



## Texas State Technical College Waco

Tax Exempt # 74-1646989

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

### **REQUEST FOR SEALED PROPOSAL # 201502**

**Title: Cessna 305/L19 "Bird Dog" Aircraft**

**Date: 10-8-14**

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**This form must be completed and returned for consideration.**

**Bid/Proposal Return Date: 3:00 PM Central Standard Time on: 10-23-14**

**Mail Bids to:**

Texas State Technical College  
Procurement Office  
Attn: Melissa Warren  
Director of Procurement Services  
Waco, TX 76705  
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  
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 Proposal and One (1) copy must be submitted.**

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

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

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

Please re-visit the Electronic State Business Daily website at : <http://esbd.cpa.state.tx.us> or the TSTC Procurement website at: <http://tstc.edu/procurement> prior to proposal closing should any addenda be posted that becomes part of the submission package.

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**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@systems.tstc.edu](mailto:jerry.sorrells@systems.tstc.edu)

or by visiting the Electronic State Business Daily website at : <http://esbd.cpa.state.tx.us>

or the TSTC Procurement website at: <http://tstc.edu/procurement>.

**Questions:**

Melissa Warren (254) 867-4804 or [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 of 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)

**RFP Requirements:**

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

TSTC reserves the right to modify, rescind, or revoke this RFP, 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 RFP Requirements**

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

**Binding Effect of Proposal**

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

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### **Signature Certification of Proposer**

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

### **Risk of Loss, Damage, Delay**

Proposer 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 Proposal or failure to deliver the Proposal to the Procurement Office at TSTC, as designated in the RFP.

### Ownership of Proposals

All proposals 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 Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, the Proposer 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 Proposer as proprietary will be used by TSTC only for purposes related to or arising out of the (a) evaluation or Proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Proposer selected.

### Costs of Participation

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

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

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

### Request for Clarification

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

### **Request for Clarification by Proposer**

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

## Evaluation of Proposals

Proposers must submit as indicated the completed proposal form with all addendums (if any) acknowledgments, and references as requested to be considered.



**Proposal Opening**

Proposals will be opened after the deadline set. Opening will be held at Texas State Technical College Waco. The Proposal opening is open to the public. Opening for this Proposal 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. **TSTC address for Patterson Hall is 103 10<sup>th</sup> St. Note: This is an on campus address only.** All submitted proposals become the property of TSTC, after the RFP submittal 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 negotiate and award an agreement/contract with the vendor submitting a Proposal that TSTC determines to be the Best Value and meets all of TSTC needs.

**Liquidated Damages**

Owner and Contractor recognize that time is of the essence of this agreement and the Owner will suffer financial loss if the work or items is not completed or received per the completion schedule or ETA provided. Owner and Contractor therefore agree that as liquidated damages for delay, a charge of \$250.00 per day will be assessed for late delivery of the selected proposal criteria.

**Safety**

Contractor must comply with all applicable safety regulations, including but not limited to, the policies of Texas State Technical College when on campus.

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## Specifications /Proposal Form

### “RFP 201502 Cessna 305/L19 Bird Dog Aircraft”

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Texas State Technical College Waco is requesting proposals for the following:

<u>ITEM#</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMT.</u>
Cessna 305/L19 “Bird Dog” Aircraft (1951 or later year model)	1 each	_____	_____

Please include the following specifications in regards to the aircraft you are proposing:

- 1951 or later year model
- Aviation equipment on board (Comm radios and intercom)
- 200 hp or better
- 750 # total useful load
- Condition of Aircraft (interior, exterior paint, accident history)  
*(Photos of interior & exterior of aircraft preferred)*

Please note that qualified proposals are subject to onsite inspection by Texas State Technical College aviation maintenance personnel prior to award of contract.

#### Proposal Selection Criteria as follows:

- |                                     |                  |
|-------------------------------------|------------------|
| • Price                             | 30 points        |
| • Engine TSOH (time since overhaul) | 40 points        |
| • Propeller type                    | 15 points        |
| • <u>Accessories/upgrade</u>        | <u>15 points</u> |

**TOTAL :** **100 points**

**Total Proposal Price:** \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Delivery must be made within 7 days of award.**

**Please indicate if submitting a NO BID** ☐

**Proposal is valid for \_\_\_\_\_ days from proposal due date.**

**By signing this proposal, proposer agrees to comply with all terms and conditions (see enclosed) of the RFP and any purchase order issued pursuant to the proposal 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 proposal submitted. If for any reason there is a delay in the delivery date stated on the proposal, the proposer 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.**

**Procurement Services Contact: Melissa Warren**  
**Director of Procurement Services**  
**Direct Phone: (254) 867-4808 Fax: (254) 867-3792**  
**Email: [melissa.warren@tstc.edu](mailto:melissa.warren@tstc.edu)**

**Note:**

**Please sign the 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  
“RFP 201502 Cessna 305/L19 Bird Dog Aircraft”  
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 Request for Proposal. (RFP)

2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

**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 RFP is an offer to contract based upon the terms, conditions and specifications contained herein. Proposals 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**

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 proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the vendor shall be removed from all bid lists.
- 10.2 The proposer 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 RFP, directly or indirectly involved with its preparation.
- 10.3 Pursuant to Section 2155.004 Government Code the proposer has not received compensation for participation in the preparation of the specifications for this RFP.
- 10.4 Pursuant to Section 231.006 (d) Family Code (relating to child support), the proposer certifies that the individual or business entity named in this proposal 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 proposer certifies that the individual or business entity named in this proposal 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 Proposer 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 Proposer 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 Proposer 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 proposer will complete the following information in order for the proposal to be evaluated:
- Name of Former executive: \_\_\_\_\_
- Name of State Agency: \_\_\_\_\_
- Date of separation from State Agency: \_\_\_\_\_
- Date of Employment with Bidder: \_\_\_\_\_
- 10.9 Proposer 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, proposal must include the names and Social Security Number of each person with at least 25% ownership of the business entity submitting the proposal. Attach name and social security number for each person. This information must be provided prior to contract award.

## **12. NOTE TO THE PROPOSER**

12.1 Any terms and conditions attached to a proposal will not be considered unless specifically referred to on this proposal form and may result in disqualification of the proposal.

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 proposer 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 proposal.

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

13.4 Whether the proposer 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 proposer.

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

13.6 Any previous or existing non-compliances by the proposer 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 proposer to perform the contract or provide the service; and the ability of the proposer 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 Buy-Board? 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.