company References (references / resumes)	15
Responsiveness (includes all required forms)	10
Total	<u>100</u>

4.3 Award

PVAMU intends to enter into an agreement with the successful Proposer based on the RFP requirements and response for the term of the agreement as stated in Section 1.4.

SECTION 5

GENERAL INFORMATION

5.1 Submittal Deadline and Location

PVAMU must receive all proposals no later than 12:00 p.m. Central Time, August 24, 2009, in a sealed envelope or box marked "715-09-KPVU-BusnDevelopment."

Proposals are to be submitted to:

U. S. POSTAL SERVICE:

Prairie View A&M University
Procurement & Contracts Office
P. O. Box 519, MS 1311
Prairie View, TX 77446-0519

HAND DELIVER AND/OR EXPRESS MAIL TO:

Prairie View A&M University
Procurement & Contracts Office
L.W. Minor Street, W.R. Banks Bldg. #129
Prairie View, TX 77446-0248

Proposals to be typed on 8 ½ x 11-inch paper with all pages numbered sequentially and stapled or bound together. It is the responsibility of each Respondent to this invitation to ensure his/her proposal package is received at the location referenced above and by the required time, as stated. Late offers will not be considered under any circumstances.

5.2 Submittal Instructions

Proposals, including Execution of Offer (Section 8), must be signed by Respondent's company official authorized to commit such proposals. **Failure to sign the Execution of Offer may be basis for proposal disqualification.**

Proposals must include the signed Attachment C from the HUB Subcontracting Plan (HSP). **Failure to do so will be basis for disqualification.**

One hard copy original and five (5) virus free CD ROM copies of the complete proposal response is required. All CD copies must either be in **Microsoft Office software or Adobe Portable Document Format (PDF)**. All image files must be submitted in one of the following formats: .jpg, .gif, .bmp, or .tiff. We prefer image files to already be inserted as part of a document such as Word. Individual image files on the CD must be clearly named and referenced in your proposal response.

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc.

An unreadable CD due to incorrect format may reflect negatively on your proposal. In the event your company is unable to provide a readable CD in the requested format, then five (5) hard copies of your response must be submitted

Proposal package (box/carton) must indicate on the lower left-hand corner the submitter's company name, the proposal opening date, and RFP number.

Telephone and/or facsimile (Fax) responses to this RFP are not acceptable.

5.3 Proposal Components

The following documents are to be returned as part of your proposal submittal:

Execution of Offer - **Signed** (Section 8)

Respondent's Questionnaire (Section 9)

Pricing (Section 3)

Technical Proposal (Section 2)

Addenda: **Attachment C** – HUB Subcontracting Plan, **Attachment D** – Non-Collusion Statement

One hard copy original and five (5) virus free CD ROM copies of the complete proposal response is required. If complete CD ROM copies of entire proposal and all documentation are unavailable, please submit 5 hard copies. All CD copies must either be in **Microsoft Office software or Adobe Portable Document Format (PDF)**. All image files must be submitted in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as Word. Individual image files on the CD must be clearly named and referenced in your proposal response. If you have any questions on the CD format please contact Mr. Randy Millin (contact information below and on cover page).

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc.

An unreadable CD due to incorrect format may reflect negatively on your proposal. If, in the event your company is unable to provide a readable CD in the requested format, then five (5) hard copies of your response must be submitted.

NOTE: The original signature on the ONE required hard copy will serve as the official signature of record for all CD copies.

5.4 PVAMU Contact

Any questions or concerns regarding this Request for Proposal shall be directed ***in writing*** to:

Randy Millin, CTPM, CTCM Prairie View A&M University Procurement & Contracts Office Fax : 936-261-1958 Email: procurementsvs@pvamu.edu
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PVAMU specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual.

5.5 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) to the Texas Electronic State Business Daily (ESBD) website (<http://esbd.tbpc.state.tx.us/1380/sagency.cfm>), and electronically mailed and or faxed to all parties recorded by PVAMU as having received a copy of the RFP. All such addenda issued by PVAMU prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those PVAMU replies to inquiries that are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal affect.

5.6 Open Records

PVAMU considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government code, Chapter 552) after an agreement is awarded.

Respondents are hereby notified that PVAMU strictly adheres to all Statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of RFP information.

5.7 Terms and Conditions

The Terms and Conditions of the request for proposal shall govern any Agreement issued as a result of this solicitation RFP.

Additional or attached terms and conditions which are determined to be unacceptable to PVAMU may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

SECTION 6

GENERAL TERMS AND CONDITIONS

6.1 General

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Proposal.

Each proposal shall be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis shall be on completeness, clarity of content and responsiveness to the offer requirements.

PVAMU reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and award to the lowest most responsive offer. Additionally, all respondents are hereby notified that PVAMU shall consider all factors it believes to be relevant in the selection of the lowest responsive offer including but not limited to the ability to perform the services.

Proposals are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the proposal.

The proposer agrees to protect the State from claims involving infringement of patents or copyrights.

The proposer hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

No substitutions or cancellations permitted without written approval of PVAMU.

Upon award, agreement shall be effective as stated, unless company obtains approval for late delivery.

Questions shall be directed to PVAMU official identified in Section 5.4 of this Request for Proposal.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of PVAMU.

PVAMU will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, evaluations or demonstrations that may be made, unless otherwise expressly indicated.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by PVAMU at its option.

6.2 Time of Performance

Time is of the essence in the rendering of services and delivery of products hereunder. Seller agrees to perform all obligations and render services set forth per this proposal.

6.3 Default

In the event that the Seller fails to carry out or comply with any of the terms and conditions of the agreement with PVAMU, PVAMU may notify the Seller 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 Seller fails to remedy such failure or default within the ten (10) day period, PVAMU shall have the right to cancel the agreement upon thirty (30) days written notice.

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

6.4 Termination

For Convenience: The agreement may be terminated, without penalty, by PVAMU without cause by giving sixty (90) days written notice of such termination to the seller.

Upon award, the agreement is subject to termination, without penalty, either in whole or in part, if funds are not appropriated.

The contract shall provide for termination by the contractor only upon presentation of a written sixty- (90) day notice prior to termination.

In no event shall such termination by PVAMU as provided for under this Section give rise to any liability on the part of PVAMU including, but not limited to, claims of Seller for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. PVAMU's sole obligation hereunder is to pay Seller for services and received prior to the date of termination.

6.5 Agreement Amendments

No modification or amendment to the agreement shall become valid unless agreed to by the Procurement & Contract Office in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the PVAMU Procurement & Contract Office for prior review and approval. Only the Procurement Manager or her designee will be authorized to sign changes or amendments.

6.6 Independent Vendor Status

Seller agrees that Seller and Seller's employees and agents have no employer-employee relationship with PVAMU. PVAMU 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 PVAMU furnish any medical or retirement benefits or any paid vacation or sick leave.

6.7 Right to Audit

At any time during the term of this agreement and for a period of four (4) years thereafter PVAMU or duly authorized audit representative of PVAMU, at its expense and at reasonable times, reserves the right to incrementally audit Seller's records. In the event such an audit by PVAMU reveals any errors/overpayments by PVAMU. Seller shall refund PVAMU the full amount of such overpayments within thirty (30) days of such audit findings, or PVAMU at its option, reserves the right to deduct such amounts owing PVAMU from any payments due Seller.

6.8 Sales and Use Tax

PVAMU, 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 Seller 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.

6.9 Non-Disclosure

Seller and PVAMU acknowledge that they or their employees may, in the performance of the resultant agreement 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 Seller or PVAMU unless required by law.

6.10 Publicity

Seller agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of PVAMU's name in connection with any sales promotion or publicity event without the prior express written approval of PVAMU.

6.11 Severability

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

6.12 Non-Waiver of Defaults

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

6.13 Governing Law

This agreement shall be construed and governed by the laws of the State of Texas.

6.14 Venue

Pursuant to Section 85.18, Education Code, venue for any suit filed against PVAMU shall be in the county in which the primary office of the chief executive officer of PVAMU is located which at the time of this agreement is Waller County, Texas

SECTION 7 CONTRACTUAL REQUIREMENTS

7.1 Texas Public Information Act

All information, documentation and other material submitted by Seller under this proposal is subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552). Seller is hereby notified that PVAMU strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General. Seller shall be deemed to have knowledge of this law and how to protect the legitimate interests of the contractor.

7.2 Indemnification

Seller agrees to indemnify and hold the State of Texas, the Board of Regents for and on behalf of PVAMU, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Seller or the acts or omissions of others under Seller's supervision and control.

7.3 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Seller for the performance of services associated with and pertinent to the resultant agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State.

7.4 Insurance

The **Contractor** shall not commence work until all of the insurance specified on **Attachment B** has been obtained and certificates of such insurance in force have been filed with and accepted by **PVAMU**. Insurance coverage shall provide for a thirty (30) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by **PVAMU** shall not relieve or decrease the liability of the **Contractor**.

Certificates of Insurance must be delivered or mailed to:

Prairie View A&M University
Procurement and Contract Office
Attn: Randy Millin,
P.O. Box 519, MS 1311
Prairie View, TX 77446-0519.

7.5 Alternative Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by PVAMU, and the Vendor to attempt to resolve any claim for breach of contract made by Vendor:

- (a) Vendor'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 Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to Ms. Mary Lee Hodge, Vice-President for Business Affairs. Said notice shall also be given to all other representatives of PVAMU and Vendor otherwise entitled to notice under the parties' contract. Compliance by Vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
 - (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by PVAMU if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
 - (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by PVAMU nor any conduct of any representative of PVAMU hereafter shall be considered a waiver of sovereign immunity to suit.
1. The submission, processing, and resolution of Vendor's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
 2. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by Vendor, in whole or in part.
 3. The designated individual responsible on behalf of PVAMU for examining any claim or counterclaim and conducting any negotiations related thereto, as required under §2260.052 of the Texas Government Code shall be Ms. Mary Lee Hodge, vice-President for Business Affairs, PVAMU.

SECTION 8**EXECUTION OF OFFER****715-09-KPVU-BusnDevelopment
Business Development Services**

DATE: _____

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

8.1 Proposer Affirmation

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

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

The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.

The proposer shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of proposer or any agent, employee, subcontractor, or proposer of proposer in the execution or performance of this purchase order.

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

Proposer certifies that they are in compliance with section 618.003 of the Government Code, relating to contracting with executive head of a State agency. If section 618.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

Proposer agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

8.2 Texas Family Code Section 231.006

Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.

A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:

Receive payments from state funds under a contract to provide property, materials, or services: or
Receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
All arrearages have been paid; or The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the GSC Centralized Master Proposers List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.

“Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.

If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney’s fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of proposer (enter in block provided if not shown). Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer. If this number is not known, complete the following:

This offer consists of pages number (1) through _____

Payee Identification Number (PIN): _____

Sole Owner should also enter social security No.: _____

Proposer/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Check below if preference claimed under Rule 1 T.A.C. 113.8

- ☐ 1. Texas produce, supplies, materials, equipment.
- ☐ 2. Texas Agriculture products.
- ☐ 3. U.S.A. produced supplies, materials or equipment
- ☐ 4. Historically Underutilized Business certified by GSC
- ☐ 5. Products of persons with mental or physical disabilities
- ☐ 6. Products made of recycled materials
- ☐ 7. Energy efficient products
- ☐ 8. Rubberized asphalt paving material
- ☐ 9. Recycled motor oil and lubricants

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

SECTION 9**RESPONDENT'S QUESTIONNAIRE**

The Respondent recognizes that in selecting a company/agent, PVAMU will rely, in part, on the answers provided in response to this Section 9. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. PVAMU reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

9.1 Company Profile

Number of Years in Business: _____

Type of Operation: Individual____ Partnership____ Corporation____ Government____

Number of Employees: _____(company wide)

Number of Employees: _____(servicing location)

Annual Sales Volume: _____(company wide)

Annual Sales Volume: _____(servicing location)

State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by PVAMU.

Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by PVAMU.

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.

Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with PVAMU.

Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

Attachment A

TEXAS A&M UNIVERSITY INSURANCE REQUIREMENTS

TYPE OF COVERAGE**LIMITS OF LIABILITY**

- | | | |
|----|--|--|
| 1. | <u>Employer's Liability:</u> | |
| | Bodily Injury by Accident | \$500,000 each accident |
| | Bodily Injury by Disease | \$500,000 each employee |
| | Bodily Injury by Disease | \$500,000 Policy Limit |
| 2. | <u>Comprehensive General:</u> | \$1,000,000 aggregate |
| | Liability | \$1,000,000 products/completed operations |
| | Combined Bodily | \$1,000,000 personal & advertising liability |
| | Injury & Property Damage | \$1,000,000 each occurrence |
| | | \$50,000 fire damage |
| | | \$5,000 medical expense |
| 3. | Comprehensive Automobile Liability | \$1,000,000 combined single limit |
| 4. | Owner's Protective Liability Insurance Policy: | |
| | The Contractor shall obtain at its expense an Owner's Protective Liability Insurance Policy naming the State of Texas and its employees as named insured, the A/E, when applicable, and the Texas A&M University System Board of Regents for and on behalf of Texas A&M University System and Texas A&M, named as additional insured, with the following limits: | |
| | a. Bodily Injury | \$1,000,000 each occurrence |
| | | \$1,000,000 aggregate |
| 5. | Flood insurance when specified. | |
| 6. | Umbrella coverage when specified. | |
| 7. | Worker's Compensation | Statutory TWCC, Rule 110.110 |

(A) Definitions:

Certificate of coverage ("certificate") -- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project -- includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096)--includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without

limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- (B) The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Title 5, for all employees of the contractor providing services on the project, for the duration of the project.
- (C) The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- (D) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- (E) The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) A certificate of coverage, prior to the person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (F) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (G) The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (H) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (I) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Title 5, for all of its employees providing services on the project, for the duration of the project;
 - (2) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) Obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

- (6) Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by Paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (J) By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (K) The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Attachment B**HUB SUBCONTRACTING PACKET (HSP)**

The HUB Subcontracting Packet (HSP) can be found at the following web address: <http://www.pvamu.edu/pages/1944.asp>. Click on HUB Subcontracting Plan (either the .doc or the .pdf version).

If the link does not work for you, please do the following:

- Type www.pvamu.edu and then hit Enter;
- Click on Business Affairs on the left-hand side of the web page: Forms, Policies, and Reports
- Click on Forms Library
- Click on Procurement Forms
- Click on the HUB Subcontracting Plan.

Attachment C**PRAIRIE VIEW A&M UNIVERSITY
PROCUREMENT SERVICES****NON-COLLUSION STATEMENT**

BID # : _____ Date : _____

The undersigned affirms that he/she is duly authorized to execute this contract, and that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: _____

Address: _____

Phone: _____

Fax Number: _____

Bidder/Company Official (signature): _____

Bidder/Company Official (print name): _____

Title: _____

IMPORTANT - All bidders are required to complete and sign this form. Completed form must be returned with bid prior to bid opening. Failure to return this completed form will result in disqualification of bid.

Exhibit #1**Holiday / Break Schedule**

Holiday	Dates
Thanksgiving	November 26-28, 2009
Christmas – New Year	December 22, 2009 – January 13, 2010
Martin Luther King, Jr. Day	January 18, 2010
Spring Break	March 15-20, 2010
Memorial Day	May 31, 2010
Emancipation Day	June 19, 2010
Independence Day	July 5, 2010