

REISSUE OF INVITATION FOR BIDS

Issued by



WORKFORCE SOLUTIONS
C O A S T A L B E N D

for

AIRFRAME EQUIPMENT

IFB No. 23-08

Bid Response to be submitted to the

Coastal Bend Workforce Development Board (d.b.a. Workforce Solutions)

Rissue Date: May 15, 2023, 2:00 pm Central Time

IFB is available May 15, 2023, 2:00 pm Central Time

Bid Submission Date: May 30, 2023, 2:00 pm Central Time

Procurement is open and subject to the availability of funds.

A proud partner of the  American Job Center network

Workforce Solutions is an Equal Opportunity employer/program. Historically Underutilized Businesses (HUBs) are encouraged to apply. Auxiliary aids and services are available upon request to individuals with disabilities. Telephone access is available by dialing 711 or you can also call 512.936.0342; (TDD): 1.800.735.2989, Voice 1.800.735.2988.

This document contains vital information about requirements, rights, determinations, and/or responsibilities for accessing workforce system services. Language services, including the interpretation/translation of this document, are available free of charge upon request.

Este documento contiene información importante sobre los requisitos, los derechos, las determinaciones y las responsabilidades del acceso a los servicios del sistema de la fuerza laboral. Hay disponibles servicios de idioma, incluida la interpretación y la traducción de documentos, sin ningún costo y a solicitud.

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I. BACKGROUND

Workforce Solutions Coastal Bend (WFSCB) is a non-profit, tax-exempt organization that serves as the Workforce Board. WFSCB oversees workforce development programs in the Coastal Bend Region. As the grant recipient and administrative entity, WFSCB is responsible for the planning, evaluation, and oversight of workforce rated programs. WFSCB primarily receives funding from the United States Department of Labor (DOL) through the Texas Workforce Commission (TWC) and manages approximately \$41,400,000 in workforce development programs which are administered through Career Centers for area businesses and residents.

Vendors are invited to participate in this Reissue of Invitation for Bids (IFB). Responses must be submitted in conformance with the instructions specified herein. By submitting this bid, if awarded a contract, the Bidder agrees and promises to see, furnish, and deliver to Jarod Bleibdrey, Dean of Career and Technical Education at Coastal Bend College (CBC), on behalf of WFSCB, commodities and services contained in this IFB.

As a prerequisite, the Bidder receiving contract under this solicitation must not be excluded from participation in federally-funded programs or projects. The eligibility status of the potentially-awarded Bidder will be verified against the federal System for Award Management (SAM) before a final award determination is made.

Written acceptance of the Bidder's response by WFSCB, by issuance of a purchase order or contract, constitutes a binding contract made and entered into, by and between WFSCB and the Bidder. The firm shall then fully perform the contract in accordance with the specifications, terms and conditions, and requirements contained herein.

II. PURPOSE OF IFB

WFSCB is seeking bids on the purchase of the airframe equipment listed on the Bid Pricing form of the IFB. The project initiating this IFB is intended to utilize TWC grant funds awarded to WFSCB for the Texas Industry Partnership Program (TIP). TIP is intended to support collaborations between local Workforce Development Boards and industry partners. WFSCB and the Kingsville Chamber of Commerce have entered into an agreement to create an Airframe & Power Plant certification program in collaboration with CBC. The goal of this project is to train students which will result in an accreditation of Aviation Maintenance Technicians in preparation for employment opportunities for contractors at the Naval Air Station Kingsville in support of the mission to train carrier-based strike fighter pilots. The purpose of this project is to offset the cost of equipment needed to implement the program.

III. FUNDING AUTHORITY

The funding source for this project is 50% financed with federal money under a JET grant program and 50% financed by community partners. Purchasing requirements associated with federal grant dollars shall be applicable to this purchase. Any award from this IFB will be contingent upon the availability of funds to WFSCB from TWC.

IV. BID SCHEDULE & CONTACT INFORMATION

Bid Title	Reissue of IFB for Airframe Equipment
Bid No.	IFB No. 23-08
Date Reissued	May 15, 2023
Deadline for Questions	May 19, 2023
Bid Due Date & Time	May 30, 2023 @ 2:00 PM
Bid Opening Date & Time	May 30, 2023 @ 3:00 PM
Projected Contract Award Date	June 5, 2023
Date Delivery Required	50% of Products must be delivered by July 31, 2023
IFB Point of Contact	<p>Esther Velazquez Workforce Solutions Coastal Bend 400 Mann Street, Suite 800 Corpus Christi, TX 78401 361.885.3013 esther.velazquez@workforcesolutionscb.org</p>
Delivery Location F.O.B. (Destination)	<p>Jarod Bleibdrey Dean of Career and Technical Education Coastal Bend College 3800 Charco Road Beeville, TX 78102 361.354.2339 jbleibdrey@coastalbend.edu</p>

V. BID DELIVERY and OPENING

For consideration, no later than 2:00 pm, Monday, May 30, 2023, the Bid Response must be received by the IFB Point of Contact listed above. The Bid Response will be comprised of two (2) separate envelopes and one USB drive containing two electronic files, one of the response forms and one for the bid pricing. Envelopes shall be clearly marked “Response to Reissue of IFB No. 23-08 – Airframe Equipment” and “Sealed Bid for Reissue of IFB No. 23-08 – Airframe Equipment.”

The bid opening will occur virtually at 3:00 pm (CDT) on May 30, 2023. The opening will be held publicly, and all interested parties are invited to participate from a computer, tablet, or smart phone via Zoom:

Join Zoom Meeting

<https://us02web.zoom.us/j/89948834561?pwd=NmhLNvhld3pWWEZJa0Mrc2Z0Y3QvUT09>

US Toll-Free: 888 475 4499

Meeting ID: 899 4883 4561

Passcode: 673172

VI. BIDDER’S INSTRUCTIONS

- a) Forms to be Completed. Enclosed in this Bid Package are a series of forms related to required information, certifications, questionnaires, and notices. Complete Bid Responses must include a completed version of each required form listed below:

- Response Checklist & Acknowledgement of Addendums
 - Bidder Questionnaire
 - No Award to Debarred or Suspended Vendor's Assurance
 - Felony Conviction Notification
 - Certifications (includes Conflict of Interest/Nepotism, Conflict of Interest Questionnaire, Restrictions on the Use of Certain Public Subsidies, Texas Corporate Franchise Tax, State Assessment, Lobbying, and Drug-Free Workplace)
 - Service Representative
 - Bid Pricing (in a separate sealed envelope clearly marked "Sealed Bid for Reissue of IFB No. 23-08 – Airframe Equipment")
- b) Number of Copies. The Bid Response must be submitted as one original paper version with wet signatures and an electronic version on a USB drive. The electronic version must contain e-signatures and have two separate files, one of the response forms and one of the bid pricing. Any differences between the original paper version and the electronic version are at the liability of the Bidder. Binders or notebooks are not required or encouraged. Responses should be prepared using the forms provided and presented in a clear and concise manner and submitted in the order as prescribed in the IFB. Bids not submitted as required will be considered non-responsive.
- c) Bid Documentation. The documentation included in the Bid Response must be complete and comprehensive. WFSCB will not be responsible for locating or securing information that is not included in the Bid Response. Failure to furnish adequate documentation with the Bid Response may result in it being rejected as incomplete and non-responsive.
- d) Addition of Terms and Conditions. Additional terms and conditions submitted with a Bid Response are of no effect unless accepted in writing by WFSCB. Bids with any additional terms and conditions may be rejected as non-responsive.
- e) Assistance to Bidders with a Disability. Bidders with a disability that need an accommodation must contact the IFB Point of Contact prior to the deadline for receipt of bids so that reasonable accommodation can be made.
- f) Bid Held Firm. Bids are not awarded at the bid opening. Bid Responses will be firm for one hundred eighty (180) days, unless otherwise specified by the IFB Point of Contact in writing. Offers must be valid for a period of one hundred eighty (180) days following the date and time designated for receipt of bids. If an offer is valid for a longer period of time, state so in the bid.
- g) Bid Results. Bidders desiring a copy of the bid results are instructed to submit an email request to the IFB Point of Contact. Bid results will be emailed after an award decision is made.
- h) Corrections. The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the Bid Response. Bid Responses with corrections and alterations that are not initialed are subject to confirmation by the IFB Point of Contact. Corrected Bid Responses must be received prior to the submission deadline.
- i) Definitions.
1. Bidder: any person or firm submitting a competitive bid in response to a solicitation.
 2. Bid Results: a summary of all bid responses received and the award results.
 3. Bid Response: the executed document submitted by a Bidder in response to a solicitation.
 4. Contractor: any person or firm having a contract with WFSCB.

5. Invitation: the process of notifying prospective Bidders that WFSCB wishes to receive bids for furnishing goods and services.
- j) Facsimile Bids. Bid Responses faxed to WFSCB will be rejected. However, bids may be faxed to a third party who will put it in a properly addressed envelope and deliver it to WFSCB before the date and time specified in the solicitation.
 - k) Late Bids. It is the Bidder's responsibility to ensure that a Bid Response is physically deposited with WFSCB prior to the date and time specified for the opening. Late Bid Responses will not be opened and will be rejected regardless of the degree of lateness or the reason.
 - l) Minor Informalities. WFSCB reserves the right to waive minor informalities in Bid Responses. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other Bidders.
 - m) New Equipment and Materials. Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.
 - n) Packaging. All commodities and equipment are to be delivered and packaged strongly and securely according to accepted commercial practices. Uniform Commercial Code (UCC). Standard Terms and Conditions for the State of Texas apply.
 - o) Pricing (Unit and Total Prices). The unit price is to be according to the unit of measurement specified in the solicitation. In the event of mathematical differences between the unit price and extended total, the unit price will prevail.
 - p) Questions and Clarifications. All questions and requests for clarification regarding this solicitation must be addressed to the IFB Point of Contact referenced on page 3 of this document. The requirements of this solicitation can only be altered by written addendum to the solicitation. Verbal communications from whatever source are of no effect. Questions must be received in writing by the deadline specified in this document to allow the IFB Point of Contact to issue any needed addendums in sufficient time before the bid opening date. All questions submitted prior to the May 19, 2023 deadline together with WFSCB's responses will be posted to the Procurement Opportunities page of WFSCB's website by 5:00 pm on Wednesday, May 24, 2023.
 - q) Review of the Bids. After the bid opening, bids become subject to Texas Public Information Act (TPIA). Interested parties may submit a formal public information request for this information.
 - r) Acceptance. WFSCB reserves the right to accept any bid meeting the requirements of this Bid Package that is deemed to be the lowest bid. WFSCB reserves the right to opt to award "No Contract" as the result of this IFB process. WFSCB reserves the right to negotiate the final terms and conditions, including price, of any contract awarded for this service allowable under the procurement guidelines of the U.S. Government, the State of Texas and the TWC for WFSCB. The Bid Document and all associated responses are the property of WFSCB with accessibility and review rights granted to the TWC and as applicable under the TPIA requirements. WFSCB reserves the right to make a single award for all components and materials, at WFSCB's discretion, if it is in WFSCB's best interest.

- s) Rejection. WFSCB reserves the right to reject any and all bids in whole or in part. Bid Responses will be rejected if:
 - 1. The Bid Response is not legible.
 - 2. The Bid Response is not completed as requested.
 - 3. The Bid Response is faxed to WFSCB.
 - 4. The Bid Response is not responsive to each of the specifications or other requirements of the solicitation, including certifications.
 - 5. The Bid Response is received after the time and date specified.
 - 6. The Bidder is found to be an excluded party per the federal SAM system.
- t) Signature. The Bid Response must contain wet signatures of the Bidder or of Bidder's duly authorized agent or representative. The name and title of the person signing the Bid Response must be typed or printed above the signature.
- u) Specifications - Compliance. All bids submitted in response to this IFB must comply with the specifications contained herein, and the successful Bidder will be held responsible. Products offered must meet or exceed specifications included in this IFB. Noncompliance with specifications is grounds for rejection of the Bid Response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated herein must contact the IFB Point of Contact in writing as soon as possible (but no later than May 19, 2023), so the IFB Point of Contact can determine whether the specifications need to be amended.
- v) Taxes. WFSCB does not pay sales tax or federal excise tax. WFSCB will furnish a tax-exempt certificate upon request.
- w) Withdrawal or Changes to a Bid Response Prior to the Bid Opening Date and Time. Before the bid opening date and time, the Bidder's authorized representative may withdraw or change a Bid Response by making a written request to the IFB Point of Contact.
- x) Withdrawals after the Bid Opening Date and Time. After the opening, no changes may be made to the Bid Response. The Bidder may make a written request to withdraw the Bid Response, subject to approval by WFSCB.

VII. GENERAL CONTRACT TERMS & CONDITIONS

- a) Affirmative Action. The contractor will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees without regard to race, color, religion, sex, national origin or physical handicap.
- b) Applicable Law and Venue. This contract is governed by and construed in accordance with the laws of the State of Texas. Any action to enforce this contract must be brought in Nueces County, Texas.
- c) Assignments and Subcontracts. The contractor may not assign or otherwise transfer or delegate any right or duty without WFSCB's express written consent. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and accepts all of the terms of this contract, including any attachments.

The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of WFSCB.

- d) Binding Contract. The acceptance of a Bid Response in writing by WFSCB may constitute a contract between the Bidder and WFSCB. Written acceptance from WFSCB will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a Bidder with a WFSCB employee or other agent will have no force or effect unless reduced to writing.
- e) Compliance with Laws. The contractor must, in the performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including Title VI of the Civil Rights Act of 1964. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision.
- f) Compliance with Public Records Law. The contractor understands that, except for disclosures prohibited under TPIA requirements related to confidentiality, WFSCB must disclose to the public upon request any records it receives from contractor. The contractor further understands that any records which are obtained or generated by the contractor under this contract, except for records that are confidential, may, under certain circumstances, be open to the public upon request under the TPIA requirements. The contractor agrees to contact WFSCB immediately upon receiving a request for information under the TPIA and to comply with WFSCB's instructions on how to respond to the request. Bid Responses are exempt records until the time and date of the bid opening.
- g) Confidentiality. The contractor agrees not to use or disclose any information it receives from WFSCB or its agents under this contract that WFSCB has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by WFSCB. WFSCB agrees not to disclose any information it receives from the contractor that has previously been identified as confidential and which WFSCB determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the TPIA requirements. The duty of WFSCB, its agents, and the contractor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of the contract.
- h) Contract Amendment. After a binding contract has been entered into, no changes (i.e. substitution of product or a price adjustment) may be made, unless prior written approval has been obtained from WFSCB.
- i) Inspections and Investigations. WFSCB reserves the right to conduct inspections and investigations related to the Bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the Bidder.
- j) Material and Workmanship. All material and workmanship shall be subject to inspection and testing by WFSCB and/or CBC either at: the point of manufacture, place of storage, upon receipt, or at the point of set-up.
- k) Payment Terms. Payment will normally be made within thirty (30) days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. The vendor selected must submit an itemized invoice to WFSCB. All invoices and payment

inquiries must be directed to WFSCB's Fiscal Department at fiscal@workforcesolutionscb.org. WFSCB will incur no penalty for late payment if payment is made within thirty (30) or fewer days from receipt of goods or services, or if invoice is contested. No payment will be made until and unless WFSCB verifies that goods provided are consistent with the requirements of this solicitation.

l) Termination of Contract.

1. Termination without Cause. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days' written notice.
2. Termination for Lack of Funding or Authority. WFSCB may terminate this contract, effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:
 - If TWC fails to appropriate funds intended for and committed to the terms of this contract. Any such contract termination shall be at no cost to WFSCB.
 - If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. However, the contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - If federal or state laws or rules are modified or interpreted in a way that the purchases or services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.
3. Termination for Cause. Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination. WFSCB, by written notice of default to the contractor, may terminate the whole or any part of this contract under any of the following conditions:
 - If the contractor fails to provide products or services required by this contract within the time specified or any extension agreed to by WFSCB.
 - If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.
4. Termination Rights and Remedies. The rights and remedies of WFSCB provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
5. Termination and Deliveries. If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders have been canceled by WFSCB.

VIII. SPECIAL TERMS & CONDITIONS

- a) Amendments. WFSCB reserves the right to alter, amend or modify any provision of this IFB, or to withdraw this IFB at any time prior to award if to do so is in the best interest of WFSCB.
- b) Bid Informalities. WFSCB reserves the right to accept any portion of a bid, to accept other than the bid offering the lowest cost, to reject any or all bids, and to waive informalities and minor irregularities in bids received.
- c) Bidder Qualifications. The Bidder must be a distributor or dealer currently engaged in the business of sales, installation, support, and service of products available to the eleven (11)

counties in the Coastal Bend Region and must meet all requirements on the certification forms. Distributors/Dealers will be responsible for the provision of any Warranty.

- d) Negotiations. If needed, negotiations shall be conducted with all responsible, responsive Bidders deemed to be in the competitive range, i.e., have a reasonable chance of being selected for award. Bid amount will remain constant and non-negotiable.
- e) Award. WFSCB staff recommendations will be presented to WFSCB's Board of Directors at the May 18, 2023 meeting to authorize WFSCB's President/CEO to enter into the purchase agreement.
- f) Appeal Process. A Respondent who wishes to appeal the decision will be required to notify WFSCB's President/CEO, in writing, within fifteen (15) days from the date of the notification. The complainant letter must specify the nature of the appeal and any desired remedies of action. WFSCB reserves the right to determine whether the appeal is valid and merits further consideration.
- g) Delivery and Installation. The contractor shall deliver commodities and services ordered under this contract as follows:
 - 1. Delivery/set-up must be made within sixty (60) days after the contractor receives an order from WFSCB by issuance of a purchase order(s) or contract.
 - 2. If delivery requirements cannot be met within the specified time, the Bidder must notify the IFB Point of Contact in writing of the delay and the approximate date delivery may be expected.
- h) F.O.B. Point and Freight. Delivery and passage of title under this contract shall be as follows:
 - 1. Delivery will be F.O.B. Destination, to the location listed on page 3.
 - 2. Title and risk of loss of the goods shall not pass to WFSCB until WFSCB actually accepts the goods at the point or points of delivery; and WFSCB shall have the right to inspect the goods at delivery before accepting them.
 - 3. Bids must state the number of days required to deliver all items requested to WFSCB's designated location(s) under normal conditions. Unrealistically short or long delivery timeframe may cause bid to be rejected.
 - 4. Delivery must be made during normal business hours only, unless prior permission has been obtained from WFSCB.
- i) Descriptive Literature. The bidder's response must include descriptive literature or detailed manufacturer's specifications for the specific equipment or commodities being offered. Bidders are instructed to clearly mark the literature information that demonstrates compliance with the specifications. Bids must include manufacturer, brand or trade name, illustrations, and other appropriate descriptions of products offered.
- j) Warranty Requirement. By submitting this bid, Bidder agrees to the following:
 - 1. Bidder unconditionally warrants his materials and set-up for a period of twelve (12) months after installation and acceptance by WFSCB and/or CBC.
 - 2. Bidder will coordinate and assist WFSCB and/or CBC with claims against Manufacturer's Warranty.
 - 3. Bidder will cover the cost of warranty service calls for the duration of Manufacturer's Warranty period.

- k) Pricing. Pricing under this contract shall be Firm Fixed in whole and in price per unit. The total bid price is to include all discounts and deductions. Do not include tax in bid. Purchases made by WFSCB are exempt from State Sales Tax. Tax Exemption Certificates are available upon request. Pricing shall be firm for the period of the contract. The price to be paid by WFSCB shall be that contained in the bid which the Bidder warrants to be no higher than Bidder's current prices on orders by others for products of the kind and specification covered by this bid for similar quantities under similar or like conditions and methods of purchase.
- l) Servicing of the Contract. The contractor will be required to furnish a copy of the equipment manual, service/parts book and replacement data book, spare keys, etc. for each item of equipment purchased by WFSCB.
- m) Service Representative. The contractor must provide a dedicated service representative to provide support for this contract. The contractor shall provide the name and contact information for the service representative. During the contract period, the contractor shall notify the IFB Point of Contact in the event the contractor's service representative changes.

IX. SCREENING, REVIEW & EVALUATION PROCESS

In keeping with applicable federal and state guidelines, selection criteria for the award of a contract through this solicitation will include evaluation subject to the following review and evaluation process.

Step 1 – Staff Review & Evaluation

Bids must meet all requirements and specifications in order to be evaluated. Staff with appropriate credentials and experience will review the documentation to determine responsiveness in terms of the requirements and specifications contained in the IFB. Bid Responses not meeting requirements will not be evaluated. Review and evaluation of Bid Responses will be performed by WFSCB staff.

Sample Evaluation Worksheet

Vendor: _____

Criteria		Yes	No
Specifications	All product specifications were met or exceeded in the Bid Response.		
Terms	All terms of delivery, installation, warranty and service were met or exceeded in the Bid Response.		
Priority Consideration of HUB Business	For the HUB Bidder, a valid certificate was included in the Bid Response.		

Step 2 – Bidder Notification

WFSCB staff will notify all Bidders of their selection or non-selection.

Step 3 – WFSCB Board of Directors

WFSCB staff recommendations will be presented to the WFSCB Board of Directors for consideration during the scheduled meeting on May 18, 2023. Upon approval, their vote will authorize WFSCB's President/CEO to enter into the purchase agreement.

X. FORMS

- Response Checklist & Acknowledgement of Addendums
- Bidder Questionnaire
- No Award to Debarred or Suspended Vendor's Assurance
- Felony Conviction Notification
- Certifications (includes Conflict of Interest/Nepotism, Conflict of Interest Questionnaire, Restrictions on the Use of Certain Public Subsidies, Texas Corporate Franchise Tax, State Assessment, Lobbying, and Drug-Free Workplace)
- Service Representative
- Bid Pricing (in a separate sealed envelope clearly marked "Sealed Bid for Reissue of IFB No. 23-08 – Airframe Equipment")

RESPONSE CHECKLIST

Bid Response includes all of the following items:

- Bidder Questionnaire
- No Award to Debarred or Suspended Vendor's Assurance
- Felony Conviction Notification
- Certifications
 - Conflict of Interest/Nepotism
 - Restrictions on the Use of Certain Public Subsidies
 - Texas Corporate Franchise Tax
 - State Assessment
 - Lobbying
 - Drug-Free Workplace
- Service Representative
- USB Drive containing electronic version of Bid Response
(one file of the response forms and one file of the bid pricing)
- Bid Pricing

ACKNOWLEDGEMENT OF ADDENDUMS

Initial below to indicate receipt of any addendums that were issued prior to bid closing date:

_____ N/A

_____ Addendum #1

_____ Addendum #2

_____ Addendum #3

Acceptance of all terms and conditions of Reissue of IFB No. 23-08 – Airframe Equipment

Name of Certifying Person

Title of Certifying Person

Signature of Certifying Person

Date

BIDDER QUESTIONNAIRE

Name of firm under which you do business:

Authorized Contact:

Title:

Name and Title of person authorized to sign agreements for Bidder (if different from authorized contact above):

Street Address:

P.O. Box (if applicable):

Telephone:

Fax:

Email:

Website:

Organization Description:

Type of Organization (check all applicable):

- Individually-Owned
- Partnership
- Joint Venture
- Corporation
- Private
- Public
- For Profit
- Non-Profit

If a corporation, enter the date of incorporation and the State in which incorporated:

Date:

State:

Federal ID or DUNS Number:

Number of Employees:

The number of years your firm has been in business under the present firm name:

Enter any other names your firm has done business under, indicate the dates, locations, and number of years for each:

Describe the general background and services provided by your firm:

Name and qualifications of the general project manager/supervisor assigned to this account:

Historically Underutilized Business (HUB) defined a for-profit entity that has not exceeded the size standard prescribed by 34 TAC §20.294, and has its principal place of business in Texas, and is at least fifty-one percent (51%) owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service Disabled Veteran, who reside in Texas and actively participate in the control, operations and management of the entity's affairs.

Is the Bidder certified as a HUB? YES NO

A copy of Bidder's HUB Certificate must be included in the Bid Response.

Name of Certifying Person

Title of Certifying Person

Signature of Certifying Person

Date

NO AWARD TO DEBARRED OR SUSPENDED VENDOR'S ASSURANCE

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (2 C.F.R. Part 417), Department of Labor (29 C.F.R. Part 98), Department of Education (2 C.F.R. Part 3485), and Department of Health and Human Services (2 C.F.R. § 376).

WFSCB will not award a contract to:

- Any contracting entity or any principals of contracting entities that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State Government.
- Any contracting entity or any principals of contracting entities that are within a three-year period preceding any bid or proposal convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal or State) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- Any contracting entity or any principals of contracting entities that are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal or State) with commission of any of the offenses enumerated in paragraph.
- Any contracting entity or any principals of contracting entities that within a five-year period preceding the application of bid being evaluated had any public transactions, or contracts (Federal or State) terminated for cause or default.
- Any contracting entity or any principals of contracting entities that are within a five-year period preceding the application or bid being evaluated had in the course of any public transactions (Federal or State) forfeited, payment or a performance bond on any contracted job.

By signing this form, the Bidder certifies by their signature that none of the above exclusions apply to their company or business entity nor its principals indicating a lack of business integrity or business honesty that seriously and directly affects its responsibility. Failure to return this executed document with submitted bid documents may cause the bid to be deemed as non-responsive.

Name of Certifying Person

Title of Certifying Person

Signature of Certifying Person

Date

FELONY CONVICTION NOTIFICATION

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, 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, but the company representative must check off a selection below (A, B, or C).

Please check off a selection below:

- () A. My firm is a publicly held corporation, therefore, this report requirement is not applicable.
- () B. My firm is not owned and/or operated by anyone who has been convicted of a felony.
- () C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s):

Details of conviction(s):

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 following information furnished is true to the best of my knowledge.

Name of Certifying Person

Title of Certifying Person

Signature of Certifying Person

Date

CERTIFICATION – CONFLICT OF INTEREST/NEPOTISM

The Bidder agrees no employee, officer, or agent of its organization shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

The Bidder agrees not to solicit nor accept gratuities, favors or anything of monetary value from the officers, employees, and agents of WFSCB associated this contract.

The Bidder agrees to report any acts of conflict to the President/CEO or Chairman of the Board of Directors of WFSCB, immediately and complete the following form not later than the seventh (7th) business day after the date the Bidder becomes aware of facts that require the statement to be filed.

Name of Certifying Person

Title of Certifying Person

Signature of Certifying Person

Date

CERTIFICATIONS

Restrictions on the Use of Certain Public Subsidies

Pursuant to Texas Government Code § 2264.051, the Bidder certifies that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4). The Bidder certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code § 2264.051.

Texas Corporate Franchise Tax

Pursuant to Article 2.45 Texas Business Corporation Act, State Agencies may not contract with for-profit corporations that are delinquent in making state franchise tax payments. The following certification, stating that the corporation making this bid is current in its franchise taxes.

_____ Not applicable (Bidder is not a corporation)

Indicate the certification that applies to the Corporation:

_____ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

State Assessment

_____ Not applicable (Bidder is not a corporation).

Indicate the certification that applies to the Corporation:

_____ It is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.

_____ It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

Lobbying

This certification is required by the Federal Regulations, implementing § 1352 of the Program Fraud and Civil Remedies Act, 31 U.S. Code § 1352, for the Department of Agriculture (2 C.F.R. Part 418), Department of Labor (29 C.F.R. Part 93), Department of Education (34 C.F.R. Part 82), Department of Health and Human Services (45 C.F.R. Part 93).

The Bidder certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

Drug-Free Workplace

This certification is required by the Federal Regulations, implementing the Drug-Free Workplace Act of 1988, Pub.L 100-690, §§ 5150-5160 (41 U.S.C. § 8101 et seq., as amended); for the Department of Agriculture (2 C.F.R. Part 421), Department of Labor (29 C.F.R. Part 98), Department of Education (34 C.F.R. Part 86), and Department of Health and Human Services (2 C.F.R. Part 382).

The Bidder certifies that it shall provide a drug-free workplace.

Certification

Signature by an authorized representative of the Bidder and return of this document to WFSCB are prerequisites for finalizing this bid.

Name of Certifying Person

Title of Certifying Person

Signature of Certifying Person

Date

SERVICE REPRESENTATIVE

The contractor must provide a dedicated service representative to provide support for this contract. The contractor shall provide the name and contact information for the service representative. During the contract period, the contractor shall notify the IFB Point of Contact in the event the contractor's service representative changes.

Name:

Address:

City, State, Zip Code:

Telephone Number:

Fax Number:

Email:

BID PRICING

Bid Pricing must be in a separate sealed envelope clearly marked:

“Sealed Bid for Reissue of IFB No. 23-08 – Airframe Equipment”