

REQUEST FOR PROPOSAL

"Campus Vending Machine Services"

TSC RFP 21-03

Submission Date:
December 10, 2020

Texas Southmost College, 80 Fort Brown, Brownsville, Texas 78520
Phone: 956-295-3423, Fax: 956-295-3408

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:

https://www.tsc.edu/about/purchasing/bid-opportunities/

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
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 Thursday, December 10, 2020 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 the Benito Longoria Conference Room of the Oliveira Student Services Center of the Fort Brown Campus.

All campus visits will need to comply with the Coronavirus Disease 2019 (COVID-19) regulations to prevent virus spreading such as; social distancing and facial covering. For more information, consult the following website: https://www.cdc.gov/coronavirus/2019-ncov/index.html

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 Tuesday, December 1, 2020 at 2:00 p.m. Please join via zoom meeting to the following access site:

Join Zoom Meeting

https://texassouthmostcollege.zoom.us/j/96788123356?pwd=aUczdEdtTDNpdHovdUg0dnZBOFMrQT09

Meeting ID: 967 8812 3356
Passcode: 958719
One tap mobile
+13462487799,,96788123356# US (Houston)
+12532158782,,96788123356# US (Tacoma)

Dial by your location
+1 346 248 7799 US (Houston)
+1 253 215 8782 US (Tacoma)
+1 669 900 6833 US (San Jose)
+1 929 436 2866 US (New York)
+1 301 715 8592 US (Washington D.C)
+1 312 626 6799 US (Chicago)
Meeting ID: 967 8812 3356

Find your local number: https://texassouthmostcollege.zoom.us/u/ajaS24gcj

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:

Selection Criteria	Weights
(1) Royalty and financial consideration.	55%
(2) The respondent's qualifications.	5%
(3) The respondent's ability to provide goods and services.	10%
(4) The respondent's past performance on comparable projects.	8%
(5) The respondent's ability to comply with project schedules.	8%
(6) The respondent's warranty and service support policy.	5%
(7) The impact of the ability of the College to comply with laws and rules relating to Historically Underutilized Businesses (HUB).	1%
(8) Principal place of business in the State of Texas and/or number of employees in this state.	1%
(9) Any other relevant factor provided in response to the request contained herein.	2%
(10) Ability to provide timely professional services by having corporate or branch offices within the Texas Southmost College District.	5%
Total	**100%**

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

1. ROYALTY AND FINANCIAL CONSIDERATION.
   Please complete Pricing Proposal Form Exhibit A.

2. THE RESPONDENT'S QUALIFICATIONS.

   - Provide a detailed description of your company, including the total number of supporting personnel related to providing the services required in this RFP.

   - Provide resumes of the team that will be directly involved in the project, including their experience with similar projects. Attach a brief biography describing the experience of the person assigned to handle this account.

3. THE RESPONDENT'S ABILITY TO PROVIDE GOODS AND SERVICES.

- Demonstrate company's understanding, knowledge and experience of providing the services of the type and kind required in this RFP.

- 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.

- Provide license to do business in Texas and proof that your company has at least 5 years' experience in providing requested services in this RFP.

- Provide a complete list of proposed products to be vended. This list must include brand name, portion size, and proposed selling price.

4. THE RESPONDENT'S PAST PERFORMANCE ON COMPARABLE PROJECTS.

   Identify and describe the company's past performance for providing services to higher education institutions (including TSC), 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

   If available, provide color images (photographic reproductions) of proposed good and/or services and other information such as specifications, manufacturer's data sheet, etc.

5. THE RESPONDENT'S ABILITY TO COMPLY WITH PROJECT SCHEDULES. Describe your approach in assuring timely implementation/transition of services to the College.

6. THE RESPONDENT'S WARRANTY AND SERVICE SUPPORT POLICY: Describe your warranty services and service support philosophy.

7. 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___.

8. PRINCIPAL PLACE OF BUSINESS (CORPORATE OFFICE) IN THE STATE OF TEXAS AND/OR NUMBER OF EMPLOYEES IN THIS STATE. Provide number of employees in the State of Texas.

9. ANY OTHER RELEVANT FACTOR PROVIDED IN RESPONSE TO THE REQUEST CONTAINED HEREIN.

10. ABILITY TO PROVIDE TIMELY PROFESSIONAL SERVICES BY HAVING CORPORATE OR BRANCH OFFICES WITHIN THE TEXAS SOUTHMOST COLLEGE DISTRICT.

REFERENCES: 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.

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 four (4) 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.

Based on COVID-19 contingency, TSC presents the option for potential vendors to contract local companies in Brownsville to print and deliver proposals for them in case that doing it in person would represent a problem for anybody. Interested Respondents need to make arrangements directly with these companies for logistics purposes.

Office Depot
515 E Morrison Rd.
Brownsville, Texas
Contact: Anthony, 956-350-8577

FedEx Print and Ship
1100 N Expressway Suite A
Brownsville, Texas 78521
Contact: Cynthia, 956-504-6002

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. Exhibit G – FELONY CONVICTION NOTIFICATION
6. Certification of Franchise Taxes of Account Status.
7. Certification of Authority to conduct business in the State of Texas (or other state).
8. Proof of Insurance.
9. Completed Form 1295 from the Texas Ethics Commission's website.
10. 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. SCOPE OF WORK:

The purpose of this solicitation is to select one or more suppliers to furnish vending machine services for beverage and/or snack products. The selected supplier must furnish full service vending by providing the equipment, product, and services required for a complete vending machine operation. The awarded contract will include exclusive rights to the vending machines for the TSC campuses.

Respondents are encouraged to propose terms and conditions offering the maximum benefit to the College in terms of services to Students, Faculty, and Staff, and total overall consideration for this institution.

Applicability of Educational and Local Government, and any other available discounts should be strongly considered by Respondents.

DESCRIPTION OF SERVICES: The description of services must include but are not limited to the following:

Type of Vending Machines: The vending machines operated on Campus by Contractor must be new or comparable to the conditions of a new machine, must contain coin changer, dollar bill reader/changers, credit/debit card reader and must be of a size and type acceptable to College.

Products Vended: Contractor will maintain new Products in its vending machines and will ensure that all Products vended shall conform in all respects to local, state, and federal laws and regulations relating to the standards of food and drink and shall be suitable for human consumption in all respects.

Contractor will stock its machines adequately, with only the products, brands, and sizes that College specifies, and will not change products, brands or sizes without College's permission.

On-call Services: Contractor will provide on-call maintenance and repair service for its machines 24-hours a day, seven days a week. Contractor will make available to College a toll-free telephone number for service calls, and will respond on-site to calls within four hours between 7:30 AM and 5:30 PM, Monday through Friday, and within 24 hours during weekends. Contractor will keep at least one on-duty supervisor available from 8:00 AM to 5:00 PM each day that College is open, and at least one on-call supervisor available at other times. Contractor's representatives may enter the Campus at reasonable times to install, repair, supply, and remove its machines.

Maintaining Machines: Contractor shall service all its vending machines and related equipment as often as is necessary to keep the machines and equipment properly supplied and in good working order. Contractor will maintain a program of regular preventive maintenance and replacement of worn, damaged, or malfunctioning machines. College may require Contractor to replace machines that cannot be returned to service within five working days of the service call. Replacement machines will be of a type and condition at least equal to the machines that are replaced. Contractor will keep its vending machines neat and sanitary. Contractor will clean all spills that occur while filling, cleaning, or maintaining its machines, clean the front of each machine each time Contractor restocks or services it, and remove packaging and waste from the Campus after each service call. Contractor shall cooperate with College to promptly remedy any sanitary problems related to Contractor's machines.

Inspecting and Restocking Machines: Contractor will inspect and restock its machines at least once a day. Contractor shall offer for sale only those Products that College has approved as to brand and size. Contractor will not alter the range of products, brands, or sizes it offers for sale in vending machines without written permission from College, which shall not be unreasonably withheld. In the event that the parties agree that reduced service and modified merchandise selections are appropriate during summer sessions, holidays, or building shutdowns, then any such mutual agreement shall be reduced to writing, signed by both parties, and designated as an amendment to this Agreement.

Refunds: Contractor will provide to College up to one (1) cash fund in the amount of $100.00 per year, which shall be used by College for making refund payments available at locations on Campus that College designates. Contractor shall make additional funds available to College as required to maintain each fund at a level adequate to pay refunds promptly as they are requested. Contractor will supply a written form, mutually agreeable to both parties that can be used as a voucher for submitting refund claims. The form will include space for claimants to identify (1) the type of machine, (2) the machine location, (3) the amount of the loss, (4) a description of how the loss occurred, (5) the date of the loss, and (6) the claimant's signature.

Financial Statement, Reports, and Bond: Contractor must present to College at the time of contracting a financial statement prepared by a certified public accountant licensed in Texas. Contractor must provide a payment statement monthly supported by quarterly sales tax reports for each quarter. The awarded Contractor must provide a monthly Commissions Report.

Cost of Operation: Contractor shall have sole responsibility for paying all costs for installing, operating, servicing, and replacing its vending machines and any necessary related equipment.

College shall furnish Contractor with electrical energy and water for operation of Contractor's vending machines on Campus free of cost. Contractor shall absorb all money shortages that may develop due to theft, burglary, inoperable vending machines or other cause.

Signs: Contractor will not post signs or posters in the vending machines area, or elsewhere on Campus, and will not engage in any marketing or promotional activity on the Campus without full compliance with all local, state and federal laws and advance written permission of the College in each instance.

Personnel: Contractor will provide each of its employees with an identification badge and shall require the employee to carry that badge while on Campus to ensure that person has authorized access to Contractor's machines and other equipment.

Licenses, Permits, Taxes, Laws and Regulations: Contractor will obtain, maintain in effect, and pay the cost of all licenses or permits necessary for its performance of this Agreement and will pay all taxes, excises, payroll deductions, employee benefits, fines, penalties, or other payments required by federal, state, or local law, ordinance, or regulation in relation to its duties under this Agreement. Contractor will make proper sales tax returns and payments to the State Comptroller of Public Accounts, Payment of sales tax will not reduce College's royalty on gross sales under this Agreement.

Contractor will comply with, and will be responsible for requiring its officers, agents, and employees to comply with all applicable federal, state, and local laws, ordinances, rules and regulations, as well as the College Rules.

SECTION 8. CONTRACT AWARD PROCESS

RFP Project Schedule

Newspaper Advertisements: Wednesday, November 18 and 25, 2020
Pre-proposal conference: Tuesday, December 1, 2020
Deadline to receive questions: Wednesday, December 2, 2020 before 5:00 p.m.
Deadline to issue addendums: Friday, December 4, 2020 before 5:00 p.m.
Deadline to submit proposals: Thursday, December 10, 2020 before 2:00 p.m.
Estimated award: January 2021 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 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 nineteen (19) months commencing on February 1, 2021 through August 31, 2022. This contract will have the option to renew for three (3) additional one-year terms 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 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. All Open Records/Public Information Requests should be directed to the Office of the President.

Public Information
Texas Southmost College
80 Fort Brown
Brownsville, TX 78520
public.information@tsc.edu

SECTION 9. GENERAL CONTRACT 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.

DISCLOSURE OF INTERESTED PARTIES: 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. Award Respondent at the time the contract is signed 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 the contract signed.

DELINQUENT FRANCHISE TAXES: Each corporation contracting with the College 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.

CERTIFICATION: Respondent 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.

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.

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, correspondent 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 $2,000,000 aggregate	$1,000,000 Ea. occurrence
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,

E X H I B I T S

Exhibit A

PRICING FORM

Note: Mark outside of envelope, Proposal For:

"Campus Vending Machine Services"
TSC RFP 21-03"

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.

Having carefully examined the statement of work, description of services and other requirements of this Request for Proposal and any attachments thereto, the undersigned process to provide services as required will be priced as listed below.

Respondents can submit proposals for scenario A or B. Each proposal shall be all inclusive.

Royalty. As part of the financial consideration, Respondents must propose to pay the College a percentage of monthly gross sales (after exclusion of sales tax) obtained from the total amount of units sold from all vending locations.

Annual or Monthly Installment Payment. As part of the financial consideration, Respondents must propose to pay a base annual or monthly payment to the College.

Scenario A			
Beverages	**5 Year Contract**		
	Royalty	$ _____	Monthly
	Installment Plan	$ _____	☐ Annual/☐ Monthly
	10 Year Contract		
	Royalty	$ _____	Monthly
	Installment Plan	$ _____	☐ Annual/☐ Monthly

Scenario B			
Snacks	**5 Year Contract**		
	Royalty	$ _____	Monthly
	Installment Plan	$ _____	☐ Annual/ ☐ Monthly
	10 Year Contract		
	Royalty	$ _____	Monthly
	Installment Plan	$ _____	☐ Annual/ ☐ Monthly

Number of days required for installation after notice of award is received: _____

Contractors with the capacity to provide a combined single proposal including Scenario A and Scenario B may submit financial consideration as follow:

Scenario C			
Beverages and Snack	**5 Year Contract**		
	Royalty	$ _____	Monthly
	Installment Plan	$ _____	☐ Annual/ ☐ Monthly
	10 Year Contract		
	Royalty	$ _____	Monthly
	Installment Plan	$	☐ Annual/ ☐ Monthly

Number of days required for installation after notice of award is received: _____

Additional Considerations. Respondents are also encouraged to proposed additional financial considerations to the College as part of the proposal including:

- Product Donations
- Additional Compensation Offered

Respondents are able to provide additional offers for review and consideration as deemed appropriate.

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

_____
Date

_____
Firm

_____
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 Respondent

_____

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 RESPONDENT'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 Respondent; (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 Respondent's preparation of a response to this RFP/.

2.1.2 Respondent is a reputable Respondent 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, sub Respondent, or supplier of Respondent in the execution or performance of any contract or agreement resulting from this RFP/.

2l.l0 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 Respondent 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 Respondent, 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 Respondent'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 Respondent'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 Respondent , 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 Respondent.

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 Respondent.

2.14 Respondent should complete the following information:

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

If Respondent is a Corporation, then Respondent'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)

(Respondent'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 Respondent 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 Respondent 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, 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, 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 G

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person, owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."
Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD CORPORATION, BUT THE RESPONDENT REPRESENTATIVE MUST CHECK OFF A SELECTION BELOW (A, B, OR C)

I, the undersigned agent for the Respondent named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

RESPONDENTNAME:

_____

AUTHORIZED RESPONDENT OFFICIAL'S NAME (PRINTED) AND SIGNATURE:

_____

DATE: _____

******* PLEASE CHECK OFF A SELECTION BELOW*******

( ) A. My Respondent is a publicly held corporation, therefore, this reporting requirement is not applicable.

( ) B. My Respondent is not owned and/or operated by anyone who has been convicted of a felony.

( ) C. My Respondent is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon:

_____

Details of Convictions(s): _____

_____

_____

_____

Exhibit H
Campus Map

