



INVITATION FOR BIDS (IFB)

AGENCY INVOICE ADDRESS	REFER INQUIRIES TO:
TEXAS WORKFORCE COMMISSION Accounts Payable Email: APPO@twc.state.tx.us	TEXAS WORKFORCE COMMISSION Kelly Hall, Purchaser, CTCD Texas Workforce Commission (bonfirehub.com)
PROCUREMENT NUMBER	Opening Date
3202500051	Date: May 16, 2024 , Time: 3:00PM Central Time

VENDOR NAME:		
*DBA (If Sole Owner):		
VENDOR MAILING ADDRESS:		
VENDOR BILLING ADDRESS: (If different from mailing)		
CITY, STATE, ZIP CODE		
VENDOR CONTACT PHONE NUMBER:		FAX NUMBER:
VENDOR CONTACT E-MAIL ADDRESS:		
VENDOR TEXAS IDENTIFICATION NUMBER: (issued by the Texas Comptroller of Public Accounts)		
VENDOR FEDERAL EMPLOYER IDENTIFICATION NUMBER: (issued by the Internal Revenue Service)		
*If you are a Sole Owner or Individual Recipient, enter your Social Security Number:		

Check below to claim a preference under statute:

- | | |
|---|---|
| <input type="checkbox"/> Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.
<input type="checkbox"/> Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran.
<input type="checkbox"/> Agricultural products grown in Texas
<input type="checkbox"/> Agricultural products offered by a Texas bidder
<input type="checkbox"/> Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran.
<input type="checkbox"/> Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran.
<input type="checkbox"/> Texas Vegetation Native to the Region
<input type="checkbox"/> USA produced supplies, materials, or equipment.
<input type="checkbox"/> Products of persons with mental or physical disabilities | <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
<input type="checkbox"/> Energy Efficient Products
<input type="checkbox"/> Rubberized asphalt paving material
<input type="checkbox"/> Recycled motor oil and lubricants
<input type="checkbox"/> Products produced at facilities located on formerly contaminated property
<input type="checkbox"/> Products and services from economically depressed or blighted areas
<input type="checkbox"/> Vendors that meet or exceed air quality standards
<input type="checkbox"/> Recycled or Reused Computer Equipment of Other Manufacturers
<input type="checkbox"/> Foods of Higher Nutritional Value |
|---|---|

TWC only accepts emailed bids. If a hard copy of the bid is submitted, it will not be screened and not returned. Bids received after the submission deadline will be disqualified.

LINE ITEM NO.	NIGP CLASS & ITEM	DESCRIPTION	QTY	Quarterly Price	TOTAL PRICE
1.	931-30	Annual Quarterly Preventative Maintenance Service on Refrigeration Equipment at CCRC	04	\$	\$

FAILURE TO SIGN WILL DISQUALIFY BID – SIGNATURE MUST BE IN INK

SIGN HERE:	DATE:
-------------------	--------------

Vendors should carefully study all specifications, terms and conditions prior to submitting a bid.

1. INTRODUCTION/PURPOSE

1.1. The Texas Workforce Commission (TWC) is seeking bids from qualified and experienced bidders Quarterly Preventative Maintenance Service on Refrigeration Equipment at Criss Cole Rehabilitation Center (CCRC) located at 4800 North Lamar in Austin Texas

2. GENERAL INFORMATION

2.1. The individual listed below may be emailed for clarification of this solicitation and the response submission process. No authority is intended or implied that the specifications may be amended, or alternates accepted prior to submission deadline without written approval of TWC.

Purchaser: Kelly Hall
At: Texas Workforce Commission (bonfirehub.com)

2.2. Communication with any TWC personnel regarding this IFB other than the Authorized Procurement Contact listed is prohibited. Failure to follow this provision may be grounds for disqualification. Respondents desiring further information or interpretation of this IFB (including clarification of discrepancies or omissions) must submit questions in writing to the Authorized Procurement Contact. Telephone inquiries will not be acceptable.

2.3. **You must submit your bid electronically to:** [Texas Workforce Commission \(bonfirehub.com\)](https://bonfirehub.com)

2.4. **Reference the Title and IFB No. and the submission deadline date and time, in the subject line. Hard Copies received will not be accepted or reviewed.**

- Bids received after the submission deadline will be disqualified.
- TWC is not responsible for bids emailed late, illegible, incomplete, or otherwise considered disqualified due to failure of electronic equipment or operator error.

2.5. Bids are due no later than **May 16, 2024 at 3:00PM** Central Time (CT)

3. PROCUREMENT SCHEDULE

3.1. The following table includes critical pre-award events for the procurement. All dates are subject to change at TWC's discretion.

Event	Date
IFB release date	May 09, 2024
Bids due	May 16,2024, 3:00PM CT
Anticipated contracts start date	September 01, 2024

4. CONTRACT TERM

- 4.1. The contract term will commence on the date the contract is signed and expire on August 31, 2025, with three (3) 1-year renewal options through August 31, 2028.
- 4.2. This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, TWC consolidation of offices, or any other disruption of current appropriations, provisions of the Termination Article in the Contract shall apply.

5. DESCRIPTION OF PROCUREMENT PROCESS AND ELIGIBLE BIDDERS

- 5.1. **Eligible Bid:** TWC will only consider for award those bids that are complete and received by the submission deadline date and time.
- 5.2. **Eligible Bidder:** TWC posts notice of the solicitation by emailing the IFB to all potential vendors identified in the **Class/Item Category: 931-30 Cafeteria and Kitchen Equipment, Commercial, Maintenance and Repair** on the Texas Comptroller of Public Accounts (CPA) Centralized Master Bidders List (CMBL)
- 5.3. **Withdrawal of Bid:** A bid can be withdrawn by the Bidder at any time after submission but prior to the due date by emailing the Authorized Procurement Contact identified in the IFB.
- 5.4. **Amendment of Bid:** A bid can be amended by the Bidder at any time after submission but prior to the due date by emailing the Authorized Procurement Contact identified in the IFB.

6. Insurance:

- 6.1. The Contractor shall procure and maintain at contractors' expense during the term of this contract, and any extension thereof. Insurance shall be written by companies certified to do business in the State of Texas. Insurance coverage shall provide public liability covering all duties, service, or work to be performed under the contract, insurance shall provide limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$1,000,000 for each accident. A certificate of such insurance is to be supplies to the TWQC within two (2) weeks after bids have been awarded. Contractor also agrees to maintain Workers Compensation and Employers Liability insurance for the protection of the employees to comply with statutory requirements.

7. STATEMENT OF WORK

- 7.1. Services shall include, but are not limited to, the requirements contained in this IFB. Services set forth that contain the words "must" or "shall" are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words "may" or "can" allow bidders to offer alternatives to the way the services are provided. The requested services and corresponding deliverables are identified below. The

successful bidder selected by TWC in accordance with the requirements and specifications set forth in this IFB will be issued a purchase order. Services will be effective for the duration of the 2025 Fiscal Year (September 01, 2024, through August 31, 2025).

7.2. Quarterly service will be performed on the following equipment in December, March, June, and August

- **Ice Machine – Dining Room**
- **Ice Machine – Kitchen**
- **Reach in Cooler – Kitchen**
- **Cold Well – Serving Line**
- **Walk in Cooler – Kitchen**
- **Walk in Freezer – Outside Storage**
- **Walk-in cooler – Outside Storage**
- **Walk-in Freezer – Kitchen**
- **Two Hour emergency on-site response time from first call out.**

7.3. **The Quarterly Service will include but not limited to:**

- a) Clean Condenser coils on all equipment. Shoe covers will be worn when accessing condenser units located on the building roof.
- b) Check for proper amperage readings on all equipment.
- c) Check for proper refrigerant levels.
- d) Check controls on each piece of equipment for proper operation.
- e) Ensure all equipment is maintaining specified temperature.
- f) Clean ice machines (2 each) inside and outside of each unit.
- g) Replace ice Machine water filters two (2) times per year (December and June)
- h) Clean up work area after job completion. CCRC dumpster not to be used by contractor.
- i) After work is complete, the Maintenance Supervisor will make a final inspection to ensure all items have been addressed.
- j) Contractor will furnish a final report to the Maintenance Supervisor outlining the work performed and any discrepancies or equipment failures found.
- k) A written proposal will be required for any part or equipment replacement needed; this proposal will be submitted to the Maintenance Supervisor.

7.4. **Scheduling**

- a) All work to be performed during normal business hours. For this contract, normal business hours are from 7:00am to 3:30pm, Monday – Friday
- b) Contractor will schedule days and times within the designated service with Wayne Weber Work Phone: +1 (512) 377-0314 Cell Phone: +1 (512) 952-1720 Email: wayne.weber@twc.texas.gov

7.5. Safety and Health

- a) Contractor will work closely with maintenance supervisor and kitchen staff when work is being performed while staff are cooking meals.
- b) Provide barricades to secure work area while work is being performed.
- c) Be aware of consumers and TWC staff in the area when working.
- d) Contractors will exit building if there is an active fire alarm.
- e) Any damage to the building (walls, ceilings, floors, doors, etc.) will be repaired by the contractor at no cost to TWC.

7.6. Location:

4800 N Lamar Blvd, CCRC
Austin TX 78756
United States

7.7. Legal Requirements and Permits

The Contractor shall procure at his own expense all necessary licenses and permits and shall conform to all laws, regulations, and ordinances applicable to the performance of this contract. A class "C" is required to perform work on equipment at CCRC.

7.8. Liquidated Damages:

In submitting a bid, the successful bidder agrees that the measure of damages in the event of a default or breach by successful bidder may be difficult or impossible to calculate. In the event successful bidder fails to perform services or complete the obligations under the Contract in a timely manner, TWC may require successful bidder to pay, as liquidated damages and not as a penalty, an amount equivalent to two percent (2%) of the total cost for services.

TWC may impose, but is not obligated to impose, these liquidated damages in lieu of any other monetary damages available to TWC under the Contract or applicable law.

8. Submission Method:

- 8.1. Hard copy proposals will not be accepted. All proposals and accompanying documentation will become the property of the TWC and may not be returned. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

- 8.2. Texas Workforce Commission (TWC) has implemented the eProcurement platform Bonfire. All vendor submissions must be uploaded electronically to:
- [Texas Workforce Commission \(bonfirehub.com\)](https://bonfirehub.com)To respond to this solicitation, vendors must register through the Bonfire website, there is no charge.
- 8.3. **Step-by-step instructions are available at:**
- <https://vendorsupport.gobonfire.com/hc/en-us/articles/6830871161239-Vendor-Registration>
 - <https://vendorsupport.gobonfire.com/hc/en-us/articles/6796500613655-Vendor-Registration-and-Submission-VIDEO>
- 8.4. Any issues with uploading shall first be addressed with Bonfire Technical Support at the contact information included in Procurement Information Summary and Bonfire Instructions to Respondents document. Contact the Purchaser if there are issues with the site prior to the deadline for alternate arrangements if needed. Failure to contact the purchaser prior to the deadline to make alternate arrangements will disqualify any subsequent submittal of response.

9. **BID TABULATION**

- 9.1. Bids to an IFB are to be evaluated solely on objective criteria. Bids must be tabulated when opened, but there are times when this is not practical. The bid tabulation is prepared within a maximum of three (3) business days from the bid due date.

10. **BID REQUIREMENTS**

- 10.1. Bidders will submit the following as part of their bid:
- Bid information on Page 1 of IFB signed and dated.
 - TWC Substitute W-9 and Direct Deposit Form (Attachment 2).

11. **DEFINITIONS**

Award-The act of accepting an offer, thereby forming a contract between the State and a vendor.

Bid-An offer to contract with the State, submitted in response to an IFB.

Bidder-An individual or entity that submits a bid. The term includes anyone acting on behalf of the individual or entity that submits a bid, such as an agent, employee and representative.

Bidder's List-A list of vendors that have expressed an interest in doing business with the State. See Centralized Master Bidders List (CMBL)

Bid Tabulation-The recording of bids and bid data submitted in response to an IFB. The bid tabulation is used for comparison, analysis, and record keeping.

Centralized Master Bidders List (CMBL)-An online directory, maintained by SPD, containing contact information and product categories of vendors registered to receive procurement opportunities from public entities.

Contract-A legally enforceable agreement between two or more parties.

Contract Term-The period during which the Contract will be effective from begin date to end, or renewal date. The Contract Term may or may not be the same as the budget period.

Due Date-Established deadline for submission of a document or deliverable.

Invitation for Bid (IFB)-A written solicitation requesting the submission of bids; also referred to as a bid invitation.

Late Response-A response that is received after the date and time established for receipt of responses to a solicitation.

Liquidated Damages-A specified contract provision that entitles the State to demand a set monetary amount determined to be a fair and equitable repayment to the State for loss of service due to contractor's failure to meet contract requirements.

Opening Date-The date and time that bids are due in response to an IFB. Used interchangeably with the term "Closing Date."

Solicitation-A document such as an IFB requesting bids from vendors to provide specified goods and services. The term also refers to the process of obtaining responses from vendors to provide specified goods and services.

Specifications-The "line item" descriptors within a solicitation that define the good or service that the vendor must offer to be considered for award.

State-The State of Texas

Statement of Work-A statement that defines specific services to be performed.

Texas Bidder-For the preference to resolve tie bids, "Texas Bidder" means a business (1) incorporated in Texas, (2) that has its principal place of business in Texas, or (3) that has an established physical presence in Texas.

Texas Resident Bidder-For purposes of reciprocal preference law, "resident bidder" refers to a person whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

TWC-Texas Workforce Commission

Vendor-A potential provider of goods or services.