

**STORAGE ROOMS FOR SALE RE-BID**

**CP- 004-17**

May 24, 2017

TSTC Harlingen will accept sealed bids (sealed envelope) from the public for the purchase of a storage room. Bids must be received in the TSTC Harlingen Procurement Office at the Service Support Center building **no later than May 30, 2017 @ 10:00 a.m.**

**8'x8' Gable Roof W/ 4'x8' Shed Roof**

**Front Elevation**



- Ext. Finish: T1-11 Smart Panel Primed
- Front Door: 3068 L/H Metal Door Unit w/hardware
- Two operable windows White colonial
- Walls: Framed with 2x4's 16"o.c insulated, and finished with drywall Textured also includes holddowns at every corner
- Floor joist 2x8 with 5/8" T&G
- Porch 4'x8'
- Roof: Finished with 25yr Asphalt shingles
- "No" Electrical Rough in

Attention bidders: ***Please complete*** the following and submit your bid to the Purchasing Department located in the TSTC Service Support Center at the corner of Rio Hondo Road and Loop 499.

❖ **Minimum bid price is set at for all storage units \$450.00 (sales tax included).**

(PLEASE FILL OUT PAGE COMPLETELY)

Sample Break Down for Storage Unite #1:

Price for BCT House: \$ 412.87

\$ 37.13 (+8.25% taxes required by law)

Total Price: \$ 450.00 (Minimum bid price with sales taxes included)

**Bidder's Price (must be filled)**

Price for Unit #1: \$ \_\_\_\_\_

\$ \_\_\_\_\_ (+8.25% taxes required by law)

Total Price: \$ \_\_\_\_\_ (Minimum bid price with sales taxes included)

Bidder must submit sealed bid (sealed envelope with bidder's contact information included) **no later than May 30, 2017 @ 10:00 a.m.**

❖ **Minimum bid price is set at for all storage units \$450.00 (sales tax included).**

Attention bidders: *Please complete all blank forms* and submit your bid to the **Purchasing Department located in the TSTC Service Support Center at the corner of Rio Hondo Road and Loop 499.**

Bidder is responsible to move storage room out of TSTC property. Bidder has the option to move storage unit by signing waiver or provide the name and a copy of the moving company's insurance. Bidder has till **June 2, 2017** to make payment of the house once it has been awarded to him/her. Once payment has been made bidder has till **June 9, 2017** to remove storage house from TSTC property. Bidder needs to schedule with TSTC, BCT department and campus police the removal of house.

Name of moving company: \_\_\_\_\_

Telephone number of moving \_\_\_\_\_

company: Bidder's signature: \_\_\_\_\_

Print Name of Bidder: \_\_\_\_\_

Contact Number of Bidder: \_\_\_\_\_

**\*If you would like to look at the storage units please call or email me to schedule an appointment. Units are located at Building "H" Building System Technology.**

Respectfully,

Carmen N. Perez

Buyer 1

Purchasing Department

Phone: 956-364-4430/Fax: 956-364-5173

Email: carmen.perez@tstc.edu

## 1<sup>st</sup> Option

### WAIVER AND RELEASE OF LIABILITY

As consideration for part of the purchase price for a tool shed or sheds from Texas State Technical College (TSTC) and as consideration for my not having to purchase insurance coverage for this transaction and removing the tool shed(s) from the TSTC campus, and in consideration of the risk of injury while participating in picking up at the TSTC Harlingen campus and moving this shed or sheds (the "Activity"), and as consideration for the right to participate in the Activity, **I HEREBY, FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, OR PERSONAL REPRESENTATIVE, KNOWINGLY AND VOLUNTARILY ENTER INTO THIS WAIVER AND RELEASE OF LIABILITY AND HEREBY WAIVE ANY AND ALL RIGHTS, CLAIMS OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY, AND DO HEREBY RELEASE AND FOREVER DISCHARGE TSTC, LOCATED AT 1902 N. LOOP 499, HARLINGEN, TEXAS 78550, ITS AFFILIATES, REGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FOR ANY PHYSICAL OR PSYCHOLOGICAL INJURY, INCLUDING BUT NOT LIMITED TO ILLNESS, PARALYSIS, DEATH, DAMAGES, ECONOMICAL OR EMOTIONAL LOSS, THAT I OR ANYBODY HELPING ME MAY SUFFER AS A DIRECT RESULT OF MY AND THEIR PARTICIPATION IN THE AFOREMENTIONED ACTIVITY, INCLUDING TRAVELING TO AND FROM AN EVENT RELATED TO THIS ACTIVITY AND REMOVING THE TOOL SHED OR SHEDS.**

I am and anybody helping me is voluntarily participating in the aforementioned Activity and we are participating in the Activity entirely at our own risk. We are aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to , physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death and property damage. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my and anybody else's participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless TSTC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, or by anybody helping me in this Activity or anyone on their behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf or by anybody helping me in this Activity. If TSTC incurs any of these types of expenses, I agree to reimburse TSTC.

I acknowledge that TSTC and its regents, directors, officers, employees, staff, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of TSTC.

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Initials

I acknowledge I am purchasing the tool shed(s) "AS IS" and "WHERE IS", that TSTC makes no warranties or representations as to their fitness or condition and that it is my responsibility as the purchaser to remove the tool shed(s) from TSTC's premises within 10 days of my purchase.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge TSTC and all of its affiliates, regents, employees, officers, directors, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against TSTC for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of TSTC, its agents, and employees.

In the event that I or anybody assisting me should require medical care or treatment as a result of this Activity, I agree to be financially responsible for any costs incurred as a result of such treatment.

In the event that any damage to equipment or facilities occurs as a result of my, my family's or anybody else's helping me through willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of such neglect or recklessness.

This agreement was entered into at arm's-length, without duress or coercion and is to be interpreted as an agreement between two parties of equal bargaining strength. Both I and TSTC agree that this agreement is clear and unambiguous as to its terms, and that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Waiver and Release of Liability shall be deemed to be invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

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Initials

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact**

**Contact Relationship**

**Contact Telephone**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Print Name)

**Option #2**

(Please provide copy of mover's insurance)

Name of moving company: \_\_\_\_\_

Telephone number of moving company: \_\_\_\_\_

Bidder's signature: \_\_\_\_\_

Print Name of Bidder: \_\_\_\_\_

Contact Number of Bidder: \_\_\_\_\_