



## Texas State Technical College Waco

Tax Exempt # 74-1646989

Procurement Office  
3801 Campus Dr.  
Waco, TX 76705  
(254) 867-4804  
(254) 867-3792 fax

### Invitation for Sealed Competitive Bid

Title: Welding Equipment for East Williamson County Higher  
Education Center at Hutto, Texas

IFB# 3012380

Date: 5-28-13

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This form must be completed and returned for consideration.

**Bid Return Date: No Later Than 3:00 PM Central Standard Time on: 6-12-13**

**Mail Bids to:**

Texas State Technical College  
Procurement Office  
Attn: Melissa Warren, CTP  
Director of Procurement Services  
3801 Campus Dr.  
Waco, TX 76705

**Hand Deliver bids to:**

*This is an On Campus Address Only*

Texas State Technical College  
Procurement Office  
Attn: Melissa Warren, CTP  
Director of Procurement Services  
103 10<sup>th</sup> St. (on campus address only)  
Waco, TX 76705

**Faxed Bids/Proposals will NOT be accepted. Emailed Bids/Proposals will NOT be accepted.**

**If "No Bidding" please check this area and return packet to the Procurement Office. \_\_\_\_\_**

**Bid/ Proposal Instructions:**

**One (1) Original Signed Bid/Proposal must be submitted.**

**Bids/Proposals must be received in a sealed envelope with the Bid#, Bid Title, and Opening Date appearing on the outside of the envelope and delivered to the Procurement Office before the date and time shown above. Bids will be date/time stamped upon arrival. The date/time stamp used will be the official clock for bid/proposal opening. Bids/Proposals become the property of TSTC and will not be returned. TSTC will not provide proof of receipt of any bid/proposal submitted.**

**Late bids/proposals will not be accepted or considered for review.**

**Please sign your bid/proposal. Failure to do so will automatically disqualify your submission.**

**Award:**

An award will be made in the form of either/or an executed contract between both TSTC and the vendor of award or by purchase order or by both documents. TSTC reserves the right to the method of award and to reject any or all bids submitted for reasons TSTC deems necessary. TSTC Terms and Conditions will apply to any purchase order or contract resulting in an award to vendor.

**Bid Tab Requests:**

Open records requests, after award is made, may be requested by contacting Jerry Sorrells via email at: [jerry.sorrells@svstems.tstc.edu](mailto:jerry.sorrells@svstems.tstc.edu)

**Questions:**

Please contact Melissa Warren 254-867-4804 or email [Melissa.warren@tstc.edu](mailto:Melissa.warren@tstc.edu)

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**General Information:**

Texas State Technical College is a state supported Technical College System that services students throughout the state or Texas. The college system includes 4 campuses: TSTC Harlingen, TSTC Waco, TSTC Marshall and TSTC West Texas.

TSTC endeavors to promote full and equal opportunity for businesses to supply TSTC with goods and /or services that are necessary to support TSTC’s educational mission. TSTC commits to select proposers using the Best Value criteria to include but not limited to: needs, resources, HUB goals and guidelines established by the Texas Legislature and Texas Procurement and Support Services (TPASS), and policies and procedures for contracting with Historically Underutilized Businesses. (HUB)

**IFB Requirements:**

**Right to Modify, Rescind, or Revoke IFB**

TSTC reserves the right to modify, rescind, or revoke this IFB, in whole or in part, at any time prior to the date on which the authorized representative of TSTC executes a Contract with the Selected Proposer.

**Compliance with IFB Requirements**

By submission of a Bid, a bidder agrees to be bound by the requirements set forth in the IFB. TSTC, at its sole discretion, may disqualify a Bid from consideration, if TSTC determines a Bid is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in the IFB.

**Binding Effect of Bid**

Unless otherwise agreed in writing, signed by an authorized agent of TSTC, each Bidder agrees to and shall be bound by the information and documentation provided with the Bid Package, including prices bid for services.

**Signature Certification of Proposer**

The Bid must be signed and dated by an authorized representative of the Bidding Firm who is authorized to bind the Bidder to the terms and conditions contained in the IFB and to compliance with the information submitted in the Bid. Each Bidder submitting a Bid certifies to both (a) completeness, veracity, and accuracy of the information provided in the Bid and (b) the authority of the individual whose signature appears on the Bid to bind the Bidder to the terms and conditions set forth in the IFB. Bids submitted without the required signature shall be disqualified.



**Risk of Loss, Damage, Delay**

Bidder acknowledges and agrees to release and hold harmless the TSTC System, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys’ fees, arising out of or pursuant to delivery of the Bid or failure to deliver the Bid to the Procurement Office at TSTC, as designated in the IFB.

**Ownership of Proposals**

All Bids become the physical property of TSTC upon receipt.

**Use, Disclosure of Information**

Proposer acknowledges that TSTC is an agency of the State of Texas, and is therefore required to comply with the Texas Public Information Act. Tex. Gov’t Code Ch 552. If a Bid includes proprietary data, trade secrets, or information the Bidder wishes to except from public disclosure, the Bidder must specifically label such data, secrets, or information as follows: “**PRIVILEGED AND CONFIDENTIAL—PROPRIETARY INFORMATION.**” To the extent permitted by law, information labeled by the Bidder as proprietary will be used by TSTC only for purposes related to or arising out of the (a) evaluation or Bids (b) selection of a Bidder pursuant to the IFB process, and (c) negotiation and execution of a Contract, if any, with the Bidder selected.

**Costs of Participation**

TSTC specifically disclaim responsibility, and /or liability, for all costs, expenses, or claims related to or arising out of the Bidders participation in this IFB process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the IFB and the information relevant to the IFB.

**Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, University Policies and Procedures**

By submitting a Bid, the Bidder agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the Texas State Technical College System. System policies and procedures may be accessed at the following internet address: <http://www.tstc.edu>

**Rescission of Proposal**

A Bid can be withdrawn from consideration at any time prior to expiration of the Deadline for Proposals, as stated in this IFB pursuant to a written request sent to Melissa Warren via email at [melissa.warren@tstc.edu](mailto:melissa.warren@tstc.edu).

**Request for Electronic Copy**

A Bidder may request an electronic copy of the IFB by contacting via email [melissa.warren@tstc.edu](mailto:melissa.warren@tstc.edu)  
Paper copies will not be mailed.

**Request for Clarification**

TSTC reserves the right to request clarification of any information contained in the IFB.

**Request for Clarification by Proposer**

All questions and clarifications of the IFB should be directed to [melissa.warren@tstc.edu](mailto:melissa.warren@tstc.edu)

**Pre-Proposal Conference**

**N/A**



**Evaluation of Bid**

Bidders must submit as indicated the completed Bid Form with all addendums (if any), acknowledgments, and references as requested to be considered.

**Bid Opening**

Bids will be opened after the deadline set. Opening will be held at Texas State Technical College Waco. The Bid opening is open to the public. Opening for this IFB will be held at TSTC Waco Campus 3801 Campus Dr. Waco, TX and will be located in Patterson Hall 2<sup>nd</sup> Floor Conference Room or in the office of Melissa Warren 2<sup>nd</sup> Floor Patterson Hall, Procurement Services Office. TSTC address for Patterson Hall is 103 10<sup>th</sup> St. Note: This is an on campus address only. All submitted bids become the property of TSTC, after the Bid Opening deadline/opening date, and will not be returned. All information, documentation, and other materials submitted in response to this solicitation are considered and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed and an award has been made. You may obtain open records information by contacting Jerry Sorrells via email at [jerry.sorrells@systems.tstc.edu](mailto:jerry.sorrells@systems.tstc.edu)

**Award of Contract**

TSTC intends to award an agreement/contract/purchase order, with the vendor submitting an IFB that TSTC determines to be the Best Value and meets all of TSTC needs.



**Specifications and Bid Form:**

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Texas State Technical College Waco is requesting competitive sealed bids for the following items. Substitutions will not be accepted and will automatically disqualify your submission.

ITEMS	QUANTITY	Unit Price	TOTAL PRICE
Phoenix Type 300 Rod Oven MFG # PHO-1200201	1		
Victor VCM 200 Portable Cutting Machine MFG # VIC-0200-0220	1		
Miller XMT 304 cc/cv Package w/22 MFG # MIL-951343	12		
Miller Dynasty 200 DX 120-460VAC MFG # MIL-907099011	4		
Miller Dynasty 200 DX (Auto-Line 120-460) Tigrunner MFG # MIL-907099021	4		
Miller Dynasty 350 Tigrunner MFG # MIL-907204001	1		
Miller Dynasty 350 (Auto-Line 208-575) Tigrunner MFG # MIL-907204	1		
Delivery fee to: <b>555 Limmer Loop, Round Rock, TX 78665</b>	1		
<b>TOTAL</b>			

**Signature of Authorized Bidder:** \_\_\_\_\_

**Vendor Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Substituted items will not be accepted without prior written approval from the buyer. Any substitute items bid must be indicated as an equal or better and literature substantiating the equivalence must accompany the IFB. Failure to include literature may disqualify your bid from consideration. Delivery will be made \_\_\_\_\_ days after receipt of purchase order.**

**Please indicate if submitting a NO BID**

**Bid is valid for \_\_\_\_\_ days from bid due date.**

**By signing this bid, bidder agrees to comply with all terms and conditions (see enclosed) of the IFB or RFP and any purchase order issued pursuant to the bid submission. TSTC reserves the right to award on an "All or None" basis or "Line Item" basis. TSTC also reserves the right to reject any bid submitted. If for any reason there is a delay in the delivery date stated on the bid the vendor agrees to contact the buyer shown. TSTC reserves the right to cancel the order at any time due to delay or non delivery. TSTC terms are Net 30 days. TSTC will only accept new and unused items as being bid, unless otherwise specified.**

**Procurement Services Contact: Melissa Warren, CTP  
Director of Procurement Services  
Direct Phone: (254) 867-4804 Fax: (254) 867-3792**

**Email: [melissa.warren@tstc.edu](mailto:melissa.warren@tstc.edu)**

**Note:**

**Please sign the IFB or RFP and provide vendor information requested. Failure to do so will affect the evaluation process.**

**Texas State Technical College Waco**  
**Terms and Conditions**  
**ITEMS BELOW APPLY TO AND BECOME A PART OF THE BID**  
**SPECIFICATIONS for IFB# 3012380**  
**ANY EXCEPTIONS THERETO MUST BE IN WRITING**

**1. BIDDING REQUIREMENTS**

- 1.1 Bidders must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas in addition to the requirements of the 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/date stamped at the requesting agency on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids will not be accepted nor considered under any circumstances. Person signing the bid must have the authority to bind the firm in a contract.
- 1.5 Quote/Bid must be F.O.B Destination, freight prepaid and allowed or exact cost of shipping/delivery cost and terms must be shown on the bid submission.
- 1.6 Bid prices are requested to be firm for requesting agency acceptance for no less than 30 days from the bid opening date.
- 1.7 Bids should give Payee ID#, full firm name and address of bidder as requested.
- 1.8 Bid cannot be altered or amended after opening date and time. Alterations made prior to bid opening must be initialed by the bidder or his/her authorized agent. No bid can be withdrawn after opening date/time without TSTC approval of the written reason. All requests must be in writing prior to opening date/time.
- 1.9 Purchases made for State of Texas use are tax exempt from State Sales Tax and Federal Excise Tax. Do not include tax in your bid submission. Tax Exemption Certificate will be available upon request.
- 1.10 TSTC reserves the right to accept or reject any or all bids, part of bids and to waive minor technicalities and award based on best value to the vendor who best meets the needs for TSTC.
- 1.11 Consistent and continued tie bidding could cause rejection of bid by TSTC and/or investigation for antitrust violations.
- 1.12 TSTC shall not be responsible for failure of bids to reach the designated office by the date/time indicated regardless of the reason and method sent.
- 1.13 Late, illegible, incomplete or otherwise non-responsive bids will not be considered.

**2. SPECIFICATIONS**

- 2.1 Catalogs, brand names or manufacturers references are descriptive only and indicate type and quality desired. If bidding on other than specifications of the bid, it must be indicated as a "substitute" showing the manufacturer name and other descriptive product information being offered. Descriptive material (brochures, catalog pages) should be made a part of your bid submission for consideration by TSTC.
- 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 of products, when requested, must be furnished free of expense to TSTC. If not destroyed in examination, they will be returned to the bidder upon request at bidder's expense. Each sample should be marked with bidders name and address and bid number. Do not enclose bid with samples.
- 2.5 Any oral statement or representation will not bind TSTC contrary to the written specifications of the Invitation for Bid. (IFB)
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

### **3. TIE BIDS**

- 3.1 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 or other designated delivery address. Delivery day is a calendar day, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in no more than 14 days from the date of order. Unrealistic delivery promises and consistent delivery delays may cause a bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to the ordering agency buyer. Vendor must keep the ordering agency advised of the order status at all times. Defaults on promised delivery dates without acceptable reasons by TSTC personnel, or failure to meet specifications of the order, authorizes the ordering agency to purchase the goods or services elsewhere and charge any amounts over the original cost in goods and or services along with shipping and handling costs to the defaulting vendor.
- 4.3 No substitutions to the order are permitted without written approval of TSTC.
- 4.4 Delivery shall be made during normal business hours only, unless prior written approval has been

### **5. INSPECTION AND TESTS**

- 5.1 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 specifications. 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**

- 6.1 A response to an 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 a purchase order or written contract. 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, and 2157.003 shall also be considered in making an award. Any legal actions must be filed in McLennan County, Texas.

## **7. PAYMENT**

7.1 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 the goods or services and an uncontested invoice is received. For restrictions regarding pre-payment see section 11.

## **8. PATENTS OR COPYRIGHTS**

8.1 The vendor agrees to protect TSTC from claims involving infringement of patents and copyrights.

## **9. VENDOR ASSIGNMENTS**

9.1 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). Inquiries pertaining to IFB's must give the requisition number, codes, and opening date.

## **10. BIDDER AFFIRMATION**

10.1 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.

10.2 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 any TSTC employee in connection with this IFB, directly or indirectly involved with its preparation.

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 the 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. FAMILY CODE**

Pursuant to Section 231.006 Family Code, bid must include the names and Social Security Number of each person with at least 25% ownership of the business entity submitting the bid. Attach name and social security number for each person. This information must be provided prior to contract award.

## **12. NOTE TO THE BIDDER**

12.1 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.

12.2 The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the ordering agency and the contractor to attempt to resolve disputes arising under this contract.

## **13. BEST VALUE CRITERIA**

13.1 The quality, availability, and adaptability of the goods or services to the particular use of TSTC.

13.2 The number and scope of conditions attached to the bid.

13.3 The ability, capability, and skill of the bidder to perform the contract or provide the service required by TSTC.

13.4 Whether the bidder can perform the contract or provide the service promptly, or within the time required by TSTC without delay or interference, the character, responsibility, integrity, reputation, and experience of the bidder.

13.5 The quality of performance of previous contracts or services rendered.

13.6 Any previous or existing non-compliances by the bidder with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information

13.7 The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service; and the ability of the bidder to provide future maintenance, repair parts and service for the use of the contract.

**References:**

1. **Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone/Fax:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

2. **Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone/Fax:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

3. **Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone/Fax:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

# Vendor Information Sheet

Company Name: \_\_\_\_\_ Tax ID# \_\_\_\_\_

Purchase Order Mail To Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone# (\_\_\_\_\_) \_\_\_\_\_ Fax# (\_\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_ WebSite \_\_\_\_\_

Payment Remittance Address if different: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone# (\_\_\_\_\_) \_\_\_\_\_ Fax#(\_\_\_\_\_) \_\_\_\_\_

1. Does your company accept purchase orders? Yes \_\_\_\_\_ No \_\_\_\_\_
2. Does your company require a "hard copy" purchase order be faxed? Yes \_\_\_\_\_ No \_\_\_\_\_
3. Is your company a registered HUB Vendor (Historically Under Utilized Business) with the State of Texas?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If yes provide Expiration Date: \_\_\_\_\_ Ethnicity: \_\_\_\_\_ and attach certificate copy.

4. Is your company an active registered member of the Centralized Master Bidders List (CMBL) with the State of Texas? If yes please provide expiration date.  
Yes \_\_\_\_\_ No \_\_\_\_\_ Expiration Date: \_\_\_\_\_

5. Are you a listed vendor on the BuyBoard? Yes \_\_\_\_\_ No \_\_\_\_\_

Please note that all information supplied is used to update our vendor record files only. The information is used to place orders and make invoice payments promptly and accurately. Your assistance in keeping the information updated is appreciated.

Thank You.