

UNIVERSITY OF NORTH TEXASTM

INVITATION FOR BID

Invitation for Bid #:

Invitation for Bid Name:

IFB PRE-BID MEETING DATE & TIME:

IFB DUE DATE AND TIME:

IFB PUBLIC OPENING DATE & TIME:

IFB752-9-74253ER

Kerr Hall Door Replacement

April 8, 2009 @ 11:00AM

April 30, 2009 @ 1:00PM

April 30, 2009 @ 3:00PM

RETURN SEALED BIDS TO:

Physical Address:

University of North Texas
Purchasing and Payment Services
University Services Building
2310 N. I-35E
Denton, Texas 76205

Via US Postal Mail Only: (NOTE: Add additional response time for delivery to dept.)

University of North Texas
Purchasing and Payment Services
1155 Union Circle # 310499
Denton, Texas 76203-5017

INSTRUCTIONS FOR A FACSIMILE RESPONSE:

UNT fax number is (940) 369-7852.

Facsimile responses to any must include all pages of the IFB, the IFB must be signed and show the price, IFB number, opening date, description (brand model, etc.) of product and delivery promises.

If there are any questions regarding this IFB, please contact Elaine Robbins at 940-565-3200 or submit solicitation questions to: [Solicitation Questions](http://pps.unt.edu) located at <http://pps.unt.edu> Bids Listing Page. All questions must be received no later than April 23, 2009 at 12:00PM CST. All questions and answers will be posted to the website by 5:00PM CST, April 24, 2009

A copy of this bid form is posted at and may be downloaded from: pps.unt.edu

In accordance with the Texas Government Code, Sections 2161.181-182 and the Texas Administrative Code (TAC), Title 34, as amended, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBS) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts HUB Rules, TAC, Title 34, as amended, encourages the use of HUBs by implementing these policies through race-ethnic and gender-neutral means.

Are you a certified HUB? (circle one) YES or NO

If yes, please circle the organization or entity certified with below and include a copy of your certificate:

Texas Comptroller of Public Accounts; NCTRCA; MBDC; Other _____

If yes, please also specify: Ethnicity _____ & Gender _____

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder

qualifies as a Texas Resident Bidder as defined in TAC Title 34, as amended:

Check below if preference claimed 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

IF SUBMITTING A BID, IFB MUST BE SIGNED and ALL attached files must be printed and returned with bid package. You shall submit a clearly marked original copy and one (1) duplicate copy. Sealed bids should be received NO LATER THAN the specified due date and time. UNT reserves the right to accept late bids, however bids received after opening time will not be accepted. Show IFB opening date, IFB number, and return address of firm on sealed bid envelope. Incomplete bids will be disqualified.

BIDDER MUST FILL IN AND SIGN BELOW
(FAILURE TO SIGN WILL DISQUALIFY BID)

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

VENDOR ID OR FEI #: _____

AUTHORIZED AGENT: _____

(Print or Type Name)

AUTHORIZED SIGNATURE: _____

DATE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

NOTICE--IN ADDITION TO THE ITEMS LISTED BELOW, THE TERMS AND CONDITIONS OF THIS BID ARE ATTACHED AS ATTACHMENT "A". ANY ALTERATION TO THESE TERMS AND CONDITIONS WILL DISQUALIFY YOUR BID.

The laws of the State of Texas, venue to be Denton County, Denton, Texas must prevail on all bids.

1.0 SCOPE OF WORK/DESCRIPTION OF GOODS (Commodity Code 910-14):

In accordance with Education Code 51.9335, the University of North Texas, subsequently referred to as UNT, is accepting bids and intends to enter into an agreement with a vendor that specializes in **removal and replacement of entry and bath doors for existing openings and doors and frames for 12 such openings at Kerr Hall East Tower, floors 1 thru 8**, in accordance with the terms and conditions and requirements set forth in this Invitation for Bid. The resulting pricing, terms and conditions shall be extended to the University of North Texas (UNT), the University of North Texas System (UNT System), the University of North Texas Health and Science Center and any other institutions of higher education interested in utilizing the agreement, as allowed by the Texas Education Code.

1.1 GENERAL REQUIREMENTS:

- In performance of the service, the contractor shall protect the work, adjacent property, and persons in a manner satisfactory to the University.
- Special attention shall be given to the observation of all safety precautions so that the work will not damage or endanger students, employees, property, or the general public.
- The contractor shall be responsible for any damage or injury due to any act of negligence attributable to persons working under the direction of the contractor.

1.2 SUPERVISOR AND CREW:

- During all phases of work the successful respondent shall provide a lead man factory trained and certified to be available at the job site during this project and within reason, remain until the approved completion of the resident room door replacement.
- The successful respondent shall be responsible for ensuring compliance by their personnel within the following UNT policies:
 - Company uniform
 - Photo identification for all workers and subcontracted workers
 - Smoke-free work environment when working within building
 - Drug free work place

1.3 SCOPE OF WORK:

- All installations will be priced, firm and fixed at quoted contract prices.
- Door installation schedule as follows:

1 st floor -	Entry 2'8" X 7'0"	18 each
	Entry 3'0" X 7'0"	6 each
	Bath 2'4" X 7'0"	20 each
	Bath 3'0" X 7'0"	6 each
	Utility 3'0" X 7'0", with light kit, 24" X 24"	1 each
2 nd floor -	Entry 2'8" X 7'0"	26 each
	Bath 2'4" X 7'0"	26 each
	Utility	0 each

3 rd floor -	Entry 2'8" X 7'0"	26 each
	Bath 2'4" X 7'0"	26 each
	Utility	0 each
4 th floor -	Bath	26 each
	Utility	0 each
5 th floor -	Bath	26 each
	Utility	0 each
6 th floor -	Bath	26 each
	Utility	0 each
7 th floor -	Bath	26 each
	Utility	0 each
8 th floor -	Bath	26 each
	Utility	0 each

- **Materials furnished by UNT:** Reuse existing lock set and door hinges.
- **Work by UNT employees:** Lock set adjustment and replacement, if required.

1.4 RESIDENT ROOM DOOR REPLACEMENT:

- Reference the following:
 - ANSI/WDMA Industry Standards I.S. 1A-04
 - NFPA-80 Standards for Fire Doors
 - NFPA-105 Recommended Practice for Installation of Smoke Control Door Assemblies
 - Uniform Building Code: UL10C, Positive Pressure Fire Door Test Method
 - UBC 7-2-1997 UBC Fire Test
- Delivery, Storage and Protection:
 - Protect products per manufacturer's requirements.
 - Protect doors with resilient packaging.
 - Comply with requirements of referenced standard and manufacturer's written instructions.
 - Package doors to prevent damage in transit.
 - Place doors on cardboard or wooden skids and wrap entire bundles of doors in plastic sheeting.
 - Mark each door on top rail with opening number used on Shop Drawings.
 - The successful respondent shall be given two (2) resident rooms on 1st floor. It will be respondent's responsibility to move the furniture into the next room and store then return furniture when that room is no longer needed.
 - Successful respondent shall carefully inspect materials to assure no materials have been damaged in transit.
 - Once successful respondent and UNT representative have agreed on the condition, then the successful respondent shall be responsible for their safe keeping and shall replace, at no cost to UNT, all materials that were damaged or destroyed in their care.

- Doors and Frames (Typical):
 - Existing floor shall receive a 3/16" overlay floor.
 - ADA rooms, total 6 each, entire room shall receive new floor 3/16" from concrete deck.
 - Verify door frame is in good condition to receive new door.
 - Door jams not in good condition shall be replaced on an as needed basis.
 - Reject doors with defects.
 - Proceed with installation only after unsatisfactory conditions have been corrected.
- Installation:
 - Install doors in accordance with DHI.
 - Set doors plumb, level, and true alignment and securely fasten to hinges.
 - Install doors accurately in frames, maintaining specified clearances.
 - Operation: Re-hang or replace doors that do not swing or operate freely.
- Tolerances:
 - Maximum Diagonal Distortion: 1/8" measured with straight edge, corner to corner.
- Clean-up:
 - All debris and excess materials shall not be allowed to accumulate and shall be removed daily.
 - Site shall be left broom clean and free from shavings and dust daily.
 - Entire site shall be left free from excess materials, debris and dust before job is completed.
 - Failing to do so, contractor will bear all cost of restoring site to acceptable condition.
- Demolition:
 - Remove existing doors for recycling.
 - Remove existing lock set and store for reuse on that same resident room.
 - All workers shall utilize dust protection when needed.
- Storage and Reinstallation of Lock Set:
 - Arrange for storage carefully.
 - Mark to assure that room lock set will be installed only to the room it was removed from.
 - Successful respondent shall be responsible for all cost associated to correct any lock sets incorrectly relocated.

1.5 Material Specifications:

- UNT accepts approved alternates and equals.
- Reference to a specific item by a brand name is for respondent reference only.
- Complete specifications for submitting alternates and equals are required with your bid.

- **Thermal Fused Door:**
 - Solid-core doors with Low-Pressure Decorative Laminate (herein referred to as “LDPL”) Thermal Fused faces as per specifications.
 - Factory fitting flush wood doors to frames and factory machining for hardware.
 - Louvers.
 - Size: 2’8” X 7’ X 1 ¾”.
 - Bath door if needed, size: 2’4” X 7’ X 1 ¾”.
 - ADA entry and bath door size: 3’ X 7” X 1 ¾”.
- **Submittals:**
 - Product Data and Shop Drawings to be submitted as required.
 - All sizes are estimated for your reference only, field verify all dimensions.
 - Product Data: Submit manufacturer’s product data to include a general construction description with details of core, face, edge and trim if required for light openings.
 - Shop Drawings: Indicate location, size and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and other pertinent data. Indicate dimensions and locations of cutouts.
- **Color matching:**
 - Color LPDL Thermal Fused Door Faces shall be A-605 English Oak, Graham Doors or approved equal.
 - Color Door vent, 20” X 20”, LV-IY Dark Bronze, Markar or approved equal.
- **Samples for Verification:**
 - Hinge corner sections of LPDL Thermal Fused doors, approximately 5x11 inches (127 by 279mm) for each color or wood grain specified.
 - Louver blade and frame sections, 6 inches (150mm) long, for each material and finish specified.
 - Frames for light openings, 6 inches (150mm) long, for each material, type, and finish required.

1.6 Quality Assurance:

- Comply with WDMA I.S.1-A, 2004 edition “Industry Standard for Architectural Wood Flush Doors” and the following minimum values (for particle core doors):
 - NWWDA TM-7 Cycle Slam Test; 1,000,000 cycles.
 - NWDDA TM-8 Hinge Loading Test; 1,000 lbs.
 - NWWDA TM-10 Edge Screw Holding test; 700 lbs.
 - NWWDA TM-10 Face Screw Holding Test; 650 lbs.
 - ASTM F 476, Grade 40: security rating.

1.7 Door Warranty Minimum:

- Manufacturer's standard form, signed by manufacturer, installer, and contractor, in which manufacturer agrees to repair or replace doors that are defective in materials or workmanship, have warped (bow, cup, or twist) more than ¼ inch (6.4mm) in a 42-by-84-inch (1067-by-2134-mm) section, or show telegraphing of core construction in face exceeding 0.01 inch in a 3-inch (0.25mm in a 75mm) span.
- Warranty shall be in effect for the life of the installation.

1.8 Door Construction, General:

- Adhesives: Do not use adhesives containing urea formaldehyde.
- LPDL Thermal Fused Wood Flush Doors:
 - WDMA I.S. 1A Performance Duty Level; Extra Heavy Duty
 - WDMA I.S. 1A Aesthetic Grade: Premium
 - LPDL Thermal-Fused Faces: Decorative faces thermally fused to cores under heat and pressure, complying with Laminating Materials Association's Product Standard and Typical Physical Properties of Decorative Overlays, LMA 2003.
 - Color or Wood grain Pattern: Selected from standard door finishes.
 - Edge banding: Impact-resistant polymer edging, minimum .040" thick, applied to all four edges after faces on particle core doors, and on 2 vertical edges on mineral core doors.
 - Provide doors with pilot holes factory-drilled for vertical edge hinges and lock sets.
- Particleboard Solid Cores: Doors comply with the following requirements:
 - Particleboard: ANSI A208.1, Grade M-2
 - Wood stiles and Rails: Not required.
 - Blocking: Not required.

1.9 LEED points:

- Doors shall meet requirement to earn minimum 1 LEED point.
- The Leadership in energy and Environmental Design (LEED™) Green Building rating system represents the U.S. Green Buildings Council's (USGBC) efforts to provide a national standard rating system for a "green building".
- The rating system document has a LEED Letter Template to be filled in for the project.
- As this template is filled in and submitted, the project can obtain "points" for each compliance area.
- LEED for Commercial Interiors (Version 2.2) and the materials and resources needed to achieve LEED points:
 - Credit 4.1 Recycled Content (10%)
 - Credit 4.2 Recycled Content (20%)
 - Credit 5.1 Regional Manufactured Materials (10%-500 miles)
 - Credit 5.2 Regional Manufactured Materials (20%-500 miles)
 - Credit 6.0 Rapidly Renewable Materials (10 years)
 - Credit 7.0 Certified Wood (FSC Certified min-50%)

- **Reference:** Graham Wood Doors, ASSA ABLOY, 1502 12th Street NW, Mason City, IA 50401; Phone 641-423-2444; Fax 800-672-8110, Web – www.grahamdoors.com or approved equal.

1.10 Metal Louvers:

- Blade type: (Vision-proof, inverted V) (Vision-proof, inverted Y) (Darkroom-type, double inverted V).
- Metal and Finish: Galvanized steel, 0.096 inch (1.0mm) thick, hot-dip zinc coated and factory primed for paint finish.
- Louvers: Factory install louvers in prepared openings.
- **Reference:** Markar or Air Louvers, Inc. or equal.
- Color Door vent, 20" X 20", LV-IY Dark Bronze, Markar or approved equal.

2.0 PRICING:

- Project shall be priced as firm fixed, not to exceed.
- Pricing rates shall be inclusive of all associated cost including the following:
 - Recycling cost
 - Materials
 - Equipment
 - Labor
 - Supervision
 - Travel cost
 - Profit and overhead associated with such work.
- Pricing for award of bid shall be for working hours, no added payment for other working times shall be granted unless a change order is issued.
- Note: Quantities are estimates for your reference, actual numbers of units to be installed may vary.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	**Please give "not to exceed" unit pricing as requested:				
2.1	Turn Key Door & Installation 2'8" X 7' w/louvered door vent	70 each			
2.2	Turn Key Door & Installation 3'0" x 7' w/louvered door vent	6 ea			
2.3	Turn Key Door & Installation 3'0" x 7'	6 ea			
2.4	Turn Key Door & Installation 2'4" x 7'	176 ea			
2.5	Turn Key Door & Installation 3'0 x 7' w/louvered door vent and 24" x 24" glass light kit installed	1 ea			
2.6	Welded hollow metal door frame 3'0" x 7'0" shall be 14 guage, 3 hinge, 4 7/8" throat	6 ea			

2.7	For unplanned, hidden barriers other rooms requiring renovations not priced above or which may cause project completion to be jeopardized, please quote material, sub-contracting and labor rates which may be utilized to complete project. UNT shall request total estimated materials needed for room modifications due to internal inspection needed. Actual payments shall be based on invoice for materials used for room renovations and shall be paid upon completion or progress billing if approved.	%			
2.7.1.	Materials to be supplied to UNT at invoice cost plus Percentage	%			
2.7.2.	Sub-contracted services to be supplied to UNT at invoice cost plus Percentage				
2.8	Labor rates offered to UNT-please quote prices allowed UNT for hourly rate for unplanned, hidden barriers to other rooms requiring renovations not priced above. UNT shall request total estimated hours needed for room modifications or which may cause the project completion to be jeopardized. Please quote material, sub-contracting and labor rates which may be utilized to complete project, or due to internal inspection needed. Actual hours for room renovations shall be paid upon completion or progress billing, if approved. Rate charge UNT for regular working hours (8 hrs between 7:00AM-5:30PM, Monday-Friday)				
2.8.1.	Rate for Door Technician - Hourly				
2.8.2.	Rate for Helper – Hourly				
2.8.3.	Rate for Lead Technician - Hourly				
2.9	Rate charged UNT for overtime, defined as hours worked past 8 hour day Monday-Friday, all day Saturday and Sunday if a 40hr week has been completed.				
2.9.1.	Rate for Technician – Hourly – Overtime				
2.9.2.	Rate for Helper – Hourly – Overtime				

2.9.3.	Rate for Lead Technician – Hourly - Overtime				
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2.10 Warranty:

- The successful respondent shall provide a one-year written warranty against defects in material installed and workmanship furnished under this contract.
- The successful respondent shall follow through to deliver manufacturer's warranty to UNT.
- Additionally, UNT shall be fully informed in all regards of the manufacturer's warranty showing what is covered and not covered.

2.11 Completion:

- UNT request the installation be completed as follows:
 - Order doors as soon as a purchase order is received.
 - For floors 1-3, begin installation on or about **7/1/2009**
 - Fully complete and total removal of all materials and equipment from job site no later than **7/20/2009**.
 - For installation on floors 4-8, an earlier date shall be arranged, however some room may be occupied.
- Typical work day shall be 7:00AM to 5:30PM, Monday through Friday.
- Delays at no fault of successful respondent:
 - Successful respondent shall be notified 2 weeks prior to the actual start date.
 - It shall not be successful respondents responsibility should the door(s) not be ready from said start date and successful respondent shall be granted one (1) additional day per each day of delay to complete project from actual start date.

Respondent can guarantee above completion dates: YES_____NO_____

- Failure to meet final completion date will be subject to terms as set forth by the UNT's Uniform General Conditions and the Supplementary General Conditions (Amended 2005), "Liquidated Damages".

2.12 Payment Bond:

In accordance with Texas Government Code 2253, a Payment Bond is required for all public works contracts over \$25,000 and a Payment and Performance Bond for all public works contracts over \$100,000. It is estimated that this contract will be under \$100,000 so only a Payment Bond is required. The cost of the Payment Bond should be listed separate from your pricing of the project. Please provide the amount as a total bond cost. If awarded the contract, vendor will have 10 days from the date the purchase order is issued to secure bonding and the bonding company to provide UNT with proper documentation. UNT will pay bonding costs to the awarded vendor, as a pass through amount with proper documentation provided along with an invoice.

Payment Bond Cost \$_____

2.13 Shipments:

- Direct to job site, 1413 W. Maple, Denton, TX 76203.

3.0 INSURANCE REQUIREMENTS:

The Contractor shall carry insurance in the types and amounts indicated in this Article for the duration of the Contract, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction as well as during the warranty period. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the contract, as proof of continuing coverage. Acceptance of the insurance policy declaration pages by the Owner shall not relieve or decrease the liability of the Contractor.

Unless otherwise provided for in Supplementary General Conditions, or Special Conditions, the Contractor shall provide and maintain, until the work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage's in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A – or better by A.M. Best Company, or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
<u>*Worker's Compensation</u>	Required, coverage for all employees
<u>*Employer's Liability</u>	
Bodily Injury by Accident	\$500,000 ea. Accident
Bodily Injury by Disease	\$500,000 ea. Employee
Bodily Injury by Disease	\$500,000 Policy Limit
<u>*Commercial General Liability, including coverage for the following:</u>	
1) Premises operations combined single	
2) Independent contractors	
3) Products/Completed Operation	
4) Personal Injury	
5) Contractual Liability its equivalent	
6) Explosion, Collapse, Underground	
7) Broad from property damage, to include fire legal liability	
Combined single limit for no bodily injury and property damage of \$1,000,000 per occurrence or its equivalent	
<u>*Business Automobile Liability owned/lease, owned, hired</u>	
Combined single limit for no bodily injury and property damage of \$1,000,000 per occurrence or its equivalent	
<u>*Owner's Protective Liability Insurance Policy, naming the State of Texas, its employees, and the Architect/Engineer as insured with the following limits:</u>	
Bodily Injury	\$1,000,000 each Occurrence \$1,000,000 Aggregate

***Builder's Risk Insurance:**

An all risk policy, including workmanship acceptable to the Owner, in the amount equal at all times to 100% of the Contract Sum. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insured's. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

For renovation projects and or work, the Owner waives subrogation for damage by fire to existing building structure(s), if building structure(s) is in care, custody or control of Contractor.

Builder's Risk Policy shall be endorsed to include coverage for existing building structure(s).

*Flood insurance when specified in Supplementary General Conditions or Special Conditions

*Umbrella coverage when specified in Supplementary General Conditions or Special Conditions.

Policies must include the following clauses, as applicable.

* "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the Owner."

* "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the state agency for liability arising out of operations under the Contract with the Owner."

* "The Owner, its officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under contract with the Owner." This is not applicable to the workers' compensation policy.

* "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Owner."

The workers' compensation insurance coverage must include the responsibility of the General Contractor to provide coverage for every worker either under the general Contractor's policy or under the policy provided by a Subcontractor. The general Contractor's policy shall provide that, in the event that a Subcontractor's policy fails to provide workers' compensation coverage of a worker that such insurance coverage is provided by the general Contractor's policy. Contractor shall obtain certificates of coverage from Subcontractors carrying their own policies, prior to any Subcontractor providing services to the Project.

By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or in the case of self-insured, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

If insurance policies are not written for the amounts specified, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

The furnishing of the above listed insurance coverage, as may be modified by Supplementary General Conditions or Special Conditions, must be tendered prior to execution of the Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits.

4.0 PRE-BID MEETING:

Pre-Bid Meeting: A scheduled Pre-bid Meeting shall be held on **April 8, 2009 promptly at 11:00AM. Location shall be University of North Texas, University Services Building (USB), Purchasing and Payment Services Conference Room, 2310 N I-35E, Denton, TX.**

Bidders who cannot attend this meeting will miss valuable information. A presentation regarding the requirement of the HUB plans will be held during this meeting. For this reason it will be highly advantageous to attend the scheduled meeting to obtain all information.

For parking, please use the visitor parking in front of the USB or park in the "G" parking spaces located next to the football stadium. Any further questions or concerns can be directed to Elaine Robbins at 940-565-3200.

5.0 SELECTION 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. After the opening of the offers and upon completion of the initial review and evaluation of the offers submitted, selected bidders may be invited to participate in oral presentations. The selection of the Successful Offer may be made by UNT 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, UNT reserves the right to include additional offers in the competitive range if deemed to be in its best interest. UNT is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by UNT. UNT 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 UNT.

5.1 Bidder's Acceptance of Process: Submission of an offer by a bidder indicates: (1) the bidder's acceptance of the Selection Process, the Evaluation of Criteria for Selection, and all other requirements and specifications set forth in this Bid; and (2) the bidder's recognition that some subjective judgments must be made by UNT during this Bid process.

6.0 SUBMITTAL DEADLINE:

To respond to this Bid via mail, bidders must submit the information requested in the Specifications section of this Bid and any other relevant information in a clear and concise written format to:

**Via hand delivery or overnight
(i.e. FedEx, UPS, etc.)**

Elaine Robbins
Purchasing Specialist IV
University of North Texas
Purchasing and Payment Services
University Services Building
2310 N. I-35E
Denton, Texas 76205

**Via US Postal Service only: (NOTE: Add
additional delivery time)**

Elaine Robbins
Purchasing Specialist IV
University of North Texas
Purchasing and Payment Services
1155 Union Circle #310499
Denton, Texas 76203-5017

Bids must be submitted in an envelope or other appropriate container and the name and return address of the bidder must be clearly visible. Bidders may also respond via fax by following the instructions for a facsimile response on Page 1 of this Invitation for Bid. All bids should be received at the above address no later than the date and time listed on Page 1 of this IFB. UNT reserves the right to accept late bids, however bids received after opening time will not be accepted.

7.0 QUESTIONS:

Questions concerning this Bid should be directed to:

Elaine Robbins
Purchasing Specialist IV
University of North Texas
1155 Union Circle #310499
Denton, Texas 76203-5017
Elaine.robbs@unt.edu
940-565-3200

Please submit solicitation questions to: [Solicitation Questions](http://pps.unt.edu) located at <http://pps.unt.edu> Bids Listing Page.

All questions must be received no later than April 23, 2009 at 12:00PM CST. All questions and answers will be posted to the website by 5:00 pm CST, April 24, 2009.

UNT may in its sole discretion respond in writing to questions concerning this Bid. Only UNT's responses made by formal written Addendum to this Bid shall be binding and shall be posted on the UNT website pps.unt.edu. Oral or other written interpretations or clarifications shall be without legal effect.

8.0 REFERENCES (REQUIRED):

Bidders, please list three (3) companies who have been using your firm for similar or like services on a regular basis for the past 6-12 months. By listing references bidder agrees that UNT may investigate these references and consider them as a basis to determine award of this IFB.

Company Name: _____
Person to Contact: _____
Street Address: _____
City, State, Zip: _____
Area Code and Telephone: _____

Company Name: _____
Person to Contact: _____
Street Address: _____
City, State, Zip: _____
Area Code and Telephone: _____

Company Name: _____
Person to Contact: _____
Street Address: _____
City, State, Zip: _____
Area Code and Telephone: _____

ATTACHMENT "A"

TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE SOLICITATION:

1.0 Response Requirements:

- a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- b. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
- c. Responses should be submitted on this form. Responses should be time stamped at University of North Texas a on or before the hour and date specified for the response opening.
- d. Unsigned responses will not be considered under any circumstances. Person signing response must have the authority to bind the firm in a contract.
- e. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.
- f. Response prices are requested to be firm for UNT's acceptance for 90 days from response opening date. "Discount from list" Responses should be specified. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
- g. Respondents should give Payee ID Number, full firm name, and address of respondent on the face of this form. Enter in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the following:

Enter Federal Employer's Identification Number_____

- h. Response cannot be altered or amended after opening time. Alterations made before opening time should be initialed by respondent or his authorized agent. No response can be withdrawn after opening time without approval by UNT based on an acceptable written reason.
- i. Purchases made for UNT use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.
- j. UNT reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the response to best serve the interests of UNT.
- k. Consistent and continued tie Response could cause rejection of offers by UNT and/or investigation for antitrust violations.
- l. **CAUTION: FACSIMILE FOR RESPONSE**--Solicitation allows sufficient time for receipt of the preferred mail response. UNT offers facsimile (FAX) service as a convenience only. The telephone number for FAX submission of Responses is located on page one of the Solicitation. This is the only number that is to be used for the receipt of faxed Responses. UNT shall not be responsible for failure of electronic equipment or operator error. Illegible, incomplete, or otherwise non-responsive responses will not be considered.

- m. QUOTATIONS AND RESPONSES: Any quotation number referenced is for pricing purposes only. In addition, UNT's solicitation terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through UNT's Purchasing and Payment Services department in writing are not binding on either party.
- n. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
- o. Unless otherwise specified, items offered shall be new and unused.
- p. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
- q. Samples, when requested, must be furnished free of expense to UNT. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample should be marked with respondent's name and address, and requisition number. Do not enclose in or attach offer to sample.
- r. UNT will not be bound by any oral statement, or representation contrary to the written specifications of this RESPONSE.
- s. Manufacturer's standard warranty shall apply unless otherwise stated in the RESPONSE.

1.2 Tie Responses: Awards will be made in accordance with TAC, Title 34, as amended

1.3 Delivery:

- a. Show number of days required to place material at UNT's designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
- b. If delay is foreseen, respondent shall give written notice to UNT. Vendor must keep UNT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes UNT to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- c. No substitutions permitted without written approval of UNT's Purchasing & Payment Services Office.
- d. Delivery shall be made during normal UNT working hours only, unless prior approval has been obtained from UNT's Purchasing & Payment Services Office.

1.4 Inspection and Tests: All goods will be subject to inspection and test by UNT. Authorized UNT 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 response or on samples taken from regular shipment. All costs shall be borne by the respondent in the event products tested fail to meet or exceed all conditions and requirements in this Solicitation. Goods delivered and rejected in whole or in part may,

at UNT's option, be returned to the respondent or held for disposition at respondent's expense. Latent defects may result in revocation of acceptance.

1.5 Award of Contract: A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until they are accepted through a UNT's purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Any legal actions must be filed in Denton County, Texas.

- a. An award is made to the vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered by some of the criteria listed below:
 - i. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
 - ii. The purchase price;
 - iii. The reputation of the vendor and of the vendor's goods or services;
 - iv. The quality of the vendor's goods or services;
 - v. The extent to which the goods or services meet UNT's needs;
 - vi. The vendor's past relationship with UNT and its component institutions;
 - vii. The impact on the ability of UNT to comply with laws and rules relating to historically under utilized business;
 - viii. The total long-term cost to UNT of acquiring the vendor's goods or services;
 - ix. And any other relevant factor that a private business entity would consider in selecting a vendor.
- b. DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than 30 days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract
- c. If a "best offer" vendor shows not to be in "good standing" this agency may reject the response and award to the next best response.
- d. The UNT reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever the UNT, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of the UNT.
- e. Delivery may be a factor in this award.

1.6 Payment Terms: UNT shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas—Payment Services; 1155 Union Circle # 310499, Denton, Texas 76203-5017.

- a. Payment on any contract will be withheld from Respondent if Respondent is determined to be more than 30 days delinquent for Child Support.
- b. Successful respondent shall be responsible for referencing the purchase order number(s) resulting from this response on any invoice(s) packing list(s), correspondence etc. Invoicing must coincide to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Response is subject to disqualification if respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the University is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.

1.7 Patents and Copyrights: The vendor agrees to protect UNT from claims involving infringement of patents or copyrights.

1.8 Vendor Assignments: Vendor hereby assigns to UNT 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). Inquiries pertaining to Solicitations must give requisition number, codes, and opening date.

1.9 Respondent Affirmation: Signing this response with a false statement is a material breach of contract and shall void the submitted response or any resulting contracts, and the respondent shall be removed from all bidder lists. By signature provided below, the respondent hereby affirms and certifies that:

- a. The respondent 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 response.
- b. The respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- c. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.
- d. The respondent has not received compensation for participation in the preparation of the specifications for this solicitation.
- e. Under Section 231.006(d), Family Code (relating to child support), the respondent certifies that the individual or business entity named in this offer 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.
- f. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- g. Respondent certifies that they are in compliance with Section 669.003 of the Government Code, relating to contracting with the executive head of a State

agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State agency: _____

Position with respondent: _____

Date of employment with respondent: _____

1.10 Pursuant to Section 231.006 of the Family Code, response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

1.11 Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.

a. DISPUTE RESOLUTION: Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.

i. Any contractual claim of respondent that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, respondent shall submit written notice, as required by subchapter B, to Joey Saxon, Director Purchasing and Payment Services. Said notice shall specifically state that the provisions of Chapter 2260, of subchapter B, are being invoked. Compliance by respondent with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

ii. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is respondent's sole and exclusive process for seeking a remedy for any and all alleged contractual claims if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

iii. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the University of North Texas System and its component institutions nor any conduct of any representative of the

University of North Texas System and its component institutions hereafter shall be considered a waiver of sovereign immunity to suit. The submission, processing, and resolution of respondent's claim is governed by the published Rules adopted by the Texas Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by respondent, in whole or in part. The designated individual responsible on behalf of the University of North Texas for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of H.B. 826 of the 76th Texas Legislature shall be Joey Saxon, Director Purchasing and Payment Services.

- iv. **VENUE AND SERVICE OF PROCESS:** Venue and service of process for suits involving UNT is governed by Section 105.151 of the Texas Education Code.
- b. **EXCESS OBLIGATIONS PROHIBITED:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which UNT applies annually. This Purchase Order may be canceled at any time without penalty if legislative and/or university funds are not appropriated for goods or services obligated on the Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year.)
- c. Any quotation number from Respondent that is referenced on a response shall be for pricing and specification purposes only, and UNT's terms and conditions for responses shall still be applicable. Any alternate or additional terms and conditions not accepted through UNT's Purchasing & Payment Services Department in writing are not binding on either party.
- d. **CANCELLATION:** Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by UNT for some other reason through no fault of the vendor, the vendor will be contacted.
- e. **PRICING:** must be firm for 90 calendar days (minimum). Specification may indicate longer if required.
 - i. Prices are the maximum and UNT shall be protected against any increase in price during the term of the contract. If there is a reduction in the price during the term of the contract the price to UNT shall be reduced in the same amount.
 - ii. Respondents must give unit prices for each item to be purchased. Respondents may response less than the total number of items. An "All or None" response by Respondent may be rejected at the option of UNT.
- f. **MISCELLANEOUS:** The laws of the State of Texas shall prevail including the Public Information Act. Any order is not confidential. All transactions associated with this Order may be subject to audit. Vendor by accepting this Order agrees to allow access to all records regarding this transaction upon written request by the UNT Internal Auditors and/or the Purchasing and Payment Services department.
- g. **RESPONSE RESULTS:** It is not the policy of UNT to furnish results over the telephone. For information regarding pricing summaries, provide a self-addressed

stamped envelope or fax your written request to receive a copy of the response tabulation results.

- h. CENTRALIZED MASTER BIDDERS LIST ("CBML"): The University of North Texas (UNT) utilizes the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) for Historically Underutilized Businesses (HUB). If your firm is not on the "CMBL" check via the Internet at us to: <http://www.window.state.tx.us/procurement/> Non-HUB vendors are identified from various sources including the CBML.

1.12 INDEMNIFICATION: Vendor further agrees to indemnify, defend, and hold harmless the University of North Texas (UNT), its Board of Regents, officers and employees, from and against any and all claims, actions, suits, demands, proceedings costs, liability, injuries, damages or allegations of such brought by an act or omission of vendor or vendor's employees and/or subcontractors or due to vendor's product or services. This indemnification shall include but not be limited to acts or omissions related to environmental hazards.