



Request For Proposal

for

Professional Training Services

DG-002-15

Final Response due no later than

10:00 AM (Central Standard Time) On July 29, 2015

# Texas State Technical College Harlingen

Issued by:

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# **1. INTRODUCTION**

## **1.1 Scope of Project**

Texas State Technical College (TSTC, COLLEGE) is soliciting bids from qualified BIDDERS (Vendors, Contractors, and Respondents) to provide Training Services for Employees and selected external audiences. Bid finalists will be expected to meet the requirements specified in this Request for Proposal (herein referred to RFP) document. Successful BIDDERS will be required to conform to all federal and state regulations including, but not limited to, Texas as they apply to the services provided. TSTC reserves the right to award multiple contracts from this RFP. Proposals must include a description of training notifications/invitations. Proposals should also include a description of training materials that will be offered such as pre and post testing options, embedded videos or other multi-media, audio instructions and guided tutorials along with downloadable hard copies. Synchronous descriptions should describe archiving.

## **1.2 About TSTC**

Texas State Technical College (TSTC) was established in 1965 as the James Connally Technical Institute (JCTI) of Texas A & M University to meet the state's evolving workforce needs. This college was located in Central Texas at the former James Connally Air Force Base in Waco. At the time, Governor John Connally predicted that it would be "the most sophisticated technical-vocational institute in the country."

In 1967, JCTI expanded to include a South Texas campus in Harlingen. In 1969, the colleges separated from Texas A & M University and became an independent state system, with the name Texas State Technical Institute (TSTI) and its own Board of Regents. Additional campuses were created in 1970 in Amarillo in the Panhandle of Texas and in Sweetwater in West Texas. As the demand for quality technical education continued to grow, extension centers were established in McAllen (1983), Abilene (1985), Breckenridge (1989), Brownwood (1991), and Marshall (1991). In 1991, TSTI was renamed Texas State Technical College (TSTC). In 1999, the extension center in Marshall became an independent college of the system.

Today, the Texas State Technical College System includes four colleges: TSTC Harlingen, TSTC Marshall, TSTC Waco, and TSTC West Texas, which makeup campuses in Abilene, Breckenridge, Brownwood, Sweetwater, Hutto Ingleside, North Texas and Richmond. More than 15,000 students attend TSTC on credit programs alone.

TSTC is the only state-supported technical college system in Texas. With a statewide role and mission, TSTC is efficiently and effectively helping Texas meet the high-tech challenges of today's global economy, in partnership with business and industry, government agencies, and other educational institutions. TSTC has high graduation rates, exceptional postgraduate success rates, and an outstanding record in graduating individuals from diverse cultural and socioeconomic backgrounds.

<http://www.tstc.edu/>

### **1.3 Call for Proposal**

The purpose of this RFP is to solicit proposals from qualified training providers who have the capacity to develop and deliver e-learning or face-to-face training programs designed to support the skills and knowledge of the areas workforce and the development of its professionals. Texas State Technical College will select training firms (which may also include individuals), as pre-qualified vendors for the purpose of delivery a variety of training to employees and external audiences that may include private sector employees. Training content must be capable of encompassing Texas State Technical College's workforce development policies and procedures and where appropriate, incorporate best practices use in both the Public and Private Sectors.

### **PURPOSE**

The purpose of this RFP is for TSTC and all of its campuses to solicit proposals and enter into contract(s) with qualified BIDDERS. BIDDERS to provide but not limited to the following course and training modules. BIDDERS must note if they can deliver their services statewide or only local. (please note location) Please note if you provide Classroom, Online or Both and what kind of business model(refer to section 2.3) is being used to determine price. Please submit your course listings using Attachment A .

**Bidders not providing Attachment A along with the RFP will be disqualified.**

Please note that Attachment A can be modified by adding additional columns so as to better describe courses, pricing methods, etc.



## **2. Specific terms and conditions are outlined.**

### **2.1 On-site Demonstration**

**Vendors may also be required to present an on-site demonstration of their system capabilities as part of the proposal process, TBA. This would be done at no cost to Texas State Technical College – Harlingen.**

### **2.2 Definitions**

Business terms

- Fiscal year: The COLLEGE'S fiscal year is from September 1 to August 31 each year.
- Proposal: A written response to this RFP received from a BIDDERS.
- Respondent: A company that responds to this RFP, also called BIDDERS.
- RFP: The Request For Proposal contained in this document.
- Texas State Technical College same as COLLEGE.
- End Users: The persons to whom these services are provided: Employees, students, parents, and other recipients as designated by the COLLEGE.

### **2.3 Business Model**

- Each proposer must describe what kind of business model they employ to recruit and enroll students.
- Vendor Managed- (Enrollment and Billing pass to TSTC from Vendor) Propose payout schedule, enrollment reporting, other reporting outputs.
- TSTC Managed- (Enrollment and Billing would be managed by TSTC) Propose expected payment schedule and reporting that is required. Provide discounts for example, \$500 each if Vendor Managed or \$3,000 for class of 10 or \$5,000 for class of 20 if TSTC Managed.

## **2.4 Requested Training Format:**

### Synchronous

- Synchronous - geographically dispersed registrations accessing a unique link to a specific training event. Instructor will lead training through either conference call phone access or computer audio. Presentations will include access to PowerPoint and other instructional material during live training with download capability as well as the option to have sessions recorded for later review through system archives. Registrants must have access via audio or real time chat box functions to interact with the instructor and fellow students.

### Asynchronous

- Asynchronous - on-demand training registrants can access at any time via a unique link. The proposal should describe training format as facilitated or self-paced and include information outlining how assignments and potential group and instructor interaction will be facilitated

### Classroom

- Classroom – Offered in up to a 7.5 hour traditional training format, in various locations around Texas State Technical College.

### E-Learning

- E-learning – the use of electronic means to disperse training using electronic technologies such as computer- and Internet-based courseware, local and wide area networks.

### Blended Learning

- Blended learning - combining face-to-face classroom methods with e-learning activities to form an integrated instructional approach.

## **2.5 Deliverables**

- Training Delivery Formats- the successful vendor must offer workforce professional development training that can provide internet-based synchronous, asynchronous or traditional classroom style format. Training delivery must accommodate a wide variance in hardware/software available within Texas State Technical College's facilities.
- Training Courses- Must be workforce development related designed to enhance the skills and abilities of professionals representing all levels of service delivery from front line to administration.

- Capacity- The successful vendor(s) must describe the capacity to quickly modify its course offerings as changes that State law may require. It is critical that the vendor(s) have the capacity to stay abreast of funding, eligibility, reporting (required data input) and organizational changes that frequently take place at Texas State Technical College and local level. Training must address the most current legal, program and operational requirements and extended delays in making course changes cannot be allowed. Additionally, the ability to adjust content and flow based on course feedback.
- Workforce Instructional Experience- Vendors responding to this RFP must possess experience conducting workforce training relating to State workforce policies with an awareness of Texas's structure. Proposals must include a description of training notifications/invitations. Proposals should also include a description of training materials that will be offered such as pre and post testing options, embedded videos or other multi-media, audio instructions and guided tutorials along with downloadable hard copies. Synchronous descriptions should describe archiving capabilities to create future asynchronous trainings.
- Evaluations of Vendor Course Results- Vendor(s) will be evaluated at the end of each course utilizing the format in Attachment A to this RFP.
- Required Reporting (addition to Section 10)- Proposals should outline the existing reports available that vendor(s) can provide specific to each course provided. In addition, proposals should offer recommended specific or additional reporting for the purposes of Texas State Technical College evaluating the effectiveness and program modifications to drive future improvement. At a minimum, the proposals should identify reporting capabilities that included:
  - Class Registration to include Student Name, Agency, Date Registered, Employee Identification Number.
  - Class Participation to include: Student Name, Agency, Date Attended, Date Completed and Pass/Fail results as applicable i.e. compliance training
  - Number of Training Hours provided per course
  - Teacher/Student Ratio by class/training offered/completed
  - Training Provided by Agency Name to include Course/Training Name/Topic, Agency, Dates, Enrollees, Names, Costs and student evaluation data
  - Invoicing to include sign in and attendance sheet

- Course/Training Specific Outlines-Proposals should include course descriptions that map to the sample Training areas identified in the RFP. BIDDERS may submit their course catalog but must provide a pointer or identifier to allow easy identification of the following information:

1. Learning Objectives
2. Target Audience
3. Minimum and Maximum class size
4. Mode of delivery
5. Course description

## **2.6 Reports**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors

Usage Report (Vendor Managed Enrollment and Billing)

TSTC shall be furnished on the 15th (or next business day after the 15th day) of each month by the successful Vendor Electronically in Excel format detailing the purchasing of all items on this contract. The reports shall be submitted electronically in EXCEL and sent as an attachment to \_\_\_\_\_ It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

## **2.7 Billing**

The successful BIDDERS will have the ability to bill the COLLEGE a flat monthly rate and, if necessary, bill individual departments on campus separately.

Other Functions

Respondents may propose additional functions not identified here.



## **2.8 Customer Service**

- The successful BIDDERS will provide online help menus and test instructions consistent with Windows standards.
- Training
- The successful BIDDERS will provide the COLLEGE with the available training options, including application administrators, message generators, message receivers, etc.
- End-User Support
- The successful BIDDERS will provide every department that requires the service separate support; in other words, no single point of contact for the entire campus.
- Round-the-clock Availability
- The successful BIDDERS will have customer service available 24x7, 365 days a year.
- Other Functions
- Respondents may propose additional functions not identified here.

## **2.9 Conferencing**

The successful BIDDERS will provide the COLLEGE the ability to conference multiple end-users into one single call.

Other Functions

Respondents may propose additional functions not identified here.

## **2.10 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful BIDDERS under this RFP.

## 2.11 RFP Schedule of Events

The timeline of this RFP will be governed by the following chronology of important dates:

Release of RFP .....	July 9, 2015
Start of question & answer period.....	July 10, 2015
End of question & answer period.....	July 17, 2015
Responses to questions sent.....	July 22, 2015
RFP Due .....	July 29, 2015 10:00 AM
Short List Vendor Interviews (if required) .....	July- TBA
Short List Vendor Demonstrations (if required).....	July- TBA
RFP decision made/award granted prior to .....	July, 2015 (estimated)

## 2.12 Process Overview

- BIDDERS Qualification Process
- Evaluation of RFP Responses
- Selection of Finalists
- Contract/Award
- COLLEGE Campus Notification

## 3. GENERAL INFORMATION

### 3.1 BIDDERS Qualifications

Sole responsibility for the complete effort required in submitting a proposal in response to this RFP belongs to the BIDDERS. No special consideration will be given after proposals are opened because of a BIDDER's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a proposal in response to this RFP, the BIDDERS represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

All costs incurred by a BIDDERS in the preparation and submittal of a proposal in response to this RFP are the sole liability of the BIDDERS.

Vendors are encouraged to submit any additional information or comments they wish considered. This additional information should be included as a separate appendix to the proposal.

The vendor may not assign or transfer this agreement nor its rights and privileges granted under this agreement, either in whole or part, without the written consent of the College. The vendor is responsible for obtaining and keeping up to date all licenses and permits required by Federal, State, County, or Municipal agencies,; and to abide by such agencies' laws, rules, regulations governing the facilities of the College.

### **3.2 Demonstrated Experience and Performance/References**

- The vendor must include a list of five (5) college and university accounts (including any and all Texas college and university accounts) currently under contract. This list must include the name and telephone number of the university/college administrator for each operation. Vendor must have been in existence for three (3) years.
- The College reserves the right to make visitations to and hold interviews with clients at any and all of the operations disclosed in the proposal.
- Each vendor must include a list of all college and university accounts including Texas college and university accounts which were canceled, or not renewed during the past three (3) years, with reasons for such cancellation or non-renewal. This list will include the name and telephone number of the college or university contract administrator.

### **3.3 Qualifications in the State of Texas**

BIDDERS must certify that they are authorized to perform work in the State of Texas, and furthermore, possess all necessary State of Texas licenses and permits to legally perform all work associated with this RFP and resulting contract.

### **3.4 Financial Stability**

BIDDERS shall have sufficient financial stability to provide the funding necessary to start this project and continue to provide the services negotiated through the contract end date. If BIDDERS is a reseller, the supplier shall also meet this requirement. BIDDERS is to attach most recent annual financial report for BIDDERS and any supplier as applicable.

### **3.5 Technical Qualifications and Resource Availability**

BIDDERS shall have an adequate number of technically qualified staff and resources to meet service installation, delivery, and support requirements according to estimated quantities and time frames.

### **3.6 Reseller Authorization and Support**

In the event that the BIDDERS, as a reseller, is proposing services supplied by another vendor, BIDDERS shall provide a signed statement from the vendor:

- Authorizing the resale of the proposed services supplied to the COLLEGE.
- Certifying the accuracy of the BIDDER'S technical response.
- Certifying supplier's on-site support for the entire duration of the installation and as needed by the COLLEGE.
- Certifying supplier's concurrence that the estimated delivery schedule can and will be met.
- Certifying supplier's agreement to assume BIDDER'S responsibilities to complete the contract should BIDDERS fail to fulfill the delivery of service, terms, and conditions of the contract for any reason.

### **3.7 Warranties by BIDDERS**

- BIDDER affirms that all submitted information is true and accurate and may be relied upon by TSTC.
- BIDDER has carefully read the RFP and has the capacity to carry out all of the responsibilities set forth therein.
- BIDDER affirms the proposal is not made in the business or financial interest of, or on behalf of, any undisclosed person, partnership, company, organization, or corporation and that BIDDERS has not directly or indirectly induced any other BIDDER to submit a false or sham proposal.
- BIDDER has carefully read the RFP and has the capacity to carry out all of the responsibilities set forth therein.

## **4. RFP PROCESS**

### **4.1 Negotiation of Contract**

BIDDER acknowledges that TSTC retains the right to negotiate any terms and/or conditions of an Agreement resultant from the response to this RFP.

### **4.2 Deadlines**

All respondent deadlines recorded in Section 1.6 (Schedule of events) will be understood as ending at 10:00:00 AM Central Standard Time on the listed date.

All final RFP responses are due at the Texas State Technical College Procurement department **on July 29, 2015 at 10:00:00 AM Central Standard Time.**

### **4.3 RFP Questions**

Starting **on July 10, 2015 and ending on July 17, 2015,** potential respondents may only submit written questions to the following individual:

Daniel de la Garza  
Sr. Buyer  
Texas State Technical College  
1902 North Loop 499  
Harlingen, Texas 78550  
E-mail: [danny.delagarza@harlingen.tstc.edu](mailto:danny.delagarza@harlingen.tstc.edu)

Questions will be publicly answered on or around **July 22, 2015** in the form of a formal RFP addendum. Documentation of all questions and answers will be made publicly available by the Procurement Department. At the discretion of the Procurement Department, the COLLEGE reserves the right not to answer any questions that are not relevant to this RFP or that could bias the outcome of the bid process.

### **4.4 Proposal Validity**

The respondent's proposal must be valid for a minimum of 90 days from the RFP due date.

## 4.5 Proposal Conformance

Proposals that do not substantially meet the formatting and content requirements described in Section 5 may be disqualified from the bid process. However, in the event that no bids sufficiently match the formatting and content requirements, Procurement reserves the right to seek proposal clarifications through the request of re-submittals or clarification letters.

## 4.6 Selection Process / Basis of Award

### 4.6.1 Texas State Technical College's Right to Award Multiple Source Contracting

Texas State Technical College may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of Texas State Technical College.

### 4.6.2 Response Evaluation and Scoring

Proposals will receive quality points based on accuracy, thoroughness and ease of understanding of BIDDER's response to this RFP.

The COLLEGE reserves the right to accept, reject, or waive any irregularities in any proposal; however, any irregularities may render the proposal non-responsive. The COLLEGE reserves the right to award an opportunity to negotiate a CONTRACT after reviewing, evaluating, and comparing all responses pursuant to the following criteria:

Criteria	Criteria Description	Weight
Experience and reputation in creating and delivering training in the Public /Private Sector	Does the vendor have the experience and reputation for providing the required training in the Public Sector?	20
Reporting capabilities and frequency (standard and customizable)	Does the vendor have the capability to provide reports in the frequency and format required by the RFP?	10
Based on the proposal submission, the vendor demonstrated the resources/ capability/ history to provide a variety of instructional services.	Does previous work experience indicate the knowledge and resources to provide the training identified in the proposal?	10
Experience working with levels of personnel identified in the proposal with a demonstrated understanding of the approach/services	Does the vendor have direct experience in working with the levels of staff identified in the proposal? Did the proposal demonstrate sufficient understanding of the needs and relative approach?	40
Price	Attachment A	10
Completeness of submission to include clarity, readability, and presentation of material	Did the vendor comply with the directions as outlined in the RFP? Was the material easy to follow?	10
<b>Total</b>		<b>100%</b>

#### **4.7 Interview Process Requirements**

Bidders which have agreed to enter into the interview/negotiation process must be ready to discuss the items listed in the proposal. The bidder should be prepared to bring firm costs to the table, as well as any adjusted costs that could be expected in order to arrive at the Best and Final Offer (BAFO). The interview/negotiation process will be scheduled at the Procurement Office -TBD. Interview times will be allotted a maximum of one (1) hour. The college reserves the right to hold multiple interviews with the BIDDERS that have presented advantageous information in the initial interview process.

#### **4.8 RFP Review Committee**

An evaluation team from the COLLEGE will evaluate proposals. The evaluation of proposals and the selection of the BIDDERS will be based on the information provided by BIDDERS in its proposal.

#### **4.9 Method of Award**

When TSTC has completed the BIDDERS selection process, the selected respondents will be notified in writing (mail or fax) and by telephone, after which negotiation of contractual details will begin. Unsuccessful BIDDERS may contact the COLLEGE Procurement office to learn the status of RFP evaluations, and only after an award is made, which BIDDERS was selected.

### **5. RFP REQUIRED SUBMITTALS**

#### **5.1 Specifications Response**

One (1) original and four (4) hard copies of BIDDER'S entire proposal, each to include BIDDERS'S written response and all information and documentation required for the submittals and attachments.

- One (1) signed original and four (4) hard copies of RFP and Attachment A
- BIDDERS should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to the COLLEGE in a contract for the Services.
- RFP RESPONSES MAY BE SUBMITTED IN PERSON, BY U.S. MAIL, OR EXPRESS DELIVERY SERVICE. FAXED OR EMAILED PROPOSALS SHALL NOT BE ACCEPTED.

#### **5.2 RFP Response Content**

##### **Cover Letter**

- Submit a cover letter on official respondent letterhead and signed by an appropriate official in the organization. This letter should certify the accuracy of all information contained in the proposal and specify how long it will remain valid.

### **Executive Summary**

- Submit an overview of the respondent's background, financial structure and health, and approach to billing reconciliation.

### **RFP General Response**

- Proposals in response to the RFP must address all items in **Section 2 – Purpose** and **Section 3 – General Information**. Vendors must respond to all items in these sections and follow the same general format and numbering system.

### **Additional Respondent Information**

- Respondents are permitted to submit any additional information regarding the organization or proposed solution, provided it is relevant to the RFP and the COLLEGE'S needs.

## **5.3 Award of Contract**

A response to this RFP is an offer to contract based upon the terms, conditions and specifications contained herein. The RFP does not become a contract until they are accepted through a Purchase Order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award. Any legal actions must be filed in McLennan or Travis County, Texas. The term of the contract between the successful BIDDERS and Texas State Technical College shall be for **two (1) year with up to three (3) extensions for a period of one (1) year for each extension** at the discretion of Texas State Technical College upon sixty (60) days written notice from Texas State Technical College. In the event the State of Texas fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of Texas State Technical College requiring the expenditure of money for which no specific appropriation is available.

- Performance Requirements- The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.
- Costs and Payment Schedules- All contract costs must be as detailed specifically in the Vendor's cost proposal. The cost proposal shall detail all components of the delivered training, and identify areas of opportunity to reduce cost through Texas State Technical College providing certain materials. No charges other than as specified in the proposal shall be allowed without written consent of Texas State Technical College. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

- Texas State Technical College will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. Texas State Technical College may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).
- Penalties- Texas State Technical College may include in the final contract penalty provisions for non-performance, such as liquidated damages.
- Termination for Cause- If for any reasons, or through any cause, the vendors fails to fulfil in timely and proper manner their obligations under the contract, or if the vendor violates any of the covenants, agreements or stipulations of the contract, Texas State Technical College shall thereupon have the right to terminate the contract by giving written notice to the vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the vendor under the contract shall, at the option of Texas State Technical College, become its property, and the vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to Texas State Technical College.
- Termination of Convenience- Texas State Technical College may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of Texas State Technical College, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to Texas State Technical College. If the contract is terminated by Texas State Technical College as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.



## **6. GENERAL TERMS AND CONDITIONS**

### TSTC General Terms and Conditions

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP, ANY EXCEPTIONS THERE TO MUST BE IN WRITING.

### **BIDDING REQUIREMENTS**

Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.

RFPs should be submitted on this form. RFPs must be time stamped at ordering agency on or before the hour and date specified for the RFP opening.

Late and/or unsigned RFPs will not be considered under any circumstances. Person signing RFP must have the authority to bind the firm in a contract.

Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.

RFP prices are requested to be firm for TSTC acceptance for 30 days from RFP opening date. "Discount from list" proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.

RFPs should give Payee ID Number, full firm name and address of Proposer on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a RFP, in the block provided in the upper right hand corner. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number

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Sole owner should also enter Social Security Number

---

Proposal cannot be altered or amended after Submittal Deadline. Alterations made before Submittal Deadline should be initialed by Proposer or his authorized agent. No RFP can be withdrawn after Submittal Deadline without approval by TSTC based on an acceptable written reason.

Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in RFP. Excise Tax Exemption Certificates are available upon request.

TSTC reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the RFP to best serve the interests of TSTC.

Consistent and continued tie bidding could cause rejection of RFPs by TSTC and/or investigation for antitrust violations.

TSTC shall not be responsible for failure of electronic equipment or operator error. Late illegible, incomplete, or otherwise non-responsive RFPs will not be considered.

## **SPECIFICATIONS**

Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, RFP should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified offered, illustrations and complete description of product offered are requested to be made part of the RFP. Failure to take exception to specifications or reference data will require Proposer to furnish specified brand names, numbers, etc.

Unless otherwise specified, items shall be new and unused and of current production.

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

Samples, when requested, must be furnished free of expense to TSTC. If not destroyed in examination, they will be returned to the Proposer, on request, at Proposer's expense. Each sample should be marked with Proposer's name and address, and requisition number. Do not enclose in or attach RFP to sample.

Any oral statement or representation contrary to the written specifications of this Request For Proposal (RFP) will not bind TSTC.

Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

## **TIE PROPOSALS**

Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences)

## **DELIVERY**

Show number of days required to place material in the TSTC central receiving designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates Proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause RFP to be disregarded.

If delay is foreseen, selected vendor shall give written notice to the ordering agency. Selected vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the ordering agency to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting selected vendor.

No substitutions permitted without written approval of TSTC.

Delivery shall be made during normal working hours only, unless prior written approval has been obtained from ordering agency.

## **INSPECTION AND TESTS**

All goods will be subject to inspection and test by TSTC. Authorized ordering agency personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the RFP or on samples taken from regular shipment. All costs shall be borne by the selected vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at TSTC's option, be returned to the selected vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

## **AWARD OF CONTRACT**

A response to this RFP is an offer to contract based upon the terms, conditions and specifications contained herein. RFPs do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, 2157.003 shall also be considered in making an award. Any legal actions must be filed in Cameron County, Texas.

## **PAYMENT**

Selected vendor shall submit an itemized invoice showing TSTC's purchase order number. TSTC will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. For restrictions regarding prepayment, see section 11, b

## **PATENTS OR COPYRIGHTS**

The selected vendor agrees to protect TSTC from claims involving infringement of patents.

## **VENDOR ASSIGNMENTS**

Selected vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to IFBs must give the requisition number, codes, and opening date.

## **PROPOSER AFFIRMATION**

Signing this RFP with a false statement is a material breach of contract and shall void the submitted RFP or any resulting contracts, and the Proposer shall be removed from all bid lists.

The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted RFP.

Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the RFP made to any competitor or any other person engaged in such line of business.

Pursuant to Section 2155.004 Government Code the Proposer has not received compensation for participation in the preparation of the specifications for this RFP.

Pursuant to Section 231.006(d), Family Code (relating to child support), the Proposer certifies that the individual or business entity named in this RFP is not ineligible to receive this specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Under Section 2155.004 Government Code the Proposer certifies that the individual or business entity named in this RFP is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

The Selected contractor shall defend, indemnify, and hold harmless TSTC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

Proposer agrees that any payments due the selected contractor under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Proposer 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 Proposer will complete the following information in order for the RFP to be evaluated:

Name of Former executive: \_\_\_\_\_

Name of State agency: \_\_\_\_\_

Date of separation from State agency: \_\_\_\_\_

Date of Employment with Proposer: \_\_\_\_\_

Proposer agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

Pursuant to Section 231.006©, Family Code,

RFP must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the RFP. Attach name & social security numbers for each person. This information must be provided prior to contract award.

**NOTE TO PROPOSER**

Any terms and conditions attached to a RFP will not be considered unless specifically referred to on this RFP form and may result in disqualification of the RFP. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the ordering agency and the selected contractor to attempt to resolve all disputes arising under this contract

**Insurance Requirements**

In any contract, which is awarded by Texas State Technical College Harlingen (The College), and in which exists the possibility for the risk of personal injury, the Vendor must agree to procure and keep in force insurance with companies acceptable to the College. Such insurance must conform to the following provisions and in amounts no less than those specified below:

A. The Vendor must show proof of such insurance on or before 10 days after an award has been made or before such services or work can begin. If requested by TSTC, the Contractor must provide copies of the actual insurance policies. Insurance shall be written by companies acceptable to TSTC, licensed to transact business in the State of Texas, and have a minimum financial security rating by A.M. Best of "A" or better, or the equivalent for any other rating system. Approval of the insurance by The College shall not relieve or decrease the liability of the Vendor.

B. Unless otherwise provided for in the Supplementary Conditions, the Vendor shall provide and maintain, until the work covered in the Contract is completed and accepted by the college, the minimum insurance coverage in one of the following optional schedules.

TYPE OF INSURANCE	LIMITS OF LIABILITY
Commercial General Liability	
Bodily Injury &	\$1,000,000 General Aggregate
Property Damage	\$1,000,000 Products Aggregate
	\$1,000,000 Each Occurrence
	\$ 50,000 Fire Damage Limit
	\$ 5,000 Medical Expense Limit

Auto Liability to include owned, non-owned and hired vehicles used in the instructional course.

Auto-liability must cover students while they are driving the vehicles.

Bodily Injury	\$250,000 Each Person
	\$500,000 Each Accident
Property Damage	\$100,000 Each Incident
Combined Single Limit	\$500,000 Each Accident

Workers Compensation Coverage Statutory for the State of Texas

Employers	\$500,000 Each Accident
Liability	\$500,000 Each Employee-Disease
	\$500,000 Policy Limit-Disease



Texas State  
Technical College  
Harlingen