



TEXAS SOUTHERN UNIVERSITY

**INVITATION TO BID (ITB)**

# **TEXAS SOUTHERN UNIVERSITY RELAYS TIMING SERVICES**

**ITB #717-24-716**

**DEADLINE FOR SUBMITTAL:**

**11:00 a.m. Central Standard Time, Thursday, February 29, 2024**

*(Proposals received after the date and time specified will not be accepted)*

Texas Southern University  
**PROCUREMENT SERVICES**  
Attention: Sceffers Ward  
3100 Cleburne Street  
Mack O. Hannah Hall, Suite 333  
Houston, Texas 77004 -4598



TEXAS SOUTHERN UNIVERSITY

**ITB Number: 717-24-716 TSU Relays Timing Services**

**Date of Issuance:** Wednesday, February 14, 2024

**Deadline: Thursday, February 29, 2024**

**11:00 a.m. Central Time**

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

**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.

**TOTAL AMOUNT OF BID:**

**\$** \_\_\_\_\_

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
- ☐ Historically Underutilized Business Certified by the TX Procurement and Support Services
- ☐ Products of persons with mental or physical Disabilities
- ☐ Products made of recycled materials
- ☐ Energy efficient products

Texas Southern University desires to enter 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.

**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). Regardless of how you deliver your proposals response please note:

Campus Map:  
<http://www.tsu.edu/about/campus/pdf/tsu-campus-map.pdf>

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.

## **PRE-SUBMITTAL CONFERENCE / WALKTHROUGH:**

There will not be a Pre-submittal / Walkthrough held for this solicitation.

## **INQUIRIES**

All inquiries regarding this Invitation to Bid must be submitted via email by **Tuesday, February 20, 2024, by 12:00 p.m. 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 Sceffers Ward, Purchasing Department at [Sceffers.Ward@tsu.edu](mailto:Sceffers.Ward@tsu.edu) or Thomas Britt at [sceffers.ward@tsu.edu](mailto:sceffers.ward@tsu.edu) or [purchasing@tsu.edu](mailto:purchasing@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**

Vendors responding to this bid must be prepared, if asked pre-award, to submit a list of at least three references your company has successfully provided products for projects of this type and magnitude. The list must include the client's name, address, telephone number, a contact person, and a brief description of the project completed. The University shall not be confined to this list if it deems further reference investigation necessary.

## **HUB Subcontracting Plan (HSP)**

In accordance with Gov't Code §2161.252, Texas Southern University has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response if the total dollar amount of bid response is greater than \$100,000, the University requires respondent to complete and submit their signed HUB Subcontracting Plan (HSP) with their solicitation response.

**NOTE: Responses greater than \$100,000 that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).**

## **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.

## **AWARD**

Texas Southern University intends to award in such a way as to gain the greatest benefit to the 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.



**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.

**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:\_\_\_\_\_

**TERMS AND CONDITIONS & ATTACHMENTS**

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

- 1) Texas Southern University “Terms and Conditions” (2 pages)
- 2) Hub Plan (1 page)

## **SPECIFICATIONS**

### **Texas Southern University Relays Timing Services**

Texas Southern University is seeking to obtain a timing service for the TSU Relays. Respondents must include pricing for equipment, installation (if necessary), materials, and delivery services. Therefore, price, service specifications and preferred timeline of delivery will be very important factors. Respondents should also include all extra cost to the University and warranties based on specifications, to include, but not limited to:

#### **The Respondents must provide the following timing services listed below:**

1. FinishLynx fully automated timing system
2. Primary and backup camera at common finish line
3. Primary and backup camera at reverse finish line
4. Primary camera only for 110 finish line
5. Minimum of one (1) fully automated wind gauge
6. All computer equipment, printers and miscellaneous networking equipment
7. Two scoreboards to be positioned at primary finish line and reverse 200m
8. Tablets and intranet system for up to eight (8) field events at same
9. Live results to provide live field and live scoreboard. Provide up to 3000 bibs
10. Minimum of four (4) sets of hard copy results at the conclusion of each event
11. Daily seeding and meet paperwork in PDF format emailed to individuals as instructed
12. Maximum of one (1) hard copy of daily meet paperwork to replace lost copies.
13. Meet management has total discretion of the database. After the online closed out has expired. Athlete event/name modifications shall be made per meet management's request provided the athlete has entered the meet via the online registration.

#### **TSU will to provide:**

1. Sufficient and dedicated 120v electrical outlet power for all finish line cameras and displays
2. Electrical Technician at setup to ensure electrical power is working properly
3. A sufficient amount of hip numbers for all events (2 numbers for the distance events)
4. Minimum of one (1) daily meal/s and refreshments for the timing crew
5. A 20'x20' tent at the finish line with three (3) tables and six (6) chairs
6. TSU to provide pins for bibs

#### **TSU is seeking a multiyear agreement:**

**2024** – Friday and Saturday, March 15 - 16

**2025** – Friday and Saturday, March 14 – 15

**2026** – Friday and Saturday, March 20 - 21



## PREFERENCES

**See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38**

- ☐ Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran \*
- ☐ Agricultural products produced or grown in TX
- ☐ Agricultural products and services offered by TX bidders\*
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy Efficient Products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards
- ☐ Recycled or Reused Computer Equipment of Other Manufacturers
- ☐ Foods of Higher Nutritional Value