



REQUEST FOR PROPOSALS

FOR

**Wind Energy and Work at Heights Training Services for TSTC
(Statewide)**

RFP No.: RFP-17-CP-006

Submittal Deadline: Wednesday, August 30, 2017 at 3:00pm CST

Issued: Wednesday, August 9, 2017

NIGP Code(s): 924-16, 924-35, 924-40

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1.0 GENERAL INFORMATION

1.1 Description of TSTC

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

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

1.2 Purpose of the Request for Proposals

TSTC (**TSTC or College**) is soliciting proposals from qualified firms or individuals to provide Wind Energy and Work at Heights training services (**Services**) more specifically described in **Section 2.2 (Scope of Work)** of this Request for Proposal (**RFP**), for all existing TSTC Workforce Training departments statewide. TSTC will select training firms and/or individuals as pre-qualified vendors for the purpose of delivering a variety of training to external audiences that may include private sector employees. Training content must be capable of encompassing TSTC’s Workforce Development policies and procedures and where appropriate, incorporate best practices used in both the public and private sectors. The contract(s) awarded from this solicitation will be for a one-year period with the option to renew for two additional one-year extensions.

1.3 Authority

This solicitation is issued in accordance with the requirements for consulting services by an institution of higher education of the State of Texas as provided in Texas Government Code, Chapter 2254.028(c). Accordingly, the college’s Chief Executive Officer has made a finding of fact that the services to be provided by the contractor selected under this RFP are necessary for the college.

1.4 Submission of Proposal

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

TSTC will receive Proposals until Wednesday, August 30, 2017 at 3:00 p.m. CST. Proposal must be time-stamped by TSTC before the hour and date specified. Proposals that are received late will be returned to the respondent unopened.

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

Carmen N. Perez, CTPM
Texas State Technical College at Harlingen
Service Support Center – Procurement Services
1902 N. Loop 499
Harlingen, Texas 78550

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

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

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

Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud. Proposal cannot be altered or amended after opening time. Proposal cannot be withdrawn after opening time without written approval by TSTC based on a written request to withdraw. By submitting a Proposal in response to this RFP, Respondent acknowledges and accepts the evaluation process and that determination of the “best value” will require subjective judgments by TSTC.

1.5 Questions

All questions regarding this RFP must be submitted in writing to Carmen Perez, Senior Buyer, carmen.perez@tstc.edu, no later than **August 16, 2017 at 11 a.m.** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in its Proposal.

1.6 Key Events Schedule

Issuance of RFP	Wednesday, August 9, 2017
Deadline for Submittal of Questions	Wednesday, August 16, 2017, 11:00 a.m.
Proposal Opening	Wednesday, August 30, 2017, 3:00 p.m.

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1.7 Proposal Evaluation Process

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

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

1.8 Historically Underutilized Businesses Submittal Requirements

It is the policy of TSTC to promote full and equal opportunities for the contracting and subcontracting of Historically Underutilized Businesses (HUB) in accordance with Texas Government Code, Chapter 2161. This Chapter applies to all contracts for the purchase of goods and/or services with an expected value of \$100,000 or more. A HUB Subcontracting Plan Form (Included as Separate Attachment) must be filled out and returned with the Proposal to be considered responsive. **If the Proposal does not include a HUB Subcontracting Plan, it shall be rejected as a material failure to comply with advertised specifications.**

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

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

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

1.9 Subcontracting Approval

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

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

Contractor all of the obligations and responsibilities that Contractor, by the contract between Contractor and TSTC, assumes toward TSTC.

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

1.10 Bidding Requirements

Proposal prices must be firm for TSTC acceptance for 90 days from the submittal due date and the RFP Document Submission shall be irrevocable from the close of the call until acceptance by TSTC or the passage of a period of 90 days, whichever shall occur first.

1.11 No Reimbursement for Costs

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

1.12 Taxes

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

1.13 Reservation of Rights

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

1.14 Texas Public Information Act

All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed. TSTC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

1.15 Equal Opportunity

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

1.16 Accuracy of Information

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

1.17 Contract Award, Initial Term, and Renewal Options

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

The initial contract performance period shall be for a period of one year (starting on or about September 1, 2017 through August 31, 2018), unless otherwise extended or terminated by TSTC in accordance with the terms and conditions of the contract. The Owner shall have the exclusive option to renew this contract for up to two (2) one-year time periods provided funds have been appropriated for the continuation of services. Renewal contract shall commence one (1) day after expiration date of original contract to ensure no interruption of service. The Contractor must be agreeable to renewal under the conditions of this document. All contract renewals or extensions 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. TSTC shall reserve the right to award a contract for all or any of the requirements in this Request for Proposals, to award multiple awards, or to not award any contract, according to what is in the best interest of TSTC.

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

1.18 Compliance with Laws

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

1.19 Termination for Convenience

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

1.20 Termination for Default

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

1.21 Assignment

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

1.22 Ethics Conduct

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

1.23 Drug Policy

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

1.24 Invoices

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

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

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

Invoices shall be submitted by mail to:

Texas State Technical College
Accounts Payable
1902 N. Loop 499
Harlingen, Texas 78550

1.25 Confidential Information

All information owned, possessed or used by TSTC that is communicated to, learned, developed or otherwise acquired by contractor in the performance of services for TSTC, that is not generally known to the public, will be confidential and contractor will not, beginning on the date of first association or communication between TSTC and contractor and continuing throughout the term of the contract and

any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for contractor's own benefit or the benefit of another, any confidential information, unless required by law.

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

1.26 Governing Law

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

1.27 Group Purchasing Authority

Texas law authorizes institutions of higher education (defined by [Section 61.003, Education Code](#)) to use the group purchasing procurement method ([Texas Education Code 51.9335](#)). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that Texas State Technical College is comprised of several campuses across the state of Texas described at <http://www.tstc.edu/about/welcome>. TSTC may routinely evaluate whether a contract resulting from a procurement conducted by one of the campuses might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

2.0 SCOPE OF SERVICES

2.1 Overview

This Scope of Services specifies the minimum requirements for the vendor to provide Wind Energy and Work at Heights *Training Services* as described herein for the College's Workforce Training Departments Statewide. Any additions to or differences from the minimum requirement for the Scope of Service requested shall be clearly identified in the Proposal response. Proposers are advised and cautioned that TSTC will not pay any separate fees or charges above the prices submitted in the proposal.

2.2 Scope of Work

The purpose of this RFP is to solicit proposals from qualified training providers who have the capacity to develop and deliver face-to-face training programs designed to support the skills and knowledge of the areas of Wind Energy Technician, Electrical Line Worker and General Industry Technician or Emergency Response Team personnel where working at heights is a requirement. Texas State Technical College will select training firms (which may also include individuals), as pre-qualified vendors for the purpose of delivery a variety of training to external audiences that may include private sector employees. Training content must be capable of encompassing Texas State Technical College's workforce development policies and procedures and where appropriate, incorporate best practices use in both the Public and Private Sectors.

This procurement is to acquire training services in ***mechanical and electrical training***, on an "as needed" basis ***dependent on successful grant awards from the Texas Workforce Commission***, including but are not limited to:

- Instructor Led Training – Offered in up to an 8 hour per day traditional training format, in various locations around Texas State Technical College.
- Web Based Training and Education Courses – Self paced
- Training Courses- Must be workforce development related designed to enhance the skills and abilities of professionals representing all levels of service delivery from front line to administration.
- Capacity- The successful vendor(s) must describe the capacity to quickly modify its course offerings as changes that State law may require. It is critical that the vendor(s) have the capacity to stay abreast of funding, eligibility, reporting (required data input) and organizational changes that frequently take place at Texas State Technical College and local level. Training must address the most current legal, program and operational requirements and extended delays in making course changes cannot be allowed. Additionally, the ability to adjust content and flow based on course feedback.
- Workforce Instructional Experience- Vendors responding to this RFP must possess experience conducting workforce training relating to State workforce policies with an awareness of Texas's structure. Proposals must include a description of training notifications/invitations. Proposals should also include a description of training materials that will be offered such as pre and post testing options, embedded videos or other multi-media, audio instructions and guided tutorials along with downloadable hard copies.

- Evaluations of Vendor Course Results- Vendor(s) will be evaluated at the end of each course utilizing the format in Attachment H to this RFP.
- Proposals should outline the existing reports available that vendor(s) can provide specific to each course provided. In addition, proposals should offer recommended specific or additional reporting for the purposes of Texas State Technical College evaluating the effectiveness and program modifications to drive future improvement. At a minimum, the proposals should identify reporting capabilities that included:
- Class Registration to include Student Name, Agency, Date Registered, Employee Identification Number.
- Class Participation to include: Student Name, Company/Agency, Date Attended, Date Completed and Pass/Fail results as applicable i.e. compliance training
- Number of Training Hours provided per course
- Teacher/Student Ratio by class/training offered/completed
- Invoicing to include sign in and attendance sheet
- Course/Training Specific Outlines-Proposals should include course descriptions that map to the sample Training areas identified in the RFP. BIDDERS may submit their course catalog but must provide a pointer or identifier to allow easy identification of the following information:

1. Learning Objectives
2. Target Audience
3. Minimum and Maximum class size
4. Course description

Provide qualified instructors when requested by TSTC for:

1. Off-the-Shelf training and/or educational courses that are delivered via an instructor-led (i.e. traditional classroom setting, shop/production floor, training lab or conference/seminar) and/or web-based (i.e. internet/intranet, software packages and computer applications) system.
 - a. Courses shall have a defined course title, length of time (i.e. hours, days, etc.),
 - b. Description of material to be taught (i.e. syllabi, table of contents, etc.)
 - c. Whether materials are included in the price (i.e. books, pamphlets, software, etc.)
2. Customized training services as the result of planning creating, and/or executing a proprietary format and priced as a flat rate or as a **daily rate** using professional labor categories (i.e. Subject Matter Experts (SMEs), Program Managers, Project Managers, Technical Specialist, etc.). Requirements and methodology(ies) to be used should be stated. Bidders do not have to be able to provide everything listed on Appendix A.
3. Wind Energy and Work At Heights Training Courses can be found in Attachment H – Appendix A Training Capabilities Summary.

2.3 Contract Type

The Contract awarded as a result of this solicitation shall be a firm fixed daily price contract. Services will be requested only as needed. TSTC will therefore not guarantee a minimum amount of business to the successful respondent(s).

2.4 Payment Requirements

Proposer shall submit monthly invoices to TSTC for services performed. The invoices must be accompanied by a Time/Work Schedule for each of BIDDERS's employees contributing to hours billed. The Time/Work Schedule shall contain the following information:

1. Trainee sign-in sheets;
2. Name of individual permitting the work;
3. Description of work performed; and
4. Date and number of hours worked per class

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.

2.5 Personnel Requirements

- A. Trainers must be trained and experienced to perform their duties.
- B. Trainers must maintain professional attire and appearance when providing services.
- C. Trainers shall maintain confidentiality on all assignment information.
- D. Trainers shall refrain from engaging in conversation with students, staff or other members of the TSTC, company partner or community that may be personal or intimate in nature.

2.6 TSTC Responsibilities

TSTC hereby agrees to:

- A. Designate a Project Manager and Business Relationship Manager to work in conjunction with BIDDERS's Scheduler and Trainer
- B. Must inform proposer's Scheduler of class changes, location changes and cancellations 14 days in advance to ensure that proposer can deliver the services.

2.7 Contract Administration

John Doshier will be the Contract Manager for this project.

2.8 Change or Addition to Scope of Services

TSTC, without invalidating the contract, may make changes by altering, adding to, or deduction from the Scope of Services at any time during the term of the contract in order to meet current TSTC needs. The Contract pricing shall be adjusted accordingly, upon mutual agreement between TSTC and Contractor. Should TSTC request additional services during the term of the Contract, an agreement to provide these services at the same price as quoted will be understood as included in the Respondent's submission.

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3.0 PROPOSAL FORMAT

The Proposal must be organized in sections in the following format and contain the following information. Respondents should note that elaborate or unnecessary voluminous proposals are not desired.

3.1 Proposal Cover Page

The Proposal Cover Page, Attachment A, should be the first page of your Proposal. The Proposal Cover Page must be signed by a person authorized to sign for Respondent.

3.2 Execution of Offer

The Execution of Offer Page, Attachment B, should be the third section of your Proposal. **The Execution of Offer must be signed by a person authorized to sign for Respondent. Failure to submit a signed Execution of Offer will result in automatic disqualification.**

3.3 Table of Contents

A Table of Contents should be the second section of your Proposal. The Table of Contents shall give page numbers for each section of the Proposal. Number all pages of the Proposal sequentially using Arabic numerals (1, 2, 3, etc.).

3.4 Proposal Contents

Proposer must submit the following information as part of Proposer's proposal:

1. Attachment A - Proposal Cover Page
2. Attachment B - Execution of Offer
3. Table of contents
4. Attachment C - Terms and Conditions
5. Attachment D - Conflict of Interest Questionnaire (if no conflicts, enter None and sign)
6. Proposal detail – describe how the services you propose meet the needs as described in Section 2.2 Scope of Work
7. Attachment E - Respondent Questionnaire
8. Attachment F – Pricing Information
9. Attachment G – Notification of Criminal History
10. Attachment H - Appendix A Training Capabilities Summary

4.0 PROPOSAL SELECTION CRITERIA

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

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

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

Threshold Criteria Not Scored:

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

Scored Criteria:	Points:
Capabilities as a % of the training courses requested	30
Geographic capabilities in Texas (any limitations)	10
Capacity of: <ul style="list-style-type: none">• Hours available for training (8-5 only vs. 24 hours a day)• Number of trainers available• Minimum hiring criteria of Trainers	10
Company experience & history (See Respondent Questionnaire)	10
Training equipment inventory (type & quantity) (See Respondent Questionnaire)	10
Quality of curriculum	20
Price	10
Total	100

5.0 ATTACHMENTS

- Attachment A – Proposal Cover Page
- Attachment B – Execution of Offer
- Attachment C – Terms and Conditions (Respondent's Affirmation)
- Attachment D – Conflict of Interest Questionnaire
- Attachment E – Respondent Questionnaire
- Attachment F – Pricing Information
- Attachment G – Notification of Criminal History
- Attachment H – Appendix A – Training Capabilities Summary

Attachment A - Proposal Cover Page
TEXAS STATE TECHNICAL COLLEGE
Wind Energy and Work at Heights Training Services
RFP No.: RFP-17-CP-006

FIRM NAME: _____

AUTHORIZED REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

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

IF A CORPORATION: State of Incorporation: _____ Respondent's Charter No: _____

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

IDENTIFY EACH PERSON WHO OWNS AT LEAST 25% OF THE RESPONDENT'S BUSINESS ENTITY BY NAME:

_____	_____
_____	_____

Submitted and Certified by:

Name

Title

Authorized Signature

Date

Attachment B – Execution of Offer
TEXAS STATE TECHNICAL COLLEGE
Wind Energy and Work at Heights Training Services
RFP No.: RFP-17-CP-006

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

- A. By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Proposals and is not a contract or an offer to contract; (2) the submission of Proposals by Respondent in response to this RFP will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
- B. By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Proposals, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- C. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.
- D. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- E. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
- F. By signature hereon, Respondent represents and warrants that:
 - 1. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
 - 2. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
 - 3. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

Attachment B – Execution of Offer – Continued
TEXAS STATE TECHNICAL COLLEGE
Wind Energy and Work at Heights Training Services
RFP No.: RFP-17-CP-006

4. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 5. Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
 6. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- G. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposal.
- H. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.
- I. By signature hereon, Respondent certifies as follows:
1. "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, RFP, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
 2. "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this RFP or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
 3. "Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
- J. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State Technical College component, or Respondent has not been an employee of any Texas State Technical College component within the immediate twelve (12) months

Attachment B – Execution of Offer – Continued
Wind Energy and Work at Heights Training Services
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TEXAS STATE TECHNICAL COLLEGE

prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

- K. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 Texas Government Code).
- L. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- M. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- N. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Proposal.
- O. By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposal, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- P. By signature hereon, Respondent certifies that no member of the Board of Regents of Texas State Technical College, or the Executive Officers of Texas State Technical College or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

Attachment B – Execution of Offer – Continued
TEXAS STATE TECHNICAL COLLEGE
Wind Energy and Work at Heights Training Services
RFP No.: RFP-17-CP-006

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification. The undersigned, having carefully examined the scope of services and related documents entitled: ***Wind Energy and Work at Heights Training Services, RFP No.: RFP-17-CP-006***, as prepared by Texas State Technical College as well as all other conditions affecting the cost and/or execution of the work, proposes to complete the work in accordance with said documents of which this proposal is a part, for the cost submitted on Attachment H – Appendix A Training Capabilities Summary.

ACKNOWLEDGEMENT OF ADDENDA

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

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

Submitted and Certified By:

_____		_____	
(Respondent's Name)		(Title)	
_____	_____	_____	
(Street Address)	(City, State, Zip Code)	(Telephone Number)	
_____		_____	
(Authorized Signature)		(Date)	

Attachment C – Terms and Conditions
TEXAS STATE TECHNICAL COLLEGE
Wind Energy and Work at Heights Training Services
RFP No.: RFP-17-CP-006

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

A. BIDDING REQUIREMENTS

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

Enter Federal Employer's Identification Number _____

Sole owner should also enter Social Security Number _____

5. RFP cannot be altered or amended after opening time. Alterations made before opening time should be initialed by proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by TSTC based on an acceptable written reason.
6. TSTC reserves the right to accept or reject any or all proposals, or parts thereof, waive technicalities and negotiate and award the RFP to best serve the interests of the College.
7. Consistent and continued tie bidding could cause rejection of RFP by TSTC and/or investigation for antitrust violations.
8. TSTC shall not be responsible for failure of electronic equipment or operator error. Late illegible, incomplete, or otherwise non-responsive RFP'S will not be considered.

B. TIE BIDS

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

C. AWARD OF CONTRACT

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

D. PAYMENT

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

E. PATENTS OR COPYRIGHTS

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

F. VENDOR ASSIGNMENTS

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

G. BIDDER AFFIRMATION

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

1. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted RFP.
2. Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the RFP made to any competitor or any other person engaged in such line of business.
3. Pursuant to Section 2155.004 Government Code the proposer has not received compensation for participation in the preparation of the specifications for this RFP.
4. Pursuant to Section 231.006(d), Family Code (relating to child support), the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive this specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
5. Under Section 2155.004 Government Code the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

6. The Contractor shall defend, indemnify, and hold harmless TSTC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or commissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
7. Proposer agrees that any payments due under this will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
8. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies proposer will complete the following information in order for the RFP to be evaluated:

Name of Former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Date of Employment with proposer: _____

9. Proposer agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
10. Pursuant to Section 231.006©, Family Code, RFP must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the RFP. Attach name & social security numbers for each person. This information must be provided prior to contract award.

H. NOTE TO PROPOSER

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

I. BEST VALUE CRITERIA

- The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
- The number and scope of conditions attached to the RFP;
- The ability, capacity, and skill of the proposer to perform the contract or provide the service required;
- Whether the proposer can perform the contract or provide the service promptly, or within the time required, without delay or interference;
- The character, responsibility, integrity, reputation, and experience of the proposer;
- Proximity of the proposer's office to the site, and is there a firm principal at the local office, and how much of the design work will be done at the local office;

- Related to the above, how close are the proposer's sub-consultants to the site, and are there firm principals at the local sub-consultants' offices, and how much of the design work will be done at the local sub-consultants' offices;
- The quality of performance of previous contracts or services;
- Any previous or existing noncompliance by the proposer with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information; the sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- The ability of the proposer to provide future maintenance, repair parts, and service for the use of the contract;
- The purchase price;
- Any relevant criteria specifically listed in the RFP or request for proposals.

Signature

Date

Attachment D - Conflict of Interest Questionnaire
If no conflicts, enter "None" on line 3 and sign.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY Date Received
1	Name of person who has a business relationship with local governmental entity. 	
2	<div style="display: flex; align-items: flex-start;"><div style="margin-right: 10px;"><input type="checkbox"/></div><div>Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</div></div>	
3	Name of local government officer with whom filer has employment or business relationship. <div style="text-align: center; margin: 10px 0;"><hr style="width: 30%; margin: 0;"/>Name of Officer</div> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: space-around; margin: 10px 0;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin: 10px 0;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: space-around; margin: 10px 0;"><div><input type="checkbox"/> Yes</div><div><input type="checkbox"/> No</div></div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
4	<div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 60%;"><hr style="width: 80%; margin: 0;"/><div style="text-align: center;">Signature of person doing business with the governmental entity</div></div><div style="width: 35%;"><hr style="width: 80%; margin: 0;"/><div style="text-align: center;">Date</div></div></div>	

Attachment E – Respondent Questionnaire
Texas State Technical College
Wind Energy and Work at Heights Training Services
RFP No.: RFP-17-CP-006

The Respondent recognizes that in selecting a provider of the requested services, TSTC will rely, in part, on the answers provided in response to this Section. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete.

Company Profile:

1. Number of Years in Business: _____
2. Type of Operation: ☐ Individual, ☐ Partnership, ☐ Corporation, ☐ Government
3. Number of Employees: _____
4. Annual Sales Volume: _____
5. Minimum qualifications of trainers: _____
6. Number of Trainers: _____
7. Hours of Day & Days of Week available for training: _____

8. Types and quantity of training equipment owned: _____

9. Geographic training capabilities in Texas. If less than 100% of state, specify # of Workforce Development Areas (WDAs) served and training capabilities in proximity to TSTC campuses.

10. Provide a customer reference list of at least three (3) organizations for which you currently provide services or have provided services of the type and scope requested herein over the past five (5) years. References must include company name, contact person, telephone number and length of business relationship.
11. Provide a sample copy of curriculum for one course.
12. Is your business certified as a Historically Underutilized Business (Small, Minority or Woman-Owned) by the Texas Comptroller of Public Accounts or another state or Federal agency? If yes, include information that confirms certification. _____

Service Questionnaire:

- A. Please provide the name, title and a brief resume of the individual who will assume overall Responsibility for the services to be provided for TSTC.

Attachment E – Respondent Questionnaire - Continued
Texas State Technical College
Wind Energy and Work at Heights Training Services
RFP No.: RFP-17-CP-006

B. Describe your experience in providing services for organizations similar in size to TSTC.

Company Name: _____

Signature of Authorized Representative

Attachment F – PRICING INFORMATION
Texas State Technical College
Wind Energy and Work at Heights Training Services
RFP No.: RFP-17-CP-006

Respondent may enter pricing information below, or on its own form, in accordance with the service requirements contained in this RFP. TSTC will not recognize any charges not specifically stated.

Administrative Fee:	\$ _____
Training Rate: <i>(represents training through instructor-led, delivered on-site via traditional classroom setting, shop/production floor, training lab or conference/seminar)</i>	\$ _____ for normal workday hours (business days) \$ _____ for off-peak hours (holidays, emergencies, weekends)
Training Rate: <i>(represents training through a webbased system; i.e. Internet/Intranet, software packages and computer applications)</i> Cancellation Notice Fees	\$ _____ for normal workday hours (business days) \$ _____ for off-peak hours (holidays, emergencies, weekends) 14 day notice or more: \$ _____ Less than 14 day notice: \$ _____
Travel: (time exceeding the administrative fee)	To be charged separately at the task order level.
Less than _____ day booking rate:	_____

Enter any other applicable charges for providing services: _____

Company/Entity Name: _____

Authorized Signature _____ Date _____

Attachment G – NOTIFICATION OF CRIMINAL HISTORY

Texas State Technical College
Wind Energy and Work at Heights Training Services
RFP No.: RFP-17-CP-006

**THIS FORM MUST BE COMPLETED,
SIGNED, AND RETURNED WITH BID**

State of Texas legislative Bill No. 1 Section 4.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Please check off one box and sign the form in the appropriate space

I, the undersigned agent for the firm named below, certify; that the information concerning notification of felony convictions has been reviewed by me and the information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

☐

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

SIGNATURE OF COMPANY OFFICIAL _____

☐

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

SIGNATURE OF COMPANY OFFICIAL _____

☐

C. My firm is owned and/or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s) _____

Details of Conviction(s) _____

SIGNATURE OF COMPANY OFFICIAL _____

Instructions:

[illegible]

