



REQUEST FOR PROPOSAL

FOR

ARMED CAMPUS SECURITY PATROL SERVICES
“MARSHALL CAMPUS ONLY”

TEXAS STATE TECHNICAL COLLEGE MARSHALL
RFP No.: RFP-18-RB-005

SUBMITTAL DUE DATE:

June 13, 2018, Thursday at 2:00PM Central Standard Time

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NIGP CODE: 990-46

Table of Contents

1. General Information	3
1.1 Purpose of the Request for Competitive Sealed Proposal	3
1.2 Submission of Proposal	3
1.3 Key Events Schedule	4
1.4 Inspection of Campuses	4
1.5 Clarifications and Interpretations	4
1.6 Proposal Evaluation Process	4
1.7 Historically Underutilized Businesses Submittal Requirements	4
1.8 Subcontracting Approval	6
1.9 Exceptions to RFP	6
1.10 Bidding Requirements	6
1.11 No Reimbursement for Costs	6
1.12 Taxes	7
1.13 Reservation of Rights	7
1.14 Texas Public Information Act	7
1.15 Equal Opportunity	7
1.16 Accuracy of Information	7
1.17 Contract Award, Initial Term, Renewal Options, and Termination	7
1.18 Invoices	8
1.19 Insurance	8
1.20 Indemnification	9
1.21 Alternative Dispute Resolution	9
1.22 Confidential Information	9
1.23 Governing Law	9
1.24 Licenses, Permits, Taxes, Fees, Laws and Regulations	9
2. Scope of Services	11
2.1 Overview	11
2.2 TSTC Responsibilities	11
2.3 Contractor Responsibilities	11
2.4 Guard Duties	12
2.5 Personnel and Training	12
2.6 Documentation	14
2.7 Contract Administration	14
2.8 Change or Addition to Scope of Services	15
3. Proposal Format	16
3.1 Proposal Cover Page	16
3.2 Proposal Form	16
3.3 Table of Contents	16
3.4 Respondent Affirmation	16
3.5 Proposal Contents	16
3.6 References	17
3.7 Insurance	17
3.8 Worker's Compensation Claims	17
3.9 Past Lawsuit or Legal Incident	18
3.10 Standard Operating Procedure Manual	18
3.11 Sample Invoice	18
3.12 Attachments	18
4. Proposal Selection Criteria	19
Attachment A - Proposal Cover Page	20
Attachment B - Proposal Form	21
Attachment C - Respondent Affirmation	22
Attachment D - Payee Information	24
Attachment E - Notification of Criminal History	25
Attachment F - Conflict of Interest Questionnaire	26
Attachment G - Agreement between Owner and Contractor (Service Agreement)	27

1. General Information

1.1 Purpose of the Request for Competitive Sealed Proposal

Texas State Technical College Marshall (“TSTC”) is soliciting Competitive Sealed Proposals (“Proposals”) for selection of a Respondent to provide armed security patrol services for the main campus buildings of TSTC (“Project”), in accordance with the terms and conditions set forth in this Request for Competitive Sealed Proposals (“RFP”). This RFP and the Respondent’s submission will be referenced and form part of the Contract Purchase Order issued to the successful Respondent.

1.2 Submission of Proposal

Pursuant to the provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121-2158.127, sealed proposals will be received until the date and time established for receipt. After, receipt, only the names of respondents will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

TSTC will receive Proposals and HUB Subcontracting Plan (HSP) until June 13, 2018 at 2:00PM central standard time. Proposal must be time-stamped by TSTC before the hour and date specified. Proposals that are received late will be returned to the respondent unopened.

Proposal will not be received by telephone, fax, or email. Proposal will only be received at the location described below:

Rachel Brown, Senior Buyer – CTPM, CTCM
Texas State Technical College Marshall, Administration Building
2650 East End Blvd. South
Marshall, Texas 75672

Submit one (1) original and five (3) copies of the Proposal and all of its contents. The original Proposal should contain the mark “original” on the Proposal Cover Page.

Proposal must be enclosed in a sealed envelope (box or container) addressed as described above. The envelope must clearly identify the RFP number, submittal due date, and the name and return address of the respondent. Proposal and any other information submitted by respondents in response to this RFP shall become the property of the TSTC.

Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP, or irregularities of any kind are subject to rejection.

Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud. Proposal cannot be altered or amended after opening time. Proposal cannot be withdrawn after opening time without written approval by TSTC based on a written request to withdraw.

By submitting a Proposal in response to this RFP, Respondent acknowledges and accepts the evaluation process and that determination of the “best value” will require subjective judgments by TSTC.

1.3 Key Events Schedule

Issuance of RFP	Wednesday, May 23, 2018
Deadline for Submittal of Questions HSP and Submittal Deadline	Wednesday, June 6, 2018, 1:00 p.m. 2:00 p.m. Central Prevailing Time on Wednesday, June 13, 2018
Proposal Opening	Wednesday, June 13, 2018, 2:30 p.m.
Est. Contract Award	June 13 – 30, 2018

1.4 Inspection of Campuses

Respondents may contact Ratchel Brown, Senior Buyer of Procurement Services, at rachel.brown@tstc.edu **and** Bart Day, Provost, at bart.day@tstc.edu if an inspection of the campuses is needed prior to Proposal submittal.

1.5 Clarifications and Interpretations

All questions regarding this RFP must be submitted in writing to Ratchel Brown, Senior Buyer of Procurement Services, at rachel.brown@tstc.edu by **June 6, 2018 at 1:00 p.m.** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in its Proposal.

Respondents obtaining this RFP are responsible for notifying TSTC that they are in receipt of this RFP and intend to respond. Please send the respondent's name, contact person, address, phone number, fax number, and email to Ratchel Brown, Senior Buyer of Procurement Services, at rachel.brown@tstc.edu. This information is required in the event addenda are issued. It is the responsibility of all respondents to obtain addenda in a timely manner. Respondents shall acknowledge receipt of each addendum to the RFP in the Proposal.

1.6 Proposal Evaluation Process

TSTC may select the Proposal that offers the "best value" for the institution based on the published selection criteria and on its ranking evaluation. TSTC may first attempt to negotiate a contract with the selected respondent. TSTC may discuss with the selected respondent options for a scope or time modification and any price change associated with the modification. If TSTC is unable to reach a contract with the selected respondent, TSTC may formally end negotiations with that respondent and proceed to the next "best value" respondent in the order of the selection ranking until a contract is reached or all Proposals are rejected. TSTC is not obligated to select the Respondent offering the most attractive economic terms if that Respondent is not the most advantageous to TSTC overall, as determined by TSTC.

1.7 Historically Underutilized Businesses Submittal Requirements

It is the policy of TSTC to promote full and equal opportunities for the contracting and subcontracting of Historically Underutilized Businesses (HUB) in accordance with *Texas Government Code*, Chapter 2161. This Chapter applies to all contracts for the purchase of goods and/or services with an expected value of \$100,000 or more.

A HUB Subcontracting Plan Form (Included as Separate Attachment) must be filled out and returned with the Proposal to be considered responsive. If the Proposal does not include a HUB Subcontracting Plan, it shall be rejected as a material failure to comply with advertised specifications.

Any probable subcontracting opportunities are identified below. This list should not be considered a mandatory or an exhaustive list. Other areas of subcontracting may be more appropriate given the Respondent's business structure and internal resources. Please see the attached HUB Subcontracting Plan for further instructions which require vendors to identify the specific areas intended for subcontracting.

All Respondents (HUB or Non-HUB) are required to comply.

Class	Item	Description
080	10	Photo Id Badge
080	15	Metal Name Plate Badge
200	16	Cold Weather Jacket
200	44	Trousers
200	70	Shirts
200	78	Sweater
200	85-88	Security Officer Uniforms
201	30	Cap
201	37	Shoulder patch
201	40	Leather Gloves
201	65	Rain Gear
450	06	Flashlight Batteries
450	31	Flashlight
570	32	Key Stock, All Sizes
680	04	Ammunition
680	08	Body Armor
680	12	Uniform Belts
680	20	Baton
680	35	Approved Chemical Agents (Mace, Etc.)
680	52	Firearms
680	60	Handcuffs
680	62	Thunder Type Whistle
725	27	High Frequency Radio (SSB), Mobile and Base
725	45	Pagers, Radio (Including Parts and Accessories)
725	82	Two-Way Radio Supplies, Parts, and Accessories
800	08	Leather Boots
800	72	Shoes

Search the State of Texas HUB Database for HUB vendors by the NIGP class and item at: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>

Additional minority and women owned business association resources are available for subcontracting notices at:

<http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>

Additional information and training regarding how to complete a HUB Sub-Contracting Plan can be found on the CPA Website at the following link:

<http://comptroller.texas.gov/procurement/prog/hub/hub-subcontracting-plan/>

1.8 Subcontracting Approval

The Respondent shall perform the Contract with its own resources and those subcontractors identified in the Respondent's HUB Subcontracting Plan. In the event that the Respondent should determine that it is necessary or expedient to execute additional or alternative subcontracts for any of the performances under the Contract, the Respondent shall submit a revised HUB Subcontracting Plan for prior approval before executing any subcontracts.

In any subcontracts entered into by Contractor for the performance of the work, Contractor shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to Contractor by the terms of the contract between Contractor and TSTC and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the contract between Contractor and TSTC, assumes toward TSTC. The Respondent shall also transmit to TSTC for review and prior TSTC approval a true copy of the subcontract it proposes to execute with a subcontractor.

The Respondent shall manage all quality and performance, project management, and schedules for subcontractors. The Respondent shall be held solely responsible and accountable for the completion of all work for which the Respondent has subcontracted.

1.9 Exceptions to RFP

The Respondent shall explicitly set forth in this section any assumptions regarding, or exceptions to, any part of this RFP, including the Attachments, noting the specific RFP section number or Attachment Letter. If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFP. **Any exception may result in this RFP not being awarded to the Respondent.**

Section	Section Title	Exception	Proposed Language

1.10 Bidding Requirements

Proposal prices must be firm for TSTC acceptance for 120 days from the submittal due date and the RFP Document Submission shall be irrevocable from the close of the call until acceptance by TSTC or the passage of a period of 120 days, whichever shall occur first.

1.11 No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent.

1.12 Taxes

TSTC is exempt from taxes pursuant to the provisions of the *Texas Tax Code*, Chapter 151. Do not include tax in the Proposal. Excise Tax Exemption Certificates are available upon request.

1.13 Reservation of Rights

TSTC may evaluate the Proposal based on the anticipated completion of all or any portion of the Project. TSTC reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. TSTC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

1.14 Texas Public Information Act

All information, documentation, and other materials submitted in response to this RFP are considered non-confidential 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. TSTC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

1.15 Equal Opportunity

The Respondent must be an equal opportunity employer. No person shall be discriminated against in employment because of race, color, religion, gender, national origin, disability, or age.

1.16 Accuracy of Information

TSTC and its officers, directors, employees and agents assume no responsibility for the accuracy of the information in this document. Should dispute arise regarding the meaning or intent of the Contract Documents, the decision of the TSTC shall be final and binding upon the Contractor.

1.17 Contract Award, Initial Term, Renewal Options, and Termination

A response to this RFP is an offer to contract based upon the terms, conditions and specifications contained herein or, in the sole discretion of TSTC, terms and conditions substantially similar to those contained herein will constitute and govern any contract that results from this RFP.

The initial term of the contract will begin on **September 1, 2018** or upon date of award with executed contract and end on **August 31, 2019**. TSTC shall have the option to renew the contract for up to two additional one year terms.

TSTC reserves the right to terminate the Contract upon giving seven (7) days written notice to the Contractor in the event of the Contractor:

- a. Neglecting or failing to provide the services properly or diligently.
- b. Refusing or failing to supply enough properly skilled workers or proper materials.
- c. Persistently disregarding laws or ordinances or the instructions of TSTC, and, the Contractor fails to rectify or correct the default or delay after notice from TSTC.

1.18 Invoices

Original invoices must be submitted monthly in connection with all payments. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments; Name and address of the Respondent, Respondent's invoice remittance address, Purchase order number authorizing the services, and Detailed breakdown of monthly total price for services to include operating expense plus labor for man-hours worked including, as applicable, the time period, guard's individual hours, signed time sheets as supporting documentation, and any other related documentation to show proof of hours documented for payment.

Invoices should be received no later than the (15) fifteenth day of every month. Each invoice is subject to review and approval by TSTC before payment will be processed. Normal payment processing time for services which have been completed, delivered to, and approved by TSTC is thirty (30) calendar days after receipt of a valid, uncontested invoice. TSTC will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services and an uncontested invoice. Payments shall be made consistent with Chapter 2251, Texas Government Code.

Any invoice that does not comply with the minimum requirements stated above may not be considered valid and may be subject to rejection and/or return to the contractor.

Invoices shall be submitted by mail to:

Texas State Technical College
Procurement Services
3801 Campus Drive
Waco, Texas 76705

1.19 Insurance

Contractor will obtain and maintain in force for the duration of the contract and any extensions thereof, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain at their sole expense the following insurance coverage for the duration of the contract, in at least the amounts specified:

- i. Workers Compensation: Statutory Limits
- ii. Employer's Liability: \$1,000,000 per accident and employee
- iii. Commercial General Liability (including contractual liability): \$2,000,000 per occurrence
- iv. Product/Completed Ops: \$2,000,000 aggregate
- v. Auto Liability: \$1,000,000 combined single limit
- vi. All other insurance required by state or federal law

All policies (except Workers' Compensation) shall name TSTC as an Additional Insured. A Waiver of Subrogation in favor of TSTC and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to TSTC prior to commencement of any services under the contract. If a policy contains deductible provisions, Contractor shall be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against TSTC, its agents, employees or representatives.

CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT TSTC DOES NOT MAINTAIN AND WILL NOT OBTAIN INSURANCE OF ANY TYPE TO PROTECT CONTRACTOR AGAINST ANY LOSS, DAMAGE OR INJURY THAT MAY IN ANY WAY RESULT FROM CONTRACTOR'S PERFORMANCE OF THE SERVICES.

1.20 Indemnification

THE CONTRACTOR FOR ITSELF, ITS SUCCESSORS, SERVANTS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUBCONTRACTORS AND ASSIGNS SHALL AT ALL TIMES INDEMNIFY AND HOLD HARMLESS TSTC, ITS OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, LEGAL FEES AND DISBURSEMENTS AND OBLIGATIONS OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, IN LAW OR IN EQUITY, WHETHER BASED UPON, OCCASIONED BY, ARISING OUT OF, OR ATTRIBUTABLE TO THE CONTRACTOR'S CONTRACT WITH TSTC OR ANY SERVICES PROVIDED, OR ANY PRIVILEGE GRANTED OR ACTION TAKEN OR THING DONE OR MAINTAINED BY VIRTUE OF THE EXISTENCE OF THE SAID CONTRACT OR THE EXERCISE OF ANY RIGHT ARISING THEREUNDER.

1.21 Alternative Dispute Resolution

To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), will be applicable to the Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by TSTC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

1.22 Confidential Information

All information owned, possessed or used by TSTC that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for TSTC, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between TSTC and Contractor and continuing throughout the term of the contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own benefit or the benefit of another, any confidential information, unless required by law.

Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Services or the engagement of Contractor as an independent contractor of TSTC in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of TSTC. Contractor will obtain assurances similar to those contained in this Section from persons, contractors, and subcontractors retained by Contractor.

1.23 Governing Law

The contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

1.24 Licenses, Permits, Taxes, Fees, Laws and Regulations

Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of the contract.

Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of the contract.

Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations, and the rules and regulations of TSTC.

2. Scope of Services

2.1 Overview

This Scope of Services specifies the minimum requirements for the Contractor to provide armed campus security patrol services to TSTC at the main campus, located at 2650 E End Blvd S, Marshall, TX 75672 and all adjacent buildings, and the north campus building, located at 2400 E End Blvd S, Marshall, TX 75672, operating 24 hours a day, 7 days per week, including holidays.

Contractors shall abide by the rules and guidelines set forth in Texas Administrative Code (TAC); Title 37, Public Safety and Corrections; Part 1, Texas Department of Public Safety; Chapter 35, Private Security and Rules 421 through 449 of the Texas Commission on Private Security and all other rules regulating the Services.

The terms "security guard" or "guard" as used herein shall mean an armed campus security patrol guard.

Any additions to or differences from the minimum requirements for the Scope of Services requested shall be clearly identified in the Proposal response.

2.2 TSTC Responsibilities

TSTC shall furnish and maintain email, office space, and key cutting machine. The Contractor shall be responsible for any damage or loss to the key cutting machine or use of office space. Contractor will comply with TSTC email policies.

2.3 Contractor Responsibilities

The Contractor shall be solely responsible for pay, supervision, certification training (i.e. CPR , First Aid...), discipline, unemployment insurance, liability insurance, leave, uniforms, weapons, ammunition, and all other matters arising out of the relationship between employer and employee. The Contractor shall provide all consumable supplies as may be required by contractual staff in the course of their duties; for example flashlights, batteries, official report notebooks, etc.

Contractor shall be responsible for any damage or loss to TSTC or students, faculty, and staff's property caused by their employees through either intent or neglect or accident. The Contractor shall investigate any complaint or comment that the Provost brings to his attention by talking with the complainant and witnesses. The Contractor shall then report the results to TSTC's Provost. The Contractor shall make timely repairs of any damage caused by his employees. In the event a loss occurs to students, faculty, and staff or TSTC's property and the guard was not awake or on the duty post, the Contractor is liable and responsible for the loss.

Contractor shall establish a procedure to determine if each employee is at the assigned location on time and in proper uniform. If any security staff fails to report to work at the appointed time, the Contractor shall be liable for any proven losses suffered, plus compensation for the cost of TSTC staff carrying out duties assigned to the Contractor, if required.

Contractor shall provide a point-of-contact to be available 24 hours a day to TSTC's Provost.

Contractor shall furnish all labor, vehicles, uniforms, badges, equipment, materials, supplies (except as noted in Section 2.2), training, supervision, and management to satisfactorily perform the security guard services in the manner and at the frequencies required by TSTC in this Scope of Services and as required by laws, rules, and regulations.

Contractor is responsible for assigning an inspector to perform site inspections on a bi-weekly basis to

ensure that all security systems are working effectively. All findings will be reported to the Provost. In addition, there must be bi-monthly site meetings with the Provost and Contractor. Staff deployed to TSTC must be licensed and adhere to all policies mandated by the State of Texas. The staff must be well-trained and familiar with all aspects of TSTC security requirements before starting his/her shift. Contractor must ensure there is an adequate bank of security officers trained for TSTC in case of absenteeism.

In the event of any emergency, the Contractor agrees to supply additional personnel satisfactory to TSTC within two (2) hours of the time TSTC request such personnel.

2.4 Guard Duties

Duties shall include, but are not necessarily limited to:

- Take reasonable action to prevent theft, disorders, disturbances, rule infractions, loitering, damage to college property, violence or harm to occupants and others
- Attend a post and/or patrol of the campus
- Building lock-up
- Emergency and intrusion system monitoring
- Maintaining written reports as may be required
- Verbal/telephone/letter delivery notifications
- Unlocking rooms
- Responding to critical incidents as they arise
- Contacting local police services for assistance as deemed appropriate
- Answer questions and give directions to others relative to the security of the campus
- Reporting all irregular incidents and emergencies to the TSTC designee
- Incident investigation
- Safety Committee meeting participation
- Conduct safety audits with the Campus Safety Committee
- Identify and resolve hazards on campus
- Participate in planning security during special events and activities
- Training of TSTC staff to properly respond to suspicious activities and potential security risks
- Issuing parking permits and tickets
- Assist in development and periodically update:
 - EVERBRIDGE (Alert system - school closings)
 - Campus Security Plan (Your Safety/Your Health)
 - Campus Evacuation Plan
 - Emergency Plan and Guidelines
 - Safety Response Guidelines
 - Crime Statistics
 - Hazard Communication plan
 - Chemical Hygiene Plan
 - Disaster Recovery Plan
 - Personal Protective Equipment guidelines
 - Severe Weather Plan
- Monitor maintenance of safety equipment/programs:
 - Fire Alarm inspection – annual
 - Fire extinguisher inspection – monthly
 - AED inspection - monthly – throughout Campus
 - First Aid Kits – monthly inspection
 - Surveillance cameras

2.5 Personnel and Training

Contractor shall within thirty (30) days following assignment to duty, certify to TSTC's Provost as to the

satisfactory completion of the following basic training of each employee:

- General orientation on conduct and attitude toward the job
- Functions of the security force specifically the protection of the operating facilities and other assigned locations stated herein.
- Guard Orders/Duties – General and specific, covering post orders
- Authority of guard
- Employee and public relations
- Traffic control
- Fire safety and first aid
- Report writing
- Fire Arms Training
- Response to Active Shooter training

Contractor security guards shall be registered, qualified, and/or licensed with the Texas Commission on Private Security.

Contractor shall require its employees to pass drug and alcohol screen examination of a type and kind acceptable to TSTC prior to employment on TSTC property and on an annual basis thereafter. As a condition to the guard being approved to work on TSTC property, the Contractor shall supply appropriate examination records to TSTC's Provost.

Contractor shall provide copies of guard's security commission or registration card to TSTC's Provost upon assignment.

Contractor shall ensure that all employees are able to pass security background checks required by TSTC to perform security duties.

Security Guards are required to carry and have clearly displayed on their person, a photo identification card (commission or registration), issued by the Contractor, at all times when on TSTC's property. This card shall include the company name, first and last name of officer, with the name typewritten or printed in black, and a recent photograph of the employee.

Security Guards shall be a mature person with the ability to deal with the public, especially young adults; have good command of the English language (oral and written); suitable physical health to perform the normal duties required of them, ability to defuse a threatening situation and be able to physically defend him/herself if necessary, and respond to emergency situations as required.

Guards assigned by the Contractor to work under this Contract shall be mentally and physically able to do their assigned work. Each security guard must have had a physical examination within the last six (6) months. Contractor shall furnish to TSTC a signed certification statement for each security guard indicating (i) that the guard has received a physical examination by a physician licensed in the State of Texas, (ii) the date the physical examination was performed, and (iii) guard has been deemed fit to perform assigned duties. If TSTC's Provost or designee judges a security guard to be unfit to do their assigned work, that security guard shall be removed from TSTC property and not allowed to work under the requirements of this Contract.

Contractor's employees shall be in good general health without physical defects or abnormalities which

would interfere with the performance of duties; possess binocular vision correctable to 20/30 (Snellen); be free of color blindness; and be capable of hearing ordinary conversation at fifteen feet with either ear without benefit of hearing aid as determined in the physical examination. The employee shall be capable of performing foot patrol in various weather conditions. Guards must maintain a high level of performance, and be able to perform the essential functions of their job to include, but not limited to, walking, running and climbing stairs.

If a guard has a physical or mental condition that negatively impacts performance, the Contractor shall immediately remove the security guard from all TSTC assignments.

Except as authorized in writing and in advance, every contract guard shall meet the following additional minimum qualifications:

- Be a citizen of the United States or a resident alien of the United States and have appropriate work authorizations as issued by the United States immigration Service, where applicable.
- Be a minimum of 21 years old.
- Must be a high-school graduate or equivalent (G.E.D.).
- As demonstrated by on-the-job performance, guards must possess the capability to acquire a good working knowledge of all duty requirements of a guard within the terms of this Contract.
- Guards must possess the capability of operating a computer with basic data input skills, training and equipment will be provided by TSTC.
- Guards must possess a valid Texas driver's license.
- Guards must have a minimum of one year experience as an armed security guard.

TSTC will reserve the right to interview all potential guards before they are assigned to a TSTC Campus.

Contractor will remove a guard immediately upon request of the TSTC's Provost or his designee and shall not employ the guard again on any TSTC property unless approved by TSTC's Provost or his designee.

The Contractor shall immediately assign a replacement guard when a guard is asleep and removed, absent from the work site, or removed on the request of TSTC's Provost or designee.

2.6 Documentation

Provide immediate notification of serious incident, daily notification of non-immediate incidents, and weekly overview submitted by email.

2.7 Contract Administration

TSTC's Provost or designee will periodically conduct on-the-job inspections to determine the overall quality of performance, the job knowledge of individual guards, the effectiveness of training, and to observe and evaluate conduct and appearance of guard personnel.

2.8 Change or Addition to Scope of Services

TSTC, without invalidating the contract, may make changes by altering, adding to, or deduction from the Scope of Services at any time during the term of the contract in order to meet current TSTC needs. The Contract pricing shall be adjusted accordingly, upon mutual agreement between TSTC and Contractor.

Should TSTC request additional services during the term of the Contract, an agreement to provide these services at the same price as quoted will be understood as included in the Respondent's submission.

3. Proposal Format

The Proposal must be organized in sections in the following format and contain the following information:

3.1 Proposal Cover Page

The Proposal Cover Page, Attachment A, should be the first page of your Proposal. The Proposal Cover Page must be signed by a person authorized to sign for Respondent.

3.2 Proposal Form

The Proposal Form, Attachment B, should be the second page of your Proposal. The Proposal Form must be signed by a person authorized to sign for Respondent.

3.3 Table of Contents

A Table of Contents should be the third page of your Proposal. The Table of Contents shall give page numbers for each section of the Proposal. Number all pages of the Proposal sequentially using Arabic numerals (1, 2, 3, etc.).

3.4 Respondent Affirmation

The Respondent Affirmation, Attachment C, must be completed and signed by a person authorized to sign for Respondent.

3.5 Proposal Contents

Responses to this RFP must address the following:

- a. Describe your firm's structure, areas of expertise and length of time in business, and other information that would help to characterize the firm. Provide a cover letter outlining interest in the project, general firm background including the firm's project management philosophy, and firm locations. Provide the following information about the firm:
 - Legal name of the company
 - Address of the office that will be providing services
 - Number of years in business
 - In-house capabilities (work self-performed)
 - Out-of-house capabilities (for work not self-performed)
- b. Describe your firm and its experience in armed campus security patrol services in the area of higher education; include advantages for selecting your company. Please supply any of your company's materials (brochures, etc.) you feel will help us make our decision.
- c. Describe your company's general overall capabilities including the length of time you have performed these services.
- d. Provide the names, experience and credentials for individuals who will work on TSTC related projects, including relevant work completed within the last three years.
- e. Explain/describe any subcontract services.
- f. Describe your disaster recovery/back up plan that ensures completion of projects if your firm

experiences an emergency situation.

- g. Describe ways that past work has incorporated means of measurability of success and results of those examples.
- h. Describe any no-cost value added services your company offers to its clients.
- i. Please provide any additional information or relevant capabilities you feel would assist TSTC in selecting a firm to provide this service.
- j. Provide information for the key people within your firm and related experience. **Submittals must identify a proposed project manager who would be responsible for the day-to-day point of contact for this project.** Provide resumes that list experience and expertise of the personnel that will be involved in the project. Include experience with similar projects, number of years with the firm, and city of residence. Identify the firm's current workload and that of personnel that will be assigned to this project. Indicate estimated percent of time each individual will be involved in the project.

3.6 References

- a. Submit a list of all Armed Security Patrol Services provided within the last three (3) years of the same type as required by this RFP.
- b. List three current customers for whom you have completed service to those described in this RFP (does not have to be exclusively higher education customers) to include the following information:
 - a. Company Name
 - b. Company Address
 - c. Contact Person
 - d. Telephone Number
 - e. Scope of Services
 - f. Annual Sales Volume (\$) and
 - g. Period of Time for Which Work was Performed
- c. Submit a list of all former customers whose contract with your company within the past three (3) years was terminated prior to the completion of the contract term to include the following information:
 - a. Company Name
 - b. Company Address
 - c. Contact Person
 - d. Telephone Number and
 - e. Reason for Early Termination

3.7 Insurance

Submit Certificate of Insurance Liability to show proof of insurance coverage. Insurance must meet the minimum requirements as shown in Section 1.19.

3.8 Worker's Compensation Claims

Submit a list of Worker's compensation claims for the last five years in Texas to include:

- a. How many Claims
- b. Nature of Claim

- c. Nature of Outcome
- d. When Claim occurred

3.9 Past Lawsuit or Legal Incident

Submit a list of lawsuits or legal incidents involving employees in the last five years in Texas:

- a. How many Claims
- b. Nature of Claim
- c. Nature of Outcome
- d. When Claim occurred

3.10 Standard Operating Procedure Manual

Submit your firm's Standard Operating Procedure Manual.

3.11 Sample Invoice

Submit a sample invoice from your firm.

3.12 Attachments

Fill out and submit Attachments D, E, and F.

4. Proposal Selection Criteria

Respondent is encouraged to propose terms and conditions offering the maximum benefit to TSTC in terms of (1) services to TSTC, (2) total overall cost to TSTC, and (3) project management expertise. Respondents should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to TSTC.

An evaluation team from TSTC will evaluate the Proposal. The evaluation of Proposal and the selection of a respondent will be based on the information provided by Respondent in its Proposal. TSTC may give consideration to additional information if TSTC deems such information relevant.

The criteria to be considered by TSTC in evaluating Proposal and selecting a Contractor will be those factors listed below:

Threshold Criteria Not Scored:

- Ability of TSTC to comply with laws regarding Historically Underutilized Businesses; and
- Ability of TSTC to comply with laws regarding purchases from persons with disabilities.

Scored Criteria:	Weight:
Competitiveness of cost proposal	35%
Company Information, Experience and Qualifications including Higher Education, References	30%
Proposed Management Plan	5%
The extent to which the goods or services meet TSTC's needs	5%
The Respondent's exceptions to the terms and conditions set forth in this RFP.	5%
Management capabilities, projected staff turnover, previous work experience, past performance of security service, and training programs	20%
Total	100%

Attachment A - Proposal Cover Page

TEXAS STATE TECHNICAL COLLEGE MARSHALL
ARMED CAMPUS SECURITY PATROL SERVICES
RFP No.: RFP-18-RB-005

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

FEDERAL EMPLOYER ID #: _____ or SS # (if sole owner): _____

TEXAS CHARTER # IF APPLICABLE: _____

IS YOUR COMPANY A HUB VENDOR? _____ WHAT CATEGORY? _____

Pricing: Monthly _____
Consist of the following:

Operating Expenses Itemized

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Total Monthly Operating Expenses _____

Labor – Distribution Hourly

Hours _____

Cost per Hour _____

Total Monthly Labor _____

I certify to (a) the completeness, veracity, and accuracy of the information provided in the Proposal; and (b) the authority to bind the proposer to the terms and conditions set forth in this RFP. Signing a proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contract and the respondent shall be removed from all bid lists.

Firm Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment B - Proposal Form

TEXAS STATE TECHNICAL COLLEGE MARSHALL
ARMED CAMPUS SECURITY PATROL SERVICES
RFP No.: RFP-18-RB-005

MONTHLY LUMP SUM PROPOSAL FOR COMPLETION OF PROJECT:

(Written) _____ \$ _____

Addenda Acknowledged If Applicable: _____

The undersigned, in accordance with the RFP, has examined the RFP, all Addenda, and the site conditions of the proposed project. The undersigned is familiar with all of the conditions surrounding construction of the proposed project and, having conducted all inquiries, tests, and investigations deemed necessary and proper, hereby proposes to furnish all labor, insurance, materials, tools, supplies, and equipment to perform all work required for the project.

Respondent has received, read, and understands the proposal documents, and his proposal is made in accordance therewith.

I certify to (a) the completeness, veracity, and accuracy of the information provided in the Proposal; and (b) the authority to bind the proposer to the terms and conditions set forth in this RFP. Signing a proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contract and the respondent shall be removed from all bid lists.

Firm Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment C - Respondent Affirmation

- a. Representations and Warranties by Contractor. If Respondent is a corporation or a limited liability company, Respondent warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Respondent has been duly authorized to act for and bind Respondent.
- b. Tax Certification. If Respondent is a taxable entity as defined by Chapter 171, *Texas Tax Code*, then Respondent certifies that it is not currently delinquent in the payment of any taxes due under such Chapter, 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.
- c. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Respondent agrees that any payments owing to Respondent under the Agreement may be applied directly toward 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.
- d. Products and Materials Produced in Texas. If Respondent will provide services under the Agreement, Respondent covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, Respondent will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- e. Eligibility Certification. Pursuant to Sections 2155.004 and 2155.006, *Texas Government Code*, Respondent certifies that the individual or business entity named in the Agreement 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.
- f. Required Notices of Workers Compensation Insurance Coverage. The Texas Workers' Compensation Commission had adopted rule, 28 TAC, sec. 110.110, relating to Reporting Requirements for Building or Construction Projects for Governmental Entities. The rule implements Texas Labor Code sec. 406.096, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity.
- g. Contracting with Executive Head of State Agency. Respondent certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a state agency. If section 669.003 applies to respondent, respondent will complete the following information in order for the proposal to be evaluated.

Name of Former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Date of Employment with respondent: _____

h. Texas Family Code Child Support Certification. Under Section 231.006, *Texas Family Code*, Respondent certifies that the business entity named in the proposal is not ineligible to receive the specified grant, loan, or payment and acknowledges that any resulting contract may be terminated and payment may be withheld if this certification is inaccurate. Respondent must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the proposal. Respondent may attach another page if necessary.

Name: _____	SSN: _____
Type Written	
_____	SSN: _____
_____	SSN: _____
_____	SSN: _____

i. Antitrust Law. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State 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.

Firm Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment D – Payee Information

TEXAS STATE TECHNICAL COLLEGE

PAYEE INFORMATION (Substitute W-9)

Individuals complete Part I & IV, Partnerships complete Part II & IV, Corporations or other Entities complete Part III & IV

I. INDIVIDUAL OR SOLE PROPRIETOR Name of Individual or Owner: _____
(Individuals/sole proprietors MUST provide a copy of social security card or photo id) *Doing Business As* (DBA) Name may be provided in Section IV below

- A. I - Individual (not owning a business) *Social Security Number (SSN) _____ -- _____ -- _____
- OR**
- S - Sole Proprietor of Business *Social Security Number (SSN) _____ -- _____ -- _____
- (Sole Proprietors may also provide an EIN for tax reporting, if desired, see Taxpayer Name and Number on back)
- Employer Identification Number (EIN) _____ -- _____ -- _____

- B. Citizenship Status: I attest under penalties of perjury that I am (check one of the following):
- 1. A citizen or national of the United States
- 2. A Nonresident Alien (Complete C. below)
- 3. A Lawful Permanent Resident (Alien # _____)

C. Nonresident Alien Information - If you do not have an SSN, check here

Citizen of: _____ Number of Days in the U.S.A. this calendar year: _____

Permanent Resident of: _____ Number of Days in the U.S.A. in the past 12 months: _____

Payments to Nonresidents are generally subject to income tax withholding. Tax treaty exemptions may be available. A copy of this form, the INS Form I-94 and the IRS Form 8233 should be sent to the International Office if the payee wishes to claim a tax treaty exemption from withholding. See the Withholding section of Nonresident Alien Individual on back for more information.

II. PARTNERSHIP Partnership's Employer Identification Number (EIN) _____ -- _____ -- _____

Enter two partner's names and Social Security Numbers (SSN). If either partner is a corporation, use the corporation's EIN.

Partner's Name _____ *SSN/EIN _____

Partner's Name _____ *SSN/EIN _____

III. CORPORATION OR OTHER ENTITY Employer Identification Number (EIN) _____ -- _____ -- _____

- T - Texas Corporation
- A - Professional Association
- C - Professional Corporation

If T, A, or C is checked, enter Texas Charter Number _____

- O - Out of State Corporation
- G - Governmental entity
- U - State agency / University

- F - Financial Institution
- R - Foreign Business (outside the U. S. A.)
- N - Other _____

IV. CERTIFICATION

NAME (for individuals) or Business Name: _____

P.O. Address :	Phone:	For payees Exempt From Backup Withholding enter "Exempt" below. (See Claiming Exemption under Backup Withholding on back)
City :	State:	Zip:

Remit Address: _____ State: _____ Zip: _____
(Enter city, province or state, postal code, and country)

Under penalties of perjury, I certify that the information provided on this form is, to the best of my knowledge, true, correct, and complete.

PAYEE SIGNATURE: _____ DATE: _____
(Individuals and sole proprietors must also provide copy of Social Security Card or picture id)

Warning: Failure to provide the correct name and number combination may result in payment being subject to 28% backup withholding. See Taxpayer Name and Number on back.

The following affirmations are standard terms and conditions that are required in all solicitations: The vendor has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with any transaction(s) with TSTC.

Are you a state-certified Historically Underutilized Business (HUB)? Yes No If not, do you qualify? Yes No (see back for details)

Please send completed form via Campus Mail to: Purchasing, or FAX to: 3276, or U.S. Mail to: Texas State Technical College Marshall, Attention – Eloise H. Reed, 2650 E End Blvd S, Marshall, TX 75652; Phone-(903) 923-3222 Fax-(903) 923-3276

**Disclosure of your Social Security Number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), and TEX.GOV'T. CODE ANN. sec. 403.055 (Vernon Supp. 1992). Your Social Security Number will be used to help the Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op Tex. Att'y Gen.No. H-1255(1978).*

Attachment E – Notification of Criminal History

NOTIFICATION OF CRIMINAL HISTORY

**THIS FORM MUST BE COMPLETED,
SIGNED, AND RETURNED WITH BID**

State of Texas legislative Bill No. 1 Section 4.034, 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 or an 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

Please check off one box and sign the form in the appropriate space

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

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

SIGNATURE OF COMPANY OFFICIAL _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

SIGNATURE OF COMPANY OFFICIAL _____

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

Name of Felon(s) _____

Details of Conviction(s) _____

SIGNATURE OF COMPANY OFFICIAL _____

Attachment F - Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity	FORM CIQ
---	-----------------

<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
--	------------------------

Date Received

1	Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3	Name of local government officer with whom filer has employment or business relationship. _____ Name of Officer This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? <input type="checkbox"/> Yes <input type="checkbox"/> No B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? <input type="checkbox"/> Yes <input type="checkbox"/> No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? <input type="checkbox"/> Yes <input type="checkbox"/> No D. Describe each employment or business relationship with the local government officer named in this section.
----------	---

4	_____ Signature of person doing business with the governmental entity	_____ Date
----------	--	---------------

Attachment G - Agreement between Owner and Contractor (Service Agreement)

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made and entered into this ____ day of ____, 201_ by and between Texas State Technical College System (“TSTC”), an institution of higher education and an agency of the State of Texas located at 2650 East End Blvd. South, Marshall, Texas, 75672 (hereinafter referred to as “TSTC”) and _____, (“Contractor”), a _____, (an individual, a corporation, etc.) having its principal place of business at _____ .

WHEREAS, on **May 23, 2018**, TSTC issued a Request for Proposal # **RFP No.: RFP-18-RB-005**, for **Armed Campus Security Patrol Services** (“RFP”); and

WHEREAS, Contractor submitted a Response to Proposal dated **June 13, 2018** (“Proposal”) and Contractor was selected to provide **Armed Campus Security Patrol Services**;

Now, therefore, the parties agree as follows:

1. Scope of Services

- b. This Agreement shall provide for **Armed Campus Security Patrol Services** (“Services”) described in and in the manner required by the following documents, attached to and incorporated as part of this Agreement for all purposes:
 - i. This Agreement
 - ii. Exhibit A: Scope of Services
 - iii. Exhibit B: RFP
 - iv. Exhibit C: Proposal
 - v. Exhibit D: HUB Subcontracting Plan
- c. In case of conflicts between this Agreement and any of the above exhibits, the following shall control in this order of priority:
 - i. This Agreement
 - ii. Exhibit A: Scope of Services
 - iii. Exhibit B: RFP
 - iv. Exhibit C: Proposal
 - v. Exhibit D: HUB Subcontracting Plan

2. Payment for Services

- d. Contractor shall provide invoices to TSTC for Services performed. Invoices must be submitted no later than the 15th day of the month after the Services are completed. Each invoice will be accompanied by documentation that TSTC may reasonably request to support the invoice amount.
- e. Subject to the foregoing, TSTC must make all payments in accordance with the Texas Prompt Payment Act, Gov’t Code, Chapter 2251. Payments under this Agreement are subject to the availability of appropriated funds. Contractor acknowledges and agrees

that payments for services provided under this Agreement are contingent upon TSTC receipt of funds appropriated by the Texas Legislature.

4. Term

This Agreement shall become effective September 1, 2018 or on the date signed by TSTC Provost, who shall sign after the Contractor signs, and shall terminate not later than August 31, 2019, unless sooner terminated as provided in this Agreement. The contract may be renewed for two (2) additional 12-month periods, provided both parties agree in writing to do so prior to the expiration date.

5. Termination

- a. TSTC may terminate this Agreement, without cause, upon **30** days written notice to Contractor.
- b. If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (10) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (10) day period.
- c. The termination of this Agreement shall not affect any right or remedy that has accrued to either party at the time of termination.
- d. Upon termination of this Agreement, Contractor shall deliver to the appropriate representative of TSTC all Work Material related to the services performed by Contractor together with any keys, identification badges, or equipment owned by TSTC.
- e. Termination will not relieve either party from liability for any default or breach under this Agreement or any other act or omission of such party.

6. Indemnification

CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS TSTC AND TSTC'S OFFICERS AND EMPLOYEES FROM ALL THIRD PARTY CLAIMS, DEMANDS, CAUSES OF ACTION, AND JUDGMENTS FOR TAXES, LICENSE FEES, EXCISES, FINES, AND PENALTIES; FOR SUPPLIES, SERVICES, OR MERCHANDISE PURCHASED BY CONTRACTOR; AND FOR INJURY OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY THAT RESULT DIRECTLY OR INDIRECTLY FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR OR ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE PERFORMANCE OF THIS AGREEMENT.

7. Licenses, Permits, Taxes, Fees, Laws and Regulations

- 7.1 Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.
- 7.2 Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- 7.3 Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations, and the rules and regulations of TSTC.
- 7.4 Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to perform this job in the manner required by this Agreement.

8. Ownership and Use of Work Material

- a. All drawings, specifications, plans, computations, sketches, data, records, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any Contractor's subcontractor in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by TSTC, are the property of TSTC and for its use and re-use at any time without further compensation and without any restrictions.
- b. Contractor hereby grants and assigns to TSTC all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with TSTC in any steps TSTC may take to obtain patent, copyright, trademark or like protections with respect to the Work Material.
- c. TSTC will have the right to use the Work Material for the completion of the Services or otherwise. TSTC may, at all times, retain the originals of the Work Material.
- d. The Work Material will not be used or published by Contractor or any other party unless expressly authorized by TSTC in writing. Contractor will treat all Work Material as confidential.

9. Confidential Information

- 9.1 All information owned, possessed or used by TSTC that is communicated to, learned, developed or otherwise acquired by Contractor in the performance of services for TSTC, that is not generally known to the public, will be confidential and Contractor will not, beginning on the date of first association or communication between TSTC and Contractor and continuing throughout the term of this Agreement and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's own

benefit or the benefit of another, any confidential information, unless required by law.

9.2 Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Services or the engagement of Contractor as an independent Contractor of TSTC in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of TSTC. Contractor will obtain assurances similar to those contained in this Section from persons and subcontractors retained by Contractor.

9.3 The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason for a period of (4) years.

9.4 TSTC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General, with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.

9.5 The confidentiality obligations of the Contractor hereunder shall not apply to any material or information that: (i) is, or at any time becomes, a part of the public domain through no act or omission of the Contractor; (ii) is independently discovered or developed by the Contractor; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv) is already known by the Contractor prior to obtaining the information from TSTC.

9.6 Nothing in this Agreement shall preclude the Contractor from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by the Contractor in the performance of Services hereunder.

10. **Relationship Between Parties**

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent Contractor and is not a state employee, partner, joint venture, or agent of TSTC. Contractor will not bind nor attempt to bind TSTC to any agreement or contract. As an independent Contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance (if required by law).

11. **Alternative Dispute Resolution**

11.1 To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolutions process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TSTC and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Chief Business Officer of TSTC shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this

Agreement by TSTC nor any other conduct, action or inaction of any representative of TSTC relating to this Agreement constitutes or intended to constitute a waiver of TSTC's or the state's sovereign immunity to suit; and (ii) TSTC has not waived its right to seek redress in the courts.

- i. Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to TSTC in accordance with the notice provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that TSTC allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of TSTC, or such other officer of TSTC as may be designated from time to time by TSTC by written notice therefore to Contractor in accordance with the notice provisions in this Contract, shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.
- ii. If the parties are unable to resolve their disputes under subparagraph (a.) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by TSTC.
- iii. Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (1) neither the execution of this Agreement by TSTC nor any other conduct, action or inaction of any representative of TSTC relating to this Agreement constitutes or is intended to constitute a waiver of TSTC's or the state's sovereign immunity to suit and (2) TSTC has not waived its right to seek redress in the courts.

11.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

11.3 TSTC and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

12. Independent Contractor

- a. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of TSTC. Contractor will not bind nor attempt to bind TSTC to any Agreement or contract. As an independent contractor,

Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance.

13. Insurance

- a. Contractor will obtain and maintain in force for the duration of this Agreement and any extensions thereof, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain at their sole expense, the following insurance coverage for the duration of this Agreement, in at least the amounts specified:
 - i. Workers Compensation: Statutory Limits
 - ii. Employer's Liability: \$1,000,000 per accident and employee
 - iii. Commercial General Liability (including contractual liability): \$2,000,000 per occurrence
 - iv. Product/Completed Ops: \$2,000,000 aggregate
 - v. Auto Liability: \$1,000,000 combined single limit
 - vi. All other insurance required by state or federal law
- b. All policies (except Workers' Compensation) shall name TSTC as an Additional Insured. A Waiver of Subrogation in favor of TSTC and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to TSTC prior to commencement of any services under this Agreement. If a policy contains deductible provisions, Contractor shall be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against TSTC, its agents, employees or representatives.
- c. CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT TSTC DOES NOT MAINTAIN AND WILL NOT OBTAIN INSURANCE OF ANY TYPE TO PROTECT CONTRACTOR AGAINST ANY LOSS, DAMAGE OR INJURY THAT MAY IN ANY WAY RESULT FROM CONTRACTOR'S PERFORMANCE OF THE SERVICES.

14. Purchasing Terms and Conditions

- a. Venue; Governing Law. Harrison County will be the proper place for suit on or in respect of the Agreement as required by Chapter 135 of the Texas Education Code. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
- b. Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing

the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

- c. Tax Certification. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, then Contractor certifies that it is not currently delinquent in the payment of any taxes due under such Chapter, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- d. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under the Contract may be applied directly toward any debt or delinquency that Contractor 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.
- e. Products and Materials Produced in Texas. If Contractor will provide services under the Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, Contractor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- f. State Auditor's Office. Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- g. Fees & Payment Terms. Notwithstanding any term or condition in the Contract to the contrary, all invoices shall be payable to Contractor within thirty (30) days after TSTC's receipt of invoice and delivery of the Product or Services in accordance with the Texas Prompt Payment Act, currently codified in Section 2251.025(a), *Texas Government Code*. Interest shall be payable by TSTC on all past due amounts at the rate specified in Section 2251.025(b) of such Code. Notwithstanding anything to the contrary, Contractor understands and acknowledges that TSTC's payment processes are stipulated by the *Texas Prompt Payment Act*, and nothing in the Contract shall be construed to prevent or restrict TSTC from full compliance with such Act.
- h. Eligibility Certification. To the extent applicable, pursuant to Sections 2155.004 and 2155.006, *Texas Government Code*, Contractor certifies that the individual or business entity named in the Contract 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.
- i. Texas Family Code Child Support Certification. To the extent applicable, pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to

- receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- j. Loss of Funding. Performance by TSTC under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Texas State Technical College System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then TSTC will issue written notice to Contractor and TSTC may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TSTC.
 - k. Prohibition on Contracts with Companies Boycotting Israel. Pursuant to the provisions of Chapter 2270 of the *Texas Government Code*, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.
 - l. Tax Exemption. Contractor understands and accepts that TSTC, as an agency of the State of Texas, is exempt from most State and Federal taxes. Contractor will not attempt to pay taxes on TSTC's behalf and TSTC will not reimburse contractor for any taxes paid. A tax exempt certificate is available to contractor upon request.
 - m. Protected Data Security. For purposes of this section, "Service Provider" and Contractor are the same. "TSTC Confidential Information" means records maintained by TSTC, and records obtained by Service Provider from TSTC under this Agreement, including (1) records and data provided electronically, on paper, or via online access or email, (2) records and data that Service Provide has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data incorporated in any manner into Service Provider's records, files or data compilations. Service Provider shall protect the confidentiality of TSTC Information and comply with all statutory, regulatory and Agreement requirements. Service Provider's protection of the confidentiality of TSTC Information will survive the termination of this Agreement. Service Provider shall keep and maintain complete and accurate records sufficient to allow TSTC, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Service Provider's compliance with this Agreement. Service Provider shall be responsible and liable for any damages resulting from a breach by Service Provider including damages and losses of third parties. Service Provider shall reimburse TSTC for any costs incurred by TSTC in reimbursing third parties damaged by Service Provider's breach and costs incurred in attempts by TSTC to limit third party losses resulting from Service Provider's breach. Service Provider agrees to accept liability for any damage to TSTC's hardware, software, or TSTC Information when such damage is caused by the actions of employees, contractors, sub-contractors or agents of Service Provider, whether or not the individual was an authorized User under this Agreement.
 - n. FERPA Protection of Confidential Data. For purposes of this section, "Service Provider" and Contractor are the same, and "Institution" and TSTC are the same. The extent that 34 *Code of Federal Regulations* § 99.33(a)(2) is applicable, Service Provider agrees to abide by the limitations on re-disclosure of **personally identifiable information from education records** set forth in The Family Educational Rights and Privacy Act and with

the terms set forth in this subsection. **34 FR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made. Definition: Covered data and information (CDI)** includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution’s students to the Service Provider. **Acknowledgment of Access to CDI:** Service Provider acknowledges that the Agreement allows the Service Provider access to CDI. **Prohibition on Unauthorized Use or Disclosure of CDI:** Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all CDI to Institution or, if return is not feasible, destroy any and all CDI. **Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** Service Provider shall, within one day of discovery, report to Institution any use or disclosure of CDI not authorized by this agreement or in writing by Institution. Service Provider’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by Institution.

- o. Historically Underutilized Business Subcontracting Plan. To the extent applicable, Contractor shall subcontract the Services to historically underutilized businesses (“HUB(s)”) in accordance with Contractor’s HUB Subcontracting Plan (“HSP”) set forth in **Exhibit X** entitled “HUB Subcontracting Plan,” attached and incorporated for all purposes. In accordance with the HSP, Contractor shall submit to TSTC information necessary to assure that Contractor is adhering to the HSP. TSTC may conduct audits to assure that Contractor’s is adhering to the HSP. No changes to the HSP may be made unless approved in writing by TSTC. Except as specifically provided in the HSP, Contractor shall not subcontract any of its duties or obligations under this Agreement, in whole or in part. This Agreement is subject to 34 *Texas Administrative Code* (“TAC”) *Section 20.14*. Contractor shall comply with all of its duties and obligations under 34 *TAC section 20.14*. In addition to other rights and remedies, TSTC may exercise all rights and remedies authorized by 34 *TAC Section 20.14*.
- p. Breach of Contract Claims. To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time (“Chapter 2260”), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by TSTC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:
 - a. Contractor’s claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in

subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by *subchapter B of Chapter 2260*, to TSTC in accordance with the notice provisions in this Contract. Contractor's notice shall specifically state that the provisions of *subchapter B of Chapter 2260* are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that TSTC allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with *subchapter B of Chapter 2260* is a required prerequisite to Contractor's filing of a contested case proceeding under *subchapter C of Chapter 2260*. The Chief Business Officer of TSTC, or such other officer of TSTC as may be designated from time to time by TSTC by written notice thereof to Contractor in accordance with the notice provisions in this Contract, shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.

- b. If the parties are unable to resolve their duties under subparagraph (a.) of this section, the contested case process provided in *subchapter C of Chapter 2260* is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by TSTC.
- c. Compliance with the contested case process provided in *subchapter C of Chapter 2260* is a required prerequisite to seeking consent to sue from the Legislature under *Chapter 107 of the Texas Civil Practices and Remedies Code*. The parties hereto specifically agree that (1) neither the execution of this Agreement by TSTC nor any other conduct, action or inaction of any representative of TSTC relating to this Agreement constitutes or is intended to constitute a waiver of TSTC's or the state's sovereign immunity to suite and (2) TSTC has not waived its' right to seek redress in the courts.
- ii. The submission processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- iii. TSTC and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.
- q. Limitations. The Parties are aware that there may be constitutional and statutory limitations on the authority of TSTC (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on TSTC property; disclaimers and limitation of warrants; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; indemnities; insurance requirements and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TSTC except to the extent authorized by the laws and Constitution of the State of Texas.
- r. Indemnification. CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS TSTC, THE TSTC SYSTEM, ITS RESPECTIVE REGENTS, OFFICERS,

DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND JUDGMENTS FOR TAXES, LICENSE FEES, EXCISES, FINES, AND PENALTIES; FOR SUPPLIES, SERVICES, OR MERCHANDISE PURCHASED BY CONTRACTOR; FOR WAGES AND FRINGE BENEFITS OF CONTRACTOR'S EMPLOYEES; AND FOR INJURY OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY THAT RESULT DIRECTLY OR INDIRECTLY FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR OR ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTOR'S IN THE PERFORMANCE OF THIS AGREEMENT.

- s. Ethics. TSTC officers and employees may not have a direct or indirect interest, including financial and other interests, engage in a business transaction or professional activity, or incur any obligation of any nature, that is in substantial conflict with the proper discharge of the officer's or employee's duties in the public interest. A TSTC officer or employee will not: 1) Accept or solicit any gift, favor, or service that might reasonably tend to influence the officer or employee in the discharge of official duties or that the officer's or employee's official conduct; 2) accept other employment or engage in a business or professional activity that the officer or employee might reasonably expect would require or induce the officer or employee to disclose confidential information acquired by reason of the official position; 3) accept other employment or compensation that could reasonably be expected to impair the officer's or employee's independence of judgment in the performance of their official duties; 4) make personal investments that could reasonably be expected to create a substantial conflict between the officer's or employee's private interest and the public interest; or 5) intentionally or knowingly solicit, accept or agree to accept any benefit for having exercised the officer's or employee's official powers or performed their official duties in favor of another. TSTC may not use appropriated money to compensate a state employee who violates a standard conduct. In accordance with the Texas Constitution, an officer or employee of the state may not, directly or indirectly, profit by or have a pecuniary interest in the preparation, printing, duplication, or sale of a publication or other printed material issued by a department or agency of the executive branch. A person who violates this provision may be dismissed from TSTC employment.
- t. Texas Public Information Act. Notwithstanding any provisions of this Agreement to the contrary, the Contractor understands that TSTC will comply with the *Texas Public Information Act, Gov't Code, Chapter 442* as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TSTC agrees to notify Contractor within twenty-four (24) hours of receipt of a request for information related to Contractor's work under this Agreement. The Contractor will cooperate with TSTC in the production of documents responsive to the request. The Contractor may request that TSTC seek an opinion from the Attorney General of the State of Texas. However, TSTC will not honor Contractor's request for an opinion if the request is not based upon a reasonable interpretation of the *Texas Public Information Act*. Additionally, the Contractor will notify TSTC General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in conducting this Agreement. This Agreement and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Agreement may be subject to the *Texas Public Information Act*. Contractor agrees to

maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

- x. Counterparts. This Agreement may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

15. Other Terms and Conditions

- a. TSTC Marks. All name, logos and symbols of TSTC (“TSTC Marks”) are owned by the Board of Regents. No displays or other advertising may state/imply that TSTC endorses a particular Contractor’s Goods. Any use of TSTC marks must have prior written approval of TSTC. In specific instances Contractor can reference TSTC by name but only as a customer of Contractor and may appear on Contractor’s promotional material or website so long as reference does not endorse Contractor.
- b. Notice. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given at the addresses as listed below. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

If to TSTC: Texas State Technical College
Student Services Department
2650 East End Blvd. South
Marshall, TX 75672
Attention: Mr. Bart Day, Provost
Fax: (903) 935-5656
Email: Bart.Day@tstc.edu

with copy to: Texas State Technical College
Financial and Administrative Services
2650 East End Blvd. South
Marshall, TX 75672
Attention: Ratchel Brown, Sr. Buyer of Procurement
Services
Email: rachel.brown@tstc.edu

If to Contractor: _____

Attention: _____

- c. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- d. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Contractor and TSTC and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TSTC and Contractor.
- e. Captions. The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- f. Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“force majeure occurrence”).
- g. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- h. Governing Law. The Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

Duly authorized representatives of the parties have executed and delivered this Agreement to be effective as of the Effective Date.

TSTC

Texas State Technical College

By: _____

Bart Day
Provost

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____

Texas State Technical College

By: _____

Jeffery Kilgore
Vice Chancellor/CMO

Date: _____

Texas State Technical College

By: _____

Michael Reeser
Chancellor/CEO

Date: _____

Attached:

Exhibit A: Scope of Services

Exhibit B: RFP

Exhibit C: Proposal

Exhibit D: HUB Subcontracting Plan