



REQUEST FOR PROPOSALS

FOR

TSTC Abilene Turn Key Welding Equipment

RFP No.: RFP-18-DG-006

SUBMITTAL DUE DATE:

March 22, 2018 at 2:00 p.m.

NIGP Code: 895-40,45

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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 has been continuously accredited by SACS-COC as a Level I institution since 1968. The college is an open enrollment institution with a full-time equivalent enrollment of approximately 12,000 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).

TSTC is governed by a nine-member Board of Regents, appointed by the Governor with the advice and consent of the Senate for six-year, staggered terms. The current members of the Board are: Ellis Skinner, J.V. Martin, Ivan Andarza, Joe Gurecky, John Hatchel, Joe Hearne, Linda McKenna, Penny Forrest, and Keith Honey. Mike Reeser is the Chancellor of the TSTC System

1.2 Purpose of the Request for Proposals

This proposal is a turnkey quote to furnish:

46 (base bid) and 14 (Alternate 1) complete welding machines including all hardware, fasteners, cables and equipment needed to perform the following types of welding processes: SMAW, FCAW, GMAW, and GTAW.

4 (Alternate 2) complete welders for the arc gouging process.

This is a performance specification and the units are to be furnished with all equipment and components necessary to perform the above mentioned welding processes. Consumable supplies are not a part of the scope.

1.3 Background

TSTC offers an Associate Degree in Welding Technology at five distinct campuses across the state of Texas. The campuses are located at Abilene, Fort Bend, Harlingen, Hutto and Waco Texas. Texas State Technical College is in the process of setting up a metallurgy lab in Abilene, Texas. The metallurgy lab will be set up as a turn-key lab. Because the metallurgy lab requires such a variety of technical equipment, it will require a good work flow that provides efficient through put. This lab will be a state of the art lab requiring complete equipment set-up, calibration start-up and training.

1.4 Submission of Proposal

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 and HUB Subcontracting Plans until **March 22, 2018 at 2:00 p.m. CST.** Proposal must be time-stamped by TSTC before the hour and date specified. Proposals that are received late will be returned to the respondent unopened.

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

Daniel de la Garza, CTPM
Texas State Technical College
Administration/Industrial Technology Building I, Room 111C
Financial Services
1902 North Loop 499
Harlingen, Texas 78550

Submit one (1) original and one (1) identical electronic copy of the proposal and HUB Subcontracting Plan and all of its contents. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy original Proposal.

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

Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP, or irregularities of any kind are subject to rejection. Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud. Proposal cannot be altered or amended after opening time. Proposal cannot be withdrawn after opening time without written approval by TSTC based on a written request to withdraw. By submitting a Proposal in response to this RFP, Respondent acknowledges and accepts the evaluation process and that determination of the “best value” will require subjective judgments by TSTC. 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.

1.5 Questions

All questions regarding this RFP must be submitted in writing to Daniel de la Garza, Director of Strategic Sourcing - Procurement and Travel Services at danny.delagarza@tstc.edu no later than **March 12, 2018 at 10:00 a.m.** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in the Execution of Offer. Addenda will be posted on the ESBD website at <http://esbd.cpa.state.tx.us/>.

Written notice of any addenda issued for this RFP will be given to all Respondents who receive the RFP directly from TSTC or who have submitted their contact information to the Daniel de la Garza prior to **March 12, 2018.**

1.6 Pre-Conference Call

No Pre Conference Call

1.7 Key Events Schedule

Issuance of RFP	Wednesday, March 7, 2018
Pre Proposal Conference Call	N/A
Deadline for Submittal of Questions	Monday, March 12, 2018, 10:00 a.m.
Submittal Deadline, Must include signed HUB subcontracting plan	Thur., March 22, 2018, 2:00 p.m.
Proposal Opening	Thur., March 22, 2018, 2:00 p.m.
Evaluation and Selection (tentative)	TBD
Award	TBD

1.8 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.

1.9 Historically Underutilized Businesses Submittal Requirements.

All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Respondent subcontracts any work, then Respondent must make a good faith effort to utilize HUBs certified by the Texas Comptroller of Public Accounts. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by TSTC, its obligation to make a good faith effort to utilize HUBs when subcontracting any work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of work by the Respondent is subject to review by TSTC to ensure compliance with the HUB program.

TSTC has reviewed this RFP in accordance with 34 TAC §20.285 and has determined that subcontracting opportunities are probable under this RFP.

A HUB Subcontracting Plan Form (HSP) is a required part of the Proposal. The HSP (Attachment E) must be filled out and returned with the Proposal to be considered responsive. Proposals that fail to comply with this section will constitute a material failure to comply with advertised specifications and will be rejected by TSTC as non-responsive.

HUB Contractors may be found by searching the State of Texas Centralized Master Bidders List (CMBL) database at: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do> by the NIGP class and item as indicated on the cover page of this RFP.

Additional minority and women owned business association resources are available for subcontracting notices at: <https://comptroller.texas.gov/purchasing/Respondent/hub/resources.php>

Additional information and training regarding how to complete a HUB Subcontracting Plan forms is available at: <https://comptroller.texas.gov/purchasing/Respondent/hub/forms.php>

1.10 Subcontracting Approval

The Respondent shall perform the services 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 Respondent for the performance of the work, Respondent shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to Respondent by the terms of the contract between Respondent and TSTC and to assume toward Respondent all of the obligations and responsibilities that Respondent, by the contract between Respondent 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.

1.11 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. A Tax Exemption Certificate is 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 resolicit 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 Respondent.

~~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 Respondent pursuant to this agreement are formed.~~

~~The contract performance period shall be for a period of approximately twenty two (20) months (January 1, 2018 through August 31, 2019, unless otherwise extended or terminated by TSTC in accordance with the terms and conditions of this contract. TSTC will have the exclusive option to renew this contract for up to three (3) one year option periods, provided funds have been appropriated for the continuation of services. The Respondent 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.~~

~~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 Respondent after execution of the contract by both parties.~~

1.18 Bidding Requirements

Proposal prices must be firm for TSTC acceptance for 90 days from the submittal due date and 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.

1.19 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.

1.20 Termination for Convenience

TSTC, may, at its option and discretion, terminate the resulting contract for convenience and, 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 Respondent, by giving thirty (30) calendar days' notice thereof to the selected Respondent.

1.21 Termination for Default

In the event that the services to be performed under this contract must be completed by a certain date, the Respondent 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.

1.22 Assignment

The Respondent 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 TSTC, which TSTC may withhold in its sole discretion.

1.23 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 Respondents from current and future consideration for participation in TSTC orders and contracts.

1.24 Drug Policy

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

1.25 Invoices

Invoices must be submitted as deliveries are made. 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.

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 selected Respondent. Any orders identified as TPFA (Texas Public Finance Authority) are paid by TPFA on behalf of TSTC. **TPFA will not pre-pay or make down payments for any orders placed by TSTC.**

Invoices shall be submitted by mail to:

Texas State Technical College
Services Support Center Building
Procurement and Travel Services
1902 North Loop 499
Harlingen, Texas 78550

1.26 Confidential Information

All information owned, possessed or used by TSTC that is communicated to, learned, developed or otherwise acquired by the selected Respondent in the performance of services for TSTC, that is not generally known to the public, will be confidential and Respondent will not, beginning on the date of first association or communication between TSTC and Respondent 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 Respondent's own benefit or the benefit of another, any confidential information, unless required by law.

Except when defined as part of the Services, Respondent will not make any press releases, public statements, or advertisement referring to the Services or the engagement of Respondent as an independent Respondent 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. Respondent will obtain assurances similar to those contained in this Section from any of its partners, associates or employees.

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

1.28 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.

1.29 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 TSTC's intent to award one of the respondents, for turn-key Welding Equipment. TSTC requires fully functioning equipment that will perform to the processes listed in the Scope of Work.

2.2 Scope of Work

Furnish 46 (base Bid) complete welding units to perform multi process welding.
Furnish 14 (Alternate #1) additional welders to meet the same specifications
Furnish 4 (Alternate #2) welders to perform arc gouging
Furnish Cut Sheets for all equipment with bid.

- Base Bid and Alternate #1
- Acceptable manufacturers;
Miller
Lincoln
- Model: Welders to be Lincoln Flextec 350X Mil M Process Model # K4272-1
[http://www.lincolnelectric.com/en-us/equipment/Pages/product.aspx?product=K4272-1\(LincolnElectric\)](http://www.lincolnelectric.com/en-us/equipment/Pages/product.aspx?product=K4272-1(LincolnElectric))
Or
Miller XMT 350 CC/CV DINSE 907161
<https://www.millerwelds.com/equipment/welders/multiprocess/xmt-350-multiprocess-welder-m00149>
- Include with all welders regulators to attach to Argon gas piping (supply is female fitting) and a regulator to attach to Argon/CO2 mixed gas (supply is female fitting). Also include 10 foot to 12 foot long hoses with proper fittings needed to take Argon and Argon/CO2 mix to the welding machines from the regulators. Regulator should be Radnor HRF-1425-580 Victor Style Single Stage Argon and Argon and Carbon Dioxide Mix Flowmeter Regulator, CGA-580. Hose should be similar to Radnor 1/4" Black Inert Gas Hose with fittings to attach welding machine to regulator.
- All Welders to be complete with all hardware, cable, equipment, and appurtenances, including but not limited to:
Leads
Lugs and connectors
Ground clamp
Electrode holder
Tig torch
Tig torch power cable
Tig foot pedal
Gauges
Flow meters

Wire feed unit

Power cable from Disconnect to welder 12' long

Power cable from wire feed to welder

Cart for Welder and Wire Feed

- Equipment must be complete to perform FCAW, GMAW (for mild steel only), GTAW, and SMAW welding processes with the exception of consumable items.
- Ground lead and stinger lead to be 10' long
- Input power 480 volt three phase.

Alternate #2

- Arc Gouge Welders
- Acceptable manufacturers;
Miller
Lincoln
- Lincoln® Invertec® V275-S Inverter Design Stick/TIG Welder Power Supply, 208/230/460/575 Volt, Single Or Three Phase 50/60 Hertz With Tweco® Connection
- Miller Approved equal
- Carts for welders
- Ground lead and stinger lead to be 10' long
- Power cable from Disconnect to welder 12' long.
- Lugs and connectors
- Input power 480 volt three phase.
- ARC Gouger Head K4000 or approved equal
- A 12' long electrode cable for each Invertec
- A 12' long ground cable for each Invertec
- A 15' long air hose to hook the K4000 to the piped air supply. Air hose needs to be male on both ends.

All Equipment delivered:

FOB: Abilene Industrial Technology Center

June 4, 2018

1717 Navajo Trail,

Abilene TX 79602

2.3 Contract Administration

Joe Rodriquez will be the Contract Manager for this contract. TSTC will monitor performance of any contract issued pursuant to this RFP.

2.4 Change or Addition to Scope of Services

TSTC, without invalidating the contract, may make changes by altering, adding to, or deducting 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 Respondent.

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

3.0 PROPOSAL FORMAT AND SUBMISSION CHECKLIST (HOW TO TURN IN BID)

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

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

3.2 Execution of Offer

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

Describe the Quality of the product that is being proposed

Confirm Delivery Schedule Requirement

Describe what would be the Best Value in selecting your company which would include technical support, donations, or loaned equipment to the college.

3.5 Addenda Checklist (Remember to submit the following items, signed and dated if required)

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (Attachment D) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by TSTC, in its sole discretion.

Name	Attachment	Notes
<input type="checkbox"/> Proposal Cover Page	A	
<input type="checkbox"/> Execution of Offer	B	Must be signed. Failure to include a signed Execution of Offer will result in automatic disqualification.
<input type="checkbox"/> Conflict of Interest Questionnaire	C	Must be signed. If no conflicts exist, enter "None" and sign it.
<input type="checkbox"/> HUB Subcontracting Plan	E	All proposals must include a HSP even if not subcontracting any of the work. Failure to include a HUB Subcontracting Plan will result in automatic disqualification. Link to obtain form is on Attachment E
<input type="checkbox"/> W9 Form	F	Link to obtain form is on Attachment F

4.0 PROPOSAL SELECTION CRITERIA

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

The evaluation of Proposal and the selection of a respondent will be based on the information provided by Respondent in its Proposal. TSTC may consider additional information if TSTC deems such information relevant.

The criteria to be considered by TSTC in evaluating Proposal and selecting a Respondent will be those factors listed below.

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:	Weight:
1. Quality of the Product	20%
2. Completeness of the RFP	20%
3. Delivery Schedule (Must delivery between June 4th – June 8th)	20%
4. Price	20%
5. Best Value to College (Donations or Loaned Equipment)	20%
Total	100%

4.0 ATTACHMENTS:

- Attachment A – Proposal Cover Page
- Attachment B – Execution of Offer
- Attachment C – Conflict of Interest Questionnaire
- Attachment D – No Bid Response (optional)
- Attachment E – HUB Subcontracting Plan
- Attachment F – W9 Form

Attachment A - Proposal Cover Page
TEXAS STATE TECHNICAL COLLEGE
TSTC Abilene Turn Key Welding Equipment
RFP No.: RFP-18-DG-006

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

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

TEXAS CHARTER # IF APPLICABLE: _____

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

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

Attachment B – Execution of Offer
TEXAS STATE TECHNICAL COLLEGE
TSTC Abilene Turn Key Welding Equipment
RFP No.: RFP-18-DG-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 TSTC's option, may result in termination of any resulting contract or purchase order.

Representations and Warranties. Respondent represents, warrants, certifies, acknowledges, and agrees as follows:

- (1) Respondent offers and agrees to furnish TSTC the products and/or services more particularly described in its Proposals, and to comply with all terms, conditions, requirements, and specifications set forth in this RFP and any resulting agreement.
- (2) This RFP is a solicitation for proposals and is not a contract or an offer to contract. Submission of a proposal by Respondent in response to this RFP will not create a contract between TSTC and Respondent. TSTC has made no representation or warranty, written or oral, that one or more contracts with TSTC will be awarded under this RFP. Respondent will bear, as its sole risk and responsibility, any cost arising from Respondent's preparation of a response to this RFP.
- (3) Respondent is a reputable company that is lawfully and regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP.
- (4) Respondent has the necessary experience, knowledge, abilities, skills, and resources to perform the terms, conditions and requirements of the RFP.
- (5) 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.
- (6) Respondent understands the requirements and specifications set forth in this RFP.
- (7) Respondent will not delegate any of its duties or responsibilities under this RFP or the resulting agreement to any subcontractor, except as expressly provided in the resulting agreement.
- (8) All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. TSTC will rely on such statements, information and representations in selecting Contractor. If selected by TSTC, Respondent will notify TSTC immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- (9) Respondent agrees to defend, indemnify, and hold harmless the State of Texas and Texas State Technical College, all of its regents, officers, agents, and employees, from and against all actions, suits, demands, costs, damages, liabilities, and other claims of any nature, kind or description, including reasonable attorney's fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution of performance or any contract or agreement resulting from this RFP. Respondent agrees to protect TSTC from claims involving infringement of patents or copyrights.
- (10) Pursuant to §2107.008 and §2252.903, Government Code, any payments owing to Respondent under the resulting agreement may be applied directly to any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

- (11) Any terms, conditions, or documents attached to or referenced in Respondent's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on TSTC that are not set forth in this RFP. Submission of a proposal is Respondent's good faith intent to enter into an agreement with TSTC as specified in this RFP and that Proposer's intent is not contingent upon TSTC's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Respondent's proposal.
- (12) Pursuant to Chapter 2270, Government Code, Respondent certifies Respondent (a) does not currently boycott Israel; and (b) will not boycott Israel during the term of the resulting agreement. Proposer acknowledges the agreement may be terminated and payment withheld if this certification is inaccurate.
- (13) Pursuant to Subchapter F, Chapter 2252, Government Code, Respondent certifies Respondent is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges the resulting agreement may be terminated and payment withheld if this certification is inaccurate.
- (14) Respondent has not given or offered to give, nor does Respondent intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its Proposal.
- (15) Respondent is not currently delinquent in the payment of any taxes due under Chapter 171, Texas Tax Code, or Respondent is exempt from the payment of such taxes, or Respondent is an out-of-state entity that is not subject to those taxes, whichever is applicable.
- (16) The individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any resulting agreements.
- (17) Under Section 231.006, Texas Family Code, relating to child support, the individual or business entity named in Respondent's proposal is not ineligible to receive award of the agreement, and agreements resulting from this RFP may be terminated if this certification is inaccurate.
- (18) Relationship Certifications. All disclosures by Respondent in connection with this certification will be subject to administrative review and approval before TSTC enters into any agreement resulting from this RFP with Respondent.
 - No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Respondent that is a sole proprietorship, the officers or directors of any Respondent that is a corporation, the partners of any Respondent that is a partnership, the joint venturers of any Respondent that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of TSTC, on the other hand, other than the relationships which have been previously disclosed to TSTC in writing.
 - Respondent has not been an employee of Texas State Technical College within the immediate twelve (12) months prior to the submittal deadline for this RFP.
 - No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Respondent's proposal or any contract resulting from this RFP (ref. §669.003, Government Code).
- (19) Respondent nor the firm, corporation, partnership or owner represented by the Respondent, nor anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- (20) Respondent is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- (21) Conflict of Interest Certifications:
 - Respondent is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Respondent's provision of services or other performance under any agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
 - Respondent has disclosed any personnel who are related to any current or former employees of TSTC.

- Proposer has not given, nor does Respondent intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of TSTC in connection with this RFP.
 - No compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, Texas Government Code).
 - No member of the Board of Regents of Texas State Technical College, or the Executive Officers of Texas State Technical College, has a financial interest, directly or indirectly, in the transaction that is the subject of the resulting agreement.
- (22) All products and services offered by Respondent to TSTC 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 the Texas Hazard Communication Act (Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.
- (23) Respondent will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time TSTC makes an award or enters into any agreement with Respondent.
- (24) Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification. If Respondent will sell or lease computer equipment to TSTC under any agreement resulting from this RFP then, pursuant to §361.965(c), Health & Safety Code, Respondent is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code, and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in 30 TAC Chapter 328. §361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- (25) 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.
- (26) Electronic Information Resources and Protection of Confidential Data Certifications:
- Access by Individuals with Disabilities. To the extent that Title 1, Part 10, Rules 213.30 and 213.36, Texas Administrative Code is applicable, Respondent represents and warrants (“EIR Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to TSTC under the resulting agreement (collectively, “EIRs”) will comply with the “Accessibility Standards” set forth in Title 1, Part 10, Rules 213.30 and 213.36 of the Texas Administrative Code. To the extent Respondent becomes aware that the EIRs, or any portion thereof, do not satisfy the EIR Warranty, then Respondent represents and warrants that it will, at no cost to TSTC, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Warranty; or (2) replace the EIRs with new EIRs that satisfy the EIR Warranty. Should TSTC notify Respondent in writing that the EIRs, or any portion thereof, do not comply with the EIR Warranty, and such non-compliance continues for a period of sixty days after such written notice to Contractor, then TSTC may terminate the agreement and Respondent will refund to TSTC, within thirty (30) days after the termination date, a prorated amount of any fees paid by TSTC for Services not yet properly rendered.
 - FERPA Protection of Confidential Data. If applicable, Respondent will abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act [FERPA 34 CFR § 99.33 (a)(2)]. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from the Institution may use the information, but only for the purposes for which the disclosure was made. Covered data and information (CDI) includes paper and electronic student education record information supplied by TSTC, as well as any data provided by TSTC’s students to the Respondent. Respondent acknowledges that the resulting agreement allows the Respondent access to CDI. Respondent agrees to hold CDI in strict confidence. Respondent shall not use or disclose CDI received from or on behalf of TSTC (or its students) except as permitted or required by the agreement, as required by law, or as otherwise authorized in writing by TSTC. Respondent agrees not to use CDI for any purpose other than the purpose for which the disclosure was made. Upon

termination, cancellation, expiration or other conclusion of the agreement, Respondent shall return all CDI to TSTC or, if return is not feasible, destroy any and all CDI. Respondent shall, within one day of discovery, report to TSTC any use or disclosure of CDI not authorized by the agreement or in writing by TSTC. Respondent's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Respondent has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Respondent has taken or shall take to prevent future similar unauthorized use or disclosure. Respondent shall provide such other information, including a written report, as reasonably requested by TSTC.

- Protected Data Security. To the extent that 34 Code of Federal Regulations § 99.33(a)(2) is applicable, Respondent agrees to abide by the limitations on re-disclosure of personally identifiable information from education records. "TSTC Confidential Information" means records maintained by TSTC, and records obtained by Respondent from TSTC under the resulting agreement, including (1) records and data provided electronically, on paper, or via online access or e-mail, (2) records and data that Respondent has converted into another format or medium (such as handwritten or electronic notes), and (3) records and data incorporated in any manner into Respondent's records, files or data compilations. Respondent shall protect the confidentiality of TSTC Information and comply with all statutory, regulatory and agreement requirements. Respondent's protection of the confidentiality of TSTC Information will survive the termination of the resulting agreement. Respondent shall keep and maintain complete and accurate records sufficient to allow TSTC, the Texas State Auditor's Office, the United States government, and their authorized representatives to determine Respondent's compliance with the agreement. Respondent shall be responsible and liable for any damages resulting from a breach by Respondent including damages and losses of third parties. Respondent shall reimburse TSTC for any costs incurred by TSTC in reimbursing third parties damaged by Respondent's breach and costs incurred in attempts by TSTC to limit third party losses resulting from Respondent's breach. Respondent agrees to accept liability for any damage to TSTC's hardware, software, or TSTC Information when such damage is caused by the actions of employees, contractors, subcontractors or agents of Respondent, whether or not the individual was an authorized User under the resulting agreement.

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.

Item No.	Description	Qty	Unit	List Make and Model	Unit Price	Extension
1.	<u>Base Bid</u> Complete Multi Process Welding units (freight included)	46	Each	_____	\$ _____	\$ _____
2.	<u>Alternate #1</u> Additional Complete Multi Process Welding units (freight included)	14	Each	_____	\$ _____	\$ _____
3.	<u>Alternate #2</u> Additional Complete Arc Gouging Welding units (freight included)	4	Each	_____	\$ _____	\$ _____
4.	<u>Write in a DEDUCT for donations and or loaned equipment</u>			_____ _____ _____	_____ _____ _____	_____ _____ _____
5.	<i>Just In Time Delivery Date: 6/4/2018</i>			Yes No		
6.	Specifications included			(Circle one)		
	Hub Contractor			Yes No		
	F.O.B. Destination: Abilene I T C 1717 Navajo Trail, Abilene TX 79602			(Circle one)		

Multiple Awards: One or more Respondents can be selected based the best value option for the College.

ACKNOWLEDGEMENT OF ADDENDA

Respondent acknowledges receipt of the following addenda to the captioned RFP (initial if applicable):

Failure to properly acknowledge addenda may result in disqualification.

Addendum # _____ Issued _____ Initials: _____

Addendum # _____ Issued _____ Initials: _____

Addendum # _____ Issued _____ Initials: _____

Respectfully Submitted,

(Respondent's Name) (Title)

(Street Address) (City, State, Zip Code) (Telephone Number)

(Authorized Signature) (Date)

Attachment C - Conflict of Interest Questionnaire

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

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		OFFICE USE ONLY
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<p>Date Received</p>
1	Name of person who has a business relationship with local governmental entity.	
2	<input type="checkbox"/> 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.)	
3	Name of local government officer with whom filer has employment or business relationship.	

Name of Officer		
<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> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
4	_____	
Signature of person doing business with the governmental entity		Date

Attachment D – No Bid Response (Optional)
TEXAS STATE TECHNICAL COLLEGE
TSTC Abilene Turn Key Welding Equipment
RFP No.: RFP-18-DG-006

If your firm is unable to submit a proposal at this time, complete this form and return it to:

Texas State Technical College
Administration/Industrial Technology Building I, Room 111C
Financial Services
1902 North Loop 499
Harlingen, Texas 78550
danny.delagarza@tstc.edu

by the date/time for submission of this solicitation.

I/WE DID NOT SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:
(Please place an X by all the reasons that apply)

1. ___ Do not supply the requested product/service.
2. ___ Quantities offered or scope of job is TOO SMALL to be supplied by my company.
3. ___ Qualities offered or scope of job is TOO LARGE to be supplied by my company.
4. ___ Specifications are “too constrictive” or appear to be written around a proprietary product.
5. ___ Time frame for responding was too short. (Please elaborate on your primary reason for this judgment.)
6. ___ Other reasons: _____

BY: _____

Respondent Signature

Date

Printed Name & Title

Phone No.

Company Name

Fax No.

[MH1]

Attachment E - HUB Subcontracting Plan
(MUST BE SUBMITTED FOR PROPOSAL TO BE ACCEPTED)

<https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf>

Attachment F - W9 Form

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