



REQUEST FOR PROPOSAL: RFP# TRKMFE-RFP-2

Re-Bid Kilgore Maintenance Facility Equipment

2025 RFP-2

David A. Cleveland, Executive Director, ETCOG

Vince Huerta, Director of Transportation

RFP TIMELINE SCHEDULE (dates/times subject to change)

| | |
|-----------------------------|---|
| Bid Released | Friday, August 1, 2025 |
| Questions Due | Wednesday, August 13, 2025 |
| Staff Responses Post | Monday, August 18, 2025 |
| Access Link Deadline | Thursday, August 28, 2025 (11:00 AM) |
| Bids Due | Friday, August 29, 2025 (11:00AM) |

All programs and employers under the auspices of ETCOG is in compliance with
EO (29 CFR 38.25).

INTRODUCTION

EAST TEXAS COUNCIL OF GOVERNMENTS

East Texas Council of Governments (ETCOG) is a voluntary association of counties, cities, school districts and special districts within a fourteen-county East Texas region. ETCOG assists local governments in planning for common needs, cooperating for mutual benefit and coordinating sound regional development. Either directly or through contractors, ETCOG provides programs and services for East Texas seniors, employers, and job seekers. ETCOG also builds the 9-1-1 emergency call delivery system, provides peace officer training and homeland security planning services; and delivers rural transportation services, business finance programs, grant writing services and environmental grant funding for the region.

PURPOSE

The East Texas Council of Governments (ETCOG), through its regional public transportation division, GoBus, is issuing this Request for Proposal (RFP) to solicit qualified vendors to supply, deliver, and, where applicable, unload, set up, connect, assemble, or calibrate maintenance equipment for GoBus' newly constructed maintenance and operations facility located in Kilgore, Texas.

GoBus provides essential rural and regional transit services throughout a multi-county area in East Texas. The new maintenance facility is a critical investment in the agency's ability to maintain and expand transit service reliably and efficiently. Equipping this facility with modern, durable, and safe equipment is a key milestone in supporting GoBus' long-term operational needs, including preventive maintenance, corrective repairs, and fleet servicing.

The purpose of this RFP is to secure one or more vendors who can provide equipment that meets GoBus' technical, operational, safety, and budgetary requirements. Vendors are encouraged to propose comprehensive, cost-effective, and innovative solutions that support efficient transit fleet maintenance operations and align with applicable industry standards.

PROPOSAL INFORMATION AND SCOPE OF WORK

AWARDS & CONTRACT

Due to the variety of items requested in this RFP, ETCOG reserves the right to award multiple vendors in order to effectively meet the full scope of purchase needs. However, ETCOG will make every effort to group and bulk items where feasible to minimize the number of awards and support cost efficiency for vendors. Additionally, vendors should be aware that awards may include the option for a longer-term agreement to accommodate ongoing procurement of items necessary for future maintenance and operational needs.

EXPERIENCE AND ELIGIBILITY

Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants). ETCOG will contract only with the individual firm or formal organization that submits a proposal. Vendors must have a minimum of three (3) years of experience providing tools and maintenance shop equipment to like businesses.

Vendors must not be debarred or suspended from doing business with governmental entities in the State of Texas. Vendors shall have or be able to secure and maintain at their sole expense all licenses and permits as may be required to provide the services or supplies described in this RFP, including but not limited to, a license to do business in the State of Texas.

EQUIPMENT

The selected vendor(s) will be responsible for supplying new, high-quality maintenance equipment suitable for servicing the range of public transit vehicles operated by ETCOG, including light-duty and medium-duty buses and vans. A full summary of fleet specifications is provided in Table B on page 6 for reference. Table A below lists the equipment items ETCOG is seeking through this procurement. While the descriptions in Table A are intended to guide vendor proposals, they are not prescriptive. Vendors are encouraged to propose items that are equivalent or superior to those listed, provided they meet the operational needs of the GoBus maintenance team, are compatible with the GoBus fleet, and remain cost effective.

Every item proposed by the vendor should include all necessary accessories (power cords or other instruments required to power or work the machine or equipment) and associated manufacturer user manuals.

TABLE A

| # | CATEGORY | ITEM | # OF UNITS | ITEM DESCRIPTION |
|-----|-----------|---|------------|---|
| E1 | Equipment | Industrial Forklift | 2 | 5,000 lbs. maximum lift capacity, 189-inch maximum lift height, 24-inch load center, ergonomic operator controls, hydrostatic steering, airless/full rubber tires |
| E2 | Equipment | Industrial Man Lift | 1 | 45-foot working height, 39-foot platform height, 700 lbs. lift capacity, 25% gradability, zero turning radius, 24V DC power source, solid non-marking tires |
| E3 | Equipment | Industrial Parts Washer | 2 | 40-gallon tank capacity, 100 lbs. load capacity, water-based solvent type, flexible spout, high flow pump, safety lid |
| E4 | Equipment | Industrial Drum Jack/ Lifter/Transport | 4 | 550 lbs. capacity, steel jaw grips, 53" max lift height, 58" horizontal dump height, manual hydraulic hand or foot pump raises or lowers drum, manual crank to rotate drum, movability to swivel on casters |
| E5 | Equipment | Industrial Drum Pallet | 2 | Drum spill containment pallet with side rails, easy to remove galvanized grating, four-way forklift access, 2400 lbs. capacity, 4 drum capacity, steel construction |
| E6 | Equipment | Jack Stands | 8 | 2-ton capacity, adjustable height, wide foot base, double locking safety mechanism, |
| E7 | Equipment | Industrial Worktable | 1 | Dimensions: 60 inches length x 36 inches width x 30 inches height, steel and iron construction, powder coated, 7 ga thickness, foot pads, suitable for heavy loads and extreme temperatures |
| E8 | Equipment | Diagnostic Tool Kit | 1 | Hardware and Software to diagnose fleet vehicles and engine codes to identify issues in need of repair, DOT standards, LED display, compatible with current ETCOG fleet |
| E9 | Equipment | Industrial Heavy Duty Bench Vice | 2 | Enclosed spindle type, 6 in jaw face width, 6.5-inch max jaw opening, 166 mm reverse jaw opening, 3.75-inch throat depth, serrated jaw face type, steep jaw pad material 360-degree base swivel angle, 60,000 psi body tensile strength, replaceable jaw attachment, bolt down base mount |
| E10 | Equipment | Dual-Bevel Miter Saw | 2 | 12-Inch dual-bevel miter saw, compound cutting abilities, precision laser guide, ambidextrous operation, 3800RPM, 4.2 x 13in Cutting Capacity, 0-45° Bevel & Miter Cut, 9 Positive Stops, 15-Amp Corded |

| | | | | |
|-----|-----------|---|---|--|
| E11 | Equipment | Welding and Cutting Outfit: Acetylene | 1 | Portable torch, tip, and cylinder kit, torch handle, oxygen regulator, fuel regulator, for heavy duty welding and brazing |
| E12 | Equipment | Electric MIG Welder | 2 | Single-Phase, 60 Hz input frequency, CV power source, DC polarity, 30-300 A amperage range, flux-cored wire, gas regulator and hose kit, dual cylinder mounting kit |
| E13 | Equipment | 20-Ton Hydraulic Press | 1 | H-Frame, Manual Operation, Steel construction |
| E14 | Equipment | Steel Rolling Scaffold | 2 | 6' x 6' x 2.5', swivel casters with locking mechanisms, adjustable platform height, antislip platform tread, 1000 lb. load capacity |
| E15 | Equipment | Heavy Duty Steel Wheel Dolly | 2 | 36 inches x 24 inches, steel construction, 2000 lb. load capacity, swivel casters, tow rod |
| E16 | Equipment | Electric Stick Welder | 2 | Portable, Single/Three-Phase, 50/60 Hz input frequency, 280 A maximum amperage, 5 A minimum amperage |
| E17 | Equipment | Heavy Duty Utility Carts | 2 | Dimensions: 44 inches length, 25.5 inches width, 39 inches height, 500 lb. load capacity, 2 shelves, 4-sided lipped shelving, caster swivel wheels, cart construction materials should be able to handle heavy duty jobs |
| E18 | Equipment | Refrigerant Recovery Machine | 1 | Portable handle, Liquid; Push/Pull; Vapor Capability, .2 lb./min vapor recovery rate, 5.4 lb./min liquid recovery rate, 8.8 lb./min push/pull recovery rate, 2 ports, 1/3 horsepower, plug-in power source, 110 V AC, 60Hz, 550 psi cut-off, oilless compressor type |
| E19 | Equipment | Steel Retractable Air Hose Reel | 4 | Dual Arm, 3/8"x50Ft Hybrid Polymer Hose, Heavy Duty Air Hose Reel included Auto Rewind Reel Quick Air Coupler |
| E20 | Equipment | Industrial Battery Jump Starter and Charger | 2 | Portable, Automatic, Wheeled, 1100 A Boost Current @ 12V, 10 A Charging Current @ 12 V, 8-foot cable length |
| E21 | Equipment | Wheel Riser Ramps | 4 | 30-inch, single wheel, diamond plate/nonslip surface, heavy duty welded aluminum, 15,000 lb. capacity |
| E22 | Equipment | Bench Grinder | 2 | Single Phase, 1 horsepower, 3600 RPM motor speed, 115 V, sealed bearing, toggle switch, adjustable safety shield, adjustable tool rest, fine and coarse vitrified grinding wheels, wheel dresser |
| E23 | Equipment | Heavy Duty Tire Mount/Demount Tool Set | 2 | Removal tool, heel bracket and mounting bar, for 571-622MM tires, steel construction, anti-rust |

| | | | | |
|-----|-----------|--|---|---|
| E24 | Equipment | 3/4" impact Wrench | 2 | 1,100 ft-lbs. max torque, pistol grip, pressure-feed lube system, heavy duty construction |
| E25 | Equipment | 1" Pneumatic impact Wrench | 2 | 1,475 ft-lbs. torque output, free speed of 5,250 rpm, 6-inch extended anvil, 6-vane motor, metal housing |
| E26 | Equipment | Tire Changer/Bead Blaste/ Wheel Balancer Combo Machine | 2 | Heavy duty self-centering jaws, 24" max wheel diameter, 110 vac electric motor |
| E27 | Equipment | Professional Impact Socket Set | 1 | Heavy duty, deep and shallow with extensions, high impact strength |
| E28 | Equipment | Fuel Transfer and Primer Pump | 2 | Electric power source, Kit includes pump with hose and nozzle, gasoline compatible |
| E29 | Equipment | Low Profile Oil Drain | 2 | 15 Gallon, 12 V pump, 12 V pump clamps, 10.5 GPM flow rate, 8-foot drain hose, splatter proof barrier, T-bar handle |
| E30 | Equipment | Low Profile Antifreeze Drain | 2 | 15 Gallon, 12 V pump, 12 V pump clamps, 10.5 GPM flow rate, 8-foot drain hose, splatter proof barrier, T-bar handle |
| E31 | Equipment | Industrial Gas Pressure Washer | 2 | Portable, 4400 PSI, 4.2 GPM, 420 C Engine, Cold Water, Adjustable pressure |
| E32 | Equipment | Industrial Soap Dispenser and Soap Kit | 2 | Heavy-duty stainless-steel soap dispenser, wall mounted; soap ability to clean oil, grease, glue, paints, gasoline, etc. |
| E33 | Equipment | Industrial HEPA Wet/Dry Vacuum | 2 | 8 Gallon capacity, 15-foot cord, 6.5-foot hose, multiple tool attachments |
| E34 | Equipment | Industrial Upholstery Cleaner | 2 | 55 psi pump, 2 stage vac motor, 76-inch water lift, 8-foot hose |
| E35 | Equipment | Heavy Duty Floor Jack | 2 | 3-ton capacity, low profile, steel construction, dual pistons, quick lift pump, 19.69-inch maximum lifting height |
| E36 | Equipment | Heavy Duty Jack Stand Set | 2 | Heavy duty level, 10-ton capacity, alloy steel construction, 10 adjustable height levels with locking pin, low height 28", high height 47", 4-leg wide base |
| E37 | Equipment | Heavy Duty Battery Rack Stand | 2 | 3 shelves, supports 12 batteries, 300 lb. capacity per shelf |
| E38 | Equipment | Industrial Wheel Balancer | 2 | Top level motor and pure copper winding, fast heat dissipation, <30" rim diameter, 3"-12" wheel width, <880mm wheel diameter, 180rpm balancing speed, 120V 1PH power supply, 0.25KW motor power, ±1g balancing accuracy |
| E39 | Equipment | Automatic Tire Inflation System | 1 | 5 tire inflators, digital air gauge display, 145 psi maximum operating air pressure |
| E40 | Equipment | Heavy Duty Rolling Tool Chest | 2 | 7 drawer, steel construction, locking design, 360-degree swivel wheels with locking |

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|-----|-----------------------|---|-----|---|
| | | | | capabilities, ball bearing drawer slides, non-slip drawer mats |
| E41 | Equipment | Heavy Duty Drum Fan | 2 | Belt-Driven, 2-speed motor, 42-inch drum, 9,000 CFM, handle and wheels for movability, stand for stability |
| E42 | Equipment | Industrial Gas/Diesel Pressure Washer | 1 | Cold water, portable with pneumatic rubber wheels, 212cc engine, ceramic coated pistons, dual rubber isolators, includes gun, lance, and detergent nozzle |
| F1 | Fluid | Motor Oil (Gallon) | 275 | For heavy duty vehicles, barrel containers, 5W-20 viscosity |
| F2 | Fluid | Synthetic Motor Oil (Gallon) | 275 | For heavy duty vehicles, barrel containers, fully synthetic, 5W-30 viscosity |
| F3 | Fluid | Hydraulic Oil (Gallon) | 25 | For heavy duty vehicles, 5-gallon container size, fully synthetic, ISO grade: 32, 75W-90 viscosity |
| F4 | Fluid | Anti-Freeze/Coolant (Gallon) | 55 | For heavy duty vehicles, 55-gallon drum, 50/50 mix prediluted |
| F5 | Environmental Service | New Oil Tank with Reels | 1 | 500-gallon tank |
| F6 | Environmental Service | Waste Oil Tank/Disposal | 1 | 500-gallon tank, 1 disposal pick-up per month, replacement tank |
| F7 | Environmental Service | Anti-Freeze/Coolant Waste Tank/ Disposal | 1 | 55-gallon drum, 1 disposal pick-up per month, replacement tank |
| F8 | Environmental Service | Oily Absorbents Bin/Disposal | 1 | 55-gallon drum, 2 disposal pick-ups annually, replacement bin |
| F9 | Environmental Service | Oil Filter Bin/Disposal | 1 | 55-gallon drum, 2 disposal pick-ups annually, replacement bin |
| F10 | Environmental Service | Aerosol Can Bin/Disposal | 1 | 55-gallon drum, 2 disposal pick-ups annually, replacement bin |
| S1 | Safety | Yellow Plastic Barrier Chain | 3 | 125-foot rolls, 2-inch x 1-inch links, waterproof |
| S2 | Safety | Defibrillator | 1 | For Adults, automatic operation mode, CPR feedback included, AHA compliant |
| S3 | Safety | Industrial ANSI-Compliant Workplace First Aid Kit | 2 | Class A first aid kits |
| S4 | Safety | Fireproof Cabinet | 2 | 43-inch x 18-inch x 65-inch, 2 shelves, self-closing, steel/all-welded construction, non-combustible |
| S5 | Safety | Fire Extinguishers | 5 | Class ABC fire extinguisher, 10lb, 10 or less second discharge time |
| S6 | PPE | Safety Glasses | 12 | Clear, anti-fog, anti-scratch, wraparound with side protection, frameless |
| S7 | PPE | Safety Goggles | 5 | Clear, anti-fog, anti-scratch, wraparound with strap, direct venting, D3 for liquid hazards, D4 for particulate hazards |

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|-----|------------------|---------------------------------|-----|--|
| S8 | PPE | Face Shields | 3 | Clear visor, single crown, anti-fog, flip down green W8 welding shade, ratchet suspension adjustment, sweat absorbent headband, ANSI standards |
| S9 | PPE | Side Shields | 12 | Universally compatible safety side shields for prescription glasses, slip-on, all plastic |
| S10 | PPE | Industrial Nitrile Gloves | 300 | Black, 6-mil thickness, powder-free, FDA compliant, puncture and abrasion resistant |
| S11 | PPE | Heavy Duty Welding Gloves (Set) | 2 | Cowhide palm, Kevlar cuff, internal reinforcement liner, flame retardant |
| S12 | PPE | Heavy Duty Nitrile Gloves (Set) | 2 | Chemical resistant, 18-mil thickness, cotton/polyester lining, extended cuff, textured glove grip |
| S13 | PPE | Welding Respirator | 5 | Disposable N99 with exhalation valve, dual/adjustable head strap, molded mask shape |
| S14 | PPE | Hearing Protection | 100 | Contoured earplugs with refillable anti-microbial dispenser; disposable, uncorded, 30 dB noise reduction rating, universal size |
| B1 | Building Storage | Auto Parts Storage System | N/A | Parts room dimensions: 24-feet x 14.9-feet x 12-feet (8-feet of stud hanging height); industrial grade bin and shelving storage for both big and small items. Items requiring storage include but is not limited to: Rims, wheels, tires, power tools, hand tools, toolboxes, jacks, levering/lifting kits, mufflers, fenders, motors, pumps, exhaust systems, engine parts, kits, gaskets, steering, suspension, safety equipment and PPE |

PRICING

Vendors must provide detailed pricing as part of the bid proposal. Pricing should be itemized, clearly displaying the cost per individual item listed, as well as any additional charges associated with delivery, shipping, setup, assembly, calibration, or other services, if applicable.

Any shipping and freight charges must be clearly outlined and included in the total bid price. The vendor shall retain title and control of all goods until they are delivered to and accepted by ETCOG at the designated GoBus maintenance facility. All risk of transportation, including damage or loss during transit, and all associated charges shall be the sole responsibility of the vendor. ETCOG will not accept cash on delivery (COD) shipments. The vendor agrees that any shipping errors, including incorrect or incomplete shipments, will be corrected at the vendor's expense, and that any returns required due to such errors will be handled and paid for by the vendor at ETCOG's convenience.

Additionally, vendors are encouraged to provide pricing for any optional service plans, maintenance packages, or extended warranties available for the equipment offered.

Proposals that do not clearly include all applicable costs may be considered non-responsive.

ETCOG PRIMARY FLEET MAKE-UP

While the following table (Table B) does not represent the full ETCOG fleet, all equipment must be capable of accommodating vehicles up to the size and specifications listed therein.

TABLE B

| YEAR | MAKE | MODEL |
|------|-----------|----------------------|
| 2019 | Ford | Promaster 1500 |
| 2023 | Ford | Promaster 3500 |
| 2019 | Ford | Starcraft Allstar 25 |
| 2024 | Ford | Starcraft Allstar 22 |
| 2018 | Chevrolet | Express Glaval Sport |
| 2017 | Ford | E-450 |
| 2012 | VPG | MV-1 |
| 2021 | Dodge | 1500 |

PROPOSAL FORMAT INSTRUCTIONS

ETCOG aspires to achieve as uniform a review process as possible to ensure the maximum degree of comparable balance among proposals received. Therefore, before submitting a proposal, make sure all items indicated below are returned with submitted proposals, tabbed and organized in the manner specified below:

- 1. TITLE OR COVER PAGE:** Listing the following:
 - a. RFP name,
 - b. Name of firm, individual or company
 - c. Local address
 - d. Telephone number
 - e. Fax number
 - f. Contact name
 - g. Email address
 - h. Date
- 2. TABLE OF CONTENTS (TOC):** Clearly identify the material by section and page number.
 - a. Experience and Eligibility (p. 2)
 - i. Previous Experience with similar business
 1. Name of local staff or assigned account representative
 - ii. Proof of Eligibility (p. 2)
 - b. Equipment (List of equipment available to provide) (p. 2-5)
 - i. Bid Submission Sheet (Attachment A)

- ii. Supporting documentation
 - 1. Item name
 - 2. Item brand, year, make, model
 - 3. Item description
 - 4. Item photo
 - 5. Associated equivalent item number from Table A
 - iii. Exceptions (Items unable to provide)
- c. Total Detailed Pricing
 - i. Bid Submission Sheet (Attachment A)
 - 1. Price per item
 - 2. Price of Delivery (if any)
 - 3. Price of Shipping (if any)
 - 4. Price of Labor (if any)
- d. Required Submission Documentation (p. 11)
 - i. References
 - ii. Maintenance Facility Equipment Bid Sheet
 - iii. Appendix I & Conflict of Interest Form
 - iv. Appendix II
 - v. TxDot, PTN-130 Form
 - vi. Signed 'Affirmation & Signature

CURRENT REFERENCES

Please provide three (3) references from similar firms for whom your organization provided like services specific to this RFP, other than ETCOG, who can verify performance as a vendor/service is preferred. **NOTE:** Inaccurate, obsolete, or negative responses may result in rejection of quote submissions.

1. Name: _____ Phone: _____
Address: _____ St/Zip _____
Contact Name _____ Email: _____
Contract Name/Title: _____
of years contracted: _____
Service Description: _____

2. Name: _____ Phone: _____
Address: _____ St/Zip _____
Contact Name _____ Email: _____
Contract Name/Title: _____
of years contracted: _____
Service Description: _____

3. Name: _____ Phone: _____
Address: _____ St/Zip _____
Contact Name _____ Email: _____
Contract Name/Title: _____
of years contracted: _____
Service Description: _____

REQUIRED SUBMISSION DOCUMENTATION

Bid proposals/submissions are to include the following:

- 1) The required proposal information and scope of work (outlined in table of contents)
- 2) Bid Sheet, attachment A (return with submission)
- 3) References (p. 10); (return with submission)
- 4) Appendix I & Conflict of Interest form - signed; (return attachment with submission)
- 5) Appendix II - signed; (return attachment with submission)
- 6) TxDot, PTN-130 form; (return attachment with submission)
- 7) Signed 'Affirmation & Signature' (p.19); (**must** return with submission) and,
- 8) All pages requiring initials, checkmarks, and/or signatures if not indicated above.

Attention: It is understood failure to provide the above items with a submitted proposal will diminish award consideration and ETCOG has the right to mark the proposal as non-compliant and treat it as a no-bid at their sole discretion.

Note: Only Proposals submitted with all the required documentation/response on this page shall be considered for award in conjunction with the Evaluation Criterion, (p.15).

CHOOSE ONE METHOD OF SUBMISSION: HARD COPY OR DIGITAL HARD COPY BID SUBMISSION

Hardcopy bid submissions must be clearly identified on the outermost return envelope or packaging and must be received by the bid submission date/time of **11:00 A.M., Friday, August 29, 2025** , regardless of if by mail, courier/delivery services, or hand delivered, at:

East Texas Council of Governments (ETCOG)
Attn: Christine Weems, Strategic Procurement Mgr.
3800 Stone Road, Kilgore, TX 75662

Write: Company Name, RFP# TRKMFE-RFP-2 , Friday, August 29, 2025, in bottom left-hand corner of the outermost Return Envelope/Package

NOTE: **Emailed, telephone, & facsimile bid submissions are not allowed in response to this RFP.**

1. Proposers are to submit one (1) hardcopy marked 'Original' along with (4) four additional copies marked 'Copy' and submit one (1) electronic copy of proposal to include all related documentation. Please do not use 3-ring binders.
2. Pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the proposal. At least an eleven (11pt) point font of Calibri, Ariel, or Times New Roman is acceptable and must be legible.

3. It is the Proposer's sole responsibility to prepare, submit, and deliver or arrange delivery of the RFP proposal(s) with all required exhibits and materials to the designated location on or before the published submittal deadline.
4. ETCOG will not bear liability for any costs incurred in the preparation and submission of submissions in response to this RFP.
5. RFP submission deadline *time* will be determined by the ETCOG lobby clock.
6. If submitting more than one property to be considered, each property submission should be placed in a separate envelope and clearly identified with the RFP number, submittal deadline/opening date and time, as referenced on previous page.
7. Courier or delivery services may not deliver directly to the specified location; therefore, it is strongly recommended:
 - Proposers allow sufficient time for delivery of a hard copy proposal prior to the published deadline date/time to the location specified.
 - Proposers understand that failure to submit a proposal by designated deadline, for whatever reason, may not be grounds for disputing the procurement solicitation process or any resulting contract award.
8. It is the Proposer's sole responsibility to ensure any addenda or additional materials pertinent to their proposal be included in or with their RFP submission. ETCOG will not be held liable for missing addenda or materials at the time of the RFP Opening and said addenda or additional materials will not be accepted past the RFP submission deadline date and time.

DIGITAL BID SUBMISSION OPTION

Upload Requirements/Instructions

1. Proposers must email Christine Weems at christine.weems@etcog.org to request an 'Access Link' by **11:00 A.M., Thursday, August 28, 2025**, if not sooner, to receive digital upload purposes.
2. Access code requests by phone, voicemail, or past the noted deadline date/time above will not be accepted, **no exceptions**.
3. It is the Proposer's sole responsibility to upload their RFP proposal digitally with all required exhibits and materials by referenced '**RFP Submission Due**' **deadline date/time (p. 1)**, if not sooner.

RFP RETRIEVAL

The RFP document, related appendix, RFP bid updates, and any additional RFP information or amendments throughout the bid process will be posted as warranted on the ETCOG website and may be retrieved by clicking on the 'Re-Bid Kilgore Maintenance Facility Equipment 2025 RFP-2' link at <https://www.etcog.org/procurements> or request by emailing Christine Weems at: christine.weems@etcog.org Please note, it is the Proposer's sole responsibility to stay informed of any RFP changes/updates.

PROPOSER COMMUNICATION

There is to be no communication allowed, in any form, between ETCOG and their representatives, other than conducting daily business unrelated to this RFP procurement, during the entirety of the RFP process. Failure to follow this directive will result in rejection of Proposer participation and/or submitted RFP proposal.

QUESTION/RESPONSES

Proposer Questions: Proposer questions concerning this RFP are due **Wednesday, August 13, 2025**, if not sooner, and must be emailed to Christine Weems, Facilitator at: christine.weems@etcog.org and no one else.

Staff Responses: Proposers must go online at <http://www.etcog.org/procurements> and click on 'Re-Bid Kilgore Maintenance Facility Equipment 2025 RFP-2' to retrieve responses to all questions asked, no earlier than **Monday, August 18, 2025 (5:00 PM, CST)**.

NOTE: Other than the above opportunity and unrelated daily business, there is to be no communication between Proposers and ETCOG staff or representatives during an active RFP process to ensure fair and open competition for all potential Proposers. To willingly do so may result in the disqualification of a Proposer for non-compliance of RFP restrictions.

RFP RETRIEVAL

The RFP document, RFP updates, and additional RFP information or amendments will be posted on the ETCOG website and may be retrieved by clicking on 'Re-Bid Kilgore Maintenance Facility Equipment 2025 RFP-2' at <http://www.etcog.org/procurements> or request by emailing to Christine Weems at: christine.weems@etcog.org.

HUB BEST PRACTICES

ETCOG shall ensure that small, minority, disadvantaged, and women's businesses are considered as sources for acquisitions whenever possible.

The proposer is encouraged to make a good faith effort to consider DBEs and HUBs when subcontracting.

Some methods for locating DBEs and HUBs include:

- Choosing the HUB/DBE organization in the case of tie proposals;
- Soliciting these businesses whenever they are potential sources.
- When economically feasible, dividing total desired services into smaller components to permit maximum participation by these businesses;
- If the requirement permits, establishing delivery schedules that will encourage small, Minority, disadvantaged, and women's businesses to participate; and
- Using the services and assistance of the Small Business Administration or the Minority Business Development Agency, as needed.

Proposer is encouraged to make a good faith effort to consider HUBs and DBEs when subcontracting. Some methods for locating these businesses include:

- Utilizing the Texas Comptroller of Public Accounts website <http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>.
- Utilizing Web sites or other minority/women directory listings maintained by local Chambers of Commerce.
- Advertising subcontract work in local minority publications; and/or contacting the contracting state agency for assistance in locating available HUBs and DBEs.
- Encouraging eligible agencies to gain HUB or DBE certifications by providing all applicable information to do so.

PROPOSAL OPENING

ETCOG reserves the right to a closed RFP process for bid submission review/analysis and award recommendation procedures to the best interest of and best benefit to ETCOG and programs served as well as ensure the best competitive edge for all parties, and in accordance to [Texas Local Government Code](#):

Sec. 252.049. CONFIDENTIALITY OF INFORMATION IN BIDS OR SUBMISSIONS. Bid submissions will be received until the deadline date/time as referenced under 'RFP Timeline Schedule. p. 1', and public attendance is allowed. However, only the names of submitting Proposers will be read and disclosed if received by the deadline date/time.

1. All bid submissions become the property of ETCOG after the RFP deadline/opening date.
2. Responses submitted shall constitute an offer for a period of one hundred eighty (180) calendar days or until a preferred selection for award is approved by ETCOG, whichever comes first.
3. All programs and employers under the auspices of ETCOG are following EEO. Auxiliary aids and services are available, upon request, to individuals with disabilities.

PROPOSAL EVALUATION & AWARD CRITERIA

| CRITERIA TABLE | POINTS |
|---|--------|
| Demonstrated Ability to Provide Required Scope of Work Services | 35 |
| Cost Reasonableness | 15 |
| Responsiveness to RFP Requirements | 5 |
| Proposer References | 5 |
| Added Value Features* | 40 |

*Added Value Features may be described as enhancements provided by a company to increase the value of an otherwise homogenous product or service (added value is not indicative of name brand).

NOTE: A composite grade will be given for the above chart criteria. Proposals will be scored numerically and ranked from 'highest to lowest' and the number of proposals selected for consideration to be at the sole discretion of ETCOG. The ratings will be based on the qualifications provided in the proposal by the closing date/time of the RFP.

Vendors can be awarded full or partial proposals based on quality, pricing, and operational fit of items presented in proposal.

PROPOSAL REVIEW TERMS

1. Proposal submissions will be reviewed by ETCOG staff to determine if proposal meets program needs and if requested information and required documentation as identified throughout the RFP document has been returned with submitted proposal.
2. ETCOG reserves the right to contact any source regarding, but not limited to, vendor reputation, product/service quality, work history, and/or past performance to evaluate/award the bid submission(s) that best meet ETCOG program needs, and clients served.
3. The evaluation team's preferred proposal will be presented to governing bodies as a recommendation for award so the governing body(s) may make a final award decision.
4. Proposal must have original signature of the person having the authority to bind the organization to a contract or it may be rejected for non-compliance.

PROPOSAL AWARD TERMS

1. **ETCOG reserves the right to select multiple proposers, if needed, to procure all items .**
2. ETCOG reserves the right to ask questions, request additional information or clarifications, hold individual interviews at any given time throughout the evaluation and negotiation process to determine the proposal which best meets the procurement needs being sought to the best benefit of ETCOG and programs served.
3. ETCOG reserves the right to allow corrections of non-material errors or omissions at ETCOG's sole discretion.
4. Submission of a proposal indicates Proposer's acceptance of the evaluation and award process and is in agreement the evaluation team may make subjective judgments in evaluating the proposals to determine best value to best benefit ETCOG and programs served.
5. ETCOG reserves the right to accept or reject any bid proposal received, as well as cancel the RFP in its entirety at any time during the bid process, without notice or explanation, which may result due to unforeseen irregularities, low response, or procurement needs not being met by submitted proposals.
6. ETCOG may modify or waive any provisions set forth in this RFP for any reason and all herein mentioned without notice to anyone if deemed in the best interest of ETCOG and programs served.
7. ETCOG reserves the right to negotiate the final terms of any potential contract or service agreement resulting from this RFP to include but not limited to the RFP document, Proposer(s) submitted proposal, and the RFP exhibits and Appendices I & II, i.e., 'ETCOG General Terms & Conditions,' and the 'Essential Clauses and Certifications' pages requiring signatures, all acting as binding documents to said contract or service agreement.
8. ETCOG reserves the right, should contract negotiations fail, to enter negotiations with the next highest ranked Proposer with a proposal considered best to meet program needs, and may continue in like manner until successful negotiations have been reached. Furthermore, although ETCOG has the right to negotiate with the next highest ranked Proposer, it is not required to do so and may re-procure or cancel the RFP at ETCOG's sole discretion.
9. Proposer shall indemnify and hold harmless ETCOG, its officers, agents, and employees from any injuries or damages received by any person during any operations connected with the contract, by use of any improper material, or by any act or omission of the contractor or his subcontractor, agents, servants, or employees.
10. Execution of any resulting contract or service agreement is required prior to processing any payments to the successful Proposer.

11. Pursuant to protocol to advise of the right to appeal, a protest must be submitted to ETCOG's Executive Director within ten (10) calendar days of the time the basis of the protest became known and said protest(s) limited to: 1) violations of federal law or regulations; 2) violations of State or local law under the jurisdiction of State or local authorities; and 3) violations of ETCOG's protest procedures for failing to review a complaint or protest. The protest must be submitted in writing and must identify the protestor, the solicitation being protested and specifically identify the basis for the protest, providing all pertinent information regarding the solicitation, contract and/or actions of ETCOG.

PATENTS or COPYRIGHTS

The proposer agrees to protect ETCOG from claims involving infringement of patent or copyrights, if warranted.

PROPOSER COMPLIANCE

Proposer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the agreement including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. Proposers will be prepared to provide satisfactory proof of compliance if requested

PROPOSAL AWARD NOTIFICATION

1. It is expected an award will be made on **September 4, 2025.** (date subject to change)
2. Upon award notification all Proposers who responded to this RFP will be contacted.

CONTRACT TERMS AND CONDITIONS

- A. Term – Any contract resulting from this RFP is a one (1) year initial term, with three (3) one-year renewal options or terms available, upon agreement between the parties.
- B. Indemnification – It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend ETCOG, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses

of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or

liability arise in whole or in part from the negligence of ETCOG, any other party indemnified hereunder, the Firm, or any third party.

- C. Release – It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges ETCOG, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or about the firm's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of ETCOG, any other party released hereunder, the firm, or any third party.

- D. Change Management – It is understood that any resulting contract executed will contain the following language:

Should there be a change in ownership or management, the contract shall be canceled unless an agreement is reached with the new owner or manager to continue the contract with its present provisions and pricing. This contract is non-transferable by either party.

- E. Contract Termination – Any contract resulting from this RFP is subject to terminate due to:

1. Violation of any provision of the agreement.
2. Repeated instances of failing to respond in a timely manner to ETCOG complaints, issues or questions.
3. Failing to make adequate arrangements for an emergency call.
4. The repeated occurrence of undesirable practices.

Such termination is in addition to and not in lieu of any other remedies that ETCOG may have in law or equity. Proposer, in submitting this proposal, agrees ETCOG shall not be liable to prosecution for damages in the event ETCOG declares the proposer in default.

CONTRACT PAYMENT METHOD

Payment terms are NET 30 upon receipt of invoice by email to a.p.@etcog.org , attention Accounts Payable, ETCOG Financial Service.

SIGNATURE PAGE

Proposer affirms understanding and acknowledgement of all referenced bid and program requirement contained within the RFP document; Appendix I - ETCOG Terms and Conditions/Conflict of Interest Questionnaire (CIQ) form; Appendix II - Essential Clauses & Certifications; TxDot PTN130, Attachments and any Exhibits (if provided) are explicit to this bidding procurement and Proposer must return any and all such pages requiring action, signatures, or checkmarks from the RFP document, Appendices, and Attachments with any submitted bid proposal. Proposer further understands and acknowledges making a false statement or proclamation of compliance is a material breach and any subsequent award of product/equipment purchase(s), offered services, and/or contract/service agreement is grounds for award cancellation.

SIGNATURE

The undersigned individual hereby certifies and warrants that he/she has been fully authorized to execute this proposal/bid submission on behalf of their firm and to legally bind the firm to all the terms, performances, and provisions as herein set forth.

Company/Provider Name

Phone Number

Signature

Date

Printed Name and Title of Authorized Representative

Email

IMPORTANT: Proposer must return this page fully executed and complete with proper signatures and signature dates for current/active RFP or the submitted proposal will be marked 'Rejected/No Bid' due to non-compliance.