

UNT | SYSTEM™

INVITATION FOR BID

IFB No.: IFB752-19-230879-DB
Title: Motorized, Focusable, Digital Microscope

Bid Submittal Deadline: May 10, 2019, 2:00 pm, local time

Prepared by:
Deborah Brennan
University of North Texas System Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, Texas 76205
Date Issued: April 26, 2019

SECTION 1: INTRODUCTION

1.1 UNTS System Description

The University of North Texas System (UNTS) is a University system that is composed of the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in downtown Dallas. The three independent universities of the UNT System have combined enrollment of just over 42,000 students across five major teaching locations, including each main campus as well as Frisco and downtown Dallas. Bids submitted in response to this IFB shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

1.2 Background

The University of North Texas System (UNTS) is seeking bids for a Motorized, Focusable, Digital Microscope (NIGP commodity code 490-57). This microscope will be used in evaluating cotton quality. It is an essential to acquire high-resolution images of cotton cross-sections. The image magnification is near 500x. Each image covers a view area smaller than 1mm². A motorized x-y stage is needed to transport the sample slide for a large scale of data acquisition. The slides will be moved to a different position, the sample needs to be refocused before grabbing an image. The microscope will need the capacity to capture a sequence of images at different focal planes (depths) and fuse the images into one fully focused image for the analysis.

1.3 Group Purchase Authority

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Bidder(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof.

SECTION 2: NOTICE TO BIDDER

2.1 Submittal Deadline

UNTS will accept responses submitted to this IFB until 2:00 p.m. on May 10, 2019 (the "Submittal Deadline"). Late bids will not be considered under any circumstance.

2.2 UNTS Contact Person

Bidders will direct all questions or concerns regarding this IFB to the following UNTS contact ("UNTS Contact"):

Deborah Brennan, Sr. Buyer

The University specifically instructs all interested parties to restrict all contact and questions regarding this IFB to written communications forwarded to the UNTS Contact via the following link: <https://www.untsystem.edu/bid-inquiry>.

The UNTS Contact must receive all questions or concerns no later than 2:00 pm local time on May 1, 2019. It is UNTS' intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern.

Answers to questions will be posted via addendum to this IFB on UNTS Business Service Center Bid Opportunities web page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly advised to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

2.3 Schedule of Events

Issuance of IFB	4/26/2019
Deadline for questions/concerns.....	5/1/2019, 2:00 pm Local Time (Ref. Section 2.2 of this IFB)
Answers to questions posted	5/6/2019, 2:00 pm Local Time
Submittal deadline.....	5/10/2019, 2:00pm Local Time (Ref. Section 2.1 of this IFB)
Public Opening.....	5/10/2019,2:00pm Local Time BSC Training Room 4202A

Note: This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.

2.4 Historically Underutilized Businesses

In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of \$100,000 or more shall, before agency solicits bids, Bids, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

UNTS has determined that subcontracting opportunities (check one) are probable are not probable under the agreement.

SECTION 3: SUBMITTAL OF BID

3.1 Number of Copies

Bidder must submit one (1) complete original copy of its *entire* bid. An *original* signature by an authorized officer must appear on the Execution of Offer (ref. Appendix One, Section 2) of submitted bid. The bid bearing an original signature should contain the mark "original" on the front cover of the bid.

The University does not consider electronic signatures to be valid for submittal of competitive solicitation responses. Therefore, the original signature must be a "wet signature."

It is also requested, but not required, that one (1) USB flash drive be included. This should contain the entire bid response; any spreadsheets should remain in Excel format.

3.2 Submittal

Bids must be received by UNTS on or before the submittal deadline (ref. Section 2.1 of this IFB) and are to be delivered to:

University of North Texas System
Procurement Services
Business Service Center
1112 Dallas Drive, Suite 4000
Denton, TX 76205

Bidder should submit all Bid materials enclosed in a sealed envelope, box, or container. The IFB No. and the Submittal Deadline (ref. Section 2.1 of this IFB) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Bidder should be clearly visible.

3.3 Bid Validity Period

Each bid must state that it will remain valid for UNTS' acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and, any unforeseen delays. Should circumstances arise that require an extension to this period, UNTS reserves the right to provide extensions at its discretion.

3.4 Terms and Conditions

- 3.4.1 Bidder must comply with the requirements and specifications contained in this IFB, including the Specifications (ref. Section 5 of this IFB) and Notice to Bidder (ref. Section 2 of this IFB). If there is a conflict among the provisions in this IFB, the provision requiring Bidder to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:
- 3.4.1.1 Specification (ref. Section 5 of this IFB),
 - 3.4.1.2 Notice to Bidders (ref. Section 2 of this IFB).

3.5 Submittal Checklist

Bidder is to complete, sign, and return the following documents as a part of its Bid. Failure to return each of these items with the Bid may result in rejection of the Bid.

- 3.5.1 Signed and completed Execution of Offer (ref. Appendix One, Section 2).
- 3.5.2 Completed Pricing/Fees Schedule (ref. Section 5.3 of this IFB).

SECTION 4: GENERAL TERMS AND CONDITIONS

UNTS' standard purchase order terms and conditions can be found at https://www.untsystem.edu/sites/default/files/bsc_po_terms_12.19.2017.pdf. Additionally, attached is a sample Services Agreement (refer to Section 3.4.2 of this IFB).

4.2 Exceptions

Any exceptions to the terms in either our standard purchase order terms and conditions or those included in the sample agreement should be clearly stated and included in a separate section of the Bidder's response and marked "exceptions". Bidders are advised that should UNTS not accept a stated exception, the result might be in the disqualification of the Bid.

SECTION 5: SCOPE OF SERVICES

5.1 Vendor Minimum Requirements/Qualifications

- 1. Specialized in precision measuring instruments and certified technician;
- 2. Manufacturer or authorized distributor; and
- 3. Able to deliver the product.

5.2 Specifications/Deliverables

The microscope must:

- 1. Output digital images of an object such as cotton cross-section slides;
- 2. Have motorized x-y stage that can transport slides to scan large quantity fibers;
- 3. Be automatically focusable in z so that it can always capture sharp images at different positions of the slide;
- 4. Have image fusion function; and

5.3 Pricing

Bidders are to complete the Pricing/Fee Schedule listed below and include with bid response. Prices must be all inclusive.

Pricing/Fee Schedule			
LINE	DESCRIPTION	QTY	PRICE
1	LV100ND-U-CH	1	\$ -
2	POWER CABLE	2	\$ -
3	LV-UEPI-N-CH EPI ILLUMINATOR BF/DF/DIC	1	\$ -
4	LV-PO POLARIZER FOR LV-UEP12	1	\$ -
5	L-AN ANALYZER FOR LV-U EPI (EPI POL & DIC)	1	\$ -
6	YM-NCB11 FILTER SLIDER	1	\$ -
7	ND4/16 FILTER SLIDER	1	\$ -
8	LV-LH50PC-CH LAMPHOUSE 50W PRECENTERED W/ MIRROR FOR EPI & DIA LV150N, LV150NA	2	\$ -
9	LV-HL50W 12V/50W LL HALOGEN LAMP	4	\$ -
10	LV-T13-CH ERECT IMAGE TRINOCULAR BODY F TYPE	1	\$ -
11	C-0.55 DS RELAY LENS 0.55 X NC	1	\$ -
12	CFI 10X EYEPEICE F.N. 22MM REPLACES MAK10100	2	\$ -
13	C-LAR LWD ACHROMAT CONDENSER, REPLACES MBL 16100	1	\$ -
14	C-N SEXTUPLE NOSEPIECE REPLACES MBP71315, MBP71300	1	\$ -
15	DUST COVER H550S	1	\$ -
16	TU PLAN FLUOR EPI 5X OBJECTIVE	1	\$ -
17	TU PLAN FLUOR EPI 10X OBJECTIVE	1	\$ -
18	TU PLAN FLUOR EPI 20X OBJECTIVE	1	\$ -
19	TU PLAN FLUOR EPI 50X OBJECTIVE	1	\$ -
20	3 AXIS MOTORIZED STAGE SYSTEM FOR NIKON LV-100ND-U-CH MICROSCOPE (PRIOR PART # ES103)	1	\$ -
21	GLASS PLATE	1	\$ -
22	DIGITAL SIGHT DS-FI3 CAMERA	1	\$ -
23	AC ADAPTER	1	\$ -
24	USB 3.0 A TO MICROB ANGLD W/LCK SCRW, 3M	1	\$ -
25	NIS-ELEMENTS DOCUMENTATION	1	\$ -
26	NIS-ELEMENTS MODULE: MOTORIZED FOCUS CONTROL	1	\$ -
27	NIS-ELEMENTS MODULE: MOTORIZED STAGE CONTROL	1	\$ -
28	NIS-ELEMENTS MODULE: EXTENDED DEPTH OF FOCUS	1	\$ -
29	INSTALLATION	1	\$ -
	TOTAL		\$ -

APPENDIX ONE

Section 1: Affirmations and Confirmations

1.1 Purpose

UNTS is soliciting competitive Bids from Bidders having suitable qualifications and experience providing goods and/or services in accordance with the terms, conditions and requirements set forth in this IFB. This IFB provides sufficient information for interested parties to prepare and submit Bids for consideration by UNTS.

By submitting a Bid, Bidder certifies that it understands this IFB and has full knowledge of the scope, nature, quality, and quantity of the good and/or services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Bidder also certifies that it understands that all costs relating to preparing a response to this IFB will be the sole responsibility of the Bidder.

BIDDER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS IFB CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

UNTS may in its sole discretion respond in writing to written inquiries concerning this IFB and mail its response as an Addendum to all parties recorded by UNTS as having received a copy of this IFB. Only UNTS's responses that are made by formal written Addenda will be binding on UNTS. Any verbal responses, written interpretations or clarifications other than Addenda to this IFB will be without legal effect. All Addenda issued by UNTS prior to the Submittal Deadline will be and are hereby incorporated as a part of this IFB for all purposes. This addenda shall be posted to UNTS' Bid Opportunities Web Page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly encouraged to visit this page at least four (4) business days prior to submitting your response to ensure that you have received all applicable addenda.

Any interested party that receives this IFB by means other than directly from UNTS is responsible for notifying UNTS that it has received an IFB package, and should provide its name, address, telephone number and FAX number to UNTS, so that if UNTS issues Addenda to this IFB or provides written answers to questions, that information can be provided to such party.

1.3 Public Information

Bidder is hereby notified that UNTS strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

All information, documentation, and other materials submitted in response to this IFB is subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Bidder will be advised of a request for public information that implicates their materials if those materials are marked "Confidential and Proprietary" and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.

1.4 Type of Agreement

UNTS utilizes a Purchase Order or to memorialize the award.

1.5 Evaluation Process

Selection of the successful offer submitted in response to this IFB by the submittal deadline will be made using the competitive process described below. The selection of the successful offer may be made by UNTS on the basis of the offers initially submitted, without discussion, clarification or modification. Further action on offers not included within the competitive range will be deferred pending the selection of the successful offer. However, UNTS reserves the right to include additional offers in the competitive range if deemed to be in its best interest. UNTS is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by UNTS.

Additionally, pursuant to Section §2252.002, *Government Code*, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

- 1.9.1 the state in which the nonresident's principal place of business is located; or
- 1.9.2 a state in which the nonresident is a resident manufacturer.

UNTS reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Bid with one or more bidders; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of UNTS.

1.6 Evaluation Criteria

The successful offer will be the offer that is submitted in response to this bid by the submittal deadline and is the most advantageous to UNTS, in its sole discretion. Offers will be evaluated by an evaluation committee that will include employees of UNTS or its component institutions and other persons invited by UNTS to participate. The evaluation of offers and the selection of the successful offer will be based on the information provided to UNTS by the respondent in response to the specifications section of this bid.

UNTS also considers "best value" in the award process. In evaluating bids to determine the best value for the State, UNTS may consider information related to past contract performance of a Respondent including, but not limited to, Texas Comptroller of Public Account's Vendor Performance Tracking System. Consideration may also be given to any additional

information and comments if such information or comments increase the benefits to UNTS. The successful respondent will be required to enter into a contract acceptable to UNTS.

1.7 Bidder's Acceptance of Evaluation Methodology

By submitting a Bid, Bidder acknowledges (1) Bidder's acceptance of [a] the Bid Evaluation Process (ref. **Section 1.5 of APPENDIX ONE**), [b] the Specifications and, [c] the terms and all other requirements and specifications set forth in this IFB; and (2) Bidder's recognition that some subjective judgments must be made by UNTS during this IFB process.

1.8 Solicitation for Bid and Bid Preparation Costs

Bidder understands and agrees that (1) this IFB is a solicitation for Bids and UNTS has made no representation written or oral that one or more agreements with UNTS will be awarded under this IFB; (2) UNTS issues this IFB predicated on UNTS's anticipated requirements for the Services, and UNTS has made no representation, written or oral, that any particular scope of services will actually be required by UNTS; and (3) Bidder will bear, as its sole risk and responsibility, any cost that arises from Bidder's preparation of a Bid in response to this IFB.

1.9 Bid Requirements and General Instructions

- 1.9.1 Bidder should carefully read the information contained herein and submit a complete Bid in response to all requirements and questions as directed.
- 1.9.2 Bids and any other information submitted by Bidder in response to this IFB will become the property of UNTS.
- 1.9.3 UNTS will not provide compensation to Bidder for any expenses incurred by the Bidder for Bid preparation or for demonstrations or oral presentations that may be made by Bidder. Bidder submits its Bid at its own risk and expense.
- 1.9.4 Bids that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this IFB in any way; or (iii) contain irregularities of any kind, are subject to disqualification by UNTS, at UNTS's sole discretion.
- 1.9.5 Bids should be prepared simply and economically, providing a straightforward, concise description of Bidder's ability to meet the requirements and specifications of this IFB. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this IFB.
- 1.9.6 UNTS makes no warranty or guarantee that an award will be made as a result of this IFB. UNTS reserves the right to accept or reject any or all Bids, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this IFB or the Agreement when deemed to be in UNTS's best interest. UNTS reserves the right to seek clarification from any Bidder concerning any item contained in its Bid prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to UNTS, at UNTS's sole discretion. Representations made by Bidder within its Bid will be binding on Bidder.
- 1.9.7 Any Bid that fails to comply with the requirements contained in this IFB may be rejected by UNTS, in UNTS' sole discretion.
- 1.9.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this IFB, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered.

1.10 Execution of Offer

Bidder must complete, sign and return the attached Execution of Offer (ref. Appendix One, Section 2) as part of its Bid. The Execution of Offer must be signed by a representative of Bidder duly authorized to bind the Bidder to its Bid. Any Bid received without a completed and signed Execution of Offer may be rejected by UNTS, in its sole discretion.

1.11 Pricing/Fees Schedule

Bidder must complete and return the Pricing Schedule (ref. Section 5 of this IFB), as part of its Bid. In the Pricing/Fees Schedule, the Bidder should describe in detail (a) the total fees for the entire scope of the goods and/or services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

UNTS will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing/Fees Schedule.

In the Pricing/Fees Schedule, Bidder should describe each significant phase in the process of providing any services to UNTS, and the time period within which Bidder proposes the completion each such phase.

1.12 Additional Quantities

UNTS reserves the right to purchase additional quantities of the goods or services specified herein at the bid price for up to one year from the date of award. By submitting a bid in response to this solicitation, bidder agrees to provide the item bid, or the current version of the bid item at the price originally bid.

1.13 Submittal

Bidder should submit all Bid materials enclosed in a sealed envelope, box, or container. The IFB No. and the Submittal Deadline (ref. Section 2.1 of this IFB) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Bidder should be clearly visible.

Bidder must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP), if required, as directed by this IFB (ref. Section 2.4 of the IFB.)

Note: If Bid requires the submittal of an HSP, the completed HSP documents and the Bid response documents must be in separate sealed envelopes. Both envelopes are to be placed in a master container, and such master container should be marked in the lower left-hand corner with the IFB number and name and Submittal Deadline, as stated above.

Upon Bidder's request and at Bidder's expense, UNTS will return to a Bidder its Bid received after the Submittal Deadline if the Bid is properly identified. UNTS will not under any circumstances consider a Bid that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this IFB.

UNTS will not accept Bids submitted by telephone, Bids submitted by facsimile ("fax") transmission, or Bids submitted by electronic transmission (i.e., e-mail) in response to this IFB.

Except as otherwise provided in this IFB, no Bid may be changed, amended, or modified after it has been submitted to UNTS. However, a Bid may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No Bid may be withdrawn after the Submittal Deadline without UNTS's consent, which will be based on Bidder's submittal of a written explanation and documentation evidencing a reason acceptable to UNTS, in UNTS's sole discretion.

By signing the Execution of Offer (ref. Appendix One, Section 2) and submitting a Bid, Bidder certifies that any terms, conditions, or documents attached to or referenced in its Bid are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this IFB and (b) do not place any requirements on UNTS that are not set forth in this IFB or in the Appendices to this IFB. Bidder further certifies that the submission of a Bid is Bidder's good faith intent to enter into the Agreement with UNTS as specified herein and that such intent is not contingent upon UNTS' acceptance or execution of any terms, conditions, or other documents attached to or referenced in Bidder's Bid.

Section 2: Execution of Offer

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH BIDDER'S RESPONSE. . FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE BIDDER'S RESPONSE MAY RESULT IN THE REJECTION OF THE BID.

- 2.1 By signature hereon, Bidder represents and warrants the following:
- 2.1.1 Bidder acknowledges and agrees that (1) this IFB 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 IFB will not create a contract between UNTS and Bidder; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this IFB; and (4) Bidder will bear, as its sole risk and responsibility, any cost arising from Bidder's preparation of a response to this IFB.
 - 2.1.2 Bidder is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Bidder has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 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.
 - 2.1.5 Bidder understands (i) the requirements and specifications set forth in this IFB and (ii) the terms and conditions set forth in the Agreement under which Bidder will be required to operate.
 - 2.1.6 If selected by UNTS, Bidder will not delegate any of its duties or responsibilities under this IFB or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.7 If selected by UNTS, Bidder will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and submitted in response to this IFB are current, complete, true and accurate. Bidder acknowledges that UNTS will rely on such statements, information and representations in selecting Contractor. If selected by UNTS, Bidder will notify UNTS immediately of any material change in any matters with regard to which Bidder has made a statement or representation or provided information.
 - 2.1.9 Bidder will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, The University of North Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, 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 contract or agreement resulting from this IFB.
 - 2.1.10 Pursuant to Sections §2107.008 and §2252.903, *Government Code*, any payments owing to Bidder under any contract or agreement resulting from this IFB 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.
- 2.2 By signature hereon, Bidder offers and agrees to furnish the services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this IFB.
- 2.3 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 Execution of Offer, 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 UNTS.
- 2.4 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 taxable 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 UNTS's option, may result in termination of any resulting contract or agreement.
- 2.5 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.
- 2.6 By signature hereon, Bidder certifies that the individual signing this document and the documents made a part of this IFB, 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.
- 2.7 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 IFB may be terminated if this certification is inaccurate."
- 2.8 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 UNTS of North Texas System, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Bidder has not been an employee of any

component institution of the University of North 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 IFB (ref. Section §669.003, *Government Code*). All disclosures by Bidder in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Bidder.

- 29 By signature hereon, Bidder certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 210 By signature hereon, Bidder affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code Section §2270.001. Additionally, Bidder shall not engage in a boycott of Israel during the term of this Agreement.
- 211 By signature hereon, Bidder represents and warrants that all products and services offered to UNTS in response to this IFB 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 IFB.
- 2.12 By signature hereon, Respondent will comply with and agree to use e-Verify in accordance with State of Texas Executive Order RP-80.
- 213 Bidder will and has disclosed, as part of its Bid, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UNTS makes an award or enters into any contract or agreement with Bidder.
- 2.14 If Bidder will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Bidder's Bid then, 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 tuner.

215 Bidder should complete the following information:

If Bidder is a Corporation, then list the State of Incorporation: _____

If Bidder is a Corporation, then list the Bidder's corporate charter number: _____

IFB No.: _____, Title: _____

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.

Are you a certified Historically Underutilized Business (HUB)? (Check one) YES NO

- If yes, please circle the certifying organization or entity, and include a copy of your certificate.

Texas Comptroller of Public Accounts NCTRCA MBDC Other (specify) _____

- If yes, please specify: Ethnicity _____ Gender _____

Check below if claiming preference under TAC, Title 34, as amended:

- Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- Agricultural products produced or grown in Texas
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formally contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards

By signing this bid, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code (TAC), Title 34, as amended.

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)

(Email Address)

-END-