



TEXAS SOUTHERN UNIVERSITY

Return Bid to:
Texas Southern University
Procurement Services – Purchasing
3100 Cleburne Street, Room HH333
Houston, TX 77004

ITB Number: #717-26-750 Simulation Center
Technology Upgrade

Date of Issuance: Thursday April 30, 2026

Deadline: Tuesday, May 19, 2026
1:00 p.m. Central Time

Texas Vendor ID or FEI No.

COMPANY NAME

ADDRESS

CITY STATE ZIP

PHONE NUMBER EMAIL ADDRESS

AUTHORIZED SIGNATURE DATE

TYPE OR PRINT NAME OF SIGNER

E-MAIL ADDRESS

QUOTE F.O.B. DESTINATION PREPAID & ALLOWED

DELIVERY TIME DAYS

TERMS OF PAYMENT: NET DAYS

FREIGHT CHARGES:
If quoting other than F.O.B. Destination Prepaid and
Allowed, indicate all freight charges.

Under Section 231.006, Family Code, the
Vendor certifies that the individual or business
entity named in this contract, offer, or
application is not ineligible to receive the
specified grant, loan, or payment and
acknowledges that this contract may be
terminated and payment may be withheld if
this certification is inaccurate.

If the paragraph above is applicable, provide
names and social security number of each
person with at least 25% ownership. Vendors
that pre-registered this information on the
Texas Procurement and Support Services
Centralized Master Bidders List have satisfied
This Vendor agrees to comply with all conditions
shown on this form.

FAILURE TO MANUALLY SIGN WILL
DISQUALIFY BID

- Check below if preference is claimed under
Rule 1 TAC 113.8
[] Produced in Texas and/or Texas bidder
[] Texas agricultural products
[] USA produced supplies, materials or
Equipment
[] Products of persons with mental or physical
Disabilities
[] Products made of recycled materials
[] Energy efficient products

Texas Southern University desires to enter into a contract awarded to the company(s) offering the most advantageous proposition to the institution. Bids must be plainly marked on the envelope container or package, with the offer number and opening date.

CONTRACT TERM

The contract is anticipated to be effective upon signing of a contract and continue for through the number of Delivery Time in days as stated on the cover sheet of this ITB.

BID DELIVERY

Bid packets are commonly submitted to TSU by one of the following methods: (1) U.S. Postal Service overnight, (2) Fed Ex overnight / Express Mail, and/or (3) Hand Deliver (recommended).

TSU Post Office, 3100 Cleburne St, Houston, TX 77004

****Please instruct your courier NOT to go the Warehouse nor Central Receiving as this could delay delivery and could ultimately result in your response being late and rejected. Due to the current pandemic, all solicitation responses must be delivered to TSU's Post Office.**

ADDITIONAL COPIES

Texas Southern University requests that bidders submit one (1) **original** and one (1) copy of bid response and **a flash drive with a copy of the bid response** for the purpose of evaluation by multiple parties. Please clearly mark the original copy of your offer.

EQUAL OPPORTUNITY

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

PUBLIC INFORMATION

TSU considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature, and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code, Chapter 552.001, et seq.*) after a contract is awarded. Respondents are hereby notified that the University strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of ITB information.

WAIVER OF INCONSISTENCIES:

The University reserves the right to waive any and all minor technical inconsistencies in evaluating the proposal responses.

INCURRED EXPENSES

Any and all expenses incurred in response to this proposal are entirely the responsibility of the contractor. Neither the University, nor the State of Texas, is liable in any manner.

INQUIRIES

All inquiries regarding this Invitation to Bid must be submitted via email by **Tuesday, May 12, 2026 by 12:00 noon Central Time**. The University will not accept questions after this date. All inquiries may result in written responses posted to the Electronic State Business Daily, available at <https://www.txsmartbuy.com/esbd>. Questions must be emailed to Greg Williams, Purchasing Department at gregory.williams@tsu.edu

ADDENDA, CHANGES AND MODIFICATIONS TO THIS BID

It is the bidder's responsibility to periodically check the Electronic State Business Daily Website <https://www.txsmartbuy.com/esbd> up until the offer opening time for any changes, modifications or addenda to this offer. Receipt of all addenda to this ITB should be acknowledged by returning a signed copy of each addendum with the submitted Bid. Failure to do so could result in an offer submission that cannot be considered

REFERENCES

Provide references from three (3) of Company's customers services that are similar in scope, size, and complexity to the services described in this RFP. These references should be able to speak specifically to Company's ability to provide Stage Lighting and Rigging services.

- Provide the following information for each customer:
- Customer name and address;
- Contact name with email address and phone number;
- Time period in which work was performed;
- Short description of work performed

SUBCONTRACTORS

Subcontractors providing services under a Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors along with the services they will provide.

AWARD

Texas Southern University intends to award in such a way as to gain the greatest benefit to the end result of this project and therefore the University. Texas Southern University will be the sole judge of what constitutes the most advantageous proposition to the University. TSU reserves the right to award this contract to multiple parties if deemed in the best interest of the University.

CRITERIA FOR AWARD

The evaluation of the bid will include the overall response to the bid, and will include, but is not limited to the "Best Value Standard for Purchase of Goods or Services" and any other factor Texas Southern University deems relevant. The University must be confident that their needs can be met. The University will evaluate and make the award on the offer that is determined to be the best value to the University based on the criteria listed below. All bids must be complete and convey all the information requested to be considered responsive.

Considerations for award of this contract will include the factors in accordance with Government Code 2155.074. Best Value Standard for Purchase of Goods or Services are as follows:

(a) For a purchase of goods and services under this chapter, each state agency, including Texas Southern University and shall purchase goods and services that provide the best value for the state.

(b) In determining the best value for the state, the purchase price and whether the goods or services meet specifications are the most important considerations. However, the Texas Procurement and Support Services or other state agency may, subject to Subsection (c) and Section 2155.075, consider other relevant factors, including:

- (1) Proposed costs
- (2) Stability and success of contractor's business
- (3) Quality and reliability of the goods and services
- (4) Delivery terms and proposed transition plan
- (5) Indicators of probable contractor performance under the contract such as past contractor performance, the contractor's financial resources and ability to perform, the contractor's experience or demonstrated capability and responsibility, and the contractor's ability to provide reliable maintenance agreements and support
- (6) Other factors relevant to determining the best value for the state in the context of a particular purchase

Added by Acts 1997, 75th Leg., ch. 1206, § 6, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 1422, § 14.16, eff. Sept. 1, 2001.

PUBLICITY

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

BID TABULATION

Electronic copy of the submittal tabulation sheet will be made available after the scheduled public bid opening per request through Purchasing. Only names of respondents and total bid price will be released to the public at the public bid opening. All other information will be kept confidential until after successful contract award.

SEVERABILITY

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

GOVERNING LAW

This Contract, including, without limitation, this ITB and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

HOUSE BILL 1295

The awarded vendor is required to submit the State of Texas House Bill 1295 certificate for Interested Parties if over \$100,000; unless you are a publicly traded company. If applicable to you, please obtain the most recent

Form 1295 from the State of Texas Purchasing, complete it, and include it in your bid response. The link to the form can be located at the following link: <https://www.ethics.state.tx.us/filinginfo/1295/>.

If not applicable to you, state it clearly in your response as well below.

Are you a publicly traded company? _____
Is your 1295 certificate included in your response: _____

FIRM PRICING

Prices contracted for are to be guaranteed firm pricing for ninety (90) days.

TERMINATION FOR FAILURE TO MEET SPECIFIED DELIVERY

Should the contractor consistently fail to meet the specified delivery, Texas Southern University reserves the right to cancel upon 10 days written notice. Texas Southern University specifically reserves the right to purchase these items elsewhere when delivery cannot be met, and Texas Southern University deems it necessary to override the contractual agreement.

FIXED ESCALATION CLAUSE

Bidders must certify a fixed, maximum percentage of escalation for both the initial and any subsequent terms of the contract as specified. This percentage will be employed in the evaluation and award of any contract resultant of the bid. The maximum annual percentage of escalation is _____%. **If this field is not filled in, an escalation of 0% will be assumed.**

RIGHT TO TERMINATE

The University reserves the right to terminate this contract or any portion thereof on thirty (30) days written notice. Grounds for cancellation shall include, but are not limited to the following:

- 1) Failure to provide timely prompt service, and
- 2) Failure to provide quality products.

The University shall be the sole judge of acceptable service as indicated above.

TERMINATION

For termination, which is not based upon cause, thirty (30) day written notice shall be given to the contractor.

AMENDMENTS

This Contract may be amended only upon written agreement between Texas Southern University and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void.

PROTECTION OF PROPERTY

Vendors shall always guard against damage or loss to the University property or of other vendors,

suppliers or contractors, and shall be responsible for replacing or repairing, or for the cost of repairs or replacement of any such loss or damage. The University may require payment or require such additions and/or adjustments to the Vendor's assessment to ensure reimbursement or replacement for such loss or damage to property incurred by the Vendor or its agents.

INDEMNIFICATION

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TEXAS SOUTHERN UNIVERSITY ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TEXAS SOUTHERN UNIVERSITY.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TEXAS SOUTHERN UNIVERSITY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TEXAS SOUTHERN UNIVERSITY OR ITS EMPLOYEES.

VENDOR CERTIFICATION / ACCEPTANCE

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Texas Southern University of the bidder's offer by issuance of a purchase order will create a binding legal contract. Further he agrees to fully comply with documentary forms herewith made a part of this specific procurement

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TYPED NAME & TITLE: _____

EXECUTIVE ORDER GA-48 COMPLIANCE STATEMENT (HIGHER EDUCATION)

Pursuant to Executive Order GA-48 issued by Greg Abbott, Respondent affirms its understanding of and commitment to comply with all applicable requirements related to foreign adversary restrictions as they apply to public institutions of higher education.

Respondent certifies that it is not owned by, controlled by, or affiliated with any entity identified as a foreign adversary and does not participate in prohibited foreign talent recruitment programs or restricted research collaborations. Respondent further certifies that it does not receive funding, contractual support, or other resources from prohibited foreign sources that would conflict with the requirements of this Executive Order.

In support of institutional research security and academic integrity, Respondent agrees to fully disclose any foreign affiliations, partnerships, funding sources, or collaborative arrangements that may involve foreign entities. This includes, but is not limited to, research sponsorships, joint academic programs, data-sharing

agreements, and subcontracting relationships.

Respondent acknowledges that any resulting agreement may be subject to enhanced compliance measures, including review of research activities, data access limitations, export control considerations, and restrictions on the use of certain technologies, equipment, or personnel connected to foreign adversaries. Respondent further agrees to comply with all institutional policies related to international travel, remote work conducted outside the United States, and access to university systems or sensitive data, where applicable to the services provided.

Failure to comply with the provisions of Executive Order GA-48 and applicable institutional policies may result in disqualification from the solicitation process, contract termination, and/or other remedies available under law.

Vendor Certification – Executive Order GA-48 Compliance

The Respondent must complete the following certification. Failure to complete this section may result in disqualification.

Certified Compliant

Respondent affirms that it is fully compliant with the requirements of Executive Order GA-48 and has no prohibited affiliations, funding sources, or engagements.

Disclosure Required

Respondent affirms compliance but has disclosed below any affiliations, funding sources, partnerships, or activities that may require review under GA-48.

Non-Compliant

Respondent is unable to certify compliance with Executive Order GA-48.

If “Disclosure Required” is selected, provide details below (attach additional pages if necessary):

Authorized Representative Name: _____

Title: _____

Company Name: _____

Signature: _____ **Date:** _____

TERMS AND CONDITIONS & ATTACHMENTS

The following attachments are to be considered as part of this bid:

- 1) Texas Southern University "Terms and Conditions"

BID SUBMISSIONS SHALL INCLUDE THE FOLLOWING:

- 1) Signed Addendum
- 2) References
- 3) Subcontractors
- 4) Form 1295
- 5) Signed Executive Order GA-48 Compliance Statement
- 6) Signed Execution of Bid

SCOPE OF SERVICES

The university currently utilizes healthcare simulation products from Education Management Solutions and seeks to upgrade those products. The successful shall provide upgrades and enhancements to the existing healthcare simulation center infrastructure, including installation and configuration of high-quality audiovisual equipment such as cameras, microphones, and recording systems to support simulation-based education and assessment. The system must include an integrated recording and management interface for capturing, storing, and retrieving simulation sessions for debriefing and evaluation purposes. The scope includes server upgrades or replacement to support system performance, storage, and reliability. Vendor will provide installation, system integration, testing, training for faculty and staff, warranty coverage, and ongoing technical support to ensure continuous operation of the simulation environment.

Provide an itemized list describing all products and services that are requested in the scope of services. Provide a price for each item and a grand total including all costs and expenses required for Firm to provide products and perform services listed in this invitation to bid.

EXECUTION OF OFFER

1.1 EXECUTION OF OFFER:

NOTE: THIS EXHIBIT MUST BE SIGNED AND RETURNED WITH THE INVITATION TO BID. BIDS THAT DO NOT INCLUDE THIS EXHIBIT WILL BE DISQUALIFIED. THE INVITATION TO BID SHALL BE VOID IF FALSE STATEMENTS ARE CONTAINED IN THIS EXHIBIT.

By signature hereon, Bidder certifies that:

- 1.1.1 All statements and information prepared and submitted in the response to this ITB are current, complete, and accurate.
- 1.1.2 Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- 1.1.3 Neither Bidder nor the firm, corporation, partnership, or institution represented by Offeror or anyone acting for such firm, corporation, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated the contents of this ITB either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this ITB.
- 1.1.4 When a Texas business address shown here on that address is, in fact, the legal business address of Offeror and Offeror qualifies as a Texas Resident Bidder under 1 TAC § 111.2.
- 1.2 Under Government Code § 669.003, relating to contracting with an executive of a state agency, Offeror represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas Southern University or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this ITB. If Offeror employs or has used the services of a former executive head of Texas Southern University or other state agency, then Offeror shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Offeror, and date of employment with Offeror.
- 1.3 Texas Southern University is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Offerors/vendors with the Federal General Services Administration's System for Award Management (SAM), <http://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
- 1.4 Bidder certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Offeror is in compliance with the State of Texas statutes and rules relating to procurement and that Offeror is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
- 1.5 Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code,

Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

- 1.6 The Bidder must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; (iii) §2155.003, Gov't Code, which prohibits the chief clerk or any other employee of the TSU from having an interest in, or in any manner be connected with, a contract or bid for a purchase of goods or services by an agency of the state or accept from any person to whom a contract has been awarded anything of value or a promise, obligation, or contract for future reward or compensation.
- 1.7 Offerors must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code Chapters 572 and 573). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility. Offeror, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.
- 1.8 By signature hereon, Bidder certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Offeror and an employee of Owner, or Offeror has not been an employee of Owner within the immediate twelve (12) months prior to Bidder’s ITB response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Bidder.
- 1.9 By signature hereon, Bidder signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 1.10 By signature hereon, Bidder agrees to complete a Cybersecurity Training Program. Pursuant to Section 2054.5192, *Texas Government Code*, Offeror and its subcontractors, officers, and employees, who are provided credentials granting access to Owner’s computer system also known as Owner’s information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Owner. The cybersecurity training program must be completed during the term and any renewal period of this Agreement. Respondent shall verify in writing completion of the program to the Owner within the first thirty (30) calendar days of the term and any renewal period of the Agreement. Failure to comply with the requirements of this section are grounds for termination for cause of the Agreement.
- 1.11 By signature hereon, Bidder agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Bidder’s ITB, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 1.12 By signature hereon, Bidder certifies that no member of the Board of Regents of the Texas Southern University, or the executive officer’s of the Owner has a financial interest, directly or indirectly, in the transaction that is the subject of the contract, and that no member of the Board of Regents has a “substantial interest” (as that term is defined in Section 51.923 of the *Texas Education Code*) in the Respondent.



- 1.13 Pursuant to Chapter 2274, *Texas Government Code*, Bidder certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity of firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
- 1.14 Pursuant to Chapter 2274, *Texas Government Code*, Offeror certifies that it does not boycott energy companies as defined in Section 809.001(1)(a), *Texas Government Code*, (i.e., fossil fuel companies); and will not boycott energy companies during the term of the Agreement.
- 1.15 Bidder certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery, on entry to, to gain access to, or to receive service from the Offeror 's business. Respondent acknowledges that such a vaccine or recovery requirement would make Bidder ineligible for a state-funded contract.
- 1.16 Pursuant to Section 2274.0102, *Texas Government Code*, Bidder certifies that neither it nor its parent company, nor any affiliate of Bidder is majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103, *Texas Government Code*, or headquartered in any of those countries.
- 1.17 Pursuant to Section 2155.004, *Texas Government Code*, Bidder certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 1.18 Pursuant to Section 2270.002, *Texas Government Code*, Bidder certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Bidder shall state any facts that make it exempt from the boycott certification in its Response.

Bidder represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of Bidder and to bind Bidder under any future contract resulting from this ITB.

Submitted and Certified By:

(Respondent - Company Name)

(Street Address)

(Name Type/Printed)

(Cit, State, Zip Code)

(Title)

(Telephone Number)

(Authorized Signature)

(Email Address) required for ITB Notification

(Date)

(Tax Identification Number)