



REQUEST FOR SEALED PROPOSALS

FOR

**TESTING SYSTEMS  
FOR TEXAS STATE TECHNICAL COLLEGE  
FORT BEND CAMPUS**

RFP No.: RFP-16-PS-021

SUBMITTAL DUE DATE:  
May 17, 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](mailto:patricia.saldivar@tstc.edu)

## Table of Contents

1.0	GENERAL INFORMATION .....	4
1.2	Description of TSTC.....	4
1.3	Purpose of the Request for Proposals .....	4
1.4	Submission of Proposal.....	4
1.5	Questions .....	5
1.6	Key Events Schedule .....	5
1.7	Proposal Evaluation Process .....	5
1.8	<del>Historically Underutilized Businesses Submittal Requirements.</del> Not Applicable. ....	6
1.9	<del>Subcontracting Approval</del> Not Applicable.....	6
1.10	Bidding Requirements.....	6
1.11	No Reimbursement for Costs.....	6
1.12	Taxes .....	7
1.13	Reservation of Rights .....	7
1.14	Texas Public Information Act .....	7
1.15	Equal Opportunity.....	7
1.16	Accuracy of Information .....	7
1.17	Contract Award .....	7
1.18	Compliance with Laws .....	7
1.19	Termination for Convenience .....	8
1.20	Termination for Default .....	8
1.21	Assignment.....	8
1.22	Ethics Conduct.....	8
1.23	Drug Policy .....	8
1.24	Invoices .....	8
1.25	Confidential Information.....	9
1.26	Governing Law .....	9
2.0	SCOPE OF SERVICES .....	10
2.1	Overview .....	10
2.2	Scope of Work.....	10
2.3	<del>Contract Administration.</del> Not Applicable. ....	10
2.4	Change or Addition to Scope of Services .....	10
3.0	PROPOSAL FORMAT AND SUBMISSION CHECKLIST.....	11
3.1	Proposal Cover Page .....	11

3.2	Execution of Offer .....	11
3.3	Table of Contents .....	11
3.4	Other attachments:.....	12
	Attachment C – Terms and Conditions .....	12
	Attachment D – Conflict of Interest Questionnaire - if no conflicts exist enter “None” and sign it.....	12
	Attachment E – No Bid Response (optional).....	12
	Attachment F – <del>HUB Subcontracting Plan. Must be submitted in a separate envelope. Failure to complete this form will result in rejection of the proposal.</del> .....	12
4.0	PROPOSAL SELECTION CRITERIA .....	13
5.0	ATTACHMENTS:.....	14
	Attachment A – Proposal Cover Page .....	14
	Attachment B – Execution of Offer .....	14
	Attachment C – Terms and Conditions .....	14
	Attachment D - Conflict of Interest Questionnaire.....	14
	Attachment E – No Bid Response (optional).....	14
	Attachment F – <del>HUB Subcontracting Plan</del> .....	14

## **1.0 GENERAL INFORMATION**

### **1.2 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.

### **1.3 Purpose of the Request for Proposals**

It is the intent of TSTC to contract with a vendor for the purpose of providing Testing Machines for its new Fort Bend campus location in Rosenberg, Texas.

### **1.4 Submission of Proposal**

Pursuant to the provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121-2158.127, sealed proposals will be received until the date and time established for receipt. After, receipt, only the names of respondents will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

TSTC will receive Proposals until May 17, 2016 at 2:00 p.m. CST. Proposal must be time-stamped by TSTC before the hour and date specified. Proposals that are received late will be returned to the respondent unopened.

Proposal will not be received by telephone, fax, or email. Proposal 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 Proposal and all of its contents.**

The original Proposal should contain the mark “original” on the Proposal 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 proposal.

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

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

Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud. Proposal cannot be altered or amended after opening time. Proposal cannot be withdrawn after opening time without written approval by TSTC based on a written request to withdraw.

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

### **1.5 Questions**

All questions regarding this RFP must be submitted in writing to Patricia G. Saldivar, Director of Strategic Sourcing - Procurement and Travel Services at [patricia.saldivar@tstc.edu](mailto:patricia.saldivar@tstc.edu) no later than **May 6, 2016 at 10:00 a.m.** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in the Execution of Offer.

### **1.6 Key Events Schedule**

Issuance of RFP	Monday, April 25, 2016
Deadline for Submittal of Questions	Friday, May 6, 2016, 10:00 a.m.
Submittal Deadline	Tuesday, May 17, 2016, 2:00 p.m.
Proposal Opening	Tuesday, May 17, 2016, 2:30 p.m.
Evaluation and Selection (tentative)	TBA
Award/Issuance of Purchase Order (tentative)	TBA

### **1.7 Proposal Evaluation Process**

TSTC may select the Proposal that offers the “best value” for the institution based on the published selection criteria and on its ranking evaluation. The top three or fewer ranked respondents may be selected by the Owner to participate in the interview process. The interviews may be conducted in person or through the use of technology.

TSTC may first attempt to negotiate a contract with the selected respondent. TSTC may discuss with the selected respondent options for a scope or time modification and any price change associated with the modification. If TSTC is unable to reach a contract with the selected respondent, TSTC may formally end negotiations with that respondent and proceed to the next “best value” respondent in the order of the selection ranking until a contract is reached or all Proposals are rejected. TSTC is not obligated to select

the Respondent offering the most attractive economic terms if that Respondent is not the most advantageous to TSTC overall, as determined by TSTC.

**1.8 ~~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 Proposal to be considered responsive. **If the Proposal 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://myepa.epa.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/](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/](http://comptroller.texas.gov/procurement/prog/hub/hub_subcontracting_plan/)~~

**1.9 ~~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.~~

**1.10 Bidding Requirements**

Proposal prices must be firm for TSTC acceptance for 60 days from the submittal due date and the RFP 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.

**1.11 No Reimbursement for Costs**

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

#### **1.12 Taxes**

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

#### **1.13 Reservation of Rights**

TSTC may evaluate the Proposal 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 Proposals and re-solicit for new Proposals, or to reject any and all Proposals 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 RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

#### **1.14 Texas Public Information Act**

All information, documentation, and other materials submitted in response to this RFP 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.

#### **1.15 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.

#### **1.16 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.

#### **1.17 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 RFP 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.

#### **1.18 Compliance with Laws**

The services provided and all representations in the RFP 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.

### **1.19 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.

### **1.20 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.

### **1.21 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.

### **1.22 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.

### **1.23 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.

### **1.24 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.

### **1.25 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.

### **1.26 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 SCOPE OF SERVICES**

### **2.1 Overview**

This Scope of Services specifies that Texas State Technical College is seeking vendors for the provision of Testing Machines for its new TSTC facility in Rosenberg, Texas.

### **2.2 Scope of Work**

The awarded vendor(s) must demonstrate the ability to design, build and/or provide all materials, equipment, labor and all other incidental material, tools, appliances, delivery and transportation as required for the delivery of the equipment listed in the Execution of Offer.

All equipment and services offered shall be of high quality and suitable for the intended purpose.

All equipment elements, designs, plans, drawings, O&M manuals, and/or manufacturer's specifications (cut sheets) must be provided to the buyer for final acceptance. Final acceptance will be provided until after the buyer performs equipment testing and verification of performance.

All equipment shall include an initial warranty and maintenance period of not less than one year and/or warranty based on industry standards. The initial warranty and maintenance coverage shall protect all equipment and services delivered under this purchase from defects in operation, design, materials, and workmanship. If the vendor's equipment is covered by a manufacturer's warranty in excess of one year, the length of the included warranty term shall be clearly specified in the proposal.

Equal products are accepted upon review and approval of TSTC staff. Equal/substitute product information should be provided.

Any additions, differences or exceptions from the minimum or general requirements for the scope of services requested shall be clearly identified in the Proposal response.

### **2.3 ~~Contract Administration.~~ Not Applicable.**

### **2.4 Change or Addition to Scope of Services**

TSTC, without invalidating the contract, may make changes by altering, adding to, or deduction from the Scope of Services at any time during the term of the contract in order to meet current TSTC needs. The Contract pricing shall be adjusted accordingly, upon mutual agreement between TSTC and Contractor.

Should TSTC request additional services during the term of the Contract, an agreement to provide these services at the same price as quoted will be understood as included in the Respondent's submission.

### **3.0 PROPOSAL FORMAT AND SUBMISSION CHECKLIST**

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

#### **3.1 Proposal Cover Page**

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

#### **3.2 Execution of Offer**

Attachment B, the **Execution of Offer**, should be the second page of your Proposal. The Execution of Offer must be signed by a person authorized to sign for Respondent. Failure to complete this form **will result** in rejection of the proposal.

#### **3.3 Table of Contents**

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

- 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. Installation and warranty services:** Describe your installation implementation plan and warranty service support philosophy. Please include a copy of the equipment warranty documents, if available. Provide estimated lead time.
- 3. Training:** Provide description of training and courses to be offered, if available.
- 4. References:** List three current or past customers for whom you have completed service to those described in this RFP (does not have to be exclusively higher education customers) to include the following information: company name, address, contact person, telephone number, and scope of services.
- 5. The extent to which the goods and services meet the institution's needs.**
- 6. The vendor's past relationship with the institution.**

### 3.4 Other attachments:

The following documents should 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 proposal.~~

#### 4.0 PROPOSAL SELECTION CRITERIA

Respondent is encouraged to propose terms and conditions offering the maximum benefit to TSTC in terms of (1) services to TSTC, (2) total overall cost to TSTC, and (3) expertise. Respondents should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to TSTC.

An evaluation team from TSTC will evaluate the Proposal. The evaluation of Proposal and the selection of a respondent will be based on the information provided by Respondent in its Proposal. TSTC may give consideration to additional information if TSTC deems such information relevant.

The criteria to be considered by TSTC in evaluating Proposal and selecting a Contractor will be those factors listed below. The evaluation will be made per lot.

Threshold Criteria Not Scored:

- ~~Ability of TSTC to comply with laws regarding Historically Underutilized Businesses; and~~
- ~~Ability of TSTC to comply with laws regarding purchases from persons with disabilities.~~

<b>Scored Criteria:</b>	<b>Weight:</b>
1. Ability to provide equipment	20%
2. Warranty services	15%
3. Training	5%
4. References	5%
5. The extent to which the goods and services meet the institution's needs	10%
6. The vendor's past relationship with the institution	5%
7. Competitiveness of cost proposals (price)	40%
<b>Total</b>	<b>100%</b>

## **5.0 ATTACHMENTS:**

Attachment A – Proposal Cover Page

Attachment B – Execution of Offer

Attachment C – Terms and Conditions

Attachment D - Conflict of Interest Questionnaire

Attachment E – No Bid Response (optional)

~~Attachment F – HUB Subcontracting Plan~~

**Attachment A - Proposal Cover Page**  
TEXAS STATE TECHNICAL COLLEGE  
TESTING MACHINES  
RFP No.: RFP-16-PS-021

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 – Execution of Offer**  
TEXAS STATE TECHNICAL COLLEGE  
TESTING MACHINES  
RFP No.: RFP-16-PS-021

**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 WILL 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.

- A. By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Proposals and is not a contract or an offer to contract; (2) the submission of Proposals 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.
- B. By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Proposals, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- C. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.
- D. 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.
- E. 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 made to any competitor or any other person engaged in such line of business.
- F. By signature hereon, Respondent represents and warrants that:
  - 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;
  - 2. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
  - 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;



**Attachment B – Execution of Offer – Continued**  
TEXAS STATE TECHNICAL COLLEGE  
TESTING MACHINES  
RFP No.: RFP-16-PS-021

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;
  5. Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
  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.
- G. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposal.
- H. 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.
- I. By signature hereon, Respondent certifies as follows:
1. "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, RFP, 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."
  2. "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this RFP 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. "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."
- J. 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.
- K. 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).
- L. 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.

**Attachment B – Execution of Offer – Continued**  
TEXAS STATE TECHNICAL COLLEGE  
TESTING MACHINES  
RFP No.: RFP-16-PS-021

- M. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- N. 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 Proposal.
- O. 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 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.
- P. 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.

**Attachment B – Execution of Offer – Continued**  
**TEXAS STATE TECHNICAL COLLEGE**  
**TESTING MACHINES**  
RFP No.: RFP-16-PS-021

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. The undersigned, having carefully examined the scope of services and related documents related to this RFP, 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 proposal is a part, for the following sum:

**Package 1**

<b>Pricing</b>						
<b>Item</b>	<b>Description</b>	<b>Model Number</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extend. Price</b>	<b>Estimated Lead-time</b>
1	IT542 Motorized Pendulum Impact Tester. Electrical Supply Line Power: 110 Volt, 50/60 HZ, 1PH.	IT542	1			
2	Charpy Striker, ASTM E 23, 8 mm radius	N/A	1			
3	Charpy Centering Tongs, Metal Impact, Vee Notch (Standard)	N/A	1			
4	Bolt, Machine Anchor	N/A	4			
5	Impact (plastic & metal) primary platform for horizon software	N/A	1			
6	Metals Library for Horizon Software	N/A	1			
7	Automatic Release Remote Hammer Release Motorized Units	N/A	1			
	Shipping		1			
	Discounts		1			
<b>TOTAL</b>						

**Package 2**

<b>Pricing</b>						
<b>Item</b>	<b>Description</b>	<b>Model Number</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extend. Price</b>	<b>Estimated Lead-time</b>
1	300SL Universal Testing Machine with the following configurations: Rack & Pinion Crossheads Fixed Columns Std Length Pulling Screws Console Right of Load-Frame-Inline Electrical Supply Line Power: 220Volt, 60 HZ, 3PH. Maximum Force 300kN	300SL	1			

2	Grip, Wedge; Solid Flat, R&P	N/A	1		
3	Grip, Wedge; Solid Vee, R&P	N/A	1		
4	Extensometer 3542 ST, <=1'' (<=25mm) GL's for ST_SL Series with the following configuration: ST series, 3542, with 0.5'' GL, +20%-10% elongation (-40 to +100C)	N/A	1		
5	Extensometer 3541 ST, >1'' to <=2'' (>25-<=50mm) GL's for ST_LS Series with the following configuration: ST series, 3542, with 2'' GL, +20%-10% elongation (-40 to +100C)	N/A	1		
6	Horizon software package with materials testing primary platform, metals library, civil engineering library, and closed loop control AFM.	N/A	1		
	Shipping		1		
	Discounts		1		
			<b>TOTAL</b>		

**Equal products:** This RFP 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. The award will be made based on the Best Value option for the College.

**Multiple awards:** One or more vendors can be selected for each or all of the items.

**Delivery:** 26706 Southwest Freeway, Rosenberg, TX 77471. Deliveries will be accepted from July 18, 2016 to July 22, 2016. Loading dock will not be available. All shipments must be accessible to unload with a 6000# forklift.

**ACKNOWLEDGEMENT OF ADDENDA**

Respondent acknowledges receipt of the following addenda to the captioned RFP (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: \_\_\_\_\_

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

If a Corporation: State of Incorporation: \_\_\_\_\_ Respondent's Charter No: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Submitted and Certified By:

\_\_\_\_\_  
*(Respondent's Name)* *(Title)*

\_\_\_\_\_  
*(Street Address)* *(City, State, Zip Code)* *(Telephone Number)*

\_\_\_\_\_  
*(Authorized Signature)* *(Date)*

**Attachment C – Terms and Conditions**  
TEXAS STATE TECHNICAL COLLEGE  
TESTING MACHINES  
RFP No.: RFP-16-PS-021

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. 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. 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 \_\_\_\_\_

5. 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.
6. 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.
7. Consistent and continued tie bidding could cause rejection of RFP 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 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 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 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.

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 RFP 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 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.
5. 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.
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 RFP 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, 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.

#### **H. 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.

#### **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 RFP or request for proposals.



**Attachment D - Conflict of Interest Questionnaire**

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

<p><b>CONFLICT OF INTEREST QUESTIONNAIRE</b></p> <p><b>For vendor or other person doing business with local governmental entity</b></p>	<p><b>FORM CIQ</b></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).</p> <p>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.</p> <p>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"><b>OFFICE USE ONLY</b></p> <p>Date Received</p>
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center">(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><b>3</b> 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 &amp; 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><b>4</b></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  
TESTING MACHINES  
RFP No.: RFP-16-PS-021

If your firm is unable to submit a proposal 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](mailto:patricia.saldivar@tstc.edu)

by the date/time for submission of this solicitation.

I/WE DID NOT SUBMIT A PROPOSAL 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.