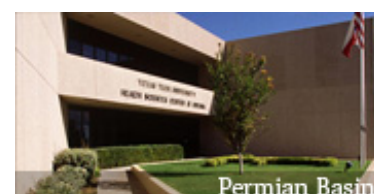


## INVITATION FOR BID

**Optical Supplies****IFB 739-SL3809803**

Due Date: July 17, 2026

Bids must be time stamped by the Texas Tech University Health Sciences Center Purchasing Office before the hour and date specified for receipt of solicitation.



## SUBMITTAL CHECKLIST

Due Date: July 17, 2026

Request Number:	IFB 739-SL3809803
Vendor Name:	
Contact Name:	
Phone Number:	
Contact E-Mail:	

Deliver Bid to:

TTUHSC prefers that all bids be submitted using the TechBid system  
(<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TexasTech>).

Or *Alternatively* Mailed To:

Texas Tech University Health Sciences Center  
Purchasing Office  
3601 4th Street STOP 9021  
Lubbock, Texas 79430



**Texas Tech University Health Sciences Center  
IFB 739-SL3809803**

## **1.1 Introduction**

The Texas Tech University Health Sciences Center ("TTUHSC"), a part of the Texas Tech University System, seeks bids from qualified firms for Optical Supplies (the "Products").

## **1.2 Description of Texas Tech TTUHSC Health Sciences Center**

TTUHSC has as its major objectives the provision of quality education and development of academic, research, patient care, and community service programs to meet the health care needs of West Texas, which in total is comprised of 108 counties and represents 50% of Texas' land mass and 11% of its total population. This 131,000 square mile service area and population of 2.7 million has been, and remains highly underserved by health professionals and accessible health care facilities, despite the substantial and meaningful contribution made by our institution. While education of students and residents remains the primary focus of the institution, there has been an important impact on the health status of West Texas.

Please visit the campus web sites for more information:

- [Abilene campus](#)
- [Amarillo campus](#)
- [Dallas/Fort Worth campus](#)
- [Lubbock campus](#)
- [Permian Basin campus](#)

[TTUHSC Fact Book](#)

## **1.3 Group Purchasing Authority**

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Bidder under this IFB.

## **1.4 Minimum Requirements**

Each Bidder must include information that clearly indicates that Bidder meets each of the following minimum qualification requirements if applicable:

Bidder is current with the State of Texas Comptroller of Public Accounts (if applicable)  
<https://fmcpcpa.state.tx.us/tpis/>

Bidder can provide Certificate of Franchise Tax status. (if applicable)  
<https://ourcpa.cpa.state.tx.us/coa/Index.html>

Bidder shall demonstrate evidence of certifications, permits, licenses and insurances as appropriate to provide the Products as required.

Proposer certifies that neither it, nor its holding companies or subsidiaries, is:



- (a) Listed in Section 889 of the 2019 National Defense Authorization Act;
- (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or
- (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
- (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

## 1.5 Specifications

Texas Tech University Health Sciences Center is seeking the following described products:

Delivery of optical supplies as described below to the following prison locations with the option to add additional prison units. Freight must be included in the cost and estimated delivery of products must be within 10-15 days.

### Prison Locations:

- ALLRED 2101 FM 369 North, Iowa Park, TX 76367
- BATEN 1995 Helton Road, Pampa, TX 79065
- CLEMENTS 9601 Spur 591, Amarillo, TX 79107
- DALBY 805 N Ave F, Post, TX 79356
- DALHART 11950 FM 998, Dalhart, TX 79022
- FORMBY 970 Country Rd. AA Plainview TX 79072
- FT. STOCKTON 1536 IH-10 East, Fort Stockton, TX 79735
- HAVINS 500 FM 45 East, Brownwood, TX 76801
- JORDAN 1992 Helton Road, Pampa, TX 79065
- LYNAUGH 1098 South Highway 2037, Fort Stockton, TX 79735
- MIDDLETON 13055 FM 3522, Abilene, TX 79601
- MONTFORD 8602 Peach Street Lubbock, TX 79404
- NEAL 9055 Spur 591, Amarillo, TX 79107
- ROBERTSON 12071 FM 3522, Abilene, TX 79601
- SANCHEZ 3901 State Jail Road, El Paso, TX 79938
- SMITH 1313 CR19 Lamesa, TX 79331
- RUDD 2004 Lamesa Rd. Brownfield TX 79316
- TULIA 4000 Highway 86 West, Tulia, TX 79088
- WHEELER 4300 E 5<sup>th</sup> Street Plainview, TX 79072

	Description
1	Smoke Titmas SC900 Frame
2	Smoke Gray Titmus 70F Frame
3	Black Titmus 70F Frame
4	Solid Tint
5	Sideshields Detachable
6	Roll and Polish Edging
7	Adjustable Nosepieces for SC900
8	Single lenses (plastic, scratch resistant)
9	Bi-focal lenses (plastic, scratch resistant)
10	Tri-focal lenses (plastic, scratch resistant)
11	SC900 Temples
12	#Slick Black Frame sizes 49,51,54,57,61
13	Screws for Titmus SC900 Frame PKG 100



14	Screws for Titmus 70F Frame PKG 100
15	Slab Off

## 1.6 TTUHSC Contact Person

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

**Solicitation Manager**

Tel. (806) 743-7841 • eFax (806) 743-7850

solicitations@ttuhsc.edu

**TTUHSC specifically instructs interested parties to restrict all contact and questions regarding this IFB to written communications forwarded to TTUHSC Contact. TTUHSC Contact must receive all questions or concerns no later than June 26, 2026.** TTUHSC will have a reasonable amount of time to respond to questions or concerns. It is TTUHSC's intent to respond to all appropriate questions and concerns; however, TTUHSC reserves the right to decline to respond to any question or concern.

## 1.7 Evaluation Process

The criteria to be considered by TTUHSC in evaluating bids and selecting Contractor, will be those factors listed below:

1. Threshold Criteria Not Scored
  - A. Ability of TTUHSC to comply with laws regarding Historically Underutilized Businesses; and
  - B. Ability of TTUHSC to comply with laws regarding purchases from persons with disabilities.
2. Scored Criteria
  - A. the cost of goods and services;
  - B. the reputation of the Bidder and of the Bidder's goods or services;
  - C. the quality of the Bidder's goods or services;
  - D. the extent to which the goods or services meet TTUHSC's needs;
  - E. the Bidder's past relationship with TTUHSC;
  - F. the total long-term cost to the TTUHSC of acquiring the Bidder's goods or services.

## 1.8 Submittal Deadline

TTUHSC will accept Bids submitted in response to this IFB until 4:30 PM, Central Time on July 17, 2026 (the "Submittal Deadline"). Bids should be delivered to:

Texas Tech University Health Sciences Center  
Purchasing Office  
Attention: Solicitation Manager - IFB 739-SL3809803



TTUHSC **prefers** that all Bids be submitted using the TechBid system at <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TexasTech>.

### 1.9 Bid Validity Period

Each Bid must state that it will remain valid for TTUHSC's acceptance for a minimum of ninety (90) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

### 1.10 References

Bidders are requested to submit three (3) client references who can speak to the quality and reliability of their product.

Company Name	Contact Information
	Contact Name: Contact Title: Contact Phone:
	Contact Name: Contact Title: Contact Phone:
	Contact Name: Contact Title: Contact Phone:

### 1.11 Attachments

The following documents are hereby incorporated as a part of this IFB for all purposes:

- Attachment A: Texas Tech University Health Sciences Center Bid Terms and Conditions
- Attachment B: Texas Tech University Health Sciences Center - Purchase Order Terms and Conditions

All addenda issued by TTUHSC prior to the Submission/Deadline for Bids will be and are hereby incorporated as a part of this IFB for all purposes.

### 1.12 HUB Subcontracting Plan:

A HUB Subcontracting Plan ("HSP") is required as part of Proposer's bid response if the expected expenditures could exceed \$100,000. The HSP will be developed and administered in accordance with TTUHSC's Policy on Utilization of Historically Underutilized Businesses and incorporated for all purposes.

If applicable as noted above, Bidder must complete and return the HSP in accordance with the terms and conditions of this IFB. Bidders that fail to do so will be considered non-responsive to this IFB in accordance with Section 2161.252, Government Code.

TTUHSC has reviewed this IFB in accordance with Title 34, Texas Administrative Code, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this IFB.



A search has been conducted of the Centralized Master Bidders List to identify active HUB vendors in accordance with Title 34, Texas Administrative Code, Section 20.14(a)(1). The following NIGP commodity codes were included:

Code #1 (**62526**)

Results can be viewed at the following link:

<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>

If applicable, please visit the following link to fill out and print the required HUB Subcontracting Plan.

General Reference Documents

<http://www.fiscal.ttuhs.edu/purchasing/hub/resources.aspx>

HUB Subcontracting Plan

<https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>

### 1.13 Offer:

Having carefully examined all the specifications and requirements of this IFB and any attachments thereto, the undersigned offers to furnish the products required pursuant to the above-referenced Specifications upon the terms quoted below.

	Description	Qty	Price
1	Smoke Titmas SC900 Frame	1	
2	Smoke Gray Titmus 70F Frame	1	
3	Black Titmus 70F Frame	1	
4	Solid Tint	1	
5	Sideshields Detachable	1	
6	Roll and Polish Edging	1	
7	Adjustable Nosepieces for SC900	1	
8	Single lenses (plastic, scratch resistant)	1	
9	Bi-focal lenses (plastic, scratch resistant)	1	
10	Tri-focal lenses (plastic, scratch resistant)	1	
11	SC900 Temples	1	
12	70F Temples	1	
13	Screws for Titmus SC900 Frame PKG 100	1	
14	Screws for Titmus 70F Frame PKG 100	1	
15	Slab Off	1	

Provide minimum discount percentage pricing for potential products (not included above). The discount shall remain firm for the life of the Agreement unless improved to the benefit of TTUHSC. Prices for any products or services ordered are to be based on the published price in effect at the time of order placement.

This discount structure will be applied to any products/services provided by Contractor not noted above.



**Minimum % Discount off Published Price**

Additional Products

Please provide delivery estimate from date of order receipt.

**Delivery Term**

Estimated Delivery in Days

Days

Respectfully submitted,

**Bidder:****By:****Name:****Title:**



**Attachment A:**  
**Texas Tech University Health Sciences Center Bid Terms and Conditions**

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF BID  
ANY EXCEPTIONS THERETO MUST BE IN WRITING

“TTUHSC” shall mean Texas Tech University Health Sciences Center.

**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 on the Invitation for Bid (IFB).
- 1.2 Pricing must be quoted on a “per unit” basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Bidder guarantees product or service offered will meet or exceed specifications included as part of the IFB.
- 1.3 TTUHSC prefers and may require that all proposals be submitted using the TechBid system (<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TexasTech>). Bids should be submitted in TechBid unless otherwise specified in the IFB. Bids must be received by TTUHSC on or before the hour and date specified for the bid opening.
- 1.4 If mailed submissions are permitted as specified in the IFB, each bid that is mailed should be placed in a separate envelope completely and properly identified. When sending bids via the U.S. Postal Service, use the address on the front of the IFB. When using a delivery service or hand delivering, which requires a street address, address is **Purchasing Department, 3601 4<sup>th</sup> Street, STOP 9021, TTSMC, Suite 200D, Lubbock, Texas 79430-9021**
- 1.5 Late or unsigned bids will not be considered under any circumstances.
- 1.6 Bids should be quoted “F.O.B. destination, freight prepaid and allowed”. If quoting freight otherwise, show exact delivery cost and who bears cost if not included in unit price.
- 1.7 Bid prices are requested to be firm for TTUHSC acceptance within 90 days of bid opening date. “Discount from list” bids are not acceptable unless requested. Cash discount will not be considered in determining an award. All cash discounts will be taken if earned.
- 1.8 Proposals must be signed by the responding company’s official authorized to commit such bids. The TechBid system contains a mandatory “Bidder Affirmation” checkbox certifying this information. By submitting their bid online, bidders automatically qualify as having a valid signature. Bids should have Vendor ID Number, full name and address of bidder. Failure to sign bid will disqualify it. Person signing bid should show title or authority to bind his or her firm in a contract. The Vendor ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas.
- 1.9 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or authorized agent of bidder. No bid can be withdrawn after opening time without approval by TTUHSC based on a written acceptable reason.
- 1.10 Purchases made for TTUHSC’s use are exempt from the State Sales Tax and Federal Excise Tax. Do not include tax in the bid. Excise Tax Exemption Certificate will be furnished by TTUHSC upon request.
- 1.11 TTUHSC 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 TTUHSC and to reject any and all bid items at the sole discretion of TTUHSC. TTUHSC also 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 TTUHSC. Any contract may also be extended up to three months at the sole discretion of TTUHSC.
- 1.12 Consistent and continued tie bidding could cause rejection of bids by TTUHSC and/or investigation for antitrust violations.
- 1.13 Check below if preference is claimed under TAC Title 34, Part 1, Chapter 20, Subchapter C, Section §20.38
  - Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
  - Agricultural products grown in Texas
  - Agricultural products offered by a Texas bidder
  - Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran



- Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Texas Vegetation Native to the Region
- 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
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

1.14 If fax submissions are permitted as specified in the IFB, the telephone number for FAX submission of bids is 806-743-7850. This is the only number that will be used for the receipt of bids. TTUHSC shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

1.15 Inquiries pertaining to IFBs must include the IFB number and opening date.

## 2. SPECIFICATIONS

- 2.1 Any catalogue, brand name or manufacturer's reference used in the IFB is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered. If bidding on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder takes an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the IFB.
- 2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB. Oral agreements to the contrary will not be recognized.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to TTUHSC. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and TTUHSC bid number. Do not enclose in or attach bid to sample.
- 2.5 TTUHSC will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

## 3. TIE BIDS

In case of tie bids, the award will be made in accordance with Rule §20.36 (b) (3) in Title 34 of the Texas Administrative Code.

## 4. DELIVERY

- 4.1 Bid should show number of days required to place material in receiving TTUHSC's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, supplier shall give written notice to TTUHSC. Bidder must keep TTUHSC advised at all times of the status of the order. TTUHSC has the right to extend delivery date if reasons appear valid. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TTUHSC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting



supplier.

4.3 No substitutions or cancellation permitted without written approval of TTUHSC.

4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from TTUHSC.

## 5. INSPECTIONS AND TESTS

All goods will be subject to inspection and test by TTUHSC to the extent practicable at all times and places. Authorized TTUHSC personnel shall have access to any 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. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the bidder. Goods which have been delivered and rejected in whole or in part may, at TTUHSC's option, be returned to the bidder or held for disposition at bidder's risk and expense. Latent defects may result in revocation of acceptance.

## 6. AWARD OF CONTRACT

A response to an IFB is an offer to contract with TTUHSC based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Education Code, Title 3, Chapter 51, Section 51.9335, shall also be considered in making an award when specified. Any legal actions must be filed in Lubbock County, Texas.

## 7. PAYMENT

Vendor shall submit one copy of an itemized invoice showing order number and TTUHSC purchase order number. TTUHSC 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 bidder agrees to protect TTUHSC from claims involving infringement of patents or copyrights.

## 9. BIDDER ASSIGNMENTS

Bidder hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

## 10. BIDDER AFFIRMATION

Signing this IFB with a false statement is a material breach of contract and shall void the submitted bid and 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, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted IFB.

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

10.3 Under §2155.004, Texas Government Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibit a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

10.4 Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.5 The bidder shall defend, indemnify, and hold harmless TTUHSC, all of its officers, agents, contractors, and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of any contract with vendor resulting from this IFB. Bidder



shall coordinate its defense with Texas Attorney General as requested by the Texas Tech University System, Office of the General Counsel. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the State or TTUHSC for any claims or liabilities resulting from the negligent acts or omissions of TTUHSC or its employees.

- 10.6 Bidder 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.
- 10.7 In accordance with §2155.4441, Government Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside the state.
- 10.8 Pursuant to Section 2262.003 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the vendor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the vendor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.
- 10.9 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:

- 10.10 Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local government entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>
- 10.11 Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Texas Government Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12 Sections 2155.006 and 2261.053, Texas Government Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Texas Government Code, occurring after September 24, 2005. Under §2155.006, Texas Government Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
- 10.13 Bidder certifies it is not prohibited under Tex. Gov't Code §2261.252(b) and agrees that if Bidder's certification is or becomes untrue, any resulting Agreement is void, and Bidder will not seek and waives its right to seek any legal or equitable remedy for past or future performance under any resulting Agreement, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.

## 11. NOTE TO BIDDERS

If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a "blanket exception" to the entire IFB. If any bidder takes a "blanket exception" to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.



## **12. TEXAS PUBLIC INFORMATION ACT**

Bidder acknowledges that TTUHSC is a public institution of higher education in the state of Texas and is subject to requests for information under the Texas Public Information Act (Texas Government Code, Chapter 552). Under this Act, there are exceptions to requests for disclosure, which include but are not limited to, information confidential by law and certain commercial information and trade secrets. The Texas Attorney General's office makes the final determination whether or not requested information is to be disclosed on a case by case basis after reviewing the materials and assertions against disclosure. If proprietary information is requested, the Act requires TTUHSC to provide written notice to the party whose proprietary information may be subject to the request, and that party may also submit information to the Texas Attorney General to establish that disclosure of the information would cause substantial competitive harm.

## **13. TEXAS FAMILY CODE SECTION 231.006**

Pursuant to §231.006(d), Texas Family Code, regarding 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 the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Texas Government Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

## **14. PROTEST PROCEDURES**

Any actual or prospective proposer who is aggrieved in connection with the solicitation, evaluation or award of an agreement may formally protest in accordance with the following:

<https://www.fiscal.ttuhs.edu/purchasing/vendors/protestprocedures.aspx>

## **15. NON-APPROPRIATION OF FUNDS**

Any contract resulting from this IFB is subject to termination or cancellation, without penalty to TTUHSC, either in whole or in part, subject to the availability of federal or state funds. TTUHSC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TTUHSC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TTUHSC's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. Additionally, any federally funded purchases may also be terminated for same reasons. In the event of a termination or cancellation under this Section, TTUHSC will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TTUHSC will not be required to give prior notice.

## **16. FORCE MAJEURE**

Neither bidder nor TTUHSC shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by Force Majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force Majeure is defined as acts of god, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such Force Majeure, or otherwise waive this right as a defense.

## **17. CONFLICT OF INTEREST**

A TTUHSC employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the State; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with TTUHSC must be mindful of these restrictions when interacting with public purchasers of TTUHSC.

## **18. INDEPENDENT CONTRACTOR**

Bidder or bidder's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this IFB. Bidder and bidder's





employees, representatives, agents and any subcontractors shall not be employees of TTUHSC. Should bidder subcontract any of the services required in this IFB, bidder expressly understands and acknowledges that in entering into such subcontract(s), TTUHSC is in no manner liable to any subcontractor(s) of bidder. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this IFB.

#### 19. DISPUTE RESOLUTION

The dispute resolution process provided in §2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to §2260, shall be used by TTUHSC and bidder to attempt to resolve any claim for breach of contract made by bidder that cannot be resolved in the ordinary course of business. Bidder shall submit written notice of a claim of breach of contract under this Chapter to the Senior Director of Purchasing of TTUHSC, who shall examine bidder's claim and any counterclaim and negotiate with bidder in an effort to resolve the claim.

#### 20. TEXAS TECH UNIVERSITY SYSTEM BOARD OF REGENTS APPROVAL

Any resulting agreement may be subject to review and approval by The Board of Regents of Texas Tech University System (the "BOR"). If the BOR does not approve the agreement, then the agreement is null, void, and of no effect. Rules governing the approval and execution of contracts can be viewed here: The Rules & Regulations of the Board of Regents, Chapter 07 - <http://www.texastech.edu/board-of-regents/regents-rules/Chapter07.pdf>

#### 21. ETHICS REQUIREMENTS

TTUHSC is required under Texas Legislature House Bill 1295 (section 2252.908 of the Government Code) to request Ethics Commission Reporting from contractors with agreements that:

- (1) requires an action or vote by the governing body of the entity or agency; or
- (2) has a value of at least \$1 million (value of an agreement is based on the amount of consideration received or to be received by the contractor from TTUHSC).

The Business Entity must file Form 1295 electronically with the Texas Ethics Commission using the online filing application:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)



**Attachment B:**  
**Texas Tech University Health Sciences Center - Purchase Order Terms and Conditions**

Terms available at:

<http://www.fiscal.ttuhscc.edu/purchasing/collateral/Terms%20and%20Conditions%20for%20POs.pdf>

