

**Brazosport College**  
**Request for Proposals (RFP)**  
**RFP 2021.05**  
**Device Management Software**

**DATE RE-ISSUED:** July 14, 2021

**PROPOSAL DUE DATE:** Sealed proposals for Device Management Software will be received until **Wednesday, July 28, 2021 at 2:00 p.m.** Failure to submit proposals to the correct location by the designated date and hour will result in disqualification. Brazosport College reserves the right to reject any and all proposals and to waive any irregularities. Brazosport College does not accept late or misdirected proposals.

**APPLICATION PROCESS & PROCEDURES:** Please provide one (1) original and two (2) copies of complete bound proposals in response to this Request for Proposal. Proposals should be sent as per the Proposal Due Date & Proposal Delivery instructions and should include:

1. A brief Executive Summary
2. Description of software capabilities
3. Price Proposal
4. RFP Requirements Matrix
5. Vendor Application and W9
6. Conflict of Interest Questionnaire, CIQ form
7. Felony Conviction form
8. House Bill 89 Verification form

Information and documents regarding this RFP can be found on the Brazosport College website at:  
<https://brazosport.edu/faculty-and-staff/employee-services/business-services/purchasing/>

**PROPOSAL DELIVERY:** Clearly reference the due date, hour, and RFP name on the sealed envelope. Sealed proposals should be mailed, or hand delivered to:

Brazosport College  
Cara Green, Procurement Specialist  
RFP: 2021.05 Device Management Software  
500 College Drive, C-127  
Lake Jackson, Texas 77566

\* Brazosport College will not accept electronic versions of proposals. They must be mailed, or hand delivered. We are not responsible for any US mail delays and will not take any proposals received after due date and time.

\*\*Please note that Brazosport College will not return any proposals it receives and will not reimburse applicants for any costs they incur in developing their proposals.

**QUESTIONS:** All inquiries for information regarding this solicitation should be directed in writing to: Cara Green, Procurement Specialist, at [cara.green@brazosport.edu](mailto:cara.green@brazosport.edu). Any attempts to contact College personnel outside of this may result in disqualification.

**SUMMARY STATEMENT:** Notice is hereby given that Brazosport College (the College) is seeking competitive sealed proposals from vendors for Device Management Software for our Information Technology (IT) Support Services. With the considerable increase in the distribution of laptops to faculty, staff and students, the need for a software to inventory, manage, update and secure Brazosport College devices is imperative. Additionally, the College is seeking a solution for a standardized document and knowledge management system.

All respondents to this RFP are subject to instructions communicated in this document and are cautioned to completely review the entire RFP and follow instructions carefully. The College retains the right to reject any or all submittals and/or proposals, and to waive technicalities, irregularities, and informalities, and retains the right to cancel or conclude this procurement at any time without selecting a vendor to provide the described services, without any liability to any respondents, or any other person or entity, and is under no obligation to make an award relating to this RFP to any person or entity. The final terms of any agreement for the project contemplated by this procurement will be determined by the College; subject, in all cases, to strict compliance with the applicable provisions of the laws of the State of Texas.

**SPECIFICATIONS:** The College is accepting proposals for Device Management Software for our IT Support Services. Specifically, we are seeking a unified platform (single ‘pane of glass’) that can perform the following:

**1) Professional Services Automation (PSA) tool**

- a. *Service Desk /Ticketing:* Allows Users to open cases directly via phone, email, or from the desktop.
- b. *User/Client Self Service:* Provide ability for users to run ‘fixes & installs’ via scripts available through a desktop feature.
- c. *Inventory Management:* Provide the ability to actively manage & track our inventory. Also, we need features to allow us to integrate with Warranty reporting services for equipment lifecycle reports.
- d. *Project Management:* The ability to assign multiple resources and track projects. The ability to track time & materials on tasks/projects & monitor technician utilization.
- e. *End-User Portal:* Ability for Users to check status on Work Orders without contacting HelpDesk.

**2) Remote Monitoring & Management (RMM) tool**

- a. *Audit & Monitoring:* Provide agent based (software install on each BC owned machine) that actively audits and monitors each device the college owns & supports, and alerts I.T. staff when an issue exists.
- b. *Remote Management:* Provide the ability for a technician to access a user’s system remotely (multiple ways) and repair issues and/or shadow the user for training or demonstration.

- c. *Mobile Application (Android, IOS):* Provide secure mobile access to all support features, documentation, and alerts.
  - d. *Anti-Virus:* Provide Anti-Virus protection and the ability to directly view all systems, alerts, and repair virus issues remotely.
  - e. *Windows Security Patch Management:* Allow us to control update & patch policy on any systems that connect to the Internet, regardless of whether they talk to our network.
  - f. *Automated Patch Deployment (Windows, MAC, Linux) and Approval Process:* Allow us ability to audit and report on our software & licensing – along with ‘control’ what software gets loaded. Provide the ability to deploy software on schedule or by user request.
  - g. *Policy Management:* Allow us to control policy across groups of devices that may not have a ‘Domain’ connection to our network.
  - h. *Reporting:* Agent based with full reporting capabilities on our entire installation base in a single dashboard with customized views.
- 3) Knowledgebase & Object Management**
- a. *Searchable Knowledgebase:* Provide a system to store, index, and allow instant searching of all objects (devices, documents, data) in our organization.
  - b. *Active Integration:* Provide a knowledgebase that is actively integrated with other tools to allow ticketing and managed objects to be related to documentation in real time.
  - c. *Ownership & Versioning:* Provide documentation ownership and tracking, so data is kept up to date and older versions of documents are preserved.
  - d. *License, Contract, and Vendor Tracking:* Provide a way to track all of our licenses, contracts, vendors, and other expirations in a single dashboard and send alerts.
  - e. *Relationship Mapping:* Provide the ability to relate ANY object of information to any other object.
- 4) Security Requirements:**
- a. SOC2 Type2 Compliant. ISO270001
  - b. Remote Control – 256 Bit AES Encryption
  - c. Outbound Port 5721 TCP/UDP rolling encryption protocol.
- 5) Approximate number of devices:**

<b>Device:</b>	
Servers	300
Desktops	1200
Laptops	900
Other (Smart)	100
<b>Approx. Total</b>	<b>2500</b>

Proposals are to be submitted in accordance with these specifications which are to be considered as providing adequate software services. Any limitations, deviations, or broader services quoted should be designated in the proposal; otherwise, vendors proposing will be held to the specifications.

Due care and diligence have been used in the preparation of these specifications, and the information contained therein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely upon the vendor. The College will neither be responsible for any errors or omissions in these specifications, nor for the failure on the part of the vendor to determine the full extent of the exposures.

The College shall have the right to reject proposals containing a statement, representations, warranty, or certificate which is determined by the College and its counsel to be materially false, incorrect, misleading, or incomplete. Additionally, any errors, omissions or oversights of a material nature may constitute grounds for rejection of a proposal.

The inability of a vendor to provide one or more of the required components or specified features or capabilities required by this RFP does not, in and of itself, preclude acceptance by the College of the proposal. All proposals will be evaluated as a whole to obtain best value for the College.

**PRESENTATIONS:** The College reserves the right to request presentations of proposed software to demonstrate capabilities prior to selection. These presentations will be conducted virtually. The College will not be liable for any costs incurred by the vendor in connection with such a presentation or with the submission of any proposals.

**SELECTION PROCESS:** The College staff will review qualifications and make selections based on information submitted. Submit additional specialty information as an attachment. Any proposal that fails to provide required information as listed under the Application Process & Procedures will be automatically disqualified from selection.

#### **SELECTION CRITERIA FOR DEVICE MANAGEMENT SOFTWARE**

##### **Criteria and Weight**

Price/Fee Proposal	35%
Professional Qualifications/Quality of vendor's goods and services	20%
Functionality of Proposed Plan/Extent to which goods and services meet College's needs/ RFP requirements matrix	40%
Extent to which the vendor's proposal covers all requests as per RFP	5%

**SCHEDULE OF EVENTS:** The College reserves the right to change the dates shown below upon written notification of such changes:

<b>Event:</b>	<b>Date:</b>
Issue RFP	Wednesday, June 30, 2021
Deadline for submission of questions	Monday, July 12, 2021 at 2:00 p.m.
Deadline for submission of proposals	Wednesday, July 28, 2021 at 2:00 p.m.
Vendor presentations (if needed)	TBD
Notice of selection and award by Board	TBD
Contract negotiations and execution	TBD

**PROPOSAL TERMS & CONDITIONS:** Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions. All descriptions and prices shall be furnished in a legible manner so there is no uncertainty as to the intent or scope of your proposal.

Where forms are provided, all spaces and the requested information are to be fully completed. All prices must be clearly set forth. In case of a conflict regarding unit price, the work amount shall prevail over figures contained in the proposal. Erasures or other changes in the proposal shall bear the signature or initials of the authorized signature for the proposer.

## STANDARD TERMS AND CONDITIONS

The following terms and conditions are applicable to all vendors responding to sealed proposal RFP 2021.05 Device Management Software.

### Quantities Listed in Specifications

The quantities of each item listed in the attached specifications are approximations only; more or less than the quantity stated may be purchased based on actual requirements and budget availability. Items within this sealed proposal will be ordered on an as needed basis throughout the life of this contract. The ordering department will determine the quantity required and when they will be purchased during the academic year. The College will only be responsible for payment of those items actually purchased and received on a valid, signed purchase order.

A percentage discount off the manufacturer's list price is **required** for items not specifically listed in the proposal specifications. This information is to be provided at the end of each product category in the item specifications.

In accordance with applicable law, the College is not obligated to purchase any products and/or services in the event that the State of Texas or the Brazosport College Board of Trustees does not allocate funds.

### Interpretations of the Specifications

Only interpretations or corrections to the specifications provided in writing by the Brazosport College Procurement Specialist or Brazosport College IT Director shall be binding. Prospective vendors are advised that no other source is authorized to provide information concerning, or explain or interpret, the proposal documents.

All requests for such interpretation or correction must be in writing addressed to Purchasing Department, Brazosport College, 500 College Drive, Lake Jackson, Texas 77566 or by email: cara.green@brazosport.edu or by fax to (979) 230-3344. All such interpretations and supplemental instructions will be provided via email to the requesting vendor(s) in the form of written addenda to the proposal documents prior to the proposal opening.

### Vendor Obligations

Vendor proposal documentation must be received by the Brazosport College Purchasing Department prior to the 2:00 p.m. proposal deadline. In addition to the completed proposal specifications, a company officer or representative attesting to acknowledgment, understanding, and compliance with all applicable terms, conditions, and requirements, must sign all required proposal documentation. The individual signing the documentation must have the authority to commit and obligate the company for all terms and conditions as stated.

Reference numbers indicating specific brand names, manufacturer numbers, or vendor catalog or part numbers may accompany item descriptions in the proposal specifications to further clarify the exact product required. Vendors may propose "equivalent" items in their proposal that must meet or exceed the original specifications; however, the actual brand and vendor catalog number must be indicated beside "Brand name and number proposed" and **complete descriptive literature or product sample** must be provided with the proposal. Brazosport College personnel will be the sole judge regarding the acceptability and approval of "equivalent" items that deviate from the specifications stated. Proposals for

“equivalent” items that are not supported by documentation or samples to allow adequate evaluation will be rejected as non-responsive.

Substitutions will not be allowed after the proposal has been submitted. The vendor will not substitute a like item for any quoted item listed in its proposal without the prior written consent of the College.

Unauthorized substitution, failure of a delivered item to perform as specified or expected, or failure to meet the expected delivery schedule shall release the College from all obligations to the vendor regarding the item(s) involved.

Any requests for clarification of item specifications or requests to deviate from specifications must be submitted in writing to the Brazosport College Purchasing Department at least **seven (7) business days prior to the proposal opening**.

Vendors and their representatives are prohibited from contacting either in person, by telephone or via fax or email, instructional or maintenance personnel during this time of RFP process without approval from the Vice President of Financial Services and CFO or the Purchasing Department.

**All hazardous material (HAZMAT) items must be identified by the vendor on the proposal submittal by indicating “HAZARDOUS” on each appropriate line item.**

Any quantity or prompt-pay discounts must be listed on the proposal documentation and invoices.

The vendor at no cost to the College will promptly replace any item that does not perform as specified or fails to meet standards.

It is understood and agreed that pricing, delivery and/or installation dates after receipt of a purchase order will not vary from the information provided by the vendor’s proposal to the College. In its evaluation or acceptance of any proposed offer, the College is relying on the promised pricing, delivery and/or installation dates as material and basic to its acceptance of any particular offer unless otherwise stated. In the event that the vendor fails to deliver item(s) as and when promised, the College reserves the right to cancel its order entirely or any part thereof and may return all or any part of any shipment so made. The College may charge the vendor for any cost or loss incurred as a result of such failure to deliver as promised, including any additional cost associated with procurement of items from other vendors.

Vendor must provide all information requested for each item in the proposed specifications. Information is to be provided in the spaces provided. Proposal offers lacking full documentation will not be given consideration and will be considered non-responsive.

All proposal documentation must be complete and signed by an appropriate, authorized company officer or representative to be considered.

### **College Obligations**

The College reserves the right to separate and accept and/or eliminate any item(s) listed in this proposal that it deems necessary to accommodate budgetary and/or operational requirements.

The College reserves the right to reject any and/or all proposals submitted, to waive any formalities or technicalities, and to make whatever award it deems to be in the best interest of the College.

Under section 44.031 of the Texas Education Code when determining what the best value is, Brazosport College shall consider (reference Texas Education Code, SEC 44.031(b)).

- The purchase price
- The reputation of the vendor and of the vendor's goods or services
- The quality of the vendor's goods or services
- The extent to which the goods or services meet the College's needs
- The vendor's past relationship with the College
- The impact on the ability of the College to comply with laws and rules relating to historically under-utilized businesses
- The total long-term cost to the College to acquire the vendor's goods or services
- For contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - Has its principal place of business in the state of Texas; or
  - Employs at least 500 persons in the state of Texas
- Any other relevant factor specifically listed in the request for bids or proposals.

#### **State of Texas Law Requirement**

The following information is included in the terms and conditions of all proposals in accordance with applicable Texas law. Each vendor must respond to this section as a requirement of the law. On May 30, 1995, Senate Bill 1 was signed by Governor George Bush and made effective as follows:

#### **Senate Bill 1, section 44.034, Notification of Criminal History of Contractor**

- (a) 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.
- (b) 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 termination of the contract.
- (c) This section does not apply to a publicly held corporation.

**Note: Completed form must be attached to RFP when submitted. Form is available at:**  
<http://brazosport.edu/faculty-and-staff/employee-services/business-services/purchasing/>

#### **State of Texas Government Codes**

State of Texas Government Code 2270 (HB 89) prohibits governmental entities from contracting with companies who boycott Israel. The District will review Texas Comptroller website list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

State of Texas Government Code 2252 Contracting with Governmental Entities prohibits governmental entities from contracting with Iran, Sudan, or any known terrorist organization. The District will review Texas Comptroller website list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization

**Note: Completed form must be attached to RFP when submitted. Form is included in RFP.**

**Debarment**

Any proposer or any principals of a proposing company that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State Government entity shall be considered ineligible to be awarded a contract by Brazosport College.

**Conflict of Interest**

The following information is included in the terms and conditions of all proposals in accordance with applicable State of Texas Government Code Chapter 176:

On May 23, 2005, the Texas Senate passed House Bill No. 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local government entities beginning January 1, 2006. Vendors doing business with Brazosport College are subject to Chapter 176 found in the Local Government Code. Failure to abide by these new statutory requirements can result in possible criminal penalties as a Class C misdemeanor.

- (a) An individual or business entity that contracts or seeks to contract for the sale or purchase of property, goods, or services with the College must complete and submit a CIQ (Conflict of Interest Questionnaire).
- (b) The CIQ form must be filed within seven days of beginning contract negotiations, or submitting an application, bid, response to a request for proposal, correspondence, or other writing related to a potential agreement with the College.
- (c) Upon completion, CIQ forms should be returned to Brazosport College, Purchasing Department, 500 College Drive, Lake Jackson, TX 77566.

**State of Texas Government Code 2252.908**

Brazosport College is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.9018, Disclosure of Interested Parties. Section 2252.908 prohibits Brazosport College from entering into a contract resulting from this sealed bid/proposal with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to Brazosport College at the time the business entity submits the signed bid/proposal/contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following definitions apply:

- (1) “**Business Entity**” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) “**Interested Party**” means a person: a) who has a controlling interest in a business entity with whom Brazosport College contracts; or b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) “**Controlling interest**” means: a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or c) service as an

officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. TEX. ETHICS COMM. RULE 46.3(c).

(4) “**Intermediary**” means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who: **a)** receives compensation from the business entity for the person’s participation; **b)** communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and **c)** is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “**business entity**”, all vendors must: **Complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) or on the College’s website at:  
<http://brazosport.edu/faculty-and-staff/employee-services/business-services/purchasing/>

- All vendors must complete Form 1295, even if no interested parties exist
- In Section 2, insert “**Brazosport College**”
- In Section 3, insert the “**Brazosport College Sealed Proposal RFP 2021.05**” for this sealed proposal

Brazosport College must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the Board of Trustees approved award date that the contract binds all parties to the contract. After Brazosport College acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from Brazosport College.

The Conflict of Interest Questionnaire Form 1295, that your company received from the either the Texas Ethics Commission or the College’s website, must be signed, notarized, and mailed to:

Cara Green, Procurement Specialist  
Brazosport College  
500 College Drive  
Lake Jackson, TX 77566

The deadline for receiving the completed Conflict of Interest Questionnaire is on or before July 28, 2021 at 2:00 p.m.

Awarded contractor will be responsible for complying with Texas Government Code 2252.908 in regards to House Bill 1295 relating to the disclosure of research, research sponsors, and interested parties by persons contracting with governmental entities and state agencies, which applies to a contract entered into on or after January 1, 2016. A governmental entity or state agency may not enter into a contract with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

### **Open Records Act**

The Public Information Act, formerly known as the Open Records Act, is located at chapter 552 of the Government Code. Any information collected, assembled, or maintained by or for Brazosport College is

subject to the Public Information Act. Brazosport College is required to release information that is not confidential by law. Confidential (non-releasable) information includes social security numbers, e-mail addresses and reference statements. Non-confidential (releasable) information includes addresses, dates of birth, phone numbers, branches, and employment information.

### **General Conditions**

Vendors are notified that although the College is required to submit purchases of \$50,000 or greater to competitive bidding or proposals, it is not required to accept the lowest proposal. In such purchasing, the lowest proposal may be rejected if the Brazosport College Board of Trustees, in the exercise of its best judgment, feels that the proposal of a vendor other than the lowest proposer will best serve the interest of the College by providing the best value. The College shall consider the price; reputation of the vendor and the vendor's goods or services; the quality of the goods or services; the extent to which the goods or services meet the College's needs; the vendor's past relationship with the College; the long term cost to the College to acquire the vendor's goods or services; and any other relevant factor specifically listed in the request for pricing.

Brazosport College reserves the right to accept or reject any and/or all proposals by item or in its entirety and to waive all technicalities. This inquiry implies no obligation on the part of the buyer, nor does the buyer's silence imply any acceptance or rejection of any proposal offer.

### **Price Quotations**

Proposal prices may not be withdrawn for a period of 60 days after the proposal opening date.

Proposal unit price based on quantity specified. If unable to propose the specified product (i.e., brand, manufacturer, model, etc.), the actual product proposed as "equivalent" must be specified. Vendor must provide complete descriptive literature and/or samples of all proposed "equivalent" products. Appropriate College personnel will be the sole judge regarding the acceptability of any items proposed as "equivalent" by the vendor.

**Delivery, Freight, Shipping and Handling costs must be included in unit price for all items. Additional charges such as hazardous material fees, fuel surcharges, special packaging fees, etc. are to be provided on the Vendor Information form.**

Proposing by complete packages as organized in the item specifications is preferred; however, proposals may be awarded on one or all items listed. The College reserves the right to purchase items as a group from one vendor or individually from different vendors.

Applicable Texas law requires that businesses operating outside the State of Texas give a percentage cost added to a proposal, if the state will reciprocate a percentage increase in a Texas proposal. This information is to be provided on the Vendor Information form.

All products must be proposed as requested on the attached pages. Proposals not quoted in the manner requested will be considered non-responsive.

### **Price Guarantees**

The College requests that proposal prices remain effective for the period beginning July 28, 2021 and ending September 21, 2021. Proposals extended beyond July 28, 2021 at 2:00 p.m. may not be accepted. Exceptions to this provision will require the specific written approval of the Purchasing Department.

### **Warranties**

Detailed documentation of all warranties must be provided with each vendor's bid.

### **Proposal Delivery**

Proposals may be mailed or delivered by courier or hand delivered by a vendor representative. Regardless of delivery method, the proposal must be received by the Brazosport College Purchasing Department, 500 College Drive, Room C127, Lake Jackson, TX 77566 prior to the proposal deadline. Proposals received after the deadline will not be opened, read, evaluated, or recorded; and will be returned to the vendor unopened.

**All proposals must be received in a sealed envelope with the Brazosport College proposal number RFP 2021.05 Device Management Software identified on the front, bottom left hand corner.**

Therefore, email or fax transmittal of proposals will not be accepted under any circumstances.

### **Force Majeure**

Force Majeure means a delay may be encountered by a party in the performance of its obligations under this agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics, or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of Force Majeure, the affected party shall not be deemed to have violated its obligations under this agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay. Should a proposal deadline be compromised due to inclement weather or other situation where Brazosport College offices are closed, proposals will be accepted the next open business day at the same time as the originally scheduled proposal opening.

### **Awarding the Proposal**

The successful vendor will be selected based on the criteria listed above in the paragraph entitled "College Obligations".

The College prefers to award by total package or aggregate cost, whichever it deems is in the best interest of the College; however, proposal on complete packages is not required. The College reserves the right to group items or packages for award purposes.

The College reserves the right to award to multiple or single vendors. If the vendor does not wish the proposal submitted to be split, it must specify "all or nothing" on the proposal document.

Following the contract award, additional products of the same general category that could have been encompassed in the award of this contract and are not already on the contract, may be added.

### **Vendor of Record**

Once the successful vendor has been qualified by the criteria mentioned; this vendor will become the "vendor of record" for the individual items awarded or for the complete package in the event that the

proposal is awarded aggregately for all items in the package.

The vendor of record is defined as the sole supplier to the College of the item(s) awarded.

### **Purchase Orders**

All orders will be initiated by a Brazosport College purchase order. A valid, numbered purchase order will be mailed, emailed, or faxed to the vendor by the Brazosport College Purchasing Department. Orders will not be placed by telephone, except in emergency circumstances.

Brazosport College will not be responsible for any goods delivered or services performed without its valid purchase order signed by an authorized representative.

Authorized Brazosport College Purchasing Department personnel will notify the vendor of all adjustments and cancellations to any purchase order.

### **Tax Exemption**

Brazosport College is exempt from federal excise taxes as well as all state and local sales taxes. These taxes are not to be included in the proposal nor on any invoices for goods or services. If taxes are included in the vendor proposal, it will not be included in the evaluation or award. Tax exemption certificates shall be furnished upon request.

### **Delivery Expectations**

All deliveries must be FOB, Brazosport College, 500 College Drive, Lake Jackson, Texas 77566.

Shipments are to be delivered to the receiving department during normal hours of operation or to another location as specified by the College. Normal operating hours are Monday through Thursday from 8:00 am until 5:00 pm and Friday 8:00 am until 11:00 am, excluding College holidays.

The normal number of days after receipt of purchase order that delivery should be expected must be specified on the proposal for each product category in the item specifications. The vendor must notify the Brazosport College Purchasing Department in the event that product delivery will be delayed beyond the time period specified.

All shipments must be accompanied by a packing list or other similar documentation. Documentation must include the vendor name, an itemized list of the items and quantities, and the Brazosport College purchase order number.

### **Inspection, Rejection and Excess Shipment**

- (a) In addition to other rights provided by law, the College reserves the right
- (b) to inspect articles delivered and to return those that do not meet specifications or reasonable standards of quality,
- (c) to reject articles shipped contrary to instruction or in containers that do not meet recognized standards and
- (d) to cancel the order if not filled within the time specified. The College may return rejected articles or excess shipment on the order, or may hold the articles subject to the vendor's order and at their risk and expense and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping, and other like expense.

### **Complaint and Dispute Resolutions**

The dispute resolution process provided for in Chapter 2260, State of Texas Gov't Code must be used by Brazosport College and the proposer to attempt to resolve any dispute arising under any contract resulting from this sealed proposal.

- Written notification, including list of complaints shall be in writing to all parties via email or USPS mail within five business days from receipt of items ordered.
- Negotiation and mediation must begin no later than the 30th day after the date the claim is received in an effort to resolve the dispute.

### **Insurance Requirements**

The selected vendor will be required to supply an insurance certificate naming the College as an additional insured **if** services are performed on site.

- Commercial General Liability- \$1,000,000 bodily injury, \$1,000,000 property damage.
- Automobile Liability- \$1,000,000 bodily injury, \$1,000,000 property damage.
- Worker Compensation- Each accident- \$1,000,000, disease policy limit- \$1,000,000, disease each employee- \$1,000,000.

The insurance requirements also apply to any sub-contractor(s) in the event that any work is sublet. The vendor is responsible to insure that the sub-contractors meet the minimum insurance requirement limits according to the law.

Should any of the policies be canceled before the expiration date, the issuing company will mail thirty (30) days written notice to the certificate holder, Brazosport College.

The vendor shall be required to waive all right of subrogation against the College, its officials, employees, and volunteers for losses arising from work performed by vendor.

The vendor shall be required to hold the College harmless from, and indemnify it against, all liability, including attorney's fees, which may arise from and accrue directly from the performance of the work or any obligation of the vendor or failure of the vendor to perform any work or obligation provided for in this agreement.

### **Invoice and Payment Terms**

Vendor must submit invoices for each purchase order after receipt of goods and/or services. Invoices must be itemized, indicate the Brazosport College purchase order number, and any additional charges (i.e., hazardous material fees, fuel surcharges, etc.) must be listed separately.

**The vendor must identify all items requiring a hazardous material fee at the time of proposal submittal in order for hazardous material fees to be paid by Brazosport College.**

Invoices without reference to the purchase order may delay payment to the vendor. Invoices should be emailed to [accounts.payable@brazosport.edu](mailto:accounts.payable@brazosport.edu) or mailed to the Accounts Payable Department, Brazosport College, 500 College Drive, Lake Jackson, Texas 77566.

Upon receipt of a properly executed invoice, verification, and approval of delivery from the ordering department, payment will be processed net 30 days from invoice date for items or services delivered. Unless otherwise stated on the invoice.

Vendor should inform the Brazosport College Accounts Payable Department of any changes involving the remittance address.

Purchase of awarded proposal items is based solely on availability of current budgeted funds and actual requirements. Any or all items awarded as a result of the proposal process may not be purchased if budgeted funds are not available. Brazosport College will only be responsible for payment of items actually ordered by a valid, signed purchase order and receipt of the correct item(s).

**Where to Ask Questions**

Brazosport College  
Cara Green, Procurement Specialist  
E-mail: [Cara.Green@brazosport.edu](mailto:Cara.Green@brazosport.edu)