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.

TABLE OF CONTENTS

1. RFP Timeline
2. Agency RFP Contact Information
3. Scope of Services
4. Solicitation Instructions and Proposal Outline
5. Proposal Evaluation Procedures
6. Exhibit A – Contract Terms
7. Required Documents

    Form I Proposal Cover Statement and Notice of Intent to Submit

    Form II Disclosure of Potential Conflict of Interest

    Form III Certification Regarding a Drug-Free Workplace

    Form IV Certification Regarding Lobbying

    Form V Certification Regarding Texas Corporate Franchise Tax

    Form VI Certification Regarding State Assessment

    Form VII Certification Regarding Debarment

    Form VIII Insurance Requirements

    Form IX Contract Terms and Conditions

    Form X Financial Information

1. RFP TIMELINE

Activity	Due Date
Request for Proposal (RFP) Available to Public Posted on Website	September 29, 2026
"Mandatory" Vendors Conference	**Wednesday, October 7, 2026, at 10:00 AM (CT) email abrown@bakerripley.org to confirm your attendance by Thursday, October 1, 2026**
Vendor Questions to RFP Due	**Wednesday, October 21, 2026, by 10:00 AM (CT)**
Agency Answers to Questions Posted on Website	**October 28, 2026**
Vendor Proposals Due	**Wednesday, November 4, 2026, 10:00 AM (CT)**
Evaluations*	**November 9 – November 20, 2026**
Anticipated Contract Award Date	**Week of November 30, 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

Agency is seeking the services of a highly skilled and qualified contractor with our safety in mind to provide locksmith services to protect our assets on an as needed basis.

3. SCOPE OF SERVICES

Requirements to Bid:

1. Vendor must provide 24/7 emergency service with same day response time.
2. Vendor must be prepared to provide Medco Security Keys (MX key blank) for required Agency locations.

Contractor shall provide the following Services.

- Install, Repair, and Maintain
  - Install, repair, and maintain commercial lockable hardware, such as doors, automatic electric doors, windows, lockers, and magnetic keying systems.
  - Maintain master key system.
  - Maintain, clean, adjust, calibrate, and service equipment.
- Produce
  - Produce and/or modify hardware for locks.
  - Produce new keys; replace broken or lost keys.
  - No IC cylinders on new installs; exceptions require approval by Agency for existing key system compatibility.
- Design
  - Design master key system.
  - Design, implement, and maintain preventative maintenance programs.
  - Design, modify, and implement security and procedures in accordance with city, state, federal, and by direction of Agency.
  - Monitor work done by outside contractors for adherence to state and federal code requirements and report back to Agency's Facilities Department.
- Day to Day Operations
  - Respond to emergency calls for repairs and service within one (1) business day.
  - Assist in the writing of specifications for repairs, remodels, and new construction.
  - Maintain appropriate service and repair records.
  - Vendor must schedule all non-emergency service repairs with Facilities Management Team.
- Emergency Service Times
  - Provide 24/7 emergency service with same day response time.
  - During regular working hours emergency service response time shall be within two (2) hours after notification.
  - During hours outside regular working hours and Agency holidays emergency response time shall be within four (4) hours after notification.

- Other
  - Ability to work from plans and specifications.
  - Thorough knowledge of city, state, and federal regulations.
  - Thorough knowledge of all types of locks, fastening devices and related hardware.
  - Thorough knowledge of electrical locking and security systems and devices meeting all applicable code requirements, including those regulations pertaining to fire exits and door hardware.
  - Locksmith and/or subcontractor must keep all city, state, and federal licenses current.
  - Locksmith and/or subcontractor must keep current insurance.
  - All equipment installs must be approved by the Agency's Facilities Department.
  - Vendor must provide a secure key service format.
  - Vendor shall design and maintain lock code system.
  - All work performed should be approved and have a work order number.
  - Technicians should be reachable by mobile phone when working on Agency assignments.
  - All hardware removed from doors must be returned to Agency with work order ticket.
  - All locksmiths assigned to provide services to Agency must have a minimum of five (5) years of experience in the field.
  - All locksmiths assigned should:
    - be familiar with all types of locks and removable cores.
    - be familiar with repairing panic devices.
    - be able to repair electrical strike and door holders/door closers.
    - have access to all codes applicable to locksmith services.
    - Vendor must sign in and out with site manager.

Personnel Requirements:

- Personnel must be groomed and wear uniforms.
- The uniform must bear company's emblem and employee's name/badge.
- Personnel assigned must be able to communicate effectively with Agency to ensure assigned work is understood.

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 Attachment A - Vendor Proposal Responses and Qualifications submitted via email to the Agency RFP contact.**
    b. **One (1) electronic copy of Attachment B - Excel Bid Sheet submitted via email to the Agency RFP contact.**
    c. **One (1) PDF of the ten (10) required documents with original authorized official signature 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, 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)
    j. Financial Information (Form X)
    k. Company Brochure, if available
    l. Other attachments

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:

- ✓ Company Narrative (10)
  - Response to questions 1 – 4
- ✓ Vendor Experience & Qualifications (15)
  - Responses to questions 5 – 29
  - Any additional accompanying proposal documents
- ✓ Back-Office Administration (10)
  - Responses to questions 30 – 43
- ✓ Safety & Training (15)
  - Responses to questions 44 – 46
- ✓ Customer Service (25)
  - Responses to questions 47 – 52
- ✓ Cost Effectiveness (25)

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. 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.

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

The remainder of the page was intentionally left blank

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☐

Intent to Bid

☐ 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): _____

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 Website ☐ Houston Chronicle ☐ Houston Business Journal ☐ The Greensheet

☐ Electronic State Business Daily (ESBD) ☐ 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

_____
Print Name and Title of Authorized Representative

_____
Date

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.