



**STATE OF TEXAS  
INVITATION FOR BIDS**

IF NOT BIDDING  
DO NOT RETURN THIS FORM.  
Bidder agrees to comply with all conditions  
below and on the reverse side of this bid.

**BID OPENING ►**

<b>AGENCY TO INVOICE</b>
<b>DESTINATION OF GOODS IF DIFFERENT THAN ABOVE</b>

**REQUISITION NO.►**

**▼ FAILURE TO SIGN WILL DISQUALIFY BID ▼**

**IF BIDDING**  
Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

\_\_\_\_\_ AUTHORIZED SIGNATURE \_\_\_\_\_ DATE

SEE INSTRUCTIONS 1.7 ON BACK FOR VENDOR ID NUMBER

**IF BIDDING, RETURN SEALED BIDS TO:**

DELIVERY IN \_\_\_ DAYS, CASH DISCOUNT \_\_\_% \_\_\_ DAYS  
**Check below if preference claimed under Rule 1 TAC 113.8**

FAX NUMBER FOR BIDDING ONLY:

**▼ VENDOR ADDRESS AND IDENTIFICATION NUMBER ▼**

- Supplies, materials or equipment: produced in TX/ offered by TX bidders\*
- Agricultural products grown in TX
- Agricultural products offered by TX bidders\*
- USA produced supplies, materials or equipment
- Historically Underutilized Business certified by GSC
- Products of persons with mental or physical disabilities
- Products made of recycled materials
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants

\*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2

ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION

THE UNIVERSITY OF TEXAS AT DALLAS, PROCUREMENT DEPARTMENT, TEXAS AGENCY #738  
(UTD) ph 972-883-2300 fax 972-883-2348 <http://www.utdallas.edu>  
INVITATION TO BID # R 03/21/00 , BID OPENING ON 3PM  
PURPOSES AS IF FULLY SET FORTH HEREIN. BY SIGNING THE BID, BIDDER IS  
AFFIRMING COMPLIANCE WITH ALL Y2K REQUIREMENTS.

UTD PURCHASER NAME:  
PHONE NUMBER: 972-883-2300

I. FOR CLARIFICATION OF THE SPECIFICATION(S) OF  
THIS REQUISITION, BIDDER MAY CONTACT:

NAME:  
PHONE/FAX:  
EMAIL:

ALL PARTS and WORK SHALL CONFORM IN STRENGTH, QUALITY AND WORKMANSHIP TO  
THE ACCEPTED STANDARDS OF THE INDUSTRY FOR THE INTENDED UTD USE.

1. Bidding Requirements: <http://capitol.tlc.state.tx.us/statutes/gvtoc>

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  
this form.

1.2 Bidders must price per unit shown. Unit prices shall govern in the  
event of extension error.

1.3 Bids should be submitted on this form. Bids must be time stamped at  
UTD on or before the hour and date specified for the bid opening.

1.4 Late and/or unsigned bids will not be considered under any  
circumstances. Person signing bid must have authority to bind the firm in  
a contract. All information must be filled out.

1.5 Quote F.O.B. destination, freight prepaid and allowed. Otherwise,  
show exact delivery cost and terms.

1.6 Bid prices are requested to be firm for UTD acceptance for 30 days  
from the 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.

1.7 Bid cannot be altered or amended after opening time. Alterations made  
before opening time should be initialed by bidder or his authorized agent.  
No bid can be withdrawn after opening time without approval by UTD based  
on an acceptable written reason.

1.8 Purchases made for UTD use are exempt from the State Sales tax and  
Federal Excise tax under chapter 20 title 122a revised civil statutes of  
Texas.

1.9 The State reserves the right to accept or reject all or any part of  
any bid, waive minor technicalities and award the bid to best serve the  
interests of UTD.

1.10 The telephone number for FAX submission of bids is 1-972-883-2348 UTD  
shall not be responsible for failure of fax transmissions.

2. Specification:

THE UNIVERSITY OF TEXAS AT DALLAS, PROCUREMENT DEPARTMENT, TEXAS AGENCY #738  
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2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, Sec.2155.067 If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

2.2 Unless otherwise specified, items bid 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, when requested, must be furnished free of expense to UTD.

2.5 UTD will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids(IFB).

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

3. Tie Bids - 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 for UTD delivery under normal conditions.

4.2 If delay is foreseen, vendor shall inform UTD about any problems.

4.3 No substitutions permitted without written approval of UTD.

5. Award of Contract - A response to an IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a purchase order. 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, 2156.003 shall also be considered in making an award. Any legal actions must be filed in Dallas County, Texas.

6. Payment - Vendor shall submit two copies of an itemized invoice showing UTD order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and uncontested invoice.

7. Patents or Copyrights - The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

8. Vendor Assignments - Vendor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise 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.

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(UTD) ph 972-883-2300 fax 972-883-2348 <http://www.utdallas.edu>

INVITATION TO BID # R 03/21/00 , BID OPENING ON 3PM

Sec. 15.01, et seq. (1967). Inquiries pertaining to IFBs must give requisition number, codes and opening date.

9. 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 bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

9.1 the bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

9.2 the bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.

9.3 neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or Federal Antitrust Laws, (see section 9, above) nor communicated directly or indirectly the bid made to any competitor or any person engaged in such line of business.

9.4 the bidder has not received compensation for participation in the preparation of the specifications for this IFB.

9.5 under section 231.006, Family Code (relating to child support), the bidder certifies that the individuals or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment may be withheld if the certification is inaccurate.

<http://capitol.tlc.state.us/statutes/codes/FA000064.html>

9.6 bid must include names and Social Security Numbers of each person with at least 25% ownership of the business submitting the bid. Bidders that have pre-registered this information with the GSC Centralized Master Bidders List have satisfied this requirement. If not on the CMBL complete the following:  
ENTER NAME AND SOCIAL SECURITY NUMBER BELOW

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9.7 Under Section 2155.004 Government Code (relating to collection of state and local sales and use taxes) the bidder 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.

9.8 The contractor shall defend, indemnify, and hold harmless the State of Texas, 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 omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

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INVITATION TO BID # R 03/21/00 , BID OPENING ON 3PM

10. Evaluation criteria: Per Texas government code section 2155.074. UTD reserves the right to purchase goods and services that provide best value for the university. In determining the best value, the purchase price and whether the goods or services meet specifications are the most important considerations. However, UTD may consider other relevant factors, including:

- 1) installation cost
- 2) life cycle cost
- 3) the quality and reliability of the goods and services
- 4) the delivery terms
- 5) indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience or demonstrated capability and responsibility , and the vendor's ability to provide reliable maintenance agreements and support
- 6) the cost of any employee training associated with the purchase
- 7) the effect of a purchase on UTD's productivity, and
- 8) other factors relevant to determining the best value for UTD in the context of a particular purchase.

11. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by UTD and the contractor to attempt to resolve all disputes arising under this contract.

12. UTD shall the option to extend this contract for 2 additional years (in 1 year increments) beyond this initial contact period. Notice shall be served at least 30 days prior to the end of the current contract period. If both the vendor and UTD agree to the new terms the contract may be renewed.

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END OF LEGALIZE, BEGINNING OF THE SPECIFICATIONS FOR WHAT WE NEED:

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**TERMS AND CONDITIONS: ITEMS BELOW APPLY TO AND BECOME A PART OF BID.  
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 this 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 stamped at ordering agency on or before the hour and date specified for the bid opening.
- 1.4 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.
- 1.5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for ordering agency 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.
- 1.7 Bids should give Payee ID Number, full firm name and address of bidder 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										
- 1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the ORDERING AGENCY based on an acceptable written reason.
- 1.9 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.
- 1.10 The State 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 the State.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by the ORDERING AGENCY and/or investigation for antitrust violations.
- 1.12 The telephone number for FAX submission of bids is 1-512-463-1400. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late illegible, incomplete, or otherwise non-responsive bids will not be considered.

**2. SPECIFICATIONS**

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 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, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

**3. TIE BIDS - 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 receiving agency's designated location under normal conditions. Delivery days means calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to the ordering agency. Vendor must keep the ordering agency advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes the ordering agency to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without written approval of ordering agency.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

**5. INSPECTION AND TESTS - All goods will be subject to inspection and test by the State. 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 specification. Goods delivered and rejected in whole or in part may, at the State'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 - 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, 2157.003 shall also be considered in making an award. Any legal actions must be filed in Travis County, Texas.**

**7. PAYMENT - Vendor shall submit an itemized invoice showing State order number and agency requisition number. The State 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.**

**8. PATENTS OR COPYRIGHTS - The vendor agrees to protect the State from claims involving infringement of patents or copyrights.**

**9. 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.**

**10. 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 bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:**

**10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.**

**10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.**

**10.3 Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, 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.**

**10.4 The bidder has not received compensation for participation in the preparation of the specifications for this IFB.**

**10.5 Under Section 231.006, Family Code (relating to child support), the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.**

**10.6 Bid must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this information on the ordering agency Centralized Master Bidders List have satisfied this requirement. If not preregistered, complete the following:**

Enter name above, and Social Security Number below.

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Enter name above, and Social Security Number below.

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Enter name above, and Social Security Number below.

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Enter name above, and Social Security Number below.

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**10.7 Under Section 2155.004 Government Code (relating to collection of state and local sales and use taxes) the bidder 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.**

**10.8 The Contractor shall defend, indemnify, and hold harmless the State of Texas, 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 omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.**

**10.9 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.**

**11. NOTE TO BIDDER - 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.