



Request for Proposals

Project Number: 26-27-1009

Office Supplies

Release Project Date	June 17, 2026
Question Submission Deadline	June 24, 2026, 2:00pm
Response Submission Deadline	July 7, 2026, 2:00pm

Table Of Contents

1. Introduction
2. Instructions and Response Requirements
3. Standard Terms and Conditions
4. Project Specifications/Requirements
5. Evaluation Criteria for Award
6. Pricing Proposal
7. Respondent Questionnaire and Request for Documentation

Attachments:

A - Execution of Offer RFP (Paper Based Submissions Only)

B - Addenda Checklist RFP (Paper Based Submissions Only)

1. Introduction

1.1. Background on STC

Founded in 1993, South Texas College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and offers more than 130 degree and certificate options, including associate degrees in various art, science, technology, and health science professions. Additionally, South Texas College is the only community college in the State of Texas to offer five baccalaureate degrees. South Texas College has a faculty and staff of more than 2,200 to serve 27,000 students across its five state-of-the-art campuses, two Higher Education Centers, the Regional Center for Public Safety Excellence, and one virtual campus.

1.2. Purpose of RFP

South Texas College (STC) is soliciting proposals from qualified vendors to provide office supplies for its various departments and offices. The award of a contract may not be exclusive. STC intends to establish a primary vendor and may also award contracts to one or more secondary vendors, as deemed in the best interest of the College. The College intends to award a contract for an initial term of one (1) year, with the option to renew for two (2) additional one-year periods.

1.3. Vendor Registration Information

South Texas College has partnered with OpenGov Procurement to administer an online procurement portal that allows vendors to register to participate in competitive proposal opportunities.

Vendors are requested to visit South Texas College's Purchasing Department website at <https://finance.southtexascollege.edu/purchasing/purchase/vendor-registration.html> then follow the link to the OpenGov vendor registration page to register your company.

Registration is free and easy. Please be sure to select the National Institute of Governmental Purchasing (NIGP) code(s) associated with your type of business or organization.

Should you have any questions relating to the registration of your company, please contact the Purchasing Department staff at (956) 872-4681 or by email at stcpurchasing@southtexascollege.edu

2. Instructions and Response Requirements

2.1. Acceptance and Consideration of Proposals

- A. STC reserves the right to accept or reject any or all proposals, to waive informalities and minor technicalities, or to cancel this RFP in part or in its entirety, according to what is in the best interest of STC.
- B. Responses may be submitted as paper-based copies or electronically through the OpenGov online procurement portal at: <https://procurement.opengov.com/portal/southtexascollege/projects/274098>.
- C. Proposals received after the stated deadline for submittal will not be accepted under any circumstances and will be returned to the respondent unopened. If submitting through the OpenGov Procurement Portal, the OpenGov system will automatically reject any late proposals.
- D. Unsigned proposals will NOT be considered.
- E. Proposals which are qualified with conditional clauses, alterations, or irregularities of any kind are subject to disqualification by STC, at its option.
- F. All accepted proposals will become the property of the STC Purchasing Department upon submission, whether or not a contract is awarded.
- G. All costs incurred in reviewing, analyzing, or responding to this RFP will be borne entirely by the Respondent. STC will not reimburse any Respondent any costs associated with responding to this RFP.

2.2. Proposal Preparation Instructions (Paper-Based Submission Only)

- A. Each proposal shall be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the completeness, clarity of content, and responsiveness to the proposal requirements.
- B. Proposals must be printed on letter size (8 ½" x 11") white paper suitable for copies.
- C. All pages of the proposal should be numbered sequentially.
- D. All sections or exhibits of this RFP requiring information and/or a signature must be filled out and returned as part of the proposal.
- E. Any acronyms or abbreviations used in the proposal must be defined or explained upon first usage.
- F. Respondents must submit one (1) original and two (2) copies, of the complete proposal.

2.3. Alteration of Proposals

Proposals cannot be altered or amended after the submission deadline. However, a proposal may be withdrawn and resubmitted at any time prior to the deadline for submittal.

2.4. Submittal Documents

The following documents, at a minimum, must be returned as part of your proposal:

- A. Answers to Respondent Questionnaire and Request for Documentation

- B. Price Proposal
- C. Addenda Checklist - Must be signed if submitting on paper.
- D. Execution of Offer - Must be signed if submitting on paper.

2.5. Submittal Deadline and Location

- A. All proposals must be received by STC no later than **2:00 pm, Tuesday, July 7, 2026.**
- B. Proposals may be submitted via the OpenGov Procurement Portal at:
<https://procurement.opengov.com/portal/southtexascollege/projects/274098>
- C. For paper-based responses: Hand deliver or mail to:

Hand Deliver or Express Mail (Overnight, 2nd day, etc) to:

South Texas College
Purchasing Department
3200 W Pecan Blvd Bldg N Ste 145
McAllen, TX 78501

2.6. STC Contacts

Any questions or concerns regarding this Request for Proposals shall be directed to:

Alma Velasquez Buyer South Texas College 3201 W Pecan Blvd, McAllen, TX 78501 Phone (956) 872-4632 Email: aromero4@southtexascollege.edu	Vanessa Campos Senior Buyer South Texas College 3200 W Pecan Blvd, McAllen, TX 78501 Phone (956) 872-4661 Email: vsolis_3079@southtexascollege.edu
---	---

Questions can also be submitted via the OpenGov Procurement Portal
at: <https://procurement.opengov.com/portal/southtexascollege/projects/274098>

STC specifically requests that Respondents restrict all contact and questions regarding this RFP to the above-named individual(s).

2.7. Inquiries and Interpretations

Responses to inquiries that directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and provided to all parties recorded by STC as having received a copy of the RFP. All such addenda issued by STC prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall acknowledge receipt of such in their response.

Only those STC replies to inquiries made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

2.8. Open Records

All the information submitted to STC in response to this RFP shall be subject to public disclosure under the provisions of the Texas Government Code §552.001 *et. seq.* (commonly known as the “Texas Public

Information Act”). In response to the RFP, please clearly identify any information considered to be trade secrets and/or commercial or financial information which, if disclosed, would cause substantial competitive harm. In addition, confidential information may be identified by enclosing it in brackets, highlighting the text, or using some other similar method. If STC receives a public request for disclosure of information identified as being a trade secret or as confidential commercial or financial information, STC will decline to release it and follow the procedure set out in Texas Government Code §552.305 to request an opinion from the Attorney General. In its request to the Attorney General, STC will not take a position on whether or not the information should be disclosed.

2.9. Contract Award Process

Respondents are advised that an award of a contract under this solicitation is not based on the lowest priced proposal. STC will evaluate and rank each proposal with respect to the selection criteria contained in this RFP. After opening and ranking, a contract may be awarded on the basis of the proposals initially submitted, without discussion, clarification or modification, or STC may discuss with the selected Respondent possible modifications to one or more elements of the Respondent’s proposal including, without limitation, price reduction. If STC determines that it is unable to enter into a contract under terms satisfactory to STC with the selected Respondent, then STC will terminate discussions with the selected Respondent and proceed to the next Respondent in order of selection ranking. This process will continue until a contract is reached or STC has rejected all proposals.

STC shall reserve the right to award a contract for all or any of the requirements in this Request for Proposals, to award multiple contracts, or to not award any contract, according to what is in the best interest of STC.

2.10. Validity Period

Proposals are to be valid for a minimum of ninety (90) days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

2.11. Prohibited Contact Provision

For the period between the proposal advertisement and the time that the South Texas College Board of Trustees takes action to award a contract or to reject all proposals, respondents, including their agents and representatives, shall not contact, either verbally or through written format, any College Board of Trustees member, administrator, executive, College consultant, member of the proposal evaluation committee, or any other College staff, to discuss or otherwise influence the evaluation and decision-making process relating to the award of a contract. If a respondent violates the foregoing prohibition, such contact may result in disqualification of the respondent’s proposal. The foregoing prohibition will not apply to communication with a respondent initiated by the College to request an interview, an oral presentation, or additional information to clarify any aspect of the respondent’s proposal.

3. Standard Terms and Conditions

3.1. Terms and Conditions of Contract

The terms and conditions located at the link provided below shall govern the transaction with the successful respondent(s) to this solicitation.

<https://finance.southtexascollege.edu/purchasing/purchase/files/po-terms-and-conditions.pdf>

4. Project Specifications/Requirements

4.1. General Statement of Requirements

This solicitation is for the purchase of office supplies for use throughout the various departments and offices within all STC campuses. STC expects to award a contract to the successful respondent(s) for a period from October 1, 2026 through September 30, 2027. The contract shall be renewable, at STC's option, for two additional one-year periods.

This RFP is intended to establish a stockless supply contract for office supplies. Purchases will be made on an "as needed" basis throughout the contract period and individual orders shall be for any quantity and/or dollar value. STC shall not guarantee a minimum quantity or dollar value of purchases for the term of the contract with a successful respondent(s). STC will not accept "minimum order" proposals.

4.2. Types of Products

A contract resulting from this RFP shall include, but not be limited to, the purchase of the following categories of products:

- A. General Office Supplies: includes paper clips, staples, binder clips, pens, pencils, folders, markers, tape, labels, etc.
- B. Paper Products: includes white and color copy paper, envelopes, writing pads, folders, index cards, and other paper products.
- C. Toner and Ink Cartridges: Original Equipment Manufacturer – OEM
- D. Toner and Ink Cartridges: Compatible and Remanufacture
- E. Small Office Equipment: includes calculators (handheld & desktop), hole punches, staplers, labeling equipment, pencil sharpeners, etc.
- F. Small Computer Peripherals: includes keyboard, mice, speakers, cables, and related accessories.
- G. Miscellaneous: includes other office-related items not specifically listed above.

4.3. Order Requirements

The successful respondent(s) must:

- A. Accept purchase orders at any time, during the contract period, as needed by STC. There must be no minimum dollar/quantity requirement for individual orders.
- B. Maintain a user-friendly, on-line (Internet) ordering system. The on-line ordering system must have the following features at a minimum:
 - 1. Provide access to the vendor's complete online product catalog
 - 2. Allow password protected access to STC departments for entering of orders on-line, but not the actual placement ("release") of orders

3. Permit the Purchasing Department “Super-User” access to orders entered by STC departments so that it can review and edit orders, as necessary, and “release” orders to the vendor.
 4. Display **real-time, contract-specific pricing**, with all applicable discounts automatically applied
 5. The Contractor shall provide training, at no additional cost, to STC staff on the on-line ordering system.
- C. Provide access to the vendor’s online catalog to support product selection and ordering by STC departments. Catalogs must clearly reflect contract pricing or indicate how pricing is applied.

4.4. Customer Service

- A. The contractor must provide a designated customer service representative(s) for STC. The representative shall be responsible for:
1. Tracking orders, correcting shipment problems, handling invoice issues and other related problems when they occur;
 2. Personally assisting STC departments by providing information on products, demonstrating their use or other customer service issues. Such assistance shall be performed only after approval by the STC Purchasing Department;
 3. Meeting with Purchasing Department staff on an as-needed basis to address issues relating to the contract.
- B. The contractor must provide a local or toll-free telephone number to handle customer service issues.
- C. The contractor must notify the STC Purchasing Department of item substitutions, items not in stock and the expected delivery date.
- D. The contractor must provide prompt response to all complaints and requests from STC.

4.5. Delivery Requirements

- A. Except as may be specifically requested on a purchase order, delivery of items will be made to STC’s Central Receiving Warehouse located at the following address:

South Texas College
Central Receiving Warehouse
3700 W Military Highway Building D
McAllen, TX 78503

- B. Delivery shall be FOB destination, freight included.

C. Delivery of all orders should be within two (2) business days. Delivery shall be during STC’s normal business hours, which are Monday through Thursday, 8:00 a.m. to 5:00 p.m. and Friday 8:00 a.m. to 12:00 p.m. (**Note: STC may change its days of operation during the summer months. STC will notify the awarded vendor(s) of any operation schedule change(s) during the contract period.**)

D. All deliveries shall be accompanied by delivery tickets or packing slips. Each ticket shall contain STC's purchase order number.

E. The contractor's delivery driver must verify items for each order with a member of the STC Central Receiving staff upon delivery.

4.6. Returns

- A. Accept returns for credit with no penalty to STC. No restocking fees will be imposed on the return of "Wrong Items" or "Ordered in Error" orders.
- B. All returns must be picked up within five (5) working days of notification or on the next delivery, whichever is sooner. Notification by STC may be verbal, in writing, or by email.
- C. Items identified as damaged upon delivery are to be returned by the vendor's delivery person and replaced within forty (48) hours.

4.7. Reports

The vendor must provide reports on products purchased by STC covering certain periods of time, such as monthly, quarterly, or yearly purchases. Reports must comply with the following:

- A. Reports must be available in both hard copy and Microsoft Excel format and may be submitted via email attachment.
- B. Reports fields are to contain the following:
 - 1. Product description
 - 2. Manufacturer name
 - 3. Manufacturer product number
 - 4. Unit of measure
 - 5. Quantity
 - 6. Cost by unit of measure

5. Evaluation Criteria for Award

STC will utilize an evaluation team for the evaluation of the proposals in response to this RFP/RFQ. The evaluation will include the overall response to the RFP/RFQ and the general requirements defined in the RFP/RFQ. STC must be confident that the Respondent's good/services will perform and meet the needs of STC. STC will evaluate and select the proposal that is determined to be the best value based on the criteria listed below.

To be considered responsive, all proposals must be complete and convey all of the information requested. If a proposal fails to conform to the essential requirements of the RFP/RFQ, STC alone will determine whether the proposal is a candidate for further consideration.

Pass/Fail Determination

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Execution of Offer Pass/Fail	N/A	N/A
2.	Incomplete Proposal Pass/Fail	N/A	N/A
3.	References (if applicable) Pass/Fail	N/A	N/A

Evaluation Criteria and Weights

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	The purchase price	Points Based	42 (40% of Total)
2.	The reputation of the vendor and of the vendor's goods or services	Points Based	15 (14.3% of Total)
3.	The quality of the vendor's goods or service	Points Based	14 (13.3% of Total)
4.	The extent to which the goods or services meet the district's needs	Points Based	20 (19% of Total)
5.	The vendor's past relationship with the district	Points Based	3 (2.9% of Total)
6.	The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses.	Points Based	1 (1% of Total)
7.	The total long-term cost to the district to acquire the vendor's goods or services; and	Points Based	5 (4.8% of Total)

8.	<p>For a contract for goods and services, other than goods and services</p> <p>Related to telecommunications and information materials, whether the vendor or the vendor's ultimate parent company or majority owner:</p> <p>A. Has its place of business in this state; or</p> <p>B. Employs at least 500 persons in this state</p>	Points Based	<p>5 <i>(4.8% of Total)</i></p>
----	---	--------------	-------------------------------------

6. Pricing Proposal

CORE PRODUCT LIST

The items listed are representative of commonly purchased products and are provided for evaluation purposes only. Equivalent products meeting or exceeding specifications will be accepted. Pricing must reflect the specified unit of measure.

Line Item	Company	Item Number	Description	No Bid	Quantity	Unit of Measure	Unit Cost	Total	Notes
1	WMT	WC811	8.5 x 11 White Copy Paper 92 Brightness - Letter - 8 1/2" x 11" - 20 lb or Equal		1,016	CS			
2	WAU	91904	Wausau Paper Bright White Card Stock Paper 65lb		65	PK			
3	EVE	EN92	Energizer Industrial Alkaline AAA Batteries, 24 pack		59	PK			
4	EVE	EN91	Energizer Industrial Alkaline AA Batteries, 24 pack		58	PK			
5	BIC	GSM609BK	BIC Round Stic Ballpoint Pens 60/box		58	BOX			
6	OFD	432255	Business Source Chisel Point Standard Staples or Equal		49	PK			
7	OFD	458612	Scissors,Straight,8",2/pk,Black or Equal		48	PK			
8	SAN	30001B	Marker,Sharpie,Fine,Black		43	DZ			
9	OFD	396241	Binder,OD,View,Round Ring,2",White or Equal		43	EA			
10	SAN	2096159	Sharpie S-Gel Pen, .7,BK,DZ		41	DZ			
11	SAN	80001A	Expo Dry Erase Markers , Low Odor, Chisel, Black		41	DZ			
12	OFD	987304	Cart,Collapsible,w/Lid,Black or Equal		40	EA			
13	MMM	C38BK	Scotch C38 Desk Tape Dispenser, Black		37	BOX			
14	DUR	AACTBULK36	Duracell Coppertop Alkaline AA Batteries, 36/PK		36	PK			
15	PIL	31256	G2 Premium Gel Ink Retractable Pens, Black		36	DZ			
16	OFD	427251	Stapler,Full Strip Combo,Black Or Equal		33	EA			

Line Item	Company	Item Number	Description	No Bid	Quantity	Unit of Measure	Unit Cost	Total	Notes
17	PEN	BLN77CDZ	EnerGel EnerGel RTX Liquid Gel Pens		31	DZ			
18	DUR	MN24P36	Duracell Coppertop Alkaline AAA Batteries		28	PK			
19	OFD	810838	Business Source 1/3 Tab Cut Letter Recycled Top Tab File Folder or Equal		26	BOX			
20	BIC	WOTAP10	BIC Wite-Out Brand EZ Correct Correction Tape, 10/Pack		22	PK			
21	SAN	2135174A	Expo Dry Erase Markers, 36ct, Assorted		20	CT			
Other Fees (If Applicable)									
22			Delivery Fee		1	LOT			
23			Rush Fee		1	LOT			
TOTAL									

CATALOG DISCOUNT

Line Item	Description	Unit of Measure	Min %	Max%	Notes
24	General Office Supplies	Percentage			
25	Paper Products	Percentage			
26	Toner and Ink Cartridges (OEM)	Percentage			
27	Toner and Ink Cartridges (Compatible/Remanufactured, if applicable)	Percentage			
28	Small Office Equipment	Percentage			
29	Small Computer Peripherals (Keyboard, Mice, etc.)	Percentage			
30	Miscellaneous Catalog Items Not Specifically Listed	Percentage			

ESCALATION

Enter the expected price escalation, if any, on the services offered for the second and third year of a contract.
(Escalation charges will be considered in evaluation of proposals.)

Line Item	Description	Unit of Measure	Percentage	Notes
31	Escalation Year 2	Percentage		
32	Escalation Year 3	Percentage		

7. Respondent Questionnaire and Request for Documentation

1. Company Profile

1.1. Number of years in business*

*Response required

1.2. Type of Operation*

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ LLC

*Response required

1.3. Legal Name and/or DBA Name *

*Response required

1.4. Employer Identification Number (EIN)*

*Response required

1.5. Number of Employees*

*Response required

1.6. Annual Sales Volume

1.7. Is your company certified as a Historically Underutilized Business (Small, Minority or Woman-Owned) by the Texas Comptroller of Public Accounts or a Federal agency or department?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.7.1. If yes, include a copy of the certification. *

*Response required

1.8. Does the company have its principal place of business in the state of Texas? *

☐ Yes

☐ No

*Response required

1.9. Does the company employ at least five hundred (500) persons in the state of Texas? *

☐ Yes

☐ No

*Response required

2. References

Provide a reference list of at least three (3) clients for which Respondent currently provides services or has provided services of the type and scope requested by this RFP over the past five (5) years. References from higher education are preferred. References must include client name, contact person, telephone number, email address, and length of business relationship.

3. Reference #1

3.1. Company Name*

Name:

*Response required

3.2. Contact Person & Title*

*Response required

3.3. Phone Number*

*Response required

3.4. E-Mail Address*

*Response required

4. Reference #2

4.1. Company Name*

*Response required

4.2. Contact Person & Title*

*Response required

4.3. Phone Number*

*Response required

4.4. E-Mail Address*

*Response required

5. Reference #3

5.1. Company Name*

*Response required

5.2. Contact Person & Title*

*Response required

5.3. Phone Number*

*Response required

5.4. E-Mail Address*

*Response required

6. Service Questionnaire

6.1. What is the monthly average order fill rate you will guarantee for STC (Items that are backordered shall not be considered filled items when calculating this rate)? Describe the logistics structure(s) you have in place that will ensure you can maintain this rate?*

*Response required

6.2. Describe your company's approach to customer service.*

*Response required

6.3. What are your return policies?*

*Response required

6.4. What is the average number of hours (or days) that you anticipate it will take your company to make delivery of items to STC once an order is placed?*

*Response required

6.5. Do you have retail outlets for walk-in orders?*

☐ Yes

☐ No

*Response required

When equals "Yes"

6.5.1. If yes, provide a listing of available retail outlets in Hidalgo and Starr counties and their locations.*

*Response required

6.6. Do you provide contract pricing from these retail outlets?*

*Response required

6.7. Do you provide a purchasing card for purchases at your retail outlets? *

☐ Yes

☐ No

*Response required

6.8. How will you communicate information on backorders to STC?*

*Response required

6.9. Describe your firm's on-line ordering system.*

*Response required

6.10. Describe the extent of the training you would you be able to provide on your on-line ordering system to STC departments? *

*Response required

6.11. Provide the website (URL) for your online catalog and ordering system. Note whether the catalog will reflect contract pricing specific to STC.

6.12. Identify any products, brands, or categories that are excluded from the proposed discount structure. All exclusions must be clearly disclosed. Failure to identify exclusions may result in such items being deemed included under the proposed discounts

6.13. Optional Supporting Documents.

7. Addenda Checklist

7.1. Addenda Confirmation*

Any addenda issued by STC to this RFP will become part of the RFP. Addenda will be numbered sequentially. By clicking "Please confirm" below, the Respondent is acknowledging the receipt of any and all addenda.

☐ Please confirm

*Response required

8. Execution of Offer

8.1. Execution of Offer*

In compliance with this {RFP / RFQ}, and subject to all the conditions herein, the undersigned ("Respondent") offers and agrees to furnish any or all goods and/or services at the prices quoted. Failure to sign this Execution of Offer ("Offer"), or signing it with a false statement, shall void the Respondent's Proposal and any resulting contract and may cause the Respondent to be removed from STC vendor lists.

By signature hereon, the Respondent hereby certifies that it:

- a) is a lawfully established business and is regularly engaged in providing the goods and/or services requested herein.
- b) has the necessary experience, knowledge, abilities, skills, and resources to provide the goods and/or perform the services requested herein.
- c) is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Tax Code or is not subject to the payment of such taxes, and that any false statement with respect to its franchise tax status shall be a material breach of any contract that may result from this solicitation.
- d) is not currently delinquent in the payment of any property taxes owed to STC, if applicable.
- e) is aware that if Texas Government Code §2252.908, relating to the disclosure of interested parties, is applicable to any contract awarded to the Respondent as a result of this RFP, the Respondent is required to make an electronic filing of Form 1295 with the Texas Ethics Commission as a condition of being awarded the contract.
- f) is a publicly-traded company or, if not a publicly-traded company, no owner, employee or director of the Respondent is either currently employed by STC or has been an employee of STC within the immediate twelve (12) months prior to the time set for the submission of the Proposal to this RFP.
- g) is not suspended, debarred or otherwise declared ineligible to contract by any agency of the federal, state or local government,
- h) has not, in connection with the Proposal, given or offered to give, and does not intend to and shall not give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to an employee or trustee of STC or to a family member of an STC employee or trustee.
- i) nor anyone acting on its behalf, has violated the antitrust laws of the State, codified in Section 15.01, et seq., Texas Business and Commerce Code or the Federal antitrust laws, or has disclosed, directly or indirectly, any information contained in the Respondent's Proposal to any competitor or any other person engaged in such line of business.

j) is aware that pursuant to *Texas Local Government Code*, Chapter 176, all vendors who contract or seek to contract with “local governmental entity” such as STC may be required to complete a conflict-of-interest questionnaire (“CIQ”) if the vendor has a relationship with an officer of STC who is considered a “local government officer” or with a family member of such officer. If completion of a CIQ is required as of the effective date or at any time during the term of any contract resulting from the Proposal, the Respondent shall file the CIQ with STC’s Vice President of Finance and Administrative Services as the designated records administrator, with a copy to the Director of Purchasing. At

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>, the Respondent can find the official CIQ form along with a list of STC officers who are defined by Chapter 176 as “local government officers.”

k) is aware that pursuant to *Texas Education Code*, Chapter 44.034, a person or business entity, **excluding** publicly-traded companies and certain vendors of library goods and services, that does business with STC, must notify STC if such person, or an owner or operator of such business entity, has ever been convicted of a felony, and must include in the notification a general description of the conduct that resulted in the felony conviction. At <https://finance.southtexascollege.edu/purchasing/purchase/files/Form-Criminal-History.pdf>, the Respondent can find a Criminal History Disclosure Form (“CHDF”) that shall be used for this purpose. If the Respondent is required to submit a CHDF pursuant to Chapter 44.034 as of the effective date of any contract resulting from the Proposal, or at any time during the term of such contract, the Respondent shall send the CHDF to STC’s Vice President of Finance and Administrative Services, with a copy to the Director of Purchasing.

l) confirms that pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(b), relating to compensation received for participating in the preparation of this RFP, the Respondent is not ineligible to receive a contract that results from this RFP and acknowledges that any such contract may be terminated and payment withheld if this certification is inaccurate.

m) confirms that if the requirements of Texas Government Code Chap. [552.372](#), governing the preservation of information in connection with certain contracts for more than one million dollars, apply to this RFP and the resulting contract, the Respondent agrees that the contract can be terminated if the Respondent knowingly or intentionally fails to provide the information as required pursuant to that subchapter or to otherwise comply with any other requirement of that subchapter.

n) is aware that, notwithstanding any conflicting term in any contract, the dispute resolution process set forth in Chapter 2260.004 of the Texas Government Code may be applicable to attempt to resolve any dispute arising under a contract resulting from this RFP and that the damages limitations contained in Chapter 2260.003 may be applicable to the contract.

o) acknowledges that, pursuant to Section 2276.002 of the Texas Government Code, with respect to any contract resulting from the RFP which meets the minimum monetary and employee headcount requirements under Section 2276.002, the Respondent i) does not boycott energy companies and ii) will not boycott energy companies during the term of the contract.

p) acknowledges that, pursuant to Section 2271.002 of the Texas Government Code, with respect to any contract resulting from the RFP which meets the minimum monetary and employee headcount requirements under Section 2271.002, the Respondent does not boycott Israel and ii) will not boycott Israel during the term of the contract.

q) acknowledges that, pursuant to Section 2274.002 of the Texas Government Code, with respect to any contract resulting from the RFP which meets the minimum monetary and employee headcount requirements

under Section 2274.002, the Respondent i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

r) certifies that, with respect to prohibitions for engaging in fraud and other illicit conduct relating to hurricane and other disaster relief efforts as set forth in Section [2155.006](#), Texas Government Code, the Respondent is not ineligible to receive the contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

s) certifies that, with respect to prohibitions on vendors who have engaged in human trafficking violations as set forth in Section [2155.0061](#), Texas Government Code, the Respondent is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

t) acknowledges that Texas Education Code Section 51.3525 (*Responsibility of Governing Boards Regarding Diversity, Equity, and Inclusion Initiatives*) prohibits STC, whether acting through employees or third-party contractors, from engaging in certain activities as set forth in Subsection (b), Subdivision (1) and to adopt policies and procedures for appropriately disciplining, including by termination, any STC contractor who engages in conduct in violation of Subdivision (1), and Respondent represents that any contract resulting from the Proposal, including any services provided thereunder by Respondent, shall, at no time, violate Texas Education Code Section 51.3525 and acknowledges that if Respondent, as a result of its performance under or in connection with any contract resulting from the Proposal, provides any goods or services to STC which would cause STC to be in violation of Section 51.3525, STC may terminate the contract without liability.

u) certifies that Respondent and, if applicable, any of Respondent's subsidiaries and holding companies, are not: i. listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or, ii. listed in Section 1260H of the 2021 NDAA; or, iii. owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or, iv. controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

v) acknowledges that the individual signing this Offer as well as the other documents included in the Proposal is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Proposal.

By signature hereon, the Respondent hereby acknowledges and understands that:

1) STC is a governmental entity and may terminate a contract resulting from this RFP if funds sufficient to pay its obligations are not appropriated by its governing body. In the event of non-appropriation of funds, STC will provide the Respondent with a written notice of the intent to terminate. In the event of such termination, STC will not be considered to be in default or breach of any agreement, nor shall it be liable for any further payments or be liable for any damages or any other amounts which are caused by or associated with such termination.

2) a contract resulting from this RFP shall be governed and construed in accordance with the laws of the State of Texas without regard for the conflicts of law provisions. The venue for any suit arising under the contract is fixed in any court of competent jurisdiction of Hidalgo County, Texas.

3) information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to Chapter 552 of the Texas Government Code (the "Public Information Act").

4) any proposed modifications or additions to any of the terms and conditions contained in the RFP will not be considered unless the Respondent specifically requests such modifications or additions in the Proposal.

The Respondent hereby acknowledges that the Proposal must include the Respondent's Taxpayer Identification Number and full legal name and address; the failure to sign the Proposal will disqualify it; and the authorized agent signing the Proposal may be required by STC to provide evidence of the agent's authority to bind the Respondent to a contract.

☐ Please confirm

*Response required