



Coastal Bend
COLLEGE

REQUEST FOR BID

**CHILDBIRTH
SIMULATOR**

RFB#2023-N001

Submittal Deadline:

November 13, 2023 by 10:00am

Prepared by: Genesis Gutierrez Procurement

Specialist

Coastal Bend College

3800 Charco Rd.

Beeville, TX 78102

ggutierrez@coastalbend.edu

INTRODUCTION

Profile Coastal Bend College: *Coastal Bend College (“CBC” or the “College”) is a public community college in South Texas with a service area encompassing Bee County, Karnes County, Live Oak County, Jim Wells County, McMullen County, Duval County, Brooks County, Atascosa County, and Kleberg County. CBC provides educational opportunities in workforce training, academics, technical fields, adult basic education, and personal development. CBC is accredited to award associate degrees and certificates by the Commission on Colleges of the Southern Association of Colleges and Schools.*

Coastal Bend College’s web page is located at: <http://www.coastalbend.edu>

Objective of this Request for Bids

The intention of this Request for Bid (RFB) is to solicit offers for Childbirth Simulator. These specifications will allow the College to select the vendor who can provide such goods. The College reserves the right to accept or reject any or all bids, waive any formalities in the bid process, and to award the bid that best serves the interests of the College.

Coastal Bend College (“CBC”) is accepting sealed bids for the following:

Childbirth Simulator

Direct all questions regarding this proposal in writing to:

Genesis Gutierrez-Procurement Specialist

Email: ggutierrez@coastalbend.edu

For information regarding the RFB process, contact the representative identified above.

TIMELINE

Release RFB:	October 26, 2023
Last date for questions:	November 10, 2023 3:00pm
Bid Submission Deadline Date:	November 13, 2023 10:00am
Bid Opening Date:	November 13, 2023 3:00pm

To be considered a responsive offer, vendors are required to submit an executed original of their bid, proposal sheets and any other requested/required information in a sealed envelope. Please submit one signed original, and two copies.

The Bid packet can be mailed, delivered by courier as well as hand-delivered to:

Coastal Bend College
Attn: Genesis Gutierrez
Business Office
3800 Charco Road
Beeville, TX 78102

VENDOR SUBMISSION CHECKLIST

Your response must include the following information and completed forms:

Business References

SCOPE, EVALUATION, & RFB PURPOSE

The scope and purpose of this RFB is: *The intention of this Request for Bid (RFB) is to solicit offers for Childbirth Simulator. These specifications will allow the College to select the vendor who can provide such services. The College reserves the right to accept or reject any or all bids, waive any formalities in the bid process, and to award the bid that best serves the interests of the College.*

FACTOR	POINTS
Purchase price	40
The reputation of the vendor and the vendor's goods and services.	15
The extend to which the goods and services meet the College needs.	15
The quality of the vendor's goods and services.	10
The vendor's past relationship with CBC.	10
The total long-term cost to the College to acquire the goods or services.	10
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Total	100

EVALUATION CRITERIA – Coastal Bend College will conduct a comprehensive, fair and impartial evaluation of all bids received in response to this RFB. Each bid received will be analyzed to determine overall responsiveness and completeness. Failure to comply with the instructions or to submit a complete proposal may deem a bid non-responsive and may be eliminated from further evaluation at the discretion of the College.

PROCUREMENT PROCEDURES & AWARD

1. **BID VALIDITY:** Bids and all pricing offers shall remain valid, pending award, for 120 days. Upon mutual agreement, bid prices can be extended beyond the firm price offer date. Submitted responses should be self-explanatory and should not require any clarification or additional information. Once submitted, CBC will not return responses to vendors. A response that has been submitted to CBC may be withdrawn by email.

2. **COSTS AND PRICING:**

- a. Prices are to remain firm and fixed for the term of the contract, unless cost increases or escalations are specifically agreed to in a writing signed by both parties.
- b. Submit unit price on quantity specified – extend and show total. In case of errors in extension, unit prices shall govern.
- c. All prices are to be freight prepaid, include all delivery charges and are to be F.O.B. CBC.
- d. CBC is tax-exempt. Response prices should not include taxes.

3. **DELIVERY ARO:** Proposals must show the number of days required to deliver the article(s) to the specified location under normal conditions after receipt of an order (ARO). Delivery time will be considered in the evaluation process.

4. **PURCHASES** – Purchases will be made on an as needed basis throughout the period of the contract by way of Purchase Orders.

5. **SPECIFIED/ALTERNATE ITEMS:** Any catalog, brand name, and/or manufacturer's reference used is descriptive, not restrictive, and is intended only to indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise specified. If offering an alternate product, proposal must show manufacturer, brand, model, etc. of item being offered. Complete descriptive information of each alternate product must be included with the proposal. If the vendor takes no exception to the specifications, vendor shall be required to furnish brand names, models, etc. as specified.

6. **SUBCONTRACTORS:** If the Vendor has joined with one or more business partners or is subcontracting any work to respond to the solicitation, Vendor must identify those subcontractors or partners in the solicitation response.

7. **AUTHORITY/DISTRICT OPTION:** All proposals must meet or exceed the College specifications. CBC shall be the sole authority in evaluating and determining the equality of all alternate proposals. Substitutions below the minimum specifications shown will not be accepted.

8. **CBC:**

- a. Reserves the right to reject any or all bids, waive minor formalities at CBC's discretion, and to accept any bids determined to be the most advantageous to the college in accordance with the RFB's evaluation criteria. Reserves the right to cancel this solicitation in whole or in part, or amend the solicitation by issuing an addendum to the RFB. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFB.
- b. Reserves the right to award one or more contracts, in part or in whole, to a single or to multiple prospective vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with CBC.
- c. Assumes no financial responsibility for any costs incurred by prospective vendors in developing and submitting a response to this RFB or any amendments or addenda, or any other costs incurred by vendors prior to award of a contract.
- d. Reserves the right to reject any and/or all responses. CBC further reserves the right to accept, reject, or negotiate modifications in any terms of a proposed vendor's response or any parts thereof.

9. **RFB ADDENDUM:** Any interpretations, corrections, additions or changes to this RFB will be communicated to vendors by the issuance of an addendum. All vendors shall comply with the requirements specified in any addendum issued by CBC. No addenda will be issued later than 3 business days prior to the proposal closing, except an addendum withdrawing the proposal or postponing the opening of the proposal. Every effort will be made to send addenda issued to the parties known to have been furnished a complete copy of the RFB.

10. **NON-WARRANTY OF PROPOSALS** – Due care and diligence has been exercised in the preparation of the RFB, and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, the exposures to risk, and verification of all information herein shall rest solely with those submitting bids. Neither the College nor its representatives shall be responsible for any errors or omissions in this RFB. The College reserves the right to request additional information from the Vendor after the submission date.

11. **OPENING PROCEDURE:** Bids will be opened so as to avoid disclosure of contents to competing offerers and kept secret during the process of negotiation. Only the names of offerers will be read at a public opening.

12. **NEGOTIATIONS** – The College may choose to award a contract based on the original submission, or move to negotiations. Because the College may choose not to enter into negotiations and/or request a best and final offer, all offerers are to assume the original submission, and any subsequent communication with the College, may be considered a final offer.

13. **DISQUALIFICATION:** A vendor may be disqualified before or after the responses are unsealed for reasons including but not limited to incomplete or non-compliant responses, or evidence of collusion with the intent to defraud, or evidence of intent to perform other illegal activities for the purpose of obtaining an unfair competitive advantage.

14. **RFB SUPERSEDES:** This RFB represents the basis for any award and supersedes all prior solicitations, offers, negotiations, exceptions and understandings (whether orally or in writing).

15. **TEXAS PUBLIC INFORMATION ACT:** CBC is a governmental body subject to the Texas Public Information Act. Responses submitted to CBC as a result of this solicitation may be subject to release as public information after contracts are awarded or the procurement is terminated. CBC assumes no obligation or responsibility relating to the disclosure or nondisclosure of information as required by applicable law.

16. **CONFLICTS OF INTEREST AND GIFTS:**

a. Proposers are not permitted to contact any Board of Trustees member, officer or employee, other than the College representative designated to respond to questions above. No gratuities of any kind will be accepted, including meals, gifts or trips.

b. **Form CIQ:** As of September 1, 2015, any vendor who does business with CBC or who seeks to do business with CBC must fill out a Conflict of Interest Questionnaire (Form CIQ of Vendor's Submission Checklist). Form CIQ must be completed regardless of whether or not a conflict of interest exists.

c. **Gifts:** The officers, employees, and agents of CBC may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

d. **Federal Procurement:** In accordance with federal EDGAR requirements, 2 CFR § 318(c)(1), no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

17. **CONTRACT AWARD:** Proposer's response shall be considered an offer to the College and subject to the terms of this RFB, including but not limited to all terms and conditions, forms, appendices, and attachments. The College expressly disclaims and rejects any amendment or modification of the RFB terms by vendor, except where the College first indicates acceptance of the modification in writing. The College will indicate acceptance of a vendor's response by issuance of an Awarded Vendor Notice or Purchase Order to awarded vendor. CBC reserves the right to award multiple contracts pursuant to this RFB. An award of a contract does not guarantee the vendor that the College shall issue any Purchase Orders for the Proposer's goods or services, or guarantee any particular volume, use, number, or sales.

COASTAL BEND COLLEGE GENERAL TERMS AND CONDITIONS

These terms and conditions are applicable to and form a part of all contract documents and purchase orders issued as a result of award under this RFB and shall be incorporated by reference into all contract documents.

1. **CONTRACT DOCUMENTS:** The agreement between the parties shall consist of the following documents incorporated herein by reference for all purposes: (1) CBC's Special Terms and Conditions (if applicable); (2) CBC's General Terms and Conditions; (3) CBC's Notice of Award, (4) any valid written purchase orders signed by an authorized representative of CBC, and (5) vendor's proposed pricing as accepted by CBC (collectively the "Contract"). The terms of this Contract shall govern all procurements conducted hereunder. No additional terms on the Vendor's order acknowledgments, invoices, or other forms shall have any force or effect. In the event of a conflict, the documents shall control in the order they are listed in this paragraph. This Contract constitutes the entire agreement between the parties and supersedes any previous written or oral agreements.
2. **EFFECTIVE DATE:** This Contract shall be effective solely upon the signature Notice of Award (Form) by an authorized representative of CBC. The Effective Date of this Contract shall be the date of CBC's Notice of Award.
3. **QUANTITIES:** Unless otherwise specified in the RFB, all commodities will be provided on an "as needed" basis, and CBC makes no representation either orally or in writing to the amount of commodities, services, or related items CBC will purchase pursuant to this Contract.
4. **AMENDMENT:** Further, no amendment of this Agreement shall be permitted unless first approved in writing by and authorized representative of CBC.
5. To be effective, any amendment to this Contract must be in writing and signed by authorized representatives of all parties.
6. **ASSIGNMENT:** The parties may not assign this Contract or any of its rights, duties, or obligations hereunder without the prior written approval of both parties. This prohibition includes the an assignment or transfer to a successor in interest to Vendor.
7. **CONTRACT TERM:** The Term of the contract shall be in accordance with the Tern specified in the corresponding RFB.
8. **ANNUAL REVIEW:** This Contract will be reviewed by the College annually for consideration of the renewal options exercisable at CBC's discretion.
9. **ANNUAL APPROVAL:** The contract and subsequent Renewal Options will be presented for approval at a regularly scheduled Board of Trustees meeting, as required.
10. **VENDOR CHANGES AND UPDATES:** Vendors shall submit all updates of their company and contact information to the College in writing to the address listed on the cover page.
11. **EXCEPTIONS:** Any exceptions to the terms and conditions of the provisions of this must be stated in writing, and attached as a part of the proposal. No exceptions shall be deemed effective unless the College has indicated its acceptance of the exception in writing signed by an authorized representative of CBC.
12. **GOVERNING LAW AND VENUE:** The laws of the State of Texas, without regard to conflicts of law, shall govern this Contract. Mandatory and exclusive venue for any dispute arising under this Contract shall be in the courts of Bee County, Texas.
13. **COMPLIANCE WITH LAWS:** All items and services offered shall conform to all applicable local, county, state and federal laws, ordinances and regulations. For the entire duration of this Contract, Vendor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract.
14. **CONFIDENTIALITY:** Vendor agrees to secure the confidentiality of all information and records provided by CBC in accordance with applicable federal and state laws, rules, and regulations. Vendor acknowledges that the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, governs the confidentiality of educational records and student personally identifiable information and agrees to abide by FERPA rules and regulations, as applicable, including but not limited to restrictions on disclosure of FERPA protected information to third parties. Vendor also acknowledges that CBC is subject to the Texas Public Information Act, and Vendor waives any claim against CBC and releases from liability CBC, its officers, employees, agents, and attorneys with respect to disclosure of information determined by CBC, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act. Per Government Code, Article 252.049, if any of the information is considered to be confidential or a trade secret belonging to the Vendor and, if released would give advantage to a competitor or Vendor, that information should be filed with the proposal in a separate envelope marked "confidential – do not duplicate without permission." Any such designation shall be subject to CBC's compliance with applicable law regarding disclosure.
15. **INDEMNIFICATION** –VENDOR SHALL INDEMNIFY AND HOLD CBC HARMLESS FROM ALL CLAIMS, LIABILITIES, COSTS, SUITS OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES OR DAMAGES ARISING FROM THE ACTS OR OMISSIONS OF VENDOR, VENDOR'S EMPLOYEES, AGENTS, OR

SUBCONTRACTORS, IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS INVOLVING PATENT RIGHT OR COPYRIGHT INFRINGEMENT. Vendor's obligations under this clause shall survive termination of this Agreement.

16. **APPROPRIATED FUNDS:** The parties agree that this Contract is a commitment of CBC's current revenue only. Renewal of this Contract, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Contract, CBC shall have the right to terminate this Contract without default or liability, effective as of the expiration of each budget period of CBC if it is determined by CBC, in CBC's sole discretion, that there are insufficient funds to extend this Contract.

17. **BID AWARD:** The College reserves the right to award contracts for any, all, or none of the parts and/or items of this bid request. Contracts for purchase shall be put into effect by means of purchase order(s) executed by the CFO after this bid has been awarded.

18. **NON-EXCLUSIVE AWARD:** Except as noted, bid award resulting from this request is not an exclusive agreement to purchase. The College reserves the right and option, without penalty, to purchase like materials and services from other sources when and if such purchases, in the opinion of the College, are necessary and in the best interest of the College.

19. **VENDOR NON-PERFORMANCE.** If at any time, the Vendor fails to fulfill or abide by the terms and conditions or specifications of the Contract, the College reserves the right to cancel the Contract without written notification of intent.

20. **CANCELLATION:** The College reserves the right to cancel any contract (or purchase order) resulting from this RFB at any time, for any reason (or for no reason) with a thirty (30) day written notice to the Vendor. Vendor may cancel the Contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the parties shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the party's address appearing on the face of the RFB or Business Information Form (or as subsequently revised or changed in writing). Any compensation due Vendor will be limited to items received and accepted, or services performed and accepted, by the College prior to the notice of cancellation.

21. **INVOICES:** If applicable, original invoices shall be submitted to: Coastal Bend College, 3800 Charco Road, Beeville, Texas 78102, Attention: Accounts Payable, Business Office Department. Invoices must indicate the College purchase order number, invoice date, name of company, complete mailing address and telephone number, brief description of the item or service, quantity, unit price and extended price, any other substantiating documentation or information as required by the Contract. Invoices subject to cash discount will be calculated from the date final invoice is received by the College Accounts Payable Department.

22. **PAYMENTS:** Subject to the pricing limitations established by this Contract, the payments due to Vendor are limited to the amount stated on the face of the purchase order.

Any products provided or services rendered in excess of this amount will be at Vendor's expense and not payable by the College. No alterations, substitutions or extra charges will be permitted without a written Change Order signed by an authorized representative of CBC. Merchandise may not be billed at a price higher than the amount stated on the order. The College shall pay all undisputed invoices for accepted merchandise and/or services within 45 days of delivery or acceptance, whichever is later. Contracts requiring a monthly charge will be billed and paid on a monthly basis.

23. **TAXES:** CBC is tax-exempt, and CBC shall not pay taxes for goods and/or services provided under this Agreement. Vendor represents and warrants that it shall be solely responsible for paying all taxes or similar amounts resulting from this Agreement. Vendor and all subcontractors of Vendor shall hold CBC harmless from any responsibility for taxes, and related damages and interest.

24. **INTER-LOCAL AGREEMENTS & OPEN MARKET PURCHASES:** In the best interest of the College, if the proposal goods and/or services are available at a lower price or better delivery time, it is to be understood that the College reserves the right to purchase these items through an inter-local agreement or on the open market.

25. **DELIVERY RESPONSIBILITY:** The College will not be responsible for any material being delivered or services performed without a purchase order, signed by an authorized representative of the College.

26. **SHIPPING REQUIREMENTS:** The Vendor shall take necessary actions to assure that orders are shipped promptly, to include partial shipments where appropriate. Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: a) Vendor's name and address; b) CBC's name, address and purchase order number; c) Container number and total number of containers, e.g. box 1 of 4 boxes; and d) the number of the container bearing the packing slip (must accompany all goods delivered). The packing slip (or shipping ticket) must state clearly purchase order number, packing slip number, number of items, stock number, destination of delivery and delivery date. Vendor shall bear cost of packaging unless otherwise provided.

27. **DELIVERY TERMS:** a) The title and risk of loss of the goods shall not pass to the College until CBC receives and takes possession of the goods at the point or points of delivery; b) Delivery terms are F.O.B. inside delivery, unless delivery terms are specified otherwise in writing in CBC's proposal; c) The place of delivery shall be that set forth on the purchase order; d) Vendor must provide goods or services within the term dates indicated on the purchase order. The terms of this agreement are "no arrival, no sale." E) Successful vendor(s) shall promptly notify the CBC Purchasing Department when any single line item cannot be delivered within the specified delivery time (according to the purchase order). If the successful vendor is unable to provide the requested item within a mutually acceptable time, the College reserves the option to purchase the outstanding item(s) from an alternate source according to the terms and conditions of this proposal invitation.

28. **WARRANTY:** Equipment / Products shall be new and the latest model. No re-manufactured, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified. The Vendor has the ultimate responsibility of insuring the delivery of complete, full functioning products that meet the College's specifications in all details and are free of defects in materials and workmanship. The manufacturer's standard warranty will apply unless otherwise specified. All products should be supplied complete, ready to be installed, including all cabling and connectors where applicable. Vendor shall not limit or exclude any implied warranties. Any attempt to do so shall render this Contract void at the option of the College. Vendor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the solicitation and to the sample(s) furnished by Vendor, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

29. **WARRANTY WORK AND DEFECTIVE WORKMANSHIP:** The Vendor is ultimately responsible for and must assure the College that any warranty service shall be performed to the satisfaction of the College, regardless of whether the Vendor or its agent performs the warranty work. If there is a question of whether it is the responsibility of the Vendor or the manufacturer to repair a given defect, then it shall automatically become the Vendor's responsibility to see that the repair(s) is made to the satisfaction of the College. If defective workmanship and/or materials is found after acceptance and payment has been made, the Vendor shall replace or repair the defective component(s), as required by the College, at Vendor's own cost, within a reasonable amount of time (normally 10 business days), and at no extra cost to the College. Upon refusal of the Vendor to make satisfactory and timely adjustment(s), the College reserves the right to claim and recover from the Vendor, for costs incurred to correct the error or make good the defect in material or workmanship.

30. **INSURANCE REQUIREMENTS:** (if applicable):

a. **Certificates of Insurance.** Certificates of insurance showing the solicitation number for each of the below listed policies, with insurance companies acceptable to the College, shall be delivered to CBC with Vendor's solicitation response. Copies of required Waiver of Subrogation, Additional Insured and Cancellation endorsements must be attached to the Certificate of Insurance. If at any time during the Contract Terms the Certificate of Insurance lapses, the Contractor shall provide to the College an updated certificate.

b. **Proof of Insurance.** For the duration of this Contract, the Contractor shall provide proof and maintain the following insurance coverage applicable to liability which could be incurred in conjunction with the solicited project:

i. **Workers' Compensation** as required by the Texas Workers' Compensation Act, including Employers Liability insurance with limits of \$1,000,000.

ii. **Comprehensive General Liability** providing Products, Completed Operations, Independent Contractors and Contractual Liability coverage with Aggregate, Occurrence and Personal Injury Limits of \$1,000,000.

iii. **Comprehensive Automobile Liability Insurance** to cover all vehicles owned by, hired by, or used on behalf of the Contractor, with combined single limit of \$1,000,000 and a Medical Payment limit of \$5,000.

c. **Waiver of Subrogation Endorsement.** Waiver of Subrogation Endorsement in favor of the College shall be a part of each policy for coverage listed. The College will allow deductible policies. The Contractor shall pay the deductible amount. Such coverage shall remain in effect during the full term of service. Required insurance coverage is specified in the Solicitation.

d. **Additional Insured Endorsement.** Additional Insured Endorsements naming the College shall be a part of each policy for each coverage listed, except for Workers' Compensation.

e. **Notice of Cancellation.** If the Certificate of Insurance does not include such notice, a Cancellation, Non-Renewal or Material Change endorsement providing 60 days notice to the College must be provided.

31. **RECORDS RETENTION AND AUDIT:** Vendor shall maintain its records and accounts in a manner that shall assure a full accounting for all goods and/or services provided by Vendor to CBC under this Contract, and agrees that such records shall be subject to audit by CBC or an authorized investigating agency. These records and accounts shall be retained by Vendor and made available for audit by CBC for a period of not less than three (3) years from the date of completion of the services, receipt of the goods, or the date of the receipt by CBC of Vendor's final invoice or claim for payment in connection with this Agreement, whichever is later. If an audit has been announced, Vendor shall retain its records and accounts until such audit has been completed. When federal funds are expended by CBC pursuant to this Contract, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

32. **INDEPENDENT CONTRACTORS:** Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venture or partner, between CBC and Vendor or CBC and any of Vendor's agents, employees, or subcontractors. Vendor agrees that CBC has no responsibility for any conduct or payment of any of Vendor's employees, agents, representatives, contractors, or subcontractors.

33. **GOVERNMENTAL IMMUNITY:** Nothing herein shall be construed as to limit CBC's governmental immunity as established by applicable law.

34. **GENERAL:**

a. *Interpretation* - Vendor agrees that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.

b. *Severability* - In the event that any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

c. *Force Majeure* – Neither party shall be deemed to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.

d. *Waiver*- No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

e. *Payment and Performance Bond* (If applicable)- In compliance with Article 5160, V.A.T.S. and Government Code 2253.021, all contracts in excess of \$25,000 for the construction, alteration or repair of public buildings shall require of the successful Vendor payment bonds in the full amount of the contract. Performance bonds shall be executed when such contracts exceed \$100,000. Such bonding shall be executed by a corporate surety duly authorized to do business in this state and be payable to the College.

SPECIAL TERMS FOR THIS CONTRACT

The provisions of this section entitled "**SPECIAL CONDITIONS**" shall govern in the event of any conflict between them and the "**STANDARD CONDITIONS**" of this agreement.

AWARDS - The College intends to award this bid all or none or multiple vendors. Bid(s) that are deemed most advantageous will be selected for award.

DISCOUNTS FOR UNSPECIFIED ITEMS Unspecified items may be ordered on an as-needed basis throughout the period of the contract. Unspecified item purchase awards will be based on the lowest net cost to the College. A price list, catalog or shelf price discount is requested for items not specifically listed in this proposal. The discount offered will be applied to the total per order.

The discounts requested will be a fixed discount percentage off(-) **current** shelf, catalog, and/or published price list(s) for additional items not specifically listed in this proposal and shall remain in effect throughout the term of the contract. Prices on additional items not listed in the proposal will be calculated by applying the successful vendor's appropriate discount percentage off the current shelf, catalog and/or price list.

One (1) current catalog(s) and/or published price list(s) must be submitted with the proposal response for evaluation.

PRICING FOR EVALUATION In order to evaluate the Vendor's proposed discount, it is requested that the "Pricing for Evaluation" form listing a market-basket of common items be completed and submitted with proposal response. These prices shall be the actual cost of the item with the Vendor's proposed discount percentage, and shall include all freight and any other shipping/handling charges, and be FOB destination. The prices listed in this evaluation form must remain firm for 90 days after the proposal award. The prices are not intended to be firm for the term of this contract and may be subject to increase or decrease with proper documentation.

OPERATIONS MANUALS - If required, the successful vendor shall prepare and bind (2) copies of all equipment data sheets, all equipment operation instructional manuals, compressive service manuals with wiring and parts schematics, and assembled into an 8-1/2" x 11" binder. This manual shall also include a complete circuit description of all equipment and detailed instructions for operation, service, and programming.

CUSTOMER SUPPORT - Vendor shall provide customer support upon request for ninety (90) days after receipt of equipment.

MATERIAL SAFETY DATA SHEETS (MSDS) - The Federal Government requires that the College obtain current and accurate Material Safety Data Sheets for each product which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. The successful vendor must furnish these sheets on all items with the initial delivery of each item to the warehouse and/or campus location.

PRICES - All prices are to include delivery charges and are to be F.O.B. Destination. Upon mutual agreement, proposal prices can be extended beyond the firm price offer date. For any job, the vendor shall take into effect that the base proposals shall include all labor, materials, tools, equipment, engineering, transportation, insurance, permits, bonds, insurance, supervision, including all incidentals necessary for the performance of this project and delivery charges.

CHANGE IN VENDOR REPRESENTATIVES - The College reserves the right to require a change in vendor representative if the assigned representative is not meeting the needs of any participating entity.

EVALUATION PROCESS - All responses will be reviewed for compliance with the mandatory requirements stated within the RFCSP. Bids deemed non-responsive will be eliminated from further consideration. The Evaluating Department may contact the vendor for clarification of the response. Responsive bids will be evaluated on the factors that have been assigned a point value. The responsible vendor(s) with the highest scores will be selected as finalist(s) based upon the bids submitted. The responsible vendor, whose bid is most advantageous, taking into consideration the evaluation factors, will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score. This procurement is expected to result in an all or none award.

BID EVALUATION - An Evaluation Committee will perform the evaluation of bids.

BEST VALUE: When a purchase or lease is based on the best available offer and is in the College's best interest. The best value can be based on, but not limited to: installation/ hardware costs; overall life cycle cost of the equipment; the estimated cost/increase of employee training; employee productivity; and software and maintenance costs.

VENDOR QUALIFICATIONS - The Evaluation Committee may make such investigations as necessary to determine the ability of the vendor to adhere to the requirements specified within the RFCSP. The Evaluation Committee will reject the proposal of any vendor who is deemed not to be a responsible vendor or fails to submit a responsive offer as defined.

SELECTION OF FINALISTS - The Evaluation Committee will select finalists. Only finalists will be invited to participate in the subsequent steps of the procurement. The schedule for the oral presentations will be determined at this time (if deemed necessary).

CLARIFICATION FROM FINALISTS - Finalists may be asked to submit written clarification to their proposal responses (if deemed necessary by the Evaluation Committee).

SERVING SUBCONTRACTORS - The College recognizes the fact that the potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of servicing subcontractors for the performance of technical support services installation, training, warranty or maintenance services in accordance with the terms and conditions of the contract. However, the vendor shall remain solely responsible for the performance of this agreement. Servicing subcontractors may not directly accept purchase orders or payments for products or services under the terms and conditions of the contract. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the proposal response and any subsequent projects related to this contract.

Please see the list of specifications needed for the simulator:

Childbirth Simulator:

tether less and wireless

articulating joints

programmable blinking

spontaneous breathing

heart sounds

EKG monitoring

programmable heart dysrhythmia

palpable carotid, radial, brachia pulses

measure blood pressure

monitor oxygen saturation

bowel sounds

Foley catheterization

Leopold's maneuver

computer controlled fetal descent

programmable breech and shoulder dystopia

programmable uterine firmness and hemorrhaging

neonate - heart and respiratory sounds, crying, cyanosis and movement

mixed reality goggles - with breech, shoulder dystocia, and nuchal cord scenarios

BUSINESS REFERENCES

Proposer is to submit three (3) references that have contracted with the Proposer's company to provide like products and/or services. It is recommended that the Proposer show school districts or other local government organizations equal to CBC in size and structure, if possible. To expedite the evaluation process, e-mail is the preferred method of contact. Note: Failure to supply complete reference information may be grounds for proposal disqualification. Final evaluation results will be determined based on the information provided by the references and will be in the best interest of the College.

1. Business Name:

Contact:

Phone:

Email:

Description of Project or Work:

2. Business Name:

Contact:

Phone:

Email:

Description of Project or Work:

3. Business Name:

Contact:

Phone:

Email:

Description of Project or Work:
