

RFP 18-15 PLAYGROUND INSTALLATION AND MAINTENANCE SERVICES



OVERVIEW: BUILDING UPON WHAT WORKS

BakerRipley is a nationally recognized community development agency that ranks in the top 1% of charitable groups in the nation and is the largest non-profit in Texas providing human services. The agency has been featured nationally in *The New York Times*, *City Lab from the Atlantic*, *CNN*, *Chronicle of Philanthropy* and has been included in major publications from the Brookings Institution, Urban Institute, and the Federal Reserve Bank of San Francisco, among others.

We exist to keep our region a place of opportunity for everyone.

As a regional leader in the non-profit sector, BakerRipley is at the forefront of community transformation and human service initiatives in areas such as: early childhood education, workforce development, immigration, and senior assistance. Annually, BakerRipley connects 600,000 residents to resources, education and greater connection that lead to financial stability, upward income mobility and a better life. With more than 100 years of history and experience, a \$270 million annual budget, 1,200 employees and 70 locations throughout the entire Gulf Coast region, our agency is well-positioned to drive results and serve as a gateway for launching effective programs and for influencing policies that address the region's most pressing concerns.



The four key innovations for which we have received national recognition have placed us in the top 1% of the nonprofits.

1. Strength Based

We are nationally recognized for our unique community engagement framework that lets us take on new regional challenges. While many nonprofit and government organizations still follow a “needs-based” model for community development, we use an “asset-based” model. Simply put, this approach to community development allows individuals and communities to look to their own strengths and resources, and allows us to help communities build themselves from within. To us, people have capacities, skills, and abilities that can be channeled to make stronger communities. We firmly believe that people are the “solution” and not the “problem.”

2. Large Where it Counts; Small Where it Matters

Our size and scope give us the capacity to provide an array of services to 600,000 residents each year in multiple locations covering the entire Houston region. Such economies of scale also give us the opportunity to take risks and launch new and innovative initiatives that yield results.

3. Holistic Approach

Our research has shown that the core elements of any strong and vibrant community are economic opportunity, education, connection, health, and infrastructure. We have programs for each of these areas and link them so that we can take a comprehensive approach to helping families strengthen these essential elements that lead to authentic and lasting community transformation.

4. Leverage Resources

Our size and scope allow us to take rigid, compartmentalized, regulation-encrusted public funding streams (37) and braid them with private funding from more than 500 foundations, corporations and individuals to provide seamless and integrated solutions to the residents and communities we serve. This ability to blend numerous public and private funding sources also permits us to invest in critical infrastructure, achieve operational efficiencies and encourage program innovation to meet emerging community needs.



THERE'S WORK AND THEN THERE'S YOUR LIFE'S WORK

BakerRipley is a well-managed and respected organization with a high-degree of accountability and efficiency. Behind our work, is a team of dedicated and passionate individuals who are driven to give families across Houston and the Gulf Coast region a chance for a better life.

We create. We innovate. We do what it takes with the resources we have to bring about profound change.

Our employees hail from all walks of life and have a diversity of life experiences, but we are united by a passion for our mission. The way we work and WHY we do it is at the heart of BakerRipley's culture. It's one based upon our core beliefs about people and defines how we show up in community. Yes, our work is challenging, but it's real; and we couldn't see ourselves doing anything else.

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1. RFP TIMELINE

Activity	Due Date
Request for Proposal (RFP) Available to Public Posted on Website	Wednesday, October 24, 2018
<i>“Mandatory” Vendors Conference</i> will be held at BakerRipley Central at 4450 Harrisburg, Suite 200	Wednesday, November 7, 2018 @ 9 AM
Vendor Questions to RFP Due	Wednesday, November 14, 2018 @ 10 AM
Agency Answers to Questions Posted on Website	Monday, November 19, 2018
Vendor Proposals Due	Thursday, November 29, 2018 @ 10 AM
Evaluations*	Approximately December 4-14, 2018
Anticipated Contract Award Date	Approximately Week of January 7, 2019

* Vendors may be invited to Agency to interview and present their goods and/or services. Agency will establish the format, time, date and location for presentations.

2. AGENCY RFP CONTACT INFORMATION

All communications regarding this RFP from this time and date until the contract has been awarded, must be coordinated through:

Robin Ward, Procurement Associate
BakerRipley
4450 Harrisburg Blvd., Suite 200
Houston, TX 77025
Phone: (713) 829-9024
RWard@BakerRipley.org

THE OPPORTUNITY

Agency is seeking a vendor to provide playground equipment, installation and maintenance at various Agency locations as outlined in Attachment C.

3. SCOPE OF SERVICES

REPAIR:

Vendor shall:

1. Repair playgrounds of all manufacture types at locations listed on Attachment C and any other playgrounds requested by Agency.
2. Inspect, upon Agency request, all playgrounds for safety issues or any damage to parts or equipment.
3. Provide detailed and line itemized estimate of any repairs.
4. Repair playgrounds in a manner that meets or exceeds manufacturing safety standards as well as meeting all state and city regulations.

CONSTRUCTION:

Vendor shall:

1. Install playgrounds of all manufacture types at Agency locations, as needed, after initial meeting with Agency staff to determine specific need at each location.
2. Provide a description and catalog picture of each item or part requested by Agency.
3. Develop an installation plan and timeline with the earliest completion date as possible.
4. Provide computer-aided design (CAD) drawings for all construction.
5. Ensure that all construction properly meets State of Texas Licensing Regulations and that all construction has proper permits required by the State of Texas or the City of Houston.
6. Meet current Consumer Product Safety Commission (CPSC) guidelines, American Society for Testing and Materials International (ASTMI) standards, and American with Disabilities Act (ADA) regulations for all constructions.
7. Ensure proper drainage of all playgrounds.
8. Ensure that kiddie cushions of all types to meet proper depth regulations per fall height guidelines.
9. Provide substitutes of any items requested by Agency of similar quality with details explaining the differences to be approved in writing by Agency before replacement.
10. Supply warranty information on all products and services.
11. Provide a final walk-through by a Certified Playground Safety Inspector (CPSI), with Agency approval, before final payment on all projects and construction.

4. SOLICITATION INSTRUCTIONS AND PROPOSAL OUTLINE

A. SOLICITATION INSTRUCTIONS

1. Written questions will be accepted through the date listed in the timeline above. Questions should be submitted via email to the RFP Agency contact. Submission of written questions will be the **ONLY** opportunity for vendors to ask questions about this RFP. An addendum will be prepared from the written questions and answers. This addendum will be posted on Agency's website for public review. Questions concerning this procurement will not be accepted outside of this written question process.
2. We recommend that you do not wait until the due date and time in case there are technical difficulties during your submission.
3. Proposals must be submitted in a complete proposal package containing all required documents, supporting information and attachments.
4. Each Vendor must submit their proposal as follows:
 - a. **One (1) electronic copy of the Attachment A - Vendor Proposal Responses and Qualifications submitted via email to the Agency RFP contact.**
 - b. **One (1) electronic copy of the Attachment B - Excel Bid Sheet submitted via email to the Agency RFP contact.**
 - c. **One (1) PDF of required documents with original authorized official signature submitted via email to the Agency RFP contact.**
5. Proposals must be received by Agency **no later than the time stated in the timeline above.** Proposals received after the deadline will not be accepted. Faxed submissions and postmarks are not acceptable.

B. PROPOSAL OUTLINE

Proposals shall be complete and organized and submitted in the following order outlined below:

1. Attachment A, Vendor Proposal Responses and Qualifications
2. Attachment B, Excel Bid Sheet
3. Required Documents – Proposals must include the following required documents signed by the company's authorized representative.
 - a. Proposal Cover Statement and Notice of Intent to Submit (Form I)
 - b. Disclosure of Potential Conflict of Interest (Form II)
 - c. Certification Regarding a Drug-Free Workplace (Form III)
 - d. Certification Regarding Lobbying (Form IV)
 - e. Certification Regarding Texas Corporate Franchise Tax (Form V)
 - f. Certification Regarding State Assessment (Form VI)
 - g. Certification Regarding Debarment (Form VII)
 - h. Insurance Requirements (Form VIII)
 - i. Contract Terms and Conditions (Form IX)

- i. Financial Information (Form X)
- k. Company Brochure, if available

C. OTHER PROPOSAL INFORMATION

1. USE OF SUBCONTRACTORS

It is Agency's preference to award this contract to a contractor capable of performing all work listed under this solicitation in-house. While the use of subcontractors may be necessary for some goods or services Agency must be notified and approve of subcontractor in writing. The use of subcontractors shall be a factor considered when evaluating the bids for possible delays in timeliness of service delivery and protection of Agency brand secrets. Any bidder who intends or may need to utilize a subcontractor to provide these services needs to note that on the bid documents.

2. COST OF RFP PREPARATION

All costs incurred in the preparation of the proposal are the responsibility of the vendor and will not be reimbursed by Agency.

3. VENDOR CONDUCT

No gratuities of any kind will be accepted including meals, gifts, or tips during this RFP process. Violation of these conditions will subject the Vendor to immediate disqualification from the Proposal process.

4. PUBLIC DISCLOSURES

No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of Agency.

5. USE AND DISCLOSURE OF INFORMATION

If a Proposal includes proprietary data, trade secrets, or information the Vendor wishes to exclude from public disclosure, then the Vendor must specifically label such data, secrets, or information as follows: **"PRIVILEGED AND CONFIDENTIAL - PROPRIETARY INFORMATION."**

To the extent permitted by law information labeled by the Vendor as proprietary will be used by Agency only for purposes related to or arising out of the following:

1. Evaluation of Proposals
2. Selection of a Vendor pursuant to the RFP process
3. Negotiation and execution of a Contract, if any, with the selected Vendor

BakerRipley is a governmental body for purposes of the Texas Public Information Act and as such, complies with this law.

6. OWNERSHIP OF PROPOSALS

All Proposals become the physical property of Agency upon receipt.

7. BRAND NAME

Any catalog, brand name or manufacturer's reference used in the RFP is for descriptive purposes only (not restrictive) and is used to indicate type and quality desired. Proposals on brands of a like nature and quality will be considered.

Agency reserves the right to accept or reject any or all proposals as may be deemed in the best interest of Agency. Agency will evaluate all proposals according to a set of criteria that is scored and then weighed as

to importance in the overall evaluation process. Proposals will be evaluated only on information submitted in the proposals.

8. STATEMENT OF NON-COMMITMENT

This RFP is not an offer to enter into an agreement with any Vendor; it is a request to receive Proposals from Vendors interested in providing goods or services to Agency. Agency reserves the right to reject all Proposals, in whole or in part. Agency will not have any obligation to a Vendor until it has entered into a contract with the Vendor on terms and conditions satisfactory to Agency. Agency entering into negotiations with a Vendor, with respect to any Proposal or otherwise shall not be deemed to be an acceptance of such Proposal or contract with the Vendor.

9. MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE), SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVSB) AND/OR HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Agency supports and encourages M/WBEs, SDVSBs and HUBs to solicit Proposals for current, existing, and future procurements. As a social service Agency, Agency is committed to the opportunity of equal access by all segments of our community.

10. SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice will be acceptable. All interpretations of specifications shall be made on the basis of this statement.

11. GOVERNING INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, Agency's interpretation shall govern.

12. COMPLIANCE WITH RFP REQUIREMENTS

By submission of a Proposal, the Vendor agrees to be bound by the requirements set forth in this RFP. Agency, at its sole discretion, may disqualify a Proposal from consideration if Agency determines a Proposal is non-responsive and/or non-compliant, in whole or in part with the requirements set forth in this RFP.

13. BINDING EFFECT OF PROPOSAL

Each Vendor agrees to and shall be bound by the information and documentation provided with the Proposal unless otherwise agreed in writing and signed by Agency's Chief Executive Officer, Chief Operating Officer or Director of Procurement and Contract Administration.

14. RIGHT TO MODIFY, RESCIND OR REVOKE RFP

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

15. DEBARMENT AND SUSPENSION

Pursuant to OMB Circular No. A-110 the Vendor shall comply with the non-procurement debarment and suspension common rule, "Debarment and Suspension." This common rule restricts sub-awards and Contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

16. GOVERNING LAW

Vendors shall comply with all applicable federal, state and local laws and regulations. Vendor is further advised these requirements shall be fully governed by the laws of the State of Texas.

17. OVERCHARGES

The Vendor hereby assigns to Agency 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 Agency of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

18. SUPPLEMENTAL MATERIALS

Vendors are responsible for including all pertinent product information in the Proposal. Literature, brochures, data sheets, specification information, and completed forms requested as part of the Proposal and any other facts, which may affect the evaluation and subsequent contract award, should be included. Materials such as legal documents and contractual agreements, which the Vendor wishes to include as a condition of the Proposal, must also be in the Proposal.

19. PRICING

Where unit pricing and extended pricing differ, the price that best benefits Agency, as determined by Agency, will prevail.

20. QUANTITIES

Unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of proposals. Quantities ordered may be increased or decreased by Agency as deemed necessary during the Contract period.

21. INSPECTIONS

Agency reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a Vendor fails to satisfactorily show an ability to perform, Agency can reject the Proposal as inadequate.

5. PROPOSAL EVALUATION PROCEDURES

Agency shall consider the following items in its evaluation of the Vendor proposals:

- ✓ **Company Overview and Responsiveness to RFP Questions (30)**
- ✓ **Demonstrated Ability to provide the proposed services (25)**
 - Completed projects of similar size and scale
 - References
 - Licenses, if applicable
 - Years of Operation
- ✓ **Cost Effectiveness (35)**
- ✓ **MBE/WBE/HUB Description / Participation (3)**
- ✓ **Community Involvement (2)**

BASIS OF AWARD

The Vendor selected for award will be the Vendor who's Proposal, as presented in response to this RFP and as determined by Agency in accordance with the evaluation criteria set forth in this RFP, to be the most advantageous to Agency. Agency is not bound to accept the lowest priced Proposal.

NEGOTIATION WITH VENDORS

Vendors submitting proposals may be afforded an opportunity by Agency for discussion and revision of Proposals. Revisions may be permitted after submissions of Proposals and prior to award for the purpose of obtaining best and final offers.

Agency may conduct negotiations with responsible Contractors who submit Proposals found to be reasonably likely to be selected for award pursuant to the selection criteria set forth in this RFP. In conducting negotiations, Agency will not disclose information derived from Proposals submitted by competing Vendors, except as and if law requires disclosure.

MODIFICATION OF PROPOSALS

All Vendors will be afforded the opportunity to submit best and final Proposals if negotiations with any other Vendor result in a material alteration to the RFP and such material alteration has a cost consequence that could alter the Vendor's quotations regarding rates for goods or services.

EVALUATION OF PROPOSALS

Submission of a Proposal indicates the Vendor's acceptance of the evaluation process set forth in this RFP and the Vendor's acknowledgment that subjective judgments may be made by Agency in regard to the evaluation process.

LOCATIONS

Agency reserves the right to add or delete locations and/or services during the contract term.

CONTRACT PERIOD

The Contract shall be valid for five (5) years. The initial term and Contract may be renewed for no more than four (4) one (1) year periods under the same terms and conditions. Agreement on each optional year must be in writing by Agency.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be incumbent upon the vendor to continue services, if requested by BakerRipley until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the incoming vendor and the Agency to ensure a smooth and timely transition. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Agency. During any transition period, all other terms and conditions of the agreement shall remain in full force and effect as originally written.

APPEALS PROCESS

An appeal may occur when a Vendor believes they were treated unfairly in the contract award process. All appeals must be handled in accordance with the following procedural guidelines:

Appeals must be submitted in writing within ten (10) working days from receipt of the letter of rejection to:
Chief Financial Officer
BakerRipley
P.O. Box 271389
Houston, TX 77277-1389

The Vendor must base the appeal upon why they, rather than the Vendor selected for the award, deserve the contract.

The Vendor shall submit relevant information and any additional documentation requested by Agency's Chief Financial Officer to substantiate the basis for the Vendor's appeal.

Upon receipt of all requested documentation supporting the appeal, Agency's Chief Financial Officer will assess the appeal.

Notification of the action taken by Agency's Chief Financial Officer will be mailed to the Vendor.

PRE-AWARD DEBRIEFING OF OFFERORS

Vendors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award (10 U.S.C. 2305(b)(6)(A) and 41 U.S.C. 253b(f)-(h)).

POST-AWARD DEBRIEFING OF OFFERORS

A vendor, upon its written request received by the Agency within three (3) days after the date on which that vendor has received notification of contract award, shall be debriefed and furnished the basis for the selection decision and contract award.

6. Exhibit A – Contract Terms

**BakerRipley
CONTRACTOR SERVICE AGREEMENT**

PARTIES: This Contractor Service Agreement (this "**Contract**") is entered into on _____ by and between BakerRipley, ("**Agency**"), and _____ ("**Contractor**").

SERVICES: Contractor shall provide _____ services ("**Services**") for Agency. This contract is a result of Agency RF_ _____.

TERM: The term for this Contract is from the effective date above through _____ ("**Term**").

Upon mutual agreement between Agency and Contractor, this Contract may be extended for four (4) additional one-year terms. Any extension of the Services under this Contract must be in writing and executed by both parties.

AGREEMENTS: Agency hereby contracts with Contractor to provide, and Contractor hereby agrees to provide the Services, in accordance with this Contract, except as expressly modified in Special Provisions set forth below.

NOTICE ADDRESSES:

If to AGENCY:

BakerRipley
Procurement and Contract Administration
P.O. Box 271389
Houston, Texas 77277-1389

In addition to notice address above, notice may be sent to Agency at:

Contracts@BakerRipley.org

If to CONTRACTOR:

In addition to notice address above, notice may sent to Contractor at:

SPECIAL PROVISIONS: NONE

ENTIRE AGREEMENT:

This Contract, including its Attachments and any exhibits or schedules, all of which are expressly incorporated herein by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or commitments of the parties, written or oral. This Contract may be amended only by an agreement in writing executed by both parties, and no oral modifications of this Contract shall be effective.

I. SCOPE OF WORK

Contractor will provide Services as outlined in Exhibit A – Scope of Work.

II. COMPENSATION, INVOICING, AND PAYMENTS

1. **COMPENSATION**

1. Agency will pay for Services rendered by Contractor, subject to the rates outlined in Attachment B – Rates.

2. **INVOICING**

- a. Contractor shall submit invoices for charges due under this Contract no later than the 5th day of each month to Agency for the Services rendered the previous month to AP@BakerRipley.org.
- b. Each invoice shall include a description of the Services performed and dates of the Services.

3. **PAYMENTS**

- a. Agency will make payments to Contractor within thirty (30) days following receipt of correct invoices by Contractor to Agency and after Agency has confirmed that all work has been completed in a satisfactory manner, including accurate and timely reporting.
- b. If the invoice is incorrect, Agency will notify Contractor within five (5) business days of receiving the incorrect invoice. Upon receiving the corrected invoice from Contractor, Agency will make payment within thirty (30) days.
- c. Checks will be made payable to the Contractor at the mailing address indicated on the invoice submitted.
- d. Agency is not required to pay invoices received more than one hundred and twenty (120) days after the last day that Services are performed or goods are received. Also, charges for items or Services outside the Scope of Work are not valid charges and Agency is not required to pay such charges.
- e. Agency will not be liable for any unbilled fees or costs incurred by the Contractor in the performance of this Contract. Agency will pay the Contractor only if the Contractor has complied with the terms of the Contract as specified herein.

III. GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR**

- a. Neither Contractor nor any of Contractor's employees shall be considered employees of Agency. No employee or subcontractor of Contractor shall be entitled to the rights or benefits afforded to Agency's employees, including without limitation, disability or unemployment insurance, worker's compensation, medical insurance, sick leave, or any other employment benefit. Contractor and each of its subcontractors (if any) is responsible for providing at its own expense, any disability, unemployment, worker's compensation or other insurance or benefits and all training, permits, and licenses for its employees.
- b. Contractor will determine the method, details, and means of performing the Services and control, direct and supervise its employees and subcontractors (if any) in the performance of the Services. Contractor is, and at all times shall remain, an independent contractor, and nothing herein shall be construed as creating a relationship of principal-agent or employer-employee or a joint venture or partnership between Contractor and Agency.

2. **CONTRACTOR PERFORMANCE STANDARDS**

- a. Contractor agrees to furnish all materials, tools, and equipment required in the performance of the Services. Contractor shall pay, and be solely responsible for all such materials, tools, and equipment, and indemnify and hold Agency harmless from, all travel or other business expenses, including transportation, telephone expenses and other expenses incurred in connection with performing the Services.
- b. Contractor and its employees performing Services shall have and maintain current and good standing throughout the term of the Contract all current licenses, permits and rights required for the performance of its obligations under this Contract.

- c. Contractor shall remove any employees from direct contact with an Agency customer who is alleged to have committed child abuse or neglect; or an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code; or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offenses, the employee may again be assigned to direct customer contact; however, the Contractor shall notify Agency of its intent to do so ten (10) working days prior to the reassignment. The Contractor must provide the reasons for the reassignment. If the employee is found to have committed any of the offenses listed in this paragraph, the employee shall not be reassigned to duties involving any direct contact with customers.
- d. Contractor shall verify and disclose, or cause its employees and volunteers to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under the Texas Controlled Substances Act, Tex.Rev.Civ.Stat. Ann. Art. 4476-15 as amended. This verification and disclosure will be required of all who either have direct contact with customers or perform services on Agency property. This disclosure shall be made prior to performance of any contractual requirements. In addition, Contractor must provide written assurance of the disclosure to the Director of Compliance upon either Contract renewal (if applicable) or every twelve-month period, whichever is earlier.
- e. Contractor shall not conduct or attempt to conduct business with employees, customers, subcontractors, agents, and volunteers outside of performing Services.
- f. Contractor shall not initiate or participate in criminal or otherwise inappropriate behavior, or encourage employees, customers, subcontractors, agents and volunteers to initiate or participate in criminal behavior.
- g. Contractor shall not use, possess, sell, purchase, exchange or be under the influence of alcoholic beverages, illegal drugs or other intoxicants (drugs) at any time on Agency premises or while performing Services.
- h. Contractor shall not initiate, allow or participate in harassment or sexual harassment. Harassment is verbal, physical or visual conduct of a racial, ethnic or other nature that, in an individual's opinion, impairs his or her ability to perform the job. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to the conduct unreasonably interferes with that individual's work performance or creates an intimidating, hostile or offensive working environment.
- i. Contractor shall not tolerate harassment or sexual harassment by an Agency employee, other subcontractor, agent or volunteer. Immediately report an incidence of harassment or sexual harassment to Toyi Vaughan, Director of Compliance at either (713) 685-6537 or tvaughan@bakerripley.org.
- j. Contractor shall wear a clearly identifiable uniform and/or identification badge while performing Services and wear appropriate clothing, shoes and safety gear.
- k. Contractor shall immediately report any observed physical, verbal, emotional or sexual abuse of a customer.
- l. Contractor shall provide written assurance that a background check has been conducted in the last 6 months for all employees performing Services, and that all parties with background check resulting in violation of this contract are immediately prevented from performing Services. Assurances and

removal of contracted staff must be communicated to the Director of Compliance as noted in section B(9) above.

3. **INDEMNITY**

- a. Contractor agrees to fully and completely indemnify, protect, defend and hold harmless Agency, its corporate affiliates, and its and their respective officers, directors, employees, volunteers, agents and representatives (collectively, the "Agency Parties") from and against any and all claims, losses, allegations, demands, lawsuits, causes of action, judgments or other litigation against Agency Parties to the extent any such claims, losses, allegations, demands, lawsuits, causes of action, judgments or other litigation are caused by or result from any act or omission of Contractor or any agent, representative or employee of Contractor on account of death, personal injury or property damage or on account of the breach by Contractor of any of its representations, covenants or agreements set forth in the Contract, all regardless of whether Agency Parties are negligent in whole or in part. The indemnity obligations of Contractor hereunder shall extend to and include, without limitation, any costs or expenses including attorney's fees incurred by Agency Parties in connection therewith. In the event Agency is the prevailing party under an action for breach, Contractor shall be liable for payment of reasonable attorney's fees and for costs and expenses as allowed by law.
- b. Contractor shall have the full exclusive liability for payment of liens, taxes and assessments incurred by Contractor in connection with Services provided by Contractor under this Contract. Agency shall not be obligated to pay, and shall be promptly reimbursed by Contractor if Agency does pay any additional amount for bonds, benefits, taxes, penalties, or interest, if any, levied against Agency or Contractor by reason of any failure of Contractor to comply with the laws, rules or regulations of any taxing or governmental authority or the provisions of this paragraph, and Contractor shall indemnify and save Agency, its corporate affiliates, their respective officers, directors, employees and agents free and harmless from payment of any and all such benefits, taxes, penalties, and interest.
- c. No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit, or to quantify the liability obligation assumed by the Contractor in accordance with requirements set forth in the Contract.

4. **TERMINATION**

This Contract may be terminated as follows:

- a. If, at any time, Contractor does not have the necessary current licenses, permits or rights required for the performance of its obligations under this Contract, Agency shall have the right to cancel this Contract immediately upon written notice to Contractor.
- b. Either party may terminate this Contract, with or without cause, upon thirty (30) days prior written notice to the other party.
- c. If either party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the covenants, agreements, or stipulations of this Contract, and if such failure or violation is material and substantial, the other party will give written notice thereof. If the default is not cured within ten (10) days following the notice, the other party may then terminate the Contract by written notice.

- d. If this Contract is cancelled/terminated for any reason whatsoever, (a) Contractor will be entitled to invoice Agency for Services provided to the date of cancellation/termination and (b) Agency will make payments on such invoices according to the terms outlined in this Contract.

5. **CONFIDENTIALITY**

Proprietary and Confidential Information. Contractor may receive or have access to information that is proprietary or confidential to Agency. Such “Confidential Information” may include but is not limited to: customer information, student records, institutional policies, business strategies, and financial information. Contractor shall not disclose or use any such information made available to Contractor or to which Contractor has had access, in any manner, at any time, or to any person, without the express written consent of an authorized Agency representative, or as required by law. Contractor agrees to hold all Confidential Information in the strictest confidence. Contractor shall use Confidential Information solely for the purpose of performance under this Contract. Upon termination of this Contract, Contractor shall promptly return any proprietary and confidential information belonging to Agency.

6. **INSURANCE**

At least thirty (30) days prior to the Effective Date of the Contract or any renewal term and prior to any payment to the Contractor under this Contract, the Contractor, at its sole expense, will maintain in effect at all times during the full term of the Contract and will furnish to Agency Procurement Department Certificates of Insurance for the following:

- a. Commercial General Liability Insurance to include coverage for Premises Operations, Independent Contractors, and Broad Form Contractual Liability (defense costs excluded from face value of the policy)

- \$1,000,000 per occurrence
- \$2,000,000 aggregate
- \$2,000,000 Products & Completed aggregate
- \$1,000,000 Personal & Advertising Injury
 - i. - \$ 50,000 Fire Legal Liability
 - ii. - \$ 5,000 Medical Payment

- b. Workers’ Compensation (or its equivalent) and Employers Liability

	State Statutory Limits
- Employers’ Liability – each person	\$1,000,000
- Employers’ Liability – Disease Policy limit	\$1,000,000
- Employers’ Liability – Disease each person	\$ 100,000

- c. Automobile Liability (covers all owned, non-owned and hired vehicles)

- \$100,000 Bodily Injury each person limit
- \$300,000 Bodily Injury each accident limit
- \$100,000 Property Damage each accident

All coverage must be with insurance companies or carriers rated for financial purposes as a "A-" or better whose policies cover risks located in the State of Texas.

All policies, except Workers' Compensation, must include:

- i. Punitive Damage Coverage
- ii. Primary and Non-Contributory Wording
- iii. Cross Liability Coverage and Severability Endorsements

Payment and/or performance bonds may be required for some projects. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the Texas Department of Insurance. Such assurances of completion will run to the Texas Department of Insurance as obligee and must be documented prior to the start of Services. This bonding requirement applies to the extent required by Federal or state law.

All policies shall endorse Agency as Additional Insured (except workmen's compensation), with a Waiver of Subrogation, and a thirty (30) day notice of cancellation via email. If the Contractor fails to obtain insurance policies required, Agency may terminate the Contract without further notice to the Contractor.

No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit, or to quantify the liability obligation assumed by the Contractor in accordance with requirements set forth in the Contract.

G. **DISPUTE RESOLUTION**

Any dispute or controversy arising under or in connection with this Contract will be settled exclusively by final and binding arbitration in Houston, Texas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"). The arbitrator will be selected by mutual agreement of the parties, if possible. If the parties fail to reach agreement upon appointment of an arbitrator within 30 days following receipt by one party of the other party's notice of desire to arbitrate, the arbitrator will be selected from a panel or panels of persons submitted by AAA. Judgment upon any award rendered pursuant to such arbitration may be entered in any court of competent jurisdiction or application may be made to any such court for enforcement of any such award and the entry of whatever orders are necessary for the enforcement thereof.

H. **MISCELLANEOUS PROVISIONS**

- a. **Contractor may not assign its rights** or obligations under this Contract to a third party without the express prior written consent of Agency. Agency may withhold such consent in its sole discretion.
- b. **The failure of either party** to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

- c. **If, for any reason**, any provision or portion of any provision of this Contract is held invalid, such invalidity shall not affect any other provision or portion of any provision not held so invalid and each other provision of this Contract shall continue in full force and effect.
- d. **Any** alterations, additions, or deletions to the terms of the Contract which are required by changes in federal law and regulations or state statute are automatically incorporated into the Contract without written amendment, and shall become effective on the date designated by such law and or regulation; and any other alterations, additions, or deletions to the terms of the Contract shall be amended hereto in writing and executed by both parties to the Contract.
- e. **All notices** given under this Contract must be in writing and delivered to the respective addresses of the parties set forth in the Contract or to any new address provided by a party in accordance with this notice provision. If notice is given by mail, it must be by certified mail, return receipt requested. Notice may also be by facsimile, by courier or overnight delivery. All notices hereunder shall be effective only on actual receipt (as evidenced by signature or by electronic confirmation of a facsimile), except that if notice is given by facsimile on a day that is not a regular business day of the recipient or after 3:00 p.m. on a regular business day of the recipient, such notice shall be effective on the next regular business day of the recipient.
- f. **This Contract** shall be legally binding and not denied legal effect, validity, or enforceability solely because an electronic form was used, or solely because one or all parties to this Contract executed this Contract by means of an electronic record or electronic signature, as cited by **COMMERCE & TRADE-Title 15 U.S.C, Chapter 96, Subchapter I.**

I. **LEGAL AND REGULATORY COMPLIANCE**

- a. **Texas Public Information Act** – Agency is subject to the provisions of the Texas Public Information Act (the “Act”), Chapter 552 of the Texas Government Code. If a request for disclosure of this Contract or any information related to the goods or services provided under this Contract or information provided to Agency under this Contract constitutes a record under the Act is received by Agency, the information must qualify for an exception provided by the Act in order to be withheld from public disclosure. Contractor authorizes Agency to submit any information contained in this Contract, provided under this Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination on whether any such information may be excepted from disclosure under the Act. Contractor waives any claim against and releases Agency, its officers, employees, agents, and attorneys from liability with respect to disclosure of information provided under or in this Contract, determined by the Attorney General or a court of law to be subject to disclosure under the Act.
- b. **Equal Employment Opportunity** – Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal

Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

- c. **Certification Regarding Undocumented Workers** – Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Contractor hereby certifies that Contractor, or a branch, division, or department of Contractor does not and will not knowingly employ an undocumented worker, where “undocumented worker” means an individual who, at the time of employment is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Contractor or a branch, division, or department of Contractor is convicted of a violation under 8 U.S.C. Section 1324a(f), Contractor shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Agency notifies Contractor of the violation.
- d. **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended** – Contractor certifies it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- e. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – Contractor certifies it is in compliance with the Byrd Anti-Lobbying Amendment and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- f. **Governing Law** – This Contract shall be governed and construed in accordance with the laws of the State of Texas and any action to enforce the provisions of this Contract shall be brought in a court of competent jurisdiction in Harris County, Texas.
- g. **Immigration** – Contractor represents and warrant that it shall comply with the requirement of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.
- h. **VEVRAA and Section 503 (Discrimination)** – This Contractor and all covered subcontractor shall abide by the requirements of 41CFR Section 60-1.4(a) (7), 60-250.4 as amended (41 CFR 61-300) and 60-741.4, if applicable, 29 C.F.R. Part 471, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified protected veterans, qualified individuals with disabilities and all individuals without regard to race, color, religion, sex, or national origin.

- i. **Force Majeure** – The obligations of either party under this Contract will be excused during periods of delay caused by acts of God, shortages of power or materials, or events which are beyond the reasonable control of the party with the obligation ("Force Majeure Event"). In the case of a Force Majeure Event, the party that fails to perform an obligation shall: (i) immediately notify the other party of the Force Majeure Event and its expected duration, and (ii) take all reasonable steps to perform its obligations as soon as possible. In the event the Force Majeure event continues for more than thirty (30) days, Agency may terminate this Contract.
- j. **Debarment and Suspension (E.O.s 12549 and 12689)** – Contractor certifies, as included in Exhibit E – Certifications, that it is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension."
- k. Agency shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractor.

J. REPRESENTATION

Contractor represents, warrants, and certifies that all information provided to Agency by Contractor in connection with this Contract is true and correct in all respects to the best of its knowledge and belief. Contractor represents that it possesses legal authority to enter into the Contract, receive and manage the funds authorized by the Contract, and to perform the Services Contractor has obligated itself to perform under this contract. The person signing the Contract on behalf of Contractor warrants that he/she has been authorized by the Contractor to execute the Contract on behalf of the Contractor and to bind the Contractor to all terms set forth in the contract. Texas Department of Housing and Community Affairs (TDHCA) shall have the right to suspend or terminate the Contract if there is a dispute as the legal authority of either the Contractor or the person signing the Contract to enter into the Contract or to render performances thereunder. Should such suspension or termination occur, the Contractor is liable to the Agency for any money it has received for performance of provisions of the Contract.

K. EXECUTION

This Contract may be executed in multiple counterparts, all of which shall constitute one agreement. A facsimile of an executed counterpart shall have the same effect as the original executed counterpart.

BakerRipley

By:

By:

Title:

Title:

Date

Date

ATTACHMENT A - SCOPE OF WORK

Contractor shall provide the following Services:

1. Contractor shall

ATTACHMENT B – RATES

Agency will make payments to Contractor, subject to the following provisions:

(The remainder of this page was intentionally left blank)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (FORM II)

If any of the following have a financial or other substantive interest* with BakerRipley, including its employees, [Board of Directors](#), and/or [Executive Team](#), attach a detailed explanation of the relationship or benefit to your Proposal:

- yourself
- immediate family *
- your partner
- any organization in which any of the aforementioned have a material financial or other substantive interest**

___I certify that neither I nor any of the parties described above have a conflict of interest to disclose at this time. Further, I understand that if awarded this contract, I have an obligation to report such actual or perceived conflict should it become known to me.

___I certify that I have provided full disclosure of all relationships that create or may create a conflict of interest with BakerRipley in a document attached to this proposal packet. **Additionally, if this proposal is to provide goods or services to Promise Community School**, I have attached completed *Form CIQ, Conflict of Interest Questionnaire* <https://www.ethics.state.tx.us/forms/CIQ.pdf>.

_____ Name of Organization	
_____ Signature of Authorized Representative	_____ Title of Authorized Representative
_____ Printed Name of Authorized Representative	_____ Date

* Substantive Interest is defined as any interest of a substantial nature, whether or not financial in nature, including membership on an organization's governing board, acting as the agent for an organization, or employed as an officer of an organization.

**Immediate Family is defined as any person related within the second degree of affinity (marriage) or within third degree of consanguinity (blood) to the party involved. The prohibited relationships are summarized below:

- First degree of affinity = husband, wife, spouse's father or mother, son's wife, daughter's husband
- Second degree of affinity = spouse's grandfather or grandmother, spouse's brother or sister
- First degree of consanguinity = father, mother, son, daughter
- Second degree of consanguinity = grandfather, grandmother, brother, sister, grandson, granddaughter
- Third degree of consanguinity = great grandfather, great grandmother, uncle, aunt, brother or sister's son or daughter, great grandson, great granddaughter

CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (FORM III)

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 USC 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned Vendor certifies that it will provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and any associated consequences of non-compliance;
2. Establishing an on-going drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Vendor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation, and employee assistance programs;
3. Providing each employee with a written copy of the Vendor's Drug-Free policy;
4. Notifying the employees in the Vendor's policy statement that as a condition of employment under the Contract employee shall notify the Vendor in writing within five (5) business days after a conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
5. Notifying Agency within ten (10) business days of the Vendor's receipt of notice of the conviction of an employee; and,
6. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute as set forth in the Vendor's drug-free workplace policy.

Name of Organization

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Date

CERTIFICATION REGARDING LOBBYING (FORM IV)

This certification is required by the Federal Regulations Implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies, to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

The undersigned shall require all subcontractors to certify and disclose accordingly.

Name of Organization

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

Date

CERTIFICATION REGARDING TEXAS CORPORATE FRANCHISE TAX (FORM V)

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification that the entity entering into this subcontract is current in its franchise taxes or is not subject to the payment of franchise taxes to the State of Texas must be signed by the individual authorized to sign the subcontract for the subcontracting entity. The undersigned authorized representative of the entity subcontracting herein certifies that the following indicated statement is true and correct and that the undersigned understands making a false statement is a material breach of subcontract and is grounds for subcontract cancellation.

Indicate the certification that applies to your subcontracting entity:

- The subcontracting entity is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

- The subcontracting entity is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Name of Business: _____

- Type of Business (if not corporation):
- Sole Proprietor
 - Partnership
 - Other

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

CERTIFICATION REGARDING STATE ASSESSMENT (Form VI)

Proposers must certify that they are current in all Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas. Proposers must also certify that they have no outstanding Unemployment Insurance overpayment balances due to the State of Texas.

The undersigned authorized representative of the corporation certifies that the following statements are true and correct and that making a false statement is a material breach of contract and grounds for contract cancellation.

The corporation certifies, by checking the boxes below, that:

- It is current in Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

- It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
(FORM VII)**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

INSURANCE REQUIREMENTS (FORM VIII)

A. Commercial General Liability Insurance to include coverage for Premises Operations, Independent Contractors, and Broad Form Contractual Liability (defense costs excluded from face value of the policy)

- \$1,000,000 per occurrence
- \$2,000,000 aggregate
- \$2,000,000 Products & Completed aggregate
- \$1,000,000 Personal & Advertising Injury
- \$ 50,000 Fire Liability
- \$ 5,000 Medical Payment

B. Workers' Compensation and Employers Liability

Workers' Compensation	State Statutory Limits
Employers' Liability – each person	\$1,000,000
Employers' Liability – Disease Policy limit	\$1,000,000
Employers' Liability – Disease each person	\$ 100,000

C. Automobile Liability (covers all owned, non-owned and hired vehicles)

- \$100,000 Bodily Injury each person limit
- \$300,000 Bodily Injury each accident limit
- \$100,000 Property Damage each accident

All coverage must be with insurance companies or carriers rated for financial purposes as a "A-" or better whose policies cover risks located in the State of Texas.

All policies, except Workers' Compensation, must include:

- A. Punitive Damage Coverage
- B. Primary and Non-Contributory Wording
- C. Cross Liability Coverage and Severability Endorsements

All policies shall endorse Agency as Additional Insured, with a Waiver of Subrogation, and a thirty (30) day notice of cancellation, material change or non-renewal in favor of Agency. If Vendor fails to obtain insurance policies required, Agency may immediately terminate the Contract without further notice to the Vendor.

No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit, or to quantify the liability obligation assumed by the Vendor in accordance with requirements set forth in the Contract.

The undersigned authorized representative of the entity subcontracting herein certifies that the above stated insurance requirements can and shall be obtained by the entity upon notification of contract award and submitted to Agency prior to start date of contracted services. The undersigned further certifies that this same insurance will be maintained in effect at all times during full term of Contract.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

CONTRACT TERMS AND CONDITIONS (Form IX)

The undersigned authorized representative certifies by signing and checking the applicable box that they have read the Agency's "Contractor Service Agreement" Template included in this RFP.

Choose one of the following:

- I accept the terms and conditions contained in the Agency's "Contractor Service Agreement" Template including the pricing fees in Exhibit B.

- I will accept the terms and conditions contained in the Agency's "Contractor Service Agreement" Template, if certain modifications can be agreed upon. List modifications requested on a separate page and place with other attachments.

- I am submitting a copy of our company's contract template for review and consideration. This document is being included with documents and placed with other attachments.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

FINANCIAL INFORMATION (Form X)

Failure to provide the required information once requested may disqualify your proposal from consideration for award.

Choose one of the following:

- (Public Company)** If we are a finalist we understand, if requested, we will provide a link to our Financial Management and Reporting Information website.

- (Private Company)** If we are a finalist we understand we may be asked and must provide a copy of our last completed fiscal year financial statements which includes a balance sheet, income statement, and cash flow.

- (Sole Proprietor)** If I am a finalist I understand that I may be asked and I must be willing to provide my last year's personal income tax along with all forms and/or amendments.

- (New Business)** If I/we are a finalist as a newly formed business, less than one year old, I/we understand I/we may be asked and must be willing to provide a detailed narrative (i.e. business plan) as well as the financials from mine/our business start date from any accounting software currently being used.

Name of Organization/Firm

Signature of Authorized Representative

Date

Print Name and Title of Authorized Representative

DISCLAIMER: Any and all financial documents or information provided to Agency will remain confidential and will only be disclosed or distributed in compliance with the Texas Public Information Act. Any and all financial documents or information provided to Agency will be for the limited purpose of financial strength analysis in connection to project proposals. Agency will only request financial documents or information if you are selected as a finalist.