



INVITATION FOR BID

FOR

**WELDING EQUIPMENT
FOR TEXAS STATE TECHNICAL COLLEGE**

IFB No.: 16-PS-019

SUBMITTAL DUE DATE:
May 4, 2016 at 2:00 p.m.

Prepared By:
Patricia G. Saldivar
Director of Strategic Sourcing – CTPM
Texas State Technical College
1902 N. Loop 499
Harlingen, Texas 78550
Phone: 956-364-4554
patricia.saldivar@tstc.edu

Table of Contents

1.0	GENERAL INFORMATION	4
1.1	Description of TSTC.....	4
1.2	Submission of Bids	4
1.3	Best Value	5
1.4	Questions	5
1.5	Historically Underutilized Businesses Submittal Requirements. Not Applicable.	5
1.6	Subcontracting Approval Not Applicable.	5
1.7	Bidding Requirements.....	6
1.8	No Reimbursement for Costs.....	6
1.9	Taxes	6
1.10	Reservation of Rights	6
1.11	Texas Public Information Act	6
1.12	Equal Opportunity.....	6
1.13	Accuracy of Information	7
1.14	Contract Award	7
1.15	Compliance with Laws	7
1.16	Termination for Convenience	7
1.17	Termination for Default	7
1.18	Assignment.....	7
1.19	Ethics Conduct.....	7
1.20	Drug Policy	8
1.21	Invoices	8
1.22	Confidential Information.....	8
1.23	Governing Law	8
2.0	BID FORMAT AND SUBMISSION CHECKLIST.....	9
2.1	Bid Cover Page	9
2.2	Pricing Sheet	9
2.3	Table of Contents.....	9
2.4	Other attachments:.....	9
	Attachment C – Terms and Conditions	9
	Attachment D – Conflict of Interest Questionnaire - if no conflicts exist enter “None” and sign it.....	9
	Attachment E – No Bid Response (optional).....	9

Attachment F – HUB Subcontracting Plan. Must be submitted in a separate envelope. Failure to complete this form will result in rejection of the Bid.	9
3.0 ATTACHMENTS:.....	10
Attachment A – Bid Cover Page	10
Attachment B – Pricing Sheet	10
Attachment C – Terms and Conditions	10
Attachment D – Conflict of Interest Questionnaire	10
Attachment E – No Bid Response (optional).....	10
Attachment F – HUB Subcontracting Plan	10

1.0 GENERAL INFORMATION

1.1 Description of TSTC

Texas State Technical College (“TSTC”) a state-supported two-year technical college and is the state’s largest provider of technical education. TSTC was originally established in 1965 as the James Connally Technical Institute (JCTI), a two year college in the Texas A&M University System designed to meet the state’s evolving workforce needs. In 1969, the State of Texas gained ownership of James Connally Air Force Base and renamed the college Texas State Technical Institute (TSTI), which became a separate state agency with its own Board of Regents, appointed by the governor. TSTC been continuously accredited by SACS-COC as a Level I institution since 1968. The college is an open enrollment institution with a full-time equivalent enrollment of approximately 12,000. In contrast with Texas’s regionally-focused community colleges, TSTC has a statewide role and mission with a legislative mandate to focus specifically on highly specialized, advanced, and emerging technical and vocational areas leading to certificates or associate degrees.

In 2015, the college was granted single-accreditation status from the Southern Association of Colleges and Schools Commission on Colleges, the regional body for the accreditation of degree-granting higher education institutions in the Southern states. The college central administration is located in Waco, Texas, the site of the flagship campus. The college has campuses in Abilene, Breckenridge, Brownwood, Fort Bend County, Harlingen, Marshall, North Texas (Red Oak), Sweetwater, Waco, and Williamson County.

1.2 Submission of Bids

TSTC will receive Bids until Wednesday, May 4, 2016 at 2:00 p.m. CST. Bid must be time-stamped by TSTC before the hour and date specified. Bids that are received late will be returned to the respondent unopened. The bid opening will at 3:00 p.m.

Bid will not be received by telephone, fax, or email. Bid will only be received at the location described below:

Patricia G. Saldivar, CTPM
Texas State Technical College
Administration/Industrial Technology Building I
Financial Services
1902 North Loop 499
Harlingen, Texas 78550

Submit one (1) original and one (1) identical electronic copy of the Bid and all of its contents. The original Bid should contain the mark “original” on the Bid Cover Page. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy original Bid.

Bid must be enclosed in a sealed envelope (box or container) addressed as described above. The envelope must clearly identify the IFB number, submittal due date, and the name and return address of the respondent. Bid and any other information submitted by respondents in response to this IFB shall become the property of the TSTC.

Failure to comply with all requirements contained in this IFB may result in the rejection of the Bid. Bids that are qualified with conditional clauses, alterations, items not called for in the IFB, or irregularities of any kind are subject to rejection.

By submitting a Bid in response to this IFB, Respondent acknowledges and accepts the evaluation process and that determination of the “**best value**” will require subjective judgments by TSTC.

1.3 Best Value

In accordance with Education Code, 51.9335, in determining what the **best value** TSTC will consider the following:

- 1) Purchase price
- 2) Reputation of the vendor and of the vendor’s goods or services
- 3) The quality of the vendor’s goods and services
- 4) The extent to which the goods or services meets the institution’s needs
- 5) The vendor’s past relationship with the institution
- 6) The impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities
- 7) The total long-term cost to the institution of acquiring the vendor’s goods and services; and/or
- 8) Any other relevant factor that a private business entity would consider in selecting a vendor

1.4 Questions

All questions regarding this IFB must be submitted in writing to Patricia G. Saldivar, Director of Strategic Sourcing - Procurement and Travel Services at patricia.saldivar@tstc.edu no later than **April 26, 2016 at 10:00 a.m.** Any clarifications or interpretations of this IFB that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Bid are due as part of the IFB and respondents shall acknowledge receipt of each addendum to the IFB in the Pricing Sheet.

1.5 ~~Historically Underutilized Businesses Submittal Requirements.~~ **Not Applicable.**

~~It is the policy of TSTC to promote full and equal opportunities for the contracting and subcontracting of Historically Underutilized Businesses (HUB) in accordance with *Texas Government Code*, Chapter 2161. This Chapter applies to all contracts for the purchase of goods and/or services with an expected value of \$100,000 or more.~~

~~A HUB Subcontracting Plan Form (Included as Separate Attachment) must be filled out and returned with the Bid to be considered responsive. **If the Bid does not include a HUB Subcontracting Plan, it shall be rejected as a material failure to comply with advertised specifications.**~~

~~Search the State of Texas HUB Database for HUB vendors by the NIGP class and item at: <https://mycpa.cpa.state.tx.us/tpassemblsearch/index.jsp>~~

~~Additional minority and women owned business association resources are available for subcontracting notices at: <http://comptroller.texas.gov/procurement/prog/hub/mwb-links-1/>~~

~~Additional information and training regarding how to complete a HUB Sub Contracting Plan can be found on the CPA Website at the following link: <http://comptroller.texas.gov/procurement/prog/hub/hub-subcontracting-plan/>~~

1.6 ~~Subcontracting Approval~~ **Not Applicable.**

~~The Respondent shall perform the Contract with its own resources and those subcontractors identified in the Respondent's HUB Subcontracting Plan. In the event that the Respondent should determine that it is necessary or expedient to execute additional or alternative subcontracts for any of the performances under the Contract, the Respondent shall submit a revised HUB Subcontracting Plan for prior approval before executing any subcontracts.~~

~~In any subcontracts entered into by Contractor for the performance of the work, Contractor shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to Contractor by the terms of the contract between Contractor and TSTC and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the contract between Contractor and TSTC, assumes toward TSTC.~~

~~The Respondent shall manage all quality and performance, project management, and schedules for subcontractors. The Respondent shall be held solely responsible and accountable for the completion of all work for which the Respondent has subcontracted.~~

1.7 Bidding Requirements

Bid prices must be firm for TSTC acceptance for 60 days from the submittal due date and the IFB document Submission shall be irrevocable from the close of the call until acceptance by TSTC or the passage of a period of 60 days, whichever shall occur first.

1.8 No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from Respondent's participation in this IFB process shall be at the sole risk and responsibility of the Respondent.

1.9 Taxes

TSTC is exempt from taxes pursuant to the provisions of the *Texas Tax Code*, Chapter 151. Do not include tax in the Bid. Excise Tax Exemption Certificates are available upon request.

1.10 Reservation of Rights

TSTC may evaluate the Bid based on the anticipated completion of all or any portion of the Project. TSTC reserves the right to divide the Project into multiple parts, to reject any and all Bids and re-solicit for new Bids, or to reject any and all Bids and temporarily or permanently abandon the Project. TSTC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this IFB for any project and no such representation is intended or should be construed by the issuance of this RFP.

1.11 Texas Public Information Act

All information, documentation, and other materials submitted in response to this IFB 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. TSTC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

1.12 Equal Opportunity

The Respondent must be an equal opportunity employer. No person shall be discriminated against in employment because of race, color, religion, gender, national origin, disability, or age.

1.13 Accuracy of Information

TSTC and its officers, directors, employees and agents assume no responsibility for the accuracy of the information in this document. Should dispute arise regarding the meaning or intent of the Contract Documents, the decision of the TSTC shall be final and binding upon the Contractor.

1.14 Contract Award

A response to the solicitation is an offer to contract with Texas State Technical College based on the terms and conditions contained therein. RFP's do not become contracts and are not binding until a written contract, signed by authorized College administrator and authorized personnel of the awarded vendor pursuant to this agreement are formed.

The IFB and submitted responsive documents, or portions of each, and at the College's sole discretion, may become incorporated by reference and a part of this written contract and will be binding on both the College and the Proposer after execution of the contract by both parties.

1.15 Compliance with Laws

The services provided and all representations in the IFB response must be such that they are or would be in conformity with all federal, state, county and local laws, regulations, rules, and orders. Upon request, the Proposer shall furnish to TSTC certificates of compliance with all such laws.

1.16 Termination for Convenience

TSTC, may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of TSTC or the contractor, by giving thirty (30) calendar days' notice thereof to the selected contractor.

1.17 Termination for Default

In the event that the services to be performed under this contract must be completed by a certain date, the Proposer is required to provide immediate notice at such time it has knowledge that it will be unable to perform the services within the time required.

1.18 Assignment

The Proposer may not assign, transfer, convey, or subcontract this contract, any services to be performed as outlined in the RFP, or any of its obligations under this contract, in whole or in part, without the prior written approval from the College, which the College may withhold in its sole discretion.

1.19 Ethics Conduct

Any direct, or indirect, actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in TSTC orders and contracts.

1.20 Drug Policy

TSTC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors, while on TSTC premises, is strictly prohibited.

1.21 Invoices

Original invoices must be submitted monthly in connection with all payments. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments; Name and address of the Respondent, Respondent's invoice remittance address, Purchase Order number authorizing the services, detailed breakdown of monthly total price for services, and any other related documentation to show proof of services rendered.

Invoices should be received no later than the (15) fifteenth day of every month. Each invoice is subject to review and approval by TSTC before payment will be processed. Normal payment processing time for services which have been completed, delivered to, and approved by TSTC is thirty (30) calendar days after receipt of a valid, uncontested invoice. TSTC will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services and an uncontested invoice. Payments shall be made consistent with Chapter 2251, Texas Government Code.

Any invoice that does not comply with the minimum requirements stated above may not be considered valid and may be subject to rejection and/or return to the contractor.

Invoices shall be submitted as directed in the Purchase Order.

1.22 Confidential Information

All information owned, possessed or used by TSTC that is communicated to, learned, developed or otherwise acquired by contractor in the performance of services for TSTC, that is not generally known to the public, will be confidential and contractor will not, beginning on the date of first association or communication between TSTC and contractor and continuing throughout the term of the contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for contractor's own benefit or the benefit of another, any confidential information, unless required by law.

Except when defined as part of the Services, contractor will not make any press releases, public statements, or advertisement referring to the Services or the engagement of contractor as an independent contractor of TSTC in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of TSTC. Contractor will obtain assurances similar to those contained in this Section from persons, contractors, and subcontractors retained by contractor.

1.23 Governing Law

The contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

2.0 BID FORMAT AND SUBMISSION CHECKLIST

The Bid must be organized in sections in the following format and contain the following information. Respondents should note that elaborate or unnecessary voluminous Bids are not desired. All forms must be completed, signed, and returned as part of the Respondent's Bid.

2.1 Bid Cover Page

Attachment A, the Bid Cover Page, should be the first page of your Bid.

2.2 Pricing Sheet

Attachment B, the Pricing Sheet, should be the second page of your Bid. The Pricing Sheet must be signed by a person authorized to sign for Respondent.

2.3 Table of Contents

A Table of Contents should be the third section of your Bid. The Table of Contents shall give page numbers for each section of the Bid. Number all pages of the Bid sequentially using Arabic numerals (1, 2, 3, etc.). Proposer must submit the following information as part of Proposer's Bid:

1. **Ability to provide equipment:** Provide color images (photographic reproductions) of proposed equipment and other information such as specifications, manufacturer's data sheet, etc.
2. **Delivery:** Provide estimated equipment lead-time in Attachment B (Pricing Sheet).
3. **Warranty:** Warranty start date shall be effective the day the unit is placed into services. Instructions shall be included with the equipment at the time of delivery. Include a copy of the equipment warranty documents, or explain. The following service information for warranty must be provided:

Warranty Provider Name: _____

Point of Contact: _____

Warranty Location: _____

Phone Number: _____

Email Address: _____

2.4 Other attachments:

The following documents should also be included as attachments:

Attachment C – Terms and Conditions

Attachment D – Conflict of Interest Questionnaire - if no conflicts exist enter "None" and sign it.

Attachment E – No Bid Response (optional)

Attachment F – ~~HUB Subcontracting Plan. Must be submitted in a separate envelope. Failure to complete this form will result in rejection of the Bid.~~

3.0 ATTACHMENTS:

Attachment A – Bid Cover Page

Attachment B – Pricing Sheet

Attachment C – Terms and Conditions

Attachment D – Conflict of Interest Questionnaire

Attachment E – No Bid Response (optional)

~~Attachment F – HUB Subcontracting Plan~~

Attachment A - Bid Cover Page
TEXAS STATE TECHNICAL COLLEGE
WELDING EQUIPMENT
IFB No.: 16-PS-019

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

FEDERAL EMPLOYER ID #: _____ or SS # (if sole owner): _____

TEXAS CHARTER # IF APPLICABLE: _____

IS YOUR COMPANY A HUB VENDOR? _____ WHAT CATEGORY? _____

Attachment B – Pricing Sheet
TEXAS STATE TECHNICAL COLLEGE
WELDING EQUIPMENT
 IFB No.: 16-PS-019

The Respondent must complete, sign and return this Pricing Sheet 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. The undersigned, having carefully examined the scope of services and related documents, as prepared by Texas State Technical College as well as all other conditions affecting the cost and/or execution of the work, proposes to complete the work in accordance with said documents, of which this Bid is a part, for the following sum:

Multiple awards: One or more vendors can be selected for each or all of the items. The selection will be made based on best value option for the College.

Equal products: This IFB contains brand name specifications, a potential Respondent can review the specifications for a product substitution and can provide a competitive edge by basing on an equal product of the same characteristics and functionality. Equal products will be accepted upon review and approval of TSTC staff. Equal and/or substitute product information should be provided.

Delivery location is as follow: 26706 Southwest Freeway, Rosenberg, Texas 77471.

Pricing						
Item	Description	Model Number	Qty	Unit Price	Extend. Price	Estimated Lead-time
1	Lincoln Invertec V350-PRO	LIN K1728-13	4			
2	Plas Torch PCM-200 25' 180D	THE 2-0015	5			
3	Hydraulic Sheet Metal Shear 220 Volt Three Phase Heavy Duty. 52'' length 3 (1/4'') gauge mild steel capacity.	SH-5203-HD	1			
	Shipping		1			
	Discounts		1			
TOTAL						

ACKNOWLEDGEMENT OF ADDENDA

Respondent acknowledges receipt of the following addenda to the captioned IFB (initial if applicable):
Failure to properly acknowledge addenda may result in disqualification.

Addendum # _____ Issued _____ Initials: _____
 Addendum # _____ Issued _____ Initials: _____
 Addendum # _____ Issued _____ Initials: _____

Respectfully Submitted,

Respondent's Name: _____

Attachment C – Terms and Conditions
TEXAS STATE TECHNICAL COLLEGE
WELDING EQUIPMENT
IFB No.: 16-PS-019

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

A. BIDDING 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. IFB should be submitted on this form. IFB must be time stamped at ordering agency on or before the hour and date specified for the IFB opening.
3. Late and/or unsigned IFB will not be considered under any circumstances. Person signing IFB must have the authority to bind the firm in a contract.
4. IFB 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 _____

5. IFB cannot be altered or amended after opening time. Alterations made before opening time should be initialed by proposer or his authorized agent. No IFB can be withdrawn after opening time without approval by TSTC based on an acceptable written reason.
6. TSTC reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the IFB to best serve the interests of TSTC.
7. Consistent and continued tie bidding could cause rejection of IFB by TSTC and/or investigation for antitrust violations.
8. 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.

B. TIE BIDS

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

C. AWARD OF CONTRACT

A response to this IFB 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 Cameron County, Texas.

D. PAYMENT

Vendor shall submit an itemized invoice showing TSTC's purchase order number. TSTC will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. For restrictions regarding prepayment, see section 11, below.

E. PATENTS OR COPYRIGHTS

The vendor agrees to protect TSTC from claims involving infringement of patents or copyrights.

F. VENDOR ASSIGNMENTS

Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to RFPs must give the requisition number, codes, and opening date.

G. BIDDER AFFIRMATION

Signing this IFB with a false statement is a material breach of contract and shall void the submitted IFB for any resulting contracts, and the vendor shall be removed from all bid lists.

1. 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.
2. 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 (see section 9, above), nor communicated directly or indirectly the IFB made to any competitor or any other person engaged in such line of business.
3. Pursuant to Section 2155.004 Government Code the proposer has not received compensation for participation in the preparation of the specifications for this RFP.
4. Pursuant to Section 231.006(d), Family Code (relating to child support), the proposer certifies that the individual or business entity named in this IFB 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.
5. Under Section 2155.004 Government Code the proposer certifies that the individual or business entity named in this IFB 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.
6. The Contractor 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.
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. 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 IFB to be evaluated:

Name of Former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Date of Employment with proposer: _____

9. Proposer agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
10. Pursuant to Section 231.006©, Family Code, IFB 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.

H. NOTE TO PROPOSER:

Any terms and conditions attached to a IFB will not be considered unless specifically referred to on this IFB 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.

I. BEST VALUE CRITERIA

- The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
- The number and scope of conditions attached to the RFP;
- The ability, capacity, and skill of the proposer to perform the contract or provide the service required;
- Whether the proposer can perform the contract or provide the service promptly, or within the time required, without delay or interference;
- The character, responsibility, integrity, reputation, and experience of the proposer;
- Proximity of the proposer's office to the site, and is there a firm principal at the local office, and how much of the design work will be done at the local office;
- Related to the above, how close are the proposer's sub-consultants to the site, and are there firm principals at the local sub-consultants' offices, and how much of the design work will be done at the local sub-consultants' offices;
- The quality of performance of previous contracts or services;
- Any previous or existing noncompliance by the proposer with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information; the sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- The ability of the proposer to provide future maintenance, repair parts, and service for the use of the contract.
- The purchase price;
- Any relevant criteria specifically listed in the IFB or request for Bids.

Attachment D - Conflict of Interest Questionnaire

If conflict of interest doesn't exist, please write "NONE" under section 3, and sign.

<p>CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>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.</p>	<p align="center">OFFICE USE ONLY</p> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>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.</p> <p>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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>	

Attachment E – No Bid Response (Optional)
TEXAS STATE TECHNICAL COLLEGE
WELDING EQUIPMENT
IFB No.: 16-PS-019

If your firm is unable to submit a Bid at this time, complete this form and return it to:

Texas State Technical College
Administration/Industrial Technology Building I
Financial Services
1902 North Loop 499
Harlingen, Texas 78550
patricia.saldivar@tstc.edu

by the date/time for submission of this solicitation.

I/WE DID NOT SUBMIT A BID FOR THE FOLLOWING REASONS:

(Please place an X by all the reasons that apply)

1. ___ Do not supply the requested product/service.
2. ___ Quantities offered or scope of job is TOO SMALL to be supplied by my company.
3. ___ Qualities offered or scope of job is TOO LARGE to be supplied by my company.
4. ___ Specifications are “too constrictive” or appear to be written around a proprietary product.
5. ___ Time frame for responding was too short. (Please elaborate on your primary reason for this judgment.)
6. ___ Other reasons: _____

BY: _____

Vendor Signature

Date

Printed Name & Title

Phone No.

Company Name

Fax No.