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OVERVIEW

The Cancer Prevention and Research Institute of Texas, or CPRIT, is charged by the Texas Legislature to:

- Create and expedite innovation in the area of cancer research, and enhance the potential for a medical or scientific breakthrough in the prevention of cancer and cures for cancer;
- Attract, create, or expand research capabilities of public or private institutions of higher education and other public or private entities that will promote a substantial increase in cancer research and in the creation of high-quality new jobs in this state; and
- Develop and implement the Texas Cancer Plan.

Created by the Texas Legislature and authorized by Texas voters in 2007, CPRIT began in 2009 to award grants to Texas-based organizations and institutions for cancer-related research and product development and for the delivery of cancer prevention programs and services.

CPRIT staff utilizes the Comptroller’s Office’s Texas Procurement and Support Services (TPASS) Procurement Manual, the training provided by them, and the TPASS Contract Management Guide to ensure that the rules and laws of the state regarding procurement and contract management are upheld.
ORGANIZATION PURCHASING STRUCTURE

The Chief Operating Officer ensures that proper purchasing and contract management procedures are followed at CPRIT. The Purchaser is responsible for making sure that the agency follows appropriate state purchasing and contract management guidelines. The Chief Executive Officer and/or Chief Operating Officer make final decisions on procurement contracts, and both have the authority to sign contracts for CPRIT.

The CPRIT Oversight Committee must approve all agency commodity or service contracts with a value of $100,000 or more at an open meeting. The Oversight Committee meets a minimum of once every quarter of the calendar year. Contracts for commodity or service purchases with a value of less than $100,000 are reported to the Oversight Committee by the Chief Executive Officer or the Chief Operating Officer.

TRAINING

The Purchaser must attend necessary public purchasing courses and contract management courses to maintain required state certifications to perform purchasing and contract management duties.

The following certifications are required to make agency purchases:

1. $0.00 - $25,000.00 – Must have “Basic Public Purchasing” class.
2. $25,000.01 - $100,000.00 – Must have “Certified Texas Purchaser” certification.
3. $100,000.01 and above – Must have “Certified Texas Purchasing Manager” certification.

PURCHASING AUTHORITY

TPASS by rule has delegated authority to state agencies to make purchases of the following:

- a commodity or service with an estimated purchase price not greater than $5,000;
- a commodity with an estimated purchase price not greater than $25,000, except for commodities on TPASS TxSmartBuy term or TPASS Managed contracts;
- a service with an estimated purchase price not greater than $100,000; or
- purchases of publications directly from the publisher.
Purchases for services with an estimated cost exceeding $100,000 must be submitted to TPASS for review prior to advertising the solicitation. Reference 34 Texas Administrative Code 20.41.

ETHICS & CONFLICT OF INTEREST

Employees must comply with the rules of CPRIT found in 25 Texas Administrative Code Chapter 702, a copy of which is provided to all employees and officers of CPRIT.

In addition, CPRIT employees generally may not perform any of the following:
- Knowingly participate in any work on a contract in which the employee or a member of the employee’s immediate family has an actual or potential financial interest in the contract, including, but not limited to, prospective employment. The term “participate” includes, but is not limited to, decision making, approval, disapproval, recommendation, giving advice, investigation or similar action.
- Knowingly disclose confidential information for personal gain or otherwise.
- Be employed by CPRIT at a pay classification of A17 or B9, Step 1 or higher if the employee or the spouse of the employee is an officer, manager, or paid consultant of a Texas trade association of businesses that contracts with the state.
- Solicit or accept anything of value from an actual or potential vendor.
- Be employed by, or agree to work for, a vendor or potential vendor.
Reference 34 Texas Administrative Code §20.41.

A CPRIT employee who had a pay classification of A17 or B9, Step 1 or higher who ceases service or employment with the agency may not, as a former employee, represent any person or receive compensation for services rendered on behalf of any person regarding a particular matter (contract, a specific investigation, application, request for a ruling or determination, rulemaking proceeding, claim, charge or other proceeding) in which the former employee participated during the period of employment, either through personal involvement or because the matter was within the employee’s official responsibility. Reference Texas Government Code § 572.054.

A vendor or potential vendor may not offer, give, or agree to give an employee anything of value and if such instance occurs, the employee must notify the Chief Executive Officer or Chief Operating Officer immediately.

CPRIT purchasing staff is required to sign a Conflict of Interest form annually which is retained in personnel files. See Attachment I.

Oversight Committee members, the Chief Executive Officer, the General Counsel, the Chief Operating Officer, and the Purchaser must certify in writing that neither they nor any family member related within a second degree of affinity or consanguinity of any of those positions has a financial interest in a vendor with whom CPRIT intends to enter into a contract. If any individual listed above indicates that he or a family member has a financial interest in a vendor with whom CPRIT intends to enter into a contract, the agency may not enter into a contract with that particular vendor and will have to find another vendor who can provide the commodity or perform the service. See Attachment II. References Texas Government Code, Sec. 2161, 251.

CPRIT staff and Oversight Committee members involved in a procurement or contract negotiation for a commodity or service are prohibited from accepting employment from any vendor who responded to any agency solicitation (i.e., Request for Quote, Request for Offer, Request for Proposal, Invitation for Bid) before the second anniversary of the date of the officer’s service or staff’s employment with CPRIT ceases. Reference Texas Government Code, Sec. 572.069.

REPORTS

All applicable reports required by the TPASS and the Legislature are completed by the Purchaser,
Accountant or Operations Manager.

Examples are:
- HUB Reports Due March 15th and September 15th
- HUB Progress Report Due December 31st
- Annual Report of Non-financial Data Due December 31

**PROCUREMENT CARD**

CPRIT participates in the State Procurement Card program. The Purchaser is the Procurement Card Administrator with responsibility for implementation, program administration, and reporting applicable to the agency’s procurement card. CPRIT uses the procurement card in situations in which:

1. A vendor will not accept any other form of payment.
2. A vendor requires payment in a shorter time period than the agency can have a warrant issued and mailed to the vendor.
3. A vendor offers a discount for payments made with a credit card.
4. Other circumstances approved by the Chief Operating Officer.

Every effort shall be made to utilize a Historically Underutilized Business (HUB) for each transaction. The Purchaser must review the HUB report information provided by the CPA to ensure proper HUB credit is given for procurement card purchases.

**PURCHASING PROCEDURES**

The purchase process begins when a completed Purchase Requisition for a commodity or service is submitted to the Purchaser with any necessary background information. The Purchaser determines if the commodity or service is available through the Department of Information Resources (DIR) Information and Communication Technology cooperative contracts, Council on Competitive Government (CCG) contracts, TIBH Industries, Inc., Texas Correction Industries (TCI), TPASS Managed Contracts, TPASS TxBuy SmartBuy Term Contracts, or TPASS Texas Multiple Award Schedule (TXMAS) contracts. If the good or service is available through one of the above purchasing methods, that method must be given priority in the purchasing process. The Purchaser follows the procurement procedures established for the purchasing method. Reference TPASS Procurement Manual, Section 2.4

If the commodity or service is not available through a purchasing method listed above, CPRIT may proceed with a competitive bid/open market purchase. If the commodity or service has an estimated purchase price not greater than $25,000, an informal bid process can be utilized to obtain the commodity or service. The informal bid process is used for procurements which because of the relatively low amount of money involved, does not require the agency to follow a formal bidding process. Purchases that do not exceed $5,000 do not have to be competitively bid.

If a commodity or service has an estimated purchase price greater than $25,000, then a formal competitive open bid process must be used to obtain the commodity or service. The formal bid process is used for procurements for amounts greater than $25,000 for which a written bid must be submitted in a sealed envelope in accordance with a prescribed format or transmitted electronically to CPRIT in accordance with procedures established by CPRIT.

For all open market solicitations, CPRIT utilizes the Centralized Master Bidders List (CMBL) maintained by the Comptroller’s Office to notify vendors about the agency's solicitations for commodities or services.

When contracting for services or using contracted workforce, CPRIT staff should consider the: goals and objectives; current staff skills and expertise; costs and productivity; type and nature of services needed; and volume and timeframe needed. Employee productivity, expertise and skills should be analyzed to determine the cost-effectiveness of hiring a contractor to perform a service.
Historically Underutilized Business Program
CPRIT makes a good faith effort to from certified HUBs to achieve the goals established for the agency. CPRIT contacts all appropriate certified HUBs listed on the CMBL about CPRIT bidding opportunities.

System for Award Management and Debarred Vendor List
CPRIT should not conduct business with vendors who have been debarred by the System for Award Management (SAM) or the Comptroller of Public Accounts’ Debarred Vendor List. SAM identifies vendors excluded throughout the U.S. Government (unless otherwise noted) from receiving federal contracts or certain subcontracts and from certain types of federal financial and nonfinancial assistance and benefits. SAM must be checked prior to any initial contract or renewal being made by the CPRIT. SAM is maintained by the General Services Administration, https://www.sam.gov/portal/SAM/#1.

Printing Services
For printing services with an estimated value of $1,000 or more, first priority must be given to the TCI Print Shops and CCG State Approved Print Shop. The CCG on-line portal, https://www.window.state.tx.us/ccg/, must be used to submit at print shop job request form. If CPRIT receives no responsive bids from a state print shop or if the Purchaser together with the Contract Administrator for the printing project determine after performing the bid evaluation that best value would be achieved through a private sector vendor, the Purchaser may use the informal bid process outlined below. A description of print service that are estimated to exceed $25,000 must be sent to TPASS for review. CPRIT will follow TPASS’ instruction on the procurement process in this circumstance. Reference TPASS Procurement Manual, Section 2.16.

Informal Bid Process
For a commodity or service with a dollar threshold between $5,000.01 and $25,000.00, the informal bid process outlined below must be followed.

1. Initiating the Purchase Process for Commodities and Services of $25,000 or less
   a. The purchase process begins when a completed Purchase Requisition for a commodity or service is submitted to the Purchaser with any necessary background information.
   b. The requestor becomes the assigned Contract Administrator for the commodity or service.

2. Obtaining Bids
   a. The Purchaser consults with the Contract Administrator to determine the best approach to meet the agency’s needs.
   b. The Purchaser must notify the Chief Operating Officer of the procurement method that will be used and provide a copy of the solicitation request to be posted.
   c. The Chief Operating Officer must approve the solicitation request.
   d. Upon approval, the Purchaser must submit the posting to the Electronic State Business Daily (ESBD) and ensure it is posted on CPRIT’s website (Procurement landing page--Current Solicitation opportunities table).
   e. The Purchaser will contact at least three (3) CMBL vendors in the appropriate category to allow them the opportunity to bid on the commodity or service. The Purchaser will notify all of the designated HUB vendors in the appropriate category on the CMBL list.

3. Bid Review
   a. The Purchaser consults with the Contract Administrator to evaluate bids submitted in response to the request for pricing, determines the selection of a vendor for the commodity or service, and documents the decision.
   b. The Purchaser must notify the Chief Operating Officer and Staff Attorney of the decision with the name of the successful vendor and purchase amount.
   c. The Staff Attorney must obtain written certifications of no financial interest from Oversight Committee members, the Chief Executive Officer, the General Counsel, the Chief Operating Officer, and the Purchaser before the agency can proceed with finalizing a contract or PO.
4. Issuing a Purchase Order or Contract
   a. The Purchaser must verify that the selected vendor is not debarred from conducting business with the federal government on SAM and with the state on the Comptroller of Public Accounts’ Debarred Vendors List.
   b. The Purchaser issues a Purchase Order (PO) for the commodity or service. If a contract is necessary, the Purchaser prepares the notice of award for the Chief Executive Officer signature.
   c. The Purchaser should provide a copy of the signed PO or executed contract to the Contract Administrator and the Chief Operating Officer.
   d. The Purchaser ensures that all required notifications are completed and ensures that the contract is posted on the agency’s website on the procurement landing page.

5. Administering the Contract
   a. After the PO is issued or contract is executed, the Contract Administrator should contact the vendor to discuss the contract requirements, including reporting.
   b. The vendor should be notified that all invoices must be sent directly to the agency Accountant. Invoices received by the Accountant will be date and time stamped.
   c. The Accountant will provide a copy of the invoice to the Contract Administrator to approve the payment. The Contract Administrator must return the signed invoice approving the payment along with any documents submitted to CPRIT reflecting the vendor’s work during that period within 15 days of the date stamped on the invoice or notify the Accountant that there are questions related to the invoice that have to be addressed before it can be approved.
   d. Invoices that are under $5,000 can be paid after the Accountant receives an approved invoice. Invoices for $5,000 or more must be paid on the 30th day after receipt of the invoice under the Prompt Payment Act, unless questions related to the invoice cannot be addressed during that time. Invoices paid after 30 days are subject to the interest payments.

Formal Bid Process
For a commodity or service with a dollar threshold that is estimated to exceed $25,000, the formal bid process outlined below must be followed.

1. Initiating the Purchasing Process for Commodities and Services for more than $25,000
   a. The purchase process begins when a completed Purchase Requisition for a commodity or service is submitted to the Purchaser with any necessary background information.
   b. The Purchaser determines the best procurement method to use after considering all of the requirements for the commodity or service. The Purchaser will obtain a Statement of Work for a service or a detailed description of a commodity from the staff requestor who will be designated the Contract Administrator for the purchasing and contract management process.
   c. For a Request for Proposal (RFP) or an Invitation for Bid (IFB), the Purchaser must assign a control number to identify the procurement opportunity.
   d. The Purchaser will work with the Contract Administrator to complete a timeline for the procurement process, including evaluation of proposals that are submitted.
   e. For commodities estimated to cost in excess of $25,000 and services estimated to cost in excess of $100,000, the Purchaser must provide the specifications for a commodity or statement of work for a service to TPASS to obtain delegated authority for the agency to proceed with advertising the solicitation on its own. If purchasing authority is not delegated to the agency on a particular procurement, the agency’s responsibilities continue from Step 3, Bid Review.

2. Obtaining Bids
   a. Using the IFB template (Attachment II) or RFP, the Purchaser develops a draft of the procurement document with applicable items including a scope of work, deliverables, evaluation criteria, control number, project timeline, renewal options, and any
recommended changes to standard provisions. The draft should be provided to the
Contract Administrator and the Chief Operating Officer for review.

b. The Chief Operating Officer must approve the procurement document for posting.
c. Upon approval, the Purchaser must submit the posting to the Electronic State Business
   Daily (ESBD) and ensure it is posted on CPRIT’s website (Procurement landing page--
   Current Solicitation opportunities table).
d. The Purchaser will contact at least three (3) CMBL vendors in the appropriate category to
   allow them the opportunity to bid on the commodity or service. The Purchaser will notify
   all of the designated HUB vendors in the appropriate category on the CMBL list.

3. Bid Review
   a. The Contract Administrator must recruit members of the evaluation team from among
      other CPRIT staff. Each evaluation team must have at least three (3) members.
   b. The evaluation team must complete written evaluation of each bid submitted in response
      to the solicitation to determine the selection of a vendor for the commodity or service.
   c. The Purchaser must notify the Chief Operating Officer and Staff Attorney of the decision
      with the name of the successful vendor and purchase amount.
   d. The Staff Attorney must obtain written certifications of no financial interest from Oversight
      Committee members, the Chief Executive Officer, the General Counsel, the Chief
      Operating Officer, and the Purchaser before the agency can proceed with finalizing a
      contract or PO.

4. Issuing a Contract
   a. The Purchaser must verify that the selected vendor is not debarred from conducting
      business with the federal government on SAM and with the state on the Comptroller of
      Public Accounts’ Debarred Vendors List.
   b. The Purchaser prepares a notice of award for the Chief Executive Officer signature if a
      contract is issued.
   c. The Purchaser should provide a copy of the signed PO or executed contract to the
      Contract Administrator and the Chief Operating Officer.
   d. The Purchaser ensures that all required notifications are completed and ensures that the
      contract is posted on the agency’s website on the procurement landing page.

5. Administering the Contract
   a. After the PO is issued or contract is executed, the Contract Administrator should contact
      the vendor to discuss the contract requirements, including reporting.
   b. The vendor should be notified that all invoices must be sent directly to the agency
      Accountant. Invoices received by the Accountant will be date and time stamped.
   c. The Accountant will provide a copy of the invoice to the Contract Administrator to
      approve the payment. The Contract Administrator must return the signed invoice
      approving the payment along with any documents submitted to CPRIT reflecting the
      vendor’s work during that period within 15 days of the date stamped on the invoice or
      notify the Accountant that there are questions related to the invoice that have to be
      addressed before it can be approved.
   d. Invoices that are under $5,000 can be paid after the Accountant receives an approved
      invoice. Invoices for $5,000 or more must be paid on the 30th day after receipt of the
      invoice under the Prompt Payment Act, unless questions related to the invoice cannot be
      addressed during that time. Invoices paid after 30 days are subject to the interest
      payments.

The General Counsel reviews the RFP and IFB templates at least once each fiscal year to ensure that
they contain necessary assurances are included such as non-discrimination, adequate public liability and
other liability assurances. The General Counsel reviews final solicitation documents for agency
procurements that are estimated to exceed $1 million.
CONTRACT MANAGEMENT

To ensure that the appropriated funds are spent effectively and efficiently, Contract Administrators monitor the services performed or commodity procured on a continuing basis. Contracts are managed throughout the duration of the contract using the language in the signed contract. As work is completed and before payment can be processed for services rendered, verification of time and quality of work is reviewed and should be approved by the Contract Manager of the service or commodity. If a Contract Manager has questions or concerns about any items related to the contract, the Contract Manager should consult the Purchaser. If the question or concern cannot be resolved by the Purchaser, it should be escalated to the Chief Operating Officer, General Counsel, and/or Chief Executive Officer.

Vendor Performance
CPRIT must document and advise TPASS of exceptional and unsatisfactory vendor performance. For contracts that exceed $25,000, the Vendor Performance Form (available at http://www.lcc.edu/purchasing/services_information/vendor_performance.aspx) will be completed within 30 days of completion of the contract. For performance that is unsatisfactory, CPRIT will provide explanation and documentation regarding the goods or services and will retain the documents in the vendor's contract file. The documentation will include correspondence with the vendor and any other items relating to the vendor’s performance.
ATTACHMENT I

Conflict of Interest

TEXAS GOVERNMENT CODE, TITLE 10, SUBTITLE D., SECTION 2155.003

No employee of the Cancer Prevention and Research CPRIT of Texas shall be interested in, or in any manner connected with, any contract or bid for furnishing supplies, materials, services, and equipment of any kind to any agency of the State of Texas. Neither shall any employee, under penalty of dismissal, accept or receive from any person, firm or corporation to whom any contract may be awarded, directly or indirectly, by rebate, gift, or otherwise, any money or other thing of value whatever, nor shall he receive any promise, obligation, or contract for future reward or compensation from any such party.

I certify that I have read and understand the above statement.

______________________________
Employee Signature

____________________
Date

____________________
Printed Name

cc: Personnel File
ATTACHMENT II
CANCER PREVENTION AND RESEARCH CPRIT OF TEXAS INVITATION FOR BIDS

10/03

BID OPENING

REQUISITION NO. ♠

FAILURE TO SIGN WILL DISQUALIFY BID

AUTHORIZED SIGNATURE DATE

*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in Rule 1 TAC 113.2.

IF BIDDING, RETURN SEALED BIDS TO: CANCER PREVENTION AND RESEARCH CPRIT OF TEXAS
P.O. BOX 12097, AUSTIN, TX 78711
OR HAND DELIVER TO 701 W. 51st, S256W FAX NUMBER FOR BIDDING ONLY: 512-475-2563

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS TO THIS IFB

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

AGENCY TO INVOICE

Cancer Prevention and Research CPRIT of Texas
P.O. Box 12097

DESTINATION OF GOODS IF DIFFERENT THAN ABOVE
Cancer Prevention and Research CPRIT of Texas 701 W. 51st Street, Suite 256-W Austin, Texas 78751

DELIVERY IN ___ DAYS, CASH DISCOUNT ___% ___ DAYS
Check below if preference claimed under Rule 1 TAC 113.8
( ) Supplies, materials, equipment, or services produced in TX/ offered by TX bidders*
( ) Agricultural products and services offered by TX bidders*
( ) USA produced supplies, materials, or equipment
( ) Products of persons with mental or physical disabilities
( ) Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
( ) Energy efficient products
( ) Rubberized asphalt paving material
( ) Recycled motor oil and lubricants
( ) Products produced at facilities located on formerly contaminated property
( ) Products and services from economically depressed or blighted areas

The Texas ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following: Enter Federal Employer’s Identification Number or Sole owner should also enter Social Security Number

AWARD NOTICE: The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.

ITEM NO. CLASS & ITEM DESCRIPTION QUANTITY UNIT MAKE/MODEL UNIT PRICE EXTENSION
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 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.

1.3 Bids should be submitted on this form. Bids must be time stamped at Cancer Prevention and Research CPRIT (CPRIT) on or before the hour and date specified for the bid opening.

1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.

1.5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.

1.6 Bid prices are requested to be firm for CPRIT acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.

1.7 Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, the above name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.

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 the TPASS based on an acceptable write-off reason.

1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise tax Exemption Certificates are available upon request.

1.10 The State reserves the right to accept or reject all or any part of any kind, 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 the CPRIT and/or investigation for antitrust violations.

1.12 The telephone number for FAX submission of bids is 1-512-463-1400. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

1.13 Inquiries pertaining to IFBs must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

2.1 Catalogs, brand names or manufacturer’s references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are required to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

2.2 Unless otherwise specified, items shall be new and unused and of current production.

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

2.4 Samples, 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 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 The State will not be bound by any oral statement or representation contrary to the written specifications of this invitation for Bids (IFB).

2.6 Manufacturer’s standard warranty shall apply unless otherwise stated in the IFB.

3. TIE BIDS - Awards will be made in accordance with Rule TAC Section 113.6 (b) (3) and 113.8 (Preferences).

4. DELIVERY

4.1 Show number of days required to place material in receiving agency with designation to contractor's delivery point. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.

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

4.3 No substitutions permitted without written approval of CPRIT.

4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

5. INSPECTION AND TESTS - All goods will be subject to inspection and test by the State. Authorized CPRIT personnel shall have access to supplier’s place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the discretion of the State, 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 - A response to this IFB is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

7. PAYMENT - Vendor shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.

8. PATENTS OR COPYRIGHTS - The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

9. VENDOR ASSIGNMENTS - Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States U.S.G.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX.Bus. & Com.Code Ann. Secs.15.01 et seq. 1967.

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

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

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

10.3 Pursuant to Section 2155.004 Government Code, the bidder has not received compensation for participation in the preparation of the specifications for this IFB.

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

10.5 Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

10.6 The Contractor shall defend, indemnify, and hold harmless the State of Texas, 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.

10.7 Bidders agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

10.8 Bidders 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:
Date of separation from State agency:
Position bidder:
Date of Employment with bidder:

10.9 Bidders agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

10.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

11. Pursuant to Section 231.006 (e), Family Code, bid must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Attach name & social security numbers for each person. This information must be provided prior to contract award.

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

13. The dispute resolution process provided for in chapter 2250 of the Texas Government Code must be used by the CPRIT and the contractor to attempt to resolve all disputes arising under this contract.

13.1 Information documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552, Tex GovCode (“Public Information Act”).

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

1. providing equivalent access for effective use by both visual and non visual means;
2. presenting information, including prompts used for interactive communications, in formats intended for both visual and non visual use; and
3. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

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

15.1 “Exemption Declaration: Pursuant to the provisions of the Texas Government Code, Chapter 2157.005(d) this requirement is for the purchase of a wireless communication device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. The provisions of the Technology Access Clause do not apply.”
ATTACHMENT IV
Authorized Signatures

Authorized signatures to approve or sign proprietary justification letters and membership fee approvals are as follows:

______________________________
Wayne R. Roberts, Chief Executive Officer

______________________________
Heidi McConnell, Chief Operating Officer