INVITATION TO BID (“ITB”)

Bid Title: <BID TITLE>
Bid No.: <BID NO.>

POINT OF CONTACT: <POINT OF CONTACT>
Procurement Services
<CONTACT EMAIL>

*All questions must be directed to the Point of Contact.

BIDS ARE DUE: <DATE> <TIME>


DEFINITIONS

Amendment: An agreed addition to, deletion from, correction, or modification of a Contract signed by all authorized parties. An Amendment may include a renewal or extension of a Contract.

Bid: An Offer to Contract submitted in Response to an Invitation for Bid. The term Bid may also be referred to as a Response.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that a Bidder will not withdraw a Bid during the Invitation for Bid process. A Bid Bond may also be required in a Request for Proposal process.

Bid Opening: The official process in which sealed Bids are opened, usually in the presence of one or more witnesses, at the time and place specified in the Invitation for Bid.

Bid Tabulation: A document used to record the Responses received from Bidders in the Invitation for Bid process.

Bidder: An individual or Contractor who submits a Response to an Invitation for Bid. The term includes anyone authorized to act on behalf of the individual or other entity that submits a Bid, such as agents, employees, and representatives. See also Respondent and Offeror.

Contract: A legally binding written agreement executed between the System or an Institution and a third party in which the parties agree to perform in accordance with the obligations therein. Contracts include, but are not limited to: letter agreements, co-operative agreements, memorandum of understandings (MOU), Interagency Contracts, Interlocal Contracts, easements, licenses, leases, and Purchase Orders. Regents’ Rules Chapter 07.

Contractor: An individual or legal entity that has a Contract to provide Goods or Services to the System or any component Institution.

Goods: Supplies, materials, or equipment as defined in Texas Government Code § 2155.001. Goods do not include Services or real property.

Historically Underutilized Business (HUB): A for-profit entity with its principal place of business in the State of Texas that is at least 51% owned by a Black American, Hispanic American, woman, Asian Pacific American, Native American or disabled veteran as defined in Texas Government Code § 2161.001. See also Texas Comptroller HUB website.
Invitation for Bids (IFB): A Procurement process used when the requirements are clearly defined, Negotiations are not necessary, and price is the major determining factor for selection.

Purchase Order: A legal document issued to a Contractor which formalizes the terms and conditions of any purchase of Goods or Services.

Response: A submission to the System or an Institution from a potential Contractor in response to an IFB.

Scope of Work (or “SOW”): A detailed, written description of the conceptual requirements contained within the Specifications.

Service(s): The furnishing of labor, time, and effort by a Contractor or Auxiliary Enterprise, including for a Construction Project, which may involve to a lesser degree, the delivery or supply of Goods.

Specification(s): Description of the requirements for Goods or Services including the Scope of Work, to be fulfilled by a Contractor.

Subcontractor: An individual or business entity retained by a Contractor to perform part of a Contractor’s duties under a Contract.

GENERAL INFORMATION

1. Texas Tech University (“TTU”) is an agency of the State of Texas and is exempt from any State tax or Federal excise tax.
2. Unless otherwise stated, the unit price quoted must be the net price. Any additional unit and total prices must also be disclosed on the Bid if applicable.
3. Unless otherwise stated, all quoted prices shall be FOB TTU address inside delivery.
4. Electronic submission through the TTU Bid system (“Techbid”) is required.
5. It is the Bidder's responsibility to confirm delivery of electronic bids in the Techbid.
6. Specifications are provided to identify the Goods or Services required and to establish minimum functionality and an acceptable quality level. A Bid consisting of alternate Goods or Services may be considered non-responsive by TTU and is subject to rejection. Bidders who offer alternate Goods or Services must submit complete, detailed specifications for the Goods or Services Bid. As noted on Bid document no alternatives will be accepted if marked “no substitutes”. TTU will be the sole judge in determining acceptable equivalence with regard to quality, price, and performance.
7. TTU reserves the right to reject any or all bids, to waive informalities or irregularities, and to issue a contract in the best interest of TTU.
8. TTU reserves the right to modify, rescind, or revoke this ITB in whole or in part at any time before the date on which the authorized representative of TTU executes a Contract with the selected Bidder(s).
9. All Goods or Services provided under any resulting Contract will be to the satisfaction of TTU and in accordance with the Specifications, terms, and conditions of the Contract. TTU reserves the right to inspect the Goods or Services and to determine the quality, acceptability, and fitness of such Goods or Services. No payment made by TTU will (a) be construed to be final acceptance or approval of that part of the Goods or Services to which the payment was made, or (b) relieve Contractor of any of its duties or obligations under the Contract.
10. The Contractor warrants and implies that Goods delivered to TTU under the Contract are merchantable and fit for use for the particular purpose set forth in the Contract. The Contractor warrants that Services furnished under the Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. TTU may provide the Contractor with notice of any defect or nonconformance on or before the time period set forth in the Contract. The Contractor will correct or re-perform, at no cost to TTU, any Service that does not conform to the requirements of the Contract.
11. TTU, as an agency of the State of Texas, qualifies for exemption from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code Section 3.322. The Contractor may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.
12. The Contractor shall collect and pay all taxes imposed upon the sale of items included in the Contract, as required by federal, state or local law. The Contractor shall be responsible for and pay all social security, unemployment insurance, old age retirement, and other federal and state taxes that are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor.
13. TTU shall have the right, at its sole cost, to either use its own employees or engage an independent third party to audit the financial records of the Contractor pertaining to any awarded Contract.

14. All information, documentation and other material submitted by Contractor under this IFB or any resulting Contract is subject to public disclosure under the Texas Public Information Act (the “Act”) (Texas Government Code, Chapter 552). Contractor is hereby notified that TTU strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General.

15. Neither this Contract, nor any rights or obligations of monies due hereunder are assignable or transferable (as security for advances or otherwise) unless agreed to in writing by TTU. Contractor shall not subcontract any portion of the Goods or Services encompassed by the Contract without TTU’s prior written approval.

16. TTU will return late bids unopened to the mailing address provided by the Bidder. Late Bids will not be considered under any circumstance.

17. Unless otherwise agreed in writing signed by the TTU Managing Director of Procurement Services, each Bidder agrees to and will be bound by the information and documentation provided with the Bid, including prices quoted for Goods or Services.

18. By submitting a Bid, the Bidder agrees to and will comply with all applicable local, state, and federal laws, as well as with all applicable policies and procedures of the TTU System and TTU. All TTU policies and procedures may be accessed at http://www.depts.ttu.edu/opmanual/.

19. To the extent they do not conflict with the terms and conditions contained in this IFB, TTU Purchase Order terms and conditions will apply to all procurements of Goods or Services by TTU. They are found at http://goo.gl/sz1k6.

20. Historically Underutilized Business (HUB) Policy

TTU has determined that there (select one) are subcontracting opportunities or that there are not subcontracting opportunities. If TTU determines that there are subcontracting opportunities, the Bidder must include a HUB subcontracting plan even if the Bidder intends to self-perform. The required supporting documentation must be submitted with the HUB Subcontracting plan. If TTU determines there are not subcontracting opportunities, no submittal is required unless the Bidder discovers opportunities to subcontract, then a subcontracting plan must be submitted. The Bidder will receive evaluation points for (1) the Bidder’s Texas certification as a HUB (2) the percentage of HUB subcontracting use proposed on the Contract and (3) second and third tier HUB subcontracting use. TTU is relying upon Bidder’s expertise to fully identify subcontracting opportunities that best align with the TTU organization and this RFP. Bidders who intend to subcontract are responsible for identifying all areas that will be subcontracted.

For assistance with preparation of the subcontracting plan, email techbuy.purchasing@ttu.edu.

If a properly submitted HUB subcontracting plan contains minor deficiencies (e.g., failure to sign or date the plan, failure to submit already-existing evidence that three HUBs were contacted), TTU may contact the Bidder for clarification to the plan if it contains sufficient evidence that the Bidder developed and submitted the plan in good faith.

HSP forms can be found at http://www.depts.ttu.edu/afism/AFISMFormRepository/ProcurementDept/forms/HUB-Merged-Forms.pdf

TTU’s HUB Goals are:

(1) 11.88% for heavy construction other than building contracts;
(2) 12.63% for all building construction, including general contractors and operative builders’ contracts;
(3) 26.19% for all special trade construction contracts;
(4) 21.61% for professional Services contracts;
(5) 12.9% for all other Services contracts; and
(6) 29.66% for commodities contracts
AFFIRMATION AND CONFLICT OF INTEREST DISCLOSURE

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 may be reported to the Texas Comptroller for Public Accounts for disbarment. By signature hereon affixed, the Bidder hereby certifies that:

The Bidder is not currently delinquent in the payment of any debt or taxes owed the State of Texas.

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.

Bidder certifies as follows: “Pursuant to § 231.006, 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.”

The Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, compensation, gift, loan, gratuity, special discount, trip, favor, or service to officer or employee of TTUS in connection with the submitted Bid.

The Bidder has not received compensation for participation in the preparation of the Specifications for this RFP.

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, codified in § 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.

The Bidder certifies that the Bidder and any principals of the Bidder are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of Contracts by any federal agency, and have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government Contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of any of these offenses.

Under § 2155.006(b) of the Texas Government Code, TTUS may not accept a Bid or award a Contract, including a Contract for which purchasing authority is delegated, that includes a proposed financial participation by a person who, during the five-year period preceding the date of the Bid or award, has been: (i) convicted of violating a federal law in connection with a Contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by § 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (ii) assessed a penalty in a federal civil or administrative enforcement action in connection with a Contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricane Rita, as defined by § 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

Bidder agrees to comply with Texas Government Code § 2155.4441, pertaining to service Contract use of products produced in the State of Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

Bidder certifies that they are in compliance with § 618.003 of the Government Code, relating to contracting with executive head of a State agency. If § 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: 

The Bid must include the name and Social Security Number of each person maintaining an ownership interest of 25% or more of the business entity submitting the Bid. Contractors that have pre-registered this information on the Texas Comptroller’s Centralized Master Bidders’ List will be deemed to have satisfied this requirement.

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Conflict of Interest Summary:

The Contractor certifies that (i) no relationship, whether by blood, marriage, business association, capital funding Contract or by any other such kinship or connection to the second degree of consanguinity exists between any owner of the Bidder that is a sole proprietorship, the officers or directors of the 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 company, on one hand, and an officer or employee of TTU, on the other hand, and

The Bidder, and any executives, managers, or employees of the Bidder have not been an employee of TTUS within the immediate twenty-four (24) months prior to the submittal deadline. If any previous employee of TTU is employed by the Bidder, that information shall be submitted in 7.13.

An officer or employee of TTU may not be in any dual employment positions that would result in a conflict of interest or conflict of commitment in relation to his or her position at TTU. If such circumstance arises, the officer or employee shall remove himself or herself from the process and disclose the relationship to his or her direct supervisor. The supervisor is responsible for reviewing all Procurements of Goods and Services for any potential conflict of interest. As necessary, the supervisor shall consult with the Managing Director of Procurement Services. A TTU department may not hire a Contractor to provide Goods or Services if a current TTU officer or employee of such department is also employed by such Contractor; a current officer or employee of such department has a direct or indirect ownership interest in such Contractor; or the hiring of such Contractor would result in the furtherance of any private interest or gain for a current officer or employee of such department. If any owner of any such Contractor who provides Goods or Services to TTU is a TTU employee, compliant payment to any Contractor classified as a sole proprietorship or an individual shall be made through the Payroll Services department as additional compensation.

TTU shall not enter into a Contract that requires Regents’ approval prior to execution or has a value of at least $1 million without the requisite disclosures by potential Contractors. Texas Government Code § 2252.908.

All disclosures by Bidder in connection with this affirmation will be subject to administrative review and approval before TTU enters into a Contract with Bidder. Any violation of this conflict of interest policy may result in immediate cancellation of any resulting Contract in addition to a potential debarment of the Contractor from doing business with the State of Texas.

Conflict of Interest Affirmation:

By signing and submitting the Bid, the Bidder confirms that it acknowledges compliance and has provided all relevant information required below.

- Represent and warrant that Bidder’s provision of Goods or Services or other performance under the Contract will not constitute an actual or potential Conflict of Interest and represent and warrant that it will not reasonably create even the appearance of impropriety.
- Disclose any current or former employees who are current or former employees of the Institution.
**Former Employee Name**  
TTUS Department


- □ Disclose any actual or proposed personnel who are, or are related to, current or former employees of the Institution.

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- □ Represent and warrant that Bidder has not given and will not give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or employee or representative of the Institution in connection with the Solicitation or any resulting Contract.

- □ Verify that the Contractor or any of the Contractor’s principals (including, but not limited to, an owner, proprietor, sole or majority shareholder, director, president, or managing partner) are not debarred, suspended, or otherwise excluded from doing business with TTUS. TTUS may also verify that an entity or principals are not debarred, suspended or otherwise excluded to confirm that no Contracts are awarded, extended or renewed.

**Bidder Information and Signature**

Bidder certifies that the individual signing this document and the documents made a part of this RFP is authorized to sign such documents on behalf of Bidder and to bind Bidder under any Contract that may result from the submission of Bidder’s Bid.

By signing the Bid, the Contractor certifies that if a Texas address is shown as the address of the Contractor, the Contractor qualifies as a Texas Resident Bidder, as defined in 34 TAC § 20.38.

Payee Identification Number (PIN):

Sole Proprietor should also enter social security No.:

Contractor:

Name (Typed):

Title:

Street:

City/State/Zip:

Telephone No.:

Fax No.:

E-mail:

Signature (INK):
Other Preferences as defined in 34 TAC sec. 20.38 (check any that are applicable)

(__) Supplies, materials, equipment, or Services produced in TX/ offered by TX bidders
(__) 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
Specifications

1. The Goods or Services requested shall be provided for a period of number (#) years effective date, or the last signature date, whichever is later, and ending date.

2. Mandatory Requirements

3. Preferred Requirements

4. Quality Measures

5. Bidder shall provide a detailed compensation schedule for the Goods or Services to be delivered or performed in response to this Bid in the Specifications Schedule. Bidder shall submit a scheduled that clearly details the various rates and fees that will apply if the Bidder is awarded a Contract. TTU will not be obligated to compensate for any amounts that are not provided in the Specifications Schedule or not included in any purchase order or fully executed Contract.

6. Bidder shall submit invoices by electronic means to TTU Payment Services Office payment.services@ttu.edu. Invoices will be paid net 30 days in compliance with Texas laws. All invoices must reference a valid TTU Purchase Order or the invoice will be returned as non-compliant. No commitment for Goods or Services shall be placed without a valid TTU Purchase Order.

Bidder may submit a prompt payment discount for consideration.

TTU has established the following payment schedule for invoices based upon the payment option chosen by the Contractor:

- Paper checks – net 30 days
- ACH transaction – net 15 days
- Single Use Account (SUA) card (JP Morgan) – net 5 days.

**In the event TTU is making payment on funds appropriated by the State of Texas, payment may be made net 30 as required by law. TTU will submit an electronic check remittance to the email address on record for all ACH and SUA payments.**

7. Bidders are requested to extend the pricing and all terms and conditions offered in their Bid to other Texas state agencies, as well as other State of Texas institutional agencies. In the event an award is made, the individual agencies may or may not elect to use the Contract.
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<th>Description of Goods or Services</th>
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* To be entered by the Bidder