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Texas State Technical College Waco

Tax Exempt # 74-1646989

Procurement Office  
3801 Campus Dr.  
Waco, TX 76705  
(254) 867-4804 phone  
(254) 867-3792 fax

**INVITATION FOR COMPETITIVE SEALED PROPOSALS**

.....  
**Title: EEC Office Carpet 2013**

**Proposal # RFP 201314**

**Posted Date: 02-06-13**

.....  
**Forms must be completed and returned for consideration.**

**Proposal Closing Date/Time: February 21, 2013 at 3:00 PM Central Standard Time**

**Mail Proposals to:**

Texas State Technical College  
Procurement Office  
3801 Campus Dr.  
Waco, TX 76705  
**Attn: Melissa Warren**

**Hand Deliver Proposals to:**

Texas State Technical College  
Procurement Office  
**Attn: Melissa Warren**  
103 10<sup>th</sup> St. (on campus address only)  
Waco, TX 76705

**Faxed Proposals will not be accepted.**

**Emailed Proposals will not be accepted.**

## EEC Office Carpet 2013

Proposals must be received in a sealed envelope by the date and time shown above for consideration. **Please indicate the Proposal #, Proposal Title, and Proposal Closing Date and Time on the sealed envelope and the outside mailer.** Either hand deliver or mail to the address above. Proposals will be date/time stamped upon arrival. The date/time stamp used will be the official clock for proposal opening time. Proposals will be opened after the date shown and evaluated based on a Best Value Criteria to be set by TSTC.

Proposals will be read aloud. If you intend on being present at opening we ask that you please do not be late. The door will be locked at 3:00 PM and no one will be allowed in after 3:00 pm.

Late Proposals will not be accepted or considered for review.

Please sign your proposal. Failure to do so will automatically disqualify your submission.

After the evaluation process of the proposals it is our intention to make an award in the form of either/or an executed contract between both TSTC and the vendor of award or by purchase order or by both documents. TSTC reserves the right to the method of evaluation and award and reserves the right to reject any or all proposals or waive irregularities it deems necessary.

Open records requests for Bid Tabs or Award Notices will be available after an award has been made, and may be requested by contacting Jerry Sorrells via email at:

[jerry.sorrells@systems.tstc.edu](mailto:jerry.sorrells@systems.tstc.edu)

or by visiting the Electronic State Business Daily website at: <http://esbd.cpa.state.tx.us>  
or the TSTC Procurement website at: <http://tstc.edu/procurement>

By signing the proposal, the proposer agrees to comply with all terms and conditions of the invitation for competitive sealed proposals and any purchase order or contract that is issued pursuant to the award made. TSTC reserves the right to award on an "All or None" basis or "Line Item" basis. TSTC also reserves the right to reject any proposal submitted. TSTC reserves the right to cancel the order at any time due to delay or non delivery as proposed.  
**TSTC terms are Net 30 days.**

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### General statement

Texas State Technical College Waco is requesting Competitive Sealed Proposals for material, labor and equipment to furnish and install carpet and base in EEC Office at Texas State Technical College, located on the TSTC Waco Campus, located at 3801 Campus Dr. Waco, TX 76705, as described within the Scope of Work specification within **RFP 201314** proposal package and/or any addenda that may be posted.

Project Manager Contact:

Mike Ratliff (254) 867-3703

# EEC Office Carpet 2013

## SECTION ONE GENERAL INFORMATION

1.1 Purpose of the Request for Proposals -- The purpose of this Request for Proposals (RFP) is to engage a Proposer to provide the following Services to Texas State Technical College System (herein referred to as "TSTC"): to engage proposer to furnish material, labor, and equipment to install approx. 1,560 sq. yds. of carpet and approx. 1400 linear ft. of base in the EEC Office of the Waco Campus.

By means of this RFP, TSTC invites all qualified Proposers to submit Proposals in accordance with the requirements outlined in this RFP. TSTC anticipates that, based on its review and evaluation of the Proposals received pursuant to this RFP, it will select a Proposer and execute a contract whereby the Proposer renders Services to TSTC, in accordance with terms and conditions set forth in the contract.

1.2 Information about Texas State Technical College System -- TSTC is an institution of higher education and an agency of the State of Texas; it is a state-supported, technical college system that services students throughout the state of Texas. The college system includes four colleges: TSTC Harlingen, TSTC Marshall, TSTC Waco, and TSTC West Texas, which has campuses in Abilene, Breckenridge, Brownwood, and Sweetwater.

1.3 Historically Underutilized Business (HUB) Firms -- TSTC endeavors to promote full and equal opportunity for businesses to supply TSTC with goods and/or Services that are necessary to support TSTC's educational mission. In this regard, TSTC commits to select Proposers in accordance with (i) needs, (ii) resources, (iii) HUB goals and guidelines established by the Texas Legislature and the Texas Building and Procurement Commission, and (iv) policies and procedures for contracting with Historically Underutilized Businesses.

1.4 TSTC's Right to Reject -- This RFP does not commit TSTC to select a Proposer or to award a Contract to any Proposer. TSTC reserves the right to accept or reject, in whole or in part, any Proposal it receives pursuant to this RFP.

## SECTION 2 RFP REQUIREMENTS

2.1 Right to Modify, Rescind, or Revoke RFP -- TSTC reserves the rights to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of TSTC executes a Contract with the Selected Proposer.

2.2 Compliance with RFP Requirements -- By submission of a Proposal, a Proposer agrees to be bound by the requirements set forth in this RFP. TSTC, at its sole discretion, may disqualify a Proposal from consideration, if TSTC determines a Proposal is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFP.

2.3 Binding Effect of Proposal -- Unless otherwise agreed in writing, signed by an authorized agent of TSTC, each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted for Services.

## EEC Office Carpet 2013

2.4 Signature, Certification of Proposer -- The Proposal must be signed and dated by a representative of the Proposer who is authorized to bind the Proposer to the terms and conditions contained in this RFP and to compliance with the information submitted in the Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Proposal to bind the Proposer to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.

2.5 Requirements for Submission -- The Proposal shall be entitled "Proposal Submitted for **RFP #201314**" and shall clearly state the Proposal Opening Date and Time and Title identified.

### By Hard Copy Submission:

The Respondent must submit one (1) original signed Proposal and, although not required, we ask that you please submit one (1) digital submission in the form of a CD or flashdrive. The Proposal and accompanying documentation are the property of TSTC and will not be returned. TSTC will no longer provide "delivery or hand stamp" receipt of bids/proposals or proof of delivery of bid/proposals which are delivered by hand or courier. No proof of delivery shall be necessary.

The Proposal should be sent to TSTC at one of the following addresses:

### By U.S. Mail/Overnight/Express Mail

Texas State Technical College  
Procurement Office  
Attn: Melissa Warren  
**RFP# 201314**  
3801 Campus Drive  
Waco, TX 76705

### By Hand Delivery (on campus address only)

Texas State Technical College  
Procurement Office  
Attn: Melissa Warren  
**RFP 201314**  
Patterson Hall  
103 10<sup>th</sup> St TSTC Campus  
Waco, TX 76705

2.6 Deadline for Proposals -- Proposals must be received in the TSTC Procurement Office, at the address specified in Section 2.5 of this RFP, no later than, Thursday **February 21, 2013 at 3pm**. Proposal must be date/time stamped upon arrival.

ANY PROPOSAL RECEIVED AFTER EXPIRATION OF THE DEADLINE WILL BE IMMEDIATELY DISQUALIFIED FROM CONSIDERATION, AND WILL BE RETURNED UNOPENED TO THE PROPOSER.

## EEC Office Carpet 2013

2.7 Risk of Loss, Damage, Delay -- Proposer acknowledges and agrees to release and hold harmless the TSTC System, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to delivery of the Proposal or failure to deliver the Proposal to the Purchasing Office at TSTC, as designated in Sections 2.5 and 2.6 of this RFP.

2.8 Ownership of Proposals -- All Proposals become the physical property of TSTC upon receipt.

2.9 Use, Disclosure of Information -- Proposer acknowledges that TSTC is an agency of the State of Texas, and is therefore required to comply with the Texas Public Information Act. Tex. Government Code Ch. 552. If a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the Proposer as proprietary will be used by TSTC only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Proposer selected.

2.10 Costs of Participation -- TSTC specifically disclaim responsibility, and/or liability, for all costs, expenses, or claims related to or arising out of the Proposers participation in this RFP process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the Proposal and the information relevant to the Proposal.

2.11 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, University Policies and Procedures. By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the Texas State Technical College System. System policies and procedures may be accessed at the following Internet address: <http://www.tstc.edu>

### SECTION 3 RFP PROCEDURES

3.1 Rescission of Proposal -- A Proposal can be withdrawn from consideration at any time prior to expiration of the Deadline for Proposals, as stated in Section 2.6 of this RFP, pursuant to a written request sent to the Procurement Office Attn: Melissa Warren

3.2 Request for Electronic Copy -- A Proposer may request an electronic copy of the RFP from Melissa Warren. Email requests will be responded to by email only. Please email: [melissa.warren@tstc.edu](mailto:melissa.warren@tstc.edu)

A copy of the proposal can also be obtained at the following sites.  
The proposal is posted at: <http://esbd.cpa.state.tx.us> and on the TSTC website at: <http://tstc.edu/procurement>

## EEC Office Carpet 2013

3.3 Request for Clarification -- TSTC reserves the right to request clarification of any information contained in a Proposal.

3.4 Request for Clarification by Proposer -- All questions and clarifications of the proposals must be submitted in writing by email request to the following contact by the date of **February 19, 2013** at 3pm.

Melissa Warren
3801 Campus Drive
Waco, TX 76705
254-867-4804
<a href="mailto:melissa.warren@tstc.edu">melissa.warren@tstc.edu</a>

3.5 Pre-Proposal Conference

A pre-proposal conference will be held at the Facilities Planning and Construction; located at 103 10<sup>th</sup> St., Room 118, on the TSTC Waco campus, **Thursday, February 14, 2013**, at 10:00 AM. Owner's representative will be present to discuss this project. Only details of the project and clarification will be discussed at this time. **ALTHOUGH NOT REQUIRED IT IS HIGHLY RECOMMENDED THAT YOU ATTEND.**

3.6 Evaluation of Proposals

Evaluation criteria will be that of Best Value to TSTC as TSTC deems necessary. Some of the criteria may be that of, but not limited to:  
Respondent's Pricing, Delivery of Proposal, Qualifications, References, Past Projects

3.7 Proposal Opening

Proposals will be opened after the deadline shown of **February 21, 2013 after** 3:00 PM. The proposal opening process is open to the public. We ask that you please be on time as the door will be locked promptly at 3:00 pm. All submitted proposals become the property of TSTC, after the RFP submittal deadline/opening date, and will not be returned.

All information, documentation, and other materials submitted in response to this solicitation are considered 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. Bid Tabs or Award Notices, after award, may be obtained by contacting:

Jerry Sorrells by email at [Jerry.Sorrells@systems.tstc.edu](mailto:Jerry.Sorrells@systems.tstc.edu)

or by visiting:

Electronic State Business Daily  
<http://esbd.cpa.state.tx.us>

or TSTC Procurement website  
<http://tstc.edu/procurement>

All requests **must** be in writing to Mr. Sorrells.

## EEC Office Carpet 2013

### 3.8 Award of Contract

TSTC intends to negotiate and award an agreement with the vendor submitting the proposal TSTC determines best meets TSTC's requirements and is considered to be the best value overall.

### 3.9 Liquidated Damages

Owner and Contractor recognize that time is of the essence of this agreement and the Owner will suffer financial loss if the work is not completed per the completion schedule. Owner and Contractor therefore agree that liquidated damages for delay will be \$500.00 per calendar day. Contractor will have 7 calendar days to begin and complete project. Contractor may begin project on March 09, 2013 and must be completed March 16, 2013.

### 3.10 Contract & General Conditions

Anything related to this RFP shall comply with these documents and attached Texas State Technical College 2012 Uniform General and Supplementary Conditions.

Exhibit A      Texas State Technical College 2012 Uniform General and Supplementary Conditions  
Exhibit E:      HUB Subcontracting Plan  
Exhibit F:      Drawing A1- ATTACHED

### 3.11 Safety

Constructor must comply with all applicable safety regulations, including but not limited to, the TSTC Waco, College Operating Procedure (9.16) Contractor Safety. The "COP" may be downloaded or viewed at this electronic link:  
<http://iam.tstc.edu/users/cop/COP9.16-01-13-03.pdf>

# EEC Office Carpet 2013

## SECTION 4 PROPOSAL CONTENTS

### 4.0 **SCOPE OF WORK**

#### Demo.

1. Remove all existing carpet and rubber base in EEC Office area. Contractor shall take care in removing base so as not to damage the wall finish.
2. All debris resulting from this project will be removed off campus by the contractor to a licensed landfill.

#### Construction

1. Contractor shall furnish and install 2'x2' carpet tiles and rubber base according to manufacturer's specifications.
2. The carpet is to be SHAW brand, style is Channel Stitch, and color is to be Raffia.
3. Rubber base is to be Burke Mercer ½" rubber base and color is Ginger.
4. Contractor shall be required to move all office furniture for carpet installation. This will also include boxes that been used to temporarily store items from book cases, etc.
5. All cubicles, boxes and what items were moved by contractor for installation of carpet and base shall be put back in the same location they were initially.
6. Contact Project Manager Mike Ratliff @ 254-652-0064 with any questions about this proposal.

#### General Notes:

1. Project Completion Date: as set forth in section 3.9 of this RFP
2. Working hours for this project are from 7:00 AM to 6:00 PM Central Standard Time.
3. Contractor and their employees shall wear a visible photo I.D. at all times they are on TSTC Campus.
4. All debris removal and cost of disposal shall be the responsibility of the contractor. All debris removal shall be off campus.
5. Contractor shall clean trash, debris, and sweep work area daily.
6. No radios, MP3s, etc.
7. Proper work attire will be maintained by contractor's employees and sub-contractors.
8. If at any time there is a discrepancy with the regulations in these notes then TSTC project manager will make final decision.

### 4.1 **PLANS AND SPECIFICATIONS**

#### Specifications:

1. SHAW- Channel Stitch, color Raffia
2. Burke Mercer 4 ½" rubber floor base "Ginger"



## EEC Office Carpet 2013

### 4.2 **WARRANTY**

Contractor shall issue a one year warranty to TSTC for all labor and material used during this project. This warranty will begin on date of completion of project as signed off by TSTC Project manager.

### 4.3 **SCHEDULE**

A pre-bid conference will be held at the TSTC Waco Patterson Hall, Facilities Planning and Construction Room 118 conference room located at 103 10<sup>th</sup> St. on the TSTC Waco campus on **Thursday Feb. 14, 2013 at 10:00 AM**. Project Manager Mike Ratliff will preside over the meeting.

All work shall be completed as per Section 3.9

## **General Terms and Conditions**

### 1. **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.

### 2. **Contract Term**

The contract performance period shall be for the purpose of completion of this project, unless otherwise extended or terminated by TSTC in accordance with the terms and conditions of this contract. All contract renewals or extension may be subject to approval by authorized personnel of TSTC. Contract renewals or extensions may be made ONLY by written agreement between the College and the Proposer and are subject to approval by authorized personnel of TSTC.

### 3. **Submitted Responsive Documents**

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.

### 4. **Interpretation, Jurisdiction and Venue**

This contract will be governed and be interpreted by the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any claim or dispute involving the resulting contract or the services provided there under, shall lie in a court of competent jurisdiction in McLennan County, Texas.

## EEC Office Carpet 2013

### 5. 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.

### 6. Taxes

TSTC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code.

### 7. 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.

### 8. 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.

### 9. Insurance Requirements

Contractor must comply with *Texas State Technical College 2011 Uniform General and Supplementary Conditions* insurance requirements.

### 10. 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.

### 11. Audit of Records

State Auditor's Office. Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

## EEC Office Carpet 2013

### **12. Notices**

All notices of change orders, amendments, modifications, or alterations hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

Texas State Technical College	Contractor
Attn: Mike Ratliff, Project Manager	
3801 Campus Dr.	
Waco, TX 76705	
(254) 867-3703	

### **13. Entire Agreement**

This RFP, The contract, the Texas State Technical College 2012 Uniform General and Supplementary Conditions and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials provided and supersede all prior agreements, oral or written and all other communications between the parties relating to the subject matter. This agreement may not be amended or modified, except by mutual written agreement between the parties.

### **14. 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.

### **15. 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.

### **16. Dispute Resolution**

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used by TSTC and the Proposer to attempt to resolve any claim for breach of contract made by the Proposer.

**17. Representations and Warranties by Contractor.** If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all

## EEC Office Carpet 2013

necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

- 18. Tax Certification.** If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, then Contractor certifies that it is not currently delinquent in the payment of any taxes due under such Chapter, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 19. Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 20. Products and Materials Produced in Texas.** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, Contractor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 21. Fees & Payment Terms.** Notwithstanding any term or condition in the Agreement to the contrary, all invoices shall be payable to Contractor within thirty (30) days after TSTC's receipt of invoice and delivery of the Product or Services in accordance with the Texas Prompt Payment Act, currently codified in Section 2251.021(a), *Texas Government Code*. Interest shall be payable by TSTC on all past due amounts at the rate specified in Section 2251.025(b) of such Code. Notwithstanding anything to the contrary, Contractor understands and acknowledges that TSTC's payment processes are stipulated by the Texas Prompt Payment Act, and nothing in the Agreement shall be construed to prevent or restrict TSTC from full compliance with such Act.
- 22. Eligibility Certification.** Pursuant to Sections 2155.004 and 2155.006, *Texas Government Code*, Contractor certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 23. Texas Family Code Child Support Certification.** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

## EEC Office Carpet 2013

- 24. Limitations.** The Parties are aware that there may be constitutional and statutory limitations on the authority of TSTC (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on TSTC's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TSTC except to the extent authorized by the laws and Constitution of the State of Texas.
- 25. Texas Public Information Act.** Notwithstanding any provisions of this Agreement to the contrary, the Contractor understands that TSTC will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TSTC agrees to notify Contractor within twenty-four (24) hours of receipt of a request for information related to Contractor's work under this Agreement. The Contractor will cooperate with TSTC in the production of documents responsive to the request. The Contractor may request that TSTC seek an opinion from the Attorney General of the State of Texas. However, TSTC will not honor Contractor's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, the Contractor will notify TSTC General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in conducting this Agreement. This Agreement and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Agreement may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

EEC Office Carpet 2013

PROPOSAL FORM

Proposers Company Name: \_\_\_\_\_

Request for Proposal: **RFP # 201314** Titled: "EEC Office Carpet 2013"

LUMP SUM PROPOSAL

(Written) \_\_\_\_\_ \$ \_\_\_\_\_

ADDENDUMS ACKNOWLEDGED: \_\_\_\_\_  
(if applicable)

RESPECTFULLY SUBMITTED:

Authorized Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Name of Contracting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax and Email Address: \_\_\_\_\_

Proposer's Corporate Charter No.: \_\_\_\_\_

If a Corporation, attest and affix a Corporate Seal: \_\_\_\_\_

by: \_\_\_\_\_

The undersigned, in accordance with you invitation for Proposal have examined the Project Documents, Specifications, all Addenda, and the site conditions of the proposed work; and being familiar with all of the conditions surrounding construction of the proposed project and having conducted all inquiries, tests, and investigations deemed necessary and proper, hereby proposes to furnish all labor, insurance, materials, machinery, tools, supplies, and equipment to perform all work required for the project.

The proposer acknowledges by his signature:

- Proposer has received, read, and understands the proposal documents, and his proposal is made in accordance therewith.
- Proposer is in agreement to:
  - Hold-open his proposal for sixty (60) days from date of proposal opening
  - Accept a purchase order as "Notice to Proceed", if awarded on the basis of this proposal
  - Comply with the schedule provided
- These proposals are submitted with a declaration that no employee of the Owner has a financial or beneficial interest in this transaction.

EEC Office Carpet 2013

Texas Family Code Compliance Requirement:

Firm Owner(s), Partners, Sole Proprietors, Share Holder(s)  
of twenty-five percent (25%) interest:

Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
Type Written

\_\_\_\_\_ SSN: \_\_\_\_\_

\_\_\_\_\_ SSN: \_\_\_\_\_

\_\_\_\_\_ SSN: \_\_\_\_\_

(Proposer may use bottom of page if necessary.)

REQUIRED BONDS:

Refer to Texas State Technical College 2011 Uniform General and Supplementary Conditions.

Exhibit E: HUB Subcontracting Plan

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# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 1 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

**- - Agency Special Instructions/Additional Requirements - -**

**SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION**

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Solicitation #: \_\_\_\_\_

**SECTION 2 - SUBCONTRACTING INTENTIONS**

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 1 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.  
 (If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.  
 (If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
( #1) -	(#11) -
( #2) -	(#12) -
( #3) -	(#13) -
( #4) -	(#14) -
( #5) -	(#15) -
( #6) -	(#16) -
( #7) -	(#17) -
( #8) -	(#18) -
( #9) -	(#19) -
(#10) -	(#20) -

\*If you have more than twenty subcontracting opportunities, a continuation page is available at [http://www.window.state.tx.us/procurement/prog/hub/hub-forms/hsp\\_sep06\\_cont1.doc](http://www.window.state.tx.us/procurement/prog/hub/hub-forms/hsp_sep06_cont1.doc)



# EEC Office Carpet 2013

Enter your company's name here: \_\_\_\_\_ Solicitation #: \_\_\_\_\_

**IMPORTANT:** You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at [http://www.window.state.tx.us/procurement/prog/hub/hub-forms/hsp\\_sep06\\_cont2.doc](http://www.window.state.tx.us/procurement/prog/hub/hub-forms/hsp_sep06_cont2.doc).

**SECTION 3 - SUBCONTRACTING OPPORTUNITY**

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION 4 - MENTOR-PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.)  - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

**SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY**

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.)  - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

*In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.*

**SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/hub/minoritywomenbuslinks.html>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

**SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY**

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

**SECTION 8 - SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	____%	____\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	____\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

\*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:  
 \_\_\_\_\_  
 \_\_\_\_\_

# EEC Office Carpet 2013

Enter your company's name here: \_\_\_\_\_ Solicitation #: \_\_\_\_\_

## SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- **Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- **No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

## SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date