



Texas State Technical College Waco

Tax Exempt # 74-1646989

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

INVITATION FOR COMPETITIVE BID

Title: Round Baler, Hay Rake & 3-Point Mount Disc Mower

IFB # 3349543

Date: 4-9-13

This is not a purchase order.

This form must be completed and returned for consideration.

Bid Return Date:

Bids must be received no later than 3:00 P.M. Central Standard Time on: 4-23-13

Mail Bids to:

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

Hand Deliver bids to:

Texas State Technical College
Procurement Office
Attn: Melissa Warren
103 10th St. (campus address only)
Waco, TX 76705

Faxed Bids will be accepted.

Emailed Bids will be accepted.

Fax: 254-867-3792

Email: melissa.warren@tstc.edu

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

If mailing, bids must indicate the Bid #, Bid Title, and Opening Date 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 opening. Late bids will not be accepted or considered for review.

Please sign your bid. Failure to do so will automatically disqualify your bid submission. 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. Open records requests, after award is made, may be requested by contacting Jerry Sorrells via email at: jerry.sorrells@systems.tstc.edu

**Specifications:**

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Texas State Technical College Waco is requesting competitive bids for the following equipment, **which MUST be delivered by MAY 15, 2013:**

**1. New Holland Model H5920 Hay Rake or equivalent model**

**PRODUCT SPECS:**

10 wheel rake

Raking width: 19 – 22 feet

**2. New Holland Model H6750 3-Point Mount Disc Mower or equivalent model**

**PRODUCT SPECS:**

3-Point mount disc mower

Non-conditioning

Cutting width: 9 feet 2 inches (110 inches)

Disc heads: modular

Includes one year complete warranty & 3 year cutter bar warranty

**3. New Holland BR7090 Round Baler or equivalent model**

**PRODUCT SPECS:**

Must make 4 x 6 bale

Weight adjustable from 500 – 2,000 pounds

For use with both twine & net wrap

**\*\*\* NOTE: EQUIPMENT MUST BE DELIVERED BY MAY 15, 2013 \*\*\***

**BID FORM**

**IFB # 3349543**

- 1. New Holland Model H5920  
Hay Rake  
or Equivalent Model below:**

\_\_\_\_\_ **1 each** \_\_\_\_\_

- 2. New Holland Model H6750  
3-Point Mount Disc Mower  
or Equivalent Model below:**

\_\_\_\_\_ **1 each** \_\_\_\_\_

- 3. New Holland Model BR7090  
Round Baler  
or Equivalent Model below:**

\_\_\_\_\_ **1 each** \_\_\_\_\_

- 4. Shipping/Delivery Charge: **1 each**** \_\_\_\_\_

**Total Bid Price** \_\_\_\_\_

**Total Bid Price to shipping/delivery to:**

Texas State Technical College-Waco Campus  
Attn: Central Receiving Dept.  
1200 Greenway (campus address only)  
Waco, TX 76705

**Substituted items will not be accepted without prior 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 invitation for bid 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.

**Buyer Contact:** Melissa Warren  
Procurement Office  
3801 Campus Drive  
Waco, TX 76705  
Direct Phone: (254) 867-4804 Fax: (254) 867-3792  
Email: [melissa.warren@tstc.edu](mailto:melissa.warren@tstc.edu)

**Note:**  
Please sign the Invitation For Bid and provide vendor information requested. Failure to do so will affect the evaluation process.

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

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

Texas State Technical College Waco  
Terms and Conditions

ITEMS BELOW APPLY TO AND BECOME A PART OF THE BID  
SPECIFICATIONS for **IFB # 3349543**  
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, 2157.003 shall also be considered in making an award. Any legal actions must be filed in McLennan 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 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.