



TEXAS SOUTHMOST  
COLLEGE

# REQUEST FOR PROPOSAL

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“Time and Attendance Management System”

TSC RFP 18-02

**Submission Date:  
December 13, 2017**

## **SECTION 1. INQUIRIES AND INTERPRETATIONS**

Responses to inquiries which directly affect an interpretation or change to this Request for Competitive Sealed Proposals (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 this RFP.

All such addenda issued by the College prior to the time that proposals are received shall be considered part of this RFP, and the Offeror shall be required to consider and acknowledge receipt of each addendum in its proposals. 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 at the following website:

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

## **SECTION 2. POINT OF CONTACT**

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

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  
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)

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.

## **SECTION 3. SUBMISSION OF PROPOSALS**

**Submittal Deadline:** College will accept proposals until Wednesday, December 13, 2017 at 2:00 p.m. local time. Proposals in print format shall be submitted to the TSC Purchasing Office located at Tandy 207; 80 Fort Brown; Brownsville, Texas 78520 in attention to Ms. Patricia G. Saldivar, Coordinator of Purchasing. At 2:30 p.m. proposals will be read aloud in Tandy 212 Conference Room of the Fort Brown Campus. A non-mandatory pre-proposal conference is scheduled for Wednesday, November 29, 2017 at 9:00 a.m. at Tandy 212 of the TSC Fort Brown Campus.

The 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. Late submissions will be returned

to the Offeror unopened. The College will not accept submissions delivered by telephone, email or facsimile (fax). Proposals properly received will not be returned to Respondents.

#### **SECTION 4. CONSIDERATION OF PROPOSALS**

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

Pursuant to Texas Education Code, Chapter 44, Subchapter B, a College shall select the Offeror that offers the best value for the College based on its published selection criteria and on its ranking evaluation. 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.
- (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 provided in response to the request contained herein.

**SECTION 5. PROPOSAL SUBMISSION REQUIREMENTS:** Please provide a response to the each of the following sections:

1. **THE PURCHASE PRICE.**

Please complete Pricing Proposal Form Exhibit A.

2. **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 paragraph number three of this section.

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. THE QUALITY OF THE VENDOR'S GOODS OR SERVICES.

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.

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

4. THE EXTENT TO WHICH THE GOODS OR SERVICES MEET THE COLLEGE'S NEEDS.

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

Provide responses to any questions or requirements addressed in the "Description of Services" section starting in page five. Please read carefully.

5. THE VENDOR'S PAST RELATIONSHIP WITH THE COLLEGE.

Identify and describe the team's past experience for providing services for TSC 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

6. 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. Y\_\_N\_\_.

7. THE TOTAL LONG-TERM COST TO THE COLLEGE TO ACQUIRE THE VENDOR'S GOODS OR SERVICES. Describe your warranty service support philosophy and service implementation plan for this project.

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. Please provide number of employees in the State of Texas.

9. The College strongly desires to receive personalized and timely professional services from the awarded Respondent. Provide all office locations and identified the one that will be serving TSC.

**SECTION 6. PROPOSAL SUBMISSION FORMAT:** 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.

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 should be clearly identified in the Table of Contents and provided as a separate part.

Submit three (3) copies of the proposal in print format and one (1) copy of the proposal in electronic format. 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 proposal.

**Important Proposal Submittal Documents:** The following documents, at minimum, must be filled out, signed by an authorized representative, and returned as part of the proposal submittal:

1. Exhibit A – PRICING FORM
2. Exhibit B – ANTI-COLLUSION CERTIFICATION
3. Exhibit C – EXECUTION OF OFFER
4. Exhibit F – CONFLICT OF INTEREST QUESTIONNAIRE
5. Sample of all proposed contractual documents that may result from this solicitation such as: contract, agreement, terms and conditions sheet, etc. (*Not signed*)

## **SECTION 7. DESCRIPTION OF SERVICES**

**SCOPE OF WORK:** Texas Southmost College (TSC) is soliciting proposals for software, hardware and services vendor to provide TSC with a computerized time and attendance management system that will allow detailed & comprehensive employee duty time scheduling, processing of expense reimbursement requests, leave processing, recording of their workday time, time clock logging, and then feeding time & expenses data to existing payroll system. The existing ERP system for finance, payroll, and human resources that TSC uses is Ellucian Colleague 5.2. Systems that are able to integrate with Ellucian Colleague will only be considered.

Respondents must provide services to implement the proposed application software modules. These services include but are not limited to software delivery installation and configuration,

software modification/development, project management, interface development, data migration/conversion, documentation, training, software maintenance and support services. The Offeror should indicate which of these services would require TSC staff resources.

As part of this RFP, TSC also requests proposals for a complete turnkey system, including the recommendation for the appropriate server hardware, operating systems software and other system utilities required to operate the proposed application/services.

**DESCRIPTION OF SERVICES:** The description of services must include but may not be limited to:

**Technology.** Capitalize on technology to improve efficiencies with single-point data entry, shift scheduling, costing, integration with other software, & ability to create output files in various formats to feed other systems.

**Workflow.** Automate business rules and workflow processes to be event-driven, as appropriate and extend across departments and work units with electronic notifications and routing, to ensure ongoing data accuracy and compliance with eligibility rules, with manager and supervisor notifications when warranted.

**Reporting and data import/export.** System needs to generate and schedule recurring reports as well as ad-hoc reporting for timely response to research and analysis needs. Ability to process data imports while maintaining data integrity and produce data exports in required formats.

**Employee Time Entry.**

i) **“Time Clock”:** Time clock functions must be integrated throughout county to facilitate all employee attendance tracking methods and utilize various peripheral devices and time recording applications.

ii) **Time Entry Environment:** Time entry maintenance functions allow supervisors and administrators to setup employees, configure pay types, shift & overtime rates & qualifying, follow compliance rules, and maintain consistency within the pre-payroll process.

**Leave.** Leave processing functions allow employees to request and track various types of time off according to county, department, and union rules. These are guided and approved by administration, with master balances maintained in **Ellucian Colleague 5.2** payroll system.

**Payroll Prep.** Payroll Preparation function will create a file of time/activity & expense transactions per a designated payroll period for input to **Ellucian Colleague 5.2** payroll system.

**Contract Terms:** A contract will for a period of one fiscal year which begins on September 1<sup>st</sup> and ends on August 31<sup>st</sup>. In the event that a contract begins after September 1<sup>st</sup>, prorated costs must be calculated and applied. The contract will have an option to renew for 3 consecutive years before these services are subject to public solicitation.

**Cancellation Provisions:** 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 Offeror 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.

**Anticipated Reimbursable Expenses:** Not applicable

## **SECTION 8. CONTRACT AWARD PROCESS**

By submitting a Proposal in response to this Request for Competitive Sealed Proposals, the Respondent(s) accepts the “Competitive Sealed Proposals” method selection process and acknowledges and accepts that determination of the Best Value Offeror(s) will require subjective judgments by TSC.

As part of the selection and award process, TSC may request interviews or oral presentations from the highest ranked Offerors. Highest ranked Offerors are identified as part of the initial ranking evaluation process. However, final selection or determination of the Best Value Offeror(s) will be based on demonstrated competence at the interviews or oral presentations. The interviews or oral presentations will be made to TSC administration, faculty, staff, or board members. TSC will not be responsible for any costs incurred for this purpose.

One or more Offerors can be selected. If the College awards a contract, it will award the contract to the Offeror(s) whose proposal (s) is considered to be the most advantageous to College and is determined to be the best qualified. The TSC Board of Trustees will have the final determination to award a contract (s).

TSC reserves the right to consider any proposal “non-responsive” if the fees or prices are determined to be unreasonable or irresponsible in relation to the other submitted proposals.

Offeror(s) will be notified of any decision made after a contract is approved and awarded by the TSC Board of Trustees.

**Reservation of Rights:** 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.

TSC makes no representations, written or oral, that it will enter into any form of agreement with any respondent(s) to this Request for Competitive Sealed Proposals for any project and no such representation is intended or should be construed by the issuance of this solicitation

**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 purchase order contract is award.

## **SECTION 9. 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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.



**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.

**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.

**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.

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

**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

**MINIMUM WAGE:** TSC requires that all employees of prime and subcontractors who submit proposals 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 FORM**

To: Patricia G. Saldivar  
Coordinator of Purchasing  
Tandy 207  
80 Fort Brown St.  
Brownsville, Texas 78520

Note: Mark outside of envelope,

Proposal For: **“Time and Attendance Management System”**

In submitting this proposal, I agree:

1. To hold price open for a period of ninety (90) days after the opening date.
2. To enter into and execute a Purchase Order 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 unit prices and detailed information about all proposed services required for delivery, installation/implementation, configuration, training, and testing of the proposed system as well as any other requirements for the operation of the system such as: maintenance fees, licenses fees, supports, modules, software,

**ACKNOWLEDGEMENT OF ADDENDA**

Offeror acknowledges receipt of the following addenda to the captioned RFP (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

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

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

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

Exhibit B

ANTI-COLLUSION CERTIFICATION

By submission of this proposal, the Offeror certifies that:

1. This proposal has been independently arrived at without collusion with any other Offeror 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 offer or 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 Offer or 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 OFFEROR'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, Offeror represents and warrants the following:
- 2.1.1 Offeror acknowledges and agrees that (1) this RFP/ is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Offeror in response to this RFP/ 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/; and (4) Offeror will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP/.
  - 2.1.2 Offeror is a reputable company that is lawfully and regularly engaged in providing the Services.
  - 2.1.3 Offeror has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
  - 2.1.4 Offeror 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 Offeror understands (i) the requirements and specifications set forth in this RFP/ and (ii) the terms and conditions set forth in the Agreement under which Offeror will be required to operate.
  - 2.1.6 If selected by TSC, Offeror will not delegate any of its duties or responsibilities under this RFP/ or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
  - 2.1.7 If selected by TSC, Offeror 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/ are current, complete, true and accurate. Offeror acknowledges that College will rely on such statements, information and representations in selecting the Contractor. If selected by the College, Offeror will notify College immediately of any material change in any matters with regard to which Offeror has made a statement or representation or provided information.
  - 2.1.9 Offeror 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 Offeror or any agent, employee, subcontractor, or supplier of Offeror in the execution or performance of any contract or agreement resulting from this RFP/.
  - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Offeror under any contract or agreement resulting from this RFP/ may be applied directly to any debt or delinquency that Offeror 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, Offeror offers and agrees to furnish the Services to College and comply with all terms, conditions, requirements and specifications set forth in this RFP/.
- 2.3** By signature hereon, Offeror affirms that it has not given or offered to give, nor does Offeror 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 Offeror may be removed from all proposal lists.
- 2.4** By signature hereon, Offeror certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Offeror is exempt from the payment of those taxes, or that Offeror 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, Offeror hereby certifies that neither Offeror 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, Offeror certifies that the individual signing this document and the documents made a part of this RFP/, is authorized to sign such documents on behalf of Offeror and to bind Offeror under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.

- 2.7** By signature hereon, Offeror certifies as follows: "Under Section 231.006, *Family Code*, relating to child support, Offeror 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/ may be terminated if this certification is inaccurate."
- 2.8** By signature hereon, Offeror 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 Offeror that is a sole proprietorship, the officers, or directors of any Offeror that is a corporation, the partners of any Offeror that is a partnership, the joint venturers of any Offeror that is a joint venture or the members or managers of any Offeror 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) Offeror 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 Offeror 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, Offeror 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/. In addition, Offeror certifies that an award of a contract to Offeror 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*, Offeror certifies that Offeror 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.
- 2.10** By signature hereon, Offeror certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.11** By signature hereon, Offeror represents and warrants that all products and services offered to College in response to this RFP/ 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/.
- 2.12** Offeror 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.
- 2.13** **Offeror should complete the following information:**

If Offeror is a Corporation, then State of Incorporation: \_\_\_\_\_

If Offeror is a Corporation then Proposer's Corporate Charter Number: \_\_\_\_\_

RFP/ 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:**

\_\_\_\_\_  
(Offeror 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

### TERMS AND CONDITIONS

#### 1. PROPOSAL REQUIREMENTS:

- 1.1 Proposal must be properly identified with a Proposal No. and Opening Date. Proposals 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 proposals will not be considered.
- 1.2 Proposals should be quoted F.O.B. Destination. If otherwise, proposal will show exact cost to deliver. Proposal unit price on the quantity specified, extend and show total. In case of errors, unit prices shall govern. Proposal prices will be considered firm for acceptance within 90 days after the proposal opening date unless otherwise specified. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Proposal will list and deduct all trade discounts, educational discounts, and other discounts, not based on early payment from the proposal's prices quoted.
- 1.3 College is exempt from State Sales Tax and Federal Excise Tax. Do not include in proposal. Tax Exemption Certificate furnished upon request.
- 1.4 College reserves the right to accept or reject all or part of any proposal, 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 proposals, telephone proposals and/or email proposals are not acceptable in response to this invitation.
- 1.6 Offeror 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 Respondent'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 proposal company is more than 30 days delinquent in paying child support.)
- 1.8 In case of tie proposals, 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 Offeror 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 proposal 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 proposals and to waive informalities in proposals 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 Respondent's bond payable to the Owner in the amount of not less than **5%** of the largest total of the proposal 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 **performance bond in the amount of 100%** of the full contract amount will be required on all contracts over \$100,000. If the Respondents fails to execute the contract and provide satisfactory payment and performance bonds and insurance certificates within ten (10) days of the day on which Offeror is notified that said proposal was accepted or Notice to Proceed is issued, the proposal 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. Proposals on brands of like nature and quality will be considered. If proposing on other than referenced specifications, the proposal 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 proposal. If Offeror does not identify exceptions to the specifications shown in this Request for Competitive Sealed Proposals it will be required to furnish brand names, numbers, etc., as shown in the Request.
- 1.2 All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in this solicitation. Verbal agreements to the contrary will not be recognized.
- 1.3 Offeror 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 Proposal 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 proposal to be disregarded. Failure to state delivery time obligates Offeror 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. PROPOSALDER AFFIRMATION: BY SIGNATURE HEREON**

- 3.1 Respondents 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 proposal. Failure to sign the proposal may, and signing it with a false statement shall, void the submitted proposal or any resulting contract and Offeror will be removed from all proposal lists.
- 3.2 Offeror affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the Offeror and the College which could be construed as a conflict of interest.
- 3.3 Offeror 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. Offeror acknowledges that making a false statement as to its corporate tax status is a material breach of any resulting contract.
- 3.4 Offeror certifies that neither the Offeror nor any firm, corporation, partnership or institution represented by Offeror 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 proposal made to any competitor or any other person engaged in such line of business.
- 3.5 Offeror has not received compensation for participation in the preparation of the specifications for this Competitive Sealed Proposals.
- 3.6 Under Section 2155.004, Texas Government Code (re: collecting state and local sales and use taxes) Offeror certifies that the individual or entity named in its proposal is not ineligible to receive the specified contract, which may be terminated and/or payment withheld if certification is inaccurate.
- 3.7 Offeror 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 Offeror certifies, if awarded a contract, that Offeror shall defend, indemnity, 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 Respondent, or any agent, employee, subcontractor or supplier of Offeror 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 Vendor 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/.
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 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.

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><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></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> <hr/> Date Received   	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p> 		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(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.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <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 align="center"><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 align="center"><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 align="center"><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> 		
<p><b>4</b></p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity      Date</p>		

# Exhibit G Campus Map



### BUILDINGS

Fort Brown Memorial Center	1	M1 Building	23
Center Arts Center	2	Center Hall	24
Commandant's Quarters	3	Rutaberg Hall	25
Champion Hall	4	Smith Amphitheater	26
Georgis Hall	5	Bookstore	27
Old Menzies	6	Cowley Hall	28
Commissary Building	7	Science, Engineering and Technology (SETB)	29
Commissary Annex	8	SETB M0	30
Regiment House	9	SETB Lecture Hall	31
Oliveria Student Services Center	10	Recreation, Education and Kinesiology	32
Tandy Hall	11	Scorpion Field	33
Lighthouse Center	12	Fort Brown Memorial Golf Course	34
Musier 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
Grizza Gymnasium	17	Center for Early Childhood Center	39
Gymnasium Annex	18	Old Art League Building	40
South Hall	19	Army Building	41
North Hall	20	Thermal Plant	42
Guerra Early Childhood Center	21	UTB University Library	43
M2 Building	22		

### PARKING

General	P1	Metered Parking	P4
Student / Visitor	P2		
Faculty / Staff	P3		

Primary Golf Cart Route ● Golf Cart Parking ● Motorcycle Parking

### International, Technology, Education and Commerce Center (ITECC)

