BakerRipley

REQUEST FOR PROPOSAL

P.O. Box 231808 Houston,Texas 77223-1808
www.bakerripley.org
713.667.9400

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 $671 million annual budget, 1,500 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.

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.”

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.

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.

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	August 24, 2026
Site Visits by appointment only	August 31 – September 4, 2026 8:00 AM – 10:00 AM (CT) Email abrown@bakerripley.org to confirm your day no later than August 27, 2026 by 2:00 PM (CT)
"Highly Recommended" Virtual Vendors Conference	Wednesday, September 16, 2026, at 10:00 AM (CT) Email abrown@bakerripley.org to confirm your attendance and to receive the Microsoft Teams link no later than September 14, 2026 by 2:00 PM (CT)
Vendor Proposals Due	October 9, 2026, by 10:00 AM (CT)
Evaluations*	October 12 – October 30, 2026
Anticipated Contract Award Date	Week of November 2, 2026

** 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 communication regarding this RFP from this time and date until the contract has been awarded must be coordinated through:

Ashia Brown, Procurement Specialist II
BakerRipley
4450 Harrisburg Blvd., Suite 200
Houston, TX 77011
Phone: (713) 669-5276
abrown@bakerripley.org

THE OPPORTUNITY

BakerRipley (the "Agency") is seeking a Property and Real Estate Management Services company (the "Partner") to assist us with managing our real estate assets (the "Facilities").

3. SCOPE OF SERVICES

The Agency maintains roughly 600,000 sq ft of Facilities across Houston and the surrounding areas. Some of the Facilities we own; some we lease; and some we lease out to tenants.

We are a nonprofit organization providing services to our various communities, including veterans, individual tax filers, seniors, workforce participants, Head Start and Early Head Start children, and Charter School kindergarten through 8th grade students. Our Facilities house these various services.

We are searching for a Partner that can help us manage our Facilities. Specifically, we need assistance with the following real estate advisory and property management services (collectively, the "Services").

I. Real Estate Advisory Services

- **Market Assessment and Valuation Services**. We need a Partner that understands the real estate markets where our Facilities are located (see Appendix A, pg. 8). The Partner must provide the Agency with annual valuations on its owned properties and quarterly market rate reports for its rental/rented assets in addition to other valuations/appraisals as needed.
- **Strategy and Forecasting Services**. The Partner will advise us on the pros and cons of buying, selling, leasing, and/or consolidating our Facilities with a focus on reducing Facility costs and identifying Facilities that maximize outreach into the communities we serve. To this end, the Partner will provide a formal 3–5-year roadmap highlighting buy, sale, lease, consolidation strategies; resulting cost and savings impacts; lease agreement impacts, and FTE impacts, if any. (the "Facility Strategy"). This Facility Strategy will be presented to the Board of Directors as early as the Fall of 2026.

II. Property Management Services

- **Vendor Management Services**. The Partner will leverage its vendor relationships (the "Providers") in the areas where our Facilities are located to negotiate and contract with Providers to find cost savings for our Facilities. Providers include security, janitorial, lawn maintenance, tree trimmers, electricians, plumbers, HVAC, painters, utilities providers, etc. The Agency currently has its own contracts with Providers. If Partner is unable to provide similar services with cost savings as currently engaged by our Providers, the Agency will continue to use our contracts to engage the Provider; otherwise, the Partner will engage the Provider directly. To ensure the Agency's needs are met, the Agency requires a review of Partner's statement of work contracts between the Partner and the Provider to ensure Agency's needs are addressed. For Providers obtained through the Partner the Agency will pay directly, an important aspect of this function is that federal regulations (2 CFR 200) require that the Agency go through a procurement process before awarding a contract to a Provider. We will need the Partner to also conduct a procurement process that is compliant with these federal regulations before establishing a contract with the selected Provider, and the Agency will need to have access to the supporting documents during our annual audit process.
- **Broker and Facility Management Services**. The Partner will act as a broker for the Agency when buying and selling properties. Further, the Partner will be responsible for managing and supporting our Facilities, including conducting repairs and maintenance for each Facility, as governed

by a Service Level Agreement (the "SLA") (see Appendix B, see pg. 8). Additionally, the Partner will manage and support the Agency's Tenants who have leased space in some Facilities, including addressing Tenant issues, such as AC adjustments, etc. This will also be governed by an SLA. As part of this Facility and Tenant Management Service, the Partner will manage and negotiate current and future agreements, such as Agency lease agreements and tenant lease agreements. This includes addressing contractual obligations, negotiating terms, and managing renewals.

- **Capital Improvements**. Whenever a capital improvement project (the "Project") is required, the Agency will notify the Partner, and the Partner will leverage its vendor relationships to provide the Agency with cost options. The Agency will then obtain the necessary Board approvals and required funds to undertake the Project. Agency will use its own Project Manager to oversee the Project, or it can opt to use the Partner for such service at a separate cost. Once completed, the Project will fall under the auspices of the Facility Management Service agreement that will govern the services described herein.
- **Staffing**. The Partner will dedicate an appropriate number of staff to perform maintenance on and field requests for the Agency's properties. The Partner must consult with Agency regarding staff assigned to the Facilities, and the Agency must consent to the assignment of any staff to its facilities following appropriate background checks as determined by the Agency. The Agency currently employs approximately 10 employees to maintain and coordinate work in its facilities. The Agency strongly prefers a Partner who would commit to hiring the Agency's existing staff for this purpose. These employees currently service our Facilities and are intimately familiar with the issues and strengths thereof. This knowledge is paramount to providing the most cost-effective and efficient Property Management Services for our Facilities, including addressing Tenant issues.

Agency expects Partner to deliver a response that includes the following:

1. Overall fee for the Services
2. Additional fee schedules, if any
3. Partner assumptions regarding staff hours (e.g., holiday hours, weekend hours, weekday hours, etc.)
4. Partner assumptions regarding deployment of staff to address disasters (e.g., hurricanes, pandemics, etc.)

Appendix A – Property Listing

Appendix A - Property Listings

	Name	Address	Division	Type	Building Sq Ft
1	Fraga - BakerRipley Community School	209 North York Street, Houston, TX 77003	Community School	Leased	4,061
2	BakerRipley Central	4450 Harrisburg Blvd Suite 200, Houston, TX 77011-4014	Office	Owned	83,226
3	Aberdeen	3838 Aberdeen Way, Houston, TX 77025-2416	Office	Owned	42,421
4	Ripley Campus / BakerRipley CS	4410 Navigation Blvd., Houston, TX 77011	Community Centers	Owned	57,416
5	Pasadena Campus	720 Fairmont Parkway, Pasadena, TX 77504	Community Centers	Owned	27,488
6	Gulfton Sharpstown Campus / BakerRipley CS	6500 Rookin Street, Houston, TX 77074-5019	Community Centers	Owned	54,049
7	East Aldine Campus	3000 Aldine Mail Route Road, Houston, TX 77039-5612	Community Centers	Owned	40,323
8	BakerRipley CS - Middle School (Tsanoff)	4414 Navigation Blvd Houston TX 77011	Community School	Owned	18,434
9	Savoy Immigration	Savoy - 6200 Savoy Drive, Houston TX 77036	Community Centers	Leased	5,073
10	Albury Head Start	11125 Albury Drive, Houston, TX 77096	Head start	Owned	4,771
11	Hiram Clarke Head Start	3810 West Fuqua Street, Houston, TX 77045	Head start	Leased	7,379
12	Cook Road Head Start	6959 Cook Road, Houston, TX 77072	Head start	Owned	13,719
13	Sharpview Head Start	12280 Sharpview Drive, Houston, TX 77072	Head start	Owned	13,134
14	Klein Early Head Start/Head Start	6447 Prestwood Drive, Houston, TX 77081	Head start	Owned	7,752
15	BR Early Childhood Dev Center	8575 Pitner Rd. Houston, TX 77080	Head start	Leased	16,126
16	Spring Branch	Spring Branch HS - 9655 Long Point Road, Houston, TX 77040	Head start	Leased	14,028
17	Kingdom Builders Center Head Start and EHS	6011 W. Orem Drive, Houston, TX 77045	Head start	Leased	9,631
18	Regency Square Early Head Start/Head Start	7207 Regency Square Blvd, Houston, TX 77036-3188	Head start	Leased	21,459
19	George Family Development Center EHS/HS	500 Austin Street, Richmond, TX 77469-4408	Head start	Leased	27,000
20	Missouri City Head Start/Early Head Start	1424 FM 1092, Missouri City, TX 77459-1601	Head start	Leased	12,072
21	Fifth Street Head Start	3110 5th Street, Stafford, TX 77477-6706	Head start	Leased	5,201
22	Christine Smith Early Head Start/Head Start	1000 Pultar Road, Richmond, TX 77469-1569	Head start	Owned	23,050
23	Kenforest Head Start	1535 Kenforest, Missouri City, TX 77489-2100	Head start	Leased	5,144
24	Arena Tower_FAPO*	7324 Southwest Freeway Suite 1600, Houston, TX 77074-2159	Workforce	Leased	12,790
25	Northline Mall	4424 North Freeway Suite A, Houston, TX 77022	Workforce	Leased	31,989
26	Baytown	6952 Garth Road, Baytown, TX 77521	Workforce	Leased	12,936
27	Texas City (Mainland City Centre)	10000 Emmett Lowry Expressway, Suite 1200, Texas City, TX 77591	Workforce	Leased	7,500
28	Lake Jackson	206 Highway 332 West, Lake Jackson, TX 77566-4013	Workforce	Leased	9,397
29	Southeast	12148-B Gulf Freeway, Houston, TX 77034	Workforce	Leased	17,970
Total					**605,539**

Appendix B

Priority Level	Response Time	Resolution Time	Examples
Critical	less than 1 hour	less than 1 hour	Threat to a campus, fire, life safety systems, trespasser, loss of power
High	1 - 2 hours	2 - 3 hours	Water leaks, suspicious activity, clogged toilets, general safety threats
Medium	4 - 8 hours	1 - 2 days	Recalibrating AC Level, trash around building, appliance repair, lighting repair
Low	1 - 3 days	3 - 5 days	Furniture repairs/ moves, pest remediation, playground repair, general maintenance
Planned	3 - 5 days	5+ days	Damaged walls, light fixture issues, graffiti, grounds maintenance

4. SOLICITATION INSTRUCTIONS AND PROPOSAL OUTLINE

A. SOLICITATION INSTRUCTIONS

1. A vendor conference will be conducted to provide an overview of the solicitation and answer vendor questions. Written vendor questions will not be accepted for this solicitation, and no formal post-conference question-and-answer period will be provided.

2. We recommend that you do not wait until the due date and time to submit your proposal 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:

   Required documents for submission:

   One (1) electronic copy of Attachment A – Excel Property and Real Estate Management Services Matrix submitted via email to the Agency RFP contact.

   There are seven tabs which require your input. The tab labeled Ticketing Technology must include a clear indication of whether the capability is:

   - Built In
   - Custom
   - Not Available

   Please select a response for every "Vendor Response" drop down on the Ticketing Technology tab.

   "Vendor Comments" are highly recommended for any requirement description where further explanation is beneficial.

   One (1) PDF of the ten (10) required documents with original authorized official signature submitted via email to the Agency RFP contact.

   Provide a copy of your Service Level Agreement (SLA) and any other agreements which will be required submitted via email to the Agency RFP contact.

5. Proposals must be received by the 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 – Property and Real Estate Management Services Matrix

2. 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)
   j. Financial Information (Form X)
   k. Company Brochure, if available
   l. Other attachments

3. Service Level Agreement (SLA) and any other agreements which will be required.

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, the 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 the 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 the 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. 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.

10. GOVERNING INTERPRETATION

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

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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).

17. 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.

18. PRICING

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

19. 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.

20. 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:

Scoring Criteria	Weight
Firm Qualifications & Experience	20
Real Estate Advisory Services	20
Property Management Services	20
Ticketing and Technology Capabilities	10
Client References & Past Performance	10
Cost Proposal	20
Total	100

BASIS OF AWARD

The Vendor selected for award will be the Vendor whose 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.

MULTIPLE AWARDS

Agency reserves the right to award Contracts(s) to multiple Offerors. The decision to award multiple Contracts, award only one (1) Contract, or to make no awards rests solely with Agency.

NON-EXCLUSIVE

Any Contract resulting from this solicitation shall be awarded with understanding and agreement that the awarded Vendor is or may become in the future a non-exclusive provider of services or goods. Agency reserves the right to obtain like goods and services from other sources, as needed.

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 up to five (5) years. Agency may terminate this contract for cause upon 10-day written notice (e.g., breach, non-performance) and for convenience (no cause) with a written 30-day notice.

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 231808
Houston, TX 77223-1808

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

Click here to review our Contractor Service Agreement

BakerRipley

PROPOSAL COVER STATEMENT AND NOTICE OF INTENT (FORM I)

COMPANY NAME _____

COMPANY STREET ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____ FAX NUMBER _____

CONTACT NAME_____ TITLE_____

EMAIL ADDRESS: _____ ALT. PHONE: _____

COMPANY STATUS: (check one) Corporation☐ Partnership☐ Individual / Sole Proprietor☐ LLC☐

☐ We do plan to respond. ☐ We do not plan to respond.

Reason if 'do not': _____

Mark one of the following:

☐ We wish to remain in database. ☐ We wish to be deleted from database.

Cooperatives

Is your business a member of any cooperative organization(s)? Yes☐ No☐

If yes, provide name(s) of co-op(s):

Please mark "Yes" or "No" responses below with an X. "Copies of Certification (s) Required"

Business Certifications:	WBE	DBE	SBE	PDBE	MBE	HUB	SDVSB	Other:
	Y ☐ N ☐	Y ☐ N ☐	Y ☐ N ☐	Y ☐ N ☐	Y ☐ N ☐	Y ☐ N ☐	Y ☐ N ☐	

It is agreed by the undersigned vendor that the signed delivery of this Proposal represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions. Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal Contract with Agency.

By the signature below, the signatory for the Vendor certifies that neither he/she, the firm, corporation, partnership, nor institution represented by the signatory or anyone acting for such firm, corporation, partnership or institution has violated the antitrust laws of this State, codified at 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 the same line of business, nor has the signatory or anyone acting for the firm, corporation, partnership or institution submitting a Proposal committed any other act of collusion related to the development and submission of the Proposal.

How did you hear about this RFP?

Agency ☐ Houston Chronicle ☐ Other

_____ _____ _____

Authorized Representative Signature | Authorized Representative Title | Date

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/data/forms/conflict/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 if 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 statues 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.