

INVITATION TO BID NO. 00702042 - MPCRD<http://www.utexas.edu/admin/purchasing/>

Return sealed bids to:
THE UNIVERSITY OF TEXAS AT AUSTIN
Purchasing Office
2200 Comal Street
Austin, Texas 78722-2596
Phone 512-471-4266
Fax 512-471-7745
<http://www.utexas.edu/admin/purchasing/>

MAIL DATE: 11/02/2006
BID OPENING DATE: 11/15/2006 2:30 P.M.
DEPARTMENT: HARRY RANSOM CENTER

Texas Vendor ID or FEI No. _____

Company Name _____

Address _____

City _____ State _____ Zip _____

Phone Number _____ Fax Number _____

Contact Name _____

Vendor Quote Number _____

Quote FOB Destination Prepaid & Allowed for Shipment To: _____

Harry Ransom Center
 300 West 21st Street
 Room 3.210
 Austin TX 78712

F.O.B.: _____

If quoting other than F.O.B. Destination prepaid and allowed, indicate all freight charges.

FREIGHT CHARGES NOT TO EXCEED: _____

DELIVERY TIME: _____ DAYS
 (Ability to make early delivery may determine award.)

TERMS OF PAYMENT FOR THE STATE OF TEXAS ARE NET 30.
PLEASE QUOTE ANY DISCOUNTS FOR EARLY PAYMENT.

TOTAL AMOUNT OF BID: _____

For Additional Information Contact Buyer:

CYNTHIA R DURAN 512-471-4266

Under Section 231.006, Texas Family Code, bidder certifies that the individual or business entity named as bidder in its bid is not ineligible to receive the specified contract or purchase order and acknowledges that any contract or purchase order resulting from this Invitation to Bid may be terminated and payment withheld if this certification is inaccurate.

If the preceding sentence is applicable, bidder will provide names and social security numbers of each person with at least 25% ownership in bidder's firm. Bidders that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement.

Bidder Agrees to Comply with All Conditions Shown on this Form and Attached Terms and Conditions.
FAILURE TO MANUALLY SIGN MAY DISQUALIFY BID.

Authorized Signature _____

Date _____

Typed Name of Signer _____

Check below if preference is claimed under Rule 1 TAC 113.8

- ☐ Texas produced supplies, materials or equipment
- ☐ Texas agricultural products
- ☐ USA produced supplies, materials or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Products made of recycled materials
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants

Federally Certified Small/Small Disadvantaged Businesses

Bidder will list all certifications under any federally recognized business program:

FOR PURCHASING OFFICE USE ONLY

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	If an award is made based on this request, the purchase order to the successful vendor shall be issued under and governed by The University of Texas at Austin's terms and conditions which may be viewed at http://www.utexas.edu/admin/purchasing/tci.html. Orders issued on federal funds are subject to additional University terms and conditions. Any additional terms and conditions, or additional agreements, attached to the vendor's response to this request will not be considered unless specifically referenced on our request form, and are then subject to review and acceptance or rejection by The University. Additional terms and conditions or agreements may result in disqualification of response.				

(CONTINUED)

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Continuation Page

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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	UNLESS FAXING RESPONSE, PLEASE SUBMIT RESPONSE IN DUPLICATE. THE UNIVERSITY OF TEXAS AT AUSTIN HUMANITIES RESEARCH CENTER SEEKS BIDS FOR THE REDESIGN OF AN EXISTING WEBSITE (HRC.UTEXAS.EDU) TO IMPROVE USABILITY AND APPEAL FOR THE GENERAL PUBLIC, RESEARCHERS, AND EDUCATORS; PER THE ATTACHED PROJECT DESCRIPTION AND SPECIFICATIONS; ENTITLED, "SPECIFICATIONS FOR INVITATION TO BID NO.: 00702042-MPCRD FOR THE UNIVERSITY OF TEXAS AT AUSTIN WEB REDESIGN (7-PAGES) TO INCLUDE EXHIBITS ONE(1) THROUGH SIX(7). ----- THIS IS A "BEST VALUE" PROCUREMENT. BIDS RECEIVED WILL BE EVALUATED FOR THE BEST VALUE TO THE UNIVERSITY. THE CRITERIA FOR EVALUATION OF BIDS, WEIGHTED PERCENTAGES USED FOR EVALUATION, AND SELECTION OF THE SUCCESSFUL VENDOR FOR AN AWARD, WILL BE BASED ON THE FACTORS LISTED IN THE ATTACHED SPECIFICATIONS. SUBMISSION OF BID INDICATES BIDDER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND BIDDER'S RECOGNITION THAT SOME SUBJECTIVE JUDGEMENT MAY BE MADE BY THE UNIVERSITY DURING THE ASSIGNING OF POINTS. ----- THE INDIVIDUAL LISTED BELOW MAY BE CONTACTED FOR CLARIFICATION OF THE SPECIFICATIONS ONLY. NO AUTHORITY IS INTENDED OR IMPLIED THAT SPECIFICATIONS MAY BE AMENDED OR ALTERNATES ACCEPTED PRIOR TO BID OPENING WITHOUT WRITTEN APPROVAL OF THE UT AUSTIN PURCHASING OFFICE. **DANIEL ZMUD, WEBMASTER THE UNIVERSITY OF TEXAS AT AUSTIN HARRY RANSOM HUMANITIES RESEARCH CENTER P.O. BOX 7219 AUSTIN, TX 78713 TEL: (512)471-7039 ----- COMPLETION DEADLINE, AS NOTED IN THE SPECIFICATIONS DOCUMENT, WILL BE NO LATER THAN JANUARY 18, 2007 AND/OR PREFERABLY SOONER. ----- TO VIEW/DOWNLOAD THE ENTIRE BID PACKAGE LINK TO: HTTP://ESBD.TBPC.STATE.TX.US/ ----- 915-96				
1	REDESIGN OF EXISTING WEBSITE (HRC.UTEXAS.EDU) TO IMPROVE USABILITY AND APPEAL FOR GENERAL PUBLIC, RESEARCHERS, AND EDUCATORS; PER ATTACHED PROJECT DESCRIPTION AND SPECIFICATIONS.	1	job		

TERMS AND CONDITIONS OF BID

1. BID REQUIREMENTS:

- 1.1** Submit Bid Invitation on this form. Each bid shall be placed in a separate envelope and properly identified with Bid Invitation No. and Opening Date. Bids must be time-stamped at the University Purchasing Office, 2200 Comal Street, Austin, TX 78722 on or before opening date and time shown on other side of this form. Late bids will not be considered.
- 1.2** Bids should be quoted F.O.B. Destination. If otherwise, bidder will show exact cost to deliver. Bid unit price on the quantity specified, extend and show total. In case of errors, unit prices shall govern. Bid prices will be considered firm for acceptance within 30 days after the bid opening date unless otherwise specified. Cash discounts will not be considered in determining award; all cash discounts offered will be taken if earned. Bidder will list and deduct all trade discounts, educational discounts, and other discounts, not based on early payment from the bidder's prices quoted.
- 1.3** University is exempt from State Sales Tax and Federal Excise Tax. Do not include in bid. Tax Exemption Certificate furnished upon request.
- 1.4** Bids must give full name and address of bidder.
- 1.5** University reserves the right to accept or reject all or part of any bid, waive any formalities or technical inconsistencies, delete any requirement or specification from this Invitation, or terminate this solicitation when deemed to be in University's best interest.
- 1.6** Facsimile responses to this Invitation must be on the Invitation Form. Telephone bids and email bids are not acceptable in response to this Invitation. CAUTION: University offers facsimile service as a convenience only. University shall not be responsible for bids received late, illegible, incomplete, or otherwise non responsive due to failure of electronic equipment or operator error. Confirmation of facsimile bids is not required.
- 1.7** Bidder hereby assigns to University any and all claims for overcharges associated with any resulting contract arising under antitrust laws of the United States, 15 U.S.C.A. Sec. 1 et seq. (1973) and the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
- 1.8** The Vendor ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If the Vendor ID number is not known, enter bidder's Federal Employer's Identification Number, or Social Security Number if a sole owner. (Disclosure of SSN, if applicable, is mandatory pursuant to Section 231.005, Texas Family Code, and will be used in determining whether any person having 25% or greater ownership interest in the bidder company is more than 30 days delinquent in paying child support.)
- 1.9** In case of tie bids, any award will be made pursuant to Texas Bldg. & Procurement Comm. Rule 1; T.A.C. Section 113.6 (b)(3)(8) (preferences).
- 1.10** Bidder shall not assign any resulting contract or purchase order without prior written approval from the University Purchasing Office.

2. SPECIFICATIONS:

- 2.1** Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference used in this Invitation is descriptive (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid MUST show manufacturer brand or trade name and description of product offered. Illustrations and complete descriptions of product offered should be made part of the bid. If bidder does not identify exceptions to the specifications shown in this Invitation, bidder will be required to furnish brand names, numbers, etc., as shown in the Invitation.
- 2.2** All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in this Invitation. Verbal agreements to the contrary will not be recognized.
- 2.3** Bidder warrants fault free performance in the processing of date and date related data (including, but not limited to, calculating, comparing and sequencing) by the product(s) identified on this Invitation. Fault free performance includes, but is not limited to, the manipulation of data with dates prior to, through, and beyond January 1, 2000, and during leap years, and performance shall be transparent to the user.

3. DELIVERY:

- 3.1** Bid should show the number of days required to deliver items to University's designated location under normal conditions. Unrealistically short or long delivery promises may cause bid to be disregarded. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days.
- 3.2** The Texas Hazard Communication Act (Article 5182b, VTCS) requires chemical manufacturers and distributors to provide Material Safety Data Sheets (MSDSs) for hazardous materials sold. Products covered by this Act must be accompanied by a MSDS and such products must be labeled in compliance with the law. For any product not covered under the Act, a statement of exemption must be provided.

4. BIDDER AFFIRMATION: BY SIGNATURE HEREON,

- 4.1** Bidder affirms that it has not given or offered to give, and does not 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 the submitted bid. Failure to sign the bid may, and signing it with a false statement shall, void the submitted bid or any resulting contract and bidder will be removed from all bid lists.
- 4.2** Bidder affirms that no kinship, relationship, or affiliation exists between owners, officers, administrators and employees of the bidder and the University which could be construed as a conflict of interest.
- 4.3** Bidder certifies that it is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171, Texas Tax Code. Bidder acknowledges that making a false statement as to its corporate tax status is a material breach of any resulting contract.
- 4.4** Bidder certifies that neither the bidder nor any firm, corporation, partnership or institution represented by bidder, or anyone acting for any such entity has violated the antitrust laws of this State, (codified in Section 15.01 et seq., Texas Business and Commerce Code), or the Federal Antitrust Laws, or communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 4.5** Bidder has not received compensation for participation in the preparation of the specifications for this Invitation to Bid.
- 4.6** Under Section 2155.004, Texas Government Code (re: collecting state and local sales and use taxes) bidder certifies that the individual or entity named in its bid is not ineligible to receive the specified contract, which may be terminated and/or payment withheld if certification is inaccurate.
- 4.7** Bidder agrees that any payments due under any resulting 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.
- 4.8** Bidder certifies, if awarded a contract, that bidder shall defend, indemnify, and hold harmless the State of Texas, the Board of Regents of The University of Texas System, The University of Texas at Austin, and all of their respective 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 bidder, or any agent, employee, subcontractor or supplier of bidder in the execution or performance of the contract.
- 4.9** Bidder certifies that it is in compliance with Section 669.003, Texas 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:

Name of Former Executive: _____
Name of State Agency: _____
Date of separation from State agency: _____
Position with bidder: _____
Date of Employment with bidder: _____

4.10 Bidder will comply with Section 2155.4441, Texas Government Code concerning service contract use of products produced in the State of Texas.

5. TEXAS RESIDENT AFFIRMATION CLAUSE:

By signing this bid, bidder certifies that if a Texas address is shown as the bidder's address, bidder qualifies as a Texas Resident Bidder, as defined in TBPC Rule 1 TAC 111.2. (LEGAL SOURCES: Texas Govt. Code, Sec. 2155.004; Texas Family Code, Sec. 231.006; TBPC Rule, 1 TAC 111.2.)

6. ACCESS BY INDIVIDUALS WITH DISABILITIES:

Bidder represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the University under this bid (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent successful bidder becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then successful bidder represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that successful bidder is unable to do so, then the University may terminate this Agreement and successful bidder will refund to the University all amounts the University has paid under any agreement resulting from this Invitation within thirty (30) days after the termination date.

7. GENERAL:

- 7.1** Inquiries pertaining to this Invitation to Bid must identify the Bid Invitation No. and Opening Date.
- 7.2** Invitation to Bid and any resulting contract or purchase order shall be governed by the laws of the State of Texas.
- 7.3** 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, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, TEXAS GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT ANY INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

REVISED 09/04