



## Procurement & Travel Services

1902 N. Loop 499  
Harlingen, TX 78550  
Phone: 956-364-4228

Invitation For Bid  
IFB No.: PG-0416173 Welding Equipment  
Posted May 26, 2017  
Sweetwater Campus

Bid Opening Date: June 15, 2017, 10:00 A.M. CST

To facilitate your firm's participation in TSTC's bid process, we ask that you fill in the requested information below as acknowledgment that you have received the bid noted above. By doing this, we will also be able to provide notification to you of any addenda to this solicitation. A 'No Bid' response on this form will not preclude receipt of future invitations.

### SECTION 1 – CONTACT INFORMATION

Vendor Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Email \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

### SECTION 2 – INTEREST

Select One:

- ☐ Yes, our company does have an interest in responding OR
- ☐ We hereby submit a "NO BID" because:
- ☐ 1. We are not interested in selling through the bid process.
  - ☐ 2. We are unable to prepare the bid in time to meet the bid due date.
  - ☐ 3. We do not wish to bid under the TSTC Terms and Conditions  
Objections: \_\_\_\_\_
  - ☐ 4. We do not feel we can be competitive.
  - ☐ 5. We cannot submit bid because of: \_\_\_\_\_
  - ☐ 6. We do not wish to sell to a state agency.
  - ☐ 7. We do not sell the goods or services as stated on the bid document.
  - ☐ 8. Other: \_\_\_\_\_

### SECTION 3 – ADDITIONAL INFORMATION

We wish to:

- ☐ Remain on the CMBL list
- ☐ Be deleted from the CMBL list

Please indicate if you are:

- ☐ HUB      ☐ Non - HUB
- ☐ Interested in becoming a HUB

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## GENERAL INFORMATION

### INSTRUCTIONS

1. Review the entire document including terms and conditions
2. Submit pricing and addendum acknowledgement if any.

### DESCRIPTION

Texas State Technical College is seeking bids from qualified vendors for Welding Equipment.

### SUBMISSION OF BIDS

Bids will be accepted until **Thursday, June 15, 2017 at 10:00 a.m. CST.** Bids will received by email at [pedro.guardiola@tstc.edu](mailto:pedro.guardiola@tstc.edu) **Bids received after 10:00 a.m. CST will not be considered.**

Bid prices must be firm for TSTC acceptance for 30 days from the submittal due date and the IFB document. Submission shall be irrevocable from the close of the call until acceptance by TSTC or the passage of a period of 30 days, whichever shall occur first.

### QUESTIONS and ADDENDUMS

All questions regarding this IFB must be submitted in writing to Pedro Guardiola, Buyer I - at [pedro.guardiola@tstc.edu](mailto:pedro.guardiola@tstc.edu) **no later than Wednesday, June 7, 2017 at 10:00 a.m.** Any clarifications or interpretations of this IFB that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Bid are due as part of the IFB and respondents shall acknowledge receipt of each addendum to the IFB.

### BEST VALUE

In accordance with Education Code, 51.9335, in determining what the best value TSTC will consider the following:

- 1) Purchase price
- 2) Reputation of the vendor and of the vendor's goods or services
- 3) The quality of the vendor's goods and services
- 4) The extent to which the goods or services meets the institution's needs
- 5) The vendor's past relationship with the institution
- 6) The impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities
- 7) The total long-term cost to the institution of acquiring the vendor's goods and services; and/or
- 8) Any other relevant factor that a private business entity would consider in selecting a vendor

### AWARDS

The selection will be made based on best value option for the College. **Respondents must submit a bid for all of the items requested.**

**Invoicing**

Original invoices must be submitted in connection with all payments. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments; Name and address of the vendor, vendor's invoice remittance address, Purchase order number authorizing the services, detailed breakdown of total price of the goods..

Each invoice is subject to review and approval by TSTC before payment will be processed. Normal payment processing time for services which have been completed or items that have been delivered to, and approved by TSTC is thirty (30) calendar days after receipt of a valid, uncontested invoice. TSTC will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services or receipt of an uncontested invoice. Uncontested invoice will match exactly with the Purchase Order issued by Procurement. Any changes made to the order must be reflected in a revised Invoice and or credit from the vendor and must match the revised Purchase Order. Payments shall be made consistent with Chapter 2251, Texas Government Code.

Any invoice that does not comply with the minimum requirements stated above may not be considered valid and may be subject to rejection and/or return to the contractor.

**Invoices shall be submitted by mail or email to:**

Texas State Technical College  
Service Support Center Building  
Accounting Department or [harlingeninvoice@tstc.edu](mailto:harlingeninvoice@tstc.edu)  
1902 North Loop 499  
Harlingen, Texas 78550

**DELIVERY OF GOODS**

Texas State Technical College  
Attn: Central Receiving  
300 Homer K. Taylor Dr.  
Sweetwater, TX. 79556

DESCRIPTION	QTY	UNIT PRICE	EXT
<b>Flextec 350X Multi-Process Welder (Standard Model) Part # K4272-1 Equipment will be set up for 230V-60Hz-3 ph electrical power</b>	22	EA _____	_____
<b>LF-72 Wire Feeder, Bench Model, Standard Duty Part # K2327-5</b>	22	EA _____	_____
<b>Drive Roll Kit .045 In (1.1 mm) Solid Wire Part # KP1696-045S</b>	22	EA _____	_____
<b>Drive Roll Kit .040 - .045 in (1.0 – 1.2 mm) Part # KP1697 – 045C</b>	22	EA _____	_____
<b>Tweco Style Cam-Lock Adapter Plug For 2/0 Cable Part # K2946-1</b>	66	EA _____	_____
<b>8' Length of #1 Cable Part # L-1-8</b>	22	EA _____	_____
<b>8' Length of #1 cable with on lug attached Part # L-1-8-11</b>	44	EA _____	_____
<b>EH-305HD Electrode Holder – 300A 60% Duty Cycle Part # K909-7</b>	22	EA _____	_____
<b>Deluxe Adjustable Gas Regulator and Hose Kit Part # K586-1</b>	22	EA _____	_____
<b>PTA-17FV Gas Valve Flexible Head TIG Torch w/Ultra-Flex Cable (12.5 f) Part # K1782-13</b>	22	EA _____	_____
<b>Parts Kit for PTA-17 TIG Torch Part # KP508</b>	22	EA _____	_____
<b>Foot Amptrol - 25 ft. (7.6m) (12 pin)</b>	22	EA _____	_____

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GC 300 Work Clamp – 300A, 60% Duty Cycle  
Part # K910-1

22

EA \_\_\_\_\_

Installation Fee

\_\_\_\_\_

Shipping (If Any)

\_\_\_\_\_

Total

\$ \_\_\_\_\_

Only bid on items conforming exactly to these specifications will be considered in determining the award.  
“Conforming exactly to these specifications” includes bidding only the **brand name** (s) specified on this IFB.

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID. ANY EXCEPTIONS THERE TO MUST BE IN WRITING.

#### 1. BIDDING REQUIREMENTS

1. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Bids should be submitted on this form. Bids must be time stamped at ordering agency on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for TSTC acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bids should give Payee ID Number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:  
  
Enter Federal Employer's Identification Number  
  
\_\_\_\_\_  
  
Sole owner should also enter Social Security Number  
  
\_\_\_\_\_  
  
1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TSTC based on an acceptable written reason.
- 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificates are available upon request.
- 1.10 TSTC reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the bid to best serve the interests of TSTC.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by TSTC and/or investigation for antitrust violations.

- 1.12 The telephone number for FAX submission of bids is 956-364-5173. This is the only number that will be used for the receipt of bids. TSTC shall not be responsible for failure of electronic equipment or operator error. Late illegible, incomplete, or otherwise non-responsive bids will not be considered.

## 2. SPECIFICATIONS

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to TSTC. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.5 Any oral statement or representation will not bind TSTC contrary to the written specifications of this Invitation for Bids (IFB).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

- 3. TIE BIDS** Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences).

## 4. DELIVERY:

- 4.1 Show number of days required to place material in the TSTC central receiving designated location under normal conditions. Delivery days means calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to the ordering agency. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the ordering agency to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without written approval of TSTC.
- 4.4 Delivery shall be made during normal working hours only, unless prior written approval has been obtained from ordering agency.

- 5. INSPECTION AND TESTS** All goods will be subject to inspection and test by TSTC. Authorized ordering agency personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at TSTC's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.
- 6. AWARD OF CONTRACT** A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, 2157.003 shall also be considered in making an award. Any legal actions must be filed in McLennan County or Travis County, Texas.
- 7. PAYMENT** Vendor shall submit an itemized invoice showing TSTC's purchase order number. TSTC will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. For restrictions regarding prepayment, see section 11, below.
- 8. PATENTS OR COPYRIGHTS** The vendor agrees to protect TSTC from claims involving infringement of patents or copyrights.
- 9. VENDOR ASSIGNMENTS** Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to IFBs must give the requisition number, codes, and opening date.
- 10. BIDDER AFFIRMATION** Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the vendor shall be removed from all bid lists.
- 10.1 The bidder has not given, offered to give, 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 bid.
- 10.2 Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.3 Pursuant to Section 2155.004 Government Code the bidder has not received compensation for participation in the preparation of the specifications for this IFB.
- 10.4 Pursuant to Section 231.006(d), Family Code (relating to child support), the bidder certifies that the individual or business entity named in this bid is not ineligible to receive this specified payment and acknowledges that this contract may be terminated and payment may be withheld



if this certification is inaccurate.

- 10.5 Under Section 2155.004 Government Code the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.6 The Contractor shall defend, indemnify, and hold harmless TSTC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or commissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
- 10.7 Bidder agrees that any payments due under this will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies bidder will complete the following information in order for the bid to be evaluated:

Name of Former executive: \_\_\_\_\_

Name of State agency: \_\_\_\_\_

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

Date of Employment with bidder: \_\_\_\_\_

- 10.9 Bidder agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

**11. Pursuant to Section 231.006©, Family Code,** bid must include names and Social Security Numbers of each person with at least 25% ownership of the business entity Submitting the bid. Attach name & social security numbers for each person. This information must be provided prior to contract award.

**12. NOTE TO BIDDER** Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.