



TEXAS SOUTHMOST
COLLEGE

“Library Services Platform”

TSC RFP 21-12

**Submission Date:
March 25, 2021**

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:

Nilda Mora
Purchasing Specialist
Purchasing Office
Tandy 207
80 Fort Brown
Brownsville, Texas 78520
nilda.mora@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, March 25, 2021 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 201 Conference Room of the Tandy Building 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 Monday, March 22, 2021 at 10:00 a.m. Please join via zoom meeting to the following access site:

Join Zoom Meeting

<https://texassouthmostcollege.zoom.us/j/96127604960?pwd=ZlpuaFZTQVpyUHRlbnM5ZDEycjg3UT09>

Meeting ID: 961 2760 4960

Passcode: 597947

One tap mobile

+13462487799,, 96127604960# US (Houston)

+12532158782,,96127604960# 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)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington D.C)

Meeting ID: 961 2760 4960

Find your local number: <https://texassouthmostcollege.zoom.us/j/96127604960>

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) The pricing of goods and services.	20%
(2) The respondent's qualifications.	27%
(3) The respondent's ability to provide goods and services.	30%
(4) The respondent's past performance on comparable projects.	5%
(5) The respondent's ability to comply with project schedules.	5%
(6) The respondent's 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.	1%
(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. THE PRICING OF GOODS AND SERVICES.

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.

- This evaluation criteria will take into consideration the qualifications submitted in response to questions and requirements included in Section 7 (Scope of Work) of this RFP.
- Demonstrate company's interaction with libraries and/or librarians in the development of the product.
- 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.

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.

- *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 DELIVERY SCHEDULES. Describe your approach in assuring timely delivery of these goods/services.
6. THE RESPONDENT'S WARRANTY AND SERVICE SUPPORT POLICY: Describe your warranty service support philosophy and service implementation plan for this project.
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. Indicate that the platform is appropriate for growing library needs.

10. Ability to provide timely professional services by having corporate or branch offices within the Texas Southmost College District or surrounding vicinities.

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.

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 library desires an organization to provide services to support a secure, open source, modern library services platform (LSP). We are interested in a system that includes a Discovery Service, easy to use applications for reports, cataloging and circulation. The platform should include implementation, training, and support along with the ability to interact with other software such as RFID or EM tattle tape gates and software. It is strongly preferred that the LSP is open-source software. Must include all aspects of the software including security and performance.

1. Implementation and Support – Describe the installation process along with types of support.

- Time expectations
- Training
- Support during and after implementation

The library may be interested in additional services, including assistance with connecting to campus services, including student information system, campus accounting, identity management systems, as well as customization and integration with an existing or new discovery solution.

Please describe any additional professional services and how these would be negotiated, priced, and agreed-upon with a contract and/or statement of work (SOW).

Please describe how you approach system implementation including:

- Analysis of the library's current environment
- Data migration and testing
- Integrations
- Training

The library might be interested in partial or phased migrations and Implementations; for example, we would consider starting with electronic resource management only first before migrating to the system. Please describe how you support a phased implementation of the system.

2. Server Space - Include information about server space.

- Does your system include off site server space?
 - Is this backed up?
- Does your system require our institution to provide server space?

Please explain all that is required of the TSC Digital Library to provide if necessary.

3. Development – Describe how and why the LSP software was developed.

- Considerations taken in development.
- Professionals involved.
- Types of libraries for which the software was developed.
- Innovation.
- Future developments.

4. System Architecture - The LSP must demonstrate development efforts and contributions from multiple teams, which may constitute different libraries and / or service providers who work in parallel and focus on their area of expertise. Describe the underlying system architecture with emphasis on the way the architecture:

- May be based on smaller, independent components developed by different teams from different libraries or service providers.
- Ensures continued development of applications and the functions they address.
- Supports the ability to develop and integrate applications from multiple suppliers.
- Supports the ability for the library and / or third-party developers to add new or enhanced functionality to existing components, modules, applications or domains (e.g. circulation, acquisitions).
- Supports the ability for the library to update or enhance the system either independently or by working with a third-party developer of the library's choosing.

5. System APIs - The library seeks greater levels of control over the systems and services that it will use now and in the future. As such, the LSP must be interoperable and include open, documented APIs to support external functions. Describe your system's support and strategy for APIs with emphasis on how the system APIs support and ensure the following:

- APIs should be available for use without any restriction by the library.
- APIs should be open to multiple providers of the library's choosing.
- APIs must support the automated harvesting of cataloging content and support the library's preferred discovery service with no restrictions or limitations.
- APIs must support patron functionality in third-party systems including the discovery service of the library's choosing. Patron functionality must include, and is not limited to, account view and management, place and cancel holds. Note that 'renew item(s)' must use well-documented APIs and be designed to work with the library's preferred discovery service.

If any additional costs or contract terms exist that would limit the library's ability to have the LSP interoperate with solutions of any supplier, please describe these below.

6. Domains and Applications - The system must include the domains that support the library's operations such as circulation, acquisitions, etc. Each domain must be comprised of multiple, smaller apps (for example a check-in or checkout app within the circulation domain). Describe:

- The domains, operations or business functions supported in the LSP that are either available or in development.
- The individual apps that comprise each domain that are either available or in development.

6. Acquisitions - Acquisitions work must support the fundamental tasks of procuring content in all formats for use by library patrons, including vendor identification, purchasing, receiving and budget management. Automated processes, including integrations with content vendors and campus financial systems, must work seamlessly and efficiently.

The system must include individual apps within the acquisitions domain to manage vendors, budgets, orders and invoicing.

- Describe which apps are available within the acquisitions domain of your LSP.
- Describe how the LSP enables library staff to effectively manage its core tasks to support collection development and the procurement of content and services for library patrons while eliminating the need for double entry both externally and within the platform.

7. Inventory - The LSP must support descriptive metadata from a variety of sources, which must be presented in a uniform, abstracted form for the management of the collection regardless of the format or content rules used to describe a resource.

- Describe the structure of the LSP's inventory domain.
- Describe how records in the LSP are represented in an abstracted form.

8. E-resources Management – The LSP must support the management of electronic resources. The LSP must allow for the management of agreements and the integration of multiple knowledge bases. Describe:

- The ways in which the LSP supports the integration of knowledge bases.
- Which knowledge bases are currently supported or planned to be supported.
- The ways in which the LSP reduces manual entry of data.
- The method and frequency that license and holdings data is updated automatically into KBs for use in Discovery and Link Resolvers.
- The ways in which the LSP provides for tracking of critical subscription information such as licenses, contacts, renewal and cancellation deadlines, usage data and more.

9. User Management - The LSP must include a separate user management application to manage staff, faculty and students. Please confirm and provide additional detail or explanations as needed for the features and functions noted below.

- All users must be stored in the same data file.
- The LSP must not make any distinctions between the different types of users other than the rights they are given in the system.
- The LSP must provide flexible ways in which user rights are managed in the system.
- The LSP must support single sign-on.
- The LSP should allow existing campus login accounts to be used within the discovery service and the library services platform.

10. Circulation - The LSP must support the checking out and discharging of library materials. Furthermore, the LSP must support different patron types, loan types, fines and fees structures, recalls, holds, and user/patron notifications as well as reporting functions.

- Describe which apps are available within the circulation domain of your LSP.
- Describe how the LSP enables library staff to effectively manage core circulation tasks including checking in and out of materials, requests, defining of circulation rules, managing of course reserves and ILL requests.
- Describe modern communication integrations for notices, reminders and receipts.

11. Cataloging - The LSP must support essential bibliographic management functions: creating, editing, suppressing, deleting, importing, exporting, replacing, overlaying, and reporting. The metadata management schema must be able to support multiple formats of content (e.g. MARC21, Dublin Core) in a data-agnostic layer.

- Describe the essential data elements of bibliographic control and metadata management in your system.
- Describe how multiple data formats can be managed using the LSP inventory function.
- Describe support for the various formats/schema, including metadata storage and harmonization between traditional library materials, knowledge bases, and other forms of information managed by libraries.
- Describe support for core authority functions and the creation and loading of authority records.
- Describe how the LSP supports data interchangeability and provides for inter-library cooperation.

12. User Interface - The LSP must feature a modern user interface that provides for an easy and intuitive way to understand the workflows, the presentation of information and navigation within the system. Describe and add screenshots where possible to show how staff users can:

- Readily navigate between the LSP's multiple apps.
- See a single column with information before expanding into additional detail.

In addition, the user interface must easily support localization requirements and support responsive design, so the LSP may be used on a tablet, laptop or desktop. Please describe if the user interface supports responsive design.

13. Reporting/Analytics - Hosting services for the proposed LSP must include a modern reporting solution. The reporting solution must cover reporting on the essential functions of the LSP, for both physical and electronic resources, in addition to apps including circulation, acquisitions and others.

Reporting should be a real-time solution built on modern components, including data visualization, which allow the library to view reports in multiple, graphical displays

Please describe the reporting solution being proposed.

SECTION 8. CONTRACT AWARD PROCESS

RFP Project Schedule

Newspaper Advertisements: Wednesday, March 10, and March 17, 2021

Pre-proposal conference: Monday, March 22, 2021 at 10 a.m.

Deadline to receive questions: Monday, March 22, 2021 before 2:00 p.m.

Deadline to submit proposals: Thursday, March 25, 2021 at 2:00 p.m.

Estimated award: April 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 one (1) year starting September 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. However, nothing in this RFP prohibits the College to negotiate different contract terms not specified herein, at the sole discretion of the College.

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, 2009.

EXHIBITS

Exhibit A
PRICING FORM

Note: Mark outside of envelope, Proposal For:

“Library Services Platform”

TSC RFP 21-12

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 RFP and any attachments thereto, the undersigned process to provide services as required will be priced as follows: \$_____

If applicable, the proposal must include a detailed itemized pricing for each of the requested products listed in the scope of work. A list of additional products may be included in the proposal. The pricing proposal must clearly state the contract term options available. TSC will determine, in consultation with the awarded Respondent which solution products will satisfy requirements for the College.

Delivery days after purchase order is released: _____

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: _____

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.

Respondent must include in the proposal a notice as to whether the person submitting the proposal or an owner or operator of the business entity has been convicted of a felony and the description of

the conduct resulting in the conviction. The contract may be terminated if it is determined that the person or business entity failed to give notice or misrepresented the conduct resulting in the conviction.

The Respondent, in compliance with the invitation for proposal on workers' compensation coverage, having examined the specifications and being familiar with all conditions in the specifications, hereby proposes to provide the services in accordance with the proposal documents on the attached response sheets.

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal."

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/.
 - 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 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 data 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

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.

1. 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
2. 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.
3. 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.
4. 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
5. 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.
6. 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

7. 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.
8. 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.
9. 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

10. F.O.B Destination Freight prepaid unless delivery terms are specified otherwise in the quote/.
11. Deliveries are accepted from Monday thru Friday from 8:00 a.m. to 5:00 p.m. except during Holidays.
12. The place for delivery should be that set forth in the block of the Purchase order/contract entitled "Shipping Address".
13. 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.
14. 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

15. The Purchase order/contract number must appear on all invoices, packages, statements, and delivery tickets.
16. 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

17. 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.
18. 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

19. College is exempt from State Sales Tax and Federal Excise Tax. Do not include in invoice. Tax Exemption Certificate furnished upon request.
20. 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.
21. 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.
22. 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.
23. 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

24. 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.

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

26. 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

27. 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

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.	_____ Name of Officer	
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7	_____ Signature of vendor doing business with the governmental entity Date	

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

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Exhibit G

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

