

# University of Texas at Arlington Bid Terms and Conditions

## 1. BID REQUIREMENTS:

- 1.1 **Submit bids on this Invitation for Bids (IFB) Form.** Late and/or unsigned bids will not be considered under any circumstances. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.2 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications. Bid unit price on the quantity specified, extend and show total. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. Bid prices will be considered firm for acceptance within 30 days after the bid opening date unless otherwise specified. "Discount from list" bids are not acceptable unless requested. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Bidder will list and deduct all trade discounts, educational discounts, and other discounts, not based on early payment from the bidder's prices quoted.
- 1.3 Bidder should enter Texas Identification Number System (TINS) 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.
- 1.4 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 No bid can be withdrawn after opening time without approval by University based on an acceptable written reason.
- 1.5 University is exempt from State Sales Tax and Federal Excise Tax. Do not include in bid. Tax Exemption Certificate furnished upon request.
- 1.6 Responses to this IFB must be submitted on the Invitation Form per the instructions on the cover page. Only email bids are currently being accepted due to work remote restrictions.
- 1.7 All questions regarding this bid must be directed to the Buyer noted on the bid document. Direct contact with the end-user/department is strictly prohibited and may result in disqualification of your bid.

## 2. AWARD NOTICE:

- 2.1 Pursuant to Texas Education Code, Sec. 51.9335, University reserves the right to make an award determined on the basis of best value.
- 2.2 University reserves the right to accept or reject all or part of any bid, waive any formalities or technical inconsistencies, delete any requirement or specification from this Invitation, or terminate this solicitation when deemed to be in University's best interest.
- 2.3 Bidder hereby assigns to University any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*
- 2.4 Pursuant to §231.006(d), Texas Family Code, regarding 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 the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

- 2.5 In case of tie bids, any award will be made pursuant to Rule § 20.36 (b)(3) in Title 34 of the Texas Administrative Code.
- 2.6 Bidder shall not assign any resulting contract or agreement resulting from this IFB without prior written approval from the University's Purchasing Office.
- 2.7 Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 3.115 and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Bidder under this IFB. In particular, Bidder should note that University is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract/purchase order resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its bid in response to this IFB, Bidder should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this IFB.

## 3. SPECIFICATIONS:

- 3.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference used in this IFB is descriptive (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the bid. If bidder does not identify exceptions to the specifications shown in this IFB, bidder will be required to furnish brand names, numbers, etc., as shown in the Invitation.
- 3.2 Unless otherwise specified, items shall be new and unused and of current production.
- 3.3 No substitutions permitted without written approval of the University.
- 3.4 The University will not be bound by any oral statement or representation contrary to the written specifications of this IFB.

**4. DELIVERY:**

- 4.1 Bid should show the number of days required to deliver items to University's designated location under normal conditions. Unrealistically short or long delivery promises may cause bid to be disregarded. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days.
- 4.2 The Texas Health and Safety Code, Chapter 502.006, Texas Hazard Communication Act requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by an MSDS and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.
- 4.3 No substitutions permitted without written approval of the University.

**5. BIDDER AFFIRMATION:**

By signature hereon affixed, the bidder hereby certifies that:

- 5.1 Bidder affirms that it has not given or offered to give, and does not intend 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. Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts.
  - 5.2 Bidder certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection, exists between the owner of any Bidder that is a sole proprietorship, the officers or directors of any Bidder that is a corporation, the partners of any Bidder that is a partnership, the joint ventures of any Bidder that is a joint venture or the members or managers of any Bidder that is a limited liability corporation, on one hand, and an employee of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing, and (ii) Bidder has not been an employee of University or any component institution of The University of Texas System within the immediate twelve (12) months prior to the Bid Opening Date. All disclosures by Bidder in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Bidder.
  - 5.3 Bidder certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Texas Tax Code or that Bidder is exempt from the payment of those taxes, or that Bidder is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. Bidder acknowledges that a false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.
  - 5.4 Bidder certifies that neither the Bidder nor any firm, corporation, partnership or institution represented by Bidder, or anyone acting for any such entity has (a) violated the antitrust laws of this State, (codified in Section 15.01 et seq., Texas Business and Commerce Code), or the federal antitrust laws, or (b) communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
  - 5.5 Bidder, in accordance with Section 2155.004, Texas Government Code, certifies that it has not received compensation for its participation in the preparation of the requirements or specifications for this IFB. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004, Texas Government Code, occurring after September 24, 2005.
  - 5.6 Bidder, pursuant to Section 2155.006, Texas Government Code, certifies that Bidder is not ineligible to receive the award of or payments under any resulting contract or agreement and acknowledges that such a contract or agreement may be terminated and payment withheld if these certifications are inaccurate.
  - 5.7 Bidder agrees that, pursuant to Sections 2107.008 and 2252.903, Texas Government Code, any payments owing to Bidder under any contract or agreement resulting from this IFB may be applied directly to any debt or delinquency that Bidder owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
  - 5.8 BIDDER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE UNIVERSITY OF TEXAS SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS IFB.
  - 5.9 Bidder, pursuant to Section 669.003 of the Texas Government Code, represents, certifies and warrants that (i) is not the executive head of the University, (ii) was not the executive head of the University at any time during the four years before the Bid Opening Date, and (iii) does not employ (or anticipate employing) either (a) the current executive head of the University or (b) any person who was the executive head of the University during the four years before the Bid Opening Date. Provided, however, in the event that the Bidder cannot make the above representation, certification and warranty, then Bidder must include in its bid a statement of why Bidder is unable to do so as well as all of the following information in order for their bid to be evaluated by the University for compliance with Section 669.03:
    - A. Bidder must identify the names of the current or any former executive heads of the University (1) with whom Bidder proposes the University enter into a contract or agreement or (2) who are employed by Bidder (or whom Bidder anticipates employing.)
    - B. Bidder must identify the following information for each individual identified in item A above who was formerly an executive head of the University:
      - (1) the individual's date of separation from the University;
      - (2) the position that the individual holds (or will hold) with Bidder; and
      - (3) the date(s) during which the individual has been employed by Bidder, or dates on which the individual is to start employment with Bidder.
- Bidder's failure to provide such a statement and all of the above information in its bid constitutes Bidder's agreement to the representation, certification and warranty set forth at the start of this Section 5.9. The University may require Bidder to provide additional information and assistance in order to comply with Section 669.003; Bidder acknowledges that the University may reject Bidder's bid in the event that Bidder does not provide such additional information and assistance. Bidder acknowledges that Section 669.003 may prevent Bidder from being awarded any contract or agreement resulting from this IFB.
- 5.10 In accordance with Section 2155.4441, Texas Government Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
  - 5.11 A Bidder that is a corporation or a limited liability company warrants, represents, covenants and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and delivery its bid and any contract or agreement resulting from this IFB.
  - 5.12 Person signing bid must have the authority to bind the firm in a contract.

5.13 Bidder represents and warrants all products and services offered to University in response to this IFB meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Texas Health and Safety Code, and all related regulations in effect or proposed as of the date of this IFB.

5.14 Pursuant to Texas Government Code Chapter 2270, Contractor represents and warrants that it neither currently boycotts Israel nor will it boycott Israel at any time during the term of this Agreement.

**6. TEXAS BIDDER AFFIRMATION CLAUSE:**

By signing this bid, Bidder certifies that if a Texas address is shown as the Bidder's address, Bidder qualifies as a Texas Bidder, as defined in Section 2155.444 (c) (2) of the Texas Government Code and in Title 34, Rule §20.32 (68) of the Texas Administrative Code.

**7. ACCESS BY INDIVIDUALS WITH DISABILITIES:**

Bidder represents and warrants under both this bid and any contract or agreement between Bidder and the University that results from this Invitation to Bid ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that Bidder provides or offers to provide to the University under this bid or any resulting contract or agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent successful Bidder becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Bidder represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Bidder is unable to do so, then the University may reject Bidder's bid and/or terminate any contract or agreement between Bidder and the University resulting from this IFB and Bidder will refund to the University all amounts the University has paid under any contract or agreement resulting from this IFB within thirty (30) days after the termination date.

**8. GENERAL:**

8.1 Inquiries pertaining to this IFB must identify the Bid Invitation No. and Opening Date.

8.2 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 a University issued purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas.

8.3 NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT ANY INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

**9. NOTICES:**

Except as provided in this Section 8, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given by Bidder to the University under any of the provisions of this IFB or any resulting contract or agreement will be in writing and will be deemed to have been duly given or served when delivered by hand delivery or when deposited in the US mail by registered or certified mail, return receipt requested, postage prepaid, and addressed to the University's Purchasing Office as set forth in the IFB.

**10. BREACH OF CONTRACT CLAIMS:**

To the extent Chapter 2260, Texas Government Code, is applicable to any contract or agreement resulting from this IFB and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and Bidder to attempt to resolve any claim for breach of contract made by Bidder that cannot be resolved in the ordinary course of business. The chief business officer of University or his or her delegate will examine Bidder's claim and any counterclaim and negotiate with Bidder in an effort to resolve such claims. The parties specifically agree that (i) neither the execution by University of any contract or agreement resulting from this IFB nor any other conduct, action or inaction of any representative of University relating to such a contract or agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in courts.

**11. FEDERAL GRANT PURCHASES:**

Federal Funds: All procurements of supplies, equipment, and services utilizing Federal Funds (e.g., Federal Grant or

Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition

Regulation (FAR), Federal Office of Management and Budget (OMB)

A-21 for cost principles

A-110 for administrative requirements, and

A-133 for audit requirements

Circulars: Educational and Non-Profit Institutions Documents <http://www.whitehouse.gov/omb/circulars/index-education.html> OMB Circular A110 <http://www.whitehouse.gov/omb/circulars/a110/a110.html>

Excluded Parties List (Debarred Bidders List): <https://www.sam.gov/>. By signing this solicitation document bidder certifies they are in compliance with OMB A110 and are not on the Debarred Bidders List.

The following clause will apply to this solicitation: Disputes Clause, FAR 52.233-1

**12. TERMS AND CONDITIONS OF RESULTING ORDER(S):**

The University's Purchase Order Terms and Conditions, found at <https://www.uta.edu/business-affairs/hub/purchase-order-terms-and-conditions.php>, shall apply to any resulting order. Any exceptions or proposed alternate language must be noted clearly in your bid. Any exceptions or alternate language will be reviewed by the University and acceptance is at the sole discretion of the University. Documents submitted after the fact will not be considered.

**13. PARKING AND CAMPUS ACCESS**

Employees of companies who park their personal vehicle in UTA parking facilities, or any property owned or controlled by UTA, to perform their duties are required to purchase a faculty/staff or daily permit. For more information visit the University's Parking and Transportation Services website at <https://www.uta.edu/pats/parking/contractor-vendor.php>.

In addition, per Police Department Procedure 6-13 "Service Vehicle Operation on Campus, Section V", service vehicles will not be permitted access to interior campus pedestrian areas between the hours of 11 a.m. and 2 p.m. with the exception of emergency situations. Special permission from the UTA Police Department is necessary to drive or park on the mall area during these hours. The full procedure can be viewed at <https://www.uta.edu/policy/procedure/6-13>.

**14. CYBERSECURITY TRAINING PROGRAM**

If Contractor and/or its subcontractors, officers, or employees will have an account on a State of Texas computer system (for example, an account to an application, database, or network), then pursuant to Section 2054.5192, *Texas Government Code*, Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under Section 2054.5192, *Texas Government Code* and selected by the University. The cybersecurity training program must be completed by the Contractor and its subcontractors, officers, and employees during the term and any renewal period of any Agreement resulting from this solicitation. Contract shall verify completion of the program to the University.

**As a reminder, The University of Texas at Arlington is a tobacco-free campus. The campus policy is available on the University's website at the following link and all potential contractors are expected to review and abide by this policy: <https://www.uta.edu/policy/hop/adm/5/510>**

**COVID-19 FACE-COVERING PROTOCOL**

**In addition to the requirement for vendors to adhere to the current CDC guidelines, the University of Texas at Arlington (UTA) has implemented a face-covering protocol which is in effect until further notice. This protocol will apply to everyone on the UTA campus, including vendors, suppliers and visitors. For complete information, please visit 'Face-Covering Protocol' at <https://www.uta.edu/announcements/coronavirus/campus-updates/face-covering-protocol> . In an on-going effort, to ensure the continued health and safety of the UTA community, any vendor awarded a PO or contract will be required to confirm that your company personnel servicing the UTA campus or facilities, will strictly adhere to the University's recent face-covering protocol.**