



Texas Southmost College

TRADITION • INNOVATION • OPPORTUNITY

# INVITATION to BID

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“Cardio Fitness Equipment”

TSC BID 17-08

**Submission Date:  
December 15, 2016**

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## **SEALED BIDS**

December 2016

### **SECTION 1 – GENERAL REQUIREMENTS**

1.1 **GENERAL:** Texas Southmost College (“TSC”/”College”) is soliciting bids (“Proposals”) from qualified vendors (“Respondents”) to provide Cardio Fitness equipment, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals. This Invitation to Bid (“BID”) provides Respondents with the information necessary to prepare and submit Proposals for consideration by the College.

1.2 **COLLEGE’S BACKGROUND:** TSC was initially created in 1926 as The Junior College of the Lower Rio Grande Valley. In 1931, the college name was changed to the Brownsville Junior College and then to TSC in 1949. The main campus is located in Brownsville, Texas and occupies the site of old Fort Brown, a National Historic Site with buildings dating from the 1850’s.

In 1973, TSC offered space on its campus to establish a four-year extension program in Brownsville with Pan American University (now the University of Texas of the Rio Grande Valley in Edinburg, Texas). On September 1, 1991, TSC and The University of Texas-Pan American at Brownsville combined their educational functions with The University of Texas at Brownsville (“UTB”). This entity was created as an upper-division university by the Texas Legislature in May 1991 and was authorized to enter into a partnership agreement with TSC. This resulted in the creation of The UTB/TSC Partnership.

On November 10, 2010, the Board of Regents of the University of Texas System (UTS) voted to terminate the Partnership Agreement. In February 2011, the TSC Board of Trustees approved a motion, whereby TSC would become an autonomous institution and efforts began to develop a model and create legislation.

The Texas Legislature approved legislation to provide for the dissolution of the existing partnership agreement, ending on or before August 31, 2015, to the extent necessary to ensure accreditation.

TSC started classes in August 2013 and developed independent operations for services to the campus. Accreditation from the Southern Association of Colleges and Schools (SACS) was obtained in January 2016.

1.3 **INQUIRIES AND INTERPRETATIONS:**

1.3.1 Responses to inquiries which directly affect an interpretation or change to this Invitation to Bid will be issued in writing by the College as an addendum and faxed or mailed to all parties recorded by the College as having received a copy of the Invitation to Bid. All such addenda issued by the College prior to the time

that proposals are received shall be considered part of the Invitation to Bid, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its Proposals.

- 1.3.2 Only those inquiries the College replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All Addendums, if any, can be obtained:

<http://tsc.edu/index.php/about/purchasingqx/vendor-information.html>

Bidders are responsible to obtain any addendums issued prior to the deadline from this website.

- 1.4 **SUBMITTAL DEADLINE:** College will accept Proposals until Thursday, December 15, 2016 at 2:00 p.m. local time. Proposals in print format shall be submitted to the TSC Purchasing Office located at Tandy 110; 80 Fort Brown; Brownsville, Texas 78520 in attention to Ms. Patricia G. Saldivar, Coordinator of Purchasing. Subsequently, proposals will be read aloud in Tandy 109 Conference Room of the Fort Brown Campus at 3:45 p.m. local time.

- 1.5 **OPEN RECORDS:** TSC considers all information, documentation and other materials 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). Notwithstanding the foregoing, disclosure of information related to this solicitation shall be made only after a contract is award.

- 1.6 **SUBMISSION OF PROPOSALS:**

- 1.6.1 Submit three (3) copies of the Proposal in print format and one (1) copy of the Proposal in electronic format, including any supplemental material referenced within the Proposal. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy (print format) original Bid.

- 1.6.2 Proposal(s) must be received on or before the time and date specified above to the point-of-contact identified below. College delivery hours are from Monday thru Friday from 8:00 a.m. to 5:00 p.m. except during holidays and other College closures.

- 1.6.3 Late Proposals will be returned to the Respondent unopened.

- 1.6.4 The College will not accept Proposals delivered by telephone, email or facsimile (fax).

- 1.6.5 Submittals properly received will not be returned to Respondents.

- 1.7 SUBMITTAL DOCUMENTS: The following documents, at minimum, must be filled out, signed by an authorized representative, and returned as part of the proposal submittal:

Exhibit A – PRICING PROPOSAL FORM

Exhibit B – ANTI-COLLUSION CERTIFICATION

Exhibit F – CONFLICT OF INTEREST QUESTIONNAIRE

- 1.8 POINT-OF-CONTACT:

1.8.1 The College requires that Respondents restrict all contact and questions regarding this Invitation to Bid to the individual named below.

1.8.2 Any questions or concerns regarding this solicitation including terms and conditions, submission requirements, technical requirements and contract award shall be directed in writing to:

Patricia G Saldivar  
Purchasing Office  
Texas Southmost College  
Tandy 110  
80 Fort Brown  
Brownsville, Texas 78520  
Phone: 956-295-3423  
Fax: 956-295-3408  
[patricia.saldivar@tsc.edu](mailto:patricia.saldivar@tsc.edu)

1.8.3 It is TSC's intent to respond to all appropriate questions and concerns; however, TSC reserves the right to decline to respond to any question or concern.

- 1.9 CONSIDERATION OF PROPOSALS:

1.9.1 All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the Invitation to Bid, TSC alone will determine whether it is a candidate for further consideration.

1.9.2 Pursuant to Texas Education Code Chapter 44, Subchapter B, a College District shall award a competitively bid contract at the bid amount to the bidder offering the best value for the College. In determining the best value, the College is not restricted to considering price alone but may consider any other factors stated in the selection criteria. All properly submitted Proposals will be reviewed in consideration to the following selection criteria factors in determining to whom to award a contract:

- (1) The purchase price;
- (2) The reputation of the vendor and of the vendor's goods or services;

- (3) The quality of the vendor's goods or services;
- (4) The extent to which the goods or services meet the College's needs;
- (5) The vendor's past relationship with the College;
- (6) The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses. TSC encourages minority and female-owned small businesses to bid for contracts and open market purchases and to assist those businesses in that bidding.
- (7) The total long-term cost to the College to acquire the vendor's goods or services;
- (8) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.
- (9) Any other relevant factor specifically listed in this invitation to bid.

1.10 CONTRACT AWARD PROCESS:

- 1.10.1 By submitting a Proposal in response to this Invitation to Bid, the Respondent(s) accepts the "Competitive Bidding" method selection process and acknowledges and accepts that determination of the "Best Value" Respondent (s) will require subjective judgments by TSC.
- 1.10.2 If the College awards a contract, it will award the contract to the Respondent(s) whose Proposal (s) is considered to be the most advantageous to College and is determined to be the best qualified based on evaluation results. However, the TSC Board of Trustees will have the final determination to award a contract.
- 1.10.3 TSC reserves the right to consider any Proposal "non-responsive" if the fees are determined to be unreasonable or irresponsible in relation to the other submitted Proposals.
- 1.10.4 Proposer (s) will be notified of any decision made after a contract is approved and awarded by the TSC Board of Trustees.

1.11 RESERVATION OF RIGHTS:

- 1.11.1 TSC reserves the right to award one or multiple Proposals, reject any and all Proposals and re-solicit for new Proposals, or to temporarily or permanently abandon the Project.
- 1.11.2 TSC makes no representations, written or oral, that it will enter into any form of agreement with any respondent(s) to this Invitation to Bid for any project and no such representation is intended or should be construed by the issuance of this solicitation.

1.12 **BID PROPOSAL REQUIREMENTS:** Please provide a response to the each of the following sections:

1.12.1 **Ability to provide equipment:** Provide color images (photographic reproductions) of proposed equipment and other information such as specifications, manufacturer's data sheet, etc.

1.12.2 **Delivery:** Provide estimated equipment lead-time in Attachment A (Pricing Sheet).

1.12.3 **Warranty:** Warranty start date shall be effective the day the unit is placed into services. Instructions shall be included with the equipment at the time of delivery. Include a copy of the equipment warranty documents, or explain. The following service information for warranty must be provided:

Warranty Provider Name: \_\_\_\_\_

Point of Contact: \_\_\_\_\_

Warranty Location: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

1.12.4 **Inspection, Testing and Acceptance:** The unit will be inspected by TSC designee at the time of delivery. Payment will be processed once unit has been tested and accepted. Please confirm acceptance.

1.12.15 Is the insurer a Historically Underutilized Business (HUB) vendor certified by the State of Texas? Y\_\_\_N\_\_\_ and/or, a Minority and female owned business? Y\_\_\_N\_\_\_. If yes, %\_\_\_\_\_ of ownership.

## SECTION 2 – FORMAT:

2.1 **PAGE SIZE, BINDING, DIVIDERS, and TABS:** Submittals should be on letter-size (8-1/2"x11") paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS. Preprinted material should be referenced in the submittal and included as labeled attachments. Each part of the Proposal should be separated by use of a divider sheet with an integral tab for ready reference. Tabs should be identified in accordance with the parts under Section 2.3 – Bid Proposals Requirements and other documents listed in the submission checklist.

2.2 **TABLE OF CONTENTS:** All submittals should include a Table of Contents for the Proposal and page numbers for each part of the Proposal as well as any separate attachments. Supplementary information not required by Section 2.3 – Bid Proposal Requirements should be clearly identified in the Table of Contents and provided as a separate part.

**SECTION 3 – GENERAL TERMS AND CONDITIONS:** These General Terms and Conditions shall be made a part of and govern any Purchase Order and/or contract resulting from this Invitation to Bid.

**3.1 TITLE AND RISK OF LOSS:** The title and risk of loss for goods delivered under this contract, if any, shall not pass to TSC until it actually receives, takes possession and accepts the goods at the point or points of delivery.

**3.2 ACCEPTANCE OF PRODUCTS AND SERVICES:** All products furnished and/or services performed under this Contract shall be to the satisfaction of TSC and in accordance with the specifications, terms, and conditions of the Contract. TSC reserves the right to inspect the products furnished and/or the services performed, and to determine the quality, acceptability, and fitness of such products and/or services. If TSC is unable to inspect all goods immediately upon receipt, it shall not be deemed to have accepted any defective goods that do not conform to specifications of the contract, or to have waived any of its rights arising by virtue of such defect or non-conformance.

**3.3 INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless TSC, its officers, employees, and agents harmless from and against all claims of any nature or kind arising out of or caused from the performance of services, or provision of goods, by the Contractor pursuant to this contract, which are caused, in whole or in part, by any negligent act or omission of the contractor.

**3.4 COMPLIANCE WITH LAW:** Contractor is aware of and in full compliance with its obligations under existing applicable law and regulations, including the Immigration Reform and Control Act of 1986, Title VI of the Civil Rights Act of 1964 (as amended), the Age Discrimination Act of 1975, the Fair Labor Standards Act (as amended), the Americans with Disabilities Act of 1990, and all other applicable laws and regulations.

**3.5 PAYMENTS:** Payment for services/goods will be made after acceptable performance of services and/or receipt of items in good condition and after receipt of a valid invoice. Payment shall be in accordance with the State of Texas Prompt Payment Act, Chapter 225 of the Government Code.

**3.6 CONTRACT AMENDMENTS:** The Contract may be amended within the Contract period by mutual consent of the parties. No modification or amendment to the Contract shall become valid unless in writing and signed by both parties.

**3.7 INDEPENDENT CONTRACTOR STATUS:** Contractor agrees that it is engaged as an independent contractor and acknowledges that TSC will have no responsibility to provide benefits normally associated with an employer-employee relationship. Contractor agrees that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TSC.

**3.8 NON-DISCLOSURE:** Contractor and TSC acknowledge that they or their employees may, in the performance of this contract, 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 directly or indirectly affiliated with Contractor or TSC, unless required by law.

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

3.10 SEVERABILITY: If any provision of this Contract, or the application of any provision to any party or circumstance is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

3.11 FORCE MAJEURE: If either TSC or Contractor is delayed at any time in the performance of its obligations under this contract by economic industry-wide strikes, fire, floods, acts of government, unavoidable casualties, or other causes reasonably beyond the control of either party and which could not have been reasonably anticipated, then the party affected by such an event shall give notice to the other party of the probable extent to which the affected party will be unable to perform or be delayed in performing its obligations hereunder. If the performance of either party is delayed or prevented by such an event, both parties shall be excused from performing their obligations hereunder while and to the extent the conditions arising from the event exist, after which the parties' performance shall be resumed. A delay or failure in performance by either party under this paragraph shall not constitute default hereunder, or give rise to any claim for damages.

3.12 GOVERNING LAW: This contract will be governed and construed according to the laws of the State of Texas. Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas.

3.13 ASSIGNMENT: The contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TSC.

3.14 INSURANCE: Contractor shall obtain and keep in effect during the term of this contract, insurance coverage in the below listed types and amounts. As evidence of insurance coverage, Contractor shall furnish to TSC certificate(s) of insurance before commencement of any work under this contract.

TYPE OF COVERAGE	LIMITS
A. Worker's Compensation	Statutory
B. Comprehensive General Liability	\$1,000,000 Ea. occurrence \$2,000,000 aggregate
C. Automobile Liability(owned/leased, non-owned, and hired)	

- |                     |  |
|---------------------|--|
| (1) Bodily Injury   | \$1,000,000 Ea. Person<br>\$1,000,000 Ea. Occurrence |
| (2) Property Damage | \$1,000,000 Ea. Occurrence                           |

### 3.15 MINIMUM WAGE

TSC requires that all employees of prime and subcontractors who bid for, and perform contractual work for TSC receive a living wage consistent with human dignity and the needs of life. TSC policy requires that the contractor pay all employees' wages at least **\$8.50** per hour as per Resolution in Support of a Living Wage Requirement for Those Employed By, and Those Doing Business With, TSC. Resolution passed by the Board of Trustees on September 30, 2009.

# EXHIBITS

Exhibit A

PRICING PROPOSAL FORM

To: Patricia G. Saldivar  
Coordinator of Purchasing  
Texas Southmost College  
Tandy 109  
80 Fort Brown St.  
Brownsville, Texas 78520

Note: Mark outside of envelope,

Proposal For: **“Cardio Fitness Equipment”**

I have received Addenda No. (s) \_\_\_\_\_, and I have included their provisions in my bid. I have examined both the documents and the site (if applicable).

In submitting this bid, I agree:

1. To hold price open for a period of ninety (90) days after the Proposal Opening date.
2. To enter into and execute a Contract with the Texas Southmost College, if awarded on the basis of the Proposal, and to furnish Bonds if required, in accordance with the owner's requirements and instructions.
3. To accomplish the work in accordance with the Statement of Work, Description of Services and other terms provided.

**Equipment Specifications:**

1. Cross-Trainer Discover SI Domestic – Silver Base/10in Console Wireless
2. Recumbent Bike Discover SI Domestic – Silver Base/10in Console Wirelless/Handlebars with Contact HR
3. Treadmill Discover SI Domestic – Silver Base/10in Console Wireless
4. Upright Bike Discover SI Domestic – Silver Base/10in Console Wireless
5. Insignia Series Leg Curl – Platinum Clear Frame/Royal Blue Uph/English/T-LB Weight Stack/Standard Full Shroud/S Trim
6. Minimum Warranty required, if different please specify: Frame: 7yr limited; Motor: 7yr limited; Electrical Components: 2yr; Labor: 1yr

Having carefully examined the statement of work, description of services, product description and/or other requirements of this Invitation to Bid and any attachments thereto, the undersigned process to provide services as required will be priced as listed below.

Equal products: This Invitation for Bid contains brand name specifications, a potential Respondent can review the specifications for a product substitution and can provide a competitive edge by basing on an equal product of the same characteristics and functionality. Equal products are accepted upon review and approval of TSC staff. Substitute product information should be provided.

Item	Description	Qty	Unit	Unit Price	Total
1	95XI Elliptical Cross Trainer	6	Each	\$	\$
2	Console Combo 10in ATSC Wireless	6	Each	\$	\$
3	95RI Recumbent Bike	4	Each	\$	\$
4	Console Combo 10in ATSC wireless	4	Each	\$	\$
5	95TI Threadmill	6	Each	\$	\$
6	Console Combo 10in ATSC wireless	6	Each	\$	\$
7	95 CI Upright Bike	4	Each	\$	\$
8	Console Combo 10in ATSC wireless	4	Each	\$	\$
9	SS-LC Insignia Leg Curl	1	Each	\$	\$
10	Shipping	1	Each	\$	\$
TOTAL				\$	\$
11	Optional Maintenance	1		\$	\$
12	Optional Training	1		\$	\$

#### ACKNOWLEDGEMENT OF ADDENDA

Respondent acknowledges receipt of the following addenda to the captioned IFB (initial if applicable):

Failure to properly acknowledge addenda may result in disqualification.

Addendum # \_\_\_\_\_ Initials: \_\_\_\_\_  
 Addendum # \_\_\_\_\_ Initials: \_\_\_\_\_  
 Addendum # \_\_\_\_\_ Initials: \_\_\_\_\_

In submitting this proposal, I certify that \_\_\_\_\_ (Name of Individual/Firm) has not been found guilty in a judicial or state administrative insurer proceeding for unfair business practices within the year preceding the date of this statement.

I further certify that I, or any officer of \_\_\_\_\_ (name of individual/firm), has not served within the past years as an officer of another company which has been found guilty in a judicial or state administrative insurer proceeding of unfair business practice.

Respectfully submitted,

\_\_\_\_\_  
By: Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email address

Exhibit B

ANTI-COLLUSION CERTIFICATION

By submission of this proposal, the Proposer certifies that:

1. This proposal has been independently arrived at without collusion with any other Proposer or with any competitor;
2. This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other proposer competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal;
4. The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the proposer as well as to the person signing in its behalf.

\_\_\_\_\_  
By: Signature and Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

## Exhibit C

### BID TERMS AND CONDITIONS

#### 1. BID REQUIREMENTS:

- 1.1 Bid proposal must be properly identified with a Bid Invitation No. and Opening Date. Bids must be time-stamped at Texas Southmost College, 80 Fort Brown St., Brownsville, TX 78520 on or before opening date and time shown on other side of this form. Late bids will not be considered.
- 1.2 Bids should be quoted F.O.B. Destination. If otherwise, bidder will show exact cost to deliver. Bid unit price on the quantity specified, extend and show total. In case of errors, unit prices shall govern. Bid prices will be considered firm for acceptance within 90 days after the bid opening date unless otherwise specified. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Bidder will list and deduct all trade discounts, educational discounts, and other discounts, not based on early payment from the bidder's prices quoted.
- 1.3 College is exempt from State Sales Tax and Federal Excise Tax. Do not include in bid. Tax Exemption Certificate furnished upon request.
- 1.4 College reserves the right to accept or reject all or part of any bid, waive any formalities or technical inconsistencies, delete any requirement or specification from this invitation, or terminate this solicitation when deemed to be in College's best interest.
- 1.5 Facsimile bids, telephone bids and/or email bids are not acceptable in response to this invitation.
- 1.6 Bidder hereby assigns to College any and all claims for overcharges associated with any resulting contract arising under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973) and the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, at seq. (1967).
- 1.7 The Vendor ID number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If the Vendor ID number is not known, enter bidder's Federal Employer's Identification Number, or Social Security Number if a sole owner. (Disclosure of SSN, if applicable, is mandatory pursuant to Section 231.005, Texas Family Code, and will be used in determining whether any person having 25% or greater ownership interest in the bidder company is more than 30 days delinquent in paying child support.)
- 1.8 In case of tie bids, any award will be made pursuant to Texas Bldg. & Procurement Comm. Rule 1; T.A.C. Section 113.6 (b)(3)(8) (preferences).
- 1.9 Bidder shall not assign any resulting contractor Purchase Order without prior written approval from the College.
- 1.10 Substitutions will not be allowed after a proposal has been submitted for consideration.
- 1.11 Each sealed bid shall constitute an offer to the Board of Trustees, as outlined therein, and shall be irrevocable after the time announced for the opening thereof. TSC reserves the right to reject any and all bids and to waive informalities in bids and to resolve ambiguities in the District's favor.
- 1.12 Public Works only: Each proposal shall include a cashier's check or certified check, or acceptable bidder's bond payable to the Owner in the amount of not less than **5%** of the largest total of the bid submitted.
- 1.13 Public Works only: A **payment bond in the amount of 100%** of the full contract amount will be required on all contracts over \$25,000.
- 1.14 Public Works only: A **payment performance bond in the amount of 100%** of the full contract amount will be required on all contracts over \$100,000. If the bidder fails to execute the contract and provide satisfactory payment and performance bonds and insurance certificates within ten (10) days of the day on which bidder is notified that said proposal was accepted or Notice to Proceed is issued, the bid security shall be forfeited to TSC.

#### 1. SPECIFICATIONS



- 1.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference used in this Invitation is descriptive (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the bid. If bidder does not identify exceptions to the specifications shown in this Invitation, bidder will be required to furnish brand names, numbers, etc., as shown in the Invitation.
- 1.2 All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in this Invitation. Verbal agreements to the contrary will not be recognized.
- 1.3 Bidder warrants fault free performance in the processing of date and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on this Invitation. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

## **2. DELIVERY**

- 2.1 Bid should show the number of days required to deliver items to College's designated location under normal conditions. Unrealistically short or long delivery promises may cause bid to be disregarded. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days.
- 2.2 The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS, and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.
- 2.3 Deliveries are accepted from Monday thru Friday from 8:00 a.m. to 5:00 p.m.

## **3. BIDDER AFFIRMATION: BY SIGNATURE HEREON**

- 3.1 Bidder affirms that it has not given or offered to give, and does not intend 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 bid. Failure to sign the bid may, and signing it with a false statement shall, void the submitted bid or any resulting contract and bidder will be removed from all bid lists.
- 3.2 Bidder affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the bidder and the College which could be construed as a conflict of interest.
- 3.3 Bidder certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code. Bidder acknowledges that making a false statement as to its corporate tax status is a material breach of any resulting contract.
- 3.4 Bidder certifies that neither the bidder nor any firm, corporation, partnership or institution represented by bidder, or anyone acting for any such entity, 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, or communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 3.5 Bidder has not received compensation for participation in the preparation of the specifications for this Invitation to Bid.
- 3.6 Under Section 2155.004, Texas Government Code (re: collecting state and local sales and use taxes) bidder certifies that the individual or entity named in its bid is not ineligible to receive the specified contract, which may be terminated and/or payment withheld if certification is inaccurate.
- 3.7 Bidder agrees that any payments due under any resulting contract will be applied towards any debt, including but not limited to delinquent taxes and child support' that is owed to the State of Texas.
- 3.8 Bidder certifies, if awarded a contract, that bidder shall defend, indemnify, and hold harmless the Board of Trustees of Texas Southmost College, and all of their respective officers, agents and

employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of bidder, or any agent, employee, subcontractor or supplier of bidder in the execution or performance of the contract.

## Exhibit D

### PURCHASE ORDER TERMS AND CONDITIONS

1. Except when issued to carry out a written agreement signed by Vendor and TSC, these Terms and Conditions constitute the entire agreement for the sale and purchase of the goods and/or services covered by this Purchase Order.
2. By acceptance of this Purchase Order, Vendor affirms that it has not given or offered to give, and does not intend 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 this Purchase Order. In addition, Vendor affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the bidder and the College which could be construed as a conflict of interest
3. The Vendor certifies that neither the Vendor nor any firm, corporation, partnership or institution represented by Vendor, or anyone acting for any such entity, 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.
4. The Vendor agrees to protect, indemnify and hold harmless TSC from and against any claim, damage or liability arising out of or in connection with this Purchase Order, except to the extent that it is directly due to the negligent acts or omissions of any of the officers, employees or agents of TSC.
5. The Vendor certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code
6. The Vendor warrants that it will comply with all federal, State of Texas, and local laws and ordinances and regulations as applicable to its performance under this Purchase Order, including, without limitation, the Fair Labor Standards Act of 1938 as amended, the Equal Employment Opportunity clauses prescribed by Executive Order 11246, as amended by Executive Order 11375, the Contract Work Hours and Safety Standards Act, the Americans with Disabilities Act of 1990 and Title VI of the Civil Rights Act of 1964 as amended.
7. The Vendor certifies that Public Liability Property Damage and Worker's Compensation Insurance will be carried for all personnel making deliveries to or performing services at College's premises.

#### **SPECIFICATIONS**

8. The Vendor warrants that the goods and/or services supplied to TSC will conform to the specifications, drawings or other referenced description upon which this Purchase Order is based. In the event of a conflict between the specifications, drawings and description, the specifications should govern.
9. All products shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated. Verbal agreements to the contrary will not be recognized.
10. The Vendor warrants fault free performance in the processing of date and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on the Purchase Order. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

#### **DELIVERY**

11. F.O.B Destination Freight prepaid unless delivery terms are specified otherwise in the quote/bid.
12. Deliveries are accepted from Monday thru Friday from 8:00 a.m. to 5:00 p.m. except during Holidays.

13. The place for delivery should be that set forth in the block of the Purchase Order entitled "Shipping Address".

14. Unless otherwise stated in this Purchase Order, title and risk of loss to the goods shall remain with the Vendor until the goods are delivered at the point or points specified in the Purchase Order.

15. The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS, and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.

#### **PACKING AND RECEIVING**

16. The Purchase Order number must appear on all invoices, packages, statements, and delivery tickets.

17. Vendor shall be responsible for industry standard packaging, which conforms to requirements of carrier tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination, address and Purchase Order number.

#### **INSPECTION**

18. Unless otherwise specified in this Purchase Order, the goods shall be new and unused. Vendor warrants that it will deliver to TSC title to the goods free of all security interests, liens, charges, restrictions or encumbrances of any kind, nature or description and that the goods shall be free from defects in material and/or workmanship.

19. TSC shall have the right to inspect any and all goods upon receipt. TSC, by reason of its election to not inspect any goods immediately upon receipt, shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications herein, or to have waived any of its rights or remedies arising by virtue of such defect or non-conformance.

#### **INVOICING AND PAYMENT**

20. College is exempt from State Sales Tax and Federal Excise Tax. Do not include in invoice. Tax Exemption Certificate furnished upon request.

21. Payment by TSC for goods and/or services provided by Vendor under this Purchase Order shall be subject to the provisions of Texas Government Code, Chapter 2251.

22. TSC shall tender payment within 30 days upon receipt of invoice. Invoices should be prepared and delivered after acceptance of goods and/or completion of services.

23. Price(s) quoted by Vendor's representative(s) shall not be changed after receipt of Purchase Order. For this purpose, such order shall be deemed to have been received on the date it is mailed or transmitted by electronic means such as electronic mail or facsimile.

24. Invoices should be submitted to the TSC authorized Accounts Payable representative as stated in the block of the Purchase Order entitled "Billing Address".

#### **MODIFICATION AND CANCELLATION**

25. Changes or substitutions in merchandise order will not be permitted, unless expressly assented to in writing. No modification of this Purchase Order shall be binding unless TSC agrees to the modification in writing.

**26.** TSC reserves the right to cancel this Purchase Order at any time upon written notice hereof.

**27.** However, this Purchase Order will automatically terminate upon occurrence of the following conditions unless specified in writing: a) incomplete order, where not all merchandise is received by TSC according to the specified delivery date; or b) outstanding orders that are not received on or before the end of the College's fiscal year (August 31<sup>st</sup>).

**GOVERNING LAW**

**28.** This Purchase Order shall be governed by the laws of the State of Texas and suits pertaining to this Purchase Order may be brought only in the courts of the State of Texas, with venue in Brownsville, Texas.

## Exhibit E

Texas Southmost College is required to comply with TEX. LOCAL GOV'T CODE, Chapter 176, *Disclosure of Certain Relationships with Local Government Officers*. Any company that does business with ASC must fill out a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists.

In no conflict of interest exist, please state "NONE" in section one, sign and submit.

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>
<b>1</b> Name of person who has a business relationship with local governmental entity.		Date Received
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
<b>3</b> Name of local government officer with whom filer has employment or business relationship.		
<div style="text-align: center;">_____ Name of Officer</div> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<b>4</b>		
_____ Signature of person doing business with the governmental entity		_____ Date

Adopted 06/29/2007

Exhibit F

CAMPUS MAP



BUILDINGS			
Fort Brown Memorial Center	1	M1 Building	23
TSC Arts Center	2	Cortez Hall	24
Commandant's Quarters	3	Rustenberg Hall	25
Champion Hall	4	Smith Amphitheater	26
Grogan Hall	5	Bookstore	27
Old Morgue	6	Cavalry Hall	28
Commissary Building	7	Science Engineering and Technology (SETB)	29
Commissary Annex	8	SETB M0	30
Regiment House	9	SETB Lecture Hall	31
Olivette Student Services Center	10	Recreation Education and Kinesiology	32
Tandy Hall	11	Scorpion Field	33
Lightner Center	12	Fort Brown Memorial Golf Course	34
Music Building	13	Physical Plant and Central Receiving	35
Old Education Building	14	Riverside II Building	36
Newman Center	15	REK Center Field	37
Eldman Hall	16	American Legion Building	38
Garza Gymnasium	17	Center for Early Childhood Center	39
Gymnasium Annex	18	Old M4 League Building	40
South Hall	19	Armory Building	41
North Hall	20	Thermal Plant	42
Guerra Early Childhood Center	21	UTB University Library	43
M2 Building	22		

