



REQUEST FOR PROPOSAL (RFP) INVITATION

Supply and Installation of Zero Client Displays

RFP# 16-008

The Tarrant County College District outlines the following schedule:

RFP Release:	November 25, 2015
Deadline for Questions:	Noon, December 10 , 2015
Bid Submission Deadline:	January 5, 2016 at 2:00 p.m. CT

Sealed proposals **must** be delivered to:

Tarrant County College District (TCCD)
Attn: Phung Nguyen, Technology Buyer
Trinity River Campus Office: TREF 3213
300 Trinity Campus Circle TREF 3rd Floor, Fort Worth, TX 76102

Fax or email not accepted.

Preamble:

The Tarrant County College District is a public institution of higher education that provides academic, occupational, general, and continuing education opportunities, as well as lifelong learning for all people in its District and contiguous service area. The College is committed to provide a high quality learning experience for its students at a reasonable cost and to serve as a good steward of public funds.

This request for quote implies no obligation on the part of the Tarrant County College District. The College reserves the right to accept the quote that it believes most nearly meets the requirements, based on "best value" and not necessarily, the lowest price offered.

Tarrant County College District
 1500 Houston Street
 Fort Worth, Texas 76102-6599

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INFORMATION / REQUIREMENTS / PROCESS

1. RESPONSE FORMAT: Please provide a bound and tabbed response in the following order.

- Tab 1. Letter of interest
- Tab 2. Supplier Information Form (Page 15)
- Tab 3. Exhibit “A”_ SUPPLY & INSTALLATION OF ZERO CLIENT DIPLAYS
- Tab 4. Reputation of the Supplier and of the Supplier’s Goods & Services
- Tab 5. Quality of the supplier’s goods & services - SCOPE OF WORK/SPECIFICATIONS
- Tab 6. Extent to Which the Goods and Services Meet District Needs
- Tab 7. Supplier’s Past Relationship with the District
- Tab 8. MWBE Subcontractor Utilization Plan (18) & MWBE Certification
- Tab 9. Long term costs to the District to acquire the supplier’s goods & services
- Tab 10. Other relevant factors - Supplemental Information
- Tab 11. Required Forms:
 - Proof of Insurance (See Insurance Requirements on Page 11)
 - Certifications/Representations Form (Page 12)
 - Felony Conviction Form (Page 13)
 - Agreement to Terms and Conditions of RFQ (Page 14)
 - Resident / Non-Resident Certification Form (Page 17)

2. EVALUATION CRITERIA

TCCD is not required to award to the lowest bidder or to even select a supplier. All proposals shall be technically evaluated based upon the following criteria as required by the Texas Education Code:

The purchase price	60%
The reputation of the supplier and of the supplier’s goods & services	5%
The quality of the supplier’s goods & services- SCOPE OF WORK/SPECIFICATIONS	5%
The extent to which the goods and services meet District needs	5%
Supplier’s past relationship with the District	5%
The impact on the ability of the District to comply with laws & rules relating to historically underutilized businesses (20% MWBE inclusion)	10%
Long term costs to the District to acquire the supplier’s goods & services	5%
Any other relevant factor specifically listed in this RFP (e.g. specification, scope of work, schedule, availability ...)	5%
Total:	100%

Finalists may be asked to interview, present or demonstrate with administrators prior to a final decision being made.

Tab 1 - Letter of Interest

A cover letter will fairly and briefly depict the company’s qualifications, experience, and capability to serve TCCD and why the respondent believes they should be selected. The Cover Letter shall be limited to 1 page and on the company’s letterhead.

Tab 2 - Supplier Information Form (Page 15)

Submit company name and address, contact information.

Tab 3 – The Purchase Price

Exhibit “A”_ SUPPLY & INSTALLATION OF ZERO CLIENT DIPLAYS

Proposed prices shall be evaluated for completeness, reasonableness, and realism.

The proposals will be evaluated and those deemed acceptable will be assigned points as follows:

- a. **The total lowest qualified price quote will receive the most points.**
- b. All other price quotes will be compared to the lowest qualified price determined in paragraphs a. and evaluation points allocated based on the difference between that price and the other prices on a sliding scale as set forth on the following table that determines the lowest price.

Qualified Bid	Total Base Bid Value			Points
Lowest		N/A		4
Second qualified bid if		within 8% of low		3.5
Second qualified bid if		within 8% - 15% of low		3.25
Second qualified bid if		greater than 15% but < 20 % of low		3
Third qualified bid if		within 20%-25% of low		2.5
Third qualified bid if		greater than 25% but < 30% of low		2
All other qualified bids		N/A		1
Non-responsive/unqualified		N/A		0
Points will be deducted for bid forms that have errors or are incomplete.				

NOTE: Provide agreement to the terms and conditions of the RFP under this cover (Page 14).

Tab 4 - Reputation of the Supplier and of the Supplier's Goods & Services (References - page 16)**– Provide the following:**

- I. List a minimum of three (3) contracts the Offeror may have had during the last three (3) years that relate to the Offeror's ability to perform the services(s) as requested in this RFP. List reference by company, contract references numbers, contract period of performance, and include the contact person's name, address, telephone numbers and E-mail address. Please use the form included in this RFP to submit your references.
- II. Brief description of the project, highlighting scope and value similarities.
- III. The Offeror must grant permission to TCCD to contact the references. **(Do not include TCCD as a reference).**

Tab 5 - Quality of the supplier's goods & services – SCOPE OF WORK/SPECIFICATIONS**Exhibit "A" _ SUPPLY & INSTALLATION OF ZERO CLIENT DISPLAYS**

Understanding of work to be performed: Technical requirement and deployment capability.
Responses shall be evaluated for completeness and realism.

Tab 6 - Extent to Which the Goods and Services Meet District Needs

- I. Provided demonstrated experience that supports your firms' ability to perform the services identified in the goals and intent of this RFP. State any other experience that indicates the qualifications of your firm for the performance of the services as requested in this RFP.
- II. State the name, title or position, telephone number and email address of the individual who would have primary responsibility for the potential project resulting from this RFP.
- III. Identify names, responsibilities and qualifications of staff who will be assigned to the project.
- IV. Describe if your firm has had a contract terminated for default in the last five (5) years. Termination for default is defined as notice to stop performance due to the Offeror's non-performance or poor performance or if the issue or performance was either (a) not litigated due to inaction on part of the Proposer, or (b) litigated and such litigation determined that the proposer was in default. Submit full details of their terms for default including the other parties' name, address, and telephone number. Present the Offeror's position on the matter. TCCD will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. Indicate if no such termination for default has been experienced by the Offeror in the past five (5) years.

Tab 7 - Supplier's Past Relationship with the District

Describe work experience with the District and describe your coordination experience with agencies and municipalities associated with where the project is located.

Tab 8 - MWBE Subcontractor Utilization Plan (18) & MWBE Certification

Fill out and submit MWBE Subcontractor Utilization Plan.

Tab 9 – Long term costs to the District to acquire the supplier's goods & services

Describe that your solution will not cause TCCD to have to invest more at a later time.

Tab 10 – Other relevant factors - Supplemental Information

Include any additional information, brochures, or documents to support your qualification for interest in this project.

3. Note that “bid”, “submission” and “quote” for purposes of this RFP have the same basic meaning. Further, references to “vendor”, “supplier”, “firm”, “contractor” and / or “bidder” have the same meaning in singular or plural.
4. The sealed proposal must include **one (1) original, one (1) hard-copies, and four (4) electronic copies of your original in PDF format on flash drive.** Any form of electronic media submitted must be clearly marked with vendor’s name. It is not necessary to duplicate the entire RFP.
5. The RFP number, bidder’s address, point of contact, phone number and email address must be referenced on the bid package.
6. TCCD encourages participation from certified Minority and Women Owned Business Enterprises (MWBEs).
7. The sealed bid proposal must meet all requirements as delineated herein. Failure to follow detail may result in disqualification.
8. Conditional clauses in a submitted proposal are not accepted.
9. Specifications and scopes of work that may refer to brand names and manufacturers are not intended to restrict competition, but are meant to indicate the quality of goods or services sought. Suppliers may bid an equivalent(s) provided the deviation(s) is clearly identified in the bid response. The final determination of equivalency lies solely with TCCD. It is not the intent of any instruction, term/condition, and scope of work or specification to prohibit a supplier from submitting a quote.
10. The supplier must provide complete descriptive literature of the products or services proposed.
11. The proposal / bid form may be a specifically defined form incorporated herein and the supplier should use this form. If no specific proposal/bid form or format is provided for herein, the Supplier may use a form or format of choice (“free form”).

12. QUESTIONS & CLARIFICATIONS

- A. Any request for an explanation or interpretation regarding this RFP must be in writing and e-mailed to Phung Nguyen, Technology Buyer at phung.nguyen@tccd.edu. TCCD’s Director of Procurement or the Technology Buyer is the only authorized sources that can provide information regarding this RFP and such information will be in writing.
- B. Any explanation, interpretation or change will be in the form of a written addendum to the RFP document.

13. All disputes, claims, or lawsuits, if any, that may result from this RFP shall be addressed in Tarrant ~~County, TX, without exception.~~

- 14.** The supplier shall be in compliance with all relevant requirements of the Americans with Disabilities Act (ADA) as it applies to performance under this RFP. By submission of a bid, the supplier acknowledges it intends to comply with the ADA. If the supplier does not comply with the ADA, TCCD reserves the right to suspend or cancel any such work under this RFP and shall only be financially responsible for products delivered or services rendered up to any such suspension or cancellation.
- 15.** The supplier represents and warrants that all products and/or services furnished under this RFP shall comply with applicable federal, state and local laws, rules, regulations and ordinances. The supplier shall, at supplier's expense, give all required notices and secure all required permits necessary for performance hereunder.
- 16.** TCC's Director of Procurement, or a designated purchasing representative, will open all RFP submissions.

 - a. Selection of a supplier(s) may or may not be made depending upon the results received and the overall requirements and needs of TCCD; the selection timeframe will vary depending upon the RFP and its complexity and the scheduling of TCCD Board meetings.
 - b. TCC reserves the right to select a supplier from a purchasing program recognized by the State of Texas (Interlocal Agreements) as already satisfying the competitive bidding requirements (e.g. TXMAS, DIR, BuyBoard).
 - c. TCCD may or may not opt to pursue a subsequent formal sealed RFP (two step process)
 - d. No final tabulations or information regarding this RFP will be shared until TCCD has made a formal selection and only then by written request
 - e. In the event of price or total cost calculation errors, the unit price as submitted will be considered for computation and calculation totals.
 - f. The District will select a best value firm that conforms to the solicitation, which is most advantageous to the District, price and other factors considered. In using the best value approach, the District seeks to select a firm who gives the District the greatest confidence that it will best meet our requirements. This may result in an award to a higher rated, higher priced firm where the decision is consistent with the evaluation factors and a determination is made that the more superior performance history and technical abilities/risk assessment of the higher priced firm outweighs the cost difference.
- 17.** Acceptance of a proposal/bid for consideration implies no obligation on the part of TCCD nor does the silence of TCCD imply approval or rejection of a bid.
- 18.** TCCD reserves the right to reject any and all bids submitted and waive any and all formalities and conditions. TCCD is not obligated to advise those suppliers who are not selected for an RFP.
- 19.** TCCD reserves the right to award to a single supplier, multiple suppliers or no supplier at all.
- 20.** TCCD reserves the right to award by unit pricing, by quantity pricing, by package pricing, or by total pricing, whichever is deemed necessary to accommodate budgetary, operational, and/or specification requirements. In doing so TCCD may separate and accept or reject an item(s) as

deemed necessary. If a supplier does not wish for its bid to be split in this manner the supplier must state in the RFQ response that the proposal is submitted as an **"all or nothing"** bid.

21. A proposal/bid award, if any, will be through the issuance of a TCCD purchase order (PO) or blanket purchase order (BPO) and shall be governed by the general terms and conditions of purchase outlined on the TCCD PO/BPO document unless such terms and conditions are superseded by the content of this RFP or contract (if terms are in conflict, the terms of the RFP will take precedence).
22. The final authority to approve or disapprove delivered products and/or services lies with TCCD.
23. In the event products and/or services are delivered that do not meet specifications or do not perform as specified in this proposal, the supplier will replace the items, at no additional cost to TCCD, on or before the promised date of delivery.
24. The supplier shall be responsible for all claims against the manufacturer for manufacturing defects.
25. The supplier shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of TCCD.
26. Any correspondence regarding a TCCD PO, specifically an invoice, must include the PO number to ensure correct and timely processing. Invoices must reference TCC's PO number.
27. TCCD will not be responsible for products delivered or services rendered in advance of a supplier's receipt of a TCCD PO that had been signed by TCC's Director of Purchasing.
28. TCCD may require bank account information should an electronic payment system be employed to facilitate method of payment.
29. In the event of breach or default, TCCD reserves the right to enforce performance in any manner prescribed by law or deemed to be in the best interest of TCCD.
30. In the event the supplier fails to deliver the products and/or services as and when promised in the bid, TCCD reserves the right to proceed in any one or combination of the following ways:
 - a. Cancel all or any part of the PO/BPO
 - b. Return all or any part of the products and/or services delivered to date and charge the supplier for any loss or cost incurred as a result of the failure to deliver as promised
 - c. Purchase all or any part of the products and/or services at current market price and charge the supplier the difference between the total of the market price, freight and the supplier's bid price
31. The supplier must notify TCCD immediately once it is known that products and/or services will not be delivered / rendered as promised.

- 32.** The supplier must make every effort to protect property, personnel, students, and visitors in the delivery of products and/or services on any TCCD campus. Any personal injury or damage to property, on a TCCD campus, caused by the supplier's delivery of products and/or services must be reported to the applicable campus police department immediately. The supplier will be held responsible for all damages for injury and loss resulting from the supplier's delivery of products and/or services.
- 33.** If TCCD, in the exercise of its best judgment, determines the supplier's process for the delivery of products and/or services is unsafe or hazardous to life or property, TCCD will suspend the process until the supplier takes corrective action. If this does not occur, or cannot occur, TCCD reserves the right to perform as indicated in section 31 herein.
- 34.** Hazardous material(s) delivered to a TCCD campus for TCCD or supplier use must be preceded or accompanied by a current manufacturer's Material Safety Data Sheet (MSDS). TCCD reserves the right to refuse delivery of products and/or services for which an MSDS is not available.
- 35.** No allowance will be made for a supplier' waste, loss, breakage, damage or difficulties.
- 36.** Trash or refuse generated as a result of the operations or activities of the supplier delivering products and/or services will be properly disposed of by the supplier, at supplier's expense.
- 37.** The supplier shall be responsible for all claims against a carrier for freight and/or damage.
- 38.** TCCD reserves the right to terminate the contract for any reason with a thirty (30) day written notice to the vendor. Payments will be made for invoices covering products or services through the termination date. No settlement costs are due whether for termination for convenience or termination for cause.

39. ELIGIBILITY FOR AWARD

In order for a proposer to be eligible to be awarded a contract, the proposal must be responsive to the solicitation and TCCD must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily.

39.1 Responsive.

Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.

39.2 Responsible.

Responsible proposers, at a minimum, must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
- Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
- Have a satisfactory record of past performance;
- Have necessary personnel and management capability to perform any resulting contract.

- Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the contract requirements;
- Certify that the firm is not delinquent in any tax owed to the State of Texas under Chapter 171, Tax Code; and is not delinquent in taxed to the TCCD; signing and submitting the proposal is so certifying to such non-delinquency;; and
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

39.3 Proposer may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.

39.4 A person is not eligible to be considered for award of this solicitation, or any resulting contract, or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person an unfair advantage over other proposers.

40. INSURANCE REQUIREMENTS

Minimum insurance requirements are (**proof of insurance is required before work**):

All Companies to be rated A or better by A M Best's Rating Guide
All limits may be met by a combination of Liability and Follow Form Umbrella

COMMERCIAL GENERAL LIABILITY

Limits:

\$1,000,000 General aggregate per this location/use
 \$1,000,000 Products-Completed Operations aggregate per this location/use
 \$1,000,000 Personal & Advertising Injury per this location/use
 \$1,000,000 Each Occurrence per this location/use
 \$ 100,000 Fire Damage (any one fire) per this location/use
 \$ 5,000 Medical Expense (any one person) per this location/use

Include **30 Day Notice of Cancellation** and/or material change

TCCD to be named **Additional Insured**

AUTOMOBILE LIABILITY

Limits:

\$ 500,000 Combined Single Limit

Include **30 Day Notice of Cancellation** and/or material change

TCCD to be named **Additional Insured**

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Limits:

Workers' Compensation-Statutory Limits

Employer's Liability:

\$ 100,000 Each Accident
 \$ 300,000 Disease-Each Employee
 \$ 300,000 Disease-Policy Limit

Include **30 Day Notice of Cancellation** and/or material change

Include **Waiver of Subrogation** in favor of TCCD

42. CERTIFICATIONS / REPRESENTATIONS: The below document must be filled out and signed with no omissions, alterations in wording, conditional clauses or irregularities of any kind.

CERTIFICATIONS / REPRESENTATIONS FORM

DISTRIBUTOR, CONTINGENT FEE, TYPE OF BUSINESS and FRANCHISE TAX

The Supplier certifies that he (will ____, will not ____) be the actual distributor/provider of the goods or services for which this bid is submitted.

The Supplier certifies that he (has ____, has not ____) employed or retained any company or person (other than a full-time employee working solely for the Supplier) to solicit or secure this contract, and that he (has ____, has not ____) paid or agreed to pay any company or person (other than a full-time employee working solely for the Supplier) any fee, commission, percentage, or brokerage fee contingent upon award of this contract. Furthermore, the Supplier agrees to furnish information relating to the above requested by the Director of Purchasing, Tarrant County College District, including such amount of fee, percentage, commission, or other compensatory amount.

The Supplier certifies that he operates as; an individual ____; a partnership ____; an unincorporated firm ____; or corporation ____, incorporated under the laws of the State of _____.

The Supplier certifies that he is (subject to ____, exempt from ____) payment of Texas franchise taxes. If subject to franchise taxes he certifies that the Supplier's franchise taxes are current. By completing this portion of the form the Supplier acknowledges that making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

Date _____ Signature _____

Title _____ Printed _____

AUTHORITY TO SIGN

When the Supplier is an individual, a partnership, or unincorporated firm, and this Bid is signed by other than the owner or a partner, the following **MUST** be completed and signed by the owner, a partner, or if a limited partnership, the general partner.

I, _____, certify that I am _____ of _____, the firm identified as Supplier herein, and that _____, who signed this on my behalf, was duly authorized and empowered to sign and submit bids on behalf of me/my firm.

Date _____ Signature _____

Title _____ Printed _____

When the Supplier is a corporation and if this Bid is signed by other than a duly authorized officer of the corporation, the following must be completed and signed by a duly authorized officer of such corporation. Or a copy of the corporate authority of the individual signing the Bid to bind the corporation can be furnished with the Bid.

I, _____, certify that I am _____ of _____, the corporation identified as Supplier herein, and that _____, who signed this Bid was duly empowered by its Board to sign and submit bids binding upon the Corporation.

Date _____ Signature _____

Title _____ Printed _____

43. FELONY CONVICTION NOTIFICATION. The following form must be completed and signed.

Pursuant to the Texas Education Code (V.T.C.A. Education Code 44.034)

(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. The notice must include a general description of the conduct resulting in the conviction 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 the termination of the contract.

(c) The section does not apply to a publicly held corporation.

The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal and the information provided below concerning felony convictions has been personally and thoroughly reviewed and verified and is, therefore, current, true and accurate to the best of my knowledge.

___ Firm is a publicly held corporation; this reporting requirement is not applicable

___ Firm is not owned nor operated by anyone who has been convicted of a felony

___ Firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name(s) of Felon(s):

Detail(s) of Conviction:

Authorized Signature:

Printed Name & Title:

Agreement

Agreement to the

Terms and Conditions of RFP#16-008

I hereby agree to the terms and conditions outlined in this RFP# 16-008 without modification of any kind and will adhere to such terms and conditions if awarded the business as described herein. I further understand that when a Purchase Order is released, I am bound by the terms and conditions of that Purchase Order and those of this RFP# 16-008 and in the event there shall be a conflict between the two, the terms of RFP# 16-008 shall take precedence.

ANY EXCLUSION(S), QUALIFICATION(S), EXCEPTION(S) TO THIS RFQ MUST BE IDENTIFIED UNDER THIS TAB. NO EXCLUSION(S), QUALIFICATION(S), EXCEPTION(S) WILL BE ACCEPTED AFTER THE RESPONSE HAS BEEN SUBMITTED TO THIS RFP.

Authorized Signatory:

Name & Title: _____

Company Name: _____

Date: _____

MUST COMPLETE ALL SECTIONS OF THIS FORM

SUPPLIER INFORMATION

RFP# 16-008

Company Name:

Company Address:

Contact Name:

Contact Title:

Contact Phone:

Contact Fax:

Contact E-Mail:

Certified MWBE?

Certifying Agency?

Expiration of Certification?

If you are a certified MWBE, please include a copy of your certification with this RFQ.

REFERENCES

1) Company Name: _____

Contract # & Period of performance _____

Address: _____

Email: _____

Business Phone: _____

Contact Person: _____

2) Company Name: _____

Contract # & Period of performance _____

Address: _____

Email: _____

Business Phone: _____

Contact Person: _____

3) Company Name: _____

Contract # & Period of performance _____

Address: _____

Email: _____

Business Phone: _____

Contact Person: _____

NON-RESIDENT / RESIDENT CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to bids by nonresident firms. The pertinent portion of the Act has been extracted and is as follows:

- x Non Resident Bidder – means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- x Texas Resident Bidder – means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

The state or a governmental agency of the state may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials or equipment to a nonresident bidder unless the nonresident’s bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

I certify that _____ is a

Resident Bidder of Texas as defined in HB 620.

City & County: _____

Signature: _____

Printed Name: _____

I certify that _____ is a

Nonresident Bidder of Texas as defined in HB 620 and our principal place of business is:

City & State: _____

Signature: _____

Printed Name: _____

TCCD SCHEDULE OF SUBCONTRACTORS FORM

Bidder/Contractor: _____ ½ M/WBE ½ NON - M/WBE

Description: _____ Contract/Solicitation Number: _____

Check the applicable: ½ Subcontracting/Vendor Opportunities ½ Sole Source ½ Direct Purchase

Note: If contract is a sole source and/or direct purchase, please enter the Dollar Amount of Work to be completed and proceed to the Contractor's Certification, then sign and date this form.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating Subcontractors/Suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of Company Performing Work	Certification Status ¹ <small>(check the applicable)</small>		Description of Commodity, Material, or Service	Dollar/Percentage Amount
	M/WBE	Non M/WBE		
Dollar/Percentage Amount of Work to be Completed by Non M/WBE Subcontractors				
Dollar/Percentage Amount of Work to be Completed by M/WBE Subcontractors				
Total (The Total Amount shall equal the amount proposed on Summary or Proposal Page				

¹All M/WBE Subcontractors/Suppliers must be certified by either the (1) North Central Texas Regional Certification Agency, (2) State of TX Historically Underutilized Business, (3) DFW Minority Supplier Development Council or (4) Women's Business Council – Southwest. It is understood and agreed that, if awarded a Contract by TCCD, the Contractor will not make additions, deletions, or substitutions to this certified list without the consent of TCCD. Request for *Approval of Change to Original Certified List of Subcontractors* may be requested through the submittal of the TCCD Approval of Change to Original Schedule of Subcontractors form. TCCD may audit any and/or all records and of the contract /vendor and conduct interviews of owners, principals, employees and applicable subcontractors participating on the contract.

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by TCCD Small M/WBE Program) in support of TCCD minority women business intent and objective may result in being considered non-responsive to TCCD requirements. TCCD reserves the right to recommend an audit on the submitted M/WBE information as deemed necessary.

Print Name and Title: _____

Signature: _____ Date: _____

SCOPE OF WORK/SPECIFICATIONS

1. PURPOSE

Tarrant Count College District (TCCD) invites proposals from qualified firms, agencies, and corporations for the supply and installation of 500 Zero client displays. The College is seeking proposal incorporating the minimum specifications as outlined in this document and Exhibit "A".

TCC Locations:

Northeast Campus

828 West Hardwood Road
Hurst, TX 76054

Northwest Campus

4801 Marine Creek Parkway
Fort Worth, TX 76179

South Campus

5301 Campus Drive
Fort Worth, TX 76119

Southeast Campus

2100 Southeast Parkway
Arlington, TX 76108

Trinity River Campus

300 Trinity Campus Circle
Fort Worth, TX 76102

2. SPECIFICATIONS

The specifications represent MINIMUM zero client display requirements. TCCD encourages proposals with specifications that exceed the minimum specifications, with the understanding that price is still an important criteria for selection of acceptable vendors.

ZERO CLIENT SPECIFICATIONS

Processor Teradici Tera2321

Graphic RAM DDR3 512MB

Standard Audi

Supported : VDI

VMware Horizon View/Air

Ethernet 10/100/1 Gigabit Ethernet (RJ45)

Panel

Viewable Sizes 23" or larger

Cabinet/Bezel Color Black, White

Type LED-backlit LCD

Aspect ratio 16:9

Brightness (typical)

250 cd/sq.m (21.5")

300 cd/sq.m (23.6")

Maximum Resolution (H x V) 1920 x 1080 (

Dual Screen) (1920 x 1200)

Stand Ergonomics Tilt / Pivot / Swivel / Height Adjustable

Signal Input / Output

VGA-IN

DVI-I Out

RJ45 LAN

USB 2.0 x 6 (2 x 1.0A)

Headphone Out

Audio In

MIC In

RS-232C Serial Port

100-240 VAC (50 / 60 Hz)

Power

Power Supply Integrated

Power On Maximum 43 ~ 46W

Typical 28 ~ 31W

Stand-by Less than 1.1W

3. TEST UNITS

TCCD, at its option, may select one or more finalists to send their demo units for testing. TCCD will not be responsible for any costs for shipping and the return of the evaluation units.

4. SUBMISSION REQUIREMENTS

Firms must complete Exhibit "A" _ SUPPLY & INSTALLATION OF ZERO CLIENT DISPLAYS form and include it in their response.

5. DELIVERY SCHEDULE

All Schedules will be calculated from the Zero Date i.e. Date of issue of Purchase Order. The Project is to be completed within 6 months from the date of issue of Purchase order.

5. PRICING

5.1 RFP will be awarded to a single vendor.

5.2 Cost estimates should be broken down to include pricing for each unit and the entire project.

5.3 Price must remain effective for 90 days from the bid opening.

5.4 Payment schedule will be established with awarded vendor.

Appendix A

Standard Terms and Conditions

Below are Tarrant County College's Standard Terms and Conditions. Exceptions to these Terms and Conditions must be noted in your response to this RFP in order to be considered.

1. **SUPPLIER TO PACKAGE GOODS:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly marked with: (a) Seller's name, address and phone number (b) Buyer's name, address and purchase order number (c) container number referenced to the total number of containers (d) the number of the container with the packing slip. Supplier shall bear the cost of packaging unless otherwise provided. Seller will secure the lowest transportation costs and conform to the requirements of common carriers and applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship goods under reservation and no tender of a bill of lading shall operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass from Seller to Buyer until Buyer receives and takes possession of goods at the point(s) of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Terms shall be Destination Freight prepaid (F.O.B., destination) unless specified otherwise. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower. If Seller's quoted delivery terms do not include transportation costs, Buyer shall have the right to designate the method of transportation to be used.
5. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of delivery of goods must fully comply with all provisions of this agreement regarding time of delivery, quality and the like. A tender which does not fully conform shall be deemed a breach of agreement and Seller shall not have the right to substitute a conforming tender, except where the time for performance has not yet expired, Seller may reasonably notify Buyer of intent to cure and may then make a conforming tender within the agreement time, but not afterwards.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be affected by modification as provided for in Clause 20, "Modifications" herein. The terms of this agreement are "no arrival, no sale".
7. **INVOICES & PAYMENTS:** Seller shall submit separate invoices, in duplicate, for each purchase order subsequent to actual delivery. Invoices shall reference the applicable purchase order number. Invoices shall be itemized and transportation charges must be listed separately. Invoices shall not include federal excise, state or city sales tax and Buyer shall furnish tax exemption certifications. A copy of the bill of lading and freight waybill, if any, shall be attached to invoices. Mail invoices to: Tarrant County College, Attn: Accounts Payable, 1500 Houston Street, Fort Worth, TX 76102. Payment shall not be due to Seller until the above instruments are submitted subsequent to actual delivery. Seller shall advise Buyer's Accounts Payable Department of any change to remittance address.
8. **GRATUITIES:** The Buyer may, by written notice to Seller, cancel this agreement without liability to Seller if Buyer shall determine that gratuities in the form of entertainment, gifts, or

otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of Buyer with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending or making determinations with respect to the performing of such agreement. In the event this agreement is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. **SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of performing under this agreement, such special tooling equipment and any process sheets related thereto shall become the property of Buyer and, to the extent feasible, shall be identified by Seller as such.
10. **WARRANTY PRICE:** (a) The price to be paid by Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for goods of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of goods under this agreement shall be reduced to Seller's current prices on order by others. Should Seller fail to do otherwise, Buyer shall have the option to cancel this agreement without liability to Seller. (b) Seller warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by Seller for the purpose of securing business. In case of breach or violation of this warranty, Buyer shall have the right, in addition to any other right or rights, to cancel this agreement without liability and to deduct from the agreement price, or otherwise recover the full amount of such aforementioned commission, percentage, brokerage or contingent fee.
11. **WARRANTY PRODUCT:** Seller shall not limit or exclude any implied warranties and an attempt to do so shall render this agreement voidable at the option of the Buyer. Seller warrants that goods furnished hereunder will conform to the specifications, drawings and descriptions listed herein and to the sample(s) furnished by Seller, if any. In the event of conflict between specifications, drawings, and descriptions, the specifications shall govern.
12. **SAFETY WARRANTY:** Seller warrants that goods sold to Buyer shall conform to standards set by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event goods do not conform to OSHA standards, Buyer may return goods for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction(s) within a reasonable time, correction(s) made by Buyer, if any, shall be at Seller's expense.
13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this agreement, Seller agrees to ascertain whether goods manufactured in accordance with specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that production of goods according to the specification will not give rise to such a claim and in no event shall Buyer be liable to Seller in the event Seller is sued on the grounds of infringement or the like. If Seller is of the opinion an infringement or the like will result, Seller shall notify Buyer to this effect, in writing, within two weeks after acknowledgement of this agreement.

If Buyer does not receive notice and is subsequently held liable for infringement or the like, Seller will hold Buyer harmless. If Seller, in good faith, ascertains that production for the goods in accordance with the specifications will result in infringement or the like, this agreement shall be null and void, except that Buyer will pay Seller reasonable costs associated with the search as to infringement.

14. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect goods at delivery before accepting them.
15. **CANCELLATION:** Buyer shall have the right to cancel for default any or all the undelivered portion of this agreement if Seller shall breach any of the terms hereof, including warranties of Seller, or if Seller shall become insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies to which Buyer may have in law or equity.
16. **TERMINATION:** The performance of work under this agreement may be terminated in whole or in part by Buyer in accordance with this provision. Termination of work hereunder shall be effected by delivery to Seller a "Notice of Termination" specifying the extent to which performance of work under this agreement is terminated and the date upon which such termination shall become effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Section 14, herein.
17. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable, wholly or in part, to carry out obligations under this agreement, then such party shall give notice, with the full particulars of such Force Majeure, in writing, to the other party within a reasonable time after occurrence of the event or cause relied upon and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but not for a longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipeline, or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
18. **ASSIGNMENT – DELEGATION:** No right or interest in this agreement shall be assigned or delegated by Seller without the written permission of Buyer. Any attempted assignment or

delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. **WAIVER:** No claim or right arising out of a breach of this agreement can be discharged in whole or in part by waiver or renunciation of the claim unless the waiver or renunciation is supported by consideration, in writing, by the aggrieved party.
20. **MODIFICATIONS:** This agreement can be modified or rescinded only by a written instrument, signed by both parties.
21. **INTERPRETATION – PAROLE EVIDENCE:** This writing is intended by the parties as the final expression of agreement and is intended also as a complete and exclusive statement of the terms of agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
22. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted by the State of Texas and as is effective and in force on the date of this agreement.
23. **ADVERTISING:** Seller shall not advertise or publish, without Buyer’s prior written consent, the fact that Buyer has entered into this agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
24. **RIGHT TO ASSURANCE:** When one party to this agreement, in good faith, has reason to question the other party’s intent to perform, it may demand that the other party give written assurance of the intent to perform. In the event such a demand is made and no assurance is provided within five (5) calendar days of the demand, the demanding party may treat this failure as an anticipatory repudiation of the agreement.
25. **VENUE:** Both parties agree that venue for any litigation arising from this agreement shall be in Fort Worth, Tarrant County, Texas.
26. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee of Buyer shall have a financial interest, direct or indirect, in any agreement with Seller, or be financially interested, directly or indirectly, in the sale to Buyer of any land, materials, supplies or service, except on behalf of Buyer as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from office or position. Any violation of this section by Seller, with knowledge of the same, expressed or implied, shall render the contract voidable by Buyer authority.
27. **INSURANCE REQUIREMENTS:** Form part of this agreement and are found at www.tccd.edu (Click “Business and Community” then click “General Information” found under the caption “Doing Business with TCCD”, then click “Insurance Requirements”).