



REQUEST FOR PROPOSALS

FOR

Air Compressor Preventative Maintenance - TSTC Waco

RFP No.: RFP-18-CA-005 Re-Bid

Submittal Deadline: Thursday, August 23, 2018 at 2:00pm CST

Issued: Thursday, August 09, 2018

NIGP Code(s): 936-08

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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 SACS-COC as a Level 1 institution since 1968. The college is an open enrollment institution with a fulltime equivalent enrollment of approximately 12,000 students. 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 (Hutto).

1.2 Purpose of the Request for Proposals

Texas State Technical College (TSTC) (“Owner”) is soliciting competitive sealed proposals (“Proposals”) from qualified Respondents (“Respondent”) for large air compressor preventative maintenance services more specifically described in **Section 2.0, Scope of Services**.

1.3 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 Tuesday, August 23, 2018, at 2pm 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:**

Charlotte Ables, CTPM
Texas State Technical College
Patterson Hall – Procurement Services
103 10th Street
Waco, Texas 76705

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. TSTC reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the RFP to best serve the interests of TSTC.

1.4 Questions

All questions regarding this RFP must be submitted in writing to Charlotte Ables, Senior Buyer, Procurement Services at charlotte.ables@tstc.edu, no later than **Wednesday, August 15, 2018 at 10 a.m.** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in the Execution of Offer. Addenda will be posted on the ESD website at <http://www.txsmartbuy.com/sp>.

1.5 Key Events Schedule

| | |
|-------------------------------------|--|
| Issuance of RFP | Thursday, August 9, 2018 |
| Deadline for Submittal of Questions | Wednesday, August 15, 2018, 10:00 a.m. |
| Submittal Deadline | Thursday, August 23, 2018, 2:00p.m. |
| Proposal Opening | Thursday, August 23, 2018, 2:00p.m. |
| Evaluation and Award (tentative) | August 24 through August 31, 2018 |

1.6 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. TSTC may select a shortlist of respondents to participate in an 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 ("Respondent"). **TSTC will not negotiate the State of Texas terms and conditions or the Respondent's indemnification of TSTC.** 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.

1.7 Bidding Requirements

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

1.8 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.

1.9 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.

1.10 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.

1.11 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.

1.12 Equal Opportunity

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

1.13 Accuracy of Information

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

1.14 Contract Award, 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 (1) year, from September 1, 2018 through August 31, 2019, unless otherwise extended or terminated by TSTC in accordance with the terms and conditions of this contract. The Contract will be the deciding factor of execution and expiration. The Owner shall have the exclusive option to renew this contract for up to four (4) additional one-year terms, provided funds have been appropriated for the continuation of services. 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.

Initial Year: 9-01-18 to 8-31-19

First Optional Year: 9-1-19 to 8-31-20

Second Optional Year: 9-1-20 to 8-31-21

Third Optional Year: 9-1-20 to 8-31-21

Fourth Optional Year: 9-1-21 to 8-31-22

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. 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.

1.15 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.

1.16 Termination for Convenience

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

1.17 Termination for Default

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

1.18 Assignment

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

1.19 Ethics Conduct

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

1.20 Drug Policy

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

1.21 Invoices

Original invoices must be submitted monthly in connection with all payments. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments:

- Name and address of the Respondent
- Respondent's invoice remittance address
- Purchase order number authorizing the services
- Detailed breakdown of monthly total price for services
- 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 email to wacoinvoice@tstc.edu OR by regular mail to:

Texas State Technical College
Procurement Services

1.22 Insurance

Contractor will obtain and maintain in force for the duration of the contract 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 coverage for the duration of the contract, in at least the amounts specified:

| | | |
|--|-------------------|-------------|
| Workers Compensation: | Statutory Limits | |
| General Liability: | Each occurrence | \$1,000,000 |
| | Personal Injury | \$1,000,000 |
| | General Aggregate | \$2,000,000 |
| | Product Liability | \$1,000,000 |
| | EBL | \$1,000,000 |
| Automobile Liability | Each Accident | \$1,000,000 |
| Umbrella Liability | Each Occurrence | \$2,000,000 |
| Professional Liability | Each Occurrence | \$5,000,000 |
| All other insurance required by state or federal law | | |

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 the contract. 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.

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.

1.23 Indemnification

THE ARCHITECT FOR ITSELF, ITS SUCCESSORS, SERVANTS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SUBCONTRACTORS AND ASSIGNS SHALL AT ALL TIMES INDEMNIFY AND HOLD HARMLESS TSTC, ITS OFFICERS, DIRECTORS, SUCCESSORS, ASSIGNS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, EXPENSES, LEGAL FEES AND DISBURSEMENTS AND OBLIGATIONS OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, IN LAW OR IN EQUITY, WHETHER BASED UPON, OCCASIONED BY, ARISING OUT OF, OR ATTRIBUTABLE TO THE CONTRACTOR'S CONTRACT WITH TSTC OR ANY SERVICES PROVIDED, OR ANY PRIVILEGE GRANTED OR ACTION TAKEN OR THING DONE OR MAINTAINED BY VIRTUE OF THE EXISTENCE OF THE SAID CONTRACT OR THE EXERCISE OF ANY RIGHT ARISING THEREUNDER.

1.24 Alternative Dispute Resolution

To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time ("Chapter 2260"), will be applicable to the Contract 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.

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 Venue; Governing Law

McLennan County or Travis County, Texas, shall be the proper place of venue for suit on or in respect of the resulting contract in regards to this RFP. 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 Loss of Funding

Performance by TSTC under the resulting contract 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 Respondent and TSTC may terminate the Agreement without further duty or obligation hereunder. Respondent acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TSTC.

1.28 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

It is Texas State Technical College's (TSTC) intent to engage a Proposer to provide preventative maintenance services on large air compressors located in various buildings across the TSTC Waco campus. Respondents must submit Proposals for the following Scope of Work which specifies minimum requirements for the Contractor to provide. Any additions to or differences from the minimum requirements for the Scope of Services requested shall be clearly identified in the Proposal response.

Proposers are advised and cautioned that the buyer (TSTC) will not pay any separate fees or charges above the prices submitted in the proposal. Therefore all ancillary charges such as transportation, delivery and handling should be included in the proposal prices.

2.2 Scope of Work

This procurement is for the provision of preventative maintenance services on large air compressors to be performed twice annually, including but not limited to:

- Comprehensive Data Collection Report that uses data point to record, compare, verify, and show trends where applicable.
- Services must be conducted by fully trained and factory authorized Field Technicians.
- Coolant Analysis by industry leading lubricant experts.
- Data review and recommendations from the vendor's technicians when analysis identifies items that need to be addressed.
- Periodic Face to Face meeting with TSTC staff representative to review planned and preventative maintenance, diagnostic reports and discuss any recommended actions.

EQUIPMENT:

| Manufacturer | Model # | Serial # | Annual Hours | Location |
|----------------|-----------------------|-----------|--------------|----------------|
| Ingersoll Rand | R37IE | VL1458U14 | 2000 | ITC Bldg. |
| Ingersoll Rand | UP6-50 TAS | PG3243U14 | 2000 | ITC Bldg. |
| Ingersoll Rand | EP60 – water cooled | CA4332U11 | 2000 | Aerospace |
| Ingersoll Rand | IRN100 – water cooled | NV9248U11 | 2000 | Aerospace |
| Champion | EFC25RCS 25HP | S187016 | 2000 | Fentress Bldg. |
| Champion | EFC99B | S081884 | 2000 | Refinish 1 |
| Champion | 25RCS7EFC25 | S115627 | 2000 | Toyota TTC |
| Ingersoll Rand | EP25-ESP | AN3506U93 | 2000 | Toyota TTC |
| Champion | EFC99-25 | S244898 | 2000 | Auto Collision |
| IR Dryer | NVC600W40N | 524301 | 2000 | Aerospace |
| IR Dryer | NVC300A40N | 550351 | 2000 | Aerospace |

A. Service Requirements

1. Rotary Screw Compressor
 - ✓ Change air & oil filter per Operator's Manual recommendation
 - ✓ Change separator element per Operator's Manual recommendation

- ✓ Change Coolant per coolant analysis recommendation (Typical Life: 8,000 hrs.)
 - ✓ Check cooler condition and blow out as needed (power washing not included)
 - ✓ Check and clean condensate drains as needed
 - ✓ Check condition of belts, adjust tension, and/or change as needed
 - ✓ Lubricate main drive motor and cooling fan motor as needed
 - ✓ Complete a multipoint inspection and document Control Panel Parameter per visit
 - ✓ Review warning shutdown history for any abnormal shutdowns per visit
 - ✓ All parts& lubricants will be disposed in accordance with local, state, and federal OSHA/EPA
 - ✓ Rebuild compressor inlet valve every 16,000 hrs. (oil free fixed speed rotary units only)
 - ✓ Rebuild compressor discharge check valve every 8,000 hrs. (oil free units only)
 - ✓ Rebuild blow down valve every 8,000 hrs. (oil free fixed speed rotary units only)
2. Compressed Air Dryer (service only performed if listed in Equipment table)
- ✓ Perform a multipoint inspection per visit
 - ✓ Check and clean condensate drains as needed
 - ✓ Check condenser coil condition and blow out as needed (power washing not included)
 - ✓ Replace dryer panel filter as needed (refrigerated dryers only)
 - ✓ Inspect Desiccant Dryer per visit (Desiccant changes quotes as additional service)
 - ✓ Replace Desiccant Dryer mufflers annually (Desiccant Dryers only)
3. Accessories (service only performed if listed in Equipment table)
- ✓ Annual replacement of inline filter elements (Note: Desiccant dryer filtration must be listed in Equipment table)
 - ✓ Annual replacement of oil water separator adsorption modules
4. Inspection & Diagnostics
- ✓ Inspection Data Inspection Summary Report: complete Comprehensive report on site by an Certified Technician; record Operational Readings, 22 Visual Checks, Air/Oil/Water safety alarms and shutdown levels; provide analysis and report generation from collected data in order to provide vital trending details; this report should provide a full health summary and include recommendations for additional services if required.
 - ✓ Shock Pulse Monitoring: monitor the shock pulse of the drive train of the rotary Compressor; analyze collected data and compare to original equipment specifications; Electronically archive service history data base for future comparative analysis to Subsequent readings; review concerning levels for recommended actions.
 - ✓ Fluid Analysis Report: analyze coolant and rate from "Normal" to "Critical Condition" With an associated color code (Green to Red); test coolant for wear metals, Contaminates and additive metals; provide fluid properties including viscosity, acid Number, oxidation, and water content; provide details as to the oil change date, filter Change date, and any recommendations.
5. The Agreement should provide planned maintenance for TSTC Waco Air Compressor Systems. It should also assure that factory recommended services are provided on intervals consistent with the manufacturer's recommendations for TSTC covered equipment.

6. Service visits with associated labor, all necessary consumable parts, lubricants, filters, etc., Must be consistent with the manufacturer's recommendations based on hours of operation As set forth on the Scope of Service page above. Vendor shall perform the necessary Services during normal business hours Monday through Friday, from 7:00am – 5:00pm.

2.3 Personnel Requirements

- Technicians must have a minimum of five (5) years of experience with this type of project
- Contractor employees shall wear TSTC approved I.D. badges during the duration of the visits and all badges shall be signed back into TSTC on completion of project.
- Proper work attire will be maintained by contractor's employees.
- Contractor shall clean trash, debris, and sweep work area daily.
- All debris removal and cost of disposal shall be the responsibility of the contractor. All debris removal shall be off campus.

2.4 Experience & Qualifications

- Respondents must provide three (3) references of similar scopes of services currently or recently performed as in this Request for Proposal. 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.
- Resumes must be provided for the technicians that will be assigned to this project.

2.5 Change or Addition to Scope of Services

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

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

3.0 PROPOSAL FORMAT

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

3.1 Proposal Cover Page

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/Acknowledgement of Addendums

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

3.4 Proposal Contents

The Proposal Contents should follow the Table of Contents. **Proposer must submit the following information as part of Proposer's proposal:**

1. Proposal detail – describe how the services you propose meet the needs as described in *Section 2.2 Service Requirements/Qualifications & Expectations*
2. Address each of the following:
 - a) Pricing information
 - b) Firm's financial organization stability
 - c) Project team's relative experience
 - d) Knowledge and sensitivity to local conditions
 - e) Experience on similar project and past performance on other contract for any of the TSTC College locations
 - f) References on three (3) previous projects-include name and contact information, project description and project budget
 - g) Resumes for Technicians that will be assigned to the project

3.5 Attachments Required with Submission of Proposal

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

1. Attachment C – Terms and Conditions
2. Attachment D – Conflict of Interest Questionnaire (if no conflicts, enter NONE, and sign)
3. Attachment E – W9 Form
4. Attachment F – Pricing Information (or use your own form)

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: |
|---|----------------|
| Financial organizational stability | 10 |
| Project teams' relative experience including sub consultants | 20 |
| Knowledge and sensitivity to local conditions | 15 |
| Experience on similar technical education projects and experience with TSTC or relative owners. | 15 |
| References on previous projects | 5 |
| Proposal amount | 15 |
| Ability to design within budget and meet schedules and deadlines | 15 |
| Completeness and organization of the Request for Proposal | 5 |
| TOTAL POINTS | 100 |

5.0 ATTACHMENTS

- Attachment A – Proposal Cover Page
- Attachment B – Execution of Offer/Acknowledgement of Addendums
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Attachment A - Proposal Cover Page
TEXAS STATE TECHNICAL COLLEGE
Air Compressor Preventative Maintenance - TSTC Waco
RFP No.: RFP-18-CA-005 Re-Bid

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? _____

Submitted and Certified By:

Name

Title

Authorized Signature

Date

Attachment B – Execution of Offer/Acknowledgement of Addendums

TEXAS STATE TECHNICAL COLLEGE

Air Compressor Preventative Maintenance - TSTC Waco

RFP No.: RFP-18-CA-005 Re-Bid

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

Attachment B – Execution of Offer – Continued
TEXAS STATE TECHNICAL COLLEGE
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- 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.

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:

Air Compressor Preventative Maintenance - TSTC Waco

as prepared by Texas State Technical College Physical Plant as well as all other conditions affecting the cost and/or execution of the work, proposes to furnish all materials, labor, and equipment necessary to complete the work in accordance with said documents of which this proposal is a part, for the following sum:

TOTAL PROPOSAL: _____ Dollars (\$_____)

Attachment B – Execution of Offer/Acknowledgement of Addendum/ – Continued
TEXAS STATE TECHNICAL COLLEGE
Air Compressor Preventative Maintenance - TSTC Waco
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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: _____

| Name | Signature Required |
|---|--------------------|
| <input type="checkbox"/> Pursuant to the provisions of Chapter 2270 of the Texas Government Code, Contractor verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement. | |
| <input type="checkbox"/> Pursuant to the provisions of Chapter 2252 of the Texas Government Code, Contractor verifies that it is not identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. | |

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
Air Compressor Preventative Maintenance - TSTC Waco
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ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP, ANY EXCEPTIONS THERE TO MUST BE IN WRITING.

I. 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.

II. TIE BIDS

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

III. 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.

IV. 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.

V. PATENTS OR COPYRIGHTS

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

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

Attachment E – W9 Form

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Attachment F
PRICING INFORMATION
TEXAS STATE TECHNICAL COLLEGE
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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.

| Service Fees | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|-----------------|----------|----------|----------|----------|----------|
| Annual Price | | | | | |
| Visits Per Year | 2 visits | 2 visits | 2 visits | 2 visits | 2 visits |

Enter any other applicable charges for providing services: _____

Company/Entity Name: _____

Authorized Signature: _____

Date: _____