



TEXAS WOMAN'S UNIVERSITY
INVITATION FOR BIDS

IF NOT BIDDING
DO NOT RETURN THIS FORM

BID NUMBER: [INSERT BID #]
BID OPENING: [INSERT DATE & TIME]
DESCRIPTION: [INSERT DESCRIPTION]
BUYER: [INSERT NAME]
BUYER EMAIL: [INSER EMAIL]

BIDDER AGREES TO COMPLY WITH ALL TERMS &
CONDITIONS OF THIS IFB
DESTINATION OF GOODS/SERVICES:
Texas Woman's University
Central Receiving
1200 Frame Street
Denton, TX 76209

FAILURE TO SIGN WILL DISQUALIFY BID

AUTHORIZED SIGNATURE DATE

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 34 TAC Rule 20.32(68).

WHEN BIDDING:
ONLY BIDS SUBMITTED ONLINE WILL BE
ACCEPTED. Bids will be received online until the date
and time established for receipt.
[ENTER DATE]

VENDOR INFORMATION

SUBMIT ONLINE RESPONSES TO:
http://www.twu.edu/procurement/electronic-bidding.asp

Name
Address
City State Zip
Phone
Email
Contact Name

Online bidding system closes at exactly 2:00
PM. Please allow sufficient time to upload
your documents. Late submittals will not be
accepted.

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT
AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

PLEASE ENTER YOUR FEDERAL EIN: [] [] [] [] [] [] [] [] [] [] AND SUBMIT A COMPLETED W9 FORM WITH
YOUR RESPONSE.

Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft.
For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: http://www.irs.gov/businesses/

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP AND COMPLETE SECTION 2.03: []

CHECK HERE IF YOU ARE A STATE OF TEXAS CERTIFIED HUB VENDOR (PROVIDE BACKUP INFORMATION): []

PREFERENCES

See Section 2.27 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials or equipment produced in Texas or offered by a Texas bidder or Texas bidder that is owned by a service disabled veteran
Agricultural products grown in Texas
Agricultural products offered by a Texas bidder
Services offered by a Texas bidder or Texas bidder that is owned by a service disabled veteran
Texas Vegetation Native to the Region
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
Recycled or Reused Computer Equipment of Other Manufacturers
Foods of Higher Nutritional Value

**TEXAS WOMAN'S UNIVERSITY STANDARD TERMS AND CONDITIONS:
 ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

1. BIDDING REQUIREMENTS:

- 1.01. 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.
- 1.02. 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.
- 1.03. Bids must be uploaded to the Texas Woman's University (TWU) electronic bidding system before the hour and date specified for the bid opening. The link to the electronic bidding system is provided on page 1 of this document.
- 1.04. 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.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices will be considered firm for acceptance for 30 days from bid opening date unless otherwise specified. "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.
- 1.07. Bidder should enter their Federal Employer ID (EIN) number, full firm name and address in the space provided on the face of this form. Bidder should also submit a completed W9 form with their response. Additionally, firm name should appear on each continuation page of a bid, in the space provided in the upper left hand corner.
- 1.08. 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 TWU based on an acceptable written reason.
- 1.09. 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.

2. AWARD NOTICE:

- 2.01. Pursuant to Texas Education Code, Sec. 51.9335, Texas Woman's University reserves the right to make an award determined on the basis of best value.
- 2.02. TWU 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 the University's best interest.
- 2.03. 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:

- 2.04. 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 and 20.38 (Preferences).
- 2.05. Bidder shall not assign any resulting contract or agreement resulting from this IFB without prior written approval from the TWU Procurement and Contract Services Office.
- 2.06. 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.

3. SPECIFICATION:

- 3.01. 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 §2155.067, Texas Government Code (Gov't Code). 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.
- 3.02. Unless otherwise specified, items shall be new and unused and of current production.
- 3.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from a nationally recognized testing laboratory (NRTL). Acceptable NRTL's may be found at: <https://www.osha.gov/dts/otpca/nrtl/index.html>
- 3.04. Samples, when requested, must be furnished free of expense to the State. 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. Do not enclose in or attach bid to sample.
- 3.05. Texas Woman's University will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).

TERMS AND CONDITIONS OF BID (Continued)

- 3.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
- 4. DELIVERY:**
- 4.01. Bid should show the number of days required to deliver items to TWU'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.
- 4.02. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TWU to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- 4.03. No substitutions permitted without written approval of TWU.
- 4.04. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.
- 4.05. 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.
- 5. INSPECTION AND TESTS:**
- All goods will be subject to inspection and test by Texas Woman's University. Authorized TWU 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 bidder 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 TWU's option, be returned to the bidder or held for disposition at bidder'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 University issued purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas.
- 7. PAYMENT:**
- Bidder shall submit an itemized invoice showing TWU purchase order number. TWU's payment terms are 30 days from receipt of a correct invoice or receipt of goods and/or services, whichever occurs last. Payment shall be made in accordance with Chapter 2251, Gov't Code. Invoice must be sent to Texas Woman's University Procurement and Contract Services, PO Box 425439, Denton, Texas 76204-5439 or emailed to twupayables@twu.edu.
- 8. PATENTS, TRADEMARKS, OR COPYRIGHTS:**
- Bidder agrees to defend and indemnify TWU and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TWU's or the State's use of any good or service provided by the bidder as a result of this IFB.
- 9. BIDDER ASSIGNMENTS:**
- Bidder hereby assigns to TWU 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.*
- 10. BIDDER AFFIRMATIONS:**
- Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
- 10.01. 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.
- 10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.
- 10.04. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.05. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by CPA under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- 10.06. Pursuant to §669.003, Gov't Code, TWU may not enter into a contract with a person who employs a current or former executive head of TWU until four years has passed since that person was the executive head of TWU. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of TWU in the past four years. If bidder does employ a person who was the executive head of TWU, provide the following information:

TERMS AND CONDITIONS OF BID (Continued)

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

- 10.07. In accordance with §2155.4441, Gov't 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.
- 10.08. Bidder certifies that the bidding entity 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 bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder 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.sam.gov>
- 10.09. 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 §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
- 10.10. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.11. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TWU under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.
- 11. NOTE TO BIDDER:**
If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
- 12. PROTEST PROCEDURES:**
Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in 34 TAC Rule 20.384.
- 13. DISPUTE RESOLUTION:**
The dispute resolution process provided for in Chapter 2260 of the Government code shall be used, as further described herein, by Texas Woman's University and the contractor to attempt to resolve any claim for breach of contract made by the contractor.
- 13.1. A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiations process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to the Assistant Vice President of Procurement and Contract Services at Texas Woman's University. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Texas Woman's University, and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- 13.2. The contested case process provided in Chapter 2260, subchapter C, of the Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas Woman's University if the parties are unable to resolve their disputes under subparagraph (13.1) of this paragraph.
- 13.3. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of the contract by Texas Woman's University, nor any other conduct of any representative of Texas Woman's University relating to the contract shall be considered a waiver or sovereign immunity to suit. The submission, processing and resolution for the Contractor's claim is governed by the published rules adopted by the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.
- 13.4. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.
- 14. NON-APPROPRIATION OF FUNDS:**
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to TWU, either in whole or in part, subject to the availability of state funds. TWU is a state agency whose authority and appropriations are subject to actions of the Texas

Legislature. If TWU becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TWU's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or

TERMS AND CONDITIONS OF BID (Continued)

cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TWU will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TWU will not be required to give prior notice.

15. TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provisions of this IFB to the contrary, bidder understands that TWU will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TWU any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

16. CONFLICT OF INTEREST:

Under §2155.003, Gov't Code, a TWU employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TWU or purchasers of other state agencies.

17. FORCE MAJEURE:

Neither bidder nor TWU shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

18. INDEPENDENT CONTRACTOR:

Bidder is and shall remain an independent contractor in relationship to TWU. TWU shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against TWU for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

19. INDEMNIFICATION:

BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TWU, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS IFB. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TWU. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TWU FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TWU OR ITS EMPLOYEES.

20. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS:

Effective September 1, 2006, TWU shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

20.1. Texas Woman's University is a recipient of federal funds from various federal agencies. TWU shall require vendors/contractors to comply with all federal regulations relating to the use of federal funds. In addition, vendors/contractors agree to flow down all applicable clauses from federal OMB regulations to lower-tier subcontractors.

20.2. Vendor shall provide the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Service Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide a report that addresses the same accessibility criteria in substantially the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

21. FEDERAL FUNDS:

Texas Woman's University is a recipient of federal funds from various federal agencies. TWU shall require vendors/contractors to comply with federal regulations relating to the use of federal funds. In addition, vendors/contractors agree to flow down all applicable clauses from federal OMB regulations to lower-tier subcontractors.

22. TECHNOLOGY CLAUSE (the clause is to read without modification):**TERMS AND CONDITIONS OF BID** *(Continued)*

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 TWU that the technology provided to the university 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:

- 22.1. Providing equivalent access for effective use by both visual and non-visual means;
- 22.2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- 22.3. Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, 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 which would constitute reasonable accommodations under the 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.

"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.

23. RIGHT TO AUDIT:

In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This IFB or any contract resulting from this IFB may be amended unilaterally by TWU to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.

INVITATION FOR BIDS TEXAS WOMAN'S UNIVERSITY

I. INTENT

The intent of this solicitation is to procure [INSERT DESCRIPTION] equal to or better than the item specified herein. Texas Woman's University (TWU) is accepting bids for the purchase of [INSERT DESCRIPTION], OR APPROVED EQUAL.

The contract will be awarded based on best value according to the evaluation criteria as stated herein.

Equivalents: Any catalog, brand name, or manufacturer's reference in this document is intended to be **only** descriptive and **not** restrictive, and is intended to indicate type and minimum quality and performance level desired for comparison purposes, unless otherwise stated herein. Other names and model numbers of like nature, utility or merit, may be submitted; but bidder must furnish complete data to show that items are equal to that specified. TWU will make final determination in regards to quality and performance level. The decision by TWU will be final. Orders will be placed on a non-exclusive, as needed basis only as determined by TWU.

II. TECHNICAL SPECIFICATIONS:

[ENTER SPECIFICATIONS]

III. ADDITIONAL REQUIREMENTS

Best Value:

This bid will be awarded based on "best value". Factors in addition to price will be considered in determining an award. The bidder selected for award will be the bidder whose bid is the most advantageous to TWU. Best value factors to be used will be:

- (1) Purchase price;
- (2) Reputation of the vendor and of the vendor's goods or services;
- (3) Quality of vendor's goods or services;
- (4) Extent to which the goods or services meets TWU's needs;
- (5) Vendor's past relationship with TWU;
- (6) Impact on ability of TWU to comply with the laws and rules relating to historically underutilized businesses;
- (7) Impact on the ability of TWU to comply with the laws and rules relating to the procurement of goods and services from persons with disabilities;
- (8) Long term cost to TWU of acquiring the vendor's goods or services;
- (9) Compliance with TWU's terms and conditions;
- (10) Compliance with TWU's insurance requirements; and
- (11) Any relevant factor that a private business entity would consider in selecting a vendor. TWU will be the sole judge of the best value criteria.

Criminal Background Checks - Responsibility for Individuals Performing Services

Each individual who is assigned to perform services under a Purchase Order will be an employee of the successful bidder ("Contractor") or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing services under a Purchase Order. Prior to issuance of a Purchase Order, Contractor will (1) provide TWU with a list ("List") of all individuals who may be assigned to perform services, and (2) have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on TWU's campus who has a history of criminal conduct unacceptable for a university campus, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform services.

Prior to issuance of a Purchase Order, Contractor will provide TWU Procurement and Contract Services a letter, on company letterhead, signed by an authorized representative of Contractor certifying compliance with this Section. Additionally, Contractor will provide TWU Procurement and Contract Services an updated certification letter each time there is a change in the individuals assigned to perform services.

Insurance Certificate:

Prior to award of the purchase order, the successful bidder will be required to furnish a certificate of insurance, in liability amounts to meet the minimums as specified in the attached, naming Texas Woman's University as certificate holder. Please note also that the certificate must include additional insured's and a waiver of subrogation.

IV. PRICING INFORMATION

Please complete ALL requested information by completing ALL fields on the first page and entering price information for each line item below.

VENDOR NAME: _____

BID OPENING: [INSERT DATE & TIME]
BID NUMBER: [INSERT BID#]