



## **Request for Proposal**

# **UNT FRISCO LASER ENGRAVER**

**RFP769-22-11332CS**

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**UNT Frisco Laser Engraver**  
**REQUEST FOR PROPOSAL**

Proposal of: \_\_\_\_\_  
(Company Name)

In accordance with Education Code 51.783, the University of North Texas (UNT), subsequently referred to as the Owner, is accepting proposals and intends to enter issue a Purchase Order to a Respondent in accordance with the terms, conditions and requirements set forth in this Request for Proposal (RFP).

UNTS is accepting bids no later than 2:00 p.m. CST on May 19, 2022, Bids received after the date and hour previously stated will not receive consideration.

The scope of work of this RFP is equipment for the UNT Frisco Campus project, located at 12995 Preston Road, Frisco, TX 75034. More specifically described below:

**Scope of Work/Specifications –Laser Engraver**

- Provide specifications equal to or better than and Epilog Fusion Pro 36 (CO2) Laser Engraver, further specifications attached as Exhibit A.

**PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED OR REFERRED TO IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AS DIRECTED.**

**1. PRE-PROPOSAL MEETING/SITE VISIT: No Pre-Proposal meeting will be held.**

**2. PROJECT PROPOSED SCHEDULE**

April 22, 2022		Issue RFP
May 10, 2022	1:00 p.m.	Deadline for Submission of Questions
May 12, 2022	5:00 p.m.	Responses to Questions Post on Website
May 19, 2022	2:00 p.m.	Deadline for Submission of Proposal
June 2022		Formal Contract Award Notification
June 2022		Purchase Order Issued

**3. GENERAL REQUIREMENTS**

**3.1 Pricing**

Your proposal must include all labor, material, equipment and services necessary to complete the work. Pricing reflects the full Scope of Work defined herein; inclusive of all associated cost for delivery, labor, insurance, taxes, overhead and profit, or as otherwise defined, as appropriate.

**3.2 Unit Prices**

When requested, Respondents must price per unit shown. Unit prices shall govern in the event of extension errors. Respondents must give unit prices for each item to be purchased. An "All or None" response by Respondent may be rejected at the option of the Owner. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.

**3.3 Schedule**

Time is of the essence in the performance of the Respondent's duties. It is critical that the engraver is delivered and installed between October 1, 2022, and October 31, 2022.

### 3.4 Purchasing Items

- A. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Substitution requests of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
- B. Unless otherwise specified, all material shall be new and unused.
- C. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
- D. Samples, when requested, must be furnished free of expense to the Owner. If not destroyed in examination, they will be returned to Respondent, on request, at Respondent's expense. Each sample should be marked with Respondent's name, address, and requisition number. Do not enclose in or attach offer to sample.
- E. A is required. Please provide information on the warranty provided.
- F. Delivery
  - i. Show number of days required to complete project under normal conditions.
  - ii. No substitutions permitted without written approval of Owner.
- G. Inspection and Tests

All work will be subject to inspection and test by the Owner. All costs shall be borne by the respondent in the event of failed inspection or tests.

### 3.5 Eligible Respondents

Only individual firms or formal joint ventures may apply. Two (2) firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude a respondent from having consultants.)

## 4. SUBMISSION OF PROPOSALS

- 4.1 Submit a total of one (1) complete copy of the entire response. An original signature must appear on the Proposal Form.
  - A. The materials submitted via delivery must be enclosed in a sealed envelope, box, or container; the package must show clearly the proposal deadline; the RFP name must be clearly visible; and name and the return address of the Respondent must be clearly visible.

**NOTE:** Show the RFP name and submittal date in the lower left-hand corner of your sealed proposal envelope (box/container).
  - B. Late proposals will not be considered under any circumstances.
  - C. The Owner reserves the right to accept late proposals; however, proposals received after opening time will not be accepted.
  - D. Facsimile ("FAX") or emailed proposals are not acceptable.

**The Proposal must be submitted no later than 2:00 p.m. CDT on May 19, 2022. Proposals received after the date and hour previously stated will not receive consideration.**

**Via hand delivery or overnight delivery only (i.e. FedEx, UPS, etc.):**

TO: Carrie Stoeckert, CTCM/CTCD  
Senior Contract Administrator  
University of North Texas System  
Business Service Center  
Woodhill Square  
1112 Dallas Drive, Suite 4000  
Denton, Texas 76205

The delivery of responses is via **Federal Express, UPS or hand delivery** to arrive between the hours of 8:00am to 5:00 p.m.

**Via electronic delivery:**

**UNTS Jaggaer link:**

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS>

Proposals will be received until the date and time established for receipt, then opened. The names of the respondents who submitted proposals will be made available. Pricing will be available after the contract is awarded. **No public opening will be held for this RFP.**

- 4.2 After proposals are received in response hereto and notice of intent to award is made, the successful Respondent will be issued a Purchase Order.

Any questions or concerns regarding this Request for Proposals shall be directed to:

Carrie Stoeckert – Senior Construction Contract Coordinator  
University of North Texas System  
Office of Facilities Planning and Construction

Please submit solicitation questions to: [Carrie.Stoeckert@untsystem.edu](mailto:Carrie.Stoeckert@untsystem.edu)

**All questions must be received no later than May 10, 2022, at 1:00 p.m. CST. All questions and answers will be posted to the website by 5:00 pm CST, May 12, 2022.**

The Owner specifically requests that Respondents restrict all contact and questions regarding this RFP to the above-named individual.

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in electronically by addendum (amendment) and posted at:

[Bid Opportunities \(untsystem.edu\)](http://www.untsystem.edu)

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS>, and

<http://www.txsmartbuy.com/sp>

All such addenda issued by the Owner prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of such on the proposal form. Respondents are responsible for obtaining any addenda posted on the websites listed above.

Only those inquiries the Owner replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. The Respondent must acknowledge all addenda on this proposal form.

#### 4.3 Compliance with Law

Respondent is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991, and all other laws and regulations and executive orders as are applicable.

#### 4.4 University's Right to Audit

At any time during the term of any Contract resulting from this solicitation and for a period of seven (7) years thereafter, the Owner or a duly authorized audit representative of the Owner or the State of Texas, at its expense and at reasonable times, reserves the right to audit Respondent's records and books relevant to all services provided under this Contract. In the event such an audit by the Owner reveals any errors/overpayments by the Owner, Respondent shall refund the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owing the Owner from any payments due Respondent.

#### 4.5 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Respondent agrees to allow, during and for a period of not less than seven (7) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Respondent and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services, and their duly authorized representatives.

#### 4.6 Insurance and Bonds

Bonds are not required for this purchase.

The Respondent shall provide and maintain insurance as required. The minimum insurance coverage and bonding requirements are stated in Division 00, Section 007000, *UGC*.

#### 4.7 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Respondent for the performance of services associated with and pertinent to the resultant Agreement shall accrue, directly, or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are, by definition, an employee of the State.

#### 4.8 Non-Disclosure

Respondent and Owner acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such

information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Respondent or Owner, unless (i) required by law, (ii) required by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

#### 4.9 Publicity

Respondent agrees that it shall not publicize this potential Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the Owner's employees or use the Owner's name in connection with any sales promotion or publicity event without prior written approval.

#### 4.10 Assignment

The potential agreement with Respondent resulting from this RFP is a personal service contract for the services of Respondent, and Respondent's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party without the Owner's prior written consent. The benefits and burdens of such agreement are, however, assignable by the Owner.

#### 4.11 Assignment of Overcharge Claims

Respondent hereby assigns to the Owner any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

#### 4.12 Patent and Copyright

Respondent shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by any resulting Contract.

#### 4.13 Texas Public Information Act

The Owner considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of RFP information.

#### 4.14 Freedom of Access and Use of Facilities

Respondent's employees shall have reasonable and free access to use only those facilities of the Owner that are necessary to perform services under a resulting Contract and shall have no right of access to any other facilities of the Owner.

#### 4.15 Observance of University Rules and Regulations

Respondent agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, parking and security regulations.

#### 4.16 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFP.

#### 4.17 Governing Law

- A. This RFP, and any resulting Contract, agreement or purchase order shall be construed and governed by the laws of the State of Texas.
- B. The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have been issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that is required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this order may be terminated by either party upon written notice to the other party.
- C. **Important Notice:** Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to, the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).
- D. **Federal Funds:** All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions, even if part of a State or local government follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document, vendor certifies that vendor is in compliance with OMB A-110 and that vendor is not on the Debarred Bidders List.

#### 4.18 Owner's Special Conditions

The Owner requires full compliance with Contract and General Requirements. The documents shall be a part of this RFP and the Contract.

#### 4.19 Prevailing Wage Schedule, University of North Texas

Prevailing wage schedule shall in accordance with Texas Government Code, Chapter 2258. The hourly wage rate for work over forty (40) hours a week and work on legal holidays shall be not less than one and one-half (1.5) times the hourly rates.

Respondents shall base their proposals on rates they expect to pay. The Owner will not consider claims for extra payment to the Respondent on account of payment of wages higher than those required by Texas Government Code, Chapter 2258.

#### 4.20 Pursuant to Section 231.006 of the Family Code, response must include names and social security numbers of each person with at least twenty-five (25) percent ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

- 4.21 **Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.**
- A. **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.
  - B. **Excess Obligations Prohibited:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which the Owner applies annually. Any purchase order may be canceled at any time without penalty if legislative and/or Owner funds are not appropriated for goods or services obligated on any purchase order beyond the current fiscal year (September 1 through August 31 of any given year.)
  - C. **Cancellation:** Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by the Owner for some other reason through no fault of the vendor, the vendor will be contacted. The Owner reserves the right to cancel this contract upon thirty (30) days written notice to the Respondent. The Respondent must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should unforeseeable conditions occur.
  - D. **Miscellaneous:** The laws of the State of Texas shall prevail, including the Public Information Act. Any Order is not confidential. All transactions associated with this Order may be subject to audit. Vendor, by accepting this Order agrees to allow access to all records regarding this transaction upon written request by UNTS Internal Auditors and/or UNTS Business Support Services Procurement department.

## 5. EVALUATION

- 5.1 The successful offer will be the offer that is submitted in response to this Proposal by the Submittal Deadline and provides the Best Value to the Owner in the Owner's sole discretion. Offers will be evaluated by an evaluation committee that will include employees of the Owner and other persons invited by the Owner to participate. The evaluation of offers and the selection of the Successful Offer will be based on the information provided to the Owner by the respondent in response to the Specifications section of this Proposal. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to the Owner. The successful respondent will be required to enter into a contract acceptable to the Owner.

The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. The Owner may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of the Owner and will be extended in writing

In evaluating Proposals to determine the best value for the State, the Owner may consider information related to past contract performance of a Respondent including, but not limited to, Texas Comptroller of Public Account's Vendor Performance Tracking System.

- 5.2 Evaluation Criteria

Proposals will be opened publicly to identify the names of the proposers and their respective proposed agreement amounts. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award. Proposals will be evaluated by the Owner. The criteria for evaluation, Best Value determination using Education Code 51.9335 and selection of the successful proposer for this award, will be based upon the equally weighted factors listed below:

- a. An award is made to the vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered by some of the criteria listed below:
  - i. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
  - ii. The purchase price;
  - iii. The reputation of the vendor and of the vendor's goods or services;
  - iv. The quality of the vendor's goods or services;
  - v. The extent to which the goods or services meet UNTS needs;
  - vi. The vendor's past relationship with UNTS and its component institutions;
  - vii. The impact on the ability of UNTS to comply with laws and rules relating to historically underutilized business;
  - viii. The total long-term cost to UNTS of acquiring the vendor's goods or services;
  - ix. And any other relevant factor that a private business entity would consider in selecting a vendor.

## 6. AWARD PROCESS

- 6.1 After the opening of the offers and upon completion of the initial review and evaluation of the offers submitted, selected respondents may be invited to participate in oral presentations. The selection of the Successful Offer may be made by the Owner on the basis of the offers initially submitted, without discussion, clarification or modification. In the alternative, selection of the Successful Offer may be made by the Owner on the basis of negotiation with any of the respondents. At the Owner's sole option and discretion, it may discuss and negotiate all elements of the offers submitted by selected respondents within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest-rated offers. The Owner will provide each respondent within the competitive range with an equal opportunity for discussion and revision of its offer. The Owner will not disclose any information derived from the offers submitted by competing respondents in conducting such discussions. Further action on offers not included within the competitive range will be deferred pending the selection of the Successful Offer; however, the Owner reserves the right to include additional offers in the competitive range if deemed to be in its best interest.

After the submission of offers but before final selection of the Successful Offer is made, the Owner may permit a respondent to revise its offer in order to obtain the respondent's best final offer. The Owner is not bound to accept the lowest-priced offer if that offer is not in its best interest, as determined by the Owner.

The Owner reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of the Owner.

- 6.2 Respondent's Acceptance of Evaluation Methodology

Submission of an offer by a respondent indicates: (1) the respondent's acceptance of the Selection Process, the Evaluation of Criteria for selection, and all other requirements and specifications set forth in this Proposal; and (2) the respondent's recognition that some subjective judgments must be made by the Owner during this Proposal process.

- 6.3 Contract

- A. A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until a UNT Purchase Order is issued and accepted. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in §105.151 of the Texas Education Code.

- i. An award is made to the Vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, **BEST VALUE** may be considered.
  - ii. **DEBTS TO THE STATE:** Any party indebted to the State of Texas or any party who is more than thirty (30) days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract.
  - iii. If a “best offer” vendor shows not to be in “good standing,” this agency may reject the response and award to the next best response.
  - iv. The Owner reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever the Owner, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of the Owner.
- B. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through proposer and the requirement to cooperate is included in any subcontract it awards.
- 6.4 Response Results: It is not the policy of the Owner to furnish results over the telephone. Bid tabulations may be requested by email to [Carrie.Stoeckert@untsystem.edu](mailto:Carrie.Stoeckert@untsystem.edu) . Only names will be available until after the award of the contract.
- 6.5 Historically Underutilized Businesses (HUB): This RFP does not require a HUB Plan.

## 7. PRICING

**Base Bid:** The conditions affecting the Work, and being familiar with the site; and having made the necessary examinations, proposes to furnish all labor, materials, equipment, and services necessary to complete the Work in strict accordance with the Scope of Work/Specifications for the above referenced project for the following sum:

\$
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## 8. PAYMENT TERMS

The Owner shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty (30) days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Payment Applications and any required supporting documents must be presented to: University of North Texas System Facilities; 1155 Union Circle #311040, Denton, Texas 76203-5017.

- a. Payment on any contract will be withheld from Proposer if Proposer is determined to be more than thirty (30) days delinquent for Child Support.
- b. Successful Proposer shall be responsible for referencing the purchase order number(s) resulting from this proposal on any invoice(s), packing list(s), correspondence, etc. Invoicing must correlate to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Response is subject to disqualification if Proposer provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the Owner is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.
- d. Proposer agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

**9. SALES TAX**

Purchases made for the Owner's use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.

**10. INSURANCE**

The Proposer shall provide and maintain, until the work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as stated in Division 00, Section 007000, UGC.

**11. TIME OF COMPLETION**

Laser Engraver will need to be delivered and installed between October 1, 2022 and October 31, 2022.

**12. LIQUIDATED DAMAGES**

Liquidated damages will be in accordance with the UGC's.

**13. BOND**

This RFP does not require a bond.

**14. ADDENDA**

Receipt is hereby acknowledged of the following addenda to this RFP. (Initial, if applicable)

No. 1: \_\_\_\_\_ No. 2: \_\_\_\_\_ No. 3: \_\_\_\_\_ No. 4: \_\_\_\_\_ No. 5: \_\_\_\_\_ No. 6: \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

**15. QUALIFICATIONS**

Refer to Section 5.2 of this document. Not providing qualifications on the provided form will be cause for disqualification.

An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for rejections of the entire proposal. This proposal is valid and will be honored for a period of ninety (90) days following the proposal opening.

**THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SECTION WILL RESULT IN DISQUALIFICATION OF YOUR FIRM.**

- A. By signature hereon, Respondent offers and agrees to furnish the products and/or services in compliance with all terms, conditions, requirements set forth per the RFP documents and contained herein.
- B. By signature hereon, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted proposal or any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.
- C. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UNTS's option, may result in cancellation of any resulting contract or purchase order.
- D. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce

Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

- E. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
- F. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal. Unsigned responses will not be considered under any circumstances.
- G. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code (TAC) Title 34. In the case of a tie, the award will be made in accordance with TAC, Title 34, amended. Check below preference claimed under TAC, Title 34, amended:

- Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- Agricultural products produced or grown in Texas
- Agricultural products and services offered by Texas bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards

- H. Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.
- I. By signature hereon, Respondent certifies it is a small business and/or minority/female owned business as defined by the State of Texas. Check status below:

- Historically Underutilized Business
- Small Business (House Bill 366, 64th Legislature)
- Minority/Female Owned Business (House Bill 2626, 73rd Legislature)
- Certified by Texas Department of Commerce
- Status not claimed

- J. By signature hereon, Respondent certifies as follows:

“Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

“Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

- K. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship, exist between Respondent and an employee of any UNTS component, or Respondent has not been an employee of any UNTS component within the immediate twelve (12) months prior to RFP response. All such disclosures will be subject to administrative review and approval prior to UNTS entering into any contract with Respondent.

- L. Respondent certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of separation from State agency: \_\_\_\_\_

Position with Respondent: \_\_\_\_\_ Date of employment with Respondent: \_\_\_\_\_

- M. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, Texas Government Code).
- N. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- O. **Suspension, Debarment, and Terrorism:** Respondent further certifies that the Respondent and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
- P. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- Q. By signature hereon, Respondent will comply with and agree to use E-Verify System in accordance with State of Texas Executive Order RP-80 throughout this project as appropriate.
- R. Respondent affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code, Section 2270.002. Additionally, respondent shall not engage in a boycott of Israel during the term of this Agreement.
- S. Respondents should give Payee ID Number, full firm name, and address of Respondent below in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the Federal Employer's Identification Number

Complete the following:

Payee ID No. \_\_\_\_\_

If a Corporation  
State of Incorporation: \_\_\_\_\_

FEI No. \_\_\_\_\_

Charter No: \_\_\_\_\_

Company Information:

Submitted by:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Street Address Line 1)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Facsimile Number)

\_\_\_\_\_  
(Email Address)

# EXHIBIT A

## Epilog Laser

- Epilog Fusion Pro 36.80 watt CO2 Laser Engraver (36"X24"), electrical: 220v
- EPump Air Assist Compressor/Pump
- Remote Setup & Training (up to 6 hours)  
Provide recommendation for remote schedule

Provide option for onsite training

- Warranty

### Options:

- Fusion Rim-style Rotary Attachment
- Fusion Pro 36 Slat Table
- Fusion Pro 36 Task Plate
- Add'l Lens - 4" [Edge 12, 24, 36 CO2; Pro 24, 36, 48 CO2]
- Add'l Lens - 1.5" [Edge 12, 24, 36 CO2; Pro 24/36 CO2]
- Fusion 3-Jaw Chuck Rotary Attachment
- FiltraBox Expand1 (PAT Technology) Fume Extractor
- Auto-start Cable

### Basis of Design:



	Fusion Pro 24 (CO2)	Fusion Pro 24 (Fiber/Dual)	Fusion Pro 36 (CO2)	Fusion Pro 36 (Dual)	Fusion Pro 48 (CO2)	Fusion Pro 48 (Dual)
Work Area	24"x24" (610x610mm)		36"x24" (914x610mm)		48"x36" (1219x914mm)	
Max Material Thickness	9" (228mm)				12.25" (311mm)	
Laser Tube Wattages	60 or 80 watt, CO2 air-cooled, metal/ceramic tube, 10.6 micrometers	Fiber: 30 or 50 watt fiber, air-cooled, includes collimator, 1064nm, Beam quality: M2 < 1.1, Dual: 60 watt CO2 and 30 watt fiber	60 or 80 watt, CO2 air-cooled, metal/ceramic tube, 10.6 micrometers	Dual: 60 watt CO2/30 watt fiber or 80 watt CO2/50 watt fiber, Fiber source is air-cooled, includes collimator, 1064nm, Beam quality: M2 < 1.1	80 or 120 watt, CO2, air-cooled, metal/ceramic tube, 10.6 micrometers	Dual: 120 watt CO2/50 watt fiber, Fiber source is air-cooled, includes collimator, 1064nm, Beam quality: M2 < 1.1
Software	Laser Dashboard™, Epilog Job Manager™					
Memory	Multiple files up to 1GB, Engrave any file size					
Motion Control	High-speed, continuous-loop, brushless DC servo motors on the x-axis using rotary encoding technology for precise positioning					
X-Axis Bearings	Ground & polished stainless steel, teflon-coated, self-lubricating bearings. Dual blocks on X-axis for greater rigidity					
Belts	Advanced B-style double-wide Kevlar precision drive belts					
Resolution	User-controlled 75-1200dpi					
Speed & Power	165 IPS (4.2m/s) with 5g acceleration. Computer-controlled in .001 increments up to 100%. Color mapping feature links speed, power, frequency, & raster/vector mode					
Print Interface	USB, Wireless, & 10Base-T Ethernet connections. Windows 7/8/10 compatible					
Size (W x D x H)	41.52"x32.81"x38.04" (1055x834x967mm)		53.52"x32.81"x40.54" (1359x833x1029mm)		70.6"x51.3"x42.75" (1794x1304x1086mm) Pedestal removed: 34"h (863mm)	
Weight	240lbs (108kg)		275lbs (124kg)		650lbs (295kg)	
Electrical	Auto-switching power supply 110-240volts, 50 or 60Hz, single phase				220/240volts, 50 or 60Hz, single phase	
Ventilation System	350-400CFM (595-680m³/hr) external exhaust to outside or internal filtration unit required. One output port, 4" (102mm) in diameter				Two upper output ports. One lower port. Total 735CFM. All ports 4" (102mm) diameter	
Class	Class 2 Laser Product - 1 mW CW MAXIMUM 600-700nm					

Technical specifications and product configurations subject to change without notice.