

Request for Proposal

RFP#23-04 Industrial Technology/ Haas CNC Tool Equipment

ISSUED BY CISCO COLLEGE

Sealed offers subject to the terms and conditions of this Request for Proposal, for the above referenced will be received until

RFP Opening Date 10 AM CST, July 13, 2023

at which time the offers will be opened and recorded. Offers received after the specified time will be disqualified.

Legal Name of Business		
Contact Person	Title	
Telephone Number	Zip	
Website		
Authorized Signature	Printed Na	ame

QUALIFICATIONS 1. Company's Dun & Bradstreet (D&B) number: 2. List the following -A: Contract Administrator_____ Name Telephone Number Facsimile Number E-Mail Address B: Order Desk Contact:____ Name Title Telephone Number Facsimile Number E-Mail Address COOPERATIVE PROGRAM PARTICIPATION: Please place a check mark by the cooperative purchasing program that has awarded your company a current Agreement: DIR____ TASB_____ Buyboard_____ NJPA____ TIPS/TAPS_____ Sourcewell _____ Choice Partners___ I have no previous experience working with a cooperative. **EXPERIENCE:** 1. Year business was incorporated or established:

Entity name:	
Goods/Services Provided:	
Estimated Value of Contract:	
Customer Contact Name:	
Customer Contact Email:	
Customer Contact Phone:	

years in which your firm provided similar goods or services as proposed under this RFP.

2. SIMILAR CONTRACTS & REFERENCES: Provide the names of three (3) contracts awarded within the last three (3)

Entity

RFP	FP SUBMITTAL	

SCOPE/SPECIFIATIONS:	
REQUESTING HAAS BRAND SPECIFIC-	
ALTERNATIVE PROPOSALS	

TM-1P

--- Travels

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··03:;(t121H12u·13"UNC11SS-E-X-·Sptral flute··Tap;0367" Shank x-0.63"Thread"l:engtht2":5XO-;Modified -Bottomlng,
Flute, HS, TiCN Coated
• 03-0123 1/4"•28 UNF HSS-EX Spiral Flute Tap, 0.255" Shank x 0.354" Thread Length, 2.SXD, Modified Bottoming, 3
Flute, H3, TiCN Coated
03-0124 5/16" · 24 UNF HSS-EX Spiral Flute Tap, 0.318" Shank x 0.394" Thread Length, 2.SXD, Modified Bottoming, 3
Flute, H3, TICN Coated
• 03-0125 3/8"·24 UNF HSS-EX Spiral Flute Tap, 0.381" Shank x 0.394" Thread Length, 2.SXD, Modified Bottoming, 3
03-0126 7/16" · 20 UNF HSS-EX Spiral Flute Tap, 0.323" Shank x 0.472" Thread Length, 2.SXD, Modified Bottoming, 3
Flute, H3, TICN Coated
• 03-0127 1/2"-20 UNF HSS-EX Spiral Flute Tap, 0.367" Shank x 0.472" Thread Length, 2.5XD, Modified Bottoming, 3
Flute, HS, TiCN Coated
03-o129 #6-32 UNC HSS-EX Spiral Point Tap, 0.141" Shank x 0.413" Thread Length, 3XD, Plug, 3 Flute, H3, TICN
Coated
03-0130 #8-32 UNC HSS-EX Spiral Point Tap, 0.168" Shank x 0.453" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN
Coated • 03-0131 #10-32 UNF HSS-EX Spiral Point Tap, 0.194" Shank x 0.531" Thread Length, 3XD, Plug, 3 Flute, H3, TICN
Coated
• 03-o1321/4"•20 UNC HSS-EX Spiral Point Tap, 0.255" Shank x 0.591" Thread Length, 3XD, Plug, 3 Flute, H3, TICN
Coated
03-0133 5/16"·18 UNC HSS-EX Spiral Point Tap, 0.318" Shank x 0.669" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN
Coated
• 03-0134 3/8"-16 UNC HSS-EX.Splral Point Tap, 0.381" Shank x 0.748" Thread Length, 3XD, Plug, 3 Flute, H3, TICN
Coated
03-0135 7/16"-14 UNC HSS-EX Spiral Point Tap, 0.323" Shank x 0.866" Thread Length, 3XD, Plug, 3 Flute, H3, TiCN
Coated
• 03-01361/2"-13 UNC HSS-EX
Coated
• 03-01391/4"•28 UNF HSSEX Spiral Point (Tap., 0.255" Sha@t x 0.591" Thread Length, 3XD, 🛡 Ink x S0 Tw.4 11tg12.g(nt) 76.96 41.64 463.68 Tm[C)5.6 (oa) 15-0.01 Tw

03-1205 3/8" 0 HSSC08 Spot Drill587ot	

+06-03111" Arbor 1/2"-20 UNF Thread, Shell Mlii Coolant Slot Arbor Screw x 2

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, 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."

Subsection (c) states, "this section does not apply to a publicly held corporation."

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My firm is a publicly held corporation. This reporting requirement is not applicable.

My firm is neither owned nor operated by anyone who has been convicted of a felony.

My firm is owned or operated by someone who has been convicted of a felony:

Name of felon(s):	
General description of conviction:	

I, the undersigned agent for the vendor, certify that the information concerning notification of felony

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CERTIFICATION REGARDING TERRORIST ORGANIZATIONS

Effective September 1, 2017, Chapter 2252, Subchapter F, of the Texas Government Code provides that a Texas governmental entity may not enter into a contract with a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization - specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition under Subchapter F.)

organization is not subject to the contract prohibition under Subchapter F.)
I, the undersigned authorized representative of vendor, do hereby certify and verify that vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.
Initials of Authorized Vendor Representative
CERTIFICATION REGARDING CONTRACTING INFORMATION
If Vendor is not a governmental

Vendor shall agree to the following provision as well as any additional term and conditions in any solicitation or purchase order.

"This Contract may be terminated by CC in the event of breach of this Contract by Contractor. A breach occurs when Contractor fails to perform its obligations under this Contract or fails to comply with the terms of this Contract. In the event of a breach, CC shall provide the Contractor with written notice of such breach setting forth the basis for such claim of breach. Contractor shall have ten business (10) days from the receipt of the notice of breach to cure such breach. If Contractor fails to cure the breach within ten business (10) days of receipt of the notice, CC shall have the right to terminate Contract immediately and pursue any remedies available under law for breach of Contract. In the event, the Services under this Contract must be completed by a certain date, the Contractor 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."

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a quote or proposal, you agree to these Vendor violation and breach of contract terms.

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b. Termination for Cause and for Convenience for Contracts Exceeding \$10,000 For any CC purchase or contract in excess of \$10,000 made using federal funds, Vendor agrees that the following term and condition shall apply:

CC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from the procurement process in the event of a breach or default of the agreement by Vendor, in the event Vendor fails to: 1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a dartitements onof1)a(f)9.163 (ag4)-

Initials of Authorized Vendor Representative

h. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-nort

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fails to file the required certification shall be subject to a civil penalty of not less than \$10.000 and not more than \$100.000 for each such failure.

Initials of Authorized Vendor Representative

j. Procurement of Recovered Materials

grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

_____Initials of Authorized Vendor Representative

p. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

CC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract progressian (a)

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STANDARD TERMS AND CONDITIONS REQUEST FOR OFFERS

GENERAL INSTRUCTIONS

Definitions

- "Offeror" refers to submitter.
- "Contractor" refers to successful offeror awarded a contract.
- "Vendor" refers to a business selling goods or services.
- "Submittal" refers to those documents required to be submitted to the TACC Network by an offeror.

Contact Information

Cisco College is always conscious and extremely appreciative of your time and effort in preparing your offer. Any questions regarding this solicitation should be directed to:

Beverly Massey <u>beverly.massey@cisco.edu</u>
AEC Director of Operations
Cisco College
101 College Heights
Cisco, TX 76437

Cisco College makes no guarantee to respond to questions received less than forty-eight (48) hours *prior to the opening*.

Addenda

Any interpretations, corrections and/or changes to this Request for Proposal or extensions to the opening/receipt date will be made by addenda issued by Cisco College. An addendum will be published and distributed via Cisco College website @ cisco.edu RFP posting to all plan holders of record. However, it shall be the sole responsibility of the offeror to verify issuance/non-issuance of addenda. Submittals shall acknowledge receipt of all addenda.

Proposal Preparation

Unless otherwise indicated in this solicitation, an "all or nothing" offer is not acceptable and will be rejected. Offeror must be willing to negotiate an award for any portion or combination of offer items. Cisco College reserves the right to negotiate for BAFO (best and final offer).

When unit price differs from extended price, the unit price prevails.

In case of a discrepancy between the product number and

Offerors taking exception to

Validity and Acceptance

The offer shall be subject to acceptance for a period of ninety (30) days unless an extension is requested by Cisco College and approved by the offeror. Cisco College reserves the right to reject any or all offers or parts of offers. Submittals cannot be altered or amended after submission deadline unless offer has been selected for negotiation with Cisco College.

Evaluation and Award

Cisco College may make such investigations as it deems necessary to determine the ability of the offeror to provide satisfactory performance in accordance with offer requirements, and the respondent shall furnish to Cisco College all such information and data for this purpose at Cisco College's request.

Minimum standard for responsible prospective offerors are as follows:

Have adequate financial resources, or the ability to obtain such resources

Be able to comply with the required or proposed schedules and project requirements

Have a satisfactory record of performance for contracts of similar scope

(complete attached reference sheet)

Have a satisfactory record of integrity and ethics

Competitive pricing

Completeness and thoroughness of offer submittal

Cisco College reserves the right to waive any or all irregularities, formalities, or other technicalities and to be the sole and independent judge of quality and suitability of any products or services offered. Cisco College may accept or reject an offer in its entirety, or may reject any part of, without affecting the remainder of the offer.

In determining

Exclusivity

Any contract resulting from this solicitation is non-exclusive. Cisco College reserves the right to obtain like goods and services from other vendors.

2.0 TERMS OF ONTRACT

2.1 **Assignment**

The contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Cisco College, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government. Contractor shall not advertise, publish or otherwise make reference to the existence of a contract between Cisco College and Contractor for purposes of solicitation government entities except when contacting Cisco College. Contractor may refer to Cisco College as an evaluating reference for purposes of establishing a contract with other entities.

2.2 **Binding Agreement**

This offer, when properly accepted by Cisco College, shall constitute a contract equally binding between the successful offeror and Cisco College. No different or additional terms shall become a part of this contract with the exception of a Change Order issued by Cisco College.

2.3 Supplemental Agreements

An awarded contractor for Cisco College may enter into a separate supplemental agreement for the purpose of quantifying specific goods and services for a particular project beyond those specified in this solicitation. Such supplemental agreement shall be exclusively between 2 0 Td77 0 Td01 Tw 0.43.58 0 Tdb

2.7 Audit

Cisco College reserves the right to audit the records and performance of contractor during the term of the contract and for three years thereafter.

2.8 Governing Law and Severability

The laws of the State of Texas shall govern this contract. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect.

2.9 Freight

Freight will be F.O.B. Destination/Inside Delivery/Freight Prepaid and Added. Contractor shall be responsible for all claims against the carrier for all freight and/or drayage damage. Cisco College assumes no liability for goods delivered [i.i.].

2.14 Escalation Clause

Pricing shall remain consistent during the initial term of the contract for listed items. For percent discount contracts, the percentage discounts shall remain consistent through the entire term of the contract. For unit price contracts, Cisco College may consider a unit price redetermination no earlier than thirty (30) days after award, thereafter once during each term of the contract, and at the anniversary date of the contract. All requests for price redetermination shall be in writing to Cisco College, Director of Purchasing and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A., Insurance Coverage Rates, etc. The offeror's past performance of honoring contracts at the offered price will be an important consideration in the evaluation of the lowest and best offer. Cisco College reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of Cisco College. All other terms and conditions remain the same for the duration of the contract. Price escalations are only accepted upon issue of an executed contract Change Order by Cisco College.

If during the life of the contract, the contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that Cisco College shall receive such price reduction.

2.15 **Discontinuance & Obsolescence**

Models proposed may be subject to change due to discontinuance/obsolescence without notice. Contractor shall immediately notify Cisco College in writing when products are discontinued. Failure to make such notification shall result in the contractor providing the upgraded or comparable model at contracted price as approved by Cisco College.

2.16 Contract

Any award from this solicitation does not become a contract unless and until the offer is accepted by Cisco College and i t 's B o a r d o f D i r e c t o r s . Notice to the successful offeror will be made via phone of a notice of award and final execution of the contract by Cisco College, whereupon the Contract becomes binding and enforceable. Contracts for awarded offers will not be executed until the awarded offeror submits all requested contract price sheets or catalogs to Cisco College for distribution to the Purchasing