



REQUEST FOR PROPOSALS

FOR

Monument Signage- Brownwood and Breckenridge

RFP No.: RFP-19-PG-436116

Submittal Deadline: Tuesday, February 19, 2019 at 2:00pm CST

Issued: Thursday, January 24, 2019

NIGP Code(s): 925-00, 925-36, 925-39

Prepared By:
Pedro Guardiola, CTPM
Sr. Buyer
Texas State Technical College
1902 N. Loop 499
Harlingen, Texas 78550
956-364-4428
pedro.guardiola@tstc.edu

Table of Contents

1.0	GENERAL INFORMATION	4
2.0	SCOPE OF SERVICES	12
3.0	PROPOSAL FORMAT	17
4.0	PROPOSAL SELECTION CRITERIA	18
5.0	ATTACHMENTS	21

SECTION 1

RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

Opening Date: February 19, 2019 @ 2:00 P.M.

To facilitate your firm's participation in TSTC's bid process, we ask that you fill in the requested information below as acknowledgement that you have received the RFP noted above. By doing this, we will also be able to provide notification to you of any addenda to this solicitation. This RFP contains two (2) projects. Proposers are not required to submit bids for all two. **If Proposers wish to submit for both projects, proposers must submit (2) two separate pricing proposals, one for each location and in addition to the two pricing proposals submit a combined pricing proposal for the two locations.**

Respondent/Vendor Name: _____

Contact Person: _____

Email Address: _____

Phone: _____ **Fax:** _____

Address: _____

Yes, our company does have an interest in responding to the following projects:

Brownwood Monument Signage
305 Booker St.
Brownwood, TX 76801

Breckenridge Monument Signage
307 N. Breckenridge Ave.
Breckenridge, TX 76424

Both Brownwood and Breckenridge Monument Signage

Please indicate if you are:

HUB

Non - HUB

Signed: _____

1.0 GENERAL INFORMATION

1.1 Description of TSTC

Texas State Technical College (“TSTC” or “College”) is 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. 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 United States. TSTC’s central administration is located in Waco, Texas, the site of the flagship campus. TSTC also has campuses in Abilene, Breckenridge, Brownwood, Fort Bend County, Harlingen, Marshall, North Texas (Red Oak), Sweetwater, and Williamson County.

1.2 Purpose of the Request for Proposals

It has been decided that all TSTC campuses have the same uniform monumental signage, and because of this decision, TSTC is in the process of demolishing and replacing all monuments throughout the state.

TSTC is soliciting competitive sealed proposals (“Proposals”) from qualified vendors (“Respondents”) to furnish all labor, material, supervision, and equipment to construct monuments (the “Scope of Work” or “Work”) in accordance with the terms, conditions, and requirements set forth in this RFP at the following locations:

Two (2) wall-mounted monument signs at
**TSTC
Brownwood Campus
305 Booker St.
Brownwood, Texas 76801**

and

One (1) monument sign located at
**TSTC
Breckenridge Campus
307 N. Breckenridge Ave.
Breckenridge, TX 76424.**

1.3 Authority

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

1.4 Submission of Proposal

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

TSTC will receive Proposals until Tuesday, February 19, 2019 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:

Mail or Hand Deliver Responses to:

Texas State Technical College
Attn: Jessica Chavira
300 Homer K Taylor Drive
Sweetwater, Texas 79556

OR

Mail or Hand Deliver Response to:

Texas State Technical College
Procurement Operations
Attn: Pedro Guardiola
1902 N. Loop 499
Harlingen, Texas 78550

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

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

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

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

1.5 **PRE-SUBMITTAL CONFERENCE:** A pre-submittal conference will be held but is **not mandatory**.

Date: **February 6, 2019 @ 10:00 A.M.**

Location: Brownwood Campus,
4BWD2 Brownwood Building 2- Room 147 – Poly Com Room
305 Booker St.
Brownwood, TX 76801

Date: **February 5, 2019 @10:00 A.M.**

Location: Breckenridge Campus
4BKT Breckenridge Technology Center – Room 129 – Multi Purpose Room
307 N. Breckenridge Ave.
Breckenridge, TX 76424

Any questions regarding the Pre-Submittal Conference please contact Pedro Guardiola, at (956) 364-4428, or via e-mail to pedro.guardiola@tstc.edu.

1.6 Questions

All questions regarding this RFP must be submitted in writing to Pedro Guardiola, Sr. Buyer, pedro.guardiola@tstc.edu, no later than **February 11, 2019 at 2:00 P.M.** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in its Proposal.

1.7 Key Events Schedule

Issuance of RFP	Thursday, January 24, 2019
Pre Conference Meeting Brownwood	Wednesday February 06, 2019, 10:00 a.m.
Pre Conference Meeting Breckenridge	Tuesday, February 05, 2019, 10:00 a.m.
Deadline for Submittal of Questions	Monday, February 11, 2019, 2:00 p.m.
Submittal Deadline	Tuesday, February 19, 2019, 2:00 p.m.
Proposal Opening	Tuesday, February 19, 2019, 2:00p.m.
Evaluation and Selection (tentative)	TBD
Award (tentative)	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. The top ranked respondents may be selected by the Owner to participate in the interview process. The interviews may be conducted in person or through the use of technology.

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

~~1.9 Historically Underutilized Businesses Submittal Requirements (Not Applicable)~~

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

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

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

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

1.10 — Subcontracting Approval (Not Applicable)

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

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

RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

~~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 Bidding Requirements

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

1.12 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.

1.13 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.

1.14 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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 the period proposed and accepted by TSTC in the RFP. A **Notice to Proceed** notification will be issued by TSTC once the award has been made, and agreement signed. Contractor will have up to 10 calendar days to start the project.

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

1.19 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, 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.

1.21 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.

1.22 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.

1.23 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 vendors and contractors 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 vendors or contractors, while on TSTC premises, is strictly prohibited.

1.25 Invoices

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

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

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

Invoices shall be submitted by mail to:

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

Emailed to: HarlingenInvoice@tstc.edu

1.26 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.

1.27 Governing Law

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

1.28 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 SCOPE OF SERVICES

2.1 Overview

This Scope of Services specifies the minimum requirements for the vendor to provide Monument Signage for Brownwood and Breckenridge Campuses as described in the RFP. Any additions to or differences from the minimum requirement for the Scope of Service requested shall be clearly identified in the Proposal response. Proposers are advised and cautioned that TSTC will not pay any separate fees or charges above the prices submitted in the proposal.

2.2 Scope of Work

2.2.1 Brownwood Monument Signage

Proposal Requirements:

1. **References on 3 Similar Projects, required to submit contact names**
2. **Submit Total Pricing and amount of time required to complete the project**
3. **Provide resumes of project manager and project superintendent.**
4. **Contractor to provide a one-year warranty for materials and labor of this project to TSTC designated representative.**
5. **Submit Banking References.**

Project Management Requirements

1. Contractor shall provide a project timeline to the TSTC-designated representative upon notice of contract award.
2. Contractor shall provide weekly project progress reports to TSTC-designated representative, including details of work completed and timelines.
3. Contractor shall designate a project manager and a project superintendent for the work awarded as a result of this RFP. Contractor shall provide the persons' names, direct emails, and cell phone numbers.
4. The TSTC project manager will have sole authority to decide matters between TSTC and Contract defined within this Scope of Work.

Safety Requirements.

1. Contractor shall hold weekly safety meetings and provide reports of meetings to TSTC-designated representative.
2. Contractor shall construct barricades for the work area to protect pedestrian traffic. This may be done using caution tape with structural supports. Vehicle traffic areas must be barricaded with structural barricades. Contractor must maintain a minimum of 12' clear between the traffic barricades and the edge of the road for traffic.

Pre-Construction Requirements

3. Awarded Contractor must provide submittals of stone, signage with colors PMS 281C / PMS 1797C, and colored plaster finish satisfactory to TSTC and obtain TSTC's approval prior to commencing construction.

Demo

1. Remove existing signs as shown on Exhibit AD1.0. The screens shown on Exhibit AD1.0 are actually different from the existing signs that are to be removed. The signs to be removed are approx. 10'x 5'

and weigh approx. 30 lbs each. The contractor shall take caution removing existing signs and deliver the signs to TSTC staff as instructed by TSTC.

2. Contractor shall remove and transport all debris to an approved state-regulated landfill. The cost of disposal shall be the responsibility of the Contractor.

Construction

1. Contractor shall mechanically fasten the aluminum framed sign to building as shown on Exhibit A1.0. TSTC designated representative must be given the opportunity to inspect and approve the installed anchors.

2. Contractor shall install Austin stone in a random orientation as shown on Exhibit A1.0 and shall use masonry anchors as required. TSTC designated representative must be given the opportunity to inspect the and approve the type and location of installed anchors.

3. Contractor shall install a new cast stone as shown in Exhibit A1.0. 2

4. Contractor shall wrap the aluminum-sheathed sign cabinet in 5/8" Densglass before the Dryvit Backstop vapor barrier is installed. The Dryvit TAFS Plaster System must be applied directly over the vapor barrier. TSTC will select a plaster finish color prior to installation. No expansion joints are to be present.

5. Contractor shall install continuous backer rod and NP1 sealant at the joint between the plastered sign cabinet and stone.

6. Contractor shall paint and install new stand-off signage and lettering as per details on Exhibit A1.0.

7. Contractor shall provide and install one indirect lighting fixture above each new sign. Light Fixtures must be model: Hyperkion Rotatable LED 60 watt IP65, Outdoor Waterproof mounted on a Nvent/Hoffman 8"x8"x8" Model # A8R88GV junction box. The contractor shall make a penetration (hole) into the building at 12' above sidewalk elevation and centered with the sign. TSTC staff will install new wiring and junction box inside the building and adjacent to the penetration. Contractor will use that wiring to power the new light. The junction box is to be mounted to building covering the penetration and painted to match LED light fixture. Incorporating the junction box will extend the light fixture away from the building and therefore directing light onto the sign.

General Requirements

1. Working hours for this project are from 7:00 AM to 7:00 PM Central Standard Time.

2. Contractor shall repair any damage to TSTC property or Contractor-provided materials caused by Contractor's employees or subcontractors.

3. Contractor employees shall wear photo I.Ds during the duration of this project.

4. Contractor shall clean and sweep the work site daily and keep it free of trash and debris.

5. No radios, MP3s, or other similar devices are allowed.

6. Proper work attire will be worn by Contractor's employees and sub-contractors at all times.

7. If at any time there is a discrepancy with these notes then TSTC project manager will make final decision.

2.2.2 TSTC Breckenridge Monument Signage

Proposal Requirements:

- 1 **References on 3 Similar Projects, required to submit contact names**
- 2 **Submit Total Pricing and amount of time required to complete the project**
- 3 **Provide resumes of project manager and project superintendent.**
- 4 **Contractor to provide a one-year warranty for materials and labor of this project to TSTC designated representative.**
- 5 **Submit Banking References.**

Preliminary.

1. Contractor shall hold weekly safety meetings and provide reports of meetings to TSTC designated representative.
2. Contractor shall provide weekly project progress reports to TSTC designated representative.
3. Contractor shall not perform additional work beyond Scope of Work without communicating with TSTC designate representative and receiving permission to perform work outside of Scope of Work.
4. Contractor to provide a one year warranty for materials and labor of this project to TSTC designated representative.
5. Contractor shall perform all details listed on drawings and Scope of Work unless specifically noted otherwise below.

Prep.

1. Construct barricades for the work area to protect pedestrian traffic. This may be done using caution tape with structural supports. Vehicle traffic areas must be barricaded with structural barricades.
2. Maintain a minimum of 12' clear between the traffic barricades and the edge of the road for traffic.
3. Awarded contractor to provide submittals of stone, signage with colors PMS 281C / PMS 1797C, and colored plaster finish.

Demo.

1. Demolish existing sign and foundation. TSTC staff dug investigative holes on two sides of the sign foundation. The concrete is approx. 12" deep on the perimeter with no sign of piers. This would probably be a 6" slab with a small perimeter beam but we have no assurance this is the case. If by chance piers are under foundation then contractor shall cut the piers from foundation.
2. All debris removal shall be offsite to an approved state regulated landfill and cost of disposal shall be the responsibility of the contractor.

Construction

1. Construct new sign foundation with piers and reinforcements as shown on sheet S1.0. All concrete to be a minimum of 3,000 PSI. TSTC Designated representative must be provided copies of 2 concrete delivery receipts. Contractor shall contact TSTC designated representative to inspect forms and reinforcement steel prior to pouring concrete.
- 2 Mechanically fasten the aluminum framed sign cabinet to the 4x4x3/16" steel post. TSTC designated representative must be given the opportunity to inspect the installed anchors.
3. Install fully grouted CMU wall. Cut blocks to fit as tight as possible to the contour of the Texas outline.
4. Install Austin Stone in a random orientation around all sides of the concrete wall. Masonry anchor as required. TSTC designated representative must be given the opportunity to inspect the installed anchors.

RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

5. Install a new cast stone cap on top of the wall.
6. The Aluminum sheathed sign cabinet will be wrapped in 5/8" Densglass before the Dryvit Backstop vapor barrier is installed. The Dryvit TAFS Plaster System will be applied directly over the vapor barrier. TSTC will select a plaster finish color prior to installation. No expansion joints are to be present.
7. Install continuous backer rod and NP1 sealant at the joint between the plastered sign cabinet and stone.
8. New stand-off signage and lettering is to be painted and installed as per details on A1.0 pending approval of the contractor's submittal.
9. Two ground elevation installed Light Fixtures are to be model: WSD-FL07W27-50K-D-K and this will be solar powered with inverter and battery to be in weather proof cabinet. This will be for indirect lighting for the sign.
10. Contractor to repair, dress, and sod the work area upon completion with Bermuda sod. This includes ruts and/or damage to the landscape caused by contractor traffic on site.

General Requirements:

1. Working hours for this project are from 7:00 AM to 7:00 PM Central Standard Time.
2. Contractor shall repair any damage caused by contractor and any of contractor's subs.
3. Contractor employees shall wear photo I.Ds during the duration of this project.
4. All debris removal and cost of disposal shall be the responsibility of the contractor. All debris removal shall be off campus.
5. Contractor shall clean trash, debris, and sweep work area daily.
6. No radios, MP3s, etc.
7. Proper work attire will be maintained by contractor's employees and sub-contractors.

2.3 Contract Type

The Contract awarded as a result of this solicitation shall be a firm fixed price contract based upon the respondents awarded proposal. TSTC will pay contract when work is completed upon receipt of approved invoice.

2.4 Personnel Requirements

- A. Project Manager must have a minimum of 2 years' experience
- B. Superintendent must have a minimum of 2 years' experience
- C. Firm must have a minimum 3 years experience pertaining to the project.

2.5 TSTC Responsibilities

TSTC hereby agrees to:

- A. Assign a Project Manager to work in conjunction with Contractor for the term of the project.
Trainer
- B. Pay Applications, Bonds, Certificates of Insurance must be submitted to the Contract Manager.

2.6 Contract Administration

Mike Ratliff will be the Contract Manager for this project.

2.7 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.

Contractor shall not perform additional work beyond Scope of Work without communicating with TSTC designate representative and receiving written permission to perform work outside of the Scope of Work.

3.0 PROPOSAL FORMAT

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

3.1 Proposal Cover Page

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

3.2 Execution of Offer

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

4.0 PROPOSAL SELECTION CRITERIA

Proposal Evaluation and Contract Award

After the proposal due date, a TSTC Proposal Evaluation Team will score the proposals based upon the evaluation criteria specified in the table below.

TSTC will then select the Proposal(s) that offers the “best value” for TSTC 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.

- 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.

In TSTC’s sole discretion, TSTC may award based on the Respondent’s proposal or first attempt to negotiate a contract with the selected Respondent(s). TSTC may discuss with the selected Respondent’s Work Plan and any price change associated with the Scope of Work, but **TSTC will not negotiate the State of Texas terms and conditions or the Respondent’s indemnification of TSTC.** If TSTC is unable to reach a contract with a 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.

At such time that any Respondent receives an award from TSTC as a result of this RFP, Respondent shall then be known as TSTC’s Contractor.

TSTC also reserves the right to cancel this RFP in its entirety at any time.

RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

4.1 BOND REQUIREMENTS – ARTICLE 6. Bonds and Insurance

4.1.2 Construction Bonds. Contractor is required to tender to Owner, prior to commencing the Work performance and payment bonds, as required by TX. Gov't Code, Chapter 2253. On Construction Manager-at-Risk and Design-Build Projects, the Owner shall require a security bond, as described in Subsection 6.2.1 below.

6.2.1 Bond Requirements. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to Owner, on Owner's form, and in compliance with the relevant provision of the Texas Insurance Code. If any bond is for more than ten (10) percent of the surety's capital and surplus, Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized to do business in the State. A reinsure may not reinsure for more than ten (10) percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, Contractor shall, within thirty (30) days after such loss, furnish a replacement bond at no added cost to Owner.

6.2.1.1 A performance bond is required if the Contract Sum is in excess of One Hundred Thousand Dollars (\$100,000). The performance bond is solely for the protection of Owner. The performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.

6.2.1.2 A payment bond is required if the Contract price is in excess of Twenty-Five Thousand dollars (\$25,000). The payment bond is to be for the Contract Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries. The form of the bond shall be approved by the Office of the Attorney General of Texas.

~~6.2.2 Security Bond. The security bond provides protection to Owner if Contractor presents an acceptable guaranteed maximum price ("GMP") to Owner but is unable to deliver the required payment and performance bonds within the time period stated below.~~

6.2.3 When are Bonds are due? At the signing of the contract, no work will start without the bond.

~~6.2.3.1 Security bonds are due before execution of Construction Manager at Risk or Design Build Contracts.~~

6.2.3.2 Payment and Performance bonds are due before execution of contract on competitively bid or competitively sealed proposal projects or before execution of a GMP proposal on Construction Manager-at-Risk projects or Design-Build projects.

6.3 INSURANCE REQUIREMENTS

In any contract, which is awarded by Texas State Technical College Harlingen (The College), and in which exists the possibility for the risk of personal injury, the Vendor must agree to procure and keep in force insurance with companies acceptable to the College. Such insurance must conform to the following provisions and in amounts no less than those specified below:

- A. The Vendor must show proof of such insurance on or before 10 days after an award has been made or before such services or work can begin. Approval of the insurance by The College shall not relieve or decrease the liability of the Vendor.
- B. Unless otherwise provided for in the Supplementary Conditions, the Vendor shall provide and maintain, until the work covered in the Contract is completed and accepted by the college, the minimum insurance coverage in one of the following optional schedules. When the Vendor includes the excess liability coverage, the limits of other required coverage may be reduced to the amount shown within the parenthesis.

TYPE OF INSURANCE LIMITS OF LIABILITY

- Worker’s 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 Occurrence \$1,000,000
- Umbrella Liability Each Occurrence \$5,000,000
- Professional Liability Each Occurrence \$5,000,000
- All other insurance required by state of federal law.

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.

Proposal Evaluation Criteria:	Points:
Organizations financial stability	10%
Project teams’ relative experience including subcontractors	20%
Knowledge and sensitivity to local conditions	15%
Experience on similar projects	15%
Price	15%
Ability to meet schedules and deadlines	15%
Completeness and organization of Proposal	5%
References	5%
Total	100%

The decision to award by Texas State Technical College will be final.
RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

5.0 ATTACHMENTS

- Attachment A - Proposal Cover Page
- Attachment B - Execution of Offer
- Attachment C - Terms and Conditions
- Attachment D - Conflict of Interest Questionnaire (if no conflicts, enter None and Sign)
- Attachment E - Respondent Questionnaire
- Attachment F – Cost/Billing Structure Template
- Attachment G – Notification of Criminal History
- Attachment H - Drawings

Attachment A - Proposal Cover Page

TEXAS STATE TECHNICAL COLLEGE

RFP No.: RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

FIRM NAME: _____

AUTHORIZED REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

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

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

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

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

Submitted and Certified by:

Name

Title

Authorized Signature

Date

Attachment B – Execution of Offer

TEXAS STATE TECHNICAL COLLEGE

RFP No.: RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

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;

RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

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

Attachment B – Execution of Offer – Continued

TEXAS STATE TECHNICAL COLLEGE

RFP No.: RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

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

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

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: RFP-19-PG-436116-Monument Signage Brownwood and Breckenridge, as prepared by Texas State Technical College as well as all other conditions affecting the cost and/or execution of the work, proposes to complete the work in accordance with said documents of which this proposal is a part, for the cost submitted on Attachment H – Appendix A Training Capabilities Summary.

RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

Attachment B – Execution of Offer – Continued

TEXAS STATE TECHNICAL COLLEGE

RFP No.: RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

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 for the PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS	

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

RFP No.: RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

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

A. BIDDING REQUIREMENTS

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

Enter Federal Employer's Identification Number _____

Sole owner should also enter Social Security Number _____

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

B. TIE BIDS

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

RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

C. AWARD OF CONTRACT

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

D. PAYMENT

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

E. PATENTS OR COPYRIGHTS

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

F. VENDOR ASSIGNMENTS

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

G. BIDDER AFFIRMATION

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

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

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

Name of Former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Date of Employment with proposer: _____

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

H. NOTE TO PROPOSER

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

I. BEST VALUE CRITERIA

- The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
- The number and scope of conditions attached to the RFP;
- The ability, capacity, and skill of the proposer to perform the contract or provide the service required;
- Whether the proposer can perform the contract or provide the service promptly, or within the time required, without delay or interference;
- The character, responsibility, integrity, reputation, and experience of the proposer;
- Proximity of the proposer’s office to the site, and is there a firm principal at the local office, and how much of the design work will be done at the local office;
- Related to the above, how close are the proposer’s sub-consultants to the site, and are there firm principals at the local sub-consultants’ offices, and how much of the design work will be done at the local sub-consultants’ offices;
- The quality of performance of previous contracts or services;
- Any previous or existing noncompliance by the proposer with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information; the sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- The ability of the proposer to provide future maintenance, repair parts, and service for the use of the contract;
- The purchase price;
- Any relevant criteria specifically listed in the RFP or request for proposals.

Signature

Date

Attachment D - Conflict of Interest Questionnaire

If no conflicts, enter "None" on line 3 and sign.

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
<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>		OFFICE USE ONLY
1	Name of person who has a business relationship with local governmental entity.	Date Received
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 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. 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? <input type="checkbox"/> Yes <input type="checkbox"/> No 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? <input type="checkbox"/> Yes <input type="checkbox"/> No 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? <input type="checkbox"/> Yes <input type="checkbox"/> No D. Describe each employment or business relationship with the local government officer named in this section.	
4	_____ Signature of person doing business with the governmental entity	_____ Date

Attachment F – PRICING INFORMATION

Texas State Technical College

RFP No.: RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

Respondents to enter pricing in accordance with the service requirements contained in this RFP. TSTC will not recognize any charges not specifically stated.

Job No.	Description	Qty	Unit			Total
1	Furnish all Labor, Material, Equipment, Insurance, Bonding Cost and Supervision to demolish and install Two (2) Wall Mounted Monument Signs at the Texas State Technical College (TSTC) Campus located at 305 Booker St., Brownwood, Texas 76801	1	Job			\$ _____
	Start Date:					
	Completion Date					
2	Furnish all Labor, Material, equipment, Insurance ,Bonding costs and supervision to demolish and install One (1) Monumental Sign located at Texas State Technical College (TSTC) Campus located at 307 N. Breckenridge Ave. Breckenridge, TX 76424	1	Job			\$ _____
	Start Date:					
	Completion Date					
1 & 2	Furnish all Labor, Material, equipment, insurance, Bonding costs and supervision to demolish and install both Brownwood Monument Project and Breckenridge Monument Project	1	Job			\$ _____
	Start Date:					
	Completion Date					

Attachment F – PRICING INFORMATION

Texas State Technical College

RFP No.: RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

Enter any other applicable charges for providing services: _____

Company/Entity Name: _____

Authorized Signature _____ Date _____

Attachment G – NOTIFICATION OF CRIMINAL HISTORY

RFP No.: RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

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

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

VENDOR’SNAME: _____

AUTHORIZED COMPANY OFFICIAL’S NAME (PRINTED): _____

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

SIGNATURE OF COMPANY OFFICIAL _____

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

SIGNATURE OF COMPANY OFFICIAL _____

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

Name of Felon(s) _____

Details of Conviction(s) _____

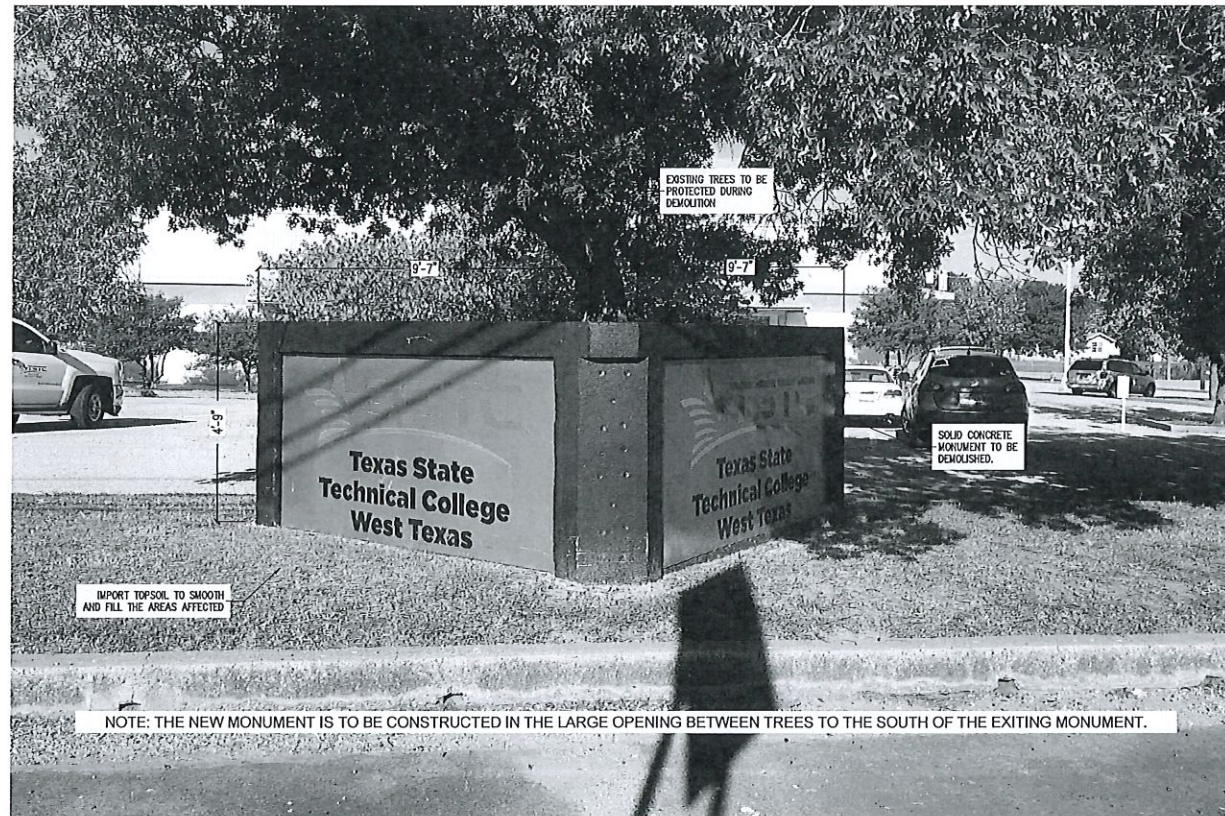
SIGNATURE OF COMPANY OFFICIAL _____

RFP-19-PG-436116- MONUMENT SIGNAGE BROWNWOOD AND BRECKENRIDGE

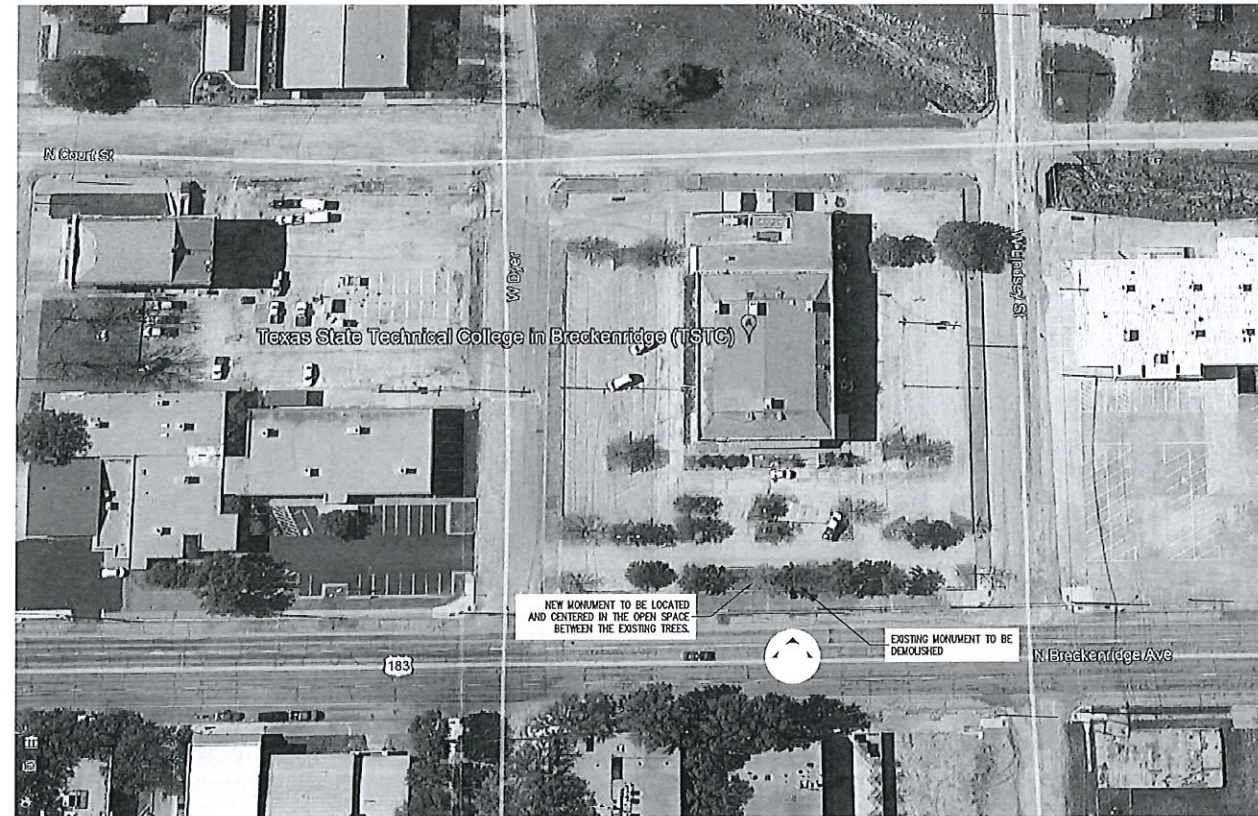
A NEW MONUMENT FOR: TEXAS STATE TECHNICAL COLLEGE

307 N. BRECKENRIDGE AVE

BRECKENRIDGE, TEXAS 76424



2 EXISTING SIGN ELEVATION
SCALE: NTS



1 PLAN VIEW
SCALE: NTS

NO.	DATE	DESCRIPTION	BY

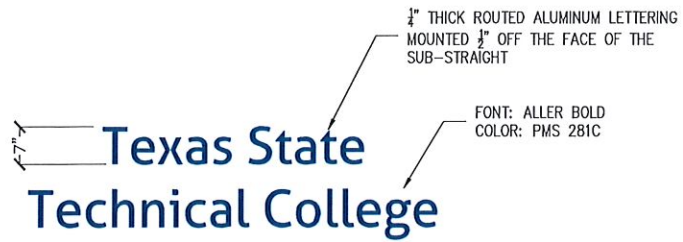


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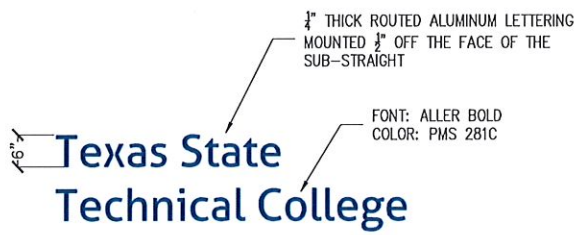
A NEW MONUMENT FOR:
TEXAS STATE TECHNICAL COLLEGE
307 N BRECKENRIDGE AVE BRECKENRIDGE, TX 76424

SITE PLAN
PLOTS/SCALE: NTS
JOB NO 1801
DRAWN BY C. JOHNSTON
DATE 9/20/2018

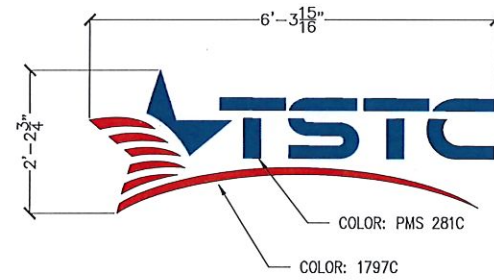
SHEET
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OF 3



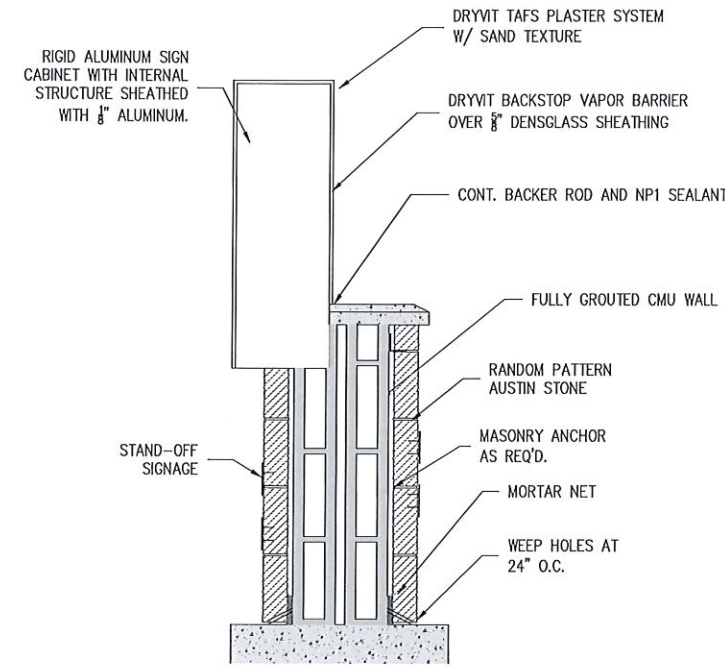
8 DETAIL
SCALE: 3/4" = 1'-0"



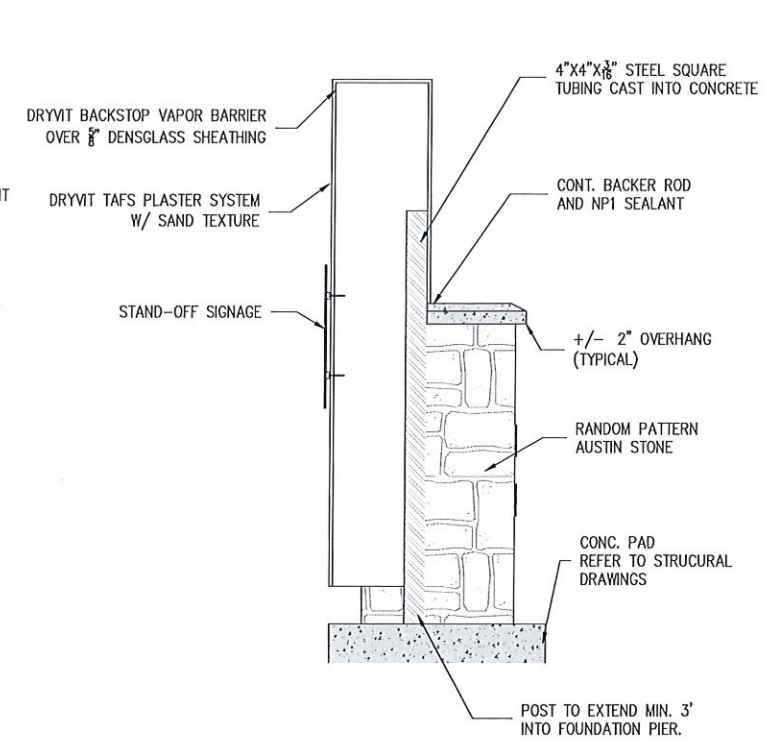
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SCALE: 3/4" = 1'-0"



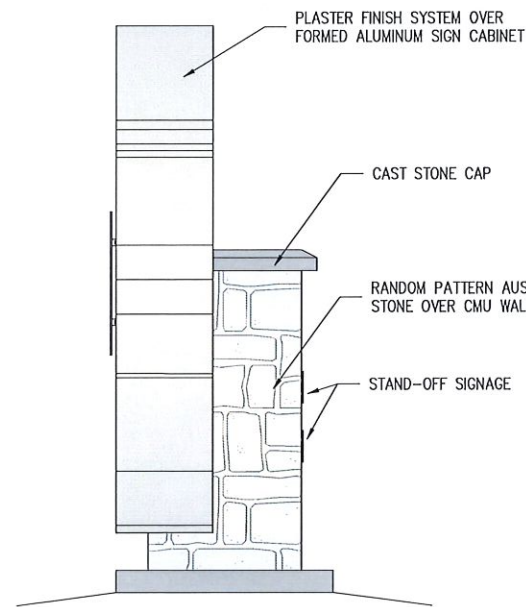
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SCALE: 3/4" = 1'-0"



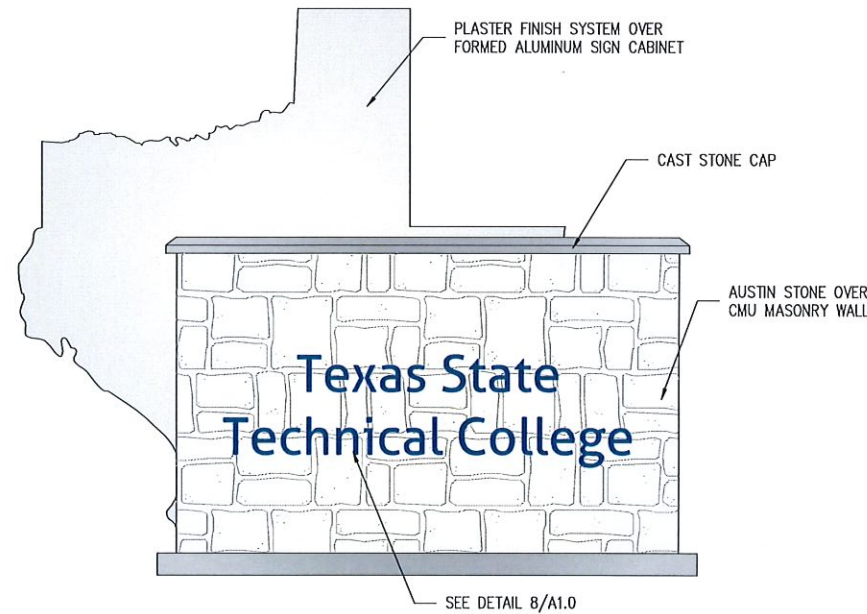
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SCALE: 3/4" = 1'-0"



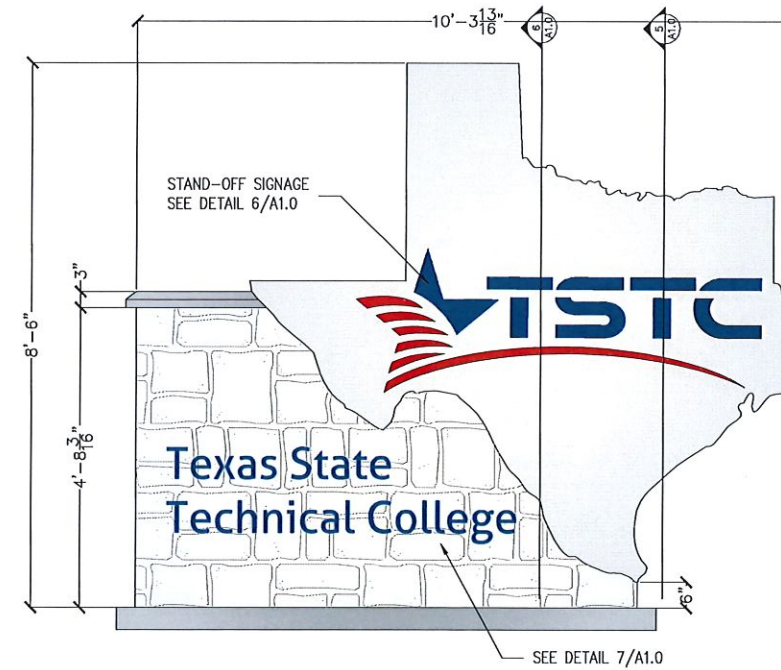
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SCALE: 3/4" = 1'-0"



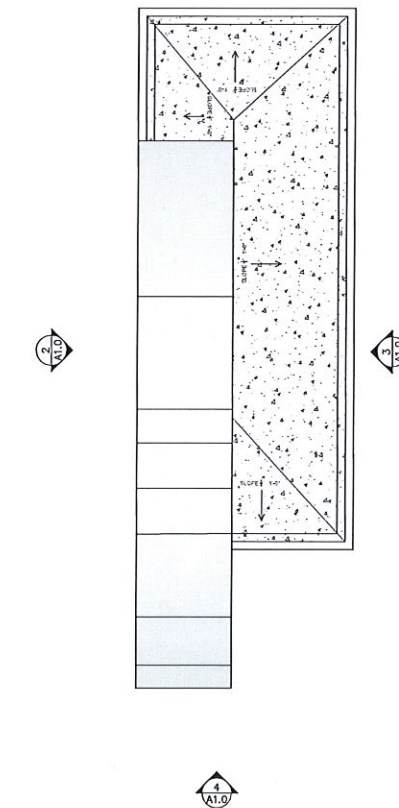
4 SIDE ELEVATION
SCALE: 3/4" = 1'-0"



3 REAR ELEVATION
SCALE: 3/4" = 1'-0"



2 FRONT ELEVATION
SCALE: 3/4" = 1'-0"



1 PLAN VIEW
SCALE: 3/4" = 1'-0"

NO.	DATE	DESCRIPTION	BY

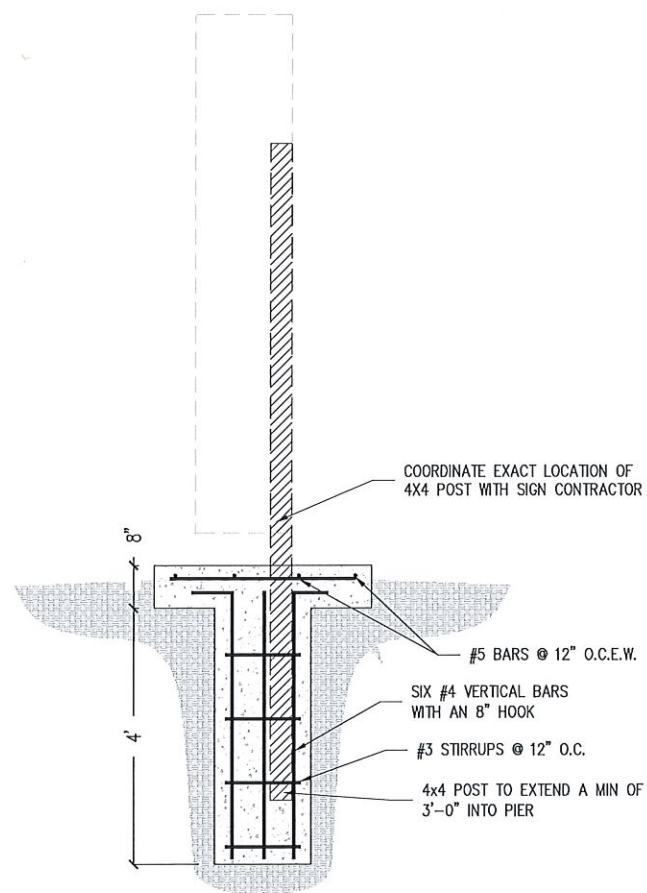


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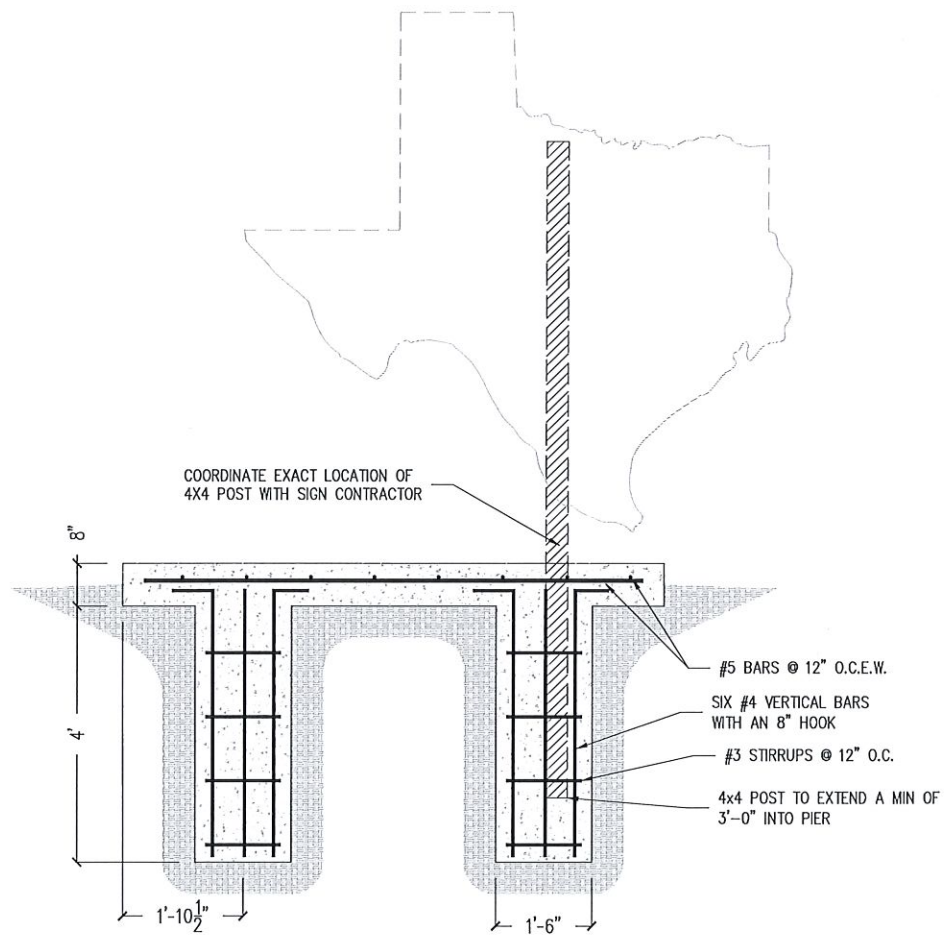
A NEW MONUMENT FOR:
TEXAS STATE TECHNICAL COLLEGE
307 N BRECKENRIDGE AVE BRECKENRIDGE, TX 76424

MONUMENT PLAN
PLOTSCALE: 3/4" = 1'-0"
JOB NO: 1801
DRAWN BY: C. JOHNSTON
DATE: 9/20/2018

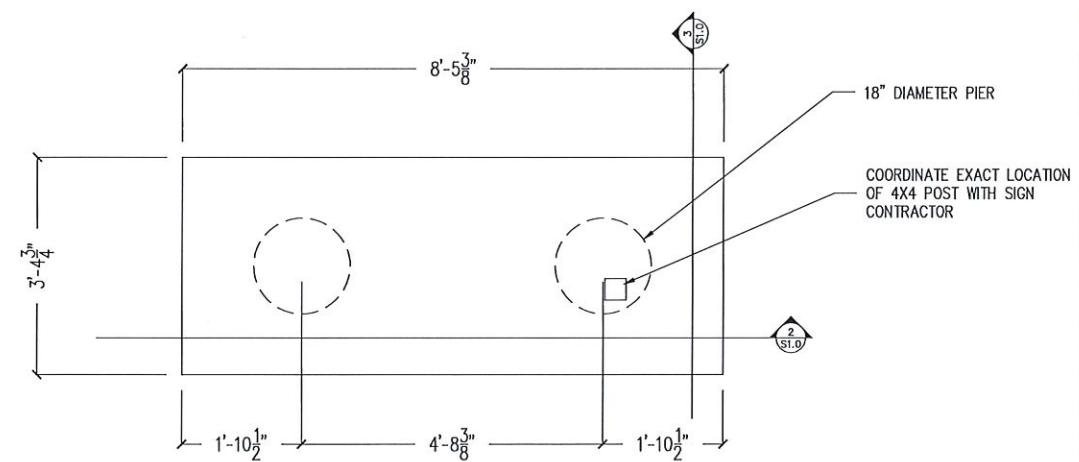
SHEET
A1.0
OF 3



3 SECTION
SCALE: 3/4" = 1'-0"



2 SECTION
SCALE: 3/4" = 1'-0"



1 FOUNDATION
SCALE: 3/4" = 1'-0"

NO.	DATE	DESCRIPTION	BY



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A NEW MONUMENT FOR:
TEXAS STATE TECHNICAL COLLEGE
307 N BRECKENRIDGE AVE BRECKENRIDGE, TX 76424

FOUNDATION PLAN
PLOTS/SCALE: 3/4" = 1'-0"
JOB NO: 1801
DRAWN BY: C. JOHNSTON
DATE: 9/20/18

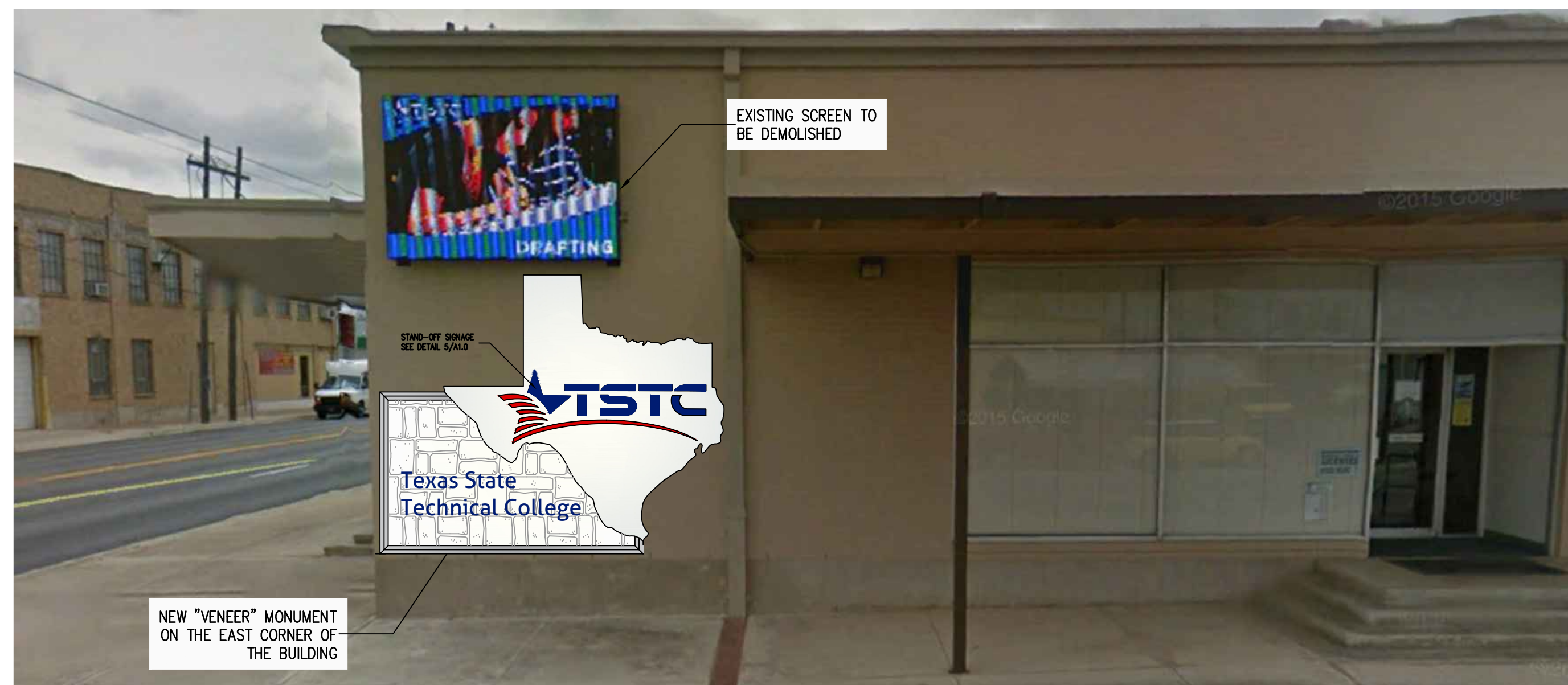
SHEET
S1.0
OF 3

A NEW MONUMENT FOR:

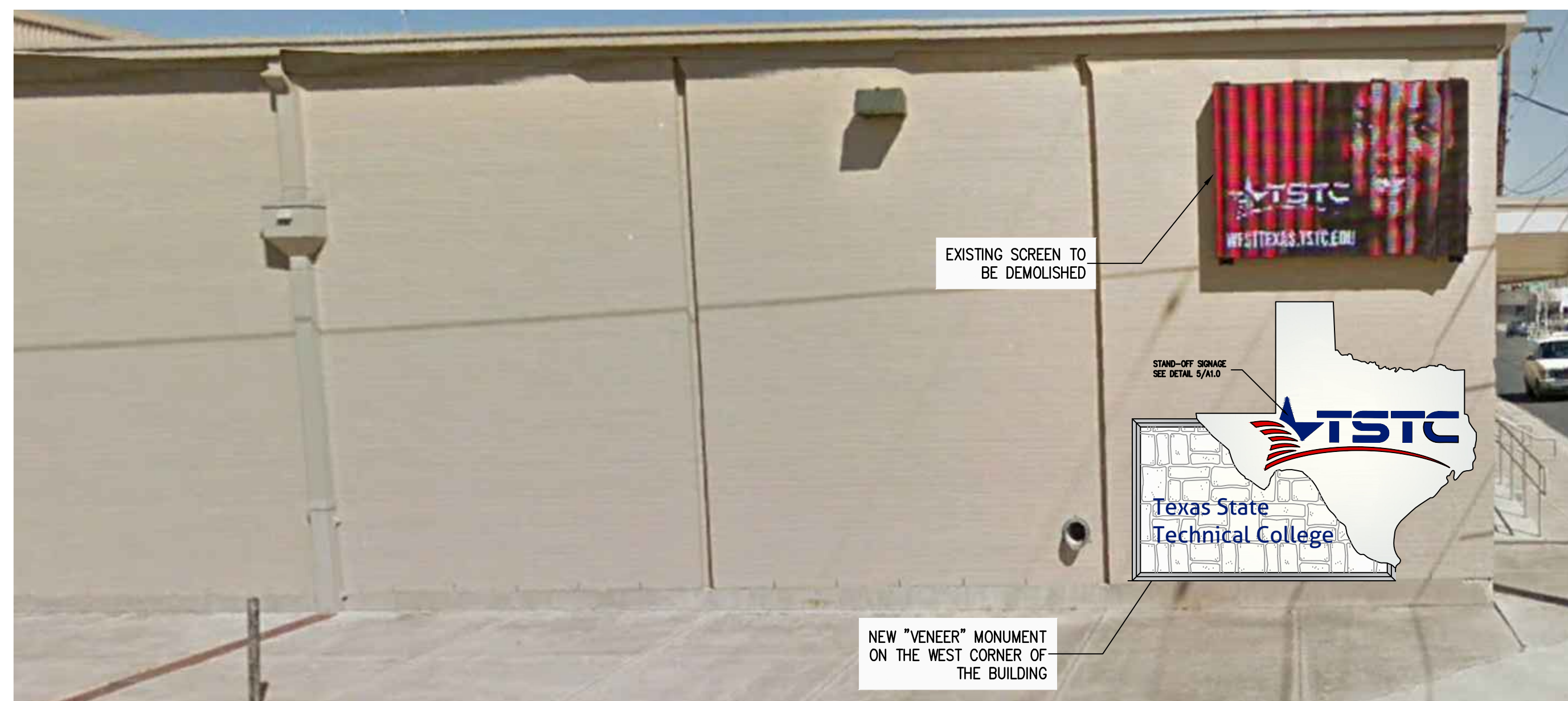
TEXAS STATE TECHNICAL COLLEGE

305 BOOKER STREET

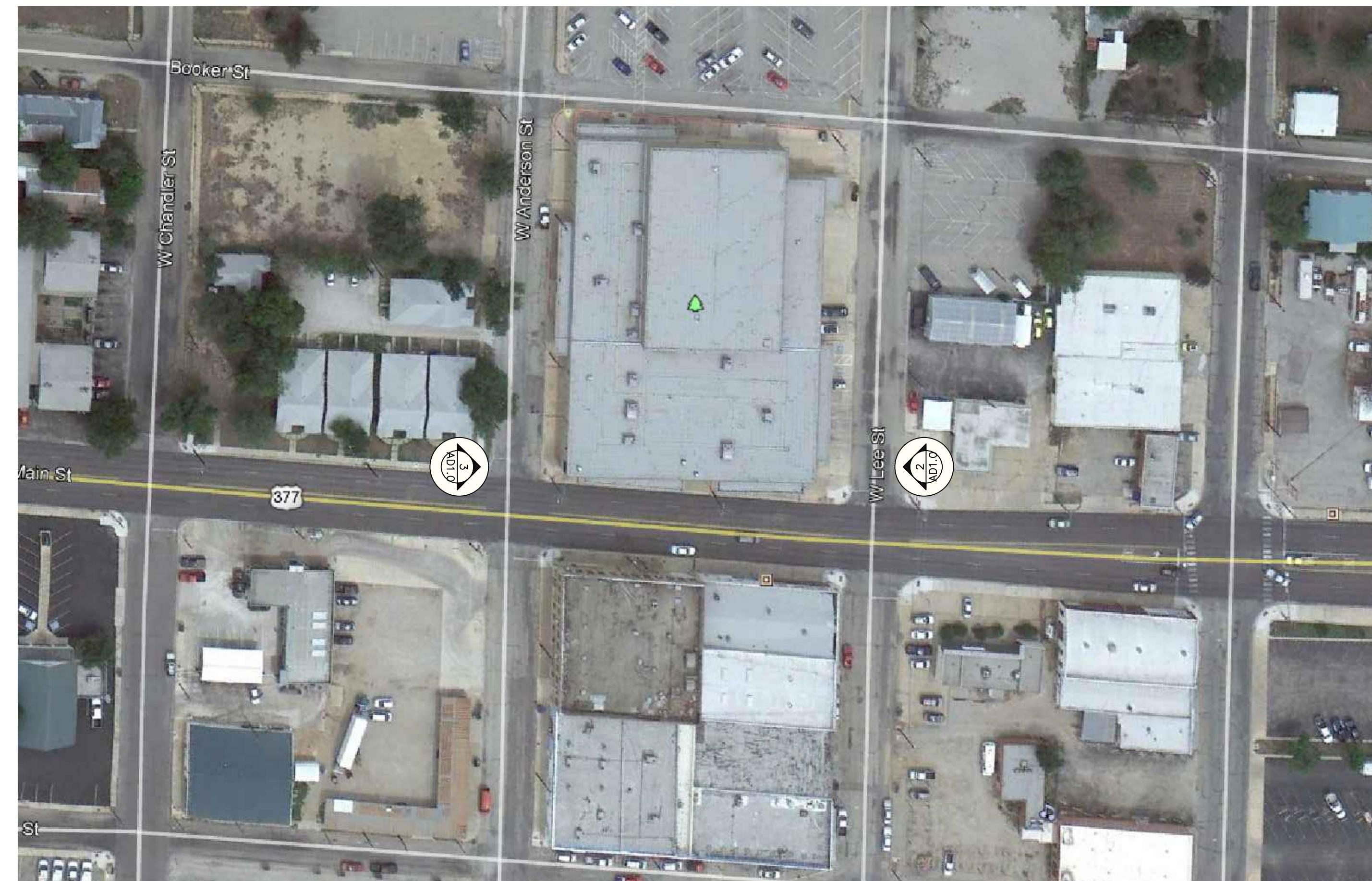
BROWNWOOD, TEXAS 76801



2 EAST ELEVATION
SCALE: NTS



3 WEST ELEVATION
SCALE: NTS



1 PLAN VIEW
SCALE: NTS



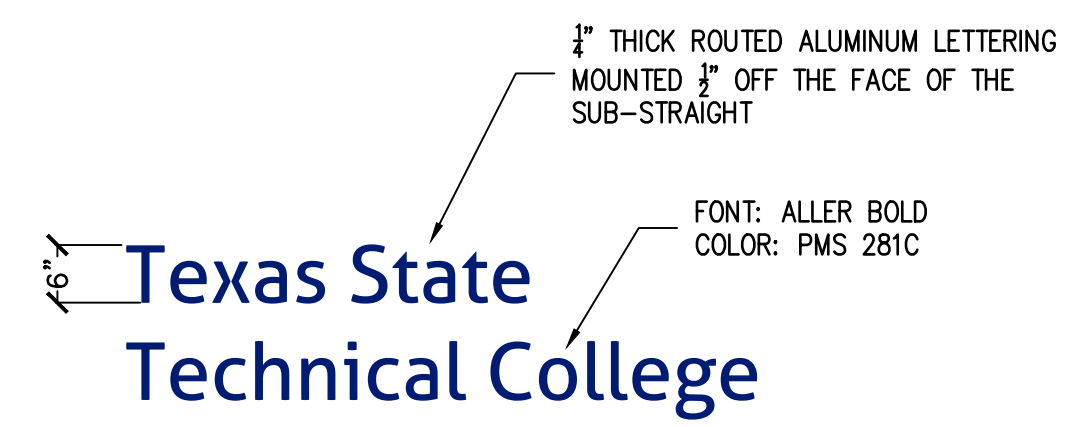
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A NEW MONUMENT FOR:
TEXAS STATE TECHNICAL COLLEGE
305 BOOKER STREET BROWNWOOD, TX 76801

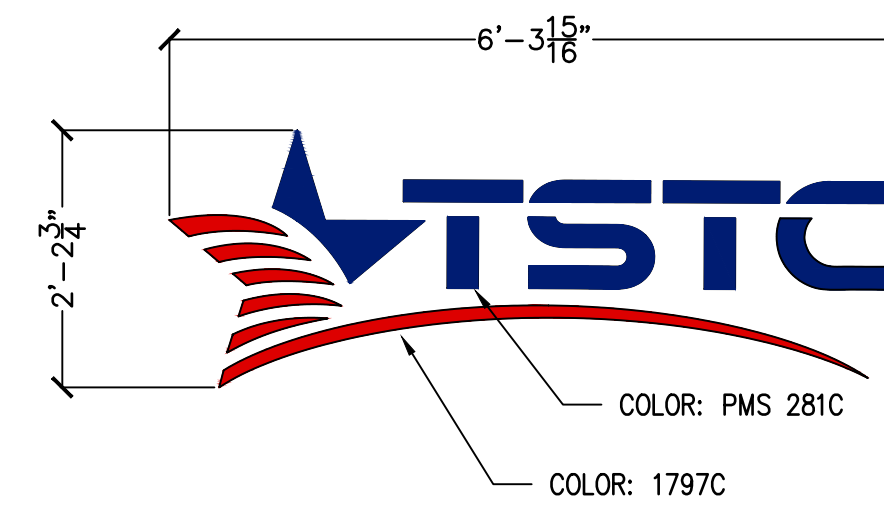
SITE PLAN
PLOTSCALE: NTS
JOB NO: 1801
DRAWN BY: C. JOHNSTON
DATE: 9/25/18

SHEET
AD1.0
OF 3

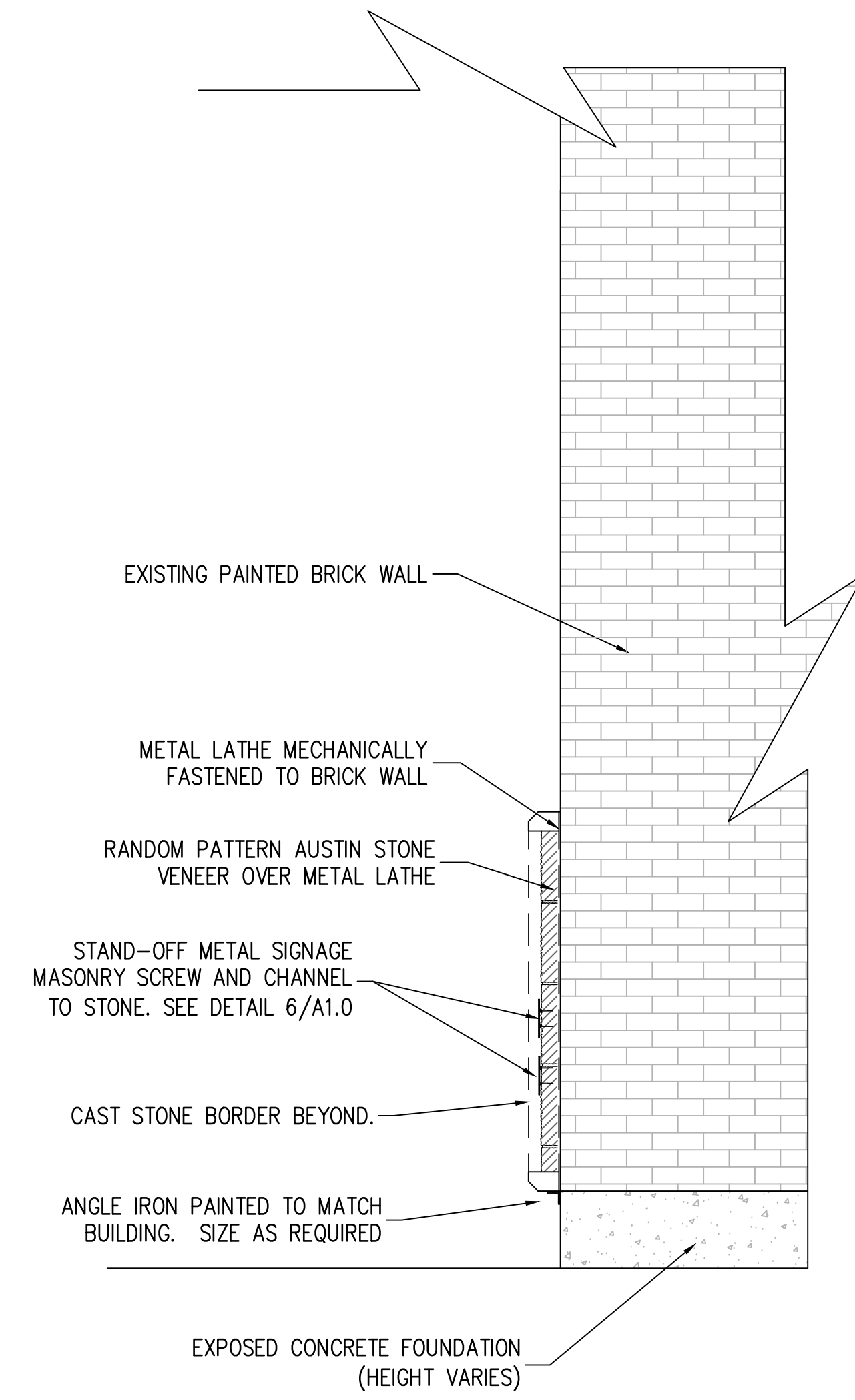
NO.	DATE	DESCRIPTION	BY



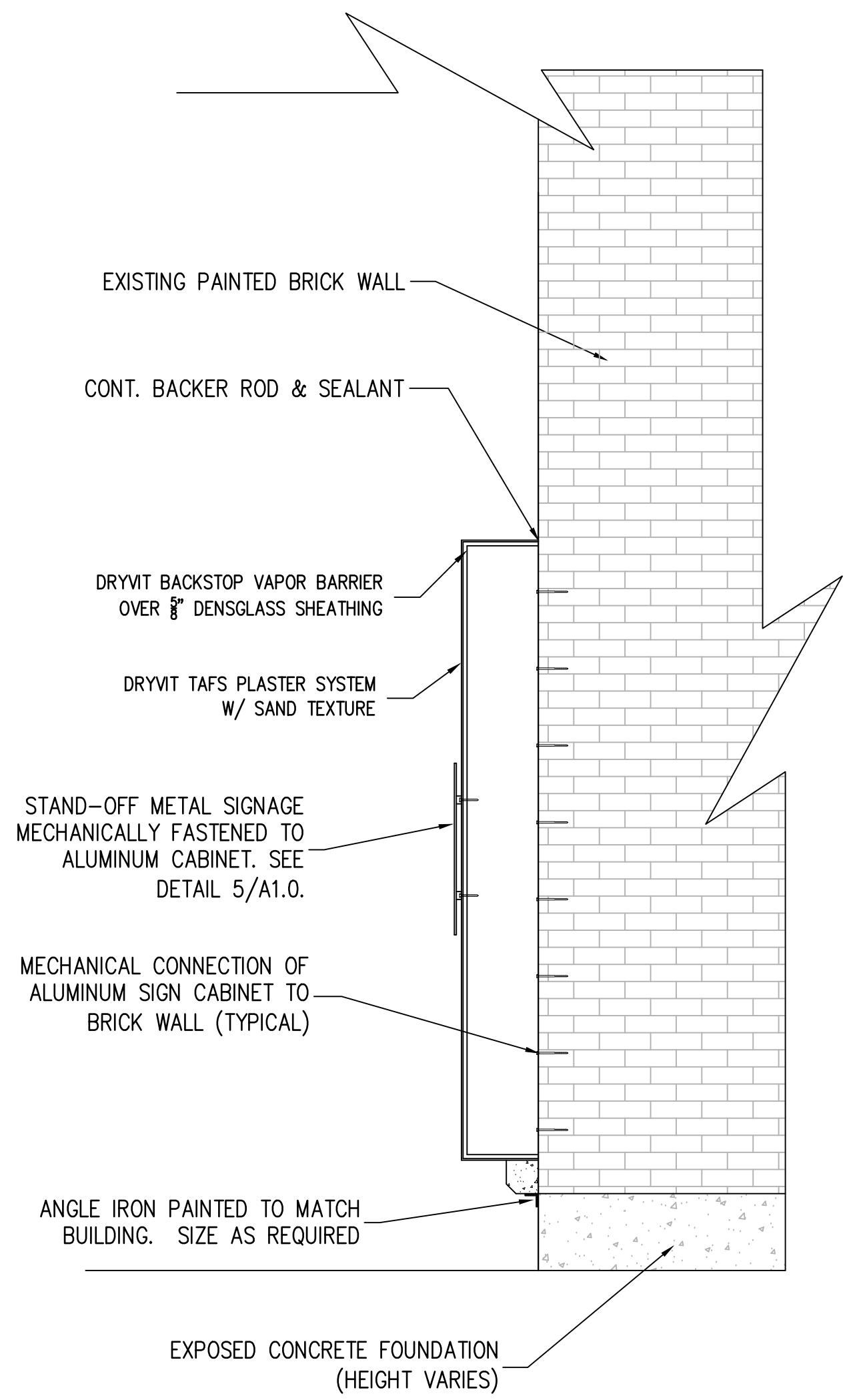
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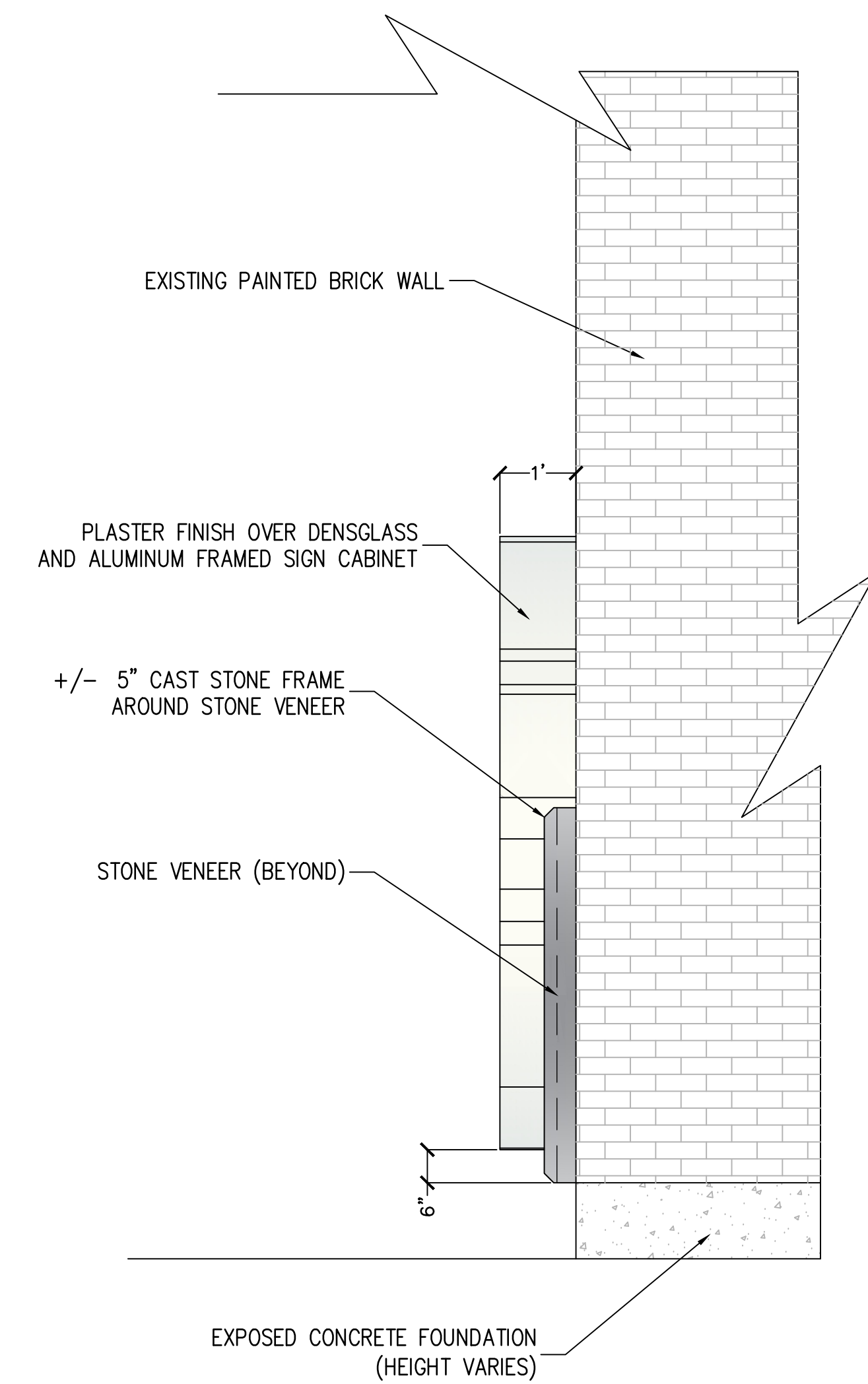
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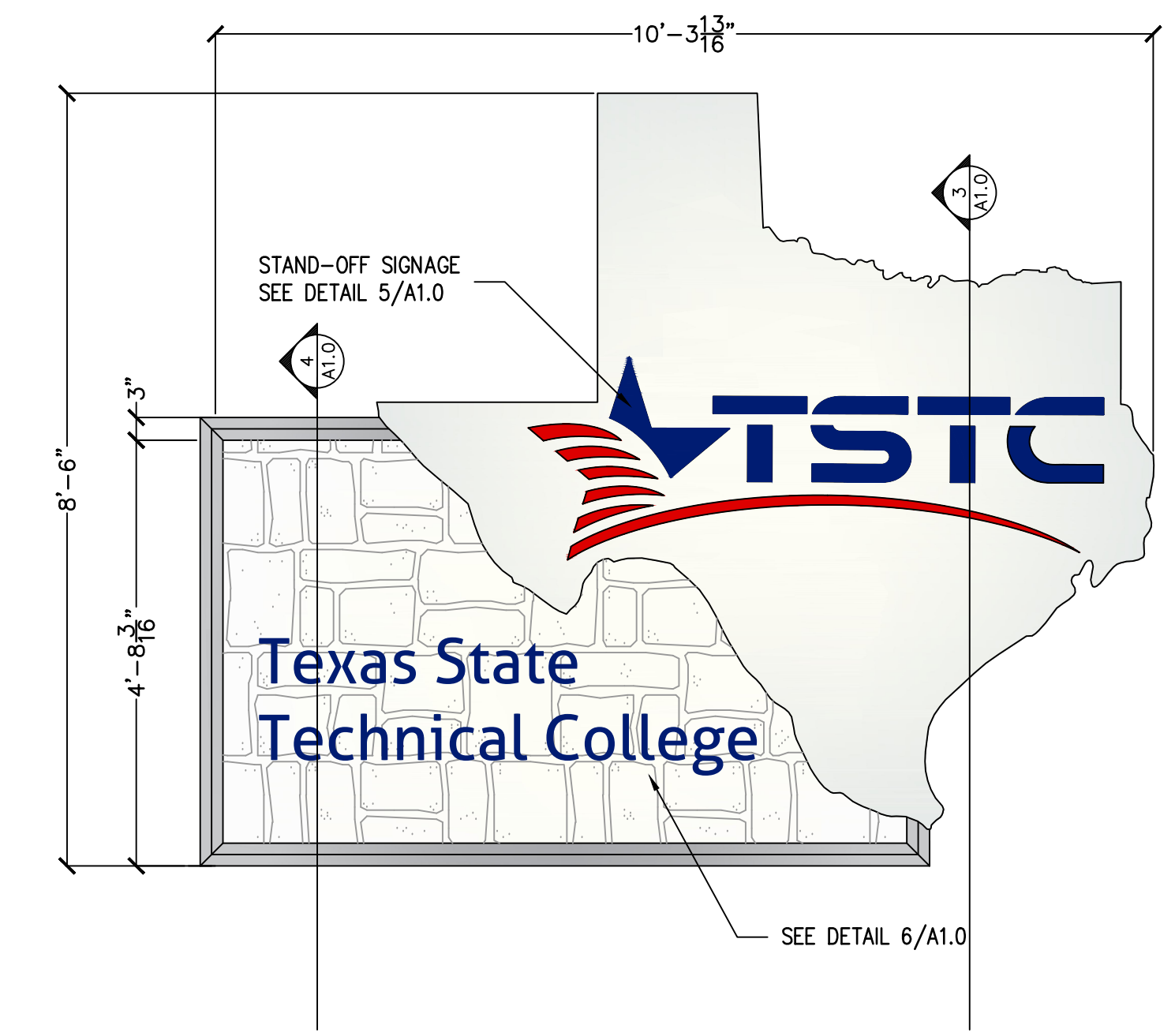
4 SECTION
SCALE: 3/4" = 1'-0"



3 SECTION
SCALE: 3/4" = 1'-0"



2 SIDE ELEVATION
SCALE: 3/4" = 1'-0"



2 FRONT ELEVATION
SCALE: 3/4" = 1'-0"

NO.	DATE	DESCRIPTION	BY



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A NEW MONUMENT FOR:
TEXAS STATE TECHNICAL COLLEGE
305 BOOKER STREET BROWNWOOD, TX 76801

MONUMENT PLAN
PLOTS SCALE: 3/4" = 1'-0"
JOB NO: 1801
DRAWN BY: C. JOHNSTON
DATE: 9/25/18

SHEET
A1.0
OF 2