



RETURN SEALED BIDS



**INVITATION FOR BID
ANGELO STATE UNIVERSITY
PURCHASING OFFICE
BOX 11010, ASU STATION
2601 WEST AVENUE N
SAN ANGELO, TEXAS 76909**

QUOTE F.O.B. DESTINATION

BID OPENING 3 P.M. _____

REQUISITION NO. _____

PAGE ____ OF ____

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

IF NOT BIDDING, DO NOT RETURN THIS FORM. IF BIDDING, BID MUST BE SIGNED.

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 113.6(b)(2)(E).

**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 Angelo State University (ASU) 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 F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for ASU 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

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Sole owner should also enter Social Security Number

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- 1.8 Bid cannot be altered or amended after opening time. Any 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 No bid can be withdrawn after opening time without approval by ASU based on a written acceptable reason.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 Certificate will be furnished by ASU on request.
- 1.10 The Agency 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 interest of the Agency.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by ASU and/or investigation for antitrust violations.
- 1.12 Telegraphic bids may be submitted in accordance with Rule 1 TAC 113.5(a)(6).

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 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 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 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 Agency. If not destroyed in examination, they will be returned to the

bidder, on request, at his expense. Each sample should be marked with bidder's name and address, State requisition number. Do not enclose in or attach bid to sample.

- 2.5 The Agency will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the Invitation for Bid.
- 3. **TIE BIDS** - In case of tie bids, the award 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 ASU, vendor must keep ASU advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes ASU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
 - 4.3 No substitutions or cancellations permitted without written approval of ASU.
 - 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from Agency.
- 5. **INSPECTION AND TESTS** - All goods will be subject to inspection and test by the Agency. Authorized ASU personnel shall have access to any 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 as the same may be amended from time to time. 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. Any legal actions must be filed in Tom Green County, Texas.
- 7. **PAYMENT** - Vendor shall submit an itemized invoice showing agency order number and agency requisition number. The agency 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.
- 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. Secretary. 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 Invitation for Bid.
- 10.5 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 this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.6 Pursuant to Section 2155.004 Government Code re: 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.
- 10.7 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.
- 10.8 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.
- 10.9 Bidder certifies that they are in compliance with section 618.003 of the Government Code, relating to contracting with executive head of a State agency. If section 618.003 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: _____
- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 11. Pursuant to Section 231.006 (c), Family Code, bid should include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this information on the GSC Centralized Master Bidders List have satisfied this requirement. If not preregistered, attach name & social security number for each person. Otherwise, this information must be provided prior to contract award.
- 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.

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