



**INVITATION FOR BID**  
 UNIVERSITY of NORTH TEXAS  
 HEALTH SCIENCE CENTER at Fort Worth

IF NOT BIDDING, DO NOT RETURN THIS FORM

**BIDDER AGREES TO COMPLY WITH  
 ALL TERMS & CONDITIONS OF THIS IFB**

**WHEN 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.

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

University of North Texas Health Science Center (UNTHSC)  
 Purchasing Department  
 3500 Camp Bowie Boulevard  
 Fort Worth, TX 76107-2699

OR

**HAND DELIVER OR OVERNIGHT/EXPRESS MAIL TO:**

University of North Texas Health Science Center (UNTHSC)  
 Purchasing Department, EAD-600  
 3500 Camp Bowie Boulevard  
 Fort Worth, TX 76107-2699

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

BID OPENING: _____	
BID NO: _____	
AUTHORIZED SIGNATURE	DATE
PRINT NAME HERE: _____	

\* By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas bidder as defined in TAC Rule 113.2 (68).

<b>BID F.O.B. UNTHSC CENTRAL RECEIVING UNLESS OTHERWISE SPECIFIED BELOW</b>
UNTHSC Central Receiving 3420 Darcy Street Fort Worth, Texas 76107-2699
<b>DESTINATION OF GOODS IF DIFFERENT THAN ABOVE</b>

DELIVERY IN \_\_\_ DAYS, CASH DISCOUNT \_\_\_% \_\_\_ DAYS

▼ **BIDDER MUST FILL IN VENDOR INFORMATION INCLUDING IDENTIFICATION NUMBER** ▼

Vendor ID or EIN No. _____		
Company Name _____		
Address _____		
City _____	State _____	Zip _____
Phone Number _____	Fax Number _____	
Contact Name _____	Email Address _____	
Contact Phone Number _____	Fax Number _____	

**PREFERENCES**

In case of tie bids, one or more preferences described in TAC Rule 113.8 and listed below will be used to make an award.  
 Tie bids which cannot be resolved by application of one or more preferences shall be made by drawing lots.

**Check below to claim a preference under TAC rule 113.8**

- Supplies, materials or equipment produced in TX/offered by TX bidder\*
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders\*
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards

## TERMS AND CONDITIONS OF BID

### 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 rules and regulations of University of North Texas Health Science Center (UNTHSC) and the requirements of this form.
- 1.2. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. 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.
- 1.3. Bids must be time stamped at UNTHSC Purchasing 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 bidder in a contract.
- 1.5. Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6. Bid prices are requested to be firm for UNTHSC Purchasing acceptance for 90 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. 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, the bidder's name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.8. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or bidder's authorized agent. No bid can be withdrawn after opening time without approval by UNTHSC Purchasing 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. **AWARD NOTICE:** The UNTHSC reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of UNTHSC and to reject any and all bid items at the sole discretion of UNTHSC. UNTHSC also 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 UNTHSC and the State. Any contract may also be extended up to three months at the sole discretion of UNTHSC.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by UNTHSC Purchasing and/or investigation for antitrust violations.
- 1.12. FAXED bids will not be considered. 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. HUB Subcontracting Plans (where required) must be submitted in a separate sealed container and clearly marked as to its contents
- 1.13. Inquiries pertaining to Invitation For Bids (IFB) must give bid number, and opening date.

### 2. SPECIFICATION:

- 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 from 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 UNTHSC. 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 bid number. Do not enclose in or attach bid to sample.
- 2.5. UNTHSC will not be bound by any oral statement or representation contrary to the written specifications of this 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 TAC Rule 113.6 (b) (3) and 113.8 (Preferences).

### 4. DELIVERY:

- 4.1. Show number of days required to place material in UNTHSC's designated location under normal conditions. Delivery days mean 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, the successful bidder (sometimes referred to herein as "vendor") shall give written notice to UNTHSC. Vendor must keep UNTHSC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes UNTHSC 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 UNTHSC Purchasing.
- 4.4. Delivery shall be made during normal working hours only, unless prior approval has been obtained from UNTHSC.

### 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by UNTHSC and the State. Authorized UNTHSC and State 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 UNTHSC'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 a UNTHSC 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 when specified. Venue for any action arising out of the resulting contract shall be in a court of competent jurisdiction in Tarrant County, Texas.

### 7. PAYMENT: The vendor shall submit an itemized invoice showing UNTHSC purchase order number on all copies. UNTHSC 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.

TERMS AND CONDITIONS OF BID (continued)

- 8. **PATENTS OR COPYRIGHTS:** The vendor agrees to protect and indemnify UNTHSC and the State from claims involving infringement of patents or copyrights.
- 9. **VENDOR ASSIGNMENTS:** Vendor hereby assigns to UNTHSC 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).
- 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:
  - a. 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.
  - b. 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.
  - c. Pursuant to Section 2155.004 Government Code, the bidder has not received compensation for participation in the preparation of the specifications for this IFB.
  - d. Pursuant to Section 231.006 (d), Family Code re: 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 resulting contract may be terminated and payment may be withheld if this certification is inaccurate.
  - e. Under Section 2155.004 Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if the certification is inaccurate.
  - f. *The vendor shall defend, indemnify, and hold harmless UNTHSC, the State of Texas, all of their regents, 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 vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of the contract resulting from this Invitation for Bids.*
  - g. Bidder agrees that any payments due under the resulting 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.
  - h. Bidder certifies that bidder is in compliance with section 669.003 of the Government Code, relating to contracting with executive head of State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated.

Name of former executive:

Name of State agency:

Date of separation from State Agency:

Position with bidder:

Date of Employment with bidder:

- i. Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
  - j. Bidder understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Bidder further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through bidder and the requirement to cooperate is included in any subcontract it awards.
11. Pursuant to Section 231.006 (c), Family Code, bid must include Names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Attach Name & Social Security Numbers for each person. This information must be provided prior to contract award.

Name:

\_\_\_\_\_  
Social Security Number:

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

\_\_\_\_\_  
Social Security Number:

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

\_\_\_\_\_  
Social Security Number:

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

\_\_\_\_\_  
Social Security Number:

\_\_\_\_\_

## TERMS AND CONDITIONS OF BID (continued)

12. **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.
13. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects.  
If Chapter 2260 applies to this contract, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Contract.
14. **FUNDING OUT CLAUSE:** The Texas Constitution prohibits obligations beyond the current appropriations, which UNTHSC applies annually. Any order or contract resultant of this Invitation for Bids may be canceled at any time without penalty if legislative funds are not appropriated for goods or services obligated beyond the current fiscal year (September 01 through August 31 of any given year).
15. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act")
16. **TECHNOLOGY ACCESS CLAUSE:** The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
- Providing equivalent access for effective use by both visual and non visual means;
  - Presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and
  - Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
- For purposes of this clause, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays and customizable display appearance.
- 16.1 **Exemption Declaration:** Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. The provisions of the Technology Access Clause do not apply."
17. **CANCELLATION:** Items or orders may be cancelled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by UNTHSC for some other reason through no fault of the vendor, the vendor will be contracted.
18. Compliance with Law and UNTHSC's Rules: (a) Vendor is fully informed concerning and is full compliance with its obligations, if any, under the following: (1) Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended; (2) Executive Order 11701, as amended; (3) Executive Order 11246, as amended; (4) Rehabilitation Act of 1973, as implemented by 41 CFR 60-741, as amended; (5) Vietnam Era Veterans Readjustment Act of 1974 as implemented by 41 CFR 60-250, as amended; and (6) Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended. (b) If this Purchase Order requires the presence on UNTHSC's premises of Vendor's employees, agents, subcontractors or suppliers, Vendor shall cause such parties to comply with all applicable rules of UNTHSC, including without limitation those relative to environmental quality, safety, and fire protection.
19. The parties understand and agree that this purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that is required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this contract may be terminated by either party upon written notice to the other party.
20. 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 Regulations (FAR), Federal Office of Management and Budget (OMB)  
Educational Institutions (even if part of a State or local government) follow: OMB  
A-21 for cost principles  
A-110 for administrative requirements, and  
A-133 for audit requirements
- <http://www.whitehouse.gov/omb/circulars/index-education.html> Circulars: Educational and Non-Profit Institutions Documents  
<http://www.whitehouse.gov/omb/circulars/a110/a110.html> OMB Circular A110  
<http://www.epls.gov/> Excluded Parties List (Debarred Bidders List)
- All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document vendor certifies that vendor is in compliance with OMB A110 and that vendor is not on the Debarred Bidders List.
- 20.1 **SUSPENSION, DEBARMENT, AND TERRORISM:** VENDOR FURTHER CERTIFIES THAT THE VENDOR AND ITS PRINCIPALS ARE ELIGIBLE TO PARTICIPATE IN THIS TRANSACTION AND HAVE NOT BEEN SUBJECTED TO SUSPENSION, DEBARMENT, OR SIMILAR INELIGIBILITY DETERMINED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL ENTITY AND THAT VENDOR IS IN COMPLIANCE WITH THE STATE OF TEXAS STATUTES AND RULES RELATING TO PROCUREMENT AND THAT VENDOR IS NOT LISTED ON THE FEDERAL GOVERNMENT'S TERRORISM WATCH LIST AS DESCRIBED IN EXECUTIVE ORDER 13224. ENTITIES INELIGIBLE FOR FEDERAL PROCUREMENT ARE LISTED AT [HTTP://WWW.EPLS.GOV](http://WWW.EPLS.GOV).

Invitation for Bid  
 University of North Texas  
 Health Science Center at Fort Worth

BID OPENING DATE: 3:00 P.M., November 6, 2009  
 BID NUMBER & NAME: 10-049-51405-JD  
 NAME OF FIRM: \_\_\_\_\_

**880-11**

**Purchase of Projectors and Supplies for replace of equipment for the University of North Texas Health Science Center at Fort Worth (UNTHSC).**

<u>BID OPENING:</u>	November 6, 2009 3:00 p.m. CST	<u>RETURN SEALED BIDS TO:</u> Joe D'Andrea, Purchasing Manager UNTHSC, Purchasing Office 3500 Camp Bowie, Suite 600 Fort Worth, TX 76107
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Sealed bids (**original plus one copy**) subject to the specifications, terms and conditions of this INVITATION FOR BIDS will be received before the bid opening time and date shown above. **Bids must be returned in a sealed envelope, addressed to the Purchasing Department, UNTHSC and have the bid number, opening date, and company name clearly marked on the outside envelope.** Late bids will be returned to the bidder unopened.

**HISTORICALLY UNDERUTILIZED BUSINESS GOOD FAITH EFFORT PROGRAM (GFEP):** In accordance with the Texas Government Code, Sections 2161.181-182 and the Texas Administrative Code (TAC), Title 34, as amended, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts (CPA) HUB Rules, TAC, Title 34, as amended, encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

Please answer the following questions:

1. If an award is issued, do you plan to utilize a subcontractor for all or any portion of the contract?
  - a.  Yes  No
2. If yes, what percentage of work will be subcontracted with a HUB? \_\_\_\_\_%
3. What percentage of work will be completed by your company? \_\_\_\_\_%
4. Are you a certified HUB?  Yes  No. If yes, please circle the organization or entity with whom certified: Texas Comptroller of Public Accounts; NCTRCA; MBDC; Other \_\_\_\_\_.
5. If yes, please also specify Ethnicity \_\_\_\_\_; Gender \_\_\_\_\_; CPA VID No \_\_\_\_\_.

If all or any portion of the contract will be subcontracted, the bidder will be required to submit supporting documentation using the reporting forms provided by UNTHSC. All forms must be submitted to UNTHSC within the specified time frames. Failure to do so will cause disqualification of the bid from consideration for award or revocation of any contract awarded because of noncompliance.

The CPA commodity code(s) listed on page five of this IFB is applicable to this bid, and should be used for researching subcontracting opportunities on the CPA's Centralized Master Bidders

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List (CMBL) when the contractor/vendor anticipates utilization of subcontractors. The CMBL is located on the CPA's website at: <http://www.window.state.tx.us/procurement/>.

**NOTE:** Prime Contractors interested in identifying other potential HUBs for subcontracting opportunities may contact Sylvia Briones, Assistant Director HUB Administration, at 817-735-2684 for assistance.

**PRICING:** Prices are maximum and UNTHSC shall be protected against any increase in price during the term of the contract. If there is a reduction in the price during the term of the contract, the price to UNTHSC shall be reduced in the same amount and manner as the greatest reduction in price granted to any political subdivision or segment of the trade.

**CANCELLATION:** This contract is subject to immediate cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to the using UNTHSC. UNTHSC reserves the right to cancel this contract upon 30 days written notice to the contractor. The contractor must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should conditions unforeseeable occur.

**PURCHASE ORDER:** A purchase order(s) shall be generated by the UNTHSC Purchasing Office to the successful bidder. Additional purchase orders under this contract may be issued during the contract period by the Purchasing Office for other UNTHSC Departments. Each additional purchase order must reference the appropriate contract and/or this bid response.

**PAYMENTS:** Payment will be made 30 days after receipt of successful bidder's invoice(s) and approval of UNTHSC personnel. Vendor shall be responsible for referencing the purchase order number(s) resulting from this Invitation for Bid on any packing list(s), invoice(s), correspondence, etc. Invoicing must coincide with prices quoted. **FOR SERVICES ONLY:** Partial month's service, if applicable, must be prorated on a thirty (30) day basis. The vendor is responsible for assuring the invoice(s) are received in the Accounting Department for processing of payment. Vendor shall mail invoice(s) to:

ACCOUNTING DEPARTMENT  
UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER  
3500 CAMP BOWIE BLVD  
FORT WORTH TX 76107-2699  
817-735-2530

**COMPLAINTS:** The Purchasing Department will keep a written record of all complaints from departments regarding service resulting from this Invitation for Bid. Should UNTHSC become dissatisfied with the service at any time, the vendor will be notified by the Purchasing Department regarding problems that have occurred. Purchasing may require the vendor to contact the end user directly for resolution of the complaint(s). A specific date by which problems related to the contract must be corrected will also be given.

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BID OPENING DATE: 3:00 P.M., November 6, 2009

BID NUMBER & NAME: 10-049-51405-JD

NAME OF FIRM: \_\_\_\_\_

Should contractor fail to respond within allotted time and problems/complaints continue, UNTHSC Purchasing Department may cancel the contract and re-award balance of the contract or readvertise the bid.

**NONASSIGNABLE CONTRACT:** This contract shall be between the University of North Texas Health Science Center at Fort Worth and the selected Contractor. The service provided in this agreement shall not be further assigned to another UNTHSC except by express written permission from UNTHSC.

**CONTRACT:** This contract shall be in all things performable and enforceable in Fort Worth, Tarrant County, Texas. In the event of any breach of this agreement by the contractor, UNTHSC shall be entitled to recover from the Contractor all damages together with reasonable attorney's fees and court costs.

**INDEMNIFICATION:**

1. *TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNTHSC, AND HOLD HARMLESS THE UNTHSC AND THE UNIVERSITY OF NORTH TEXAS SYSTEM, ITS AFFILIATED ENTERPRISES, REPRESENTATIVES OF THE UNTHSC, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, REGENTS, PARTNERS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE WORK PURSUANT TO THIS AGREEMENT OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH UNTHSC OR ANY OF THE INDEMNITEES HAS BY LAW.*

2. *CONTRACTOR SHALL PROTECT AND INDEMNIFY THE UNTHSC FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE WORK PERFORMED HEREUNDER OR THE USE BY CONTRACTOR, OR BY UNTHSC AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, UNTHSC SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OF UNTHSC'S DESIGN*

Invitation for Bid  
 University of North Texas  
 Health Science Center at Fort Worth

BID OPENING DATE: 3:00 P.M., November 6, 2009

BID NUMBER & NAME: 10-049-51405-JD

NAME OF FIRM: \_\_\_\_\_

*OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, UNTHSC AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.*

The Texas Hazard Communication Act (Chapter 502 Texas Health and Safety Code) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDS's) for hazardous materials sold. Products covered by this Act must either be accompanied by a Material Safety Data Sheet or if MSDS is sent separately, direct MSDS to the safety office and reference the purchase order number, and such products must be labeled in compliance with the law. If the product is not covered under the Act, a statement of exemption must be provided. **Designate PO Number on MSDS's.**

**EVALUATION CRITERIA:**

As provided by Section 51.9335 of the Education Code, award will be based on a bid meeting specifications that offers the **best value** to UNTHSC. In determining the successful firm, the firm's compliance with the requirements of the IFB and the following items will be given consideration:

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods or services;
3. the quality of performance of previous contracts or service the extent to which the goods or services meet the institution's needs;
4. the vendor's past relationship with the institution;
5. the impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities;
6. the total long-term cost to the institution of acquiring the vendor's goods or services;
7. any other relevant factor that a private business entity would consider in selecting a vendor.

**QUALIFICATION OF BIDDERS:**

1. Bids shall be considered only from Bidders who, in the judgment of UNTHSC Purchasing, are regularly established in business, financially responsible, able to show evidence of satisfactory past performance, and ready, willing and able to render prompt and satisfactory services.
2. Each bidder shall complete the REFERENCES section of this bid and list customers who have contracts for service similar to that specified.
3. UNTHSC may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this Section may also occur at any other time during the effective period of this contract, or any extension/renewal thereof.

Invitation for Bid  
University of North Texas  
Health Science Center at Fort Worth

BID OPENING DATE: 3:00 P.M., November 6, 2009  
BID NUMBER & NAME: 10-049-51405-JD  
NAME OF FIRM: \_\_\_\_\_

**BID SUBMITTALS:**

All sections of the bid, including those listed below, must be properly completed and submitted with bid. FAILURE TO PROVIDE THE INFORMATION REQUESTED MAY RESULT IN REJECTION OF THE BID.

UNTHSC reserves the right to accept or reject any or all bids, to waive any technicality in any bid submitted, and to accept any part of a bid as deemed in the best interest of UNTHSC.

**REFERENCES:** The reference section must be filled out completely. Failure to do so, or references giving unsatisfactory recommendations may be reason to disqualify the bid. If the references given are not, in the opinion of the UNTHSC Purchasing Office, applicable to a contract of this magnitude, the Purchasing Office may contact other firms with whom the bidder has or is currently providing service as a means of validating compliance or proving noncompliance with references requirement.

Bidder must provide three (3) references below. References must be businesses (preferably large businesses- Hospitals, Medical Clinics, Colleges, or Universities) for whom you have ***Provided products similar to those specified in this IFB*** during the ***past four (4) years***. Failure to provide the required information with the bid response will automatically disqualify the bid from consideration for award in connection with this transaction. **UNTHSC may NOT be used as a reference for this IFB.**

**COMPANY NAME: (1)** \_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

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

TELEPHONE/FAX: \_\_\_\_\_

**COMPANY NAME: (2)** \_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

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

TELEPHONE/FAX: \_\_\_\_\_

Invitation for Bid  
University of North Texas  
Health Science Center at Fort Worth

BID OPENING DATE: 3:00 P.M., November 6, 2009

BID NUMBER & NAME: 10-049-51405-JD

NAME OF FIRM: \_\_\_\_\_

**COMPANY NAME: (3)** \_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

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

TELEPHONE/FAX: \_\_\_\_\_

**QUESTIONS:** If there are any questions regarding this bid, please contact Joe D'Andrea in the Purchasing Department at 817-735-0216. No authority is intended or implied that specifications may be amended or alternates accepted prior to bid opening without written approval from UNTHSC.

Invitation for Bid  
 University of North Texas  
 Health Science Center at Fort Worth

BID OPENING DATE: 3:00 P.M., November 6, 2009  
 BID NUMBER & NAME: 10-049-51405-JD  
 NAME OF FIRM: \_\_\_\_\_

**SCOPE OF WORK/SPECIFICATIONS:**

These specifications are being advertised under Texas Gov't Code Title 10, Subtitle D, Chapter 2155, Section 2155.067. Only bids on items conforming exactly to these specifications will be considered in determining an award.

Conforming exactly to these specifications includes bidding only the brand name(s) make and model number(s) specified in this bid invitation.

**PRODUCT WARRANTIES:** Vendor represents and warrants that the Equipment to be provided to the UNTHSC by Vendor shall substantially conform in all material respects, as to all operational features, to the Specifications listed in this Invitation for Bid, and that when properly installed will be free of material defects which adversely affect system performance.

**880-11**

PURCHASE of Sanyo Projector and supplies to meet the following minimum specifications:

	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
1. Sanyo PLC XF71 Data Projector	2 EA	\$ _____	\$ _____
2. Lens Long Throw part # LNS-T10	2 EA	\$ _____	\$ _____
3. Ceiling mount for projector part # VCM42E	1 EA	\$ _____	\$ _____
4. Replacement lamps part # 610-341-9497	8 EA	\$ _____	\$ _____
5. Quote to be F.O.B. Destination, Prepaid, and Allowed, Otherwise, show exact delivery cost and terms		\$ _____	\$ _____

Total Bid Amount \$ \_\_\_\_\_

Quote days required for delivery after receipt of order. Days \_\_\_\_\_