# Request for Bid

Mail Sealed Bid To:  
The University of Texas HEALTH SCIENCE CENTER AT SAN ANTONIO  
Attn: Purchasing Dept  
Research Administration Building, North Campus, Room 4.110  
8403 Floyd Curl Drive  
San Antonio, TX 78229

Vendor: UNKNOWN  
Vendor UNSPECIFIED/NOT FOUND  
UNKNOWN TX 78240  
United States

Ship To:  
7703 Floyd Curl Drive  
Central Receiving  
San Antonio TX 78229-3900  
United States  
Freight Terms: DESTADD  
Ship Via: SEE BELOW  
PLEASE SHOW P.O. NUMBER ON ALL  
PAPERS AND PACKAGES

Bill To:  
UTHSC-SA  
P.O. Box 40310  
Accounts Payable  
San Antonio TX 78229  
United States  
Payment Terms: NET 30

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<th>Line</th>
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<th>Quantity</th>
<th>UOM</th>
<th>Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td>1</td>
<td></td>
<td>Cat.# ALF 404200-1: Alfa Wasserman Mfg.ACE Accel Brand, ACE Accel Chemistry Analyzer w/ISE;Dimensions-33x28x26 inch;Kit contents-Analyzer,ISE Module,B/W Laser Printer,Touch Screen,Keyboard, functionality.BRAND ONLY.</td>
<td>2.00</td>
<td>EA</td>
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<td>2</td>
<td></td>
<td>Freight Charges</td>
<td>2.00</td>
<td>EA</td>
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<td></td>
<td>Warranty</td>
<td>1.00</td>
<td>EA</td>
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<td>4</td>
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<td>Installation by AWDT Field Service Engineer.</td>
<td>1.00</td>
<td>EA</td>
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<td>5</td>
<td></td>
<td>Instrument training for one (1) trainee per Analyzer at Alfa Wassermann Corporate Office in West Caldwell, NJ for four and one half days to include round trip transportation, lodging and meals.</td>
<td>1.00</td>
<td>EA</td>
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BID TOTAL: $ ____________

By accepting this Quote or Bid, vendor agrees to comply with the University’s Terms and Conditions and agrees to do business by Electronic means. To review these Terms & Conditions, see http://www.uthscsa.edu/business/purchasing/TermsandConditions.html, or contact the UTHSCSA Purchasing Department at (210) 562-6200 to obtain a copy by mail or fax.

Delivery in _______ Days  
Payment Discount _______% Days

Authorized Signature
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TERMS AND CONDITIONS: ITEMS BELOW APPLY TO AND BECOME 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. 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. 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.

1.4. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.

1.5. Bid prices are requested to be firm for UTHSCSA 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.

1.6. 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 the UTHSCSA based on an acceptable written reason.

1.8. 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.

1.9. 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 the bid. 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:

   Sole Owner Social Security Number:

1.10. Consistent and continued tie bidding could cause rejection of bids by the UTHSCSA and/or investigation for antitrust violations.

1.11. Inquiries pertaining to RFBs must include the RFB number and opening date.

1.12. Submission of a quotation in response to this RFB indicates bidder’s acceptance of the award selection process and criteria.

2. SPECIFICATION:
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Bill To: UTHSC-SA
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San Antonio TX 78229
United States
Payment Terms: NET 30

BID ID: 0000009795
Buyer: Esther Michael
Phone: 210-562-6200

BID Open Date: 07/24/2013 09:00:00 CST
BID Closing Date: 08/07/2013 15:00:00 CST

Vendor Quote #:

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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 NEKO.

2.4. 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 bidder’s expense. Each sample should be marked with bidder’s name and address, and requisition number. Do not enclose in or attach bid to sample.

2.5. The University will not be bound by any oral statement or representation contrary to the written specifications of this RFB.

2.6. Manufacturer’s standard warranty shall apply unless otherwise stated in the RFB.

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 receiving agency’s designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Unrealistic delivery promises may cause bid to be disregarded.

4.2. If delay is foreseen, vendor shall give written notice to the UTHSCSA and the ordering agency. Vendor must keep the UTHSCSA and ordering agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the UTHSCSA 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 UTHSCSA.

4.4. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

4.5. The Texas Hazard Communication Act (Article 5182b, VTCS) 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. AWARD OF CONTRACT:
A response to this RFB is an offer to contract based upon the terms, conditions, and specifications contained herein.
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Phone: 210-562-6200

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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.

Best Value: The bidder awarded an order under this RFP will be that bidder whose quotation, as presented in their response to this RFP, provides best value to UTHSCSA. In addition to price, the factors set forth in Section 51.9335 Education Code, will be considered in determining an award. The University 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 the University. Any contract may also be extended up to three months at the sole discretion of the University.

The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Bexar County, Texas.

Cash discounts will not be considered in determining award, unless otherwise indicated per the bid documents.

6. PAYMENT:
Vendor shall submit an itemized invoice showing the Purchase Order number. The UTHSCSA will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods and services and an uncontested invoice.

7. PATENTS OR COPYRIGHTS:
The vendor agrees to protect the University from claims involving infringement of patents or copyrights.

8. 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. Sec. 15.01, et seq. (1967).

9. BIDDER AFFIRMATIONS:
9.1 By signature hereon, Bidder represents and warrants the following:
9.1.1 Bidder acknowledges and agrees that (1) this RFP is a solicitation for a bid and is not a contract or an offer to contract; (2) the submission of a bid by Bidder in response to this RFP will not create a contract between University and Bidder; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP; and (4) Bidder will bear, as its sole risk and responsibility, any cost arising from Bidder's preparation of a response to this RFP.
9.1.2 Bidder is a reputable company that is lawfully and regularly engaged in providing the Services.
9.1.3 Bidder has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
9.1.4 Bidder is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations and ordinances.
9.1.5 Bidder understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in Section 4 of this RFP, under which Bidder will be required to operate.
9.1.6 If selected by University, Bidder will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
9.1.7 If selected by University, Bidder will maintain any insurance coverage as required by the Agreement during the term thereof.
9.1.8 All statements, information and representations prepared and submitted in response to this RFP are current,
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<td>complete, true and accurate. Bidder acknowledges that University will rely on such</td>
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<td>statements, information and representations in selecting Contractor. If selected by</td>
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<td>University, Bidder will notify University immediately of any material change in any</td>
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<td>matters with regard to which Bidder has made a statement or representation or provided</td>
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<td>information. BIDDER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY,</td>
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<td>AND HOLD HARMLESS UNIVERSITY, THE UNIVERSITY OF TEXAS SYSTEM, THE STATE OF TEXAS,</td>
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<td>AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST</td>
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<td>ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY</td>
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<td>NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN</td>
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<td>INVESTIGATING, DEFEND OR SETTLING ANY OF THE FOREGOING, ARISING OUT</td>
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<td>OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL</td>
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<td>MISCONDUCT OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF</td>
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<td>BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING</td>
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|      |      | FROM THIS RFB.

9.1.10 Pursuant to Sections 2107.008 and 2252.903, GOVERNMENT CODE, any payments owing to Bidder under any contract or agreement resulting from this RFB may be applied directly to any debt or delinquency that Bidder owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

9.2 By signature hereon, Bidder offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFB.

9.3 By signature hereon, Bidder affirms that it has not given or offered to give, nor does Bidder intend 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 its submitted bid. Failure to sign this Bidder Affirmation, or signing with a false statement, may void the submitted bid or any resulting contracts, and the Bidder may be removed from all bid lists at University.

9.4 By signature hereon, Bidder certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or that Bidder is exempt from the payment of those taxes, or that Bidder is an out-of-state tangible entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University’s option, may result in termination of any resulting contract or agreement.

9.5 By signature hereon, Bidder hereby certifies that neither Bidder nor any firm, corporation, partnership or institution represented by Bidder, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., 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.

9.6 By signature hereon, Bidder certifies that the individual signing this document and the documents made a part of this RFB, is authorized to sign such documents on behalf of Bidder and to bind Bidder under any agreements and other contractual arrangements that may result from the submission of Bidder’s bid.

9.7 By signature hereon, Bidder certifies as follows:

"Under Section 231.006, Family Code, relating to child support, Bidder certifies that the individual or business entity named in the Bidder’s bid is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFB may be terminated if this certification is inaccurate."
9.8 By signature hereon, Bidder certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Bidder that is a sole proprietorship, the officers or directors of any Bidder that is a corporation, the partners of any Bidder that is a partnership, the joint venturers 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 employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Bidder has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Bidder’s bid or any contract resulting from this RFP (ref. Section 669.001, Government Code). All disclosures by Bidder in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Bidder.

9.9 By signature hereon, Bidder certifies that in accordance with Section 2155.004, GOVERNMENT CODE, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFP.

In addition, Bidder certifies that an award of a contract to Bidder will not violate Section 2155.006, Government Code, prohibiting University from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or 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, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, Government Code, Bidder certifies that Bidder is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.

9.10 By signature hereon, Bidder certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

9.11 By signature hereon, Bidder represents and warrants that all products and services offered to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

9.12 Bidder will and has disclosed, as part of its bid, any exceptions to the certifications stated in this Bidder’s Affirmation. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Bidder.

9.13 If Bidder will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Bidder’s bid them, pursuant to Section 361.965(c), Health & Safety Code, Bidder certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, Texas Administrative Code. Section 361.952(2), Health & Safety Code states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a
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9.14 Bidder should complete the following information:

If Bidder is a Corporation, then State of Incorporation: __________

If Bidder is a Corporation then Bidder's Corporate Charter Number: __________

RFB No.: __________

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Bidder Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Bidder's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

9.15 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 Section 2155.44 (c) (2) of the Texas Government Code and in Title 34, Rule 20.32 (68) of the Texas Administrative Code.