



TEXAS SOUTHERN UNIVERSITY

INVITATION TO BID

FLIGHT TRAINING SIMULATORS

ITB # 717-25-712

DEADLINE FOR SUBMITTAL:

11:00 a.m., Central Standard Time, Tuesday, February 18, 2025

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

Texas Southern University
PROCUREMENT SERVICES

Attn: Sceffers Ward
3100 Cleburne Street
Mack O. Hannah Hall, Suite 333
Houston, Texas 77004 - 4598



TEXAS SOUTHERN UNIVERSITY

**ITB Number: 717-25-712 Flight Training
Simulators**

ISSUANCE DATE: Wednesday, January 29, 2025

OPENING DATE: Tuesday, February 18, 2025

OPENING TIME: 11:00 a.m. Central Time

Return Bid to:

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

Texas Vendor ID or FEI No.

COMPANY NAME

ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

EMAIL ADDRESS

AUTHORIZED SIGNATURE

DATE

TYPE OR PRINT NAME OF SIGNER

E-MAIL ADDRESS _____

QUOTE F.O.B. DESTINATION PREPAID & ALLOWED

DELIVERY TIME ____ **DAYS**

TERMS OF PAYMENT: NET ____ **DAYS**

FREIGHT CHARGES: _____

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

TOTAL AMOUNT OF BID:

\$ _____

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

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

**FAILURE TO MANUALLY SIGN WILL
DISQUALIFY BID**

Check below if preference is claimed under Rule 1 TAC 113.8

- ☐ Produced in Texas and/or Texas bidder
- ☐ Texas agricultural products
- ☐ USA produced supplies, materials or Equipment
- ☐ Historically Underutilized Business Certified by the TX Procurement and Support Services
- ☐ Products of persons with mental or physical Disabilities
- ☐ Products made of recycled materials
- ☐ Energy efficient products

Sceffers Ward

sceffers.ward@tsu.edu

713-313-7887

Invitation to Bid # 717-25-712

Flight Training Simulators

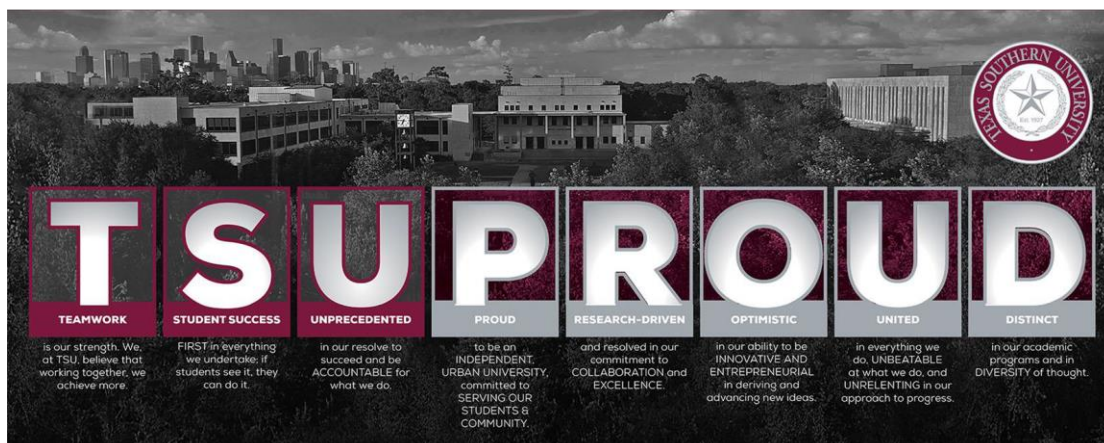
HISTORICAL BACKGROUND: Texas Southern University (“TSU”) is an elite, Carnegie R2 Institution and proud to be the premiere producer of diversity for building a talent strong Texas. The Owner one of the largest Historically Black College/University (“HBCU”) in the nation and destined to become the first HBCU with the coveted Carnegie R1 status.

Since its founding in 1927, TSU has evolved from its origins as a small junior college into an elite, nationally competitive, Texas Southern is proud to be one of 11 HBCU’s designated as a Doctoral University of High Research Activity (R2) by The Carnegie Classification of Institutions of Higher Education. Recognized for not only its research, TSU has demonstrated a commitment in every facet of university life from academics to athletics. Texas Southern University currently offers more than 120 undergraduate and graduate programs and concentrations at the baccalaureate, graduate-master, graduate-doctoral, and professional level. These programs are organized into 11 colleges and the campus is situated on more than 150-acres of land in the heart of Houston’s historic Third Ward community.

As the institution celebrates 95 years of providing learners with social and upward mobility through education, the administration has paid tribute to its rich past, while celebrating its present state, and envisioning its future.

Currently, Texas Southern University enrollment is approximately 8,000 students. The institution is currently finalizing a new strategic plan for the campus community. Preliminary strategies and goals contemplate the institution moving to 10,000 students by 2025 and 15,000 students in fall 2030.

Texas Southern University is committed to transforming lives and achieving unprecedented success at an accelerated pace. The Board of Regents, President, Administration, Faculty, and Staff live the mission of TSU everyday through their respective commitment to the students. Texas Southern University is PROUD to be the first public institution in Houston.



Sealed bids will be received by the Purchasing Department, and opened at **11:00 a.m.; Tuesday, February 18, 2025**, at Texas Southern University, Procurement Services, 3100 Cleburne, Room 333E; Houston, Texas, 77004.

BID DELIVERY

TSU Purchasing Office, 3100 Cleburne Street, Hannah Hall, suite 333E, Houston, TX 77004

PLEASE INFORM YOUR CARRIER SERVICE TO BRING YOUR BID RESPONSE TO THE PURCHASING OFFICE IN HANNAH HALL, room 333, NOT OUR POST OFFICE. If your carrier goes to our Post Office and fails to get your bid response to Mr. Ward in the Purchasing Office, Hannah Hall room 333 by the deadline, your response will be late and not accepted.

ADDITIONAL COPIES

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

EQUAL OPPORTUNITY

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

NON-DISCRIMINATION

The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered onto pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PUBLIC INFORMATION

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

WAIVER OF INCONSISTENCIES

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

INCURRED EXPENSES

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

EQUIVALENT SUBSTITUTES

These specifications are used to show a level of quality and workmanship that we require of the items in the bid, but they are not exclusive. We will consider alternative manufacturers, types, makes and models. We reserve the right to determine to what degree any substitute item is equal to and/or equivalent to the items specified.

INQUIRIES

All inquiries regarding this Invitation to Bid must be submitted via email by **Thursday, February 6, 2025, by 12:00 noon**. The University will not accept questions after this date and time. Please submit your questions in Word format for ease of cutting and pasting. All inquiries may result in written responses posted to the Electronic State Business Daily, available at <http://esbd.cpa.state.tx.us>, and the TSU Purchasing website. Questions must be emailed to Sceffers Ward at sceffers.ward@tsu.edu to be considered.

ADDENDA, CHANGES AND MODIFICATIONS TO THIS BID

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

REFERENCES

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

HUB Subcontracting Plan (HSP)

In accordance with Gov't Code §2161.252, Texas Southern University has determined that no subcontracting opportunities are possible under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), are required to submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

SUBCONTRACTORS

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

AWARD

Texas Southern University intends to award in such a way as to gain the greatest benefit to the end result of this project and therefore the University. Texas Southern University will be the sole judge of what constitutes the most advantageous proposition to the University.

CRITERIA FOR AWARD

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

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

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

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

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

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

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

PUBLICITY

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

BID TABULATION

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

TERM

This solicitation is for a one-time purchase of a driving and bike simulator.

SEVERABILITY

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision

thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

GOVERNING LAW

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

HOUSE BILL 1295

The awarded vendor may be required to submit the State of Texas House Bill 1295 certificate for Interested Parties if over \$100,000; unless you are a publicly traded company. Please familiarize yourself with this procedure. The link to filing instructions and the form can be located at the following link:

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

FIRM PRICING

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

BRAND NEW

All items must be brand new and in current production, not used nor refurbished.

TERMINATION FOR FAILURE TO MEET SPECIFIED DELIVERY

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

RIGHT TO TERMINATE

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

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

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

TERMINATION

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

AMENDMENTS

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

WARRANTY/GUARANTEE CLAUSE

Acceptance of a contract by a bidder shall include acceptance of the following guarantees:

- Any items rejected by Texas Southern University within one (1) year of date of receipt will be replaced or a refund made by the contractor within thirty (30) days after notification to contractor. All shipping costs will be borne by the contractor. This includes items purchased for warehouse stock, which subsequently, upon issue, are found to be defective/broken.
- If the item does not perform as represented by the seller, does not meet acceptable commercial standards, or if the delivery dates are not as requested by Texas Southern University, Texas Southern University may cancel this agreement without obligation at any time and without advance notice.
- Warrant that the merchandise bid is free from defects in material and workmanship and agrees to repair or replace promptly on a one for one basis without additional cost to the Texas Southern University during the one (1) year period, any and all items failing, except those failures attributable due to accident, fire, or negligence on the part of operating (using) consumers/staff.
- This warranty/guarantee is not the exclusive remedy of the State of Texas, but is in addition to the general obligations of the Contractor to faithfully perform the contract and it in no way limits the responsibility of the Contractor for faulty design, manufacture or assembly of the equipment.
- Neither the final payment nor any provisions of the contract documents shall relieve the Contractor of responsibility for faulty materials, design, workmanship, manufacture or assembly. If the Contractor after due notice, fails to proceed promptly to comply with the terms of the warranty/guarantee, the State of Texas may, at its option, have the defects corrected or items replaced from the best available source and the Contractor and/or it's surety shall be liable for all expenses incurred by the State.
- Guarantees the merchandise to be first quality grade in the field and that merchandise bid has been sold in commercial trade. Bidder further guarantees that merchandise bid is of normal production.

PROTECTION OF PROPERTY

Vendors shall at all times guard against damage or loss to TSU property, or property of other vendors, suppliers or contractors; and shall be responsible for replacing or repairing said property, or pay for the cost of repairs or replacement of any such loss or damage. The University may require payment or require such additions and/or adjustments to the Vendor's assessment to ensure reimbursement or replacement for such loss or damage to property incurred by the Vendor or its agents.

INDEMNIFICATION

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

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

PREFERENCES

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

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

VENDOR CERTIFICATION / ACCEPTANCE

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

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TYPED NAME & TITLE: _____

EMAIL ADDRESS: _____

ATTACHMENTS

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

- 1) TSU Terms and Conditions
- 2) 1295 Form (SIGN COPY REQUIRED)

SPECIFICATIONS, REQUIREMENTS & PRICING

The successful bidder (Contractor) shall be required to furnish all resources, services, labor, material, equipment, and supplies necessary and required to supply, deliver, install, train and set in place (F.O.B Destination, Prepaid and Allowed) **Two (2)** Flight Training Devices (FTD) representing a Cirrus Trac 20 or SR20 aircraft. The FTD must be built in accordance with current FAA standards and be issued or in the process of receiving a FAA Letter of Approval permitting its use as an Advanced Aviation Training Device (AATD).as described below, in accordance with the general terms and conditions and requirements set forth in this Solicitation. TSU desires two Flight Training Devices (FTD) that will meet the following requirements and specifications:

Specifications:

Airframe/Flight Deck

Represent (Fit/Form/Function) a 2024-25 factory new Cirrus Trac20/SR20 G7.

Cockpit should realistically match that of a Cirrus Trac20/SR20 G7. Knobs and switches should be in the correct position as appropriate to the current year model Cirrus Trac20/SR20 G7aircraft.

Control loading should use certified data to realistically mimic the handling and flight characteristics of a Cirrus Trac20/SR20 G7.

CAPS (Airframe parachute) simulation.

Cockpit/Flight Desk should be a "hard shell" design mimicking the shape/design of the Cirrus Trac20/SR20 G7.

Custom logo/decals of Texas Southern University colors exterior design.

Avionics

Avionics/Navigation/instrumentation as appropriate to latest year model Trac20/SR20 G7 Cirrus Perspective Plus Avionics Suite (functions, databases, charts, radar displays, engine information, etc.)

Visuals

180 degree (or greater) "wrap around" high-definition visual system.

Simulates realistic terrain, airport, taxi environments, weather, etc.

Five custom airports including the Ellington Airport, Hobby Airport and Galveston Scholes Field Airport.

Installation

Factory (or factory authorized/approved vendor) installation, setup, and training.

Training on software and maintenance procedures.

Detailed installation, electrical, and hardware documentation.

Software

Instructor training station including the ability to simulate failures, weather conditions, position/repositioning, map display, etc.

Ability to simulate real world aircraft failures (electrical, avionics, engine, oil pressure, oil temps, etc.)

The instructor will be able to adjust/control the flight environment (density altitude, time of day, weather, visibility, clouds, winds, turbulence, etc.).

State the Brand and model number(s)_____

Provide a separate document listing any deviations from the specifications stated above.

Grand Total: \$_____ (transfer grand total to page 2 of this bid)

HOUSE BILL 1295 (CERTIFICATE OF INTERESTED PARTIES)

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Complete filing instructions are included in this bid, in which this form must be submitted. The link to the form can be located at the following link: <https://www.ethics.state.tx.us/filinginfo/1295/>.

End of Solicitation