



INVITATION FOR COMPETITIVE SEALED PROPOSALS

“Housing Management Application”

RFP 201508

Posted Date: 5-18-15

Forms must be completed and returned for consideration.

Proposal Closing Date/Time: at 3:00 PM Central Standard Time: 6-18-15

Mail Proposals to:

Texas State Technical College
Procurement Office
Attn: Melissa Warren, CTPM
RFP 201508
3801 Campus Dr
Waco, TX 76705

Hand Deliver Proposals to:

Texas State Technical College
Procurement Office
Attn: Melissa Warren, CTPM
RFP 201508
103 10th St. (on campus address only)
Waco, TX 76705

Scope of Work questions should be directed to:

Melissa Warren (melissa.warren@tstc.edu)

Faxed Proposals will not be accepted.

Emailed Proposals will not be accepted.

Show RFP Number, Opening Date and Time on Return Envelope.

Note: Proposals must be received at Technical State Technical College before the hour and date specified for receipt of Proposal. Only sealed proposals will be accepted. **FAXED/ELECTRONIC PROPOSALS WILL NOT BE ACCEPTED.**

Proposals will be date/time stamped upon arrival. The date/time stamp used will be the official clock for proposal opening time. Proposals will be opened after the date shown and evaluated based on a Best Value Criteria to be set by TSTC.

Late Proposals will **not** be accepted or considered for review. Proposals received after the stated deadline for submittal will not be accepted under any circumstances and will be returned to Proposer unopened.

Please sign your proposal. Failure to do so will automatically disqualify your submission.

Proposals qualified with conditional clauses, or alterations or irregularities of any kind are subject to disqualification by TSTC, at its option.

After the evaluation process of the proposals, it is our intention to make an award in the form of a state purchase order. TSTC reserves the right to the method of evaluation and award and reserves the right to reject any or all proposals or waive irregularities it deems necessary.

Open records requests for Bid Tabs or Award Notices will be available after an award has been made. Requests to be addressed to: Jerry Sorrells via email at: jerry.sorrells@systems.tstc.edu or by visiting the Electronic State Business Daily website at: <http://esbd.cpa.state.tx.us> or the TSTC Procurement website at: <http://tstc.edu/procurement>

By signing the proposal, the proposer agrees to comply with all terms and conditions of the invitation for competitive sealed proposals and any purchase order or contract that is issued pursuant to the award made. TSTC reserves the right to award on an "All or None" basis or "Line Item" basis. TSTC also reserves the right to reject any proposal submitted. TSTC reserves the right to cancel the order at any time due to delay or non delivery as proposed. TSTC terms are Net 30 days.

Table of Contents

Section 1:	General Information	4
Section 2:	Scope of Work	5
Section 3:	RFP Requirements	9
Section 4:	Execution of Offer	11
Section 5:	RFP Procedures	14
	General Terms and Conditions	16
	Vendor Information Sheet	18

SECTION 1
GENERAL INFORMATION

1.1 **Purpose of the Request for Proposals** -- Texas State Technical College (TSTC) – Waco is one of eleven colleges in the Texas State Technical College System soliciting proposals from qualified firms for software applications for the purpose of managing residential properties. The vendor should consider multiple TSTC locations which include Fort Bend, Harlingen, Ingleside, Waco, Hutto, Sweetwater, Abilene, Breckenridge, Brownwood, Marshall and Red Oak.

***NOTE:** TSTC System is seeking single accreditation and may be operating as one college after mid-July 2015, pending approval.

Successful Proposers will be expected to meet the requirements specified in this Request for Proposal (hereinafter referred to as “RFP”) document.

By means of this RFP, TSTC invites all qualified Proposers to submit Proposals in accordance with the requirements outlined in this RFP. TSTC anticipates that, based on its review and evaluation of the Proposals received pursuant to this RFP, it will select a Proposer and execute a contract whereby the Proposer renders sale to TSTC, in accordance with terms and conditions set forth in the contract. Successful Proposers will be required to conform to all federal and state regulations including, but not limited to Texas, as they apply to the services provided.

1.2 **Information about Texas State Technical College System** -- TSTC is a state-supported, technical college system that services students throughout the state of Texas. The college system includes eleven colleges at the following locations: Fort Bend, Harlingen, Ingleside, Waco, Hutto, Sweetwater, Abilene, Breckenridge, Brownwood, Marshall and Red Oak.

1.3 **Historically Underutilized Business (HUB) Firms** -- TSTC endeavors to promote full and equal opportunity for businesses to supply TSTC with goods and/or Services that are necessary to support TSTC's educational mission. In this regard, TSTC commits to select Proposers in accordance with (i) needs, (ii) resources, (iii) HUB goals and guidelines established by the Texas Legislature and the Texas Building and Procurement Commission, and (iv) policies and procedures for contracting with Historically Underutilized Businesses.

1.4 **TSTC's Right to Reject** -- This RFP does not commit TSTC to select a Proposer or to award a Contract to any Proposer. TSTC reserves the right to accept or reject any or all proposals, to waive informalities and minor technicalities, or to cancel this RFP in part or in its entirety, according to what is in the best interest of TSTC.

SECTION 2
Scope of Work

2.0 **Scope of Work:**

2.0.1 Description: Implement a software solution enabling us to provide more effective customer service, improving tenants self-services options as well as allowing a more efficient access to tenant records and improving communication, while streamlining and automating manual office processes through web based processes to provide better customer service.

2.0.2 Feature requirements (20 points):

1. **Security:**

1. Proposer will establish and maintain a software application for campus housing records. TSTC retains sole ownership and remains the custodian of all institutional records stored in proposers system. Proposer will not access these records without TSTC's written consent. The need for accessing records must be identified on the response.
2. Allow TSTC users to access the system using TSTC's LDAP or Active Directory services.

2. **Infrastructure requirements:**

1. Proposer will be responsible for installing, maintaining and updating the equipment used to provide this service, including maintenance of all core application hardware and software.
2. Proposer agrees to perform applicable troubleshooting of errors for no additional charge.
3. Proposer will provide direct electronic mail, telephone, and online technical support for individuals specified by TSTC.
4. Additionally, a 24 hour, 7-day a week telephone number will be available for problem reporting.
5. Proposer will provide a calendar of any scheduled maintenance or updates with an estimate of time to completion.
6. Proposer agrees to notify TSTC of any unscheduled maintenance within "24" hours of the emergency maintenance being applied.

7. Proposer will provide encrypted data backup, restore and disaster recovery capabilities. Please explain how this is achieved.
 - a) Provide any applicable cost or fees associated with restore or disaster recovery services.
8. For locally hosted applications, specify both (1,000 single location or 5,000 statewide):
 - a) Provide the amount of required storage for an institution of our size
 - b) Provide the necessary server configuration or configurations that may be used by your application. Include OS, RAM, CPU's, etc. and whether a virtual environment is acceptable or a physical environment is required.
3. The system shall have the following capabilities:
 1. Allow perspective tenants to apply for housing online, incorporating self service options for room or housing type selection
 2. Provide for online automatic or manual assignment of applicants to spaces
 3. Provide a method for managing and tracking all forms of communications with applicants and current residents as well as user defined groups
 4. Allow TSTC to generate documentation and correspondence related to applications
 5. Allow TSTC to maintain tenant records including dependent/spouse records within family housing units
 6. Allow TSTC to generate statistical summaries derived from the customers information in the database
 7. Allow TSTC to draw pre-defined demographic data from the customers student information system into the proposer's system where technically feasible
 8. Provide integration with other College information systems
 9. Allow TSTC staff to access the proposers system electronically via a tiered permissions system with local access controlled and granted by TSTC
 10. Proposer shall provide enough storage to accommodate TSTC's current and growing data storage needs.
 - a) Please provide the matrix used to identify any disk space limitations and pricing matrix should storage levels be exceeded.
 11. The URL used to access the proposer's application should be customizable to a TSTC Internet domain.

4. Additional desired functionality:
 1. Provide ability to process online payments and deposits through the College's payment processing service
 2. Provide online room inspection/inventory capabilities and reporting
 3. Provide ability to create customizable web forms
 4. Mobile user friendly or provide a smartphone app. Please list compatible browsers and/or devices.
 5. Provide online self-service roommate selection with definable criteria
 6. Provide for future expansion of system to include access control features
 7. Proposer should provide the ability for TSTC to opt-in to securely exchange information electronically with other institutions and vendors who are part of the proposers network
 - a) Please provide and explain the method used to securely exchange data.
5. Training – Proposer will provide a comprehensive, on-site training in the use of the Proposer's system for customers' staff that will utilize the proposer's system.
6. System implementation:
 1. Data Migration – Customer agrees to provide any required base data in a common file format for the use of importing data.
 2. Provide a list of acceptable data formats that the application uses for the purpose of importing data.
 3. Provide an overview of the data migration process will work for the purpose of implementation and day-to-day use of the application.
7. Termination of Services –
 1. Provide an overview of how TSTC will be able to recoup its data and the file formats available for this purpose.
 2. Provide an overview of how TSTC data will be destroyed in the event Proposer is providing a hosted solution.

2.0.3 Company Profile (10 Points):

Information regarding the proposing company should include but need not be limited to:

1. General description of company
2. High level organizational structure
3. Number of employees in each major area of the company

4. A general history of the company's past two years
5. Evidence of the company's experience and qualifications performing the scope of work described in this RFP

2.0.4 Client References (10 Points):

Information regarding the proposing company should include but need not be limited to:

1. General description of company
2. High level organizational structure
3. Number of employees in each major area of the company
4. A general history of the company's past two years
5. Evidence of the company's experience and qualifications performing the scope of work described in this RFP

2.0.5 FERPA, HIPAA & CLERY Compliant (15 points):

Proposer must submit information, documentation and other pertinent materials ensuring compliance with the above federal regulations.

2.0.6 Demonstration & Interview (10 points)

2.0.7 Pricing breakdown (25 points):

1. 1 YR (single college)
2. 1 YR (all locations within the TSTC System)
3. 3 YR (renewal for both single and TSTC System)

SECTION 3
RFP REQUIREMENTS

3.1 **Right to Modify, Rescind, or Revoke RFP** -- TSTC reserves the rights to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of TSTC executes a Contract with the Selected Proposer.

3.2 **Compliance with RFP Requirements** -- By submission of a Proposal, a Proposer agrees to be bound by the requirements set forth in this RFP. TSTC, at its sole discretion, may disqualify a Proposal from consideration, if TSTC determines a Proposal is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFP.

3.3 **Binding Effect of Proposal** -- Unless otherwise agreed in writing, signed by an authorized agent of TSTC, each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted for Services.

3.4 **Signature, Certification of Proposer** -- The Proposal must be signed and dated by a representative of the Proposer who is authorized to bind the Proposer to the terms and conditions contained in this RFP and to compliance with the information submitted in the Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Proposal to bind the Proposer to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.

3.5 **Requirements for Submission** -- The Proposal shall be entitled **“Housing Management Application - RFP 201508”** and shall clearly state the Proposal Opening Date and Time and Title identified.

By Hard Copy Submission:

The Respondent must submit one (1) signed Proposal clearly marked “Original” along with two (2) copies. The Proposal and accompanying documentation are the property of TSTC and will not be returned. TSTC will no longer provide “delivery or hand stamp” receipt of bids/proposals or proof of delivery of bid/proposals which are delivered by hand or courier. No proof of delivery shall be necessary.

The Proposal should be sent to TSTC at one of the following addresses:

By U.S. Mail/Overnight/Express Mail

Texas State Technical College
Procurement Office
Attn: Melissa Warren, CTP
RFP 201508
3801 Campus Drive
Waco, TX 76705

By Hand Delivery (on campus address only)

Texas State Technical College
Procurement Office
Attn: Melissa Warren, CTP
RFP 201508
Patterson Hall, 2nd Floor
103 10th Street, TSTC Campus
Waco, TX 76705

3.6 **Deadline for Proposals** -- Proposals must be received in the TSTC Procurement Office, at the address specified in Section 3.5 of this RFP, no later than **Thursday, June 18, 2015 at 3:00 p.m.**

ANY PROPOSAL RECEIVED AFTER EXPIRATION OF THE DEADLINE WILL BE IMMEDIATELY DISQUALIFIED FROM CONSIDERATION, AND WILL BE RETURNED UNOPENED TO THE PROPOSER.

3.7 **Risk of Loss, Damage, Delay** -- Proposer acknowledges and agrees to release and hold harmless the TSTC System, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to delivery of the Proposal or failure to deliver the Proposal to the Purchasing Office at TSTC, as designated in Sections 3.5 and 3.6 of this RFP.

3.8 **Ownership of Proposals** -- All Proposals becomes the physical property of TSTC upon receipt.

3.9 **Use, Disclosure of Information** -- Proposer acknowledges that TSTC is an agency of the State of Texas, and is therefore required to comply with the Texas Public Information Act. Tex. Government Code Ch. 552. If a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "**PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION.**" To the extent permitted by law, information labeled by the Proposer as proprietary will be used by TSTC only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Proposer selected.

3.10 **Costs of Participation** -- TSTC specifically disclaim responsibility, and/or liability, for all costs, expenses, or claims related to or arising out of the Proposers participation in this RFP process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the Proposal and the information relevant to the Proposal.

3.11 **Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, University Policies and Procedures.** By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the Texas State Technical College System. System policies and procedures may be accessed at the following Internet address: **<http://www.tstc.edu>**

SECTION 4: EXECUTION OF OFFER
RFP 201508: Housing Management Application

- 4.1 Respondents shall carefully read the information contained in the following sections and submit a complete statement of Proposal that is responsive to all items in Section 2 and Section 3. An incomplete proposal will be considered non-responsive and subject to rejection.
- 4.2 This Execution of Offer must be completed, signed and returned with the Respondent's submittal. Failure to complete, sign, and return this Execution of Offer may result in rejection of Respondent's submittal.
- 4.3 Signing a false statement may void the submitted proposals or any agreements or other contractual agreements that may result from the submission of Respondent's Proposals. A false certification shall be deemed a material breach of contract and, at TSTC's option, may result in termination of any resulting contract
- 4.4 By signature hereon, Respondent offers and agrees to furnish to TSTC the services described in this RFP and its Proposals, and to comply with all terms, conditions, and requirements set forth in the RFP documents.
- 4.5 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas franchise tax, whichever is applicable. Respondent agrees that each subcontractor under contract will also provide a certification of franchise tax status.
- 4.6 By signature hereon, Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or owner represented by the Respondent, or anyone acting for such firm, corporation or institution, 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, nor communicated directly or indirectly the Proposals to any competitor or any other person engaged in such line of business.
- 4.7 By signature hereon, Respondent represents and warrants that:
- 4.7.1 Respondent is a reputable company regularly engaged in providing services necessary to meet the terms, conditions and requirements of the RFP;
- 4.7.2 Respondent has the necessary experience, knowledge, abilities, skills and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
- 4.7.3 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;
- 4.7.4 All statements, information and representations prepared and submitted in responses to this RFP are current, complete, true and accurate. Respondent acknowledges that Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by Owner as the successful respondent, Respondent will notify Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 4.8 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or contractual arrangements that may result from the submission of Respondent's Proposals.
- 4.9 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in 1 Texas Administrative Code § 111.2.

4.10 By signature hereon, Respondent certifies as follows:

4.10.1 “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate.”

4.10.2 “Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this bid or contract may be terminated and payment withheld if this certification is inaccurate.”

4.11 By signature hereon, Respondent agrees to defend, indemnify and hold harmless the State of Texas, all of its officers, agents, and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements that may result from the submission of Respondent’s Proposals.

4.12 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements that may result from the submission of Respondent’s Proposals will be applied toward any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas. Further, under Section 231.006, Texas Family Code, Respondent certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate.

Execution of Offer Signature Page: RFP # 201508

The Respondent must complete, sign and return this Execution of Offer as part of its submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign the submittal. Failure to sign and return this form may result in rejection of Respondent's submittal.

Respondent's Name: _____

Respondent's State of Texas Tax Account No: _____

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Submitted and Certified by:

Proposer's Entity Name

Signature of Duly Authorized Representative

Printed Name and Title of Representative

Date

Street Address

City, State, Zip

Telephone Number

FAX Number

Email Address

SECTION 5
RFP PROCEDURES

5.1 **Preparation of Proposal** – Each proposal shall be prepared simply and economically, providing straightforward and concise description of Proposer’s ability to meet the requirements of this RFP. Emphasis shall be on completeness, clarity of content and responsiveness to the proposal requirements. Proposals must be typed or printed on letter size (8-1/2 x 11) white paper suitable for copies. All pages of the proposal shall be numbered sequentially.

5.2 **Alteration/Rescission of Proposal** -- A proposal cannot be altered or amended after the submission deadline. However, a proposal may be withdrawn and resubmitted at any time prior to the deadline for submittals. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations, or erasures made on the proposal document. Any proposal may be withdrawn from consideration at any time prior to expiration of the Deadline for Proposals, as stated in Section 3.6 of this RFP, pursuant to a written request sent to the Procurement Office Attn: Melissa Warren.

5.3 **Request for Electronic Copy** -- A copy of the proposal can also be obtained at the following sites:
Electronic State Business Daily website at <http://esbd.cpa.state.tx.us/> and on the TSTC website at: <http://tstc.edu/procurement>

5.4 **Request for Clarification** -- TSTC reserves the right to request clarification of any information contained in a Proposal.

5.5 **Request for Clarification by Proposer** -- All questions and clarifications of the proposals must be submitted in writing by email request to the following contact by the date of **June 05, 2015 at 3:00 p.m.**

Melissa Warren
3801 Campus Drive
Waco, TX 76705
Melissa.warren@tstc.edu

5.6 **Pre-Proposal Conference**

No pre-proposal conference will be held.

5.7 Evaluation of Proposals

TSTC will evaluate the submissions based upon the following:

FACTORS	MAXIMUM POINTS
Section 2.0.2 Features Requirements	25
Section 2.0.3 Company Profile	10
Section 2.0.4 Client References	5
Section 2.0.5 FERPA/CLERY Compliance	15
Section 2.0.6 Demonstration & Interview	10
Section 2.0.7 Pricing Breakdown	25
Completeness & Thoroughness of Proposal	10

5.8 Proposal Opening

Proposals will be opened after the deadline shown of **June 18, 2015 at 3:00 pm**. All submitted proposals become the property of TSTC, after the RFP submittal deadline/opening date, and will not be returned.

All information, documentation, and other materials submitted in response to this solicitation are considered and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed. Bid Tabs or Award Notices, after award, may be obtained by contacting: Jerry Sorrells by email at Jerry.Sorrells@systems.tstc.edu

or by visiting:

Electronic State Business Daily or TSTC Procurement website
<http://esbd.cpa.state.tx.us> or <http://tstc.edu/procurement>

All requests must be in writing to Mr. Sorrells.

5.9 Award of Contract

TSTC intends to negotiate and award an agreement with the vendor submitting the proposal TSTC determines best meets TSTC's requirements and is considered to be the best value overall.

General Terms and Conditions

1. Contract Award

A response to the solicitation is an offer to contract with Texas State Technical College based on the terms and conditions contained therein. RFP's do not become contracts and are not binding until a written contract, signed by authorized College administrator and authorized personnel of the awarded vendor pursuant to this agreement.

2. Contract Term

The contract for purchase shall be for the purpose of completion of this project, unless otherwise extended or terminated by TSTC in accordance with the terms and conditions of this contract.

3. Submitted Responsive Documents

The RFP and submitted responsive documents, or portions of each, and at the College's sole discretion, may become incorporated by reference and a part of this written contract and will be binding on both the College and the Proposer after execution of the contract by both parties.

4. Interpretation, Jurisdiction and Venue

This contract will be governed and be interpreted by the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any claim or dispute involving the resulting contract or the services provided there under, shall lie in a court of competent jurisdiction in McLennan County, Texas.

5. Compliance with Laws

The services provided and all representations in the RFP response must be such that they are or would be in conformity with all federal, state, county and local laws, regulations, rules, and orders. Upon request, the Proposer shall furnish to TSTC certificates of compliance with all such laws.

6. Taxes

TSTC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code.

7. Termination for Convenience

TSTC, may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of TSTC or the contractor, by giving thirty (30) calendar days notice thereof to the selected contractor.

8. Termination for Default

In the event that the services to be performed under this contract must be completed by a certain date, the Proposer is required to provide immediate notice at such time it has knowledge that it will be unable to perform the services within the time required.

9. Assignment

The Proposer may not assign, transfer, convey, or subcontract this contract, any services to be performed as outlined in the RFP, or any of its obligations under this contract, in whole or in part, without the prior written approval from the College, which the College may withhold in its sole discretion.

10. Audit of Records

TSTC reserves the right to audit the records and performance of the Proposer during the term of this contract at any time during the contract period.

11. Notices

All notices of change orders, amendments, modifications, or alterations hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

Texas State Technical College	Contractor
Attn: Melissa Warren, CTP	
3801 Campus Dr. Procurement Services	
Waco, TX 76705	
melissa.warren@tstc.edu	

12. Entire Agreement

The contract and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials provided and supersede all prior agreements, oral or written and all other communications between the parties relating to the subject matter. This agreement may not be amended or modified, except by mutual written agreement between the parties.

13. Ethics Conduct

Any direct, or indirect, actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in TSTC orders and contracts.

14. Drug Policy

TSTC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors, while on TSTC premises, is strictly prohibited.

15. Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used by TSTC and the Proposer to attempt to resolve any claim for breach of contract made by the Proposer.

Vendor Information Sheet

Company Name: _____ Tax ID# _____

Purchase Order Mail To Address _____

City/State/Zip _____

Phone# (____) _____ Fax# (____) _____

Email _____ WebSite _____

Payment Remittance Address if different: _____

City/State/Zip _____

Phone# (____) _____ Fax#(____) _____

1. Does your company accept purchase orders? Yes _____ No _____
2. Does your company require a "hard copy" purchase order be faxed? Yes _____ No _____
3. Is your company a registered HUB Vendor (Historically under Utilized Business) with the State of Texas?
Yes _____ No _____

If yes provide Expiration Date: _____ Ethnicity: _____ and attach certificate copy.

4. Is your company an active registered member of the Centralized Master Bidders List (CMBL) with the State of Texas? If yes please provide expiration date.
Yes _____ No _____ Expiration Date: _____

5. Are you a listed vendor on the Buy-Board? Yes _____ No _____

Please note that all information supplied is used to update our vendor record files only. The information is used to place orders and make invoice payments promptly and accurately. Your assistance in keeping the information updated is appreciated.

Thank You.