



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

REQUEST FOR PROPOSAL

RFP Number:
715-13-CARC-Milk Sales

PROPOSAL MUST BE RECEIVED BEFORE:
3:00 p.m. Central Time on Thursday, March 7, 2013

MAIL PROPOSAL TO:

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

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

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

Show RFP Number, Opening Date and Time on Return Envelope

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

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

REFER INQUIRIES TO:

Lashunda Watson, CTP
 Prairie View A&M University
 Procurement & Contracts Office
 Fax: 936-261-1956
 Email: procurementsvs@pvamu.edu

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SECTION 1 INTRODUCTION

1.1 Introduction

Prairie View A&M University (PVAMU) International Goat Research Center (IGRC) invites proposals from qualified companies to purchase from the university, locally produced goat milk that may be used for human consumption. All proposals must be prepared and submitted in accordance with the information, specifications, and requirements set forth in this document.

The objective of this Request for Proposal (RFP) is to ensure a high quality buyer for PVAMU IGRC's goat milk. The contractor will be responsible for pickup of goat milk at least three times per week, while the University will perform operational efficiency and contract compliance reviews.

1.2 Scope of Proposal

The scope of the proposal is to contract with a reputable, well established buyer that will use the product in producing goods that would potentially increase the market for locally produced foods.

1.3 Contract Term

The term of the agreement shall be from date of execution and shall remain in place for one year from date of final signature with an option to renew, under the same terms, conditions and commission on a month to month basis as agreed upon by both parties.

1.4 Background/History

Prairie View A&M University is a comprehensive public institution of higher education. A part of the Texas A&M University System, it is a land-grant university authorized under the Morrill Acts of 1862 and 1890. Established in 1876, it is the second oldest institution of higher education in Texas. The main campus is located in Waller County, approximately 40 miles northwest of Houston and one mile north of Texas Highway 290 on Farm Road 1098. Prairie View A&M University College of Nursing branch facility is located at 6436 Fannin Street in the Texas Medical Center in Houston.

The University offers a broad range of academic programs through nine major divisions.

- The College of Agriculture and Human Sciences
- The College of Arts and Sciences
- The College of Business
- The College of Education
- The College of Engineering
- The College of Juvenile Justice
- The College of Nursing
- The Graduate School
- School of Architecture

The modern mission of PVAMU was redefined by the people of Texas through an amendment to the Constitution in 1984. Through that amendment, Prairie View A&M University joined the University of Texas at Austin and Texas A&M University as the only constitutionally designated "institutions of the first class"

PVAMU was designated an "1890 land-grant institution" via the Justin Morrill Land-Grant Act of 1890 for the agricultural education of Blacks in the then-segregated Southern states. It is also a "state-wide special purpose institution" providing special services to students of diverse ethnic and socio-economic backgrounds".

Prairie View A&M University is dedicated to fulfilling these missions by achieving excellence in education, research, and service. The University is committed to offering the highest quality programs and instruction for courses or degrees

in Agriculture, Arts and Sciences, Business, Education, Engineering, Engineering Technology, Architecture, Home Economics, and Nursing.

The International Goat Research Center is known as one of the largest and longest-established goat research programs in the country. IGRC specializes in research impacting genetics, reproductive physiology, nutrition and veterinary health. Research projects conducted at the Center also focus on products from goat milk to goat meat.

1.5 Definitions

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

Respondent/ Proposer / Buyer – shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Seller / PVAMU – Prairie View A&M University

RFP – Request for Proposal

SECTION 2
STATEMENT OF WORK
REQUIREMENTS & SPECIFICATIONS

2.1 Buyer Requirement's

1. Buyer will make every reasonable effort to purchase all available milk from Seller. Milk production estimated to be 3000 – 13,000 pounds per month.
2. Buyer agrees to buy all milk up to the estimated amount provided by Seller at the Buyer contracted price. Any additional milk available for purchase above the projected amount will be offered to Buyer at the same price. If Buyer does not want the additional milk, the Seller has the right to sell the surplus milk to another buyer.
3. Buyer shall provide seller with a 24 hour cancellation notice of a scheduled pickup. If such cancellation causes the milk to be unmarketable, or if Buyer fails to notify seller within 24 hours of scheduled pickup, Buyer shall pay Seller a cancellation penalty in the amount of \$75 per occurrence.
4. Milk presented for sale must meet the approval of the Buyer with respect to:
 - a) Taste and color
 - b) Bacteria Minimum standard: Milk must have a standard plate count (SPC) of less than 100,000
 - c) Somatic Cell Count (SCC): Milk must have a somatic cell of less than 1,000,000 (1,500,000) pending approval of Federal Regulation 7 part 58 subpart B (58.133)).
5. If Sellers milk test positive for antibiotics, the milk is at a temperature over 40 degrees Fahrenheit at the time of pickup, or fails to meet Buyer's approval on any of the criteria listed in Number 8 above, the Buyer will not purchase the milk supplied by the Seller on that day.
6. Buyer must have a licensed facility capable of receiving and using the expected volume of purchased milk.
7. Buyer shall pickup milk a minimum of three times per week.
8. Buyer shall acknowledge Prairie View A&M University on its label. This label must have prior written approval of PVAMU's Public Relations Office.

2.2 Seller Responsibilities

1. Goat milk will not be stored in storage bulk tanks for more than 2 days and will not be older than 4 days.
2. To determine the amount of milk picked up, Seller shall use the certified method of utilizing a bulk tank with a measuring stick that is factory calibrated and serialized to match the milk tank and conversion chart.
3. Milk shall be 100 % goat milk that is free of inhibitory substances and shall meet the standards set forth by the Texas Department of State Health Services for the production and sale of Grade A milk. Seller shall remain under state inspection from the appropriate state regulatory agency throughout the term(s) of the Agreement. Seller will provide true and correct copies of all state health inspections to Buyer upon request.
4. Seller shall permit Buyer to collect milk samples during every pickup to be used for antibiotic testing using either the SNAP or Charm Test method.

- 5. If Buyer determines that Seller presented unusable milk due to failure to meet the minimum standards set forth above, it shall be the responsibility of Seller to demonstrate to Buyer that the milk will meet quality standards prior to the next scheduled sale after product failure.

2.3 References

Proposals shall include a list of three (3) references of which the BUYER has been selling goat products to for over a period of three (3) years. Each reference shall include company name, point of contact and telephone number. Prairie View A&M University reserves the right to contact all references. A negative reference may disqualify the proposal.

Company: _____

Point of Contact: _____

E-Mail: _____

Phone Number: _____

Company: _____

Point of Contact: _____

E-Mail: _____

Phone Number: _____

Company: _____

Point of Contact: _____

E-Mail: _____

Phone Number: _____

SECTION 3**PRICING AND PAYMENT TERMS****3.1 Pricing**

Submitted proposals for the purchase of milk from PVAMU should be at a minimum cost of \$28.00/cwt.

3.2 Payment Terms

- a) For milk received within the duration of this agreement, BUYER agrees to pay SELLER at the agreed upon negotiated price. The determination of the total sale price of the milk will be made based on cwt. at the SELLER's gate.
- b) Payment shall be made at time of pickup via Check and a payment receipt will be issued.

OR

- c) SELLER shall submit sales ticket to Buyer at the time of pickup. SELLER shall issue monthly invoices to the BUYER according to sales tickets issued within the month, and all payments by the BUYER shall be made to SELLER 14 days after receipt of invoice.
- d) Payments shall be remitted to:
Prairie View A&M University
Treasury Services Department
P.O. Box 519, MS 1329
Prairie View, TX 77446

**SECTION 4
EVALUATION AND AWARD**

4.1 Evaluation Information

Prairie View A&M University will utilize an evaluation team for the evaluation of this RFP. Prairie View A&M University must be confident that the respondent’s proposal to purchase goods will satisfy the purpose described. Prairie View A&M University will evaluate and make the award on the proposal that is determined to be the best value to PVAMU based on the criteria listed below.

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

Prairie View A&M University reserves the right to reject any and all proposals.

4.2 Evaluation Criteria and Weights

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

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

The evaluation will be based on the following system:

4.3 Award

Prairie View A&M University intends to enter into an agreement with the successful Proposer based on the RFP requirements and response for the term of the agreement as stated in Section 1.3.

Price (includes purchase price)	35
Company Financial Sustainability	25
Company Experience (includes company profile)	20
History (includes references)	10
Demonstration/Presentation (RFP responsiveness)	10
<u>Total</u>	<u>100</u>

SECTION 5 GENERAL INFORMATION

5.1 Submittal Deadline and Location

Prairie View A&M University must receive all proposals no later than 3:00 p.m. Central Time Thursday, March 7, 2013, in a sealed envelope or box marked "715-13-CARC-Milk Sales."

5.1.1 Proposals are to be submitted to:

U. S. POSTAL SERVICE:

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

HAND DELIVER AND/OR EXPRESS MAIL TO:

Prairie View A&M University
Procurement & Contracts Office
L.W. Minor Street, W.R. Banks Bldg. #149
Prairie View, TX 77446-0519

5.1.2 Proposals to be typed on 8 ½ x 11-inch paper with all pages numbered sequentially and stapled or bound together.

5.1.3 Late offers properly identified will be returned to Respondent unopened. Late offers will not be considered under any circumstances.

5.2 Submittal Instructions

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

5.2.2 **Three hard copy originals** of the complete proposal response are required. Proposal package (box/carton) must indicate on the lower left-hand corner the submitter's company name, the proposal opening date, and RFP number.

5.3 Proposal Components

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

- 5.3.1 **Signed** Execution of Offer (Section 8)
- 5.3.2 Respondent's Questionnaire (Section 9)
- 5.3.3 Pricing (Section 3)
- 5.3.4 Technical Proposal (Section 2.4)

Three hard copy originals of the complete proposal response are required.

5.4 Prairie View A&M University Contact

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

Lashunda Watson, CTP
Prairie View A&M University
Procurement & Contracts Office
Fax : 936-261-1956
Email: procurementsvs@pvamu.edu

Prairie View A&M University specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual.

5.5 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and mailed and or faxed to all parties recorded by Prairie View A&M University as having received a copy of the RFP. All such addenda issued by Prairie View A&M University prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those Prairie View A&M University replies to inquiries that are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

5.6 Open Records

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

Respondents are hereby notified that Prairie View A&M University strictly adheres to all Statutes, court decisions and the opinions of the Texas Attorney General regarding the disclosure of RFP information.

5.7 Terms and Conditions

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

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

SECTION 6 GENERAL TERMS AND CONDITIONS

6.1 General

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

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

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

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

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

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

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

Questions shall be directed to Prairie View A&M University official identified in Section 5.4 of this Request for Proposal.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of Prairie View A&M University.

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

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

6.2 Time of Performance

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

6.3 Default

In the event that the Buyer fails to carry out or comply with any of the terms and conditions of the agreement with Prairie View A&M University, Prairie View A&M University may notify the Buyer of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Buyer fails to remedy such failure or default within the ten (10) day period, Prairie View A&M University shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Buyer from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement and such cancellation by Prairie View A&M University shall not limit any other right or remedy available to Prairie View A&M University in law or in equity.

6.4 Termination

- 6.4.1 For Convenience: The agreement may be terminated, without penalty, by Prairie View A&M University without cause by giving thirty (30) days written notice of such termination to the Buyer.
- 6.4.2 Upon award, the agreement is subject to termination, without penalty, either in whole or in part, if funds are not appropriated.
- 6.4.3 The policy shall provide for termination by the carrier only upon presentation of a written sixty- (60) day notice prior to termination.
- 6.4.4 In no event shall such termination by Prairie View A&M University as provided for under this Section give rise to any liability on the part of Prairie View A&M University including, but not limited to, claims of Buyer for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Prairie View A&M University's sole obligation hereunder is to provide the goods as stated in this agreement received prior to the date of termination.

6.5 Agreement Amendments

No modification or amendment to the agreement shall become valid unless agreed to by Procurement & Contracts Office in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the PVAMU Procurement & Contracts Office for prior review and approval. Only the Senior Vice President for Business Affairs, Dr. Corey Bradford or his designee will be authorized to sign changes or amendments.

6.6 Independent Contractor Status

Buyer agrees that neither Buyer nor its employees and agents have an employer-employee relationship with Seller.

6.7 Non-Disclosure

Seller and Buyer acknowledge that they or their employees may, in the performance of the resultant agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Seller or Buyer unless required by law.

6.8 Publicity

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

6.9 Severability

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

6.10 Non-Waiver of Defaults

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

6.11 Governing Law

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

SECTION 7 CONTRACTUAL REQUIREMENTS

7.1 Texas Public Information Act

All information, documentation and other material submitted by Buyer under this proposal is subject to public disclosure under the Texas Open Records Act (Texas Government Code, Chapter 552). Buyer is hereby notified that Prairie View A&M University strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General. Buyer shall be deemed to have knowledge of this law and how to protect the legitimate interests of the contractor.

7.2 Indemnification

Buyer agrees to indemnify and hold the State of Texas, the Board of Regents and Prairie View A&M University, its officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (including attorney's fees) for claims resulting from the acts or omissions of Seller or the acts or omissions of others under Seller's supervision and control.

7.3 Alternative Dispute Resolution

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by UNIVERSITY and CONTRACTOR to attempt to resolve any claim for breach of contract made by CONTRACTOR that cannot be resolved in the ordinary course of business. CONTRACTOR shall submit written notice of a claim of breach of contract under this Chapter to the Director of Procurement and Contracts of the UNIVERSITY, who shall examine CONTRACTOR'S claim and any counterclaim and negotiate with CONTRACTOR in an effort to resolve the claim.

- (a) Buyer's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, Buyer shall submit written notice, as required by subchapter B, to Ms. Kay Peavy, Director of Procurement, Contracts and Reconciliation. Said notice shall also be given to all other representatives of Prairie View A&M University and Buyer otherwise entitled to notice under the parties' contact. Compliance by Buyer with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
 - (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Buyer's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Prairie View A&M University if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
 - (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Prairie View A&M University nor any conduct of any representative of Prairie View A&M University hereafter shall be considered a waiver of sovereign immunity to suit.
1. The submission, processing and resolution of CONTRACTOR'S claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the *Texas Administrative Code*.
 2. Neither the non-occurrence nor occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by CONTRACTOR, in whole or in part.
 3. The designated individual responsible on behalf of Prairie View A&M University for examining any claim or counterclaim and conducting any negotiations related thereto, as required under §2260.052 of the Texas Government Code shall be Ms. Kay Peavy, Director of Procurement, Contracts and Reconciliation.

SECTION 8

EXECUTION OF OFFER

715-13-CARC-Milk Sales

DATE: _____

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

8.1 Proposer Affirmation

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

- 8.1.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- 8.1.2 The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 8.1.3 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 8.1.4 Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 8.1.5 The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.
- 8.1.6 The proposer shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of proposer or any agent, employee, subcontractor, or proposer of proposer in the execution or performance of this purchase order.
- 8.1.7 Proposer certifies that they are in compliance with section 618.003 of the Government Code, relating to contracting with executive head of a State agency. If section 618.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

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

8.2 Texas Family Code Section 231.006

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

- 8.2.1 A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - 8.2.1.1 Receive payments from state funds under a contract to provide property, materials, or services: or
 - 8.2.1.2 Receive a state-funded grant or loan.
- 8.2.2 A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - 8.2.2.1 All arrearages have been paid; or
 - 8.2.2.2 The obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 8.2.3 Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the GSC Centralized Master Proposers List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
- 8.2.4 “Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
- 8.2.5 If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 8.2.6 If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney’s fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

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

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

This offer consists of pages number (1) through _____

Payee Identification Number (PIN): _____

Sole Owner should also enter social security No.: _____

Proposer/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

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

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

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

SECTION 9

RESPONDENT'S QUESTIONNAIRE

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

9.1 Company Profile

9.1.1 Number of Years in Business: _____

Type of Operation: Individual____ Partnership____ Corporation____ Government____

Number of Employees: _____(company wide)

Number of Employees: _____(servicing location)

Annual Sales Volume: _____(company wide)

Annual Sales Volume: _____(servicing location)

9.1.2 State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by Prairie View A&M University.

9.1.3 Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

9.1.4 Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with Prairie View A&M University.

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

Attachment A

**PRAIRIE VIEW A&M UNIVERSITY
PROCUREMENT SERVICES**

NON-COLLUSION STATEMENT

BID # : _____ Date : _____

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

Vendor: _____

Address: _____

Phone: _____

Fax Number: _____

Bidder/Company Official (signature): _____

Bidder/Company Official (print name): _____

Title: _____

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