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REQUEST FOR PROPOSAL

RFP# 24/25-0017

COMPREHENSIVE WEBSITE REDESIGN SERVICES

Issued: Wednesday, July 2, 2025

Deadline for Questions: Wednesday, July 16, 2025, at 5:00 p.m.

Due: Wednesday, July 30, 2025, at 3:00 p.m.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Representative's Name: _____

Phone #: _____ Fax #: _____

E-Mail: _____

Non-Collusion Statement:

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other vendor and that the contents of this offer as to prices, terms or conditions of this said contract have not been communicated by the undersigned nor by any employee or agent to any other persons engaged in this type of business prior to the official opening of this proposal".

Notice of No Submission:

Our company does not wish to submit at bid for the requested products/ services at this time.

Initials: _____

Having carefully examined the specifications and conditions prepared by the Purchasing Office, Victoria College and agreeing to conform to conditions set out in the contract, we, the undersigned, propose to furnish all supplies as awarded.

Signature of Company Official: _____

Printed Name of Company Official: _____

Official Position: _____

KEY DATES SCHEDULE

PROJECT NAME:	Comprehensive Website Redesign Services
SCOPE OF WORK:	Comprehensive website redesign one-time service(s) with duration of 1-3 years. No subcontracted personnel allowed.
ISSUANCE OF RFP	July 2, 2025
DEADLINE FOR QUESTIONS:	July 16, 2025 5:00 p.m. CST
SUBMITTAL DEADLINE:	July 30, 2025 3:00 p.m. CST
DELIVERY LOCATION:	Victoria College Purchasing Department Attn: Amber Baker 2200 E. Red River St. Victoria, Texas 77901 Or online through Beacon Bid: https://VictoriaCollege.edu/Purchasing
BOARD OF TRUSTEES AWARD:	A final determination will be made at a future board meeting. Victoria College reserves the right to reject any and all Request for Proposals and waive any and all formalities and conditions.
TERM OF SERVICE/PROJECT:	One-time service(s) with a duration of one (1) to three (3) years.

NOTICE: ALL QUESTIONS RELATED TO THIS RFP ARE TO BE DIRECTED TO AMBER BAKER VIA E-MAIL TO Amber.Baker@VictoriaCollege.edu
NO PHONE CALLS WILL BE ACCEPTED.

REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of Victoria College

Victoria College (“VC”) was established as a part of the Victoria Independent School District in 1925, making it one of the oldest community colleges in Texas. Classes were initially held on the third floor of the Patti Welder High School with 51 students enrolling that first semester. In September 1949, VC moved to our present-day Main Campus on Red River Street and constructed four buildings that year. A century later, VC has grown to include 16 buildings on our 60-acre Main Campus and has expanded operations to include the Zelda L. Allen School of Nursing in Hallettsville in 1984; the Museum of the Coastal Bend in 2003; the Gonzales Center in 2006; the Leo J. Welder Center for the Performing Arts in downtown Victoria in 2012; the Liberty Street Industrial Training Center in 2012; and the Emerging Technology Complex on Lone Tree Road in 2015. Over the years, VC has underwent several name changes; expanded our workforce training, adult education, and dual enrollment offerings; and evolved into a thriving community college that now serves approximately 6,200 students each year.

Victoria College provides a friendly, **tobacco-free vapor-free environment** at all of its campuses and satellite facilities. No alcohol whatsoever will be permitted on campus grounds.

Victoria College is committed to providing a safe environment for students, faculty, staff, and visitors, and to respecting the right of individuals who are licensed to carry a handgun where permitted by law. Individuals who are licensed to carry may do so on campus premises or in a college owned vehicle except in locations and at activities prohibited by law or by this policy. Individuals who observe a violation of this policy are required to report the incident immediately to VC Police & Campus Safety, so it can be documented and properly investigated. VC Police & Campus Safety can be contacted at 361-582-2406. Dial 911 for emergencies.

<https://VictoriaCollege.edu/CampusPoliceSecurity>

Victoria College's web page is located at <https://www.VictoriaCollege.edu>

1.2 Purpose

Victoria College is seeking proposals for a comprehensive website redesign project focused on creating a highly student-centered and intuitive online experience. The website will primarily target prospective students from diverse backgrounds (and their families) while effectively serving secondary audiences, including current students, alumni, current and prospective employees, employers, school counselors, donors, and the public.

1.3 Objective of this Request for Proposal

Victoria College (“VC”) is soliciting proposals in response to this Request for Proposal, RFP# 24/25-0017 (this “RFP”), from qualified vendors to provide Comprehensive Website Redesign Services (the “Services”). The Services are more specifically described in **Section 5.4. (Scope of Work)**

The Contractor shall provide the labor, equipment, and supplies necessary to perform the Comprehensive Website Redesign Services as specified in this RFP.

The Contractor must use its own employees; subcontracting of labor is specifically prohibited.

1.4 Terms of Agreement

The initial term of the resulting Agreement will be for one-time service(s) with a duration of one (1) to three (3) years. At the end of the initial service(s), each renewal (if any), the rates may be increased, decreased or remain unchanged. If an adjustment is requested by the vendor, the adjustment must be justifiable and substantiated by documentation from a recognized trade index for this service sector or commodity group. The index to be used must be mutually agreed upon by both the vendor and Victoria College at least ninety (90) days prior to the expiration of the then current term. If the price increase is not justifiable and Victoria College and the vendor cannot reach a mutually agreeable price, the Agreement may be terminated. Likewise, if the index shows a change in favor of Victoria College, a corresponding decrease in price should be offered. In no instance shall an adjustment exceed 3% of the previous price.

The College's fiscal year is September 1, 2025 through August 31, 2026. The guaranteed date for prices must be within that time period. Any annual price increase will be effective September 1 for the corresponding fiscal year.

All information contained in this RFP is believed to be substantially correct. However, the responsibility for determining the full extent of the services required, and verification of all information herein shall rest solely with those making proposals. Neither the College nor its representatives shall be responsible for any error or omission in this RFP.

1.5 Public Information

Proposer is hereby notified that VC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

VC may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, VC will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

1.6 Contract and Service Agreement

Contractor, if any, will be required to enter into a contract with VC in a form substantially similar to the Proposed Agreement attached to this RFP as **Appendix Two**. Proposers should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. Failure of the Proposer to accept this obligation may result in the cancellation of any award.

By submitting a proposal, Proposer further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this RFP. The failure or omission of Proposer to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her proposal and any ensuing contract.

The services/coverages/products requested are currently anticipated to commence on September 1, 2025.

Each Proposer acknowledges that the College has made a reasonable attempt to provide the Proposer with relevant pricing and exposure data. The Proposer, therefore, waives any right of avoidance of the contract based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.7 Clarifications and Interpretations

VC may, in its sole discretion, respond in writing to written inquiries concerning this RFP. Only VC's responses that are made by formal written Addenda will be binding on VC. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by VC prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing, and returning the Addenda Checklist (ref. **Section 4 of Appendix One**). The Addenda Checklist must accompany the Proposer's proposal. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on VC's Beacon Bid website that can be accessed through <https://VictoriaCollege.edu/Purchasing>

1.8 Proposal Evaluation Process

The evaluation of the Proposals shall be based on the requirements and percentages described in **Section 2.3** of this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by VC.

VC will select Contractor by using the competitive sealed proposal process described in this Section. All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals by this RFP will be rejected by VC as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, VC may invite one or more selected Proposers to participate in oral presentations. VC will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

VC may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, VC may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting such negotiations, VC will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

At VC's sole option and discretion, VC may discuss and negotiate all elements of the proposals submitted by selected Proposers within a specified competitive range. For purposes of negotiation, VC may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, VC will defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, VC reserves the right to include additional proposals in the competitive range if deemed to be in the best interests of VC.

After submission of a proposal but before final selection of Contractor is made, VC may permit a Proposer to revise its proposal in order to obtain the Proposer's **best and final offer**. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. VC will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. VC is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to VC overall, as determined by VC.

VC reserves the right to negotiate any commissions and/or fees with the representative of the winning proposal.

VC reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of VC. Proposer is hereby notified that VC will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by VC.

1.9 VC's Reservation of Rights/Unbalanced Proposal

VC may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. VC reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Qualifications, or to reject any and all Proposals and temporarily or permanently abandon the Project. VC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by VC.

If the best proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. The College reserves the right to evaluate and determine the next qualified Proposal for consideration of Award.

1.10 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.8** of this Section), [b] the Criteria for Selection (ref. **Section 2.3** of this RFP), and [c] the Proposed Agreement (ref. **Appendix Two**), and [d] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by VC during this RFP process.

1.11 No Reimbursement for Costs

Proposer acknowledges and accepts that any costs incurred from the Proposer's participation in this RFP shall be at the sole risk and responsibility of the Proposer. Proposer understands and agrees that (1) this RFP is a solicitation for proposals and VC has made no representation written or oral that one or more agreements with VC will be awarded under this RFP; (2) VC issues this RFP predicated on VC's anticipated requirements for the Services, and VC has made no representation, written or oral, that any particular scope of services will actually be required by VC; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.12 Eligible Respondents

Only individual firms or lawfully-formed business organizations may apply. (This does not preclude a respondent from using consultants.) VC will contract only with the individual firm or formal organization that submits a Proposal in accordance with the requirements set forth herein.

1.13 Sales and Use Taxes

Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty the performance of a contract for an improvement to realty for certain exempt entities that include junior college districts. The section further permits the purchase tax free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."

1.14 Certification of Franchise Tax Status

Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Respondent further agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.

1.15 Proposal Validity Period

Each proposal must state that it will remain valid for VC's acceptance for a minimum of one hundred twenty (120) days after the Submittal Deadline to allow time for evaluation, selection, and any unforeseen delays.

1.16 Equal Opportunity Employer

VC is an equal opportunity employer and does not discriminate in awarding contracts or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status or any other characteristic protected by law. VC requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state and municipal laws and regulations regarding contracting and employment practices.

1.17 House Bill 1295

The Texas Legislature adopted House Bill 1295, which was added to Section 2252.908 of the Government Code. The law states that a governmental entity agency or state agency may not enter into certain contracts with a business entity unless the business submits a disclosure of interested parties (Form 1295). This disclosure requirement applies to a contract entered into on or after January 1, 2016.

If awarded a contract, the vendor may be required to complete and submit this form. VC will be unable to execute and services cannot be performed until the process is complete.

<https://www.ethics.state.tx.us/filinginfo/1295/>

1.18 Bid Protest Procedure

A vendor who has timely responded to an Invitation to Bid, Request for Proposal, or Competitive Sealed Proposal, but is not awarded the bid, has the right to protest the bid award if the amount of the bid is over \$50,000 in the aggregate. A protest must be made in writing and submitted to Campus Services no later than five (5) business days after the award of the bid. The date of the bid award will not be counted as one of the five (5) business days. Any protest submitted after five (5) business days is untimely and will not be considered by the College.

The written protest must contain the following in order to be considered:

- (a) A specific identification of the statutory, regulatory, or policy provision(s) that the action complained of is alleged to have violated;
- (b) A specific description of each act alleged to have violated the statutory, regulatory, or policy provision(s) identified in "a" of this subsection;
- (c) A precise statement of the relevant facts;
- (d) An identification of the issue or issues to be resolved;
- (e) Arguments and authorities in support of the protest; and
- (f) An affidavit that the contents of the protest are true and accurate.

No amendments to the protest will be considered by the College.

Purchasing, legal counsel for the College, and/or a committee headed by and appointed by the Vice-President, Administrative Services, shall review the protest documentation and shall provide the protestor a final written determination regarding whether any

statutes, regulations, or policies have been violated, the reasons for the determination, and remedial action to be taken, if any. This review and final determination may be made with the assistance of legal counsel. The written determination shall be made within ten (10) business days of the receipt of the protest, unless the Director of Purchasing, or the designee, notifies protestor that additional time is needed. The decision shall be final.

1.19 Domestic Preferences for Procurement and Buy American Provisions

As appropriate and to the extent consistent with law, VC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending Federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. (Purchases that are made with non-Federal funds or grants are excluded from the Buy American Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and

SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

VC will accept proposals submitted in response to this RFP until 3:00 p.m., Central Standard Time on July 30, 2025 in Purchasing Department Offices and through VC's Beacon Bid website (the "**Submittal Deadline**").

2.2 VC Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following VC contact ("**VC Contact**"):

Victoria College
Attn: Amber Baker
Director of Purchasing
2200 E. Red River St.
Victoria, Texas 77901
Amber.Baker@VictoriaCollege.edu

VC specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to VC Contact. VC Contact must receive all questions or concerns no later than July 16, 2025 at 5:00 p.m. VC will have a reasonable amount of time to respond to questions or concerns. It is VC's intent to respond to all appropriate questions and concerns; however, VC reserves the right to decline to respond to any question or concern. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on VC's Beacon Bid website accessed through <https://VictoriaCollege.edu/Purchasing>

2.3 Criteria for Selection

The successful Proposer, if any, selected by VC in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to VC. The successful Proposer is referred to as the “**Contractor**.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to VC in terms of **(1) qualifications and experience in service capabilities, (2) total overall cost to VC, (3) ability to perform website redesign services, and (4) references**. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to VC in a contract for the Services.

An evaluation team from VC will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. VC may give consideration to additional information if VC deems such information relevant.

2.3.1 The criteria to be considered by VC in evaluating proposals and selecting Contractor, will be those factors listed below.

Scoring Criteria:

- 2.3.1.1 Qualifications & Experience in Service Capabilities..... (35%)
 - Demonstration of competence and experience.
 - Experience in comprehensive website redesign services for an institution of higher education
- 2.3.1.2 Total Overall Cost to VC..... (30%)
- 2.3.1.3 Ability to Perform Website Redesign Services (25%)
 - Demonstration of understanding scope of work
 - Ability to meet specifications of website redesign project
- 2.3.1.4 References..... (10%)

SECTION 3

SUBMISSION OF PROPOSAL

3.1 Proposal Documentation

Proposer must upload all documentation electronically in the proper designated areas through VC's Beacon Bid website that can be accessed through <https://VictoriaCollege.edu/Purchasing>

Some documentations are required to be signed. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of the submitted electronic copy of the proposal.

Proposers must acknowledge the attributes for the documents requested in Section 3.5 (Submittal Checklist) of this RFP in Beacon Bid.

By Uploading the filled-out Execution of Offer they shall be considered valid, authorized, and binding by the contractor in response to this RFP.

3.2 Submission

Proposals must be received by VC on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) and should submitted through VC's Beacon Bid website that can be accessed through <https://VictoriaCollege.edu/Purchasing>

Proposals may also be delivered to or, if sending by common carrier (FedEx, UPS, etc.), mailed to:

Victoria College
Attn: Amber Baker
Director of Purchasing
2200 E. Red River St.
Victoria, Texas 77901

3.3 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then VC may reject the proposal:

3.3.1 Signed and Completed Execution of Offer (ref. **Section 2 of Appendix One**)

3.3.2 Signed and Completed Pricing Proposal (ref. **Section 6** of this RFP)

3.3.3 Responses to Proposer's General Questionnaire (ref. **Section 3 of Appendix One**)

3.3.4 Signed and Completed Addenda Checklist (ref. **Section 4 of Appendix One**)
It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on VC's Beacon Bid website that can be accessed through <https://VictoriaCollege.edu/Purchasing>

- 3.3.5 Signed and Completed Felony Conviction Notification Form (ref. **Section 5** of **Appendix One**)
- 3.3.6 Signed and Completed Delinquent Franchise Taxes Form (ref. **Section 6** of **Appendix One**)
- 3.3.7 Signed and Completed Prohibition on Contracts with Companies Boycotting Israel Form (ref. **Section 7** of **Appendix One**)
- 3.3.8 Signed and Completed Prohibition on Contracts with Companies Boycotting Energy Companies Form (ref. **Section 8** of **Appendix One**)
- 3.3.9 Signed and Completed Prohibition on Contracts with Companies that Discriminate Against Firearms Entity or Trade Association Form (ref. **Section 9** of **Appendix One**)
- 3.3.10 Signed and Completed Prohibition on Contracts with Companies on National Defense and Foreign Adversaries Lists Form (ref. **Section 10** of **Appendix One**)

SECTION 4

GENERAL TERMS AND CONDITIONS

4.1 Exceptions

These general terms and conditions and specified terms contained in this document or, in the sole discretion of College, terms and conditions substantially similar to those contained in the signed contract, will become a part of and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in this document, Proposer will submit a list of the exceptions as part of its proposal. Proposer's exceptions will be reviewed by the College and may result in disqualification of the proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of the proposal, then the College may consider Proposer's exceptions when evaluating the proposal.

4.2 Silence of Specifications

The apparent silence of these specifications as to any detail or not to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made based on this statement.

4.3 Damages

The Contractor shall be held responsible for and must make good, without expense to the College, all damages, injury or loss due to the execution of the work. The contractor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery of the equipment.

4.4 Price Reduction

If at any time after the date of the proposal the Contractor reduces the comparable price or any article of service covered by the Contract resulting from this proposal invitation to customers other than the State, the price to the State for such articles or services shall be reduced proportionately. Such reduction shall be effective at the same time and in the same manner as the reduction in price to customers other than the State. In addition to invoicing at the reduced prices, the Contractor shall furnish promptly to the Owner complete information regarding the reduction.

4.5 Remedies for Non- Performance of Contract, and Termination of Contract

- 4.5.1. If the contractor cannot comply with the terms and conditions in fulfilling its contract as anticipated, the contractor must supply the same products or services contracted for other sources at the contract price. The proper's delay in the above will constitute the vendor's material Breach of Contract, whereupon Victoria College may terminate the vendor's contract for cause as provided by the remainder of this section.
- 4.5.2. Except as otherwise provided for within the Proposal Terms and Conditions of this document, this contract may be terminated in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given (1) at least ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party, followed by a reasonable opportunity, of not more than ten (10) working days, to rectify the defects in products or performance, prior to termination.

4.6 Compliance with Americans with Disabilities Act (ADA)

Contractor shall follow all relevant requirements of the Americans with Disabilities Act (ADA) as applicable to their operations. By submission of a proposal response, vendor acknowledges intention to conform to the requirements of the ADA. Failure to comply with ADA constitutes good cause for the College to suspend a contract with any successful vendor.

4.7 Advertising

The contractor shall not advertise or publish, without the College's prior consent, the fact that the College has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

4.8 State Law Requirements

- 4.8.1 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Victoria County.
- 4.8.2 All equipment and services furnished under this contract shall comply with applicable laws, ordinances, and regulations. The Vendors shall give all notices and comply with laws, ordinances, rules, and regulations, and without such notice to the authorized College's representative, the Vendor shall bear all costs arising there from.

SECTION 5

SPECIFICATIONS AND SCOPE OF WORK

5.1 General Information

Victoria College (VC) is seeking proposals from qualified vendors to redesign our website (VictoriaCollege.edu). This Request for Proposal (RFP) aims to select a partner with the expertise to deliver a modern, accessible, and highly student-centered online experience that aligns with VC's strategic objectives. VC intends to create a website that is:

- **Student-centric:** Prioritizes the needs and experiences of our diverse student population
- **Pathway-focused:** Clearly outlines education and career pathways, guiding students towards their goals
- **Accessible:** Meets or exceeds WCAG 2.2 AA accessibility standards
- **Fully responsive:** Provides an optimal viewing experience on any device
- **User-friendly:** Features intuitive navigation for easy exploration and a positive user experience

5.2 Scope of Work

Victoria College is seeking a vendor with expertise in the following core areas, which should be comprehensively addressed in the proposal:

- User Research and Discovery
- Content Strategy and Development
- User Experience and Visual Design
- CMS Integration and Development
- Accessibility Compliance
- Search Engine Optimization

Victoria College is seeking proposals for a comprehensive website redesign project focused on creating a highly student-centered and intuitive online experience. The website will primarily target prospective students from diverse backgrounds (and their families) while effectively serving secondary audiences, including current students, alumni, current and prospective employees, employers, school counselors, donors, and the public. The selected vendor will be responsible for delivering a modern, accessible, and responsive website that effectively serves the diverse needs of prospective and current students, aligns with Victoria College's strategic goals, and supports its brand identity. The vendor's proposal should include all activities necessary to achieve the project goals, from initial research and strategy development through to launch and post-launch support. Key areas of work include:

Discovery:

- Gain a foundational understanding of Victoria College's strategic objectives.

- Perform comprehensive research and engage diverse stakeholders to gather insights into needs, behaviors, and perspectives.
- Understand key target audiences and their unique needs, goals, and online behaviors to ensure a student-centric approach.
- Conduct a thorough audit of the existing Victoria College website, evaluating content, functionality, and user experience.
- Analyze current website traffic data and user behavior analytics to uncover trends and areas for improvement.
- Assess current content management systems (CMS) and practices, as well as overall web governance, to identify efficiencies and areas for refinement.
- Analyze peer institution, competitor, and exemplary college websites to understand market positioning, identify strengths/weaknesses, and leverage best practices.
- Develop detailed user journey maps illustrating student interactions with the College online, identifying pain points and opportunities.

Content Strategy, Design, & User Experience:

- Develop detailed user personas representing key segments to guide design and content decisions.
- Develop a comprehensive content strategy outlining themes, messaging, tone, and a plan for guiding students through their educational journey with prominent calls to action.
- Integrate robust Search Engine Optimization (SEO) best practices into the content strategy and website architecture for high visibility.
- Create a clear and intuitive website structure, including a detailed sitemap, ensuring logical organization of content.
- Develop intuitive navigation systems and menu structures (including breadcrumbs) for clear and easy access to information for diverse users.
- Define key content areas and design flexible, user-friendly page layouts/templates that support rich content and an excellent user experience.
- Develop a modern, inviting, and highly appealing visual design that resonates with Victoria College's student demographic.
- Seamlessly integrate and reinforce Victoria College's brand guidelines (logo, color palettes, typography, imagery).
- Ensure the design is fully responsive, providing an optimal viewing and interaction experience across all devices and screen sizes.
- Design the website to meet or exceed WCAG 2.2 AA web accessibility standards to ensure an optimal experience for all users.
- Design a welcoming and engaging homepage that prioritizes key content and prominently features news updates and emergency alerts.
- Create templates and provide copywriting for high-level landing pages, career path/program pages, news pages, and other key content areas.
- Provide copywriting for the homepage and high-level landing pages.

- Develop a user-friendly interface for users to explore education and career paths, featuring job market information, local salary data, required skills and education, and the College's relevant offerings.
- Ensure the website includes integrated functionality for translating all content, with a primary focus on Spanish.

Implementation & Support:

- Recommend and configure a suitable Content Management System (CMS) that aligns with Victoria College's budget and meets its needs for accessibility, ease of use, scalability, security and TX-RAMP compliance.
- Develop the website based on approved information architecture, content strategy, and visual designs, utilizing modern web technologies and best coding practices.
- Plan and execute the migration of existing essential content and/or the creation of new content into the new CMS.
- Conduct comprehensive testing, including functional, cross-browser, mobile responsiveness, performance, and usability testing.
- Provide thorough training for Victoria College staff on how to manage, update, and maintain content within the new CMS.
- Execute a seamless website launch plan, including domain redirection, analytics setup, and public announcement.
- Provide post-launch support to address any immediate issues and ensure a smooth transition.

5.3 Budget

The project budget is not to exceed \$200,000. Funding for the project may come from various sources, including grant funds that may require a negotiated or customized payment schedule. The project may need to be implemented in independent phases to align with various funding sources and cycles.

5.4 Requirements

- The website must meet or exceed WCAG 2.2 AA accessibility standards and comply with Section 504 of the Rehabilitation Act of 1973 to ensure comprehensive accessibility.
- The website must meet Texas Administrative Code:
 - [§206.70 – Accessibility](#)
 - [§206.71 – Translation](#)
 - [§206.72 – Privacy](#)
 - [§206.74 – Indexing](#)

SECTION 6

SCHEDULE OF ITEMS AND PRICES

Proposal of: _____
(Proposer Company Name)

To: Victoria College

Ref.: Comprehensive Website Redesign Services

RFP No.: 24/25-0017

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish Comprehensive Website Redesign Services required pursuant to the above-referenced Request for Proposal upon the terms quoted below:

6.1 Pricing Proposal for Services Offered

- 6.1.1 Provide a detailed compensation schedule for Services to be performed in response to this RFP. Proposer(s) shall submit a schedule that clearly details the various compensation amounts and fees that will apply if the Proposer is awarded a Contract with VC. VC will not be obligated to compensate for any amounts that are not provided in the schedule or not included in the fully executed Contract.
- 6.1.2 Provide a detailed, itemized cost proposal for each required and optional service, such as:
- Discovery
 - Information Architecture
 - Content Strategy
 - User Experience
 - Visual Design
 - Template Development
 - Testing
 - Content Development
 - Search Engine Optimization
 - Website Development
 - Training
 - Launch
 - Other
- 6.1.3 Victoria College is interested in working with a long-term strategic partner. Vendor should include recommendations and a menu of options and pricing for ongoing website support, maintenance and development options or packages

6.2 Added Value

Describe any proposed benefits to VC from Proposer, not otherwise set forth herein, which would be an added value to VC. Such benefits are wholly voluntary and are not a requirement of this RFP but may be considered by VC in determining the best value for the college.

6.3 VC's Payment Terms

VC's standard payment terms for services are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to VC, if any:

Early Payment Discount/Annual Lump Sum payment Discount: _____%

Prompt Payment Discount: _____% _____days/net 30 days

Other: _____

Respectfully submitted,

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Email: _____

Date: _____

APPENDIX ONE

PROPOSAL REQUIREMENTS

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SECTION 1

GENERAL INFORMATION

1.1 Purpose

VC is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by VC.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

1.2 Proposal Requirements and General Instructions

1.2.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.2.2 Proposers must submit proposals in accordance with the specifications in

Section 3. Each variance to these specifications must be clearly stated in the proposal. Slight variations to specifications might be accepted; however, the College will be the sole judge as to what variations will be allowed.

- 1.2.3 All products and/or services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the College shall be included in the proposal.
- 1.2.4 Any deviations to any of the specifications shall be clearly noted in writing by the Proposer and shall be included with the proposal.
- 1.2.5 Proposals and any other information submitted by Proposer in response to this RFP will become the property of VC.
- 1.2.6 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by VC, at VC's sole discretion.
- 1.2.7 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.2.8 VC makes no warranty or guarantee that an award will be made as a result of this RFP. VC reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP deemed to be in VC's best interest. VC reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to VC, at VC's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.2.9 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by VC, in VC's sole discretion.

1.3 Preparation and Submittal Instructions

- 1.3.1 Execution of Offer
Proposer must complete, sign and return the attached Execution of Offer (ref. **Section 2 of Appendix One**) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by VC, in its sole discretion.

1.3.2 Pricing Proposal

Proposer must complete and return the Pricing Proposal (ref. **Section 6** of this RFP). The Proposer should answer each applicable section. The fees must inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

VC will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing Proposal.

1.3.3 Proposer's General Questionnaire

Proposals must include responses to the questions in Proposer's General Questionnaire (ref. **Section 3** of **Appendix One**). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.3.4 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **Appendix One**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by VC, in its sole discretion. It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on VC's Beacon Bid website that can be accessed through <https://VictoriaCollege.edu/Purchasing>

1.3.5 Felony Conviction Notification Form

Proposer must complete, sign and return the attached Felony Conviction Notification Form (ref. **Section 5** of **Appendix One**) as part of its proposal. The Felony Conviction Notification Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Felony Conviction Notification Form may be rejected by VC in its sole discretion.

1.3.6 Delinquent Franchise Taxes Form

Proposer must complete, sign and return the attached Delinquent Franchise Taxes Form (ref. **Section 6** of **Appendix One**) as part of its proposal. The Delinquent Franchise Taxes Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Delinquent Franchise Taxes Form may be rejected by VC in its sole discretion.

1.3.7 Prohibition on Contracts with Companies Boycotting Israel Form

Proposer must complete, sign and return the attached Prohibition on Contracts with Companies Boycotting Israel Form (ref. **Section 7** of **Appendix One**) as part of its proposal. The Prohibition on Contracts with Companies Boycotting Israel Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Prohibition on Contracts with Companies Boycotting Israel Form may be rejected by VC in its sole discretion.

1.3.8 Prohibition on Contracts with Companies Boycotting Energy Companies Form
Proposer must complete, sign and return the attached Prohibition on Contracts with Companies Boycotting Energy Companies Form (ref. **Section 8 of Appendix One**) as part of its proposal. The Prohibition on Contracts with Companies Boycotting Energy Companies Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Prohibition on Contracts with Companies Boycotting Energy Companies Form may be rejected by VC in its sole discretion.

1.3.9 Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form
Proposer must complete, sign and return the attached Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form (ref. **Section 9 of Appendix One**) as part of its proposal. The Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Association Form may be rejected by VC in its sole discretion.

1.3.10 Prohibition on Contracts with Companies on National Defense and Foreign Adversaries Lists Form
Proposer must complete, sign and return the attached Prohibition on Contracts with Companies on National Defense and Foreign Adversaries Lists Form (ref. **Section 10 of Appendix One**) as part of its proposal. The Prohibition on Contracts with Companies on National Defense and Foreign Adversaries Lists Form must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Prohibition on Contracts with Companies on National Defense and Foreign Adversaries Lists Form may be rejected by VC in its sole discretion.

1.3.11 Submission

Proposer should submit all proposal materials through VC's Beacon Bid website accessed at <https://VictoriaCollege.edu/Purchasing> or, enclosed in a sealed envelope, box, or container, which shall be properly identified with the Proposal number, project name, proposal due date and time, and the name and address of the Proposer (ref. **Section 2.1** of this RFP).

Upon Proposer's request and at Proposer's expense, VC will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. VC will not under any circumstances consider a proposal that is received after the Submittal Deadline.

VC will not accept proposals submitted by telephone, proposals submitted by Facsimile ("**FAX**") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to VC. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline.

No proposal may be withdrawn after the Submittal Deadline without VC's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to VC, in VC's sole discretion.

By signing the Execution of Offer (ref. **Section 2 of Appendix One**) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP and (b) do not place any requirements on VC that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into an agreement with VC as specified herein and that such intent is not contingent upon VC's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

APPENDIX ONE, SECTION 2

EXECUTION OF OFFER

Comprehensive Website Redesign Services **RFP# 24/25-0017**

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS AT VICTORIA COLLEGE. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT VICTORIA COLLEGE'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

1. By signature hereon, Respondent offers and agrees to furnish to VC the products and/or services more particularly described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
2. By signature hereon, Respondent affirms that he has not given, 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 proposal.
3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Respondent represents and warrants that:
 - a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
 - b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
 - c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

- d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - di. Respondent, if selected by VC, will maintain insurance as required by the Contract;
 - dii. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that VC will rely on such statements, information and representations in selecting the Successful Respondent. If selected by VC as the Successful Respondent, Respondent will notify VC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.
 - 7. By signature hereon, Respondent certifies as follows:
"Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
 - 8. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and VC.
 - 9. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 *Texas Government Code*).
 - 10. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
 - 11. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
 - 12. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless VC, all of its board members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs and expenses (including reasonable attorneys' fees and court costs), damages, and liabilities, arising out of, connected with, or resulting from any negligent or willful acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.
 - 13. By signature hereon, Respondent agrees to abide by and fully comply with VC's smoking policy. Respondent understands that VC has a tobacco-free campus and this applies to the project at issue and Respondent agrees that all persons working under or for Respondent will abide by this policy in all respects.

14. By signature hereon, Respondent agrees that VC's bid protest policy, which is included in the RFP, will govern any protests related to this RFP and agrees to the terms of same. Please complete the following:
15. By signature hereon, in accordance with the Texas Government Code, Respondent represents and verifies that it does not, and will not during the term of the contract, if awarded, boycott Israel and that Respondent is not identified by the Texas Comptroller as boycotting Israel. "Boycott" as used herein means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
16. By signature hereon, Respondent confirms that neither Respondent nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government Procurement or Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (<http://www.epls.gov/>) issued by the U.S. General Services Administration. "**Principals**" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Respondent further certifies that it is not identified on the Texas Comptroller's list of scrutinized companies doing business with Sudan or Iran or a list of companies known to have contracts with or to provide services or supplies to a foreign terrorist organization. Respondent will provide immediate written notification to VC if at any time prior to award Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when VC executes the Agreement, if any. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to the other remedies available to VC, VC may terminate the Agreement, if any, for default by Respondent.

Please complete the following:

Respondent's EIN No: _____

If Sole Owner:

Respondent's SS No: _____

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Please identify each person who owns at least 25% of Respondent's business entity by name and social security number:

Name

Social Security Number

Name

Social Security Number

Name

Social Security Number

Name

Social Security Number

Submitted and Certified By:

(Respondent's Name)

(Authorized Signature)

(Date)

(Printed Name/Title)

(Telephone Number) & (Email)

(Street Address)

(City, State, Zip Code)

APPENDIX ONE, SECTION 3

PROPOSER'S GENERAL QUESTIONNAIRE

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. Title each section in the following order and submit each section in a separate labeled tab for easy identification.

Cover letter: Provide a cover letter that shall not exceed two (2) pages in length summarizing key points in the proposal.

3.1 Proposer Profile

3.1.1 Legal name of Proposer Company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: If Proposer is a subsidiary, VC prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

3.2 Miscellaneous

- 3.2.1 Contractor will provide a detailed list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to VC. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.2.2 Contractor will provide details describing any unique or special services or benefits offered or advantages to be gained by VC from doing business with Contractor. Additional services or benefits must be directly related to the goods and services solicited under this RFP.
- 3.2.3 Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Contractor represents and warrants that it complies with the requirements of the state risk and authorization management program and Contractor agreed that through the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of any ensuing contract.
<https://dir.texas.gov/information-security/texas-risk-and-authorization-management-program-tx-ramp>
- 3.2.4 This section should establish the ability of the Proposer to satisfactorily perform the required work. Provide a minimum of three references from projects with a similar scope of work. At least one of these references must be from a Texas community or technical college, and the remaining two must be from any community or technical college. For each reference, include the college or university name, individual contact, telephone number, email, and a brief description of the services provided.
- 3.2.5 Phased Project Deliverables: Detail the proposed project phases, clearly indicating any phases or significant milestones that can be completed independently, allowing for potential temporary pauses in funding or project execution without jeopardizing prior work. Additionally, if the project were to require phasing/pausing due to funding, clearly indicate the maximum timeframe in which all project phases must be completed, if applicable.

APPENDIX ONE. SECTION 4

ADDENDA CHECKLIST

Proposal of: _____
(Proposer Company Name)

To: VICTORIA COLLEGE

Ref.: Comprehensive Website Redesign Services

RFP No.: 24/25-0017

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable). It is the Proposer's responsibility to make sure they have obtained all addenda. Addenda, if any, will be posted on VC's Beacon Bid website at <https://VictoriaCollege.edu/Purchasing>

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: _____

By: _____
(Authorized Signature for Proposer)

Name: _____

Title: _____

Date: _____

APPENDIX ONE, SECTION 5

FELONY CONVICTION NOTIFICATION FORM

VICTORIA COLLEGE DISTRICT REQUEST
FOR PROPOSAL NO. 24/25-0017

Texas Education Code Section 44.034 Notification of Criminal History, Subsection (a), states a person or business entity that enters into a contract with a College must give advance notice to the College if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

(I), (We) the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Please print or type:

REQUIRED INFORMATION	REQUIRED RESPONSE
Company Official's Name (printed):	
My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.	
My firm is not owned nor operated by anyone who has been convicted of a felony.	
My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	
Name of felon(s):	
Detail of conviction:	
Signature of company official:	
Signature (printed):	
Title:	
Date:	

APPENDIX ONE, SECTION 6

DELINQUENT FRANCHISE TAXES FORM
VICTORIA COLLEGE DISTRICT REQUEST
FOR PROPOSAL NO. 24/25-0017

Each corporation contracting with the College shall certify that its franchise taxes are current. If the corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, it shall certify a statement to that effect. Making a false statement as to corporate franchise tax status shall be considered a material breach of the contract and shall be grounds for cancellation of the contract.

I, the authorized agent for the corporation, named below, certify that the information concerning delinquent franchise taxes has been reviewed by me and the following information is true to the best of my knowledge.

Vendor Name: _____

Authorized Vendor Official's Printed Name: _____

- A. The corporation is exempt from payment of franchise taxes or is an out-of-state corporation not subject to Texas franchise tax, therefore, I am submitting a certified statement to that effect.

Signature of Vendor Official: _____

- B. The corporation is subject to Texas franchise tax. I hereby certify that there is no delinquent Texas franchise tax pending against corporation.

Signature of Vendor Official: _____

- C. I hereby certify that there is delinquent Texas franchise tax pending against the corporation.

Signature of Vendor Official: _____

APPENDIX ONE. SECTION 7

PROHIBITION ON CONTRACTS WITH COMPANIES
BOYCOTTING ISREAL FORM – HOUSE BILL 89

VICTORIA COLLEGE DISTRICT REQUEST
FOR PROPOSAL NO. 24/25-0017

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

Pursuant to the provisions of Subtitle F, Title 10, Texas Government Code, section 2270.001:

(1) “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes, and

(2) “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

___ Does not boycott Israel currently, and

___ Will not boycott Israel during the term of the contract with Victoria College.

Name of Business Entity: _____

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

APPENDIX ONE. SECTION 8

**PROHIBITION ON CONTRACTS WITH COMPANIES
BOYCOTTING ENERGY COMPANIES**

VICTORIA COLLEGE DISTRICT REQUEST
FOR PROPOSAL NO. 24/25-0017

**PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ENERGY
COMPANIES**

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that Respondent does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A)."

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____,
(Name of Company)

does hereby verify on behalf of said company to Victoria College that said company:

_____ Does not Boycott energy companies

_____ Will not Boycott energy companies (as that term is defined in Texas Government Code Section 809.001) during the term of this contract;

Signature of Certifying Official

Title

Date of Certification

APPENDIX ONE, SECTION 9

**PROHIBITION ON CONTRACTS WITH COMPANIES
THAT DISCRIMINATE AGAINST FIREARMS ENTITY
OR TRADE ASSOCIATION**

VICTORIA COLLEGE DISTRICT REQUEST
FOR PROPOSAL NO. 24/25-0017

If Respondent is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Respondent verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____,
(Name of Company)

does hereby verify on behalf of said company to Victoria College that said company: (check one)

_____ Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association

_____ will not discriminate during the term of the contract against a firearm entity or firearm trade association;

Signature of Certifying Official

Title

Date of Certification

APPENDIX ONE. SECTION 10

**PROHIBITION ON CONTRACTS WITH COMPANIES
ON NATIONAL DEFENSE AND FOREIGN
ADVERSARIES LIST – EXECUTIVE ORDER GA-48**

VICTORIA COLLEGE DISTRICT REQUEST
FOR PROPOSAL NO. 24/25-0017

Pursuant to **Executive Order GA-48**, issued by Governor Greg Abbott on **November 19, 2024**, the Supplier certifies that neither the company, nor any of its **holding companies, subsidiaries, or affiliates**, is:

- A. Listed in [Section 889](#) of the **2019 National Defense Authorization Act (NDAA)**; or
- B. Listed in [Section 1260H](#) of the **2021 National Defense Authorization Act (NDAA)**; or
- C. **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
- D. **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](#).

The Supplier further certifies that it does not engage in any **contractual, business, or operational** activities that would otherwise **grant access, control, or influence** to an entity meeting any of the above-listed criteria.

If at any time during the term of the contract, the Supplier becomes aware of any such affiliation or activity, it shall immediately notify **Victoria College**. The contract may be subject to termination, and the Supplier may face legal action as deemed necessary by the College.

By signing below, the Supplier **acknowledges and certifies compliance** with this requirement:

Company Name

Signature of Authorized Official

Printed Name & Title of Authorized Official

Date

APPENDIX TWO

PROPOSED AGREEMENT

This Agreement to provide Comprehensive Website Design Services ("**Agreement**") is made and entered into effective as of **DATE, 2025** ("**Effective Date**"), by and between **VICTORIA COLLEGE**, a public junior college authorized under the laws of the State of Texas ("**VC**"), and **NAME** ("**Contractor**").

In consideration of the mutual promises and covenants contained in this Agreement, VC and Contractor agree as follows:

1. TERM - The term of this Agreement will begin on the Effective Date.

- A. Service(s) are one-time service(s) with a duration of one (1) to three (3) years.
- B. Time is of the essence in the performance of Contractor's duties. Failure of the Contractor to notify VC sufficiently in advance of inability to complete within the delivery schedule shall grant VC the option of canceling the order, purchasing from the best available source, and charging the Contractor the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, VC shall have no obligation to accept late performance or to waive timely performance by Contractor.
- C. In no event shall changes be permitted without the express prior written authorization of VC. Any such authorizations shall be in the form of a written Contract Amendment signed by both parties.

2. SCOPE OF WORK

- 2.1 Contractor will perform the scope of the work ("**Work**") set forth in **Exhibit A**, Pricing Proposal, any Scope of Work attachments, and questions/answers to the Proposer's General Questionnaire, attached and incorporated for all purposes, to the satisfaction of VC. Time is of the essence in connection with this Agreement. VC will have no obligation to accept late performance or waive timely performance by Contractor.
- 2.2 Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, for the performance of the Work.
- 2.3 Upon execution of this Agreement, all services previously performed by Contractor on behalf of VC and included in the description of the Work will become a part of the Work and will be subject to the terms and conditions of this Agreement.

3. **PERMITS AND LICENSES** – Contractor will obtain and keep in effect all necessary permits, licenses, and notices required for its performance under this Agreement, and will post or display, if applicable, in a prominent place the permits, licenses and notices as required by applicable laws.
4. **QUALITY CONTROL** - VC desires to keep the “Service Areas” in an optimum state of cleanliness. Contractor will permit inspection of its operations at any time by VC to determine that VC’s standards of quality and cleanliness are being met
5. **SAFETY STANDARDS** - Acceptable safety standards which conform to industry standards will be followed by Contractor to assure safety for their staff as well as VC staff, visitors, employees, and students.
6. **PERSONNEL; RESPONSIBILITY FOR INDIVIDUALS PERFORMING WORK**
 - 6.1 Contractor agrees to:
 - 6.1.1 maintain a staff of properly licensed, trained, and experienced personnel to ensure consistent, efficient and satisfactory performance under this Agreement;
 - 6.1.2 that, at all times, the employees of Contractor furnishing or performing any of the Work specified under this Agreement will do so in a professional, good, workmanlike and dignified manner.
 - 6.1.3 provide sufficient back-up personnel in times of staff shortages due to vacations, illness and inclement weather to ensure consistent, efficient and satisfactory performance under this Agreement.
 - 6.1.4 have every employee and agent of Contractor assigned to duty on VC’s premises display on his or her person at all times while on VC’s premises an identification badge, including a picture of the employee or agent.
 - 6.2 Contractor has the right to terminate any of its employees or personnel at any time. In addition, Contractor acknowledges that VC has the right to (a) require identification from any person on VC’s premises, (b) refuse entry to persons having no legitimate business on VC’s premises, and (c) eject any undesirable person refusing to leave peaceably on request. Contractor will cooperate with all authorized VC representatives in the exercise of VC’s rights described in this section.
7. **LABOR RELATIONS** - Contractor agrees to take immediate and reasonable steps to continue its provision of the Services under this Agreement in the event of any labor dispute or other action involving its employees.

8. INSURANCE

8.1 Contractor, consistent with its status as an independent contractor, will carry and will cause its subcontractors to carry, at least the following insurance in a form, with companies and in amounts (unless otherwise specified) as VC may require:

8.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than:

Bodily Injury by Accident (Each Accident)	\$500,000
Bodily Injury by Disease (Each Employee)	\$500,000
Bodily Injury by Disease (Policy Limit)	\$500,000

All policies required herein must include (a) other states' endorsement to include Texas if business is domiciled outside the State of Texas, (b) a waiver of all rights of subrogation and other rights in favor of VC, and (c) VC, its Board of Trustees and employees as additional insurers.

8.1.2 Commercial General Liability Insurance with limits of not less than:

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal Injury & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$50,000
Medical Expenses (any one person)	\$5,000

8.1.3 Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with limits of at least \$1,000,000 Combined Single Limit Bodily Injury and Property Damage; and

8.1.4 Employee Dishonesty Insurance to protect the assets and property of VC with limits of not less than \$500,000; and

8.1.5 Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate with a deductible of no more than \$10,000 and (i) providing coverage in excess of coverages of, and (ii) "following form" subject to the same provisions as, the underlying policies required in the sections above.

8.2 Contractor will deliver to VC:

8.2.1 Evidence, satisfactory to VC, of the existence of all insurance promptly after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

8.2.2 Additional evidence, satisfactory to VC, of the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. Insurance policies, with the exception of Workers'

Compensation Professional Liability, Director and Officer Liability, and Employer's Liability, will name and the evidence will reflect VC (and its Board and employees) as an Additional Insured and will provide that the policies will not be canceled until after thirty (30) days unconditional written notice to VC.

- 8.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

8.3.1 Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Employee Dishonesty Insurance and Director and Officer Liability Insurance, and Umbrella/Excess Liability Insurance will be kept in force until receipt of Final Payment by VC to Contractor; and

8.3.2 Workers' Compensation Insurance and Employer's Liability Insurance will be kept in force until the Services have been fully performed and accepted by VC in writing.

9. **ACCESS TO VC FACILITIES** - Contractor and its employees, permitted subcontractors and agents may access only to those VC facilities deemed necessary to perform Contractor's duties and obligations under this Agreement and will have no right of access to any other VC facilities. Contractor and its employees, permitted subcontractors and agents will not use any VC equipment, including computers, printers, typewriters, radios, televisions, telephones, desks, chairs or other equipment, and will not disturb papers or other items on desks or in open drawers or cabinets located on VC's premises.

10. **PRESENCE ON VC PREMESIS**

- 10.1 Contractor agrees that it will ensure that all of its employees, subcontractors and agents whose duties bring them upon VC's premises will obey the rules and regulations that are established by VC and will comply with reasonable directions VC's representatives may give to Contractor.
- 10.2 Contractor is responsible for acts of its employees, subcontractors and agents while on VC's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons and property located on VC's premises. Contractor is responsible for all damages to persons or property caused by Contractor or any of its employees, subcontractors and agents. Contractor will promptly repair, in accordance with the specifications of VC, any damage that it, or of its employees, subcontractors and agents, may cause to VC's premises or equipment. On Contractor's failure to do so, VC may repair the damage and Contractor will reimburse VC promptly for any and all reasonable expenses incurred in connection with the repair. At its option, VC may offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with the repair.
- 10.3 Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify VC's Police & Campus Safety at (361) 220-1391 and thereafter furnish a full written report of the accident.
- 10.4 Contractor will perform the comprehensive website redesign services as contemplated in this Agreement without interfering in any way with the activities of VC's employees, agents or visitors.

11. PREMESIS SECURITY

- 11.1 VC Police & Campus Safety has the authority and responsibility to maintain the security of all VC premises and property. Contractor will cooperate with Campus Police in all matters including the reporting of suspected security violations. Contractor will immediately report any evidence of security breaches to VC Police & Campus Safety at (361) 220-1391.
- 11.2 Under no circumstances will keys or access cards in Contractor's possession be used to admit persons, known or unknown, into buildings, rooms, or offices or other facilities on VC's premises. Anyone requesting admittance must be referred by Contractor to VC Police & Campus Safety at (361) 582-2406. Any violation of this provision may be grounds for termination of this Agreement by VC and it will be grounds for VC to demand that Contractor's employee(s) who violates this provision not to be allowed to work at VC.
- 11.3 Keys and access cards – Contractor may be furnished, or given access to, keys and access cards to the premises and will be held responsible for their use and misuse. All keys and access cards remain the property of VC. Contractor will be liable for the cost of any replacement keys and access cards and for the cost of any rekeying or reprogramming of locks necessitated by loss of keys and access cards.

12. RESPONSIBILITY FOR TOOLS, MATERIALS, SUPPLIES AND OTHER PERSONAL PROPERTY - VC has no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its agents, employees or subcontractors, which may be located or stored on VC's premises.

13. DEFAULT AND TERMINATION

- 13.1 In the event of a material failure by Contractor to perform in accordance with the terms of this Agreement, VC may terminate this Agreement at any time upon giving thirty (30) days' advance written notice to Contractor setting forth the nature of Contractor's failure. Contractor will then be given an additional thirty (30) days to rectify what was deemed to be the material failure.
- 13.2 In addition, if at any time an involuntary petition of bankruptcy is filed against Contractor and not dismissed within thirty (30) days, or if Contractor files a voluntary petition in bankruptcy, takes advantage of any insolvency law, or if a receiver or trustee is appointed and the appointment is not vacated within thirty (30) days, VC has the right to terminate this Agreement upon fifteen (15) days advance written notice to Contractor, in addition to any other rights of any nature that VC may have at law or in equity.
- 13.3 VC may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance written notice to Contractor. Upon termination pursuant to this section, VC will compensate Contractor is entitled for amount owned for comprehensive website redesign services satisfactorily performed prior to termination date. If Contractor is entitled to payment in accordance with this Agreement, VC is not required to reimburse Contractor for any comprehensive website redesign services performed or expenses incurred after the termination date.

- 13.4 VC is entitled (but not obligated) to cure any default of Contractor and has the right to offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with curative actions.
- 13.5 In the event that this Agreement is terminated, then within thirty (30) days after termination, Contractor will reimburse VC for all fees paid by VC to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that VC did not receive from Contractor prior to termination.
- 13.6 Contractor may terminate this Agreement without cause upon one hundred twenty (120) days written notice to VC.
- 13.7 Contractor may terminate this Agreement for cause if any breach or nonperformance of a material duty by VC is not cured within thirty (30) days of written notice of such breach or nonperformance. In circumstances where the breach or nonperformance cannot reasonably be cured within said cure period, the cure period shall be extended to sixty (60) days. Contractor may terminate the Agreement immediately if the cure period lapses without VC curing the breach or nonperformance.
14. **INDEMNIFICATION** - TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY VC, AND HOLD HARMLESS VC, AND THEIR RESPECTIVE AFFILIATED ENTERPRISES, BOARD OF TRUSTEES, OFFICERS, DIRECTORS, ATTORNEYS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY "**INDEMNITEES**") FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS, EXPENSES, AND OTHER CLAIMS OF ANY NATURE, KIND, OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING (COLLECTIVELY "**CLAIMS**") BY ANY PERSON OR ENTITY, ARISING OUT OF, CAUSED BY, OR RESULTING FROM CONTRACTOR'S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND THAT ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT, NEGLIGENT OMISSION OR WILLFUL MISCONDUCT OF CONTRACTOR, ANYONE DIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. THE PROVISIONS OF THIS SECTION WILL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH ANY INDEMNITEE HAS BY LAW OR EQUITY.
15. **COMPLIANCE WITH LAW** - Contractor is aware of, fully informed about and in full compliance with its obligations under with all applicable, federal, state and local, laws, regulations, codes, ordinances and orders and with those of any other body or authority having jurisdiction ("**Applicable Laws**"), including Title VI of the *Civil Rights Act of 1964*, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), *Vietnam Era Veterans Readjustment Act of 1974*, as amended (41 CFR 60-250), *Rehabilitation Act of 1973*, as amended (41 CFR 60-741), *Age Discrimination Act of 1975* (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), *Fair Labor Standards Act of 1938*, Sections 6, 7, and 12, as amended, *Immigration Reform and Control Act of 1986*, Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 95-507), *Americans with Disabilities Act of 1990* (42 USC 12101 et seq.), *Civil Rights Act of 1991*, *Occupational Safety and Health Act of 1970*, as amended (PL

91-596), *Immigration and Nationality Act* (8 *United States Code* 1324a) and all other applicable laws. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, nor anyone acting for that firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, *Texas Business and Commerce Code*, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to VC's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

16. **UNDOCUMENTED WORKERS** - The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act, then in addition to other remedies or penalties prescribed by Applicable Laws, VC may terminate this Agreement in accordance with **Section 21** of this Agreement. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.
17. **EQUAL OPPORTUNITY** - Pursuant to Applicable Laws, Contractor represents and warrants that it is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, national origin, age, mental or physical disability, or sex.
18. **TAXES** - Contractor will pay when due all taxes or assessments applicable to Contractor. Contractor will comply with the provisions of all Applicable Laws related to taxes and taxing authority.
19. **CONTRACTOR CONFLICT** - Contractor agrees that it will not at any time prior to or during the term of this Agreement, either directly or indirectly, use labor or materials that could or will create any difficulty with other contractors or labor engaged by Contractor or VC or with any other party in the construction, maintenance or operation of VC or any part thereof.
20. **ASSIGNMENT AND SUBCONTRACTING** - This Agreement is a personal service contract for the services of Contractor. The Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third-party, in whole or in part, and any attempt to do so will (a) not be binding on VC; and (b) be a breach of this Agreement. The benefits and burdens of this Agreement are assignable by VC.
21. **DAMAGES** - Contractor shall be liable for the loss of or damages to VC's property when such loss or damage arises from the negligent or unlawful acts or omissions of Contractor or its employees. The Contractor is responsible for reporting, in writing within seventy-two

(72) hours of the occurrence, damage to VC property or personal property on VC premises. Failure to make report to VC of the occurrence, within the specified time, may be cause for termination of this contract.

29. **CHANGES TO THE AGREEMENT** - This agreement may not be modified, waived or amended unless mutually agreed to in writing by the persons who executed this Agreement or their replacements or designees.
30. **REPRESENTATIONS AND WARRANTIES BY CONTRACTOR** - Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
31. **LIABILITY OF CONTRACTOR** – Contractor understands, agrees and expressly warrants that all Work performed under this Agreement shall be the sole responsibility of Contractor and Contractor shall be solely liable for all such Work or services performed hereunder. It is further understood and agreed that VC shall not, under any circumstances, bear any responsibility or liability for the Work or services performed hereunder.
32. **FRANCHISE TAX CERTIFICATION** - If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code* (“**Chapter 171**”), then Contractor certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
33. **INCLEMENT WEATHER CLOSINGS** - Unless specifically requested by the VC Contact Person, Contractor’s employees will not be required to work on days that VC closes due to inclement weather. Contractor must work closely with VC’s Contact Person in deciding the appropriateness of scheduled work hours for Contractor’s employees due to weather conditions.
34. **LOSS OF FUNDING** - Performance by VC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “**Legislature**”) and allocation of funds by VC. If the Legislature fails to appropriate or allot the necessary funds, or VC fails to allocate the necessary funds, then VC will issue written notice to Contractor and VC may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of VC.
35. **LIMITATIONS** - THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF TJC TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON TJC’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; ON; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “**LIMITATIONS**”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON VC EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

36. **ENTIRE AGREEMENT; MODIFICATIONS** - This Agreement supersedes all prior agreements, if any, written or oral, between Contractor and VC and will constitute the entire Agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by VC and Contractor.
37. **CAPTIONS** - The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
38. **VENUE; GOVERNING LAW** – Victoria County, Victoria Texas, will be the proper place of venue for suit on or in respect to this Agreement. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.
39. **WAIVERS** - No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.
40. **BINDING EFFECT** - This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.
41. **APPOINTMENT** - VC hereby expressly reserves the right from time to time to designate by notice to Contractor a representative to act partially or wholly for VC in connection with the performance of VC's obligations hereunder. Contractor will act only upon instructions from that representative unless otherwise specifically notified to the contrary.
42. **RECORDS** - Contractor agrees that VC, or any of its duly authorized representatives, at any time during the term of this Agreement, will have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of Contractor (such as sales receipts, salary lists, itemized expenses and disbursements, time reports, equipment charges, overtime reports, etc.), and related Contractor's charges incurred in its performance under this Agreement. Such records will be kept by Contractor for a period of four (4) years after Final Payment under this Agreement. Contractor agrees to refund to VC any overpayments disclosed by any audits.
43. **NOTICES** - Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

To VC:

Victoria College
Attn: Director of Purchasing
2200 E. Red River St.
Victoria, Texas 77901

If to Contractor:

Attention: _____

or to another person or address as may be given in writing by either party to the other in accordance with this Section.

- 44. SEVERABILITY** - In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

45. BREACH OF CONTRACT CLAIMS

- 45.1 To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("**Chapter 2260**"), is applicable to this Agreement and is not preempted by other Applicable Laws, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by VC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

45.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in Subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by Subchapter B of Chapter 2260, to VC in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of Subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that VC allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with Subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under Subchapter C of Chapter 2260. The Director of Purchasing and Contracts of VC, or the other officer of VC as may be designated from time to time by VC by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

45.1.2 If the parties are unable to resolve their disputes under Section 49.1.1, the contested case process provided in Subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by VC.

45.1.3 Compliance with the contested case process provided in Subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Texas Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by VC nor any other conduct, action or inaction of any representative of VC relating to this Agreement constitutes or is intended to constitute a waiver of VC's or the state's sovereign immunity to suit and (ii) VC has not waived its right to seek redress in the courts.

45.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

45.3 VC and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

46. ASSIGNMENT OF OVERCHARGE CLAIMS - Contractor hereby assigns to VC any and all claims for overcharges associated with this Agreement arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq., or arising under the antitrust laws of the State of Texas, *Texas Business and Commerce Code*, Sections 15.01, et seq.

47. ETHICS MATTERS; NO FINANCIAL INTEREST - Contractor and its employees, agents, representatives and subcontractors have read and understand VC's Conflicts of Interest Policy available at <http://www.tasb.org/policy/pol/private/212501/pol.cfm?idx=C>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause VC employees to violate VC's Conflicts of Interest Policy, provisions described by VC's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board of Trustees has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

48. CERTIFICATIONS OF NONSEGREGATED FACILITIES AND EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE - Contractor certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms, each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any

location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause. The term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Contractor will retain certifications for each one of its subcontractors in Contractor's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on

Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

49. **DEBARMENT** - Contractor confirms that neither Contractor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States ("U.S.") federal government Procurement or Nonprocurement Programs, or are listed in the List of Parties Excluded from Federal Procurement or Nonprocurement Programs (<http://www.epls.gov/>) issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Contractor will provide immediate written notification to VC if at any time prior to award Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when VC executes this Agreement. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to the other remedies available to VC, VC may terminate this Agreement for default by Contractor.
50. **OFFICE OF INSPECTOR GENERAL CERTIFICATION** - Contractor acknowledges that VC is prohibited by Federal regulations from allowing any employee, subcontractor, or agent of Contractor to work on site at VC's premises or facilities if that individual is not eligible to work on Federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor will not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General ("OIG") to work on site at VC's premises or facilities. Contractor will perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time the employees, subcontractors and agents are assigned to work on site at VC's premises or facilities. Contractor acknowledges that VC will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at VC's premises or facilities if the employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals. The OIG's List of Excluded Individuals may be accessed through the following Internet website: http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp
51. **ACCESS TO DOCUMENTS** - To the extent applicable to this Agreement, in accordance with Section 1861(v)(I)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor agrees to allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.
52. **NO SMOKING OR VAPING POLICY** – VC provides a friendly, smoke-free vapor-free environment at all of its campuses and satellite facilities. Contractor agrees to fully comply with VC's no smoking policy and to ensure compliance of same by all employees of Contractor or anyone else performing under this Agreement on its behalf.

- 53. FORCE MAJEURE** – The performance of either party’s obligations will be suspended to the extent and for the length of time that the party is prevented from performing due to acts of nature, fires, governmental actions, changes in the Service requirements which directly contribute to a delay, or other events beyond its reasonable control. In the event of any occurrence that a party considers to be the cause of a delay or failure of performance, the party affected shall promptly notify the other party.
- 54. EXHIBITS** – Exhibits TBD are attached hereto and are incorporated herein by reference for all purposes as part of this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of VC and Contractor have executed and delivered this Agreement effective as of the Effective Date.

OWNER:

VICTORIA COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR:

TBD

By: _____

Name: _____

Title: _____

Date: _____

Contract Review: _____

EXHIBITS

Exhibit A - TBD

Exhibit B - TBD

Exhibit C - TBD