

Texas State Technical College Waco

Tax Exempt # 74-1646989

Procurement Office

3801 Campus Dr.

Waco, TX 76705

(254) 867-3778 phone

 (254) 867-3792 alternate fax

 (254) 867-3758 direct fax

**REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**Title: Red River Apts. Kitchen Cabinet Renovation 2012**

**Proposal # RFP1234W**

**Posted Date: 06-18-12**

**Forms must be completed and returned for consideration.**

**Proposal Closing Date/Time: July 05, 2012 at 3:00 PM Central Standard Time**

**Mail Proposals to: Hand Deliver Proposals to:**

Texas State Technical College Texas State Technical College

Procurement Office Procurement Office

3801 Campus Dr. Attn: Sharon Ferrill, CTP

Waco, TX 76705 103 10th St. (on campus address only)

Attn: Sharon Ferrill, CTP Waco, TX 76705

**Faxed Proposals will not be accepted.**

**Emailed Proposals will not be accepted.**

Proposals must be received in a sealed envelope by the date and time shown above for consideration. Please indicate the Proposal #, Proposal Title, and Proposal Closing Date and Time on the sealed envelope and the outside mailer. Either hand deliver or mail to the address above. Proposals will be date/time stamped upon arrival. The date/time stamp used will be the official clock for proposal opening time. Proposals will be opened after the date shown and evaluated based on a Best Value Criteria to be set by TSTC.

Proposals will be read aloud. If you intend on being present at opening we ask that you please do not be late. The door will be locked at 3:00 PM and no one will be allowed in after 3:00 pm.

Late Proposals will not be accepted or considered for review.

Please sign your proposal. Failure to do so will automatically disqualify your submission.

After the evaluation process of the proposals it is our intention to make an award in the form of either/or an executed contract between both TSTC and the vendor of award or by purchase order or by both documents. TSTC reserves the right to the method of evaluation and award and reserves the right to reject any or all proposals or waive irregularities it deems necessary.

Open records requests for Bid Tabs or Award Notices will be available after an award has been made, and may be requested by contacting Jerry Sorrells via email at:

 jerry.sorrells@systems.tstc.edu

or by visiting the Electronic State Business Daily website at: <http://esbd.cpa.state.tx.us>

or the TSTC Procurement website at: <http://tstc.edu/procurement>

By signing the proposal, the proposer agrees to comply with all terms and conditions of the invitation for competitive sealed proposals and any purchase order or contract that is issued pursuant to the award made. TSTC reserves the right to award on an “All or None” basis or “Line Item” basis. TSTC also reserves the right to reject any proposal submitted. TSTC reserves the right to cancel the order at any time due to delay or non delivery as proposed. TSTC terms are Net 30 days.

General statement

Texas State Technical College Waco is requesting Competitive Sealed Proposals for material, labor and equipment to do renovation of Red River Apartments at Texas State Technical College, located on the TSTC Waco Campus, located at 3801 Campus Dr. Waco, TX 76705, as described within the Scope of Work specification within RFP1234W proposal package and/or any addenda that may be posted.

Project Manager Contact:

 Mike Ratliff (254) 867-3703

SECTION ONE

GENERAL INFORMATION

1.1 Purpose of the Request for Proposals -- The purpose of this Request for Proposals (RFP) is to engage a Proposer to provide the following Services to Texas State Technical College System (herein referred to as “TSTC”): to engage proposer to furnish material, labor, and equipment to do renovations at Red River Apartments. at the Waco Campus. This will be demo of approx.112 LFt of kitchen base and wall cabinets. Furnish and install approx. 112 Lft of base and wall cabinets with laminate counter tops. Removal and relocation of 8 sinks with traps and supply lines. Installation of 8 water heaters with their connections.

By means of this RFP, TSTC invites all qualified Proposers to submit Proposals in accordance with the requirements outlined in this RFP. TSTC anticipates that, based on its review and evaluation of the Proposals received pursuant to this RFP, it will select a Proposer and execute a contract whereby the Proposer renders Services to TSTC, in accordance with terms and conditions set forth in the contract.

1.2 Information about Texas State Technical College System -- TSTC is an institution of higher education and an agency of the State of Texas; it is a state-supported, technical college system that services students throughout the state of Texas. The college system includes four colleges: TSTC Harlingen, TSTC Marshall, TSTC Waco, and TSTC West Texas, which has campuses in Abilene, Breckenridge, Brownwood, and Sweetwater.

1.3 Historically Underutilized Business (HUB) Firms -- TSTC endeavors to promote full and equal opportunity for businesses to supply TSTC with goods and/or Services that are necessary to support TSTC's educational mission. In this regard, TSTC commits to select Proposers in accordance with (i) needs, (ii) resources, (iii) HUB goals and guidelines established by the Texas Legislature and the Texas Building and Procurement Commission, and (iv) policies and procedures for contracting with Historically Underutilized Businesses.

1.4 TSTC’s Right to Reject -- This RFP does not commit TSTC to select a Proposer or to award a Contract to any Proposer. TSTC reserves the right to accept or reject, in whole or in part, any Proposal it receives pursuant to this RFP.

 SECTION 2

RFP REQUIREMENTS

2.1 Right to Modify, Rescind, or Revoke RFP -- TSTC reserves the rights to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of TSTC executes a Contract with the Selected Proposer.

2.2 Compliance with RFP Requirements -- By submission of a Proposal, a Proposer agrees to be bound by the requirements set forth in this RFP. TSTC, at its sole discretion, may disqualify a Proposal from consideration, if TSTC determines a Proposal is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFP.

2.3 Binding Effect of Proposal -- Unless otherwise agreed in writing, signed by an authorized agent of TSTC, each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted for Services.

2.4 Signature, Certification of Proposer -- The Proposal must be signed and dated by a representative of the Proposer who is authorized to bind the Proposer to the terms and conditions contained in this RFP and to compliance with the information submitted in the Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Proposal to bind the Proposer to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.

2.5 Requirements for Submission -- The Proposal shall be entitled “Proposal Submitted for RFP #1234W” and shall clearly state the Proposal Opening Date and Time and Title identified.

By Hard Copy Submission:

The Respondent must submit one (1) original signed Proposal and, although not required, we ask that you please submit one (1) digital submission in the form of a cd or flashdrive.

The Proposal and accompanying documentation are the property of TSTC and will not be returned. TSTC will no longer provide “delivery or hand stamp” receipt of bids/proposals or proof of delivery of bid/proposals which are delivered by hand or courier. No proof of delivery shall be necessary.

The Proposal should be sent to TSTC at one of the following addresses:

By U.S. Mail/Overnight/Express Mail

 Texas State Technical College

 Procurement Office

 Attn: Sharon Ferrill, CTP

 RFP# 1234W

 3801 Campus Drive

 Waco, TX 76705

By Hand Delivery (on campus address only)

 Texas State Technical College

 Procurement Office

 Attn: Sharon Ferrill, CTP

 RFP1234W

 Patterson Hall

 103 10th St TSTC Campus

 Waco, TX 76705

2.6 Deadline for Proposals -- Proposals must be received in the TSTC Procurement Office, at the address specified in Section 2.5 of this RFP, no later than Thursday

July 05, 2012 at 3 pm. Proposal must be date/time stamped upon arrival.

Any Proposal received after EXPIRATION OF the DEADLINE will be immediately disqualified FROM CONSIDERATION, and WILL BE returned unopened to the PROPOSER.

2.7 Risk of Loss, Damage, Delay -- Proposer acknowledges and agrees to release and hold harmless the TSTC System, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to delivery of the Proposal or failure to deliver the Proposal to the Purchasing Office at TSTC, as designated in Sections 2.5 and 2.6 of this RFP.

2.8 Ownership of Proposals -- All Proposals become the physical property of TSTC upon receipt.

2.9 Use, Disclosure of Information --Proposer acknowledges that TSTC is an agency of the State of Texas, and is therefore required to comply with the Texas Public Information Act. Tex. Government Code Ch. 552. If a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the Proposer as proprietary will be used by TSTC only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Proposer selected.

2.10 Costs of Participation -- TSTC specifically disclaim responsibility, and/or liability, for all costs, expenses, or claims related to or arising out of the Proposers participation in this RFP process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the Proposal and the information relevant to the Proposal.

2.11 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, University Policies and Procedures. By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the Texas State Technical College System. System policies and procedures may be accessed at the following Internet address: <http://www.tstc.edu>

SECTION 3

RFP PROCEDURES

3.1 Rescission of Proposal -- A Proposal can be withdrawn from consideration at any time prior to expiration of the Deadline for Proposals, as stated in Section 2.6 of this RFP, pursuant to a written request sent to the Procurement Office Attn: Sharon Ferrill.

3.2 Request for Electronic Copy -- A Proposer may request an electronic copy of the RFP from Sharon Ferrill. Email requests will be responded to by email only.

Please email: sharon.ferrill@tstc.edu

**We recommend you obtain a copy of the proposal package by**

visiting one of the following sites.

The proposal is posted at: <http://esbd.cpa.state.tx.us> and on the TSTC website at: <http://tstc.edu/procurement>

for review, download and printing.

3.3 Request for Clarification -- TSTC reserves the right to request clarification of any information contained in a Proposal.

3.4 Request for Clarification by Proposer -- All questions and clarifications of the proposals must be submitted in writing by email request to the following contact by the date of July 2, 2012 at 3pm.

|  |
| --- |
| Sharon Ferrill, CTP |
| 3801 Campus Drive |
| Waco, TX 76705 |
| 254-867-3778 |
| Sharon.ferrill@tstc.edu |

3.5 Pre-Proposal Conference

A pre-proposal conference will be held at the Physical Plant Conference Room; located at 1200 Greenway, on the TSTC Waco campus, Tuesday, June 26, 2012 at 10:00 AM. Owner’s representative will be present to discuss this project. Only details of the project and clarification will be discussed at this time. Although not required it is highly recommended that you attend.

3.6 Evaluation of Proposals

Evaluation criteria will be that of Best Value to TSTC as TSTC deems necessary. Some of the criteria may be that of, but not limited to:

Respondent’s Pricing, Delivery of Proposal, Qualifications, References, Past Projects

3.7 Proposal Opening

Proposals will be opened after the deadline shown of July 5, 2012 after 3:00 PM. The proposal opening process is open to the public. We ask that you please be on time as the door will be locked promptly at 3:00 pm. All submitted proposals become the property of TSTC, after the RFP submittal deadline/opening date, and will not be returned.

All information, documentation, and other materials submitted in response to this solicitation are considered 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. Bid Tabs or Award Notices, after award, may be obtained by contacting:

 Jerry Sorrells by email at Jerry.Sorrells@systems.tstc.edu

 or by visiting:

**Electronic State Business Daily or TSTC Procurement website**

<http://esbd.cpa.state.tx.us> or <http://tstc.edu/procurement>

All requests must be in writing to Mr. Sorrells if not obtained at one of the above sites.

3.8 Award of Contract

TSTC intends to negotiate and award an agreement with the vendor submitting the proposal TSTC determines best meets TSTC’s requirements and is considered to be the best value overall. An award will be in the form of a contract agreement and or a purchase order.

3.9 Liquidated Damages

Owner and Contractor recognize that time is of the essence of this agreement and the Owner will suffer financial loss if the work is not completed per the completion schedule. Owner and Contractor therefore agree that liquidated damages for delay will be $200.00 per calendar day. Contractor will have 7 calendar days to begin and complete one stage of project. Contractor will commence work for first stage in date set in Notice to Proceed. After each stage there will be approx. one week down time and this is for relocating tenants by TSTC. Contractor shall receive five day notice before next stage is to be started and Contractor shall begin work on that fifth day of notice. This project will be completed on or before fifty six (56) calendar days after work has begun on first stage.

3.10 Contract & General Conditions

Anything related to this RFP shall comply with these documents and attached Texas State Technical College 2012 Uniform General and Supplementary Conditions.

Exhibit A Texas State Technical College 2012 Uniform General and Supplementary

 Conditions

Exhibit B N/A

Exhibit C N/A

Exhibit D N/A

Exhibit E: HUB Subcontracting Plan

 Exhibit F: Drawing A1- ATTACHED

 Exhibit G: Drawing A2- ATTACHED

 Exhibit H: Drawing A3- ATTACHED

3.11 Safety

Constructor must comply with all applicable safety regulations, including but not limited to, the TSTC Waco, College Operating Procedure (9.16) Contractor Safety. The “COP” may be downloaded or viewed at this electronic link: <http://iam.tstc.edu/users/cop/COP9.16-01-13-03.pdf>

SECTION 4

PROPOSAL CONTENTS

4.0 **Scope of Work**

Prep.

1. Construct barricades for 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. Contractor shall furnish and use floor covering for all areas that are being used by contractor during this project.

Demo.

1. Remove all upper and lower kitchen cabinets along with counter tops in 2 apartments of Red River Apts. This will include careful removal of overhead exhaust fan (vent hood) sinks, faucets and any plumbing under counter that supplies water to the sink and also the traps and drain inside the cabinets. Remove kitchen range. These items will be reinstalled in the new cabinets.
2. The address for the two apts. will be issued to the contractor prior to project.

Construction

1. This RFP is for a total of eight apartments. This project will be done in four stages using two apartments per stage. There will be a one week down time between each stage.
2. The plumbing of the existing washing machine box shall be retro-fitted for supply and drain lines for new water heater in new cabinet making sure the drain and supply lines are working properly. This plumbing is in a CMU wall and must be exposed in order for contractor to retrofit existing clothes washer plumbing for new water heater. There shall be a valve for the cold and the hot water piping. This location will be behind the new pantry cabinet. Contractor is advised to view this area on campus.
3. Supply electrical for water heater using existing wiring for clothes dryer receptacle. There will be no dryer in this apt. Use J boxes, connectors, and wiring conforming to City of Waco standards.
4. Furnish and install new” Diamond Prelude” cabinets, style “Lansing” with Hazel finish, upgrade 2 (all plywood and no MDF) and dimensions and installation as per Exhibit F-drawing A1, Exhibit G-drawing A2, and Exhibit H-drawing A3. These cabinets to have preformed laminate countertops with end splashes and laminate end pieces to match countertop color and style. Contractor will provide samples of countertop for Project Manager Mike Ratliff to choose from. Diamond prelude cabinets may be found at Lowe’s Home Center.
5. Install sink, faucet, traps and supply lines that were removed earlier. If traps and or supply lines and connections are found faulty then the contractor shall furnish and install new ones at no expense to TSTC. Position kitchen range into place. Reinstall exhaust fan and connect electrical.

Install new electric water heater that will be furnished by TSTC. Contractor shall furnish and install electrical and plumbing connections. This water heater must set in the parameters of the new pantry cabinet.

1. Furnish and install rubber floor base under all cabinets at toe-kick to match existing style and color.
2. This proposal is for a total of eight apartments. Again these eight apartments will be renovated in four stages, 2 apartments per stage with one week down time between each stage. This project will be completed on or before fifty six calendar days after work has begun on first stage.
3. Contact Project Manager Mike Ratliff @ 254-652-0064 to view apartment and with any questions about this proposal.

General Notes:

1. Project Completion Date: as set forth in section 3.9 of this RFP
2. Working hours for this project are from 7:00 AM to 6:00 PM Central Standard Time.
3. Contractor employees shall wear TSTC issued contractor badges during the duration of this project and all badges shall be signed back in to TSTC on completion of 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. Contractor shall maintain a traffic barricade of caution tape installed approx. 42” above finished floor unless others are stated above.
7. No radios, MP3s, etc.
8. Proper work attire will be maintained by contractor’s employees and sub-contractors.
9. If at any time there is a discrepancy with these notes then TSTC project manager will make final decision.

4.1 Plans and Specifications

Specifications:

1. ” Diamond Prelude” cabinets, style “Lansing” with Hazel finish, upgrade 2
2. Burke rubber floor base to match existing

4.2 Warranty

Contractor shall issue a one year warranty to TSTC for all labor and material used during this project. This warranty will begin on date of completion of project as signed off by TSTC Project manager.

4.3 Schedule:

A pre-bid conference will be held at the TSTC Waco Physical Plant conference room located at 1200 Greenway on the TSTC Waco campus on Tuesday, June 26, 2012 at 10:00 AM. Project Manager Mike Ratliff will preside over the meeting.

All work shall be completed as per Section 3.9

General Terms and Conditions

* 1. Contract Award

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 pursuit to this agreement.

* 1. Contract Term

The contract performance period shall be for the purpose of completion of this project, unless otherwise extended or terminated by TSTC in accordance with the terms and conditions of this contract. All contract renewals or extension 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.

* 1. Submitted Responsive Documents

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. Interpretation, Jurisdiction and Venue

This contract will be governed and be interpreted by the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any claim or dispute involving the resulting contract or the services provided there under, shall lie in a court of competent jurisdiction in McLennan County, Texas.

* 1. 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. Taxes

TSTC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code.

* 1. 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. 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. Insurance Requirements

Contractor must comply with *Texas State Technical College 2011 Uniform General and Supplementary Conditions* insurance requirements.

* 1. 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. Audit of Records

State Auditor’s Office. Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

* 1. Notices

All notices of change orders, amendments, modifications, or alterations hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid addressed as follows:

|  |  |
| --- | --- |
| Texas State Technical College  | Contractor |
| Attn: Mike Ratliff, Project Manager |  |
| 3801 Campus Dr. |  |
| Waco, TX 76705 |  |
| (254) 867-3703  |  |

* 1. Entire Agreement

This RFP, The contract, the Texas State Technical College 2012 Uniform General and Supplementary Conditions and its accompanying exhibits contain the entire understanding of the parties regarding the services or materials provided and supersede all prior agreements, oral or written and all other communications between the parties relating to the subject matter. This agreement may not be amended or modified, except by mutual written agreement between the parties.

* 1. 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. 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. Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used by TSTC and the Proposer to attempt to resolve any claim for breach of contract made by the Proposer.

* 1. Representations and Warranties by Contractor. If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
	2. Tax Certification.  If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, then Contractor certifies that it is not currently delinquent in the payment of any taxes due under such Chapter, or that Contractor is exempt from the payment of those taxes, or that Contractor is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
	3. Payment of Debt or Delinquency to the State.  Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
	4. Products and Materials Produced in Texas.   If Contractor will provide services under the Agreement, Contractor covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, Contractor will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
	5. Fees & Payment Terms. Notwithstanding any term or condition in the Agreement to the contrary, all invoices shall be payable to Contractor within thirty (30) days after TSTC’s receipt of invoice and delivery of the Product or Services in accordance with the Texas Prompt Payment Act, currently codified in Section 2251.021(a), *Texas Government Code*. Interest shall be payable by TSTC on all past due amounts at the rate specified in Section 2251.025(b) of such Code. Notwithstanding anything to the contrary, Contractor understands and acknowledges that TSTC’s payment processes are stipulated by the Texas Prompt Payment Act, and nothing in the Agreement shall be construed to prevent or restrict TSTC from full compliance with such Act.
	6. Eligibility Certification.  Pursuant to Sections 2155.004 and 2155.006, *Texas Government Code*, Contractor certifies that the individual or business entity named in the Agreement is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
	7. Texas Family Code Child Support Certification.   Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.
	8. Limitations. The Parties are aware that there may be constitutional and statutory limitations on the authority of TSTC (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on TSTC’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on TSTC except to the extent authorized by the laws and Constitution of the State of Texas.
	9. Texas Public Information Act. Notwithstanding any provisions of this Agreement to the contrary, the Contractor understands that TSTC will comply with the Texas Public Information Act, Gov’t Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. TSTC agrees to notify Contractor within twenty-four (24) hours of receipt of a request for information related to Contractor’s work under this Agreement. The Contractor will cooperate with TSTC in the production of documents responsive to the request. The Contractor may request that TSTC seek an opinion from the Attorney General of the State of Texas. However, TSTC will not honor Contractor’s request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, the Contractor will notify TSTC General Counsel within twenty-four (24) hours of receipt of any third party requests for information that was provided by the State of Texas for use in conducting this Agreement. This Agreement and all data and other information generated or otherwise obtained in the performance of its responsibilities under this Agreement may be subject to the Texas Public Information Act. Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers.

PROPOSAL FORM

Proposers Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Request for Proposal: ***RFP #1234W Title: Red River Kitchen Cabinet Renovation Project 2012***

*LUMP SUM PROPOSAL*

(*Written*) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*ADDENDUMS ACKNOWLEGED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

(if applicable)

RESPECTFULLY SUBMITTED:

|  |  |
| --- | --- |
| Authorized Signature: |  |
| Printed Name and Title: |  |
|  |  |
| Name of Contracting Firm:  |  |
| Address: |  |
| Telephone/Fax and Email Address: |  |
|  |  |
| Proposer's Corporate Charter No.: |  |
|  |  |
| If a Corporation, attest and affix a Corporate Seal: |  |
|  |  |
| by: |  |

The undersigned, in accordance with you invitation for Proposal have examined the Project Documents, Specifications, all Addenda, and the site conditions of the proposed work; and being familiar with all of the conditions surrounding construction of the proposed project and having conducted all inquiries, tests, and investigations deemed necessary and proper, hereby proposes to furnish all labor, insurance, materials, machinery, tools, supplies, and equipment to perform all work required for the project.

The proposer acknowledges by his signature:

* Proposer has received, read, and understands the proposal documents, and his proposal is made in accordance therewith.
* Proposer is in agreement to:
	+ Hold-open his proposal for sixty (60) days from date of proposal opening
	+ Accept a purchase order as “Notice to Proceed”, if awarded on the basis of this proposal
	+ Comply with the schedule provided
* These proposals are submitted with a declaration that no employee of the Owner has a financial or beneficial interest in this transaction.

*Texas Family Code Compliance Requirement:*

Firm Owner(s), Partners, Sole Proprietors, Share Holder(s)

of twenty-five percent (25%) interest:

|  |  |  |  |
| --- | --- | --- | --- |
| Name: |  | SSN: |  |
| Type Written |  |
|  | SSN: |  |
|  |  |
|  | SSN: |  |
|  |  |
|  | SSN: |   |

(Proposer may use bottom of page if necessary.)

*REQUIRED BONDS*:

Refer to Texas State Technical College 2011 Uniform General and Supplementary Conditions.

Exhibit E: HUB Subcontracting Plan





