



REQUEST FOR PROPOSAL (RFP)

South Plains College (SPC) invites qualified firms/individuals to submit Proposals for:

AI Powered Wellness and Coaching Pod
RFP #2026-028

Proposals will due date:

October 27, 2026 at 2:00pm CST

Competitive Proposals must be using the electronic bidding software “Bonfire.” That platform can be accessed via request for Bonfire project site link by emailing: hharrist@southplainscollege.edu

WHERE TO OBTAIN BID DOCUMENTS AND REQUEST INFORMATION:

All bid documents and information must be requested through the Bonfire portal.

Proposals will be received via Bonfire until 2:00pm CST on October 9, 2026. All bids will be made public. Any bid received after closing time will be rejected.

South Plains College reserves the right to reject any or all bids and to waive any, and all formalities.

[Holly Harrist, Director of Purchasing]

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AI Powered Wellness and Coaching Pod
RFP #2026-028

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PROPOSAL ACKNOWLEDGMENT

AI Powered Wellness and Coaching Pod

RFP #2026-028

Name of Company

TO: SOUTH PLAINS COLLEGE DISTRICT
ATTENTION: PURCHASING DEPARTMENT
1401 COLLEGE AVENUE
LEVELLAND, TEXAS 79336

Having carefully examined the specifications and conditions prepared by the Purchasing Office, South Plains College and agreeing to conform to conditions set out in this proposal document, we, the undersigned, propose to furnish and warranty all new materials, tools and labor to remove and dispose of all old flooring materials, install all new flooring materials as specified in this RFP and as negotiated and awarded.

South Plains College's Rights - Contractor understands and acknowledges South Plains College's right to accept or reject any or all proposals or parts thereof, waive technicalities and negotiate and award a contract to best serve the interests of South Plains College as determined by the College.

Exceptions: In submitting a proposal, unless otherwise stipulated, Contractor affirms acceptance of all the provisions and requirements of the entire RFP. Any variances or exceptions which Contractor wishes to note with respect to any of the provisions or requirements of this RFP must be stated in an attachment to the Proposal Form and titled "**Exceptions.**" Check one of the following as applicable:

_____ NO EXCEPTIONS

_____ EXCEPTIONS ARE ATTACHED

Signature: _____

Printed Name: _____

Company Name: _____

Address: _____

City / State / Zip _____

Email Address _____

Phone / Fax _____

CONTRACTOR'S COMPLIANCE CERTIFICATION FORM

AI Powered Wellness and Coaching Pod

RFP #2026-028

1. Contractor hereby acknowledges that it is unlawful to offer, give, agree to give to any person, or solicit, demand, accept, or agree to accept from another person, a bribe, or unlawful gift, benefit, advantage, gratuity, payment or an offer of employment in connection with or arising from this RFP or subsequent contract.
2. Contractors must disclose the name(s) of any of its employees, officers, directors, Sub-Contractors, or agents who may also be a member of the Board of Trustees, or an employee or agent of South Plains College.

List Name(s) if any: _____

3. Persons submitting a response to this RFP must comply with all applicable laws, ordinances and regulations including the provisions of the State of Texas "Local Government Code Chapter 176. As applicable, the person submitting a response to this RFP must complete and submit a Conflict of Interest Questionnaire form CIQ, in a format approved by the Texas Ethics Commission. The form is to be sent to the Purchasing Director, South Plains College, 1401 College Avenue, Levelland, Texas 79336. A copy of the form can be found at the Texas Ethics Commission web site <http://www.ethics.state.tx.us/forms/CIQ.pdf>
4. If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, Contractor affirms they not currently delinquent in the payment of any taxes due under Chapter 171, or Contractor is exempt from the payment of those taxes, or Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
5. Texas Resident Information: Chapter 2252, Subchapter A, of the Texas Government Code, establishes certain requirement applicable to proposers who are not Texas Residents. Under the Statute, a "Resident" Contractor is one whose principal place of business is in Texas, including one whose ultimate parent company or majority owner has its principal place of business in Texas or employs at least 500 persons in the State of Texas:

Location of Principal Place of Business (City / State) and or Number of employees based in Texas:

Address _____

Or, Number of Employees that reside in Texas: _____

6. **Debarment Certification:** Contractor certifies neither the owner or principal owner has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" as described in the Federal Register and Rules and Regulations:

____ No, Contractor is not currently debarred, suspended or otherwise ineligible.
____ Yes, Contractor is currently debarred, suspended or otherwise ineligible.
7. In accordance with Chapter 2270 of the Texas Government Code, by accepting this contract, you verify that your firm does not Boycott Israel, and agree that during the term of this agreement will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001 as amended.
8. Texas Government Code, Subchapter F, Prohibition on Contracts with Certain Companies, Section 2252.152, Vendor certifies they do not do business with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organization that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

CONTRACTOR CERTIFICATION. The undersigned, on behalf of Vendor, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm, or corporation making an offer on the same project, and is in all respects fair and without collusion, fraud or unlawful acts.

It is further certified that the person whose signature appears below is a corporate officer of the Company and is legally empowered to bind the Company in whose name the proposal is entered. The officer below, by signing this document affirms they have read and agree with all sections of this proposal. They further affirm they understand and agree with items 1 – 8 above and they agree to comply with all requirements.

Submitted this _____ day of _____, 2024 by and for the Company identified as follows:

Signature: _____

Printed Name: _____

Felony Conviction Notification
AI Powered Wellness and Coaching Pod
RFP #2026-028

State of Texas Legislative Senate Bill No. 1, 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.

COMPANY NAME: _____

AUTHORIZED PRINTED NAME: _____

Title: _____

Check the appropriate box and sign the form.

☐ My firm is a publicly-held corporation; therefore, this reporting requirement is not applicable.

☐ My firm is neither 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: _____

Details of Conviction(s) _____

AUTHORIZED SIGNATURE: _____

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2 Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

DELINQUENT FRANCHISE TAX FORM

AI Powered Wellness and Coaching Pod

RFP #2026-028

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

Vendor's Name: _____

Authorized Corporation Official's Name: _____

Vendor's 11-digit Taxpayer's ID# _____

- 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 Corporate Official: _____

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

Signature of Corporate Official: _____

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

Signature of Corporate Official: _____

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ENERGY COMPANIES

AI Powered Wellness and Coaching Pod

RFP #2026-028

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.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than \$100,000
3. Term "company" does not include a sole proprietorship.

“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 the South Plains College District that said company: (check one)

___ 1) does not Boycott energy companies and will not Boycott energy companies (as that term is defined in Texas Government Code Section 809.001) during the term of this contract;

___ 2) Company is a sole proprietorship;

___ 3) Company employs less than 10 full-time employees; AND Value of the contract is less than \$100,000

Signature of Certifying Official

Title

Date of Certification

**PROHIBITION ON CONTRACTS WITH
COMPANIES THAT DISCRIMINATE AGAINST FIREARMS ENTITY OR TRADE ASSOCIATION**
AI Powered Wellness and Coaching Pod
RFP #2026-028

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.

Exemption criteria includes the following:

1. Company employs less than 10 full-time employees; AND
2. Value of the contract is less than \$100,000

"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 the South Plains College District that said company: (check one)

- ___ 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;
- ___ 2) Company employs less than 10 full-time employees; AND Value of the contract is less than \$100,000

Signature of Certifying Official

Title

Date of Certification

Certification of Compliance with Executive Order GA-48
AI Powered Wellness and Coaching Pod
RFP #2026-028

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 **Grayson 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

Title of Authorized Official

Date

PRIMARY PROPOSAL FORM
AI Powered Wellness and Coaching Pod
RFP #2026-028

MUST BE SIGNED & RETURNED WITH ALL LINES COMPLETED ON THE PROPOSAL FORMS

The undersigned affirms by signing this proposal document, they have carefully examined the entire proposal document including the specifications, drawings and Project Site, and they further agree their proposal to meet or exceed the specifications as proposal:

[Fixed Cost Factor]

Prepaid 3 Year Investment			Price Per Unit	Total Price
#1-1	Hardware (Including initial installation)	4	\$	\$
#1-2	Software	4	\$	\$
Basket Total				\$
Annual Investment Beginning Year 4				
#2-1	Hardware Maintenance	4	\$	\$
#2-2	Software	4	\$	\$
Basket Total				\$
Grand Total				\$

- 1.
2. Delivery and Implementation Time: _____
3. Acknowledge receipt of any Addendums. _____. (Indicate number of Addenda received if any, "0" if none received).

The undersigned agrees, upon receipt of notice of acceptance of this proposal, Contractor agrees to execute and deliver to SPC at the time of the signing of the contract within ten (10) calendar days thereafter, Insurance Documents, and Payment / Performance bonds as required. (See Section 3.00 Performance and Payment Bond Requirements on Page 15) and Insurance documents as required in Section 3.08 "Insurance" on page 17.

REQUIRED FORM / INFORMATION CHECK-OFF LIST (Must be complete and Signed)

- a) Bid Acknowledgement - Page 1
- b) Contractor Certification Form - Page 2
- c) Felony Conviction Notification – Page 3
- d) CIQ Form – Page 4
- e) Delinquent Franchise Tax Form – Page 5
- f) Prohibition on Contracts with Companies Boycotting Energy Companies Form – Page 6
- g) Prohibition on Contracts with Companies that Discriminate against Firearms Entity or Trade Associations Form – Page 7
- h) Proposal Form – Page 8
- i) Reference Sheet – Page 9

PROPOSAL SIGNATURE SECTION:

Company Name: _____

Address _____

City, State, Zip _____

Phone / Fax / Email _____ / _____ / _____

Authorized Representative Printed Name

Authorized Representative Signature

REFERENCE SHEET
AI Powered Wellness and Coaching Pod
RFP #2026-028

PLEASE TYPE OR ATTACH YOUR REFERENCE LIST HERE: (include any educational entities you have done business with)

Company Name	
Contact Person	
E-mail Address	
Phone Number	

Company Name	
Contact Person	
E-mail Address	
Phone Number	

Company Name	
Contact Person	
E-mail Address	
Phone Number	

Company Name	
Contact Person	
E-mail Address	
Phone Number	

Company Name	
Contact Person	
E-mail Address	
Phone Number	

SECTION 1 INTRODUCTORY INFORMATION

AI Powered Wellness and Coaching Pod

RFP #2026-028

1.00 **DEFINITIONS**

South Plains College will be the same as “College” “SPC” “Owner”.
Contractor will be the same as “Company” “Seller” “Vendor”.
Request for Proposal will be the same as “RFP” “Proposal” “Bid” “Quote”

1.01 **SCOPE OF WORK:**

South Plains College (“College” or “SPC”) is soliciting competitive sealed proposals from qualified vendors for the purchase, delivery, installation, and implementation of a standalone, technology-enabled wellness pod designed to provide students and/or employees with private access to guided wellness, personal development, and career and life coaching resources.

The College is seeking a self-contained pod environment that integrates physical privacy, technology, artificial intelligence, and guided wellness/coaching content into a single user experience.

1.02 **ERRORS / AMBIGUITY**

In case of ambiguity or lack of clearness in stating prices in the Bid, the SPC reserves the right to adopt prices written in words or to reject the proposal.

1.03 **RIGHT OF REJECTION / WAIVER**

South Plains College reserves the right to reject any and all proposals and waive any and all formalities and conditions. South Plains College shall accept the proposal or proposals determined by the College to be in its best interest. It is not the intent of any condition or specification in the RFP to prohibit any responsible Contractor from submitting a proposal.

1.04 **OPEN RECORDS / PUBLIC INFORMATION**

It is understood by submitting a proposal to South Plains College, once the contract is executed, all information will be considered as non-confidential and non-proprietary in nature. Therefore, all documentation is subject to the Texas Public Information Act (Government Code, Chapter 552.001, et seq.) In the event a request for the information is made, the Contractor will be contacted and afforded the opportunity to protest such action to the Texas Attorney General. There are some exemptions from the Open Records act found in the (Government Code, Sections 552.101, 552.110, 552.113, and 552.131) information meeting those requirements may be excluded from public information.

1.05 **ADDENDUMS / ACKNOWLEDGEMENT**

1.05.1 **ADDENDUMS**

Any interpretations, corrections and/or changes to this bid or extensions to the opening/receipt date will be made by addenda by the District’s Purchasing Department. The addenda will be distributed via e-mail, fax or any other method deemed appropriate to all who are known to have received the bid. However, it shall be the sole responsibility of the Contractor to verify issuance/non-issuance of addenda prior to the bid opening date and time. Contractors shall acknowledge receipt of the addenda.

1.05.2 **ACKNOWLEDGEMENT OF RECEIPT OF BID**

Any receipt of this RFP Document by any means other than from South Plains College, places responsibility on the Contractor to notify the SPC Executive Director of Administrative Services that you have received the RFP. Your notice should provide Company Name, Address, City, State, Zip, Phone #, Fax #, Email, and contact person information so any information in the form of addendums to the RFP, or answers to questions concerning the RFP will be forward to your contact.

1.06 **CONTRACT OR COMMITMENT**

This Request for Proposal is not construed as a CONTRACT or a COMMITMENT of any kind. The Request for Proposal does not commit South Plains College to pay for any costs incurred by the contractor, in the preparation and submission of documents or for any costs incurred by the contractor in preparation of their proposal prior to the execution of a final offer.

1.07 **PRE-BID CONFERENCE:**

Date/Time August 13, 2024 at 2:00pm CST

Location: 1401 College Ave Levelland, TX 79336, Metals Technology Building. See attached map

Each vendor will be given time to view the project, take measurements, review and ask questions. All questions will be documented and all vendors will receive the answers to the questions

Section 1- Introductory Information (Continued)

1.08 **BID PROCESS SCHEDULE:**

- Public Notice – October 12, 2026 and October 19, 2026
- Proposal Due Date – October 27, 2026

1.10 **APPLICABLE LAW:**

This contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas. Buyer is a governmental entity in the State of Texas and nothing in this contract, express or implied is intended or shall be construed to waive Buyers governmental immunities.

1.11. **VENUE:**

Both parties agree that venue for any litigation arising from this contract shall be in Levelland, Hockley County, Texas.

1.12. **PROHIBITION AGAINST BOYCOTTING ISRAEL:**

In accordance with Chapter 2270 of the Texas Government Code, by accepting this contract, you verify that your firm does not Boycott Israel, and agree that during the term of this contract will not Boycott Israel as that term is defined in the Texas Government Code, Section 808.001 as amended.

1.13. **PROHIBITION AGAINST DOING BUSINESS W/ CERTAIN ORGANIZATIONS AND COUNTRIES:**

Texas Government Code, Subchapter F, Prohibition on Contracts with Certain Companies, Section 2252.152, Seller certifies they do not do business with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organization that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.

1.14. **INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless SPC, SPCs Board of Trustees and their agents and employees for and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person. In any and all claims against SPC or any of their agents or employees by any employee of the Contractor, any Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

1.15. **RELATIONSHIP / PERSONNEL:**

This Agreement shall not be construed as creating an employee/employer, agency, partnership, or joint venture relationship between Contractor (and any of its agents or employees) and South Plains College. Neither party shall have the authority to make any agreements on behalf of the other party.

- (a) Each party shall have the obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all work to be performed by such party under this Agreement. Each party shall pay all wages, salaries, insurance, employee benefit programs, and taxes applicable to their employees and its performance under this Agreement.
- (b) Neither party shall be liable for the acts or omissions of the other party's employees and agents in performing their respective obligations under this Agreement, or otherwise.
- (c) In providing Service, Contractor's and its Sub-Contractor's employees shall be respectful and courteous to all persons with whom they come in contact as may arise under this Agreement and shall observe reasonable standards of appearance and hygiene.
- (d) Contractor shall exercise reasonable and prudent care in engaging its employees or Sub-Contractors to assure they have suitable character, honesty, and disposition to work in an educational environment. Contractor's employees and those of any Sub-Contractor shall be expected to always exhibit professional conduct.

Section 1- Introductory Information (Continued)

1.16 **ELGIBILITY FOR CONTRACT AWARED**

- 1.16.1 In order for a proposal to be eligible to be awarded a contract, the proposal must be responsive to the solicitation and SPC must be able to determine that the vendor is responsible, has the resource and capacity to perform the resulting contract satisfactorily, and offer the best value to the district.
- 1.16.2 Responsive Proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet all to the requirements set forth in this solicitation. Proposals that do not comply with all the terms and conditions of this solicitation will be rejected as non-responsive.
- 1.16.3 Responsible vendors must, at a minimum, meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract prior to the beginning of work/delivery of goods.
 - Be able to comply with the required performance schedule, taking into consideration all existing business commitments.
 - Have a satisfactory record, as determined by SPC, of past performance.
 - Have necessary personnel, management, and technical capacity and capability to perform any resulting contract.
 - Be qualified as an established firm that is regularly engaged in the type of business necessary to fulfill the contract requirements.
 - In accordance with all applicable industry standards, hold any necessary license, certification, or permit required for conducting the business of the vendor and as contemplated by this proposal.
 - Have experience in competently performing similar contracts to those contemplated by this proposal.
 - Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and is not currently delinquent in taxes owed to the South Plains College District; Signing this proposal so certifies this statement.
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 1.16.4 A person is not eligible to be considered for award of this solicitation or any resulting contract if the vendor assisted in the development of this solicitation when such participation would give the person special knowledge that would give that person an unfair advantage over other vendors.

SECTION 2
PROPOSAL REQUIREMENTS / AWARD CRITERIA
AI Powered Wellness and Coaching Pod
RFP #2026-028

2.00 SUBMITTAL DUE DATE/DEADLINE

Competitive Proposals must be using the electronic bidding software “Bonfire.” That platform can be accessed via request for Bonfire project site link by emailing: hharrist@southplainscollege.edu. **Proposal submitted by other methods will be rejected.**

Proposals that arrive after the closing date and time will be rejected. Proposals will be read aloud at the above referenced closing. All Vendors are invited to attend the closing.

2.01 CONTRACTOR'S BIDDING INSTRUCTIONS

- 2.01.1 Proposals shall be submitted on the forms provided to insure complete uniformity of wording of all bids. Proposals may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.
- 2.01.2 Contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the College.
- 2.01.3 Any specifications a Contractor may not agree with must be submitted in writing to the Purchasing Office ten (10) days in advance of the opening.

2.02 INTERPRETATIONS OF THE SPECIFICATIONS AND QUESTIONS

Only the interpretation or correction so given by the Director of Purchasing, in writing, shall be binding and prospective Contractors are advised that no other source is authorized to give information concerning, explain or interpret, the bid document. Your questions concerning the bid specifications must be submitted through the Bonfire project site. For assistance using Bonfire, email hharrist@southplainscollege.edu.

2.03 TX COMPTROLLER OF PUBLIC ACCOUNTS / FRANCHISE TAX REQUIREMENTS

Contractor should be able to provide evidence certifying your company meets the following requirements if requested by the College: SPC will verify this information before issuing a contract.

Current with the State of Texas Comptroller of Public Accounts
<https://cpafmprd.cps.state.tx.us/tpis/servlet/TPISReports?reptId=wrentHol>

Certificate of Franchise Tax Status
<https://ourcpa.cpa.state.tx.us/coa/Index.html>

2.04 COMPLIANCE WITH APPLICABLE STATE LAW REQUIREMENTS

By submitting a proposal, the proposer agrees to and shall comply with all applicable local, state, federal laws and regulations, including all requirements within this RFP.

2.05 BID/OFFER VALIDITY

By submitting a proposal, Contractor agrees their offer will remain valid for a minimum period of (45) forty-five days to allow SPC time to evaluate the bids and determine best value.

2.06 ENTIRE AGREEMENT CLAUSE

This bid document in its entirety will constitute the entire agreement. No other document will prevail unless agreed by both parties in writing.

2.07 BID SUBSTITUTIONS / ALTERNATIVE OFFERS

2.08 No substitutions allowed unless pre-approved by the South Plains College

SECTION 2 – RFP REQUIREMENTS / AWARD CRITERIA (Continued)

2.09 COLLEGE BASIS FOR AWARD

- 2.09.1 The College reserves the right to award this contract to the Contractor, whose proposal upon evaluation, is determined to be the best value to the District based on the evaluation criteria below.
- 2.09.2 Section 44/031(b) Purchasing Contracts, of the Texas Educational Code, In determining to whom to award a contract, the district may consider:
- 1) total purchase price
 - 2) timeline to complete the project;
 - 3) the reputation of the Contractor and of the Contractor's goods or services, knowledge of the Baseline system;
 - 4) the quality of the Contractor's goods or services;
 - 5) the extent to which the goods or services meet the district's needs;
 - 6) the Contractor's past relationship with the district;
 - 7) the total long-term cost to the district to acquire the Contractor's goods or services;
 - 8) whether the Contractor or the Contractor's ultimate parent company or majority owner:
 - a) has its principal place of business in this state; or
 - b) employs at least 500 persons in this state; and
 - 9) any other relevant factor that a private business entity would consider in selecting a Contractor.
- 2.09.3 In determining the lowest responsive proposal and best value for the College, the College, will evaluate the following selection criteria and will value each criteria at the listed % amount:
- | | | |
|----|--------------------------------|---------------------|
| 1. | 3 year Initial Cost | Forty Percent (40%) |
| 2. | Cost Beginning year 4 | Fifty Percent (50%) |
| 3. | Delivery & Implementation Time | Ten Percent (10%) |

2.10 CONTRACTOR VERIFICATION / INVESTIGATION

The College may make such investigations, as it deems necessary, to determine the ability of the Contractor to provide satisfactory performance. The Contractor shall furnish to the College all such information and data for this purpose as the College may request. Contractors may be required to provide an item for evaluation purposes.

2.11 NON-DISCRIMINATION IN AWARD

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

2.12 RIGHT OF CONTRACTOR SELECTION

Contractor is hereby notified that although the College is required to submit purchases of all contracts \$50,000 or more to competitive bidding, it is not required to accept the lowest bid. In such purchasing the lowest bid may be rejected if the College, in the exercise of its best judgment, feels that the bid of one other than the low Contractor will best serve the interest of the College.

2.13 DELIVERY / INSTALLATION LOCATION

All deliveries of materials and construction services will be delivered by the successful Contractor to the following location:

South Plains College

1401 College Avenue

Levelland, TX 79336

(May be edited to meet project needs)

2.14 CONTRACTOR REPRESENTS AND WARRANTS:

In addition to all warranties established by law. Contractor hereby represents, covenants, certifies, warrants and agrees that:

- a) All Services provided will comply with the provisions of this RFP and will be of professional quality in accordance with the standards set forth in this Agreement or, in the absence thereof, as a minimum in accordance with industry standards and practices;
- b) Contractor and its employees and any authorized Sub-Contractor shall be qualified with suitable training, experience and skill, and shall have all rights, certifications, permits and licenses necessary to fulfill their obligations under this Agreement;
- c) Contractor shall, as provided herein, use all reasonable efforts to avoid the disruption of normal operations of College;
- d) Contractor shall not infringe, misappropriate, or violate any third-party rights, including, without limitation, property or contractual rights, nondisclosure obligations, trademark rights, copyrights, patent rights or other proprietary rights;

2.15 COMMUNICATION WITH SPC PERSONNEL:

Except as provided in this RFP and as otherwise necessary for the conduct of ongoing SPC business operations, proposers are expressly and absolutely prohibited from engaging in communications with college personnel who are involved in any manner in the review and/or evaluation of the proposals, selection of a proposer, and/or negotiation or formalization of a Contract. If any proposer engages in conduct or communications that SPC determines as contrary to the prohibitions set forth in this section, SPC may, at its sole discretion, disqualify the proposer and withdraw the proposer's proposal from consideration.

Any notice under this Contract shall be in writing and delivered to the party to be notified. Notice will be effective upon delivery or four (4) business days after the date of mailing.

SECTION 3 GENERAL CONDITION
AI Powered Wellness and Coaching Pod
RFP #2026-028

3.00 PERFORMANCE AND PAYMENT BONDS:

- 3.00.1 The successful bidder shall be required to furnish the appropriate certificates of insurance, and the executed Payment and Performance Bonds, prior to starting the project if required by price proposed.
- 3.00.2 Prior to commencement of Work hereunder, Contractor will be required to furnish an Acceptable Surety Company payment bond (if the project is \$25,000 or more) and both a payment and performance bond (if the project totals \$100,000 or more) in an amount of not less than one hundred percent (100%) of the contract price, conditioned that the Contractor will faithfully perform all its undertakings in this the Work provided for in this Contract and will fully pay all persons furnishing labor and material in the prosecution of the Work provided for in this Contract. If any surety upon any bond becomes insolvent or otherwise ceases to do business in this State, the Contractor shall promptly furnish equivalent security to protect the interests of South Plains College and of persons furnishing labor and materials in the prosecution of the Work. Acceptance of the Owner's Authorized Purchase Order will constitute the acceptance of the Contract.

3.01 OWNER RIGHTS:

- 3.01.1 If the Contractor fails to correct defective work as required or persistently fails to carry out the work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.
- 3.01.2 If the Contractor defaults or neglects to carry out the Work in accordance with the Proposal Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, made good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies.

3.02 CONTRACTOR RESPONSIBILITIES

- 3.02.1 The Contractor shall carefully study and compare the Proposal Document and shall at once report to the Owner any error, inconsistency, or omission he may discover. The contractor shall perform no portion of the Work at any time without Owner approval to begin.
- 3.02.2 The Contractor shall supervise and direct the Work, using their best skill and attention. The Contractor shall be solely responsible for all process, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the contract.
- 3.02.3 The Contractor shall be responsible to the Owner for the acts and omissions of his employees, Subcontractors if allowed, and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.
- 3.02.4 The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.
- 3.02.5 The Contractor shall always enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the tasks assigned to him.
- 3.02.6 The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new as specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. All defective work or materials shall be corrected at no cost to the district.
- 3.02.7 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by the Contractor which are legally enacted at the time proposals are received, whether or not effective.
- 3.02.8 The Contractor shall secure and pay for the building permit and for all other permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract, and which are legally required at the time proposals are received.
- 3.02.9 The Contractor shall always keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, he shall remove all his waste materials and rubbish from and about the Project sites as well as all his tools, construction equipment, machinery and surplus materials.
- 3.02.10 All debris associated with this project must be disposed of by the contractor to an appropriate off-site location at the contractor's expense. At no time will college dumpsters be utilized for dumping waste during this process unless approved by the Physical Plant Director. Contractor shall be responsible for protecting all adjoining surfaces from damage during the performance of this work. Contractor shall utilize only skilled laborers during this project.

SECTION 3 - GENERAL CONDITIONS (CONTINUED)

- 3.02.11 Any Subcontractor the proposer wishes to use must be approved by SPC before they are used. All Subcontractors providing services under this Contract shall meet the same requirements and level of experience required of the proposer. No Subcontractor under the Contract shall relieve the proposer of the responsibility for ensuring the requested services are provided. Proposers planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors in their submitted proposal. If selected by SPC, vendor will not delegate any of its duties or responsibilities under this RFP or the Contract to any subcontractor, except as expressly provided in the Contract.

3.03 **PAYMENT AND COMPLETION:** All payments are subject to Texas Prompt Payment Act (Tex. Govt. Code Ch.2251).

- 3.03.1 The Contract Sum as stated in the Proposal document and including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance for the Work under the Contract Documents.
- 3.03.2 The Contractor warrants that title to all Work, materials and equipment covered by an Application for payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances, and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the contractor or such other person.
- 3.03.3 Once the Owner receives an Application for Payment and determines payment is properly due, the Owner shall make payment in the manner and within the time provided in the Proposal Document.
- 3.03.4 The Owner shall not have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may be required by law.
- 3.03.5 No Certificate for a progress payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not in accordance with the Proposal Document.
- 3.03.6 Upon receipt of written notice the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when he finds the Work Acceptable under the Proposal Document and the Contract fully performed, he will promptly issue a final payment as detailed in the Proposal.
- 3.03.7 The final payment will be made once the Owner receives an affidavit that all payroll, bills for the project and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible have been paid or otherwise satisfied.

3.04 **DAMAGES:**

- 3.04.1 The contractor is responsible for any and all damages they cause to College Facilities. The contractor will be responsible for the replacement and repair of any such damages.
- 3.04.2 In no event will South Plains College be liable to Contractor for damages or losses arising from vandalism or theft.

3.05 **PREVAILING WAGE RATES:**

As a political subdivision of the State of Texas, the South Plains Community College District is required, in accordance with Texas Government Code Chapter 2258, to specify the generally prevailing rates of wages which are paid to various classifications of workers in the locality of this project. The District has adopted the Federal Davis-Bacon wage rates. To view these rates you will have to access the Department of Labor web site at the following link: [Davis-Bacon Information](#). Accordingly, not less than the base hourly rates specified shall be paid for the various classifications of work required for this project.

Except for work on legal holidays, the "general prevailing rate or per diem wage" for the various crafts or type of work is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.

For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of work is the product of (a) one and one-half times the above respective rate per hour times (b) the number of hours worked on the legal holiday.

The "general prevailing rate for overtime work" for the crafts or type of work is one and one-half times the above respective rate per hour.

3.06 **FINAL INSPECTION:**

- 3.06.1 Upon job completion, a clearance inspection will be made by Owner's representative. Final payment will not be authorized until all work has been approved to meet the specifications as listed.
- 3.06.2 The Contractor shall promptly remove any work that does not meet the requirements of the specifications or is incorrectly installed or otherwise disapproved by the Owner as failing to meet with the specifications. The Contractor shall promptly correct any such work or without expense to the Owner and shall bear the cost of making good, all work destroyed or damaged by such removal or repair.

3.07 **SECURITY:**

- 3.7.1 Contractor understands that South Plains College operates under various laws and federal regulatory agencies that are unique to the education industry. As such, persons engaged by Contractor to provide Services under this Agreement are held to a higher standard of conduct and scrutiny than in other industries or business enterprises. Contractor understands and acknowledges that its employee(s) shall possess appropriate character, disposition, and honesty conducive to providing the Services under this Agreement. Contractor shall, to the extent permitted by law, exercise reasonable and prudent efforts to comply with the security provisions of this Agreement.

SECTION 3 - GENERAL CONDITIONS (CONTINUED)

- 3.7.2 Contractor shall not knowingly permit an Employee(s) to have access to the premises, records or data, or to engage in the conduct of the affairs of South Plains College when such Employee(s) has been convicted of a crime or has agreed to or entered into a pretrial diversion or similar program in connection with a felony criminal offense; or uses illegal drugs.
- 3.7.3 Upon written request from South Plains College, Contractor shall provide evidence of Contractor's actions to comply with the above provisions for its Employee(s).
- 3.7.4 Contractor shall require its Subcontractors (Must be approved by the College) that perform work under this Agreement in accordance with standards listed above.

3.08 **INSURANCE REQUIREMENTS:**

If Contractor in performance of this Contract is required to have a presence on any SPC Campus (Premises) by the Contractor's employee(s), supplier(s), or sub-Contractor, Contractor agrees to maintain the following insurance coverage for the least the limits listed below. The insurance must be obtained from a company or companies acceptable to South Plains College and licensed to transact business in the State of Texas, and have a minimum financial security rating by A.M. Best of "A-" or better, or the equivalent from any other rating system. Coverage Requirement Levels for Contractor and Sub-Contractor(s)

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
<u>Worker's Compensation (part a)</u>	Statutory Limits
<u>Employers Liability</u>	\$1,000,000 per accident and employee
<u>Commercial General Liability*</u>	
(a) Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
(b) Property Damage	\$1,000,000 each occurrence \$1,000,000 aggregate
<u>Comprehensive Vehicle Liabilities</u>	
(a) Bodily Injury	\$ 500,000 each person \$ 500,000 each occurrence
(b) Property Damage	\$ 500,000 each occurrence

***All policies (except Workers' Comp) will name SPC, the Board, Officers, and employees as Additional Insured. A Waiver of Subrogation in favor of South Plains College and the Board will be added. A (30) thirty day notice of cancellation is required on all policies. Certificates of insurance verifying the above state requirements will be provided to SPC prior to commencement of Contract.**

SECTION 4
SCOPE OF WORK / SPECIFICATIONS
AI Powered Wellness and Coaching Pod
RFP #2026-028

SCOPE OF WORK:

South Plains College (“College” or “SPC”) is soliciting competitive sealed proposals from qualified vendors for the purchase, delivery, installation, and implementation of a standalone, technology-enabled wellness pod designed to provide students and/or employees with private access to guided wellness, stress management, personal development, and career and life coaching resources.

The College is seeking a **self-contained pod environment that integrates physical privacy, technology, artificial intelligence, and guided wellness/coaching content into a single user experience.**

The primary purpose of the pod is to provide an accessible, private environment where users can independently participate in wellness sessions and receive interactive coaching and personal development support.

The successful proposer shall provide a complete, operational pod solution, including all hardware, software, technology, equipment, installation, configuration, and related services necessary to provide the functionality described in this RFP.

The proposed solution shall be designed to function as a **standalone unit** and shall not require a dedicated room or permanent construction for normal operation.

The College anticipates using the pod in an educational environment to supplement existing student support, wellness, counseling, career services, and employee wellness resources.