



## Texas State Technical College

1902 N. Loop 499  
Harlingen, TX 78550  
Fax (956) 364-5173

Date issued: November 23, 2015

**IFB#: IFB-16-MH-002**

**Temporary Staffing Services – Waco**

**Bid Opening Date: December 9, 2015, 2:00 p.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 unless you request removal from the CMBL list by so indicating below.

### RESPONDENT:

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

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

\_\_\_\_ Yes, our company does have an interest in responding

\_\_\_\_ 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 can not submit bid because of:  
Objections: \_\_\_\_\_
- \_\_\_\_ 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: \_\_\_\_\_

### 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

TSTC Bids may be downloaded at: <http://esbd.cpa.state.tx.us/>

Signed by: \_\_\_\_\_

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

**TEXAS STATE TECHNICAL COLLEGE**  
**IFB-16-MH-002**  
**Temporary Staffing Services – Waco**  
**Bid Opening Date: December 9, 2015, 2:00 p.m. CST**

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

**Return sealed bid to: \***

TEXAS STATE TECHNICAL COLLEGE  
ATTN: Mary G. Hernandez  
1902 North Loop 499  
Building I, Financial Services Office  
Harlingen, Texas 78550

*Annotate bid opening date and the  
Invitation for Bid number:  
**"IFB-16-MH-002"**  
immediately below return address on  
**SEALED BID ENVELOPE.***

*\*Although bids are being submitted to TSTC in Harlingen, services are to be provided in Waco, Texas.*

Bidder must sign all bids – the laws of the State of Texas must prevail on all bids. By signing this bid, bidder certifies that if a Texas address is shown as the address of the bid, bidder Qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2

The Payee Id Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided below. If this number is not known, enter your Federal Employer's Identification Number. Sole owner should also enter Social Security Number.

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Payee Id Number: \_\_\_\_\_

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

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

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Applicable statements below must be specified if preference claimed under Rule 1 TAC 113.8:

_____ Supplies, materials or equipment produced in TX/offered by TX bidder	_____ Agricultural products grown in TX
_____ Products of persons with mental or physical disabilities	_____ Products made of recycled material
_____ Agricultural products offered by TX bidder	_____ Energy efficient product
_____ USA produced supplies, materials or equipment	_____ Rubberized asphalt paving material
_____ Historically Underutilized Business certified by GSC	_____ Recycled motor oil lubricant

**Agency Invoice Address**

Texas State Technical College  
Procurement Services  
3801 Campus Drive  
Waco, Texas 76705

**Description**

Temporary Series (As per attached specifications)

**TEXAS STATE TECHNICAL COLLEGE**  
**IFB-16-MH-002**  
**Temporary Staffing Services – Waco**  
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**SPECIFICATIONS**

**1. General Specifications:**

- A. The proposal cost will be based hourly rate per person.
- B. Proposer must comply with all requirements of the Americans with Disabilities Act.
- C. Labor to be provided by Proposer must be available upon request. The department management will attempt to provide a minimum of 24 hours notice of labor needed.
- D. All personnel furnished by Proposer will be employees of the Proposer and Proposer will pay all salaries, payroll taxes, worker's compensation, and other benefits for such personnel.
- E. The proposer will provide a list of personnel fulfilling the request and follow-up with management to ensure personnel meet requested requirements.
- F. Background checks and drug tests will be provided for all personnel when fulfilling management requests.
- G. Verification of personnel experience will be provided to ensure candidates meet specific job requirements.

**2. General Labor Requirements:**

Requirements:

- A. The work will include moving furniture, lifting of equipment, lifting of boxes and other general labor.
- B. Regular hours include 8:00am – 5:00pm, Monday – Friday.
- C. May include some evenings and weekend hours (5:00 p.m.-9:00 p.m. evenings and 8:00 a.m. - 12:00 noon on weekends).
- D. It is anticipated that approximately 2,000 hours of regular time general labor will be needed by Texas State Technical College during one year period as needed.

**3. Cashier Requirements:**

Job Description: Must be computer literate, some knowledge to work cash register, cash handling experience and customer service skills.

- A. Hours Needed: 7:30am – 5:30pm, Monday-Friday.
- B. May include some evenings and weekend hours (5:00 p.m.-9:00 p.m. evenings and 8:00 a.m. - 12:00 noon on weekends).
- C. It is anticipated that approximately 2,000 hours of regular time will be needed by Texas State Technical College during one year period as needed.

**4. Clerical Requirements:**

- A. Job Description: Answering telephones, typing, filing, computer experience (Microsoft literate), use of fax and copy machines, and some data entry.
- B. It is anticipated that approximately 2,000 hours of regular time will be needed by Texas State Technical College Bookstore during one year period, as needed.

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**PROPOSAL COST RESPONSE FORM**

NOTE: Use this form to submit bid. Additional information may be attached. Submission of a bid notes that vendor certifies agreement to all the specifications and conditions.

1. **General Labor** – Regular hours, Hourly rate: \$ \_\_\_\_\_/hr minimum pay to the employee

Hourly rate + Company's Fees = Cost to TSTC \$ \_\_\_\_\_/hr

2. **Clerical person** – Hourly Rate: \$ \_\_\_\_\_/hr minimum pay to the employee

Hourly rate + Company's Fees = Cost to TSTC \$ \_\_\_\_\_/hr

3. **Cashier person** – Regular hours, Hourly rate: \$ \_\_\_\_\_/hr minimum pay to the employee

Hourly rate + Company's Fees = Cost to TSTC \$ \_\_\_\_\_/hr

**Period of Agreement:**

The awarded bid shall be from (approximately) December 15, 2015 through August 31, 2016, with an option to extend the proposal for two (2) additional one (1) year periods, at the same terms and conditions including price, by consent of both parties.

Initial term:	12/15/15 – 8/31/16
1 <sup>st</sup> year	9/1/16 - 8/31/17
2 <sup>nd</sup> year	9/1/17 - 8/31/18

Pricing information as stated on the proposal form of the successful Proposer shall remain firm for the entire term and/or extensions of the contract. Price increases will not be allowed.

The contract may be terminated by either party upon written thirty (30) days' notice prior to cancellation.

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**Terms and Conditions**

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

**A. BIDDING REQUIREMENTS**

1. Bidder must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
2. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
3. Bid should be submitted on this form. Bid must be time stamped at ordering agency on or before the hour and date specified for the Bid opening.
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.
5. 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.
6. Bid should give Payee ID Number, full firm name and address of proposer 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 \_\_\_\_\_

7. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by proposer or his authorized agent. No bid can be withdrawn after opening time without approval by TSTC based on an acceptable written reason.
8. 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.
9. 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.
10. Consistent and continued tie bidding could cause rejection of bid by TSTC and/or investigation for antitrust violations.
11. 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.

**B. TIE BIDS**

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

**C. 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, and 2157.003 shall also be considered in making an award. Any legal actions must be filed in McLennan County, Texas.

**D. 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.

**E. PATENTS OR COPYRIGHTS**

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

**F. 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.

**G. 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.

1. 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 a public servant in connection with the submitted bid.
2. Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, 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.
3. Pursuant to Section 2155.004 Government Code the proposer has not received compensation for participation in the preparation of the specifications for this bid.
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 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.
5. Under Section 2155.004 Government Code the proposer 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.
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.

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.
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 bid to be evaluated:**

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

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

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

Date of Employment with proposer: \_\_\_\_\_

9. Proposer agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
10. 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.

#### **H. NOTE TO PROPOSER:**

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. 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 all disputes arising under this contract.

#### **I. BEST VALUE CRITERIA**

- the quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
- the number and scope of conditions attached to the bid;
- the ability, capacity, and skill of the proposer to perform the contract or provide the service required;
- whether the proposer can perform the contract or provide the service promptly, or within the time required, without delay or interference;
- the character, responsibility, integrity, reputation, and experience of the proposer;
- proximity of the proposer's office to the site, and is there a firm principal at the local office, and how much of the design work will be done at the local office;
- related to the above, how close are the proposer's sub-consultants to the site, and are there firm principals at the local sub-consultants' offices, and how much of the design work will be done at the local sub-consultants' offices;
- the quality of performance of previous contracts or services;
- any previous or existing noncompliance by the proposer with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information; 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.
- The purchase price
- Any relevant criteria specifically listed in the bid or request for proposals.