



**BIDDER: Please fill in name on each page.**

- Center closes at 5:00 p.m.
3. Results to be transmitted to the University Health Center by an electronic system that will be provided by the awarded vendor.
  4. Lab results to be sent back to the University Health Center daily. Turnaround time for most tests is next day.
  5. Awarded vendor must provide printer, paper, toner, lock box, and all blood or testing supplies (needles, tubes, etc.)
  6. Awarded vendor must provide and pay for telephone line.
  7. All quantities of tests to be ordered are estimated. No quantity or volume of service is guaranteed. Exact quantities ordered may be more or less than quantity stated in bid.
  8. Additional tests may be added as necessary and special tests may be needed periodically.
  9. Prices bid must be firm for the entire contract period from 9/1/08 – 8/31/09.

The most commonly used tests and estimated yearly quantities are listed below. Please provide Unit Price and Extended Price for each test. All tests listed must be bid. Failure to bid any item listed may result in bid being disqualified.

Chlamydia	660 Ea.
CMP	375 Ea.
CBC	400 Ea.
Lipid Panel	100 Ea.
Pap Smear	725 Ea.
TSH	250 Ea.
HIV	300 Ea.
Hepatic Function	20 Ea.
COC Drug Screen	15 Ea.
Amylase	20 Ea.
2 Hr GTT 75gm Load	50 Ea.
Hemoglobin A1C & BS EST	25 Ea.
Lipase	20 Ea.
HCG-QN	20 Ea.
Serum HCG	20 Ea.
CBC/Manual Diff	45 Ea.
SED-Rate	50 Ea.
Mono Screen	150 Ea.
RPR	200 Ea.
EBV – 1gm	15 Ea.
Herpes Simplex II GG Antibody	100 Ea.
Varicella Zoster 1GG	15 Ea.
Throat Cultures	250 Ea.
Urine C & S	80 Ea.
Herpes Culture and Typing	50 Ea.
GC Culture	660 Ea.
Thin Prep (Image)	50 Ea.
Tissue Biopsy	15 Ea.

**ESTIMATED TOTAL PRICE: \$** \_\_\_\_\_

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Additional tests may be added as necessary. Please furnish price list and list the discount from price list that will be given to the Sam Houston State University Health Center. Discount from the price list may be a factor in award.

\_\_\_\_\_ % Discount from Price List

Special tests may be needed periodically. For these special tests, prices will be obtained from company representative. Bidder must provide contact information for company representative from whom to obtaining pricing for special tests.

List Company Representative Contact Information:

\_\_\_\_\_ Name

\_\_\_\_\_ Phone

\_\_\_\_\_ Email

Escalation Rate, if needed, for Option Year:

First Year Renewal \_\_\_\_\_ %

If escalation rate is left blank, it is assumed it is 0%.

**NOTES:**

1. Bids must be signed.
2. Faxed bids are acceptable. Bid fax number: 936-294-1997.
3. Point of Contact: Kristie Kelarek, Purchaser I, 936-294-1901 or [klk008@shsu.edu](mailto:klk008@shsu.edu).
4. Term of this contract is for 9/1/08 – 8/31/09, with the option to renew for an additional year.
5. Evaluation Factors: Award will be made to the bidder who provides the best price that meets or exceeds the specifications and how well the bidder followed the IFB instructions.
6. Addenda to IFB: If it becomes necessary to revise any part of this bid, a written notice of revision (Addenda) will be posted at [www.shsu.edu/wca](http://www.shsu.edu/wca), the website of the Walker County Alliance and the State of Texas Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us/>. It is the responsibility of the bidder to monitor the websites for Addenda or other responses. Addenda are usually posted within 48 hours after technical questions are due.
7. Bidder Questions: Bidders will have until Noon

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Central Standard Time, July 18, 2008, to submit written questions for clarification of the specifications. Send all questions to Kristie Kelarek via email at [klk008@shsu.edu](mailto:klk008@shsu.edu) or fax to 936-294-1997. All questions will be reviewed, consolidated where possible, and answered in a single Addendum to the IFB. The Addendum will be posted on the websites listed in Note 6.

- 8. Bidder is responsible for insuring the legibility of their response.
- 9. Invoice and Payment:
  - A. SHSU is an agency of the State of Texas and is Tax Exempt. A tax exempt form is available upon request.
  - B. Payment will be made by SHSU Accounts Payable after receipt of a correct Invoice and receipt of a Payment Approval Form from the Department.
  - C. Vendor should submit invoice to:  
 Sam Houston State University  
 Accounts Payable Department  
 P.O. Box 2027  
 Huntsville, TX 77341

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

**1. BIDDING REQUIREMENTS:**

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bids must be time/date stamped by Sam Houston State University (SHSU) Purchasing department on or before the hour and date specified for the bid opening. Bids should list the bid number, opening date and time in the lower left corner of the sealed envelope in which the bid is submitted and show the correct SHSU address as stated on the bid form.
- 1.3 Bids should be submitted on this Invitation For Bid form. Bidders must price per unit shown. Unit prices shall govern in the event of an extension error. If a price quotation is submitted as a part of the bid, the quotation should be referenced on the SHSU bid document and the SHSU Invitation For Bid form must be manually signed by the bidder to establish formal linkage to the bid.
- 1.4 Late or unsigned bids will not be considered under any circumstances. Person signing the bid must have authority to bind the firm in a contract. The vendor (not the carrier/mail service/or University) is solely responsible for ensuring the bid is received prior to the bid opening in the Purchasing Department as specified on the bid form. Late bids properly identified will be returned, unopened, to the bidder.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed, unless otherwise noted in the bid specifications.
- 1.6 Bid prices are requested to be firm for SHSU acceptance for 30 calendar days from bid opening date. Discount from list bids are not acceptable, unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bids should give the Vendor ID number (as issued by the Comptroller of Public Accounts of Texas), full firm name and address of bidder, phone, and fax on the face of this form. If the Vendor ID number is not known, enter the 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 231.006, 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. Bidders that have pre-registered this information with the Texas Comptroller of Public Accounts website on the Centralized Master Bidders List have satisfied this requirement. Additionally, the firm name should appear on all continuation pages of this bid form.

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1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by SHSU, based on an acceptable written reason.

1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in this bid.

1.10 The State reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.

1.11 Consistent and continued tie bidding could cause rejection of bids by SHSU and/or investigation for antitrust violations.

1.12 SHSU offers facsimile service as a convenience only. The telephone number for FAX submission of bids is 936-294-1997. This is the only number that will be used for the receipt of bids. SHSU shall not be responsible for failure of electronic equipment or operator-error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. SHSU Purchasing holds the official time clock.

1.13 If a bidder takes exception to any specifications within this Invitation for Bids, they must notify the Purchasing department in writing prior to the scheduled bid opening date and time.

1.14 Texas Public Information Act: Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). If a bidder believes any information contained in the bidder's response package contains any proprietary or confidential information the bidder must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact bidder prior to release of claimed proprietary information. If, at that time, the bidder still believes information provided is proprietary or confidential, the bidder shall timely notify the University in writing of the factual and legal basis of the claim. If the University submits the documents to the Texas Attorney General's Office for a ruling on the bidder's claim of privilege, the latter may elect to make arguments directly to the Attorney General's Office in support of the claim of privilege.

**2. SPECIFICATIONS**

2.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference in this Invitation For Bid 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 other than referenced specifications, the bid MUST show manufacturer brand or trade name and description of product offered. Illustrations, product brochures, literature, etc. with complete descriptions of products offered should be made a part of the bid. If bidder does not identify exceptions to the specifications shown in this Invitation to Bid, bidder will be required to furnish brand names, numbers, etc. as shown in this Invitation to Bid.

2.2 Unless otherwise specified in this document, all items shall be new and unused and of current production.

2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from the UL, FMRC or NEMA.

2.4 Sample, when requested, must be furnished free of expense to the State. If not destroyed in examination they will be returned to the bidder, on request, at the bidder's expense. Each sample should be marked with bidder's name, and address and requisition number. Do not enclose in or attach bid to sample.

2.5 SHSU will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid.

2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the specifications in this Invitation For Bid.

**3. DELIVERY**

3.1 Bid should show the number of days required to place material/deliver items to the University's designated location under normal conditions.

Delivery days mean calendar days. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause the bid to be disregarded.

3.2 If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

3.3 Delivery shall be made during normal working hours, 8:00 a.m.-4:00 p.m. CST only, unless prior approval has been obtained from SHSU.

3.4 No substitutions permitted without the prior written approval of SHSU.

**4. TIE BIDS**

4.1 Tie Bids- Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).

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5.1 All goods will be subject to inspection and test by SHSU. Authorized SHSU personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at SHSU's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

**6. AWARD OF CONTRACT**

6.1 A response to this Invitation For Bid is an offer to contract based upon the lowest price that meets or exceeds specifications contained herein or the best value criteria if stated in the specifications contained herein. Bids do not become contracts until they are accepted through a SHSU purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Huntsville, Texas.

**7. CANCELLATION OF CONTRACT**

7.1 If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

**8. PAYMENT**

8.1 Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods/services on an uncontested invoice. The payment process will begin when SHSU Purchasing/Accounts Payable receives the authorized payment approval form from the department/end user.

**9. FUNDING OUT CLAUSE**

9.1 Sam Houston State University reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

**10. PATENTS & COPYRIGHTS**

10.1 The vendor agrees to protect SHSU from claims involving infringement of patents and copyrights.

**11. VENDOR ASSIGNMENTS**

11.1 Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to Invitation For Bid forms must give the requisition number, codes and opening date.

**12. BIDDER AFFIRMATION**

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed:

12.1 The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid.

12.2 The bidder is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

12.3 Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated any antitrust laws of this State or the Federal Antitrust Laws (see Section 9 above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

12.4 The bidder has not received compensation for participation in the preparation of the specifications for this Invitation For Bid.

12.5 If applicable, pursuant to Texas Family Code, Title 5, Section 231.006(d) Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

12.6 Pursuant to Section 2155.004 Government Code re: collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

Bid Number: 753-8-066KLLK

Due Date/Time: 7/29/08 3:00 p.m.

Bidder's Firm Name:

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12.7 The contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor, in the execution or performance of this contract.

12.8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of former executive: \_\_\_\_\_

Name of State agency: \_\_\_\_\_

Date of separation from State agency: \_\_\_\_\_

Position with Bidder: \_\_\_\_\_

Date of Employment with bidder: \_\_\_\_\_

**13. TECHNOLOGY ACCESS CLAUSE**

13.1 The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to Sam Houston State University that the technology provided to Sam Houston State University for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

\*providing equivalent access for effective use by both visual and non-visual means;

\*presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and

\*being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives

**14. NOTICE TO BIDDERS**

14.1 Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.

14.2 Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act")

14.3 Equal opportunity – Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age or disability in the performance of the resulting contract.

06/02/08