

Request for Proposal for



Auto Collision and Management (ACM) Paint Mixing
Rooms, Paint Materials, Training & Support

RFP No: 201417

Date Due: July 30, 2014 @ 3:00 p.m. CST

TEXAS STATE TECHNICAL COLLEGE WACO

REQUEST FOR PROPOSAL (RFP)

**AUTO COLLISION & MANAGEMENT (ACM) PAINT MIXING ROOMS,
PAINT MATERIALS, TRAINING & SUPPORT**

OPENING DATE: July 30, 2014 @ 3:00 p.m. CST

ALL ITEMS STATED IN THIS RFP APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

IF YOUR FIRM INTENDS TO SUBMIT A BID FOR THIS RFP, PLEASE COMPLETE THE INFORMATION BELOW AND FAX THIS SHEET TO 254-867-3792 AS SOON AS POSSIBLE.

The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided below. If this number is not known:

1. Enter your Federal Employer's Identification Number,
2. Sole owner should also enter Social Security Number.

Proposer Name: _____

Payee ID Number: _____

Company Name: _____

Address: _____

City-State-Zip: _____

Phone Number: _____

Signature: _____

Please Return your sealed RFP package to –

MAIL PROPOSALS TO:

**TEXAS STATE TECHNICAL COLLEGE
ATTN: Melissa Warren, CTP
PROCUREMENT SERVICES
RFP No: 201417
3801 Campus Drive
Waco, TX 76705**

HAND DELIVER PROPOSALS TO:

**TEXAS STATE TECHNICAL COLLEGE
ATTN: Melissa Warren, CTP
PROCUREMENT SERVICES
RFP No: 201417
103 10th St. (on campus address only)
Waco, TX 76705**

General Information

Texas State Technical College (TSTC) was established in 1965 as the James Connally Technical Institute (JCTI) of Texas A & M University to meet the state's evolving workforce needs. This college was located in Central Texas at the former James Connally Air Force Base in Waco. At the time, Governor John Connally predicted that it would be "the most sophisticated technical-vocational institute in the country."

In 1967, JCTI expanded to include a South Texas campus in Harlingen. In 1969, the colleges separated from Texas A & M University and became an independent state system, with the name Texas State Technical Institute (TSTI) and its own Board of Regents. Additional campuses were created in 1970 in Amarillo in the Panhandle of Texas and in Sweetwater in West Texas. As the demand for quality technical education continued to grow, extension centers were established in McAllen (1983), Abilene (1985), Breckenridge (1989), Brownwood (1991), and Marshall (1991). In 1991, TSTI was renamed Texas State Technical College (TSTC). In 1999, the extension center in Marshall became an independent college of the system.

Today, the Texas State Technical College System includes four colleges: TSTC Harlingen, TSTC Marshall, TSTC Waco, and TSTC West Texas, which has campuses in Abilene, Breckenridge, Brownwood, and Sweetwater. More than 15,000 students attend TSTC in credit programs alone.

TSTC is the only state-supported technical college system in Texas. With a statewide role and mission, TSTC is efficiently and effectively helping Texas meet the high-tech challenges of today's global economy, in partnership with business and industry, government agencies, and other educational institutions. TSTC has high graduation rates, exceptional postgraduate success rates, and an outstanding record in graduating individuals from diverse cultural and socioeconomic backgrounds.

Among TSTC's strengths are its emphasis on "learning by thinking and doing" and its strong relationships with business, and industry, state-of-the-art laboratories, residential campuses, and student-centered philosophy.

Enrollment was 4,287 in Fall 2012, 3,807 in Spring 2013 and 2,711 Summer 2013 for a total of 10,805. TSTC Waco employed about 750 employees for FY 2013.

Financial Statement balances for FY 2013 are:

FY 2013 Total Assets \$113,486,642, Total Liabilities \$67,726,092 and Total Net Position \$45,760,550.

FY 2013 Total Operating Revenues \$29,939,245, Total Operating Expenses \$70,891,235, Total Net Non-operating Revenues (Expenses) \$41,070,068, Total Other Revenue (Expenses) Gains/(Losses) & Transfers (\$1,252,218) and Total Change in Net Position (\$1,134,139).

Purpose of Solicitation

Texas State Technical College Waco (hereinafter "TSTC") is soliciting proposals from qualified firms to obtain the goods and services as follows for the Auto Collision & Management (hereinafter "ACM") Program:

1. Liquid Paint Materials
 - a. Training and Skill Development
 - b. Live Projects
2. Mixing Rooms
 - a. Intermix system
 - b. Computer Hardware and Software
3. Training
 - a. Instructor
 - b. Student
4. Support
 - a. Technical/Product
 - b. Program

Proposal Bid finalists will be expected to meet the requirements specified in this Request for Proposal (hereinafter referred to as "RFP") document.

Successful Proposers will be required to conform to all federal and state regulations including, but not limited to Texas, as they apply to the services provided.

Scope of Work

The scope of services you propose must include the following:

1. Liquid Materials

The ACM program requests a published price schedule for purchasing paint materials during the next three fiscal years with option for two additional one-year renewals. This price schedule will need to meet two different performance expectations - Training and Skill Development, and Live Project Training.

A. Training and Skill Development

The first price schedule will be for an economical system of material that will be used for the initial introduction to automotive refinishing. The system will include surface cleaners, epoxy and self-etching primers, surfacers, sealers, basecoats, single stage, clearcoats and any hardeners, reducers or additives that are required for proper use of the system.

The designed use of a manufactures system to repair refinished panels and bare substrates like steel, aluminum and plastic will be stressed in the introduction classes and will continue through program completion.

The materials for training and skill development will be used on controlled, repetitive projects.

Our projected amounts of training materials for the next year are:

- 10 gallons Self-Etch Primer
- 16 gallons Epoxy Primer
- 39 gallons Surfacer
- 48 gallons Sealer
- 113 gallons Basecoat
- 3 gallons Single Stage
- 132 gallons Clearcoat
- 17 gallons Wax and Grease Remover
- 2 gallons Flexed Surfacer
- 2 gallons Flexed Sealer
- 2 gallons Flexed Clear

These amounts are based on an average of student numbers from the past three years and their usage on controlled projects. We have made conservative estimates for re-dos when the quality of the objective was not met.

All products are listed as Ready to Spray.

B. Live Project Training

The second price schedule will be for a system of refinishing products that meet current industry standards for a main stream collision repair facility. These products will be used on actual vehicles that will be put back on the road. The ACM program takes in a limited amount of customer repair work that meets the objective requirements of our program and we currently have total loss vehicles that are donated for repair and resale.

The student will be expected to use these products in a manner consistent with expectations found in a repair facility. Best practices for use and preparation to meet lifetime warranty requirements, cycle time, amounts usage and product selection for leading edge technology that meets current and projected emissions rules for all areas in Texas will be stressed.

Our projected usage of these products is 10-15 partial refinish repairs per year.

2. MIXING ROOMS

The ACM program has three different mixing rooms that support five paint booths in two different buildings.

The bid should include setting up these three mixing rooms to meet industry standards in a main stream collision repair facility. The mixing rooms should be set up to allow the student to learn in an environment that meets and exceeds expectations of the industry.

The minimum equipment in each room should be toner mixing banks, a computer and scale, and software to record color retrieval, variant selection, material usage, job costing, VOC usage, inventory and access to updated product technical bulletins.

All three mixing rooms will need to be networked, if not internet-based.

The bid will include hardware, software, updates and any required instructor training for the initial three-year period.

3. TRAINING

The ACM program is National Automotive Technicians Education Foundation ("NATEF") certified and teaches Inter-Industry Conference on Auto Collision Repair ("ICAR") curriculum. The NATEF Certification requires continued training of instructors and each student is eligible for ICAR certification upon program completion.

The bid should include the initial training of instructors for the products, mixing room equipment and software so that the instructors can begin training the students.

INSTRUCTOR

The NATEF certification requires each instructor to maintain 20 hours of continuing education each year. The bid will include availability of training to aid in meeting those yearly requirements. Training subjects include but are not limited to paint product, best practices, color theory, shop management, custom paint applications and equipment and supplies that are related to automotive refinishing.

STUDENT

The proposal should include student training that meets ICAR Pro-Level III Refinishing requirements. This training will be offered to active students in the final semester of their degree plan. Each student is expected to pay for the ICAR certifications for which they are eligible, including the refinishing training. Currently the cost to each student for the paint company refinishing class is \$250.00. This training will be provided on the TSTC Waco campus.

4. SUPPORT

Technical/Product

The bid should include company contact information that the ACM program can rely on for product usage issues and problem solving. Prompt, professional responses will be expected to inquiries from the ACM instructors and staff.

The bid should include detailed information concerning the ownership and upkeep of all equipment included in the bid. This information should address the maintenance, repair and replacement responsibilities for hardware, software, mixing room equipment, mixing bank toner set up and any other equipment included in the bid.

Program

The Automotive Collision Repair program at Texas State Technical College Waco recognizes that our customers and yours are one and the same. We both need collision repair facilities to seek out and use our products. Our most important priority in this proposal process is to develop a relationship that is a partnership, which both meets and exceeds our customers' expectations:

A willingness to visit our classes while in progress, like you would in a shop

Introduction of new or changed products to show us something new or innovative within your company or another company that supports the use of your products

Suggest and help coordinate additional training opportunities through other suppliers that will help us remain up-to-date in products for panel prep, masking, corrosion protection, final detailing, personal protection, tools and equipment.

As we move forward, there are plans to develop an Associate's Degree in Automotive Refinishing and an Associate's Degree in Automotive Collision Repair. Currently there is only an Associate's degree in Automotive Collision repair that includes both body and refinishing. We will need to rely tremendously on industry input as the curriculum in the final semester of both degrees will include management expectations such as cycle time, touch time, blueprinting, materials stewardship, personal safety and replacement parts acquisition. The idea is to make the final semester a realistic transitional semester into the job market.

Your proposal should include a written statement of your company's vision and expectations of how a partnership with TSTC Waco will benefit your company. Please include specifics in your statement. As your potential partner, TSTC Waco cannot work to meet your needs if we are not aware of them.

Requirements for Proposals

Proposals shall be prepared simply and economically, providing a description of the proposer's capabilities to satisfy the requirements of the solicitation. Emphasis should be on completeness and clarity of content.

Each proposal shall be labeled in such a manner that each and every page will be identifiable as to the proposer's name.

Proposals shall include the following information:

1. Transmittal letter

The transmittal letter shall be submitted on letterhead and signed by an individual authorized to legally bind the proposer. It shall include:

- 1.1 a statement acknowledging any addenda issued for this RFP. Addenda are posted on the *Electronic State Business Daily* website (<https://esbd.cpa.state.tx.us/>) by TSTC;
- 1.2 a statement accepting financial responsibility for any expenses incurred in the preparation of the proposal, including travel expenses for oral presentations (if required), and candidate interviews; and,
- 1.3 a statement regarding any deviations from, or exceptions to, this RFP, and justification for the deviation or exception to the RFP. A response that takes exception to any mandatory item in this RFP may be rejected and may not be considered for award.

2. Firm ownership and organization.

State the firm name. Give the firm's principal address and the satellite office(s) from which services under this contract will be conducted. Provide the names of contact persons principally responsible for this account, their phone numbers and office addresses. Provide the number of years the firm has been in business, and the number of years the firm has been in business at its principal address. Identify parent company if you are a subsidiary.

3. Litigation

- 3.1 Is your firm a party, in any capacity, to any current, actual or pending litigation? If yes, provide the details of the litigation and explain in detail.
- 3.2 Within the last six years, has your firm, any predecessor of your firm, or any member of your firm been the subject of any stop order, consent decree, censure, reprimand, or any other disciplinary action? If yes, explain in detail.

4. Proposal Content

All items listed in the Scope of Work outlined above.

5. References

Respondents must provide three (3) references for which similar services are currently being performed or have been performed. References must include the name of the company/entity, length of service, contact person, and present address and phone number. References may be checked by TSTC prior to recommendation for award. (See Exhibit A, References)

6. Execution of Offer

Please review and sign the Execution of Offer beginning on the next page and submit this document along with your proposal.

EXECUTION OF OFFER

RFP NO.: 201417 AUTO COLLISION & MANAGEMENT (ACM) PAINT MIXING ROOMS, PAINT MATERIALS, TRAINING & SUPPORT

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

By signature hereon, Proposer represents and warrants that:

1. Proposer acknowledges and agrees that (1) this RFP is a solicitation for proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between Texas State Technical College Waco (College) and Proposer; (3) College has made no representation or warranty, written or oral, that one or more contracts with College will be awarded under this RFP; and Proposer shall bear, as its sole risk and responsibility, any cost which arises from Proposer's preparation of a response to this RFP;
2. Proposer is a reputable company that is lawfully and regularly engaged in providing the services described in the Agreement;
3. Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the services it offers in its proposal;
4. Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
5. Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate;
6. If selected by College, Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any subcontractor, except as expressly provided in the Agreement;
7. If selected by College, Proposer will maintain all appropriate liability and other insurance coverage as required by the Agreement during the term thereof;
8. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that College will rely on such statements, information and representations in selecting the Contractor. If selected by College, Proposer will notify the College immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information;

9. Proposer shall defend, indemnify, and hold harmless Texas State Technical College Waco, the State of Texas, and all of their regents, officers, agents and employees, from and against all claims, actions, suits, demands, costs (including, but not limited to reasonable attorneys' fees), damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP;
10. Any payments due to Proposer under any contract or agreement resulting from this RFP will be applied to any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
11. By signature hereon, Proposer offers and agrees to furnish the products and services more particularly described in its proposal to College and comply with all terms, conditions, requirements and specifications set forth in this RFP;
12. By signature hereon, Proposer affirms that it has not given or offered to give, nor does Proposer intend 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 its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at the College;
13. By signature hereon, a corporate Proposer 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 Proposer is exempt from the payment of such taxes, or that the corporate Proposer is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at College's option, may result in termination of any resulting contract;
14. By signature hereon, the Proposer hereby certifies that neither the Proposer nor any firm, corporation, partnership or institution represented by the Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business;
15. By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal;

16. By signature hereon, Proposer certifies as follows:
"Under Section 231.006, Texas Family Code, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate;"
17. By signature hereon, Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint ventures of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any College component, on the other hand, other than the relationships which have been previously disclosed to College in writing and (ii) Proposer has not been an employee of any College component within the immediate twelve (12) months prior to the Submittal Deadline. All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before College enters into a contract with Proposer;
18. By signature hereon, Proposer affirms that no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP, in accordance with Section 2155.004, Texas Government Code;
19. By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
20. By signature hereon, Proposer represents and warrants that all products and services offered to College in response to this RFP meet or exceed all applicable 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 RFP;
21. Proposer shall and has disclosed, as part of its proposal, any exceptions to the certifications stated in the Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time College makes an award or enters into any contract or agreement with Proposer;
22. By signature hereon, Proposer acknowledges that the College makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in the College's best interest;

23. Vendors may withdraw their proposals at any time prior to the deadline for receipt of proposals. To withdraw, Vendor must submit a written withdrawal request signed by its authorized representative(s) addressed to the Texas State Technical College Waco Procurement Officer named in this RFP;
24. The College may, in its sole discretion, respond in writing to written inquiries concerning this RFP and transmit its response as an Addendum to all parties recorded by the College as having received a copy of this RFP. **College will consider written questions until July 22, 2014 @ 5:00 p.m. for the RFP from potential Proposers.** Only the College's responses that are made by formal written Addenda shall be binding on College. Verbal and other written interpretations or clarifications shall be without legal effect. All Addenda issued by the College prior to the Submittal Deadline are incorporated as part of this RFP for all purposes.

Proposer must acknowledge all Addenda by completing, signing and returning the Addenda if issued. The Addenda(s) must be received prior to the Submittal Deadline or accompany the Proposer's proposal;
25. Any interested party that receives this RFP by means other than directly from the College is responsible for notifying the College that it has an RFP package, and shall provide to the College such party's name, address, telephone number, e-mail address, and FAX number, in the event that College issues Addenda to this RFP;
26. 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.
27. The vendor agrees to protect TSTC from claims involving infringement of patents or copyrights as related to the proposed contract.
28. 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).
29. Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid. 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.
30. Changes in the law that may be enacted by the State or Federal Legislature, in session, could alter the scope of requirements as stated in this document. Proposals should conform to all statutes in effect at the time of proposal opening.

31. Proposer shall complete the following information:

Proposer's FEI Number: _____

If Proposer is a Sole Proprietorship, then SS Number: _____

If Proposer is a Corporation, then the State of Incorporation: _____

If Proposer is a Corporation, then Proposer's Corporate Charter Number: _____

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Execution of Offer Signature Page

Submitted and Certified By:

(Proposer's Entity Name)

(Signature of Duly Authorized Representative)

—

(Printed Name and Title of Representative)

Date

(Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

Format for Response

General Instructions

1. Response shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
2. Response shall be as concise as possible while maintaining completeness.
3. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete responses will be considered non-responsive and subject to rejection.
4. Responses shall consist of answers to questions in the RFP under "Requirements for Proposals" plus other required documents. It is not necessary to repeat the question. However, it is essential to reference the question number with the corresponding answer.
5. **Immediately below the return address on your SEALED BID ENVELOPE, annotate the bid opening date and requisition number for identification purposes.**
6. Failure to comply with all requirements contained in this Request for Proposal may result in rejection.

Page Size and Binding

1. Qualifications shall be printed on letter-size (8-1/2" x 11") paper.
2. Additional attachments shall NOT be included. Only the responses provided by the respondent to the information identified of this RFP will be used by the Owner for evaluation.

Evaluation of Proposals

An evaluation team made up of individuals from TSTC Waco will evaluate the proposals and submit a recommendation for final approval.

Any response that takes exception to any mandatory item(s) in this Proposal process may be rejected and not considered. Any response to the RFP that does not include a response to all the required information may be rejected and not considered. A notation of "Not applicable" as appropriate will be considered a valid response.

Proposals will be evaluated using the criteria listed below:

Mixing Room Equipment – 20%

Liquid Materials – 20%

Training – 25%

Support – 35%

The TSTC Waco Purchasing Department reserves the right to contact any proposer, at any time, to clarify, verify or request information with regard to any proposal.

TSTC Waco reserves the right to reject any and all proposals and to accept the proposal TSTC Waco considers most advantageous. Acceptance of a proposal will be based on the total package of services offered by the proposer.

Term of Service

The contract for services shall be for 3 years, with two 1-year renewals. The contract is subject to cancellation, without penalty, either in whole or in part, if funds are not available during the term of the contract. TSTC Waco reserves the right to cancel contract during the year (at any time) if proposer is not in compliance with the terms of the contract. The contract may be canceled by either party with a 30 day written notice.

Schedule of Events

Texas State Technical College Waco reserves the right to change the dates shown below upon written notification.

<u>EVENT</u>	<u>DATE/TIME</u>
Issue of Bid	July 14, 2014 (Monday)
Deadline for Questions	July 22, 2014 5:00PM (Tuesday)
Submission of RFP	July 30, 2014 3:00PM (Wednesday)
Estimated Date of Award	August 8, 2014 (Friday)
Estimated Date Service Will Begin	ASAP after award

College Contacts

Any questions or concerns regarding this Request for Proposal shall be directed in writing, preferably via e-mail. College specifically requests that Proposers restrict all contact and questions regarding this RFP to the named individual.

Melissa Warren, CTP
Director of Procurement Services
Texas State Technical College Waco
Procurement Services
3801 Campus Drive
Waco, TX 76705

RFP DEADLINE AND LOCATION

Proposers will submit three (3) copies of the proposal, with one (1) clearly marked "Original." **The proposals must be received no later than Wednesday, July 30, 2014, at 3:00 p.m. CST, at the TSTC Waco Procurement Services Department.** Proposals received after the deadline will not be considered.

Please Return your SEALED RFP package to –

MAIL PROPOSALS TO:HAND DELIVER PROPOSALS TO:

TEXAS STATE TECHNICAL COLLEGE	TEXAS STATE TECHNICAL COLLEGE
ATTN: Melissa Warren, CTP	ATTN: Melissa Warren, CTP
PROCUREMENT SERVICES	PROCUREMENT SERVICES
RFP No: 201417	RFP No: 201417
3801 Campus Drive	103 10th St. (on campus address only)
Waco, TX 76705	Waco, TX 76705

**Exhibit A
References**

This Exhibit A must be completed and submitted with the proposal. Indicate three (3) references in accordance with RFP.

1. Company Name: _____
Contact Person: _____
Title: _____
Email Address: _____
Phone/Fax Number: _____
Address: _____

2. Company Name: _____
Contact Person: _____
Title: _____
Email Address: _____
Phone/Fax Number: _____
Address: _____

3. Company Name: _____
Contact Person: _____
Title: _____
Email Address: _____
Phone/Fax Number: _____
Address: _____

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into by and between Texas State Technical College Waco, an institution of higher education and an agency of the State of Texas ("TSTC") and [insert legal name of Contractor], a [insert type of business entity—individual, corporation, partnership, non-profit organization, etc.], with its principal place of business at [insert address] ("Contractor").

WHEREAS, on July 14, 2014, TSTC issued a Request for Proposals # 201417, for "Auto Collision and Management (ACM) Paint Mixing Rooms, Paint Materials, Training and Support" ("RFP"); and

WHEREAS, Contractor submitted a Response to Proposal dated [Insert Date received response] ("Proposal") and Contractor was selected to provide Paint Mixing Rooms, Paint Materials, Training and Support

Now, therefore, the parties agree as follows:

I. Scope of Services

- a. This Agreement shall provide for "Auto Collision and Management (ACM) Paint Mixing Rooms, Paint Materials, Training and Support" ("Services") described in and in the manner required by the following documents, attached to and incorporated as part of this Agreement for all purposes:
 - i. This Agreement
 - ii. Exhibit A: Scope of Services
 - iii. Exhibit B: RFP
 - iv. Exhibit C: Proposal
- b. In case of conflicts between this Agreement and any of the above exhibits, the following shall control in this order of priority:
 - i. This Agreement
 - ii. Exhibit A: Scope of Services
 - iii. Exhibit B: RFP
 - iv. Exhibit C: Proposal

II. Payment for Services

- a. Contractor shall provide invoices to TSTC for Services performed. Invoices must be submitted no later than the 15th day of the month after the Services are completed. Each invoice will be accompanied by documentation that TSTC may reasonably request to support the invoice amount.

- b. Subject to the foregoing, TSTC must make all payments in accordance with the Texas Prompt Payment Act, Gov't Code, Chapter 2251. Payments under this Agreement are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Agreement are contingent upon TSTC receipt of funds appropriated by the Texas Legislature.

III. Term and Termination

- a. This Agreement shall become effective on the date signed by TSTC Purchasing Director, who shall sign after the Contractor signs, and shall terminate not later than [insert date], unless sooner terminated as provided in this Agreement.
- b. TSTC may terminate this Agreement, without cause, upon 30 days written notice to Contractor.
- c. If either party is in default of performance of any material obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within thirty (30) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.
- d. The termination of this Agreement shall not affect any right or remedy that has accrued to either party at the time of termination.
- e. Notwithstanding the termination or expiration of this Agreement, the provisions of this Agreement regarding indemnification, records, right to audit, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of this Agreement.

IV. Licenses, Permits, Taxes, Fees, Laws and Regulations

- a. Contractor warrants that it will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for Contractor's performance of this Agreement.

- b. Contractor will be responsible for the payment of all taxes, excises, fees, payroll deductions, employee benefits (if any), fines, penalties or other payments required by federal, state, or local law or regulation in connection with Contractor's performance of this Agreement.
- c. Contractor will comply with, and will be responsible for requiring its officers and employees to comply with, all applicable federal, state, and local laws and regulations, and the rules and regulations of TSTC.
- d. Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to perform this job in the manner required by this Agreement.

V. Confidential Information

- a. 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 this Agreement 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.
- b. 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.
- c. The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.
- d. TSTC strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General, with respect to disclosure of public information under the *Texas Public Information Act*, Chapter 552, *Texas Government Code*.

VI. Independent Contractor

- a. For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of TSTC. Contractor will not bind nor attempt to bind TSTC to any Agreement or contract. As an independent contractor, Contractor is solely

responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance.

VII. Indemnification

- a. CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS TSTC, THE TSTC SYSTEM, ITS RESPECTIVE REGENTS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, AND JUDGMENTS FOR TAXES, LICENSE FEES, EXCISES, FINES, AND PENALTIES; FOR SUPPLIES, SERVICES, OR MERCHANDISE PURCHASED BY CONTRACTOR; FOR WAGES AND FRINGE BENEFITS OF CONTRACTOR'S EMPLOYEES; AND FOR INJURY OR DEATH OF ANY PERSON OR DAMAGE TO PROPERTY THAT RESULT DIRECTLY OR INDIRECTLY FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR OR ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTOR'S IN THE PERFORMANCE OF THIS AGREEMENT.

VIII. Insurance

- a. Contractor will obtain and maintain in force for the duration of this Agreement and any extensions thereof, at Contractor's sole expense, and to cause its agents, suppliers and permitted subcontractors (if any) to maintain at their sole expense, the following insurance coverages for the duration of this Agreement, in at least the amounts specified:
 - i. Workers Compensation: Statutory Limits
 - ii. Employer's Liability: \$1,000,000 per accident and employee
 - iii. Commercial General Liability (including contractual liability): \$2,000,000 per occurrence
 - iv. Product/Completed Ops: \$2,000,000 aggregate
 - v. Auto Liability: \$1,000,000 combined single limit
 - vi. All other insurance required by state or federal law
- b. All policies (except Workers' Compensation) shall name TSTC as an Additional Insured. A Waiver of Subrogation in favor of TSTC and thirty (30) day notice of cancellation is required on all policies. Certificates of insurance verifying the foregoing requirements shall be provided to TSTC prior to commencement of any services under this Agreement. If a policy contains deductible provisions, Contractor shall be responsible for payment of the deductible amount for any claim(s) or the pursuit of any claim(s) or asserted claim(s) against TSTC, its agents, employees or representatives.
- c. CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT TSTC DOES NOT MAINTAIN AND WILL NOT OBTAIN INSURANCE OF ANY TYPE TO PROTECT CONTRACTOR AGAINST ANY LOSS, DAMAGE OR INJURY THAT

MAY IN ANY WAY RESULT FROM CONTRACTOR'S PERFORMANCE OF THE SERVICES.

IX. Alternative Dispute Resolution

- a. To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by TSTC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:
 - i. Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to TSTC in accordance with the notice provisions in this Agreement. Contractor's notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that TSTC allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of TSTC, or such other officer of TSTC as may be designated from time to time by TSTC by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.
 - ii. If the parties are unable to resolve their disputes under subparagraph (a) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by TSTC.
 - iii. Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by TSTC nor any other conduct, action or inaction of any representative of TSTC relating to this Agreement constitutes or is intended to constitute a waiver of TSTC's or the state's sovereign immunity to suit and (ii) TSTC has not waived its right to seek redress in the courts.
- b. The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

- c. TSTC and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

X. Purchasing Terms and Conditions

- a. 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 necessary approvals to execute and deliver the Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.
- b. 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.
- c. 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 Contract 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.
- d. State Auditor's Office. Contractor understands that acceptance of funds under the Contract 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), 73.115(c) and 74.008(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.
- e. Fees & Payment Terms. Notwithstanding any term or condition in the Contract 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 2251.025(b), *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 Contract shall be construed to prevent or restrict TSTC from full compliance with such Act.

- f. Eligibility Certification. Pursuant to Sections 2155.004 and 2155.006, *Texas Government Code*, Contractor certifies that the individual or business entity named in the Contract is not ineligible to receive the award of or payments under the Contract and acknowledges that the Contract may be terminated and payment withheld if these certifications are inaccurate.
- g. 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 Contract and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.
- h. 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.
- i. Loss of Funding. Performance by TSTC under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Texas State Technical College System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then TSTC will issue written notice to Contractor and TSTC may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TSTC.

XI. Other Terms and Conditions

- a. TSTC Marks. All name, logos and symbols of TSTC ("TSTC Marks") are owned by the Board of Regents. No displays or other advertising may state/imply that TSTC endorses a particular Contractor's Goods. Any use of TSTC marks must have prior written approval of TSTC. In specific instances Contractor can reference TSTC by name but only as a customer of Contractor and may appear on Contractor's promotional material or website so long as reference does not endorse Contractor.
- b. Notice. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given at the addresses as listed below. Any party hereto may

change its address for purposes of this paragraph by written notice given in the manner provided above.

If to TSTC: Melissa Warren, Director of Procurement Services
Texas State Technical College
3801 Campus Drive
Waco, Texas 76705

If to Contractor: [Insert Name, Title, Address]

- c. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.
- d. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Contractor and TSTC and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TSTC and Contractor.
- e. Captions. The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.
- f. Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character (“force majeure occurrence”).
- g. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
- h. Governing Law. The Agreement 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.

Duly authorized representatives of the parties have executed and delivered this Agreement to be effective as of the Effective Date.

TSTC

Texas State Technical College

Contractor

[insert legal name of Contractor]

By: _____

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Attached:

Exhibit A: Scope of Services

Exhibit B: RFP

Exhibit C: Proposal

SAMPLE