



**REQUEST FOR PROPOSALS
For
Additional Classrooms at the
Brownwood Campus
Brownwood, Texas**

**TEXAS STATE TECHNICAL COLLEGE
RFP-18-CP-002**

SUBMITTAL DUE DATE:

Monday, November 20, 2017 10:00 AM Central Standard Time.

NIGP CODES: 909-24, 909-27

Prepared By:
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TABLE OF CONTENTS

Section 1 - General Information & Requirements

- 1.1 General Information
- 1.2 Public Information
- 1.3 Type of Contract
- 1.4 Clarifications and Interpretations
- 1.5 Submission of Qualifications and Proposal
- 1.6 Point-Of-Contact
- 1.7 Evaluation of Proposal
- 1.8 Owner's Reservation of Rights
- 1.9 Acceptance of Evaluation Methodology
- 1.10 No Reimbursement for Costs
- 1.11 Eligible Respondents
- 1.12 Certain Proposals and Contracts Prohibited
- 1.13 Sales and Use Taxes
- 1.14 Certification of Franchise Tax Status
- 1.15 Required Notices of Workers' Compensation Insurance Coverage
- 1.16 Prevailing Wage Rate Determination
- 1.17 Delinquency in Paying Child Support
- 1.18 State Registration of Architecture Firms
- 1.19 State Registration of Engineering Firms
- 1.20 TSTC Policy Regarding Receiving Benefits, Gifts and Honoraria
- 1.21 Conflict of Interest

Section 2 - Executive Summary

- 2.1 Mission Statement
- 2.2 Project Scope and Planning Schedule

Section 3 - Requirements For Proposal

- 3.1 Criteria One: Provide resumes for the project team and the time they will dedicate to the project – Value 20%

- 3.2 Criteria Two: Provide a list of at least three relevant projects in the past 5 years. Value – 5%
- 3.3 Criteria Three: Respondent's Experience with Texas Stat Technical College projects – Value 5%
- 3.4 Criteria Four: Respondent's ability to meet the schedule. Confirm the respondent can complete on schedule. Value 20%
- 3.5 Criteria Five: Respondents safety record. Identify (if any) deaths that have occurred on a project site controlled by your firm, or any Subcontractor (at any contractual level), that had a death on your project site. Describe how your revised your program. Value 20%
- 3.6 Criteria Six: Price Proposal. Value 30%
- 3.7 Execution of Offer

Section 4 - Format for Statement of Qualifications

- 4.1 General Instructions
- 4.2 Page Size, Binding, Dividers and Tabs
- 4.3 Table of Contents
- 4.4 Pagination

Section 5 – Terms and Conditions of the RFP

Attachments:

- Floor Plan Sketch

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** Texas State Technical College (TSTC) (“Owner”) is soliciting proposals **for the addition of classrooms at Building BW2 on the TSTC Brownwood Campus.** In accordance with the terms, conditions, and requirements set forth in this Request for Proposal (“RFP”). Texas State Technical College will be the fiscal agent and contract manager for the Project and reserves the right to accept or reject any and all proposals, waive any and all formalities, and select the proposal deemed to be in the best interests of TSTC.
- 1.1.1 This RFP is for selecting a Contractor for the Project. The RFP provides the information necessary to prepare and submit a Proposal.
- 1.1.2 Owner reserves the right to interview selected respondents to confirm their proposals and resolve any additional questions the Owner may have prior to identifying the respondent who appears to offer the “Best Value” to Owner.
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.
- 1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.
- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Standard Agreement between Owner and Respondent.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be posted by TSTC as an addendum on the ESBD website (<http://esbd.cpa.state.tx.us>). It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by TSTC before the proposals are due as part of the RFP, and respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications and Proposal.
- 1.4.1 Respondents shall consider only those clarifications and interpretations that TSTC issues by addendum submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications and Proposal.
- 1.5 **SUBMISSION OF QUALIFICATIONS AND PROPOSAL:**
- 1.5.1 **DEADLINE AND LOCATION:** Texas State Technical College will receive Proposal at the time and location described below.

Monday, November 20, 2017, 10:00 AM Central Standard Time
Texas State Technical College
Service Support Center
Procurement Department
1902 N. Loop, Harlingen TX 78550

- 1.5.2 Submit one (1) original and one (1) identical electronic copy of the Proposal. The electronic copy can be submitted in a USB/Flash Drive or in a CD. An original signature must be included on the “Respondent’s Proposal and Ability To Undertake The Project” document.
- 1.5.3 Late received Proposals will be returned to the respondent.
- 1.5.4 The Owner will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.5 Properly submitted Proposals will not be returned to respondents.
- 1.5.6 Proposals must be enclosed in a sealed envelope (box or container) addressed to the Point of Contact person; the package must clearly identify the submittal deadline, the RFP number, and the name and return address of the respondent.
- 1.6 POINT-OF-CONTACT: The Owner designates the following person, as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person. Questions must be submitted in writing before the deadline for questions (See Section 2.5).
- Carmen N. Perez
Senior Buyer – CTPM
Texas State Technical College
Procurement Department
Service Support Center
Harlingen, Texas 78550
Phone: 956-364-4430
carmen.perez@tstc.edu
- 1.7 EVALUATION OF PROPOSAL: The evaluation of the Proposal shall be based on the requirements described in this RFP. All properly submitted Proposal will be reviewed, evaluated, and ranked by the Owner.
- 1.8 OWNER’S RESERVATION OF RIGHTS: The Owner may evaluate the based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner 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.
- 1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications and Proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the Owner.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFP process shall be at the sole risk and responsibility of the respondent. Respondents submit Proposals at their own risk and expense.

- 1.11 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Proposal.
- 1.12 CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.
- 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 in the performance of a contract for an improvement to realty for certain exempt entities that include Texas State Technical College. 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 contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.15 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements of the rule are set forth in the Uniform General and Supplementary General Conditions for Texas State Technical College Building Construction Contracts.
- 1.16 PREVAILING WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the policies and procedures set forth in Executive order 13658 <http://www.wdol.gov/wdol/scafiles/davisbacon/tx285.dvb>.
- 1.17 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, 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.

- 1.18 STATE REGISTRATION OF ARCHITECTURE FIRMS: Respondents are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners. 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.
- 1.19 STATE REGISTRATION OF ENGINEERING FIRMS: Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.
- 1.20 TSTC POLICY REGARDING RECEIVING BENEFITS, GIFTS AND HONORARIA: This administrative TSTC policy (HR 2.1.12) defines, and in most cases restricts, the benefits, gifts, honoraria and other entertainment activities all TSTC staff may be exposed to, and supplements any provisions of state law or policy that is less restrictive. The policy covers "Officer & Employee Ethics" not allowed and items typically allowed. TSTC recommends that all respondents review the policy, which can be found on the TSTC website at <http://www.tstc.edu/governance/sos>, and endeavor to use appropriate judgment related to the requirements and actions defined in the policy, during both the procurement phase and the contracting phase.
- 1.21 CONFLICT OF INTEREST: By submitting a Qualification, Respondent represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a contract with Owner. Respondent also represents and warrants that entering a contract with Owner will not create the appearance of impropriety. In its qualification, respondent must disclose any existing or potential conflict of interest that it might have in contracting with Owner. The requirement to disclose any actual or potential conflict of interest will continue during the term of the contract, and will survive until the end of the recordkeeping requirements. The Owner will decide, in its sole discretion, whether an actual or perceived conflict should result in disqualification or contract termination.

In addition to the disclosures required above, respondent must also disclose any of its personnel who are current or former officers or employees of the Owner or who are related, within the third degree of consanguinity (as defined by Texas Government Code 573.023) or within the second degree by affinity (as defined by Texas Government Code 573.025), to any current or former officers or employees of the Owner.

Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees. Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

SECTION 2 – EXECUTIVE SUMMARY

2.1 MISSION STATEMENT:

Texas State Technical College is a co-educational two-year institution of higher education offering courses of study in technical vocational education for which there is demand within the State of Texas. TSTC contributes to the educational and economic development of the State of Texas by offering occupationally oriented programs with supporting academic course work, emphasizing highly specialized advanced and emerging technical and vocational areas for certificates or associate degrees.

The Texas State Technical College is authorized to serve the State of Texas through excellence in instruction, public service, faculty and manpower research, and economic development. TSTC's economic development efforts to improve the competitiveness of Texas business and industry include exemplary centers of excellence in technical program clusters on its campuses and support of educational research commercialization initiatives.

Through close collaboration with business, industry, governmental agencies, and communities, including public and private secondary and post-secondary educational institutions, TSTC shall facilitate and deliver an articulated and responsive technical education specialized technical system. In developing and offering highly programs with related supportive coursework, primary consideration shall be placed on industrial and technological manpower needs of the state. The emphasis of each Texas State Technical College campus shall be on advanced or emerging technical programs not commonly offered by public junior colleges.

2.2 PROJECT SCOPE AND PLANNING SCHEDULE:

The Project Scope will consist of constructing two classrooms in an existing building. The total SF for the classrooms is 1,730SF

- **Construct Partition Walls as shown on attached sketch.**
- **Construction wall sections and finishes to match existing construction and must extend 6" above acoustical ceiling.**
- **Acoustical ceilings to have lay in insulation.**
- **Doors and Hardware to matched existing building construction.**
- **Relocate lights and switching as required. Light spacing to match existing construction throughout the building**
- **HVAC diffusers and returns shall be modified to adequately temper the rooms.**
- **Existing carpet in the area may be retained but must be protected during construction.**
- **Work to be scheduled to create a minimum of disruption.**
- **Existing work must be protected during construction.**
- **To schedule a site visit contact Tim Rudloff at Mobile # 325-430-2289**

Total cost of job: \$_____

PROJECT PLANNING SCHEDULE:

RFP Issued	Monday, November 6, 2017
Deadline for Submittal of Questions	Monday, November 13, 2017 @ 3:00 p.m.
RFP Due Date	Monday, November 20, 2017 @ 10:00 a.m.
Notice to proceed	Tuesday, November 21, 2017
Job Completion	January 5th, 2018

SECTION 3 – REQUIREMENTS FOR PROPOSALS

Respondents shall carefully read the information contained in the following criteria and submit a complete Proposal to all questions in Section 3 formatted as directed in Section 4. Incomplete Proposals will be considered non-responsive and subject to rejection.

Proposed Project Team

- 3.1 CRITERIA ONE: Provide resumes for the project team and the time they will dedicate to the project Value 20%
- 3.2 CRITERIA TWO: Provide a list of at least three relevant projects in the past 5 years Value: 5%
- 3.3 CRITERIA THREE: Respondent’s Experience with Texas State Technical College projects- Value: 5%
- 3.4 CRITERIA FOUR: Respondent’s ability to meet the schedule. Confirm the respondent can complete on schedule. Value: 20%
- 3.5 CRITERIA FIVE: Respondents Safety Record. Summarize your firm’s safety record for the last five years. Identify (if any) deaths that have occurred on a project site controlled by your firm, or any Subcontractor (at any contractual level), that had a death on your project site. Describe how you revised your program. Value 20%
- 3.6 CRITERIA SIX: Price Proposal – VALUE 30%
- 3.7 EXECUTION OF OFFER

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT’S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL.

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. A FALSE CERTIFICATION SHALL

BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

- 3.7.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Qualifications and Proposal and is not a contract or an offer to contract; (2) the submission of Qualifications and Proposal by Respondent in response to this RFP will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
- 3.7.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Qualifications and Proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- 3.7.3 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 Qualifications and Proposal.
- 3.7.4 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.
- 3.7.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner 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 Qualifications and Proposal made to any competitor or any other person engaged in such line of business.
- 3.7.6 By signature hereon, Respondent represents and warrants that:
 - 3.7.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
 - 3.7.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
 - 3.7.6.3 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;
 - 3.7.6.4 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;
 - 3.7.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
 - 3.7.6.6 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful

Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

- 3.7.7 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 Qualifications and Proposal.
- 3.7.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.
- 3.7.9 By signature hereon, Respondent certifies as follows:
- 3.7.9.1 "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, 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."
- 3.7.9.2 "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
- 3.7.9.3 "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."
- 3.7.10 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 an employee of any Texas State Technical College component, or Respondent has not been an employee of any Texas State Technical College component within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.
- 3.7.11 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).
- 3.7.12 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.
- 3.7.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

- 3.7.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any 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 Qualifications and Proposal.
- 3.7.15 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications and Proposal, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 3.7.16 By signature hereon, Respondent certifies that no member of the Board of Regents of Texas State Technical College, or the Executive Officers of Texas State Technical College or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

3.7.17 Execution of Offer: RFP-18-CP-002

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(Authorized Signature)

(Date)

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS AND PROPOSAL

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Proposals shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Qualifications and Proposal shall be a **MAXIMUM OF FIFTY (50) PRINTED PAGES**. The cover, table of contents, divider sheets and Execution of Offer do not count as printed pages. Bigger is not necessarily better.
- 4.1.3 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Qualifications and Proposal will be considered non-responsive and subject to rejection.
- 4.1.4 Proposals and any other information submitted by respondents in response to this RFP shall become the property of the Owner.
- 4.1.5 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFP, or subsequent RFP. The Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in Owner's best interest.
- 4.1.7 Proposals shall consist of answers to questions identified in Section 3 of the RFP. It is not necessary to repeat the question in the Qualifications and Proposal; however, it is essential to reference the question number with the corresponding answer.
- 4.1.8 Failure to comply with all requirements contained in this Request for Qualifications and Proposal may result in the rejection of the Proposal.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 4.2.1 Qualifications and Proposal shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.**
- 4.2.2 Additional attachments shall **NOT** be included with the Qualifications and Proposal. Only the responses provided by the respondent to the questions identified in Section 3 of this RFP will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFP by use of a divider sheet with an integral tab for ready reference.

4.3. TABLE OF CONTENTS:

4.3.1 Submittals shall include a “Table of Contents” and give page numbers for each part the Qualifications and Proposal.

4.4 PAGINATION:

4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.)

SECTION 5 - TERMS & CONDITIONS

5.1 ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THIS RFP, ANY EXCEPTIONS THERE TO MUST BE IN WRITING.

PROPOSAL REQUIREMENTS

1. Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
2. RFP should be submitted on this form. RFP must be time stamped at ordering agency on or before the hour and date specified for the RFP opening.
3. Late and/or unsigned RFP will not be considered under any circumstances. Person signing RFP must have the authority to bind the firm in a contract.
4. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
5. RFP should give Payee ID Number, full firm name and address of proposer on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a RFP, in the block provided in the upper right hand corner. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number

Sole owner should also enter Social Security Number

6. RFP cannot be altered or amended after opening time. Alterations made before opening time should be initialed by proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by TSTC based on an acceptable written reason.
7. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in RFP. Excise Tax Exemption Certificates are available upon request
8. TSTC reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the RFP to best serve the interests of TSTC.

9. Consistent and continued tie proposals could cause rejection of RFP by TSTC and/or investigation for antitrust violations.
10. TSTC shall not be responsible for failure of electronic equipment or operator error. Late illegible, incomplete, or otherwise non-responsive RFP'S will not be considered.

TIE BIDS

Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences).

AWARD OF CONTRACT

A response to this RFP is an offer to contract based upon the terms, conditions and specifications contained herein. RFP's do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award. Any legal actions must be filed in McLennan or Travis County, Texas.

BIDDER AFFIRMATION

1. Signing this RFP with a false statement is a material breach of contract and shall void the submitted RFP or any resulting contracts, and the vendor shall be removed from all bid lists.
2. The proposer has not given, offered to give, 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 RFP.
3. Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the RFP made to any competitor or any other person engaged in such line of business.
4. Pursuant to Section 2155.004 Government Code the proposer has not received compensation for participation in the preparation of the specifications for this RFP.
5. Pursuant to Section 231.006(d), Family Code (relating to child support), the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive this specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Under Section 2155.004 Government Code the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
7. Proposer agrees that any payments due under this will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
8. Pursuant to Section 2155.004 Government Code the proposer has not received compensation for participation in the preparation of the specifications for this RFP.

9. Pursuant to Section 231.006(d), Family Code (relating to child support), the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive this specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
10. Under Section 2155.004 Government Code the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
11. The Proposer shall defend, indemnify, and hold harmless TSTC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or commissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
12. Proposer agrees that any payments due under this will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
13. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies proposer will complete the following information in order for the RFP to be evaluated:

Name of Former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Date of Employment with proposer: _____

14. Proposer agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

Pursuant to Section 231.006©, Family Code:

RFP must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the RFP. Attach name & social security numbers for each person. This information must be provided prior to contract award.

NOTE TO PROPOSER:

Any terms and conditions attached to a RFP will not be considered unless specifically referred to on this RFP form and may result in disqualification of the RFP. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the ordering agency and the contractor to attempt to resolve all disputes arising under this contract.

INSURANCE REQUIREMENTS

Contractor will obtain and maintain in force for the duration of the contract and any extensions thereof, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain at their sole expense the following insurance coverage for the duration of the contract, in at least the amounts specified:

- Workers Compensation: Statutory Limits
- General Liability: Each occurrence \$1,000,000
- Personal Injury \$1,000,000
- General Aggregate \$2,000,000
- Automobile Liability Each Accident \$1,000,000
- Umbrella Liability Each Occurrence \$5,000,000
- All other insurance required by state or federal law

All policies (except Workers' Compensation) shall name TSTC as an Additional Insured. A Waiver of Subrogation in favor of TSTC and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to TSTC prior to commencement of any services under the contract. If a policy contains deductible provisions, Contractor shall be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against TSTC, its agents, employees or representatives.

Contractor acknowledges and understands that TSTC does not maintain and will not obtain insurance of any type to protect Contractor against any loss, damage or injury that may in any way result from Contractor's performance of the Services.

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

4BWD Bldg 2

Brownwood Building 2

10/31/2017

