

THE UNIVERSITY OF TEXAS MEDICAL BRANCH

INVITATION TO BID

Vendor Name: _____

ITB No.: 10-25

Address: _____

Submittal Deadline: 10/29/2009
3:00 PM; local Galveston, Texas time

Phone: _____

Contact Information

Fax #: _____

Buyer: Peter C. Martin, C.P.M.

Phone No: 281-338-8658

e-mail: pcmartin@utmb.edu

Authorized Signature: _____

Printed Signature: _____

Date: _____

THIS ITB IS A SOLICITATION FOR BID AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

1.0 Bid Instructions and Award Process

- 1.1 This Invitation to Bid (ITB) **must be signed** and returned with your bid for the items/products listed per **Attachment 1** – Specifications and Price Schedule. Failure to sign and return this form and a completed Price Schedule and adherence to all requirements directed herein will be a basis for disqualification.
- 1.2 One (1) paper copy of the Bid, one fax copy of the Bid, or one (1) electronic version must be submitted and received in the UTMB Logistics/Acquisition's Department on or before the time and date specified above and delivered, faxed, or e-mailed to:

Mailing Address: UTMB/Central Purchasing
301 University Blvd.
Galveston, Texas 77555-0905

Overnight Mail Address: UTMB/Central Purchasing
(Physical Address) Clear Lake Center
20740 Gulf Freeway, Suite 200
Webster, Texas 77598

Fax Number: (281) 554-5263

e-mail: Vendor.bids@utmb.edu

Instructions for e-mail bids:

- e-mail responses to this solicitation are for convenience only.
- Bidder is responsible for verifying receipt of e-mail by UTMB.
- Bid must be signed and in an Adobe Acrobat (.pdf) format, zip files are acceptable.
- Any e-mail response over ten megabytes (10MB) in size will be rejected.
- UTMB is not responsible for internet outages or other circumstances that may affect Bidder's electronic submission.

NOTE: *Show the ITB number and submittal date in the lower left-hand corner of your sealed proposal envelope, fax cover-sheet, or subject line of your e-mail.*

Bidders wishing to submit a “No-Bid” are requested to return the ITB Form. The returned form should be signed by bidder and include the words “No-Bid”.

- 1.3 Late bids properly identified will be returned to Bidder unopened. Late bids will not be considered under any circumstances.
- 1.4 All bids will be publicly opened and read at the stated bid opening time. Bids will be read to reflect the quoted bid total only. To learn the results of the other bids, the bidder must either attend the bid opening meeting, or bidders may submit a written request for the bid results.
- 1.5 UTMB reserves the right to accept or reject any or all bids, waive any formalities, or minor technical inconsistencies, delete any item/requirement from this ITB or resulting Purchase Order when deemed to be in UTMB’s best interest. UTMB reserves the right to accept all, or any part of, the bidder’s quote at the quoted prices. Representations made within the quote will be binding on responding bidders. UTMB will not be bound to act by any previous communication or proposal submitted by bidders other than this ITB.
- 1.6 The bidder awarded an order under this ITB will be that bidder whose Bid, as presented in their response to this ITB, provides best value to UTMB. In addition to price, the factors set forth in Section 74.008, Education Code, will be considered in determining an award.
- 1.7 Cash discounts will not be considered in determining an award, unless otherwise indicated per the bid documents.
- 1.8 Submission of a Bid in response to this ITB indicates bidder’s acceptance of the award selection process and criteria.

2.0 Bidder’s Affirmations

By signature hereon, Bidder represents and warrants the following:

- A. Bidder acknowledges and agrees that (1) this ITB 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 ITB will not create a contract between UTMB and Bidder; (3) UTMB has made no representation or warranty, written or oral, that one or more contracts with UTMB will be awarded under this ITB; and (4) Bidder will bear, as its sole risk and responsibility, any cost arising from Bidder’s preparation of a response to this ITB.
- B. Bidder is a reputable company that is lawfully and regularly engaged in providing products and/or performing the services.
- C. Bidder has the necessary experience, knowledge, abilities, skills, and resources to provide the products and/or perform the services.
- D. 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.
- E. Bidder understands (i) the requirements and specifications set forth in this ITB and (ii) the terms and conditions set forth under which Bidder will be required to operate.
- F. If selected by UTMB, Bidder will not delegate any of its duties or responsibilities under this ITB or any resulting order to any subcontractor, except as expressly provided in the order.

- G. If selected by UTMB, Bidder will maintain any insurance coverage as required by the order and/or contract during the term thereof.
- H. All statements, information and representations prepared and submitted in response to this ITB are current, complete, true and accurate. Bidder acknowledges that UTMB will rely on such statements, information and representations in selecting the successful Bidder. If selected by UTMB, Bidder will notify UTMB immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.
- I. Bidder will defend, indemnify, and hold harmless UTMB, The University of Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all claims, actions, suits, demands, costs (including, but not limited to reasonable attorneys' fees), damages, and liabilities, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Bidder or any agent, employee, subcontractor, or supplier of Bidder in the execution or performance of any order, contract or agreement resulting from this ITB.
- J. Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Bidder under any order, contract or agreement resulting from this ITB 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.
- K. Bidder offers and agrees to provide the products and/or furnish the services to UTMB and comply with all terms, conditions, requirements and specifications set forth in this ITB.
- L. 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.
- M. A corporate Bidder certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, *Tax Code*, or that the corporate Bidder is exempt from the payment of such taxes, or that the corporate Bidder is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification will be deemed a material breach of contract and, at UTMB's option, may result in termination of any resulting order, contract or agreement.
- N. 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.
- O. Bidder certifies that the individual signing this document and the documents made a part of this ITB, 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.
- P. 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 award and acknowledges that any agreements or other contractual arrangements resulting from this ITB may be terminated if this certification is inaccurate."
- Q. 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 UTMB in writing and (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. All disclosures by Bidder in connection with this certification will be subject to administrative review and approval before UTMB enters into a order, contract or agreement with Bidder.

- R. 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 ITB. In addition, Bidder certifies that an award of a contract to Bidder will not violate Section 2155.006, *Government Code*, prohibiting UTMB 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 Contract and acknowledges that the Contract may be terminated and payment withheld if these certifications are inaccurate.
- S. Bidder certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- T. Bidder represents and warrants that all products and services offered to UTMB in response to this ITB 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 ITB.
- U. Bidder certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. A breach of this certification is a violation of the Equal Opportunity clause. The term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, entertainment areas, and transportation or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Bidder further agrees that, except where it has contracts prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Bidder will retain the certifications for each one of its subcontractors in Bidder's files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

Bidder understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

- V. Bidder confirms that neither Bidder nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from State of Texas or United States (“U.S.”) federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs (<http://www.epls.gov/>) issued by the U.S. General Services Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Bidder will provide immediate written notification to UTMB if, at any time prior to award, Bidder learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when UTMB executes this Contract. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to the other remedies available to UTMB, UTMB may terminate this Contract for default by Bidder.
- W. Bidder acknowledges that UTMB is prohibited by federal regulations from allowing any employee, representative, agent or subcontractor of Bidder to work on site at UTMB’s premises or facilities if that individual is not eligible to work on federal healthcare programs including Medicare, Medicaid, or other similar federal programs. Therefore, Bidder will not assign any employee, representative, agent or subcontractor that appears on the List of Excluded Individuals issued by the United States Office of the Inspector General (“OIG”) to work on site at UTMB’s premises or facilities. Bidder will perform an OIG sanctions check quarterly on each of its employees, representatives, agents, and subcontractors during the time the employees, representatives, agents, or subcontractors are assigned to work on site at UTMB’s premises or facilities. Bidder acknowledges that UTMB will require immediate removal of any employee, representative, agent, or subcontractor of Bidder assigned to work at UTMB’s premises or facilities if the employee, representative, agent, or subcontractor is found to be on the OIG’s List of Excluded Individuals. The OIG’s List of Excluded Individuals may be accessed through the following Internet website:
<http://www.dhhs.gov/progorg/oig/cumsan/index.htm>
- X. Bidder covenants and agrees that as required by Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under any resulting order, contract or agreement, Bidder shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- Y. Bidder will and has disclosed, as part of its bid, any exceptions to the certifications stated herein. All such disclosures will be subject to administrative review and approval prior to the time UTMB makes an award or enters into any order, contract or agreement with Bidder.
- Z. "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 ITB may be terminated if this certification is inaccurate."

4.0 Payment Terms

UTMB’s payment terms are 2%/10 NET 30.

5.0 Delivery

All deliveries must be F.O.B. Destination (UTMB), Full Freight Allowed, unless otherwise noted by Bidder. If quoting otherwise, show exact cost to deliver, not to exceed freight charges.

6.0 Terms and Conditions

6.1 This ITB and any order resulting here shall be subject to UTMB's General Terms & Conditions. A copy may be obtained by contacting the Bid Clerk at 409-747-8000 or at the following link:

http://www.utmb.edu/logistics/forms_library/Acquisitions%20Forms%20-%20KB/General%20T&Cs%201.17.doc

6.2 This ITB is issued subject to and in accordance with the laws of the State of Texas. Any action hereunder shall be in a court of competent jurisdiction located in Galveston County, Galveston, Texas.

ATTACHMENT 1

SPECIFICATION AND PRICE SCHEDULE

ITB NO: 10-25

1.0 Specifications

- 1.1 The term of this Agreement (“**Agreement Term**”) will begin when executed by both parties (“**Effective Date**”) and continuing for a period of five (5) years with annual renewal.
- 1.2 **The items listed below will be ordered on an as needed basis.** Quantities identified herein are estimates only for the first year of the Agreement. UTMB guarantees no minimum quantity to be ordered under the awarded purchase order.
- 1.3 UTMB reserves the right to acquire, with written notice, additional quantities beyond the estimated quantities identified herein during the term of this order at the prices stated below.
- 1.4 Any catalog, brand name or manufacturers’ reference used in this ITB is descriptive only (not restrictive) and is to indicate type and quality desired. Quotes of like nature and quality will be considered unless advertised as a Proprietary Purchase (ref. 2155.067 Gov’t Code)
- 1.5 If quoting other than the brand names or manufacturers referenced product literature and technical data sheets must accompany your quotation response. UTMB reserves the right to request samples of products quoted other than those referenced below.

2.0 Price Schedule

	Description	MFG #	Qty	UOM	Price	Total
1	Gray trash liners, 40x46, 1.3mil	LPF4046X3G	140	CS		
2	Black trash liners, 38x60,1.5 mil, 100/cs	ESSO60XH	150	CS		
3	Brown single fold paper towel, 4000/cs	PS4301	8	CS		
4	Brown Multifold towel	PS4302	105	CS		
5	Wyll Dry up towel 200/ct	KCC05860	90	CT		
6	Simple Green Cleaner/Degreaser, 6 gallons/cs	SMP 13005	15	CS		
7	Dial hand soap, 7.5 oz., 12/cs	DIA84014	20	CS		
8	Ultra Sunlight Dish Detergent, 14.7 oz., 20/cs	DRK CB435143	15	CS		
9	Ultra Clorox bleach, 6/cs	CLO 02490	50	CS		
10	Microfiber Pad Holder, 24" wet/dry frame, 6/cs	RCP-Q570	10	CS		
11	Microfiber Pad Holder 18" wet/dry frame, 6/cs	RCP-Q560	20	CS		
12	Microfiber 24" wet mopping pad, 12/cs	RCP-Q411BLU	10	CS		
13	Microfiber 18" wet mopping pad, 12/cs	RCP-Q410BLU	30	CS		
14	Microfiber quick connect handle, 58", 6/cs	RCP-Q750	20	CS		
15	Angle broom handle, aluminum, 6/cs	RCP-6385GRA	20	CS		
16	Heavy-Duty dust pan, plastic, 12/cs	RCP-2005CHA	8	CS		
17	Box sealing tape, clear, 6/cs	UVS-Sealing Tape	12	CS		

18	Laundry detergent, Tide-HE (Front-Loading machines), 170 oz., 2/cs	TIDE-HE LAUNDRY	15	CS		
19	Soft foam ear plugs	MCO-1120	8	CS		
20	Rubber boots, all sizes	Rubber Boots	20	PR		
21	Provon tearless shampoo & body wash, 4/1gallon/cs	GOJ440	6	CS		
22	Wet mop head compact, 6/cs	RCP A152	10	CS		
23	Ziplock bags, gallon 250/cs	DRK94602	8	CS		
24	Ziplock bags sandwich, 500/cs	DRK94600	8	CS		
25	General Purpose masking tape, 2", 24/cs	UVS51302	8	CS		
26	Impact & Splash safety goggles, 24/cs	CAB 40660	6	CS		
27	Black Tampico counter brush, 12/cs	BRU 5208	5	CS		

3.0 Please note items must be delivered no later than 2 business days after order placement. Estimated time of delivery for the above quotes items is: _____ after receipt of order (ARO).

4.0 Pricing Rate Increase

Respondent may quote a negotiable, "not to exceed", maximum pricing rate increase, after the initial one (1) year of the Agreement Term, in the rates quoted above. The pricing rate increase shall be on an annual basis for the next four (4) twelve (12) month periods of the Agreement Term.

Not to exceed _____% per twelve (12) month period.

It will be the Seller's responsibility to justify any pricing rate increase and to substantiate the extent any rising costs have increased the Seller's total operating costs prior to UTMB's acceptance of any pricing rate increase.

Submitted by:

Company Name

Authorized Signature

Printed Name and Title

Date