



TEXAS SOUTHMOST
COLLEGE

REQUEST FOR PROPOSAL

“Information Technology Outsourcing Services”

TSC RFP 19-03

**Submission Date:
January 11, 2019**

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 Respondent 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 Respondents 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:

Raul A. Garza
Purchasing Specialist
Purchasing Office
Tandy 207
80 Fort Brown
Brownsville, Texas 78520
Phone: 956-295-3438
Fax: 956-295-3408
raul.garza1@tsc.edu

It is Texas Southmost College's (TSC) 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 Friday, January 11, 2019 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, Director of Purchasing. At 2:30 p.m. proposals will be read aloud in Tandy 212 Conference Room of the Fort Brown Campus.

The proposal(s) must be received on or before the time and date specified above to the point-of-contact identified above. 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 Respondent unopened. The College will not accept submissions delivered by telephone, email, or facsimile (fax). Proposals properly received will not be returned to Respondents.

A non-mandatory pre-proposal conference is scheduled for Thursday, December 6, 2018 at 10:00 a.m. at Tandy 212 of the TSC Fort Brown Campus.

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 Respondent 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 pricing of services;
- (2) The reputation of the Respondent and Respondent's goods and/or services;
- (3) The quality of the Respondent's good and/or services;
- (4) The extent to which the Respondent's services meet the College's needs;
- (5) The Respondent's past relationship with the College;
- (6) The impact on the ability of the College to comply with laws and rules relating to historically underutilized businesses.
- (7) The total long-term cost to the College to acquire the Respondent's goods and/or services;
- (8) The Respondent's principal place of business (State of Texas) and/or Respondent number of employees (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 PRICING OF SERVICES.**

Please complete Pricing Proposal Form Exhibit A.

2. **THE REPUTATION OF THE RESPONDENT AND RESPONDENT'S GOODS AND/OR 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. 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 RESPONDENT'S GOODS AND/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 team that will be directly involved in the project, including their experience with similar projects.

Provide a list of any lawsuits or litigations in which the company is or was a party, for the preceding ten (10) years, and the resulting outcomes. If the company becomes a party of any lawsuit within 60 days after proposal submission, the proposer must notify TSC immediately.

Provide a statement if the company has filed bankruptcy within the past ten (10) years.

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

Provide details of the company's experience demonstrating the ability to successfully provide goods or services proposed.

Identify and describe the company's 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
- *Photos if available

Provide responses to any questions or requirements addressed in the "Description of Services" section. Refer to page 13 of this RFP.

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

Identify and describe the company'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
- *Photos if available

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) certified by the State of Texas. Y___N___.
7. THE TOTAL LONG-TERM COST TO THE COLLEGE TO ACQUIRE THE RESPONDENT'S GOODS AND/OR SERVICES. Describe your warranty service support philosophy and service implementation plan for this project.
8. PRINCIPAL PLACE OF BUSINESS IN THE STATE OF TEXAS AND/OR EMPLOYMENT OF 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. Certification of Franchise Taxes of Account Status.
6. Certification of Authority to conduct business in the State of Texas.
7. Proof of Insurance.
8. Completed Form 1295.
9. If available, 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:

1. OVERVIEW

Texas Southmost College (TSC) is currently under contract with a third party to provide Information Technology (IT) Managed Services. The contract for this IT Managed Services provider expires on August 31, 2019 with a provision of a ninety (90) day transition period that begins on June 1, 2019. The existing outsourcing contract includes both operational and project based services as well as staffing of all IT related positions pertinent to the support of IT operations and projects of the College, inclusive of the Chief Information Officer (CIO) position.

TSC is now requesting and accepting proposals from higher education experienced IT Managed Services provider under a new comprehensive and operational IT managed solution in accordance with the terms, conditions, and requirements set forth in this RFP.

The new outsourcing provider must be involved in the transition process beginning on June 1, 2019 through August 31, 2019 and be 100% operational by September 1, 2019. This transition must not negatively impact the 2019 Admissions, Financial Aid, and Fall Registration processes. This transition must include the requisite staffing to be completed prior to current contract expiration with the existing IT Managed Services provider.

2. SCOPE OF WORK AND REQUIRED SERVICES

A. Scope of Services

TSC seeks an IT Managed Services provider that is qualified to deliver information technology services and operational support to the administrative and instructional processes of higher education in support of the College's strategic initiatives. The IT Managed Services provider must have a proven company track record of providing IT management services within higher education. The IT Managed Services provider, including any staff provided to service the College account whether on or off-premise, will report directly to the TSC Vice President of Information Technology.

The services and operational support proposed by the provider must include those listed below; however, they need not be limited by this list. Any additional services proposed that do not appear on the list below must be justifiable, reasonable, practical, and cost-efficient for the TSC environment.

These service/operational areas are broken down into the following four major areas:

- I. Technology Leadership and Management Services/Support
- II. Network and Infrastructure Services/Support
- III. ERP and Enterprise Applications Services/Support
- IV. End User Services/Support

These service/operational areas may include solutions/hardware/software that are premise-based, cloud-based or both.

These service/operational areas may include requisite training to functional users of applications, processes or procedures associated with those areas to be performed by the provider.

The scope of anticipated services and support in each major service/operational area are to include but are not limited to the following:

I. Technology Leadership and Management Services/Support

- IT Leadership, IT Policies/Procedures, and other IT Leadership/Management functions
- IT Strategic and Tactical Planning
- IT Communications Planning
- IT Disaster Recovery Planning
- IT Security and Risk Management
- IT Governance Framework and Services
- IT Budgeting
- IT Consultation
- IT Procurement Management
- Local and Remote (Cloud-Based) IT Vendor Management
- Regular Status and Performance Reporting
- Customer Communication and Liaison

II. Network and Infrastructure Services/Support

- Network Administration, Monitoring and Security including Wireless networks
- System Administration, Monitoring and Security including Servers, Database and Operating Systems
- Data Center Administration, Monitoring and Security
- Telecommunications Administration, Monitoring and Security including VOIP
- Enterprise Storage, Backup and Restoration Services
- Solutions Design and Architecture
- Virtual Computing Infrastructure Administration, Monitoring and Security
- Remote Computing Administration, Monitoring and Security
- Disaster Recovery response
- Information Security Officer function and Texas Administration Code (TAC) 202 compliance
- Network and Infrastructure Services/Support Documentation and Reporting
- End User Training

III. ERP and Enterprise Application Services/Support

- ERP System Functional and Technical Subject Matter Expertise and Support
- ERP System Patching, Upgrading, Interfacing
- ERP System Programming and Development

- ERP related applications that interface with the ERP either through API, Flat Files, or Batch Files
- Enterprise-wide applications that enhance the functionality of the ERP System
- Enterprise Application Support
- Enterprise Application Patching, Upgrading, Interfacing
- Business Intelligence/Analytics including Data Warehousing, Data Mining, Dashboards plus Report Redesign and Writing to include State, Federal and Ad Hoc reports
- Online Academic Program Development Service
- ERP and Enterprise Application Services/Support Documentation and Reporting
- End User Training

IV. End User Services/Support

- Desktop, Laptop, Printer, Projector, Phones, Copier and Mobile Device Deployment, Management, Decommissioning and Support
- Enterprise-wide Hardware and Software in Offices, Labs and Multi-Function Classrooms
- Asset Management
- Hardware and Software License Management
- Instructional and Academic Technology including Learning Management System and other Web-Based technologies
- Website and Website Content Management System Development, Design, Architecture, and Management
- 24 x 7 Information Technology Help Desk to support Students, Staff and Faculty
- Automated Help Desk Work Order Management and Reporting System including Service Level Agreements (SLAs) and Escalated Notifications
- Disability Services and Support including equipment recommendations
- End User Training

B. Existing Locations and Head Counts

There are 7,131 students (3,907 on campus; 3,224 dual credit via high school classes), 102 full time faculty and 36 adjunct or part-time faculty, and 140 staff that require support.

Additionally, there is one (1) remote location that requires IT support, the International Technology Economic and Commerce Center (ITECC). This facility is primarily a classroom environment for workforce training and continuing education. It requires network connectivity support as well as multi-media classroom support (projectors and podiums with desktops). Support for this classroom is normally onsite while the network support is remote via the local TSC campus.

C. Existing Technology Environment and Other Conditions

Network

There are two core network switches (Cisco 65xx chassis with Layer 3) that reside in the TSC data center. There are 2 x 10 GB connections between the core switches. There are seven (7) distribution switches and forty-three (43) access switches across the campus. There is gigabit connectivity over fiber to the switches. Fiber connectivity exists between the TSC on premise data center and the campus buildings. There are nineteen (19) onsite TSC buildings, eight (8) miscellaneous onsite buildings with connectivity, and one (1) offsite TSC building (ITECC). The IT provider will only provide network related service and support to the miscellaneous buildings that are leased out by TSC to another entity.

Voice

There is one internet connection for voice and two connections for data. Voice (VoIP) is hosted in the cloud via Telespace. The provider for voice is Time Warner (TWC) and the internet bandwidth is 100 Mb. There is a PIR connection for voice redundancy.

The internet providers for data are VTX and Foremost and the internet bandwidth for both connections is 1 GB. There are three firewalls. One Cisco ASA firewall is for the voice connection, and two SonicWALL firewalls are for the data connections. There is gigabit connectivity to the firewalls from the network core switches.

There are currently 373 phone numbers that are VoIP assigned. Additionally, there are seventeen (17) analog phones lines that will be supported. There is a local 3CX SIP server that currently supports the emergency phones which use the analog phone lines.

Server Infrastructure

There are approximately fifty-three (53) VMWare virtual servers and seven (9) physical servers that are supported by the current IT provider. The physical servers host Colleague Live, Colleague Test/Dev, HP/UX Colleague (historical), 2 ESXi VMWare hosts, Tableau, and Siemens HVAC. The virtual servers host the remaining local applications. There is gigabit connectivity to the servers in the on premise data center. Active Directory is installed on a virtual server in the on premise data center and also on a virtual server in Microsoft Azure. The IT provider will support both locations of Active Directory. The operating systems supported are:

- Microsoft Windows
- HP/UX – historical Colleague runs here
- Linux and Joomla - Web

Data Center

The TSC Data Center also hosts one (1) physical computer for the vendor that provides and supports the security cameras installed throughout the campus. This server is on TSC's domain controller. The IT provider will provide support and services as needed to assist the vendor with their server.

There are no offsite data centers managed by the local TSC IT Managed Services provider. There are systems located in the cloud and also hosted by specific vendors. Microsoft Office 365, Active Directory, and the Website are located in Microsoft Azure

Cloud. The Canvas Learning Management System (LMS) is located in the Canvas LMS Cloud. The VoIP is located in the TeleSpace cloud.

Storage

Within the TSC on premise data center, there is twenty (20) TB of EMC SAN storage with twelve (12) TB currently used. There is an additional 10 TB of storage for backups via Unitrends with seven (7) TB used. There is redundant storage for backups in the EMC cloud with seven (7) TB used. The selected IT provider will manage the file and data recovery. There is 500GB of storage in Microsoft Azure.

Personal Computers and Projectors

There are currently 1,126 laptops/desktops, both onsite at the TSC campus and at the ITECC facility. There are 88 classrooms with projectors.

Applications

All applications are at current versions. Minor upgrades and patches are planned and executed via normal change management process and are part of the normal support process. Major upgrades are planned and executed via the project management and change management process. The selected IT Provider will provide line item cost for the major software upgrades.

- Ellucian ERP (Colleague) – Enterprise Resource Planning
- Abila – previous ERP system (historical only)
- Entrisik Informer – Report Writing - integrated with Colleague
- ImageNow – Document Imaging - integrated with Colleague
- PeopleAdmin – Applicant Tracking
- Compliance Assist – Compliance Tracking
- TSC Website
- Ad Astra – Academic Planning, Scheduling, Event management
- Dell KACE – Help Desk Service and Ticketing System
- Academics Works – Scholarship Management
- Wise Asset Inventory – inventory management
- IdentiSYS – Student and Staff ID Solution - integrated with Colleague
- Learning Management System (LMS) – e-learning hosted by Canvas in cloud; support integration with Colleague
- Microsoft Office 365 – email (via Azure cloud)
- KACE – Help Desk Service and Ticketing System
- Self-service Portal
- AMX Resource Management – Resource Management
- ARMS – Record Management System
- VoIP – TeleSpace (via cloud); support connectivity
- SQL Server Database – houses current Colleague data
- Rocket Unidata Database - houses historical Colleague data
- RS2 – Access Control System
- Rapid 7 – Security Monitoring and Audit Tool
- CSI Spectrum - Recreation center uses the software to manage patrons

- SFTP – Secure or SSH File Transfer
- System Center – Microsoft SCCM; management across on-premises, service provider, and Microsoft Azure environments
- VMWare VCenter – Data Center Management
- Alertus – Mass Notification System
- AMX Resource Management – Resource Management
- Epson Projector Management – Projector Management
- DDP Enterprise Server – Dell Data Protection
- Dell GMS Analyzer – Policy Management, Monitoring, and Reporting
- PRTG Monitoring – server network monitoring
- Deep Freeze Enterprise – Windows O/S and MacOS core O/S and configuration file protection
- Eduroam – international roaming service for users in higher education (cloud based)
- Livestream – video live streaming via cloud; support connectivity
- Rave Mobile Safety – safety related via cloud; support connectivity
- Tableau Software - interactive data visualization product focused on business intelligence

Key Backup / Recovery Functions

TSC has an enterprise data backup system, Unitrends, with backup to local disk which is part of Unitrends and not on the EMC SAN. An additional backup copy is kept in the EMC cloud. The selected IT Provider will manage the backups. For most systems, full backups are run on Sunday mornings at 3 AM followed by a differential. A differential backup is run on Wednesdays at 3:00 AM. The backup retention is a maximum of 30 days with a 15 day hold. The following systems run full backups followed by a differential on Sunday mornings starting at 3 AM but have a differential that is run Monday through Saturday at 3 AM. The systems backup with a daily differential are: Colleague Live, Colleague Test/DEV, File Server, ImageNow, and Informer.

Measure Performance

In order to determine that superior customer service is being provided to the College, a method to assess customer service shall be agreed upon by the College and selected IT provider. The method will include service level agreements (SLAs) for the critical services and will require mechanisms to be in place to monitor and measure all services. Key SLAs will be assigned a penalty for failure to comply. The SLAs will have clearly identified key targets for service hours, availability, reliability, support, response times, recovery time, and change handling. The SLAs will be reviewed on a monthly basis with the TSC Vice President of Information Technology. The selected IT provider may provide their standard SLAs for consideration.

Hours of Operation

TSC typically operates Monday through Friday, from 7:00AM through 10:00PM. In addition to this, the Recreation Center operates on Saturdays from 10:00AM through 1:00PM. Operating hours are subject to change. The vendor needs to provide appropriate staff during all hours of operation related to labs, classrooms and staff. The vendor and

the College will develop a mutually agreed upon operation schedule which includes an on-call schedule for the appropriate IT personnel. The vendor shall schedule and arrange the work so as not to interfere with operation functions of the College. Some of the IT services and maintenance will require work after normal hours by the vendor (weekends also) to insure that the normal College work processes are not impacted. The personnel of the selected IT provider are required to wear a TSC provided photo ID at all times while present on any College property.

Admission to premises (key sets/access devices)

The selected IT Managed Services provider will be issued key sets as required and is required to follow all College Key Policies and Procedures. The selected IT Provider will be required to sign the College's Key Request Form accepting responsibility for the results of losing or misuse of key sets. The selected IT Provider will be responsible for securing and protecting the College assigned keys. The selected IT Provider will implement a key system to account for all assigned keys on a daily basis, will monitor and secure all keys in the designated lock box. At College discretion, an audit of keys will be performed. All Owner cost/expenditures incurred as a result of lost keys and rekeying will be the responsibility of the selected IT Provider. The selected IT Provider will also have accessed to the data rooms and key buildings via the access control system.

QUESTIONNAIRE

Section A. Specific Higher Education IT Experience

1. Provide a brief history of the company/firm, its organization structure and year it was founded
2. Describe your company/firm's commitment to Higher Education
3. Describe your company/firm's vision and growth objectives and accompanying plans to achieve those goals particularly respective of your commitment to Higher Education
4. Describe your company/firm's experience with IT Managed Services including your successful methodologies to provide superior services and support
5. Describe your company/firm's services Management personnel including background, experience and qualifications of the specific personnel who will responsible for managing delivery of IT Managed Services in each of the desired areas. If specific personnel details are not available, please provide the methodology for the selection, placement, training, knowledge base and general approach for the provision of Management personnel (the College will not take responsibility for on-going training of provided Management personnel)
6. Describe your company/firm's services personnel including background, experience and qualifications of the specific personnel that will be assigned to provide IT Managed Services in each of the desired areas. If specific personnel details are not available, please provide the methodology for the selection, placement, training, knowledge base and general approach for the provision of personnel (the College will not take responsibility for on-going training of provided personnel).
7. Specify the number and role of the IT personnel, including supervisory and management personnel. For the remote or offsite personnel, include the percentage of time allocated to support TSC along with the documented process for remote support.
8. Clearly state and identify the use of any subcontractors or contracts which will be used to delivered any portion of the desired services contained in your company/firm's proposal
9. Provide a high level approach and strategy as to how your company/firm would transition the existing Managed Services to your organization. Please include any assumptions/requirements/risks that need to be identified as part of that transition
10. Provide a high level but fairly specific timeline for the transition of the existing Managed Services to your organization.
11. Provide an organizational design that your company/firm would provide to transition and then 'own' the IT Managed Services desired by this RFP. If there are distinct differences between the personnel assigned for the transition versus the eventual 'ownership' of IT Managed Services by your company/firm, please provide those details.
12. Describe any data center locations, disaster recovery locations, cloud-based solutions and strategies provided by your Company/Firm.
13. Describe how the contract would be modified or canceled if we decide to go back in-house with some of the services?

Section B. Service/Operational Areas

- I. Technology Leadership and Management Services/Support
- II. Network and Infrastructure Services/Support
- III. ERP and Enterprise Applications Services/Support
- IV. End User Services/Support

Respondents should provide their experience levels with each of the 4 major areas in the following manner:

- Indicate the number of active engagements in support of the Service/Operational area listed by individual system if applicable (e.g. name and number of ERP system active IT Managed Services engagements)
- Describe Problem Management, System Management, Change Management and Escalation procedures for the desired area
- Describe and detail any tools, techniques and methodologies that make you qualified, even uniquely qualified, to provide services and support in the desired area
- Describe your company/firm's Strategic and Tactical planning methodologies
- Describe your company/firm's tools, techniques and methodologies to provide Business Intelligence – dashboards, data mining and integration, and reporting

Section C. Qualifications of IT Managed Services Personnel

Personnel must be properly trained before being assigned to Texas Southmost College in a role identified in the staffing plan. IT training must be an on-going process to include the following:

- Updating Essential Skills for Specific Roles
- Renewing Qualifications and Accreditation for Technical Roles
- Maintaining Knowledge and Skill Related to Higher Education Requirements
- Staff that possess a VCP 4 (VMware Certified Provider certification) or higher
- Staff that possess an MCITP (Microsoft Certified IT Professionals)

SECTION 8. CONTRACT AWARD PROCESS

RFP Project Schedule:

Pre-proposal conference: Thursday, December 6, 2018

Deadline to receive questions: Thursday, December 13, 2018

Deadline to issue addendums: Monday, December 17, 2018

Deadline to submit proposals: Friday, January 11, 2019

Estimated award: February 2019 or after

Evaluation 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 Respondent(s) will require subjective judgments by TSC.

All submitted and qualified proposals will be reviewed, evaluated, and ranked by an evaluation committee. However, as part of the award process, TSC may request interviews or oral presentations from the highest ranked Respondents that are identified in the initial ranking conducted by the evaluation committee.

In the case that interviews or oral presentations are conducted by the highest ranked Respondents, a final selection or determination of the Best Value Respondent(s) will be based on demonstrated competence at the interviews or oral presentations. The interviews or oral presentations may be made to the following audience: TSC administration, faculty, staff, or board members. TSC will not be responsible for any costs incurred for interviews or oral presentations.

One or more Respondents can be awarded. If the College awards a contract, it will award the contract to the Respondent(s) whose proposal (s) is considered to be the most advantageous to College and is determined to be the best qualified. 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.

Respondent(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.

Contract Terms: The estimated initial contract resulting from this RFP will be for a period of one year commencing on September 1, 2019 through August 31, 2020. This contract will have the option to renew for three (3) additional one-year terms before these services are subject to public solicitation. Separately, a three (3) month contract will be negotiated as part of the transition services commencing on June 1, 2019 and ending on August 31, 2019.

The College will reserve the right to modify the proposed solution during the term of the contract, if TSC decides to revert some roles back to In-House IT or multi-vendor support (e.g., TSC maintains a small IT contingency onsite while the IT Managed Services provider(s) supports the majority of services). Such a solution will be considered a 'hybrid' solution with some services in-sourced and others out-sourced.

Respondents should be prepared to provide a comprehensive solution with the understanding that the College may maintain some or all in-house services/support for any of the mentioned areas.

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 Respondent 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.

The College, without cause, will have the option to terminate the contract resulting from this RFP at any time upon giving sixty (60) days in advance written notice to Respondent. Upon termination, the Respondent is entitled to payment of an amount that will compensate Respondent for services satisfactorily performed from the time of the last payment to the termination date in accordance with this contract.

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 and 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/contract resulting from this Request for Proposals.

CONFLICT OF INTEREST: The selected company must agree to disclose all potential, current conflicts of interest, as well as potential conflicts as they might occur, and be willing annually to disclose all sources of revenue and all affiliations.

In accordance with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908, all vendors submitting proposals must file form 1295 electronically with the Texas Ethics Commission using the online filing application. Information regarding this law, and the required form may be found at the

following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Respondents must:

- Print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.
- The completed Form 1295 with the certification of filing must be included with your proposal/proposal response.

DELINQUENT FRANCHISE TAXES: Each corporation contracting with the College District shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement to that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

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 Respondent 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 Respondent pursuant to this contract, which are caused, in whole or in part, by any negligent act or omission of the Respondent.

CERTIFICATION: Proposer shall furnish certification of authority demonstrating authority to conduct business in the State of Texas. Registration is obtained from the Texas Secretary of State, who will also provide certification thereof.

COMPLIANCE WITH LAW: Respondent 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, *Affordable Care Act of 2010*, and all other applicable laws and regulations.

COMPLIANCE WITH COLLEGE POLICIES: Respondents must abide by all applicable TSC policies and procedures, including but not limited to those relating to safety, confidentiality, use of technology, harassment, and drug and alcohol use. On-site Respondent's personnel may be required a criminal background check.

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 RESPONDENT STATUS: Respondent agrees that it is engaged as an independent Respondent and acknowledges that TSC will have no responsibility to provide benefits normally associated with an employer-employee relationship such as transportation, insurance, vacation, or other fringe benefits. Respondent agrees that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of TSC, including unemployment, insurance benefits, social security coverage, or retirement benefits. Respondent agrees to make its own arrangements for any fringe benefits as it may desire and agrees that it is responsible for all income taxes required by applicable laws.

NON-DISCLOSURE: Respondent 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 Respondent or TSC, unless required by law.

PUBLICITY: Respondent 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 Respondent 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 Respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TSC.

RIGHT TO A JURY TRIAL: Neither TSC nor Respondent shall waive its right to a jury trial for any claims arising out of the formation, performance, breach or enforcement of this contract, or any claim for damages resulting therefrom.

INSURANCE: Respondent 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, Respondent 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 respondents 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 Respondent 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

Note: Mark outside of envelope, Proposal For:

**“Information Technology Outsourcing Services”
TSC RFP 19-03**

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 including labor, supplies, and materials necessary.

Respondents are not required to propose on all areas and may choose to propose on areas that best align with their expertise and service portfolio only.

The College reserves the right to select multiple providers and take some areas in-house in negotiation with the selected Respondent(s).

Area	Monthly Fee
I.Technology Leadership and Management Services/Support	
II.Network and Infrastructure Services/Support	
III.ERP and Enterprise Applications Services/Support	
IV.End User Services/Support	

Respondents should include all anticipated charges to be associated to the performance of these services including but not limited to labor, supplies, and all equipment and materials needed.

ACKNOWLEDGEMENT OF ADDENDA

Respondent 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 Respondent certifies that:

1. This proposal has been independently arrived at without collusion with any other Respondent 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 RESPONDENT'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, Respondent represents and warrants the following:
- 2.1.1 Respondent 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 Respondent 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) Respondent will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP/.
 - 2.1.2 Respondent is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Respondent 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 Respondent understands (i) the requirements and specifications set forth in this RFP/ and (ii) the terms and conditions set forth in the Agreement under which Respondent will be required to operate.
 - 2.1.6 If selected by TSC, Respondent will not delegate any of its duties or responsibilities under this RFP/ or the Agreement to any sub-Respondent, except as expressly provided in the Agreement.
 - 2.1.7 If selected by TSC, Respondent 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. Respondent acknowledges that College will rely on such statements, information and representations in selecting the Respondent. If selected by the College, Respondent will notify College immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
 - 2.1.9 Respondent 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 Respondent or any agent, employee, subRespondent, or supplier of Respondent 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 Respondent under any contract or agreement resulting from this RFP/ may be applied directly to any debt or delinquency that Respondent 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.
 - 2.1.11 Pursuant to the provisions of Chapter 2270 of the Texas Government Code, Respondent verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.
- 2.2** By signature hereon, Respondent 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, Respondent affirms that it has not been identified on a scrutinized company list prepared and maintained by the comptroller under Government Code 806.051, 807.051, or 2252.153.
- 2.4** By signature hereon, Respondent affirms that it has not given or offered to give, nor does Respondent 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 Respondent may be removed from all proposal lists.
- 2.5** By signature hereon, Respondent certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Respondent is exempt from the payment of those taxes, or that Respondent 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.

- 2.6 By signature hereon, Respondent hereby certifies that neither Respondent 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.
- 2.7 By signature hereon, Respondent 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 Respondent and to bind Respondent under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.8 By signature hereon, Respondent certifies as follows: "Under Section 231.006, *Family Code*, relating to child support, Respondent 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."
- 2.9 By signature hereon, Respondent 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 Respondent that is a sole proprietorship, the officers, or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint venturers of any Respondent that is a joint venture or the members or managers of any Respondent 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) Respondent 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 Respondent in connection with this certification will be subject to administrative review and approval before College enters into a contract or agreement with Proposer.
- 2.10 By signature hereon, Respondent 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, Respondent certifies that an award of a contract to Respondent 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*, Respondent certifies that Respondent 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.
- 2.11 By signature hereon, Respondent certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.12 By signature hereon, Respondent 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/.
- 2.13 Respondent 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.

2.14 Respondent should complete the following information:

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

If Respondent 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:

(Respondent 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 Respondent 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 Respondent ID number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If the Respondent 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 Respondent shall not assign any resulting Respondent Purchase order/contract 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 payment **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 Respondent is notified that said proposal was accepted or Notice to Proceed is issued, the proposal security shall be forfeited to TSC.~~

2. SPECIFICATIONS

- 2.1 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 Respondent 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.
- 2.2 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.
- 2.3 Respondent 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.

3. DELIVERY

- 3.1 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 Respondent to complete delivery in 14 calendar days.
- 3.2 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.
- 3.3 Deliveries are accepted from Monday thru Friday from 8:00 a.m. to 5:00 p.m.

4. PROPOSALDER AFFIRMATION: BY SIGNATURE HEREON

- 4.1 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 Respondent will be removed from all proposal lists.
- 4.2 Respondent affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the Respondent and the College which could be construed as a conflict of interest.
- 4.3 Respondent 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. Respondent acknowledges that making a false statement as to its corporate tax status is a material breach of any resulting contract.
- 4.4 Respondent certifies that neither the Respondent nor any firm, corporation, partnership or institution represented by Respondent 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.
- 4.5 Respondent has not received compensation for participation in the preparation of the specifications for this Competitive Sealed Proposals.
- 4.6 Under Section 2155.004, Texas Government Code (re: collecting state and local sales and use taxes) Respondent 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.
- 4.7 Respondent 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.

- 4.8** Respondent certifies, if awarded a contract, that Respondent 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 Respondent, or any agent, employee, respondent or supplier of Respondent in the execution or performance of the contract.

Exhibit E

PURCHASE ORDER/CONTRACT TERMS AND CONDITIONS

1. Except when issued to carry out a written agreement signed by Respondent 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, Respondent 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, Respondent affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the der and the College which could be construed as a conflict of interest
3. The Respondent certifies that neither the Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent 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 Respondent 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/contract 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 Respondent 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/contract entitled "Shipping Address".

14. Unless otherwise stated in this Purchase Order, title and risk of loss to the goods shall remain with the Respondent 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/contract number must appear on all invoices, packages, statements, and delivery tickets.

17. Respondent 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/contract number.

INSPECTION

18. Unless otherwise specified in this Purchase Order, the goods shall be new and unused. Respondent 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 Respondent under this Purchase order/contract 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 Respondent'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/contract 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/contract shall be binding unless TSC agrees to the modification in writing.

26. TSC reserves the right to cancel this Purchase order/contract at any time upon written notice hereof.

27. However, this Purchase order/contract 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/contract shall be governed by the laws of the State of Texas and suits pertaining to this Purchase order/contract 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.

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY <hr/> Date Received	
<p>1 Name of person who has a business relationship with local governmental entity.</p> 		
<p>2 <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>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & 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 style="text-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 style="text-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 style="text-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>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Signature of person doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Date</p>		

Exhibit G Campus Map



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

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)



<http://tsc.edu/index.php/mytsc/campus-map.html>