

REQUEST FOR INFORMATION (RFI), REQUEST FOR PROPOSAL (RFP), or INVITATION TO BID (ITB)

May 2006

Description:

Invitation No.:

Mandatory Site Inspection:

Bid Due Date:

Phone Number:

Buyer's Name:

Buyer's Email:

Invitation to Bid Terms and Conditions: Please direct any inquiries or requests for an official invitation form to the phone number listed next to each bid number. You may also request copies by calling (214) 648-6040. The University shall not accept any bid that is not on an official bid invitation form.

1. BIDDING REQUIREMENTS:

1.1 - Purchases made by The University of Texas Southwestern Medical Center at Dallas are exempt from the state sales tax and federal excise tax. Do not include in your bid. Our system requires pricing per unit shown and extensions. If a trade discount is shown on bid, it should be deducted and net line extensions shown. Bidder guarantees products offered will meet or exceed specifications. We will furnish excise exemption certificates upon request.

1.2 - Bids should be submitted on proper form. Each bid shall be placed in a separate envelope completely and properly identified. See instructions on reverse side of form (upper center top). Bids must be time stamped in Purchasing before the hour and date specified for the bid opening.

1.3 - Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.

1.4 - Quote F.O.B. destination. If otherwise, show exact cost to deliver. Bid unit price on quantity and unit of measure specified – extend and show total. In case of errors in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

1.5 - Bid prices must be firm for our acceptance for 30 days from bid opening date. All cash discounts offered will be taken if earned.

1.6 - Bids must give Vendor ID Number, full firm name and address of bidder (enter in the block provided if not shown). Failure to manually sign bid will disqualify it. Person signing bid should show title authority to bind his firm in a contract. Firm name should appear on each page of a bid in the block provided in the upper left hand corner. A bid or application for a contract, grant or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid application. The Vendor ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter the number in the spaces provided on the front side (upper left) if it is not printed. If this number is not shown, complete the spaces provided on the reverse side of the bid form.

1.7 - Bid cannot be altered or amended after opening time. Any alterations made before opening time must be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Purchasing Department based on a written acceptable reason.

1.8 - We reserve the right to accept or reject all or any part of any bid, waive minor technicalities and award bid to best serve the interest of the University.

1.9 - Telegraphic response to any bid invitation must show: price bid, requisition number, opening date, description (brand, model, etc.) of product offered and delivery promise. Confirmation on bid form should be postmarked on or before opening date and/or received by The University of Texas Southwestern Medical Center within 48 hours after opening day. Show regular information on envelope and add the word: "Confirmation". (See 1.2 above). Telephone bids are not acceptable when in response to this invitation to bid.

1.10 - By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Consistent and continued tie bidding could cause rejection of bids by us and/or investigation for antitrust violations.

2. SPECIFICATIONS:

2.1 - Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive only (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 reference specification, bid must show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete descriptions of product offered should be made part of the bid. If bidder takes no

exception to specifications or reference data in his bid, he will be required to furnish brand names, numbers, etc., as specified in the invitation.

2.2 - All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Oral agreements to the contrary will not be recognized.

2.3 - Samples, when requested, must be furnished free of expense to the University. 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, and state requisition number. Do not enclose in or attach bid to sample.

3. AWARD:

In case of tie bids, the award will be made in accordance with Rule 1 TAC 113.6(b)(3) and 113.8 (preferences).

4. DELIVERY:

4.1 - Bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break a tie bid. Unrealistic short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises with valid reason may cause removal from bid list. (See 4.2 following).

4.2 - If delay is foreseen, contractor shall give us written notice. We reserve the right to extend delivery date if reasons appear valid. Contractor must keep us advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes us to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.

4.3 - No substitutions or cancellations permitted without our written approval.

4.4 - Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from the University.

5. TESTING PRODUCTS FOR SPECIFICATION COMPLIANCE:

Our authorized 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. In the event products tested

fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the supplier.

6. PAYMENT:

Vendor shall submit five (5) copies of an itemized invoice showing University order number on all copies.

7. PATENTS OR COPYRIGHTS:

The contractor agrees to protect the University from claims involving infringement of patents or copyrights.

8. EQUAL OPPORTUNITY:

Equal Opportunity clause 41 CFR 60-1.4 is hereby incorporated herein by reference.