



Texas Southmost College

TRADITION • INNOVATION • OPPORTUNITY

REQUEST FOR PROPOSAL

“ Telecommunication Services”
(Hosted Voice Solution)

TSC RFP 17-04

Submission Date:
December 15, 2016

Purchasing Office, Tandy 110, 80 Fort Brown, Brownsville, Texas 78520
Phone: 956-295-3426, Fax: 956-295-3408
purchasing@tsc.edu

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REQUEST FOR COMPETITIVE SEALED PROPOSALS

December 2016

SECTION 1 – GENERAL REQUIREMENTS

1.1 **GENERAL:** Texas Southmost College (“TSC”/”College”) is soliciting proposals (“Proposals”) from qualified contractors/companies (“Respondents”) to provide Telecommunication Services, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals. This Request for Proposals (“RFP”) provides Respondents with the information necessary to prepare and submit Proposals for consideration by the College.

1.2 **COLLEGE’S HISTORICAL 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 RFP 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 RFP. All such addenda issued by the College prior to the time that proposals are received shall be considered part of the RFP, 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 of the Fort Brown Campus at 2:45 p.m. local time. A non-mandatory pre-proposal conference is scheduled for Friday, December 9, 2016 at 1:30 p.m. at the Tandy 109 Conference Room.

- 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 C – EXECUTION OF OFFER

Exhibit F – CONFLICT OF INTEREST QUESTIONNAIRE

Third Party Vendor/Subcontractor List – The bidder shall provide a list of third party vendor if applicable.

- 1.8 POINT-OF-CONTACT:

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

1.8.2 Any questions or concerns regarding this Request for Proposal 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

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 EVALUATION 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 RFP, TSC alone will determine whether it is a candidate for further consideration.

1.9.2 According to Texas Education Code Chapter 44, Subchapter B, a College District shall select the offeror that offers the best value for the College based on the published selection criteria and on its ranking evaluation. The College shall first attempt to negotiate a contract with selected offeror. The College may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the College is unable to negotiate a satisfactory contract with the selected offeror, the College shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the

order of the selection ranking until a contract is reached or all proposals are rejected. All properly submitted proposals will be reviewed, evaluated, and ranked by TSC in consideration to the following selection criteria factors and weights in determining to whom to award a contract:

	Selection Criteria Factors	Weights
1	Purchase price.	20
2	The reputation of the vendor and of the vendor's goods or services.	5
3	The quality of the vendor's goods or services.	20
4	The extent to which the goods or services meet the College's needs.	45
5	The vendor's past relationship with the College.	5
6	The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.	1
7	The total long-term cost to the College to acquire the vendor's goods or services.	2
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.	1
9	Place of business (service area)	1
	TOTAL	100

1.10 CONTRACT AWARD PROCESS:

1.10.1 By submitting a Proposal in response to this RFP, the Respondent accepts the Request for Proposal and evaluation process and acknowledges and accepts that determination of the "best value" Respondent will require subjective judgments by TSC.

1.10.2 If the College awards a contract, it will award the contract to the respondent whose Proposal is considered to be the most advantageous to College and is determined to be the best qualified based on evaluation results. However, TSC Board of Trustees will have the final determination to award a contract.

1.10.2 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.

1.10.3 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 RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

SECTION 2 – STATEMENT OF WORK:

2.1 SCOPE OF WORK: TSC is accepting proposals from qualified companies to provide Telecommunication Services, in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (RFP). This RFP provides respondents with the information necessary to prepare and submit proposals for consideration by the College.

2.2 The service provider must demonstrate the ability to supply and provide all materials, equipment, labor and all other incidental material, tools, appliances, delivery and transportation as required to complete the project for all work in accordance with the scope of work, specifications, provided in this RFP.

TSC has identified the following objectives:

- Reduce overall telephony support and administration costs
- Have a hosted voice system and architecture
- Have Campus Safety with E911 Emergency Notification capabilities

TSC has identified the following factors as the existing technology environment:

- There is no current PBX in place
- Number of Locations: 11 Buildings
- Qty. of telephones: up to 300
- Qty. of telephones at each location: TBD
- LAN/WAN Architecture description: Gigabit Single Mode Fiber uplink from each building to the core. A minimum of 20Mbps internet pipe.
- PSTN Interfaces Description: T1
- SIP Interfaces Description: Ethernet CAT

2.3 DESCRIPTION OF SERVICES:

The following list contains to TSC's technical and business requirements for the hosted phone system. The proposed technology solution must meet the following requirements. Each company must indicate if they meet each requirement and describe how they will fulfill each requirement.

1. System Administration Requirements

- Administration Web Interface
- PC/MAC/Linux Support
- Active Directory Integration

- LDAP Integration
- CSV Import of users
- Support for mass provisioning of users
- Support for mass provision of devices
- Multiple Extension length support - 3, 4, 5 digit dialing
- Feature permissions
- Online User Guides for all Software and Desk phones
- Integrated voicemail system with Exchange (voice mail to email)
- Integrated fax server for all user accounts
- call routing
- Multiple Scheduled Auto Attendants
- SOHO multi-site support from a single server

Centralized Admin for all system functions including but not limited to:

- Voicemail
- Call Recording
- E911 Notification
- Multiple Auto Attendants
- Multiple Hunt Groups (Standard Feature)
- Prefer Integrated Fax Server for each user: inbound/outbound
- User ID and password protection
- Call Routing
- Route Groups
- User Notifications
- Admin Message Center
- Dial-up Conference Bridge with support for a minimum of 200 participants

E911 Notification Requirements:

- Ability to create ERL Zones for accurate notification of E911 calls
- Support for the creation of multiple notification groups and recipients
- Ability to activate or deactivate recording of all emergency calls
- Ability to set up screen pop, text, and email notifications to onsite and offsite recipients for improved emergency response
- Multilevel mapping available in alerts
- Emergency procedures for the company or zone included in alerts

Auto Attendant Requirements:

- Multiple Menus
- Multiple Sub Menu Levels
- Multiple Schedules
- DID Access
- Record Custom Messages
- Import Recording Files
- Scheduled Modes per Menu
- Default, After Hours, Holiday, and Alternate Menus

Call Detail Reporting Requirements:

- CDR Records
- User Activity
- Filtering
- Detail and Summary Reports
- Comma Delimited Export
- Remote CDR Viewing

User Portal Requirements:

- Accessible via Mac, PC, and Linux computers
- RIA Based Access with no software installation required
- Cloud based accessibility to full feature set
- Voicemail to Email
- Send Fax from and to Email
- Schedule Conference Calls
- Record Calls
- Visual Voicemail
- Visual Call Recording Management
- Set and View Presence
- Integrated IM and Mobile presence for user devices (ie; Smartphone, tablet)
- Set Advanced Presence-based call routing rules
- Configure Phone Parameters
- View medical emergency information for E911 alerting
- Manage work, holiday and vacation schedules with advanced call routing rules for different scenarios
- System directory lookup with Active Directory or LDAP

2. Technical Specifications

Please describe in detail how the proposed system will meet or exceed each of the following baseline requirements.

Capacity and Scalability

- Telephony System must support a minimum of 300 users.
- Telephony System must be expandable to support 500 desk phones and users within 6 – 12 months.
- Please describe what additional equipment and software will need to be added to support the expanded user base. Also include detailed pricing for each component with the associated upgrade installation costs.
- Telephony system must provide analog lines for faxing, alarming, elevators and security – minimum of 75 analog lines across the campus. System must support use of existing Cisco VGA devices.

Connectivity

The System should support the following configurations:

- Analog loop start
- T1 PRI: NI-2, 5ESS, DMS 100 protocols
- SIP Trunk: RFC 3261

High Availability

- Our system must support up to 500 users.
- System must have redundancy without external devices required for failover protection.
- System should support SRST with local voice gateways for failover

Compatibility

- System should support ability to interface with existing mass notification system

3. Communications Features

Please describe in detail how the proposed system will meet requirements for the following communications features and functionalities.

System Administration Requirements:

- Web Based Admin Interface
- PC/MAC/Linux Support
- Active Directory (LDAP) Integration
- CSV Directory Import
- Mass Provisioning of Users
- Mass Provisioning of Devices
- Integrated Help Guides
- Centralized Admin for all system functions

Call Control Requirements:

- Voice Mail - *Visual Voicemail, Play, Record, Delete, Save, Reply, Forward, Send to Email, and Mark Urgent*
- Call Recording - *Visual Call Recording Management*
- E911 – *Notification, Screen Pops, Mobile Alerts, Listen In, Emergency Procedures and Contacts as part of the alerts*
- Auto Attendant - *Unlimited Menus, Levels, and Schedules, Support for Multiple Schedule Modes*
- Hunt Groups - *Simultaneous, Single or Multiple Calls, Busy Out Extension, Call Forward Busy/No Answer*
- Fax - *Send Faxes, Fax to Email*
- User ID and Password Protection
- User groups – *Fully Customizable*
- Dial Plans – *Unified Dial Plan Management Tool*
- Admin Message Center – *Central message center for admins to access user help requests*
- Dial-up Conference Bridge – *Accessible by All System Users.*

Native Call Detail Reporting Requirements:

- CDR Database
- User Activity Comma Delimited Output
- Remote CDR Viewing
- CDR Output

E911 Notification Requirements:

- Ability to create ERL Zones for accurate notification of E911
- Create multiple notification groups and notifyees
- Activate or deactivate and or automatic recording of all Emergency Calls
- Set up screen pop notifications in event of emergency calls.
- SMS, and email notifications to onsite and offsite recipients for improved emergency response
- Multilevel mapping available in alerts Emergency procedures for the company or zone included in alerts.

User Configurable Feature Requirements:

- Accessible via Mac, PC, and Linux computers
- Voicemail to Email
- Fax to Email
- Schedule Conference Calls
- Record Calls
- Visual Voicemail
- Visual Call Recording Management
- Set and View Presence
- Make custom configurations for phone feature keys
- View medical emergency information for E911 alerting
- Manage work, holiday and vacation schedules with advanced call routing rules for different scenarios
- System directory lookup with Active Directory

Messaging Feature Requirements

Voicemail Controls, Phone Based:

- Play
- Record
- Delete
- Save
- Reply
- Forward
- Mark Urgent

Voicemail Controls, User Portal Based:

- Visual Voicemail
- Play
- Record
- Delete
- Save
- Reply

Auto Attendant Requirements:

- Unlimited Menus
- Unlimited Levels
- Unlimited Schedule
- DID Access

- Play and Record Files over Phone or PC
- Import Files
- Multi Language Support
- Text to Speech
- Scheduled Modes per Menu Default After Hours Holiday Custom

Conferencing Capabilities

- Schedule conference calls with visual calendar tools
- Invite attendees with iCal format messages
- Wideband codec support
- Conference call recording
- Email conference call recordings to multiple participants

Contact Center

- System must support contact center for up to 25 agents
- Contact center must be integrated into VoIP system

User Endpoint Capabilities Requirements

Different users within the Texas Southmost College will require different communications endpoints. Please fill out the following feature requirements matrixes for each user and device type.

Desk Phone Features

Please indicate with an 'X' in each field corresponding to desk phone features used by different user types.

Feature	Executive User	Professional User	Basic User	Wi Fi User
Answer				
Busy Lamp Field (BLF)				
Call Forward, Busy				
Call Forward, External				
Call Forward No Answer				
Call Hold				
CallPark/Unpark				
Call Pickup Extension				

Call Recording				
Call Redirect				
Call Transfer, Blind				
Call Transfer, Consultative				
Call Transfer, Mailbox				
Caller ID Name				
Desk to Desk Intercom				
Caller ID Number				
Conference, 3-party local				
Conference, Consultative				
Dial Number (Speed Dial)				
Directory Dialing				
Direct Station Selection (DSS)				
Hands-free				
Hang up				
Hold				
Hunt Groups				
Integrated Voicemail				
Message Waiting				
Multiple Line Appearance				
Music On Hold				
Operator				
Outbound Caller ID				
Paging				
Redial				

Ring Tone Selection				
Send Digits Over Call				
SIP				
Voicemail				

4. Systems Management

Each Bidder should list and describe the central software and user interface that will help IT staff manage the HOSTED VOICE environment.

Please explicitly state which software and administrative capabilities are included in the proposed solution and which are offered at additional cost.

Be advised that ease of use, integration of features, and functionality will be critical factors in HOSTED VOICE system selection.

5. Support and Maintenance

Please define pricing and descriptions for each of the following support scenarios.

24X7 Support – What is included?

Tier I Support

Remote hosted trainings - per customer request.

Hardware - Server & Phones

24/7 Help desk phone support, technician & engineering

Support within 4 business hours.

Pricing for 1 Year, 2 Year, and 3 Year terms.

Tier 1 Support Pricing for 1st Year is 25% total cost of system.

Tier 1 Support Pricing for 2 Years is

Tier 1 Support Pricing for 3 Years is

5X8 Support – What is included?

Pricing for 1 Year, 2 Year, and 3 Year terms.

Service Provider

Please state the name of the company which will be delivering service and support for this solution.

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 **PART ONE: PRICING:** Complete the “Pricing Proposal Form” included within the bidding documents (Exhibit “A”).

3.2 **PART TWO: THE REPUTATION OF THE VENDOR AND OF THE VENDOR’S GOODS AND SERVICES.** Reference checks are a part of TSC’s procedure for evaluation. Reference checks may be in writing or by telephone. The submission of

reference information authorizes TSC to request release of information concerning related projects from the references provided. Provide a minimum of 3 references for any of the projects listed in response to part 2.4. The references should include:

*Institution/client's name and representative name who served as the day-to-day liaison including telephone number and e-mail address.

3.3 **PART THREE: THE QUALITY OF THE VENDOR'S GOODS OR SERVICES.**

2.3.2 Provide a general statement of the company history including how many years in business, including legal name of firm. If the firm has multiple locations, TSC is primarily interested in the capabilities and experience of the office that will provide the majority of the required services to TSC.

2.3.2 Provide resumes of the Respondent's team that will be directly involved in the project, including their experience with similar projects.

3.4 **PART FOUR: THE EXTENT TO WHICH THE GOODS OR SERVICES MEET THE COLLEGE'S NEEDS.**

2.4.1 Identify and describe the team past experience for providing services to higher education institutions, school districts, and/or other public entities that are most related to this project within the last ten (ten) years.

*Provide institution name/client name

*Representative name, contact information

*Location

*Project Name

*Description of services provided

*Years of service

*Project Size

2.4.2 Each Respondent must indicate if the criteria within the "Description of Services" section can be met and must describe how the company will fulfill each requirement.

3.5 **PART FIVE: THE VENDOR'S PAST RELATIONSHIP WITH THE COLLEGE.**

2.5.1 Identify and describe the team's past experience for providing services for TSC and/or former University of Texas at Brownsville (UTB) projects within the last ten (10) years. Provide the following information for each project listed:

*Project name

*Representative name

*Description of services provided

*Years of service

*Project size

- 3.6 PART SIX: THE IMPACT OF THE ABILITY OF THE COLLEGE TO COMPLY WITH LAWS AND RULES RELATING TO HISTORICALLY UNDERUTILIZED BUSINESSES. Please indicate if the company is a Historically Underutilized Business (HUB) vendor certified by the State of Texas or if it is a minority-female owned business. If so, provide percentage of ownership.
- 3.7 PART SEVEN: THE TOTAL LONG-TERM COST TO THE COLLEGE TO ACQUIRE THE VENDOR'S GOODS OR SERVICES. Describe your warranty service support philosophy and warranty service implementation plan for this project.
- 3.8 PART EIGHT: 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. Please provide number of employees in the State of Texas.
- 3.9 PART EIGHT: PLACE OF BUSINESS (SERVICE AREA). Please provide address of principal place of business, address of office or offices that would be providing services to TSC (if different).

SECTION 4 – FORMAT

- 4.1 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 3 – Proposals Requirements and other documents listed in the submission checklist.
- 4.2 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 3 – Proposal Requirements should be clearly identified in the Table of Contents and provided as a separate part.

SECTION 5 – PROJECT SCHEDULE:

Newspaper Advertisements: December 2nd and December 9, 2016
Pre-Proposal Conference: December 9, 2016
Submission Deadline: December 15, 2016
Estimated Contract Award: January 2017

SECTION 6 – CONTRACT TERMS:

6.1 TERM OF CONTRACT: A contract will be made for a minimum of one-year beginning with rates and costs guaranteed for at least 12 months. However, nothing in these specifications shall prohibit the College from negotiating longer terms, or from automatically renewing annual contracts until one of the both parties provide cancellation notice.

6.2 CANCELLATION PROVISIONS

6.2.1 TSC shall have the right to terminate the contract upon thirty (30) days' written notice to Contractor if Contractor is in default.

6.2.2 The College may cancel the contract should the present or any future Board of Trustees not appropriate funds in any fiscal year for the payments required by this agreement. No penalty shall be assessed against the College in the event of any such non-appropriation. In the event of non-appropriation, the College shall give the successful Proposer advance written notice before cancellation of the contract, and the College shall not be obligated to make any payments beyond the end of the fiscal year.

SECTION 7 – ANTICIPATED REIMBURSABLE EXPENSES: Not applicable. Travel, lodging, meals and normal expenses incurred the course of duties during planning and implementation will not be reimbursed with the prior approval by College in writing and must contain all required documentation requested by College to be considered for reimbursement.

SECTION 8 – 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 Request for Proposals.

8.1 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.

8.2 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.

8.3 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.

8.4 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.

- 8.5 **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.
- 8.6 **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.
- 8.7 **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.
- 8.8 **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.
- 8.9 **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.
- 8.10 **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.
- 8.11 **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.
- 8.12 **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.

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

8.14 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 \$1,000,000 Ea. Occurrence
(2) Property Damage	\$1,000,000 Ea. Occurrence

8.15 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: **“Telecommunication Services”**

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 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.

Please provide pricing for the following personnel in the manner as described below. In addition to this pricing proposal form, firms should also include a proposed pricing list for any additional type of security service level not shown here.

Five Year Total Cost Summary

Costs	Total	Year 1	Year 2	Year 3	Year 4	Year 5
Call Control Hardware						
PSTN Gateways						
SIP Gateways						
Deskphones						
Voice Mail System & Storage						
E911 Notification Equipment & Software						
Voice Conferencing Equipment & Software						
Video to Mobile Equipment & Software						

System Redundancy and Failover Equipment & Software						
Software Licensing						
Installation						
Maintenance						
Documentation & Training						
Project Management						
Miscellaneous						
Other (specify)						

Total

Optional Software Maintenance						
Optional 5X8 Service						
Optional 24X7 Service						

Suggested Cost Categories

Hardware: List, describe, and record the cost of each piece of hardware that is required.

Maintenance: Describe and cost out any other ongoing costs associated with the operation and maintenance of your proposed solution.

Documentation & Training: If there are fees associated with your user or technical documentation, list them here.

Project Management: If there are project management fees associated with your proposed solution, list and describe them here.

Miscellaneous: List and describe any other costs associated with your proposed solution.

Basic Pricing Requirements

Revenue Recognition

The bidder should provide an explanation of the constraints affecting the pricing, warranty, and other aspects of its Proposal that arise from the Bidder's way of managing revenue recognition.

Price Levels and Discounts

Special Pricing

The bidder shall apply any special pricing that will lower the cost to Texas Southmost College.

The bidder should propose any alternative price models or payment terms that would lower TSC overall cost for the initial one year and five year periods following the effective date of the Contract.

Cost and Cap Options

The bidder should offer options such as caps on yearly maintenance or subscription fee increases to enable TSC to meet its need for cost stability.

Additional Discounts

The bidder should clearly specify any additional discount that would be applicable if a contract is approved by TSC prior to a date convenient to the bidder.

Standard Costs and Comparisons

As a basis for comparison, the Bidder should provide its standard commercial prices and standard enterprise discounts (if any) for all items.

Hardware: List, describe, and record the cost of each piece of hardware that is required.

Software Licensing: List, describe, and record the licensing, implementation, maintenance, support, and training fees associated with your proposed solution.

The bidder warrants that the prices offered in its bid are equal to or are lower than those offered for equivalent quantities of Products and services to similar accounts.

In submitting this proposal, I certify that _____ (Name of Individual/Firm) has not been found guilty in a judicial or state administrative agency 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 agency proceeding of unfair business practice.

Respectfully submitted,

By: Signature and Title

Firm

Date

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

EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL WILL RESULT IN THE REJECTION OF THE PROPOSAL.

2.1 By signature hereon, Proposer represents and warrants the following:

- 2.1.1 Proposer acknowledges and agrees that (1) this RFP/BID is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP/BID will not create a contract between Texas Southmost College (TSC) and Proposer; (3) College has made no representation or warranty, written or oral, that one or more contracts with College will be awarded under this RFP/BID; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP/BID.
- 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
- 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
- 2.1.4 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
- 2.1.5 Proposer understands (i) the requirements and specifications set forth in this RFP/BID and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
- 2.1.6 If selected by TSC, Proposer will not delegate any of its duties or responsibilities under this RFP/BID or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
- 2.1.7 If selected by TSC, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
- 2.1.8 All statements, information and representations prepared and submitted in response to this RFP/BID are current, complete, true and accurate. Proposer acknowledges that College will rely on such statements, information and representations in selecting the Contractor. If selected by the College, Proposer will notify College immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
- 2.1.9 Proposer will defend with counsel approved by TSC, indemnify, and hold harmless, The College, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP/BID.
- 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP/BID may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

2.2 By signature hereon, Proposer offers and agrees to furnish the Services to College and comply with all terms, conditions, requirements and specifications set forth in this RFP/BID.

2.3 By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer 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 its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists.

2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.

2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *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.

2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP/BID, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

- 2.7 By signature hereon, Proposer certifies as follows: "Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP/BID may be terminated if this certification is inaccurate."
- 2.8 By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers, or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of the College, on the other hand, other than the relationships which have been previously disclosed to College in writing and (ii) Proposer has not been an employee of any component institution of TSC within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before College enters into a contract or agreement with Proposer.
- 2.9 By signature hereon, Proposer certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP/BID. In addition, Proposer certifies that an award of a contract to Proposer will not violate Section 2155.006, *Government Code*, prohibiting College from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Proposer certifies that Proposer is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 210 By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 211 By signature hereon, Proposer represents and warrants that all products and services offered to College in response to this RFP/BID meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFP/BID.
- 212 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time College makes an award or enters into any contract or agreement with Proposer.

213 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: _____

If Proposer is a Corporation then Proposer's Corporate Charter Number: _____

RFP/BID No.: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

Exhibit D

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. 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 data and data 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 E

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 31st).

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 F

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.

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
1 Name of vendor who has a business relationship with local governmental entity.		Date Received
2 <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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
_____ Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7		
_____ Signature of vendor doing business with the governmental entity		_____ Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit G
CAMPUS MAP

