

# Tallahassee Community College

Invitation to Bid (ITB)  
For  
Lincoln Welding Equipment

ITB 2022-04



Solicitations Due – December 2, 2021 - 1:45 p.m. EST

Solicitation Opening – December 2, 2021 - 2:00 p.m. EST

<http://www.tcc.fl.edu/about/college/administrative-services/purchasing/>

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## GENERAL CONDITIONS

**Proposers:** To insure acceptance of the proposal, follow these instructions.

**SEALED PROPOSALS:** The number of the proposal and the date of opening shall be shown on the envelope/box containing each proposal. Proposers are requested to show their name and address on the envelope/box. All proposals are subject to the terms and conditions specified herein and on the attached proposal documents.

Completed proposal must be submitted in a sealed envelope/box. **Telegraphic (fax, e-mail, telephone, telegraph) proposals will not be accepted.**

1. **EXECUTION OF PROPOSAL:** Proposals must contain an original manual signature of an authorized representative. Failure to properly sign the proposal may invalidate same, and it may not be considered for award. All proposals must be completed either handwritten in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered information and enter the corrected information above it. Corrections must be initialed by the person signing the proposal. Any illegible entries, pencil proposals or corrections not initialed may not be considered. The original conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letterform, signed by proposers and attached to the proposal.
2. **NUMBER OF COPIES:** Proposers must submit two (2) complete sets, one (1) original and one copy along with (3) electronically on a USB flash media in PDF format). The USB's must be identical to the original proposal with all original signatures and all supporting documentation and be uploaded as one document. The original, copies and USB's are to be in a sealed envelope/box marked as stated in the Proposal Submission clause. This quantity is **required** so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.
3. **PROPOSAL PREPARATION COSTS:** The College shall not be liable for any expenses incurred in connection with the preparation of a response to this ITB.
4. **PROPOSAL SUBMISSION:** The College will receive proposals at the Purchasing Office. The outside of the sealed envelope/box must be identified as follows:
  - Proposer's name
  - Return address
  - ITB number and title
  - Due date and time
5. **DUE DATE AND TIME:** The date and time will be carefully observed. Proposals received after the specified date and time shall be returned unopened. The College will not be responsible for late deliveries or delayed mail.

The time stamp located in the Purchasing Office shall serve as the official authority to determine lateness of any proposal.

**Receipt of the proposal in the Purchasing Department after the date and time specified due to failure by the proposer to provide the above information on the outside of the envelope/box shall result in the rejection of the proposer's proposal.**

The proposer may submit the proposal in person or by mail/courier service. The College cautions proposers to assure actual delivery of mailed or hand delivered proposals prior to the deadline set for receiving proposals. Confirmation of receipt of proposal can be made by calling the College Purchasing Office.

6. **SUPPLIER REGISTRATION REQUIREMENTS:** Proposers who obtain RFP documents from other sources must officially register with the College's Purchasing Office in order to be placed on the mailing list for any forthcoming addenda or official communications. The College shall not be responsible for providing addendums to proposers who receive RFP documents from other sources.

Failure to register as a prospective proposer may cause your proposal to be rejected as non-responsive if you have submitted a proposal without an addendum acknowledgement for the most current and/or final addendum.

Prior to the award of this solicitation, supplier(s) must be registered in TCC's Workday Supplier database. If you previously submitted these forms and received your **TCC Workday Supplier ID** number, you will not need to re-submit, just reference this number on the **Proposal Response Form. Example of a Workday Supplier ID is SU 00000123**

If you are not a registered TCC supplier, prior to award of this solicitation you will need to complete our online TCC Vendor Application Form and W-9 at: <http://www.tcc.fl.edu/about/college/administrative-services/purchasing/vendor-information/#>

These forms are submitted electronically which protects your information. Once your forms have been submitted and information has been processed by Purchasing, you will receive an e-mail containing your TCC Supplier ID Number.

If you are unsure about your registration status in TCC's database, please E-mail Ed Tolliver at and include the company name and address.

7. **DELAYS:** The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Proposers of all changes in scheduled due dates by written addendum.
8. **REVISIONS AND AMENDMENTS:** The right is reserved, as the interest of the College may require, to revise or amend the specifications or drawings or both prior to the date set for opening of ITB, such revisions and amendments, if any, will be announced by an addendum to the ITB. If the revisions and amendments are of a nature which requires material changes in quantities or prices, the date

set for the opening of the ITB may be postponed by such number of days as in the opinion of the Purchasing Director that will enable Proposers to revise their ITB. In such cases the addendum will include an announcement of the new ITB opening date. The proposers shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgment page of the addendum with their proposal.

9. **CONFLICT OF INTEREST**: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. Further, all proposers must disclose the name of any Board employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
10. **DISQUALIFICATION**: Any or all proposals will be rejected if there is reason to believe that collusion exists between proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.
11. **PROPOSAL WITHDRAWAL**: Proposers may withdraw their proposals by notifying the College in writing at any time prior to the time set for the proposal deadline. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity (company business card and driver's license) and provide a signed receipt for the proposal. Once opened, proposals become the property of the College and will not be returned to the proposers.
12. **POSTING OF RESULTS**: Proposal tabulations with recommended awards will be posted for review by interested parties in the TCC Purchasing Office on or about May 16 and will remain posted for a period of 72 hours.

The College will also post all recommended awards and addenda and materials relative to this procurement on the State of Florida's Vendor Bid System (VBS) [http://myflorida.com/apps/vbs/vbs\\_www.main\\_menu](http://myflorida.com/apps/vbs/vbs_www.main_menu) and the College's Purchasing website: <http://www.tcc.fl.edu/about/college/administrative-services/purchasing/solicitation-documents/#>. **Interested parties are responsible for monitoring these sites for new or changing information relative to this procurement.**

13. **ADDITIONAL INFORMATION**: No additional information may be submitted, or follow-up performed by any proposer after the stated due date of a formal presentation to the evaluation committee, unless specifically requested by the College.
14. **CONTRACTUAL AGREEMENT**: This Invitation to Bid shall be included and incorporated in the final contract or purchase order. The order for contract precedence will be the contract (purchase order), proposal document and response. Any and all legal actions associated with this Invitation to Bid and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida.

15. **PUBLIC RECORDS**: Upon award or ten (10) days after opening, whichever is earlier, proposals become “public records” and shall be subject to public disclosure consistent with chapter 119.07(3) (m), Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the proposal, and must identify the data or other materials to be protected, and must state reasons why such exclusion from public disclosure is necessary. Any financial statements that are submitted are exempt from becoming public record [FS 119.07(3)(t)].
1. **INQUIRIES/INTERPRETATIONS**: All proposers shall carefully examine the RFP documents. Proposers are expected to examine the terms and conditions, specifications, scope of work, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Any interpretation of or changes to the ITB will be made in the form of a question and answer acknowledgement form or an addendum to the ITB if the technical specifications change and will be furnished to all proposers.
- Such inquiries regarding this ITB outside a pre-proposal conference must be submitted in writing via email to the College’s Purchasing Office at [kelly.martin@tcc.fl.edu](mailto:kelly.martin@tcc.fl.edu). The College will provide written answers via email to the questions to all proposers who have received the ITB. The College will not be responsible for any oral instructions made by any employee(s) of the College in regard to this ITB.
16. **PRICES QUOTED**: Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units of quantity specified in the proposal specifications. In case of discrepancy in computing the amount of the proposal, the Unit Price quoted will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions).
- A. **TAXES**: The College does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use tangible personal property in the performance of contracts for the improvement of the College owned real property as defined in chapter 192 of the Florida Statutes.
- B. **MISTAKES**: Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer’s risk. In the event of extension error(s), the unit price will prevail and the proposer’s extension and total offer will be corrected accordingly. In the event of addition error(s), the unit price and extension thereof will prevail and the proposer’s total offer will be corrected accordingly.
- C. **CONDITIONS AND PACKAGING**: It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current

production model at the time of this proposal) and that all containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

D. **PROPOSER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional proposal.

E. **PRICES:** All proposal prices shall be valid for a minimum period of 90 days from date of submittal.

17. **EQUIVALENTS:** This ITB is for Lincoln Electric equipment only. No equivalents or substitutions will be accepted. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

**Brand Names: Due to compatibility issues Lincoln Electric equipment is the only brand that will be acceptable for this ITB. We will not accept any substitutions.**

18. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in proposal and/ or purchase order may be purchased on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may result in:

1. Vendors name being removed from the vendor mailing list.
2. All departments being advised not to do business with vendor.

19. **SAMPLES:** Samples of items when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the proposer's expense. Proposers will be responsible for the removal of all samples furnished within 30 days. Each individual sample must be labeled with the proposer's name, proposal number, and item number. Failure of proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department. In addition, the College reserves the right at any reasonable time to inspect the proposer's facilities in order to determine that proposer has a bona fide place of business and is a responsible proposer.

20. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this proposal shall be new. The items proposed must be new, the latest model, of the best quality, and highest grade workmanship.

21. **PROOF OF FUNCTIONAL CAPABILITIES:** It should be understood by the vendor that award of this contract may be subject to satisfactory proof of functional capabilities of the equipment, services, and items as specified under this solicitation. If required, the vendor will have to demonstrate these capabilities within seven (7) days after conditional award.

22. **SUBSTITUTIONS**: The College **WILL NOT** accept substituted shipments of any kind. Proposer(s) is expected to furnish the brand quoted in their proposal once awarded by the College. Any substitute shipments will be returned at the proposer's expense. The proposer shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as herein.
23. **SUB-CONTRACTING**: Where a vendor does not have the capability or the time to complete the work required under this proposal "in house", sub-contracting will be permitted only with the prior knowledge and approval of the College. Therefore, the name of any sub-contractor contemplated for use will be included as part of the proposal. This process is needed so that the college can be assured and in agreement that the sub-contractor(s) can complete the work to the desired quality and in a timely manner. The sub-contractor(s) must be identified in the proposal.
24. **PUBLIC OPENING/EVALUATION**: Proposals shall be publicly opened and recorded on the date and time specified herein unless changed by addendum. No other information or pricing will be read or discussed at the opening. All proposals received after the specified time will not be considered and will be returned to the proposer. Fax, e-mail, telegraph or telephone proposals will not be accepted. A proposal may not be altered after the opening of the proposals. Upon receipt of proposals, an evaluation committee if required will select qualified candidates based on criteria contained herein. The evaluation committee may contact qualified responders to give oral presentations after the initial review of all proposals.
25. **ACCURACY OF PROPOSAL INFORMATION**: Any proposer which submits in its proposal to the College any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.
26. **ADVERTISING**: In submitting a proposal, the proposer agrees not to use the results there from as a part of any commercial advertising unless permission in writing is granted by the College.
27. **GOVERNMENTAL RESTRICTIONS**: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the ITB prior to their performance, it shall be the responsibility of the proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the College.
28. **LIABILITY, INSURANCE, LICENSES AND PERMITS**: Where proposers are required to enter or go onto the College property to deliver materials or perform work or services as a result of a proposal award, the proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. The proposer shall be liable for any damages or loss to the Board



occasioned by negligence of the proposer (or agent) or any person the proposer has designated in the completion of the contract as a result of his or her proposal.

29. **DRUG FREE WORKPLACE**: Whenever two or more proposals which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a proposal received that has completed the Drug Free Workplace form, certifying that it is a drug free workplace, shall be given preference.
30. **CANCELLATION**: In the event the contractor violates any of the provisions of this proposal, the Board shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the board for immediate cancellation. Tallahassee Community College reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days written notice to the other party.
31. **TERMINATION**: If a contract is awarded as a result of this ITB and is terminated or cancelled within the first year of the contract period, the College may elect to negotiate & award a new contract to the next ranked proposer or to issue a new ITB, whichever is determined to be in the best interest of the College.

The supplier will serve at the will and pleasure of the College. Either party may cancel the contract with thirty (30) days advanced written notice. However, at the College's sole option, a termination for convenience by the College may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole. The College shall be liable for goods or services delivered and accepted. In the event of termination by either party, the supplier will have, in no event, any claim against the College for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the College, the supplier shall:

- Stop orders/work on the date and to the extent specified.
  - Terminate and settle all orders and/or sub-contracts relating to the performance of the terminated work. All costs incurred for canceled projects will be billed to the College.
  - Transfer all work in progress, completed work, and other materials related to the terminated work as directed by the College.
  - Continue and complete all parts of the work that have not been terminated.
32. **PUBLIC ENTITY CRIMES**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded work or perform work as a contractor, supplier, sub-proposer or consultant under a

contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Chapter 287 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**Note: By signing the proposal, the supplier attests they have not been placed on the convicted vendor list.**

33. **ACCEPTANCES AND REJECTION:** The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College. The College reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts, or who, in the College's opinion, is not in a position to perform properly under this award. The College reserves the right to inspect all facilities of proposer's in order to make a determination as to the foregoing.
34. **JOINT VENTURES:** Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this ITB.
35. **IDENTICAL OR TIE PROPOSALS:** In the event two (2) or more proposers submit the exact dollar amount as their proposal offer, the following criteria, in order of importance, shall be used to break said tie: (1) Drug Free Work Place, (2) Florida proposers, (3) Proposer's place of business is within Leon, Gadsden or Wakulla Counties, (4) or by flip of coin, when all other factors are equal.
36. **FAMILIARITY WITH LAWS:** All proposers are required to comply with all Federal, State, and Local laws, codes, rules and regulations controlling the action or operation of this ITB. Relevant laws may include, but are not limited to: The Americans with Disabilities Act of 1990, Office of Education 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20) Education Code (Educational Facilities), OSHA regulations, and all Civil Rights legislation.
37. **EQUAL OPPORTUNITY:** The College is committed to complying with all laws prohibiting discrimination on the basis of race, color, ethnicity, genetic information, national origin, religion, gender sexual orientation, marital status, age or disability in its programs and activities. The proposer agrees to make no distinction in its employment practices on the basis of race, color, ethnicity, genetic information, national origin, religion, gender sexual orientation, marital status, age or disability in such practices. Proposer agrees to adhere to any and all applicable State and Federal Civil Rights Laws.
38. **DEFAULT:** In the event of default on a contract, the successful proposer shall pay to the Board, as liquidated damages an amount equal to 25% of the unit price proposal, times the quantity (or) \$50.00, whichever amount is larger. In the event

of default on a contract, the successful proposer shall pay all attorneys' fees and court costs incurred in collecting any liquidated damages.

39. **INVOICING AND PAYMENT**: Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect, properly invoiced and minimally meet the following conditions to be considered as a valid payment request:
- A. Timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the purchase order or contract, and be submitted to Accounts Payable at the address indicated on the purchase order.
  - B. All invoices shall consist of an original and (1) copy; clearly referencing the subject purchase order number; provide a sufficient description to identify goods or services for which payment is being requested; and include date(s) of services.
  - C. The invoice shall also contain the proposer's Federal Employer Identification Number (F.E.I.N.).
  - D. Tallahassee Community College's terms are "Net 30" after acceptance of goods or services and receipt of an acceptable invoice as described herein.
40. **ANTI-DISCRIMINATION**: The proposer certifies that he or she is in compliance with the non-discrimination clause in Section 202, Executive Order 11246, as amended by executive order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
41. **OSHA**: The proposer warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract. (MSDS Statement)
42. **AFFIRMATION**: By submission of a proposal, the proposer affirms that his/her proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. **Proposer agrees to abide by all terms and conditions of this ITB and the resulting contract. No outside terms and conditions will be considered unless approved by the College.**
43. **RENEWAL**: Renewal Option, \_\_\_YES \_\_ NO: If yes, the terms in this ITB will automatically renew for one (1) year increments for up to an additional three years unless terminated, with 30 days written notice, by either party.
44. **INDEMNIFICATION**: To the fullest extent permitted by law, the proposer shall indemnify, hold harmless and defend the College, its Trustees, officers, agents, servants, and employees, from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual

cost incurred for expert witness testimony, arising out of or resulting from the performance of services required under this Contract, provided that same is caused by the negligence, recklessness, or intentional wrongful conduct of the proposer or other person utilized by the proposer in the performance of the work. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the College as set forth in Section 768.28, Florida Statutes.

The proposer, without exemption, shall indemnify and hold harmless the College, its employees and/or any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the proposer. Further, if such a claim is made or is pending, the proposer may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the proposer and receive reimbursement. If the proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

45. **VERIFICATION OF EMPLOYMENT:** In accordance with State of Florida Office of the Governor Executive Order Number 11-02, the firm shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed during the contract term by the firm to perform employment duties within Florida and all persons (including sub-consultants) assigned by the firm to perform work pursuant to the contract with Tallahassee Community College.
46. **PROHIBITION AGAINST CONTINGENT FEES:** Vendors/Suppliers are hereby notified that any contract entered into by Tallahassee Community College will contain a prohibition against contingent fees as follows: "The vendor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the College shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration, and to disqualify the vendor from future contracts with Tallahassee Community College for a period up to five (5) years.
47. **SPECIAL CONDITIONS:** Any and all special conditions and specifications attached here to which vary from these general conditions shall have precedence.

48. **SUBMITTAL:** Proposals must be received by the TCC Purchasing Office by December 2, 2021 at 1:45 pm EST.

Proposal Number: ITB 2022-04

Proposals will be opened: December 2, 2021 at 2:00 pm EST

Proposals Will Be Opened in the TCC Purchasing Office (see address below)

Send Proposal to:

Tallahassee Community College

Purchasing Department

Building MR 57

444 Appleyard Drive

Tallahassee, Florida 32304-2895

49. **PROTEST OF SOLICITATIONS SPECIFICATIONS PROCEDURE:** Tallahassee Community College Procedure for Contract Solicitation or Award Bid Protest procedures may be obtained from the TCC Purchasing Office or accessed by going to the TCC Purchasing website using this link:

<https://www.tcc.fl.edu/media/divisions/administrative-services/purchasing/TCC-Bid-Protest-Procedures.pdf>

## GENERAL INFORMATION

### 1. PRE-PROPOSAL CONFERENCE:

- A. A pre-proposal conference, if indicated below, will be held at the address, date and time as specified, open to all interested parties, at which time the College purchasing staff will be present to answer questions and explain the intent of the ITB documents.
- B. At this meeting, any suggested modifications may be presented in writing to, or discussed with the College's representative(s) as a possible addendum to the ITB.
- C. Any conclusions reached at this conference which amend the ITB documents will be issued in the form of an addendum to all proposers.
- D. Even if attendance is not mandatory, it is strongly recommended.
- E. If applicable a brief tour of the facilities will be provided to all those in attendance following the pre-proposal conference.

### 2. PURCHASING AGREEMENTS WITH OTHER PUBLIC AGENCIES:

- A. All proposers submitting a response to this ITB agree that such response also constitutes an offer to all public entities within the State of Florida under the same conditions, for the same price, and for the same effective period, should the proposer feel it is in their best interest to do so.
- B. Each public agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other public agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by the virtue of this ITB.

### 3. **Pursuant to Section 1010.04, Florida Statutes, before purchasing nonacademic commodities and contractual services, greater than Category III, the College President or designee shall review the purchasing agreements and state term contracts available under Section 287.056, Florida Statutes, to determine whether it is in the Board of Trustees' economic advantage to use the agreements and contracts.**

**For the purchase of nonacademic commodities and contractual services the State of Florida purchasing agreements and state term contracts available under Section 287.056, Florida Statutes, have been reviewed.**

**3. SCHEDULE OF ITB EVENTS:**

Date	Time	Description
11/18/21	8:00 am	Release of ITB to Public, Posted on VBS & TCC Purchasing Website
N/A	N/A	Non-Mandatory Site / Pre-Submittal Meeting
11/23/21	5:00 pm	Last Day for Written Inquiries and Notice of Intent to Propose
11/24/21	5:00 pm	Anticipated Date that answers to Written Inquiries in the form of an Addendum will be posted on VBS & TCC Purchasing website
12/2/21	1:45 pm	Proposals Due
12/2/21	2:00 pm	Proposal Opening
12/3/21		Anticipated Commencement of Proposal Evaluations
12/7/21	8:00 am	Anticipated date that Intended Award will be posted

**Introduction and Purpose**

Tallahassee Community College Workforce Development Welding Technology program prepares students to enter employment in the welding industry or continue their education. The successful completion of this program enables students to receive industry-recognized certification through NCCER, receive an OSHA 1926 Safety Card, and sit for the American Welding Society (AWS) exam. To accomplish this goal, the College must offer its students and instructors the resources required for welding, cutting, and training. In addition, to establish the welding lab, which will scaffold many manufacturing skills, the necessary booth equipment must be acquired. To that end, Tallahassee Community College wishes to purchase welding equipment for its new, state of the art, welding facility. The College will screen all proposals/bids and will seek to negotiate an agreement with one or more qualified respondent(s).

## PROPOSAL SPECIFICATIONS AND EQUIPMENT

**This ITB is for a Lincoln Powerwave® 300C Advanced Process Welder Multi-Purpose Educational Ready-Pak® Part # K4934-1  
This package Includes the following items:**

K4934-1	Power Wave® 300C Base Unit
K2951-2-6-45	Magnum® PRO Curve™ 300 Gun Package w/Magnum® PRO front end expendables
3100211	Harris Flowmeter/Regulator and Hose Kit  10ft Work Lead
K1782-14	PTA-17F TIG Torch Ready-Pak (12.5 ft, 1 pc.)
K870-2	Foot Amptrol™-25ft with 12-Pin
K2374-1	Stick Electrode Holder and Cable (includes Twist Mate™ connector)
KP1696-1	0.35/.045 Combination V Groove Drive Rolls

**Specifications:** \*\*\*\_Input Voltage 200-208/220-230/380-415/460/575/1/3/50/60, Input Current 3ph /1ph / 40% Duty Cycle: 44/40/25/20/16.5, 3ph /1ph/ 100% Duty Cycle: 35/32/19.5/16/14. \*\*\*Auto Power Input Connect Technology. \*\*\*Checkpoint Cloud Based to collect data so that can be viewed from laptop, desktop, iphone, ipad and others. \*\*\* Integrated Package – Wire feeder inside machine case. Mounted on cart with storage drawer. \*\*\* Machines Processes Stick (SMAW) Gouging (CAC-A), Flux-Cored (FCAW), TIG (GTAW), MIG (GMAW), Pulsed MIG (GMAW-P), Flux-Cored Self-Shielded (FCAW-S), Flux-Cored Gas-Shielded (FCAW-G), GMAW-STT, Metal-cored Wire (GMAW-C), Max Rating 350\*\*\* Data Technologies: Ethernet. \*\*\*Set limits on Weld Procedures and Store them. \*\*\*\* Upgradable Software can be downloaded from the internet directly into the machine. \*\*\*Troubleshooting and Diagnostic Software



**Price Sheet**

This ITB is for a quantity of **10** units and must include the following:

Training and Orientation of Equipment:

Onsite Training by Lincoln technical representative

Freight

Unit Price: \$ \_\_\_\_\_

Total price for 10 units: \$ \_\_\_\_\_

Anticipated Delivery: \_\_\_\_\_

This pricing page must be submitted with your bid.

## **EVALUATION PROCESS**

### **1. EVALUATION METHOD:**

1. If necessary, an evaluation committee composed of TCC staff members, selected by the College's Vice President for Administrative Services, will provide the initial evaluation of all responses and make a recommendation which will be in the best interests of the College. The District Board of Trustees shall make the final award(s).
2. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final.
3. The evaluation committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the College based on the evaluation criteria.

### **2. NON-RESPONSIVE PROPOSALS:**

1. Non-responsive proposals will be rejected by the Purchasing Department, and will not be distributed to the evaluation committee for consideration. Additionally, the evaluation committee may determine that required submittals/documentation is so inadequate as to be determined to be non-responsive. Non-responsive proposals may include, but are not limited to the following:
  - Failure to sign the proposal
  - Failure to acknowledge addenda
  - Failure to provide required submittals/documentation/**Mandatory Forms**
  - Submission of a late proposal
  - Submission of a proposal that contains conflicting terms and conditions than those listed by the College
  - Proposer does not meet minimum requirements

### **3. STATEMENT OF QUALIFICATION:**

- A. To insure that all ITB's are fairly evaluated, scored and ranked, it is very important that the ITB's are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

## **INSURANCE REQUIREMENTS**

### **1. REQUIREMENTS:**

During the performance of the services under this contract, contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

#### **A. Minimum Limits:**

1. General Liability Insurance with all of the following:
  - a. Bodily injury limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
  - b. Property damage limits of not less than \$1,000,000 for each occurrence/\$2,000,000 aggregate
2. Automobile Liability Insurance with all of the following:
  - a. Bodily injury limits of not less than \$500,000 for each person
  - b. Not less than \$500,000 for each incident
  - c. Property damage limits of not less than \$500,000 for each accident
3. Workers' Compensation Insurance in accordance with statutory requirements, as well as the following:
  - a. Employer's liability insurance with limits of not less than \$100,000 for each accident
  - b. \$100,000 for each disease
  - c. \$500,000 aggregate
4. Professional Liability, when applicable for services provided, not less than \$1,000,000 per occurrence/\$2,000,000 aggregate

#### **B. Conditions:**

1. Policies must be written by an insurance company authorized to do business in Florida.
2. Policies other than Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.

3. The College's Purchasing Director/Risk Manager may verify ratings at A.M. Best's website: [www.ambest.com/](http://www.ambest.com/) (regarding item 1B2 above)
4. Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the Certificate(s) of Insurance.
5. Contractor shall furnish the College Certificates of Insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the College.
6. Contractor shall include the College as an additional insured on the General Liability and Automobile Liability insurance policy required by the contract. All of the contractor's sub-contractors shall be required to include the College and contractor as additional insured on their General Liability insurance policies.
7. If an "ACCORD" Certificate of Liability Insurance form is used by the contractor's insurance agent, the words "endeavor to" and "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" in the "cancellation" paragraph of the form shall be deleted.
8. The contractor shall not commence work under this contract until all insurance required as stated herein has been obtained and the College has approved such insurance.
9. "Claims made" insurance policies are not acceptable.

**2. MISREPRESENTATION:**

Misrepresentation of any material fact, whether intentional or not, regarding the proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

**3. GOVERNMENTAL ENTITIES:**

In the event the proposer is a governmental entity, different insurance requirements may apply.

## INSTRUCTIONS FOR PREPARING PROPOSALS

### 1. PROPOSAL FORMAT:

#### A. For ease of evaluation:

1. It is suggested that a 3 ring binder be used
2. The proposal should be submitted on 8 ½ x 11 paper
3. Portrait Orientation
4. With headings and sections numbered
5. The sections should be separated by using divider tabs for easier reference
6. Ensure all information is typewritten
7. Information loaded onto the USB must be identical to the information shown on the original copy of the bid and be in the same format.

#### B. The proposal should be divided by tabs into sections with references to parts of the ITB done on a section-by-section basis.

### 2. PROPOSAL SUBMITTAL:

#### **Proposal Submission Requirements – Mandatory**

1. **Letter of Intent:** This letter will summarize in a brief concise manner, the proposer understands the Terms and Conditions, Scope of Work and will make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed two (2) pages in length. **(Tab 1)**
2. **Proposal Response Form (Tab 2)**
3. **Proposal Certification Form (Tab 3)**
4. **Drug Free Workplace:** If applicable provide a statement concerning the proposer's status as a drug free workplace. Whenever two or more proposals are determined to be equal, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process. **(Tab 4)**
5. **Minority, Woman & Veteran Owned Business Declaration Form – Mandatory**  
The proposer shall complete and return Minority, Woman & Veteran Owned Business Declaration Form of this RFQ and insert under **(Tab 5)** of the Proposal.

6. **Addendum Acknowledgement Form:** Include the signed and dated acknowledgement page of the last/final addendum issued by the College, if applicable. **(Tab 6)**
7. **Corporate Information:** If proposer is a corporation, provide a copy of the certification from the Florida (or other state) Secretary verifying proposer's corporate status and good standing, and in the case of out of state corporation, evidence of authority to do business in the State of Florida. **(Tab 7)**
8. **Price Sheet: (Tab 8)**

**PROPOSAL RESPONSE FORM**

Proposers are required to complete and submit this form. Proposers shall submit one (1) original and four (4) copies of proposal and (1) electronically on a USB flash media in PDF format of the proposal complete with all supporting documentation, in a sealed envelope/box marked as noted in the General Conditions of the ITB. This quantity is required so that a full and complete copy of your proposal can be provided to each member of the evaluation committee.

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

Company Toll Free Telephone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Type of Business: \_\_\_ Corporation      \_\_\_ Partnership

                                 \_\_\_ Sole Partnership    \_\_\_ Joint Venture

Incorporated in State of \_\_\_\_\_ Date: \_\_\_\_\_

Number of Years \_\_\_\_\_

SSN (If Sole Proprietorship or Partnership): Only required if FEIN is not provided

\_\_\_\_\_

**I have submitted the required TCC vendor application and W9 form online and have obtained my TCC Workday Supplier ID # which is SU- \_\_\_\_\_ .**

Name of Company Representative:

Printed \_\_\_\_\_ Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**PROPOSAL CERTIFICATION**

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read, understand and will comply with all of the terms and conditions of the Invitation to Bid.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum \_\_\_\_\_ Dated \_\_\_\_\_  
Addendum \_\_\_\_\_ Dated \_\_\_\_\_

Signature \_\_\_\_\_

Name(s) and Title(s) \_\_\_\_\_

Legal Name of Proposer \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Date \_\_\_\_\_

**NOTE:** Please return to Tallahassee Community College with your proposal.



**DRUG FREE WORKPLACE**

Drug-Free Workplace: \_\_\_\_\_ Yes \_\_\_\_\_ N/A

**If Yes please complete this form.**

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies

that \_\_\_\_\_ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty or nolo contendere, to any violation of Chapter 893, or any controlled substance law of the United States or any state violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Vendor's Signature

\_\_\_\_\_  
Date

## Minority, Woman & Veteran Owned Business Declaration

Minority/Woman Owned Business: Yes \_\_\_\_\_ N/A \_\_\_\_\_

If **Yes** please complete the form.

### **Minority and Woman Owned Business Declaration Form**

Proposer hereby declares that it is a Minority/Woman Owned Business Enterprises, as defined by section 288.703. Florida Statutes, by virtue of the following:

Type of Business (check applicable area):

- ( ) African American ( ) Hispanic American ( ) Native American ( ) Asian American  
( ) American Woman

**Note: Minority Business Enterprises, Small Businesses, and Minority Businesses terms are defined in Chapter 288.703, Florida Statutes, and are included below. Chapter 287.094, Florida Statutes, states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094, Florida Statutes, is guilty of a felony of the second degree.**

Proposer:
Certified by (Name of Public Entity, if applicable):
Certificate Number/Attach Copy:
Signature & Date:

Florida Statues 288.703 definitions – As used in section 288.703, the following words and terms shall have the following meanings unless the content shall indicate another meaning or intent:

- (1) “Small business” means an independently owned and operated business concern that employee 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in this state which has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.
- (2) “Minority Business Enterprises” means any small business concern as defined in subsection (1) which is organized to engage in commercial transactions, which is

domiciled in Florida, and which is at least 51% owned by minority persons who are members of an insular group that is of a particular racial, ethnic, or gender make-up or national origin, which has been subjected historically to disparate treatment due to identification in and with that group resulting in an under-representation of commercial enterprises under the group's control, and whose management and daily operations are controlled by such persons. A minority business enterprise may primarily involve the practice of a profession. Ownership by a minority person does not include ownership which is the result of a transfer from a nonminority person to a minority person within a related immediate family group if the combined total net asset value of all members of such family group exceeds \$1 million. For purposes of this subsection, the term "related immediate family group" means one or more children less than 16 years of age and a parent of such children or the spouse of such parent residing in the same house or living unit.

- (3) "Minority person" means a lawful, permanent resident of Florida who is:
- a. An African American, a person having origins in any of the black racial groups of the African Diaspora, regardless of cultural origin.
  - b. A Hispanic American, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.
  - c. An Asian American, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.
  - d. A Native American, a person who has origins in any of the Indian Tribes of North America prior to 1835, upon presentation of proper documentation thereof as established by rule of the Department of Management Services.
  - e. An American woman.
- (4) "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with s. [287.0943](#)(1) and (2).
- (5) "Department" means the Department of Management Services.
- (6) "Ombudsman" means an office or individual whose responsibilities include coordinating with the Office of Supplier Diversity for the interests of and providing assistance to small and minority business enterprises in dealing with governmental agencies and in developing proposals for changes in state agency rules.
- (7) "Financial institution" means any bank, trust company, insurance company, savings and loan association, credit union, federal lending agency, or foundation.
- (8) "Secretary" means the secretary of the Department of Management Services.

It is unlawful for any individual to falsely claim to be a minority business enterprise for purposes of qualifying for certification with any governmental certifying organization as a minority business enterprise in order to participate under a program of a state agency which is designed to assist certified minority business enterprises in the receipt of contracts with the agency for the provision of goods or services. The certification of any contractor, firm, or individual obtained by such false representation shall be permanently revoked, and the entity shall be barred from doing business with state government for a period of 36 months. Any person who violates this section is guilty of a felony of the second degree, punishable as provided in s. [775.082](#), s. [775.083](#), or s. [775.084](#).

ADDENDUM ACKNOWLEDGEMENT FORM  
RFQ # 2014-01  
ADDENDUM #1

TALLAHASSEE COMMUNITY COLLEGE  
444 Appleyard Drive  
Tallahassee, Florida 32304-2895  
850.201.8520  
[www.tcc.fl.edu](http://www.tcc.fl.edu)

Sample

Bid No: RFQ # 2014-01  
Bid Title: Architectural Services/Wakulla Environmental Institute  
Opening Date: October 8, 2014 @ 2:00 p.m.  
ADDENDUM NO: One (1) Date: XXXXXXXX, 00, 2013

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED ITB:

This addendum includes the following:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE RESPONSE.

RESPONDENT: \_\_\_\_\_ BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

DATE: \_\_\_\_\_

AUTHORIZED SIGNATURE:  
\_\_\_\_\_