



**THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN
INVITATION FOR BIDS**

IF NOT BIDDING
DO NOT RETURN THIS FORM.
**BIDDER AGREES TO COMPLY WITH
ALL TERMS & CONDITIONS OF THIS IFB**

**BID OPENING ▶ 09/25/2019
Wednesday, 3:00 P.M.**

Requisition No. 742-20-157A

τ **FAILURE TO SIGN WILL DISQUALIFY BID** τ

AGENCY TO INVOICE
THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN 4901 EAST UNIVERSITY BLVD ODESSA, TEXAS 79762 ATTN: ACCOUNTS PAYABLE DEPARTMENT
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE
The University of Texas of the Permian Basin 4901 E. University Blvd. Odessa, Texas 79762 Attn: Central Receiving

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 TAC Rule 113.2 (68).**

DELIVERY IN ___ DAYS, CASH DISCOUNT ___% ___ DAYS

WHEN BIDDING:

Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

τ **VENDOR ADDRESS AND IDENTIFICATION NUMBER** τ

IF BIDDING, RETURN SEALED BIDS TO:

THE UNIVERSITY OF TEXAS OF THE PERMIAN BASIN
 4901 E. UNIVERSITY, ODESSA, TEXAS 79762
OR HAND DELIVER TO: ROOM 4270, 4TH FLOOR
 MESA BLDG. (8A.M.-12P.M. AND 1P.M.-5P.M.)
OR OVERNIGHT/EXPRESS MAIL TO:
 4901 E. UNIVERISTY, ROOM 4270
 ODESSA, TEXAS 79762

FAX NUMBER FOR **BIDS & ADDENDUMS** ONLY:
432-552-3790

Vendor ID # _____

THE ID NUMBER IS THE PAYEE IDENTIFICATION NUMBER ASSIGNED AND USED BY THE COMPTROLLER OF PUBLIC ACCOUNTS OF TEXAS TO PROCESS PAYMENT FOR GOODS/SERVICES. ENTER THIS NUMBER IN THE SPACE PROVIDED ABOVE IF NUMBER IS NOT PREPRINTED. IF THIS NUMBER IS NOT KNOWN, PLEASE VISIT <http://www.window.state.tx.us/taxinfo/taxforms/ap-152.pdf> TO SET UP A TEXAS IDENTIFICATION NUMBER.

PLEASE ALSO ENTER YOUR FEDERAL EMPLOYERS IDENTIFICATION NUMBER:

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP AND COMPLETE SECTION 11:

In an effort to minimize identity theft, every company MUST have an Employer Identification Number (EIN), also known as a federal tax identification number prior to award of a contract. 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/>

PREFERENCES

In case of tie bids, one or more preferences described in TAC Rule 113.8 and listed below will be used to make an award. Tie bids which cannot be resolved by application of one or more preferences shall be made by drawing lots.

Check below to claim a preference under TAC Rule 113.8

- () Supplies, materials or equipment produced in TX/offered by TX bidder*
- () 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
- () Vendors that meet or exceed air quality standards

TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.

<p>1. BIDDING REQUIREMENTS:</p> <p>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.</p> <p>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.</p> <p>1.3. Bids must be time stamped at The University of Texas of the Permian Basin (UTPB) on or before the hour and date specified for the bid opening.</p> <p>1.4. 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.</p> <p>1.5. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.</p> <p>1.6. Bid prices are requested to be firm for UTPB acceptance for 30 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.</p> <p>1.7. Bidder should enter Texas Identification Number System (TINS) 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 a bid, in the block provided in the upper right hand corner.</p>	<p>1.8. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TBPC based on an acceptable written reason.</p> <p>1.9. Purchases made for University 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.</p> <p>1.10. AWARD NOTICE: The University reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the University and to reject any and all bid items at the sole discretion of the University. The University also 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.</p> <p>1.11. Consistent and continued tie bidding could cause rejection of bids by the UTPB and/or investigation for antitrust violations.</p> <p>1.12. The telephone number for FAX submission of bids is 1-432-552-3790. This is the only number that will be used for the receipt of bids. The University shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.</p> <p>1.13. Inquiries pertaining to IFBs must include the requisition number, class/item codes, and opening date.</p>	<p>2. SPECIFICATION:</p> <p>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, and 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.</p> <p>2.2. Unless otherwise specified, items shall be new and unused and of current production.</p> <p>2.3. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.</p> <p>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.</p> <p>2.5. The University will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).</p> <p>2.6. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.</p> <p>3. TIE BIDS: Awards will be made in accordance with TAC Rule 113.6 (b) (3) and 113.8 (Preferences).</p>
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<p>4. DELIVERY:</p> <p>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. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.</p> <p>4.2. If delay is foreseen, vendor shall give written notice to the ordering agency. Vendor must keep the agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the University to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.</p> <p>4.3. No substitutions permitted without written approval of UTPB.</p> <p>4.4. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.</p> <p>5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the University. Authorized UTPB 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 vendor 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 University's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.</p> <p>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 an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the</p>	<p>State of Texas. 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 Ector County, Texas.</p> <p>7. PAYMENT: Vendor shall submit 2 copies of an itemized invoice showing University order number and agency requisition number on all copies. The University will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.</p> <p>8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the University from claims involving infringement of patents or copyrights.</p> <p>9. 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).</p> <p>10. BIDDER AFFIRMATION: 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 shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:</p> <p>a. 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.</p> <p>b. 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 or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.</p>	<p>c. Pursuant to Section 2155.004, Government Code, the bidder has not received compensation for participation in the preparation of the specifications for this IFB.</p> <p>d. Pursuant to Section 231.006 (d), 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.</p> <p>e. Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.</p> <p>f. The Contractor shall defend, indemnify, and hold harmless the State of Texas, The University of Texas of the Permian Basin, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.</p> <p>g. 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.</p> <p>h. Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:</p> <p>Name of Former Executive: _____</p> <p>Name of State Agency: _____</p> <p>Date of Separation from State Agency: _____</p> <p>Position with Bidder: _____</p> <p>Date of Employment with Bidder: _____</p> <p>i. Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.</p>
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<p>j. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.</p> <p>k. The University of Texas of the Permian Basin is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, http://www.epls.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.</p> <p>l. 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.epls.gov.</p>	<p>11. Pursuant to Section 231.006 (c), Family Code, bid must include Names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Enter Name & Social Security Numbers for each person. This information must be provided prior to contract award.</p> <p>Name: _____ Social Security Number: _____</p> <p>Name: _____ Social Security Number: _____</p> <p>Name: _____ Social Security Number: _____</p> <p>Name: _____ Social Security Number: _____</p> <p>12. NOTE TO BIDDER: Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.</p> <p>13. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the University and the contractor to attempt to resolve all disputes arising under this contract.</p> <p>14. NON-APPROPRIATION OF FUNDS: The State's funds are contingent on the availability of lawful appropriations by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this Contract, the order will terminate as of the date that the funding expires, and the University will have no further obligation to make any payments.</p> <p>15. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the respondent.</p>	<p>16. TECHNOLOGY ACCESS CLAUSE: 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 the qualified ordering entity that the technology provided to the qualified ordering entity 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:</p> <ul style="list-style-type: none"> a) Providing equivalent access for effective use by both visual and non visual means; b) Presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and c) Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. <p>For purposes of this clause, 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 that would constitute reasonable accommodations under the Federal 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.</p> <p>16.1. "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."</p>
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INVITATION FOR BIDS
 RETURN SEALED BIDS TO:
The University of Texas of the Permian Basin
 4901 E. University Blvd.
 Odessa, Texas 79762
 ATTN: Purchasing Department

BID OPENING ▶ 09/25/2019
Wednesday, 3:00 P.M.

VENDOR
VENDOR ID # (VENDOR NAME)

ITEM NO.	CLASS & ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENSION
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This bid is being offered under the Texas Education Code

Blanket order for providing pints of chocolate milk for 500 pints per wk
 Athletic Department to be delivered weekly.
 Beginning October 1, 2019 thru August 31, 2020.

Additional types of products such as whole, 2% or comparable
 Can be included as additional options for consideration.

PLEASE INCLUDE DELIVERY CHARGES AND ANY OTHER RELATED CHARGES

FOR QUESTIONS REGARDING THIS IFB PLEASE CONTACT:

Diana Rodriguez (rodriguez_d@utpb.edu)
 432-552-2792