BIDDING REQUIREMENTS

1. DEFINITIONS

A. **MD Anderson** shall mean The University of Texas MD Anderson Cancer Center, a component institution of The University of Texas System.

B. **Bidder** shall mean the individual, partnership or corporation responding or bidding on a Request for Proposal or other solicitation.

C. **Vendor, Seller or Contractor** shall mean the individual; partnership or corporation issued a purchase order or contract for goods or services.

2. GENERAL INSTRUCTIONS

A. Bidders should carefully read the information contained herein and submit a complete response to all requirements as directed.

B. Bids and any other information submitted by Bidders in response to this Request for Proposal shall become the property of MD Anderson. Bidder must clearly mark "Confidential" on any portion of bid response which is considered to contain confidential or proprietary information. Bidder must clearly state actual harm that would be caused by such release, and/or provide proof that such information is a "trade secret." All information, documentation and other materials submitted by Bidder in response to this solicitation or under any resulting contract may be subject to public disclosure under the Open Records Act. (Public Information Act, Art. 552, Gov't Code, 1995)

C. MD Anderson will not provide compensation to Bidders for any expenses incurred by the Bidder(s) for bid preparation, product evaluations or demonstrations that may be made, unless otherwise expressly indicated.

D. Bids which are qualified with conditional clauses, alterations, items not called for in the Request for Proposal (RFP) documents, or irregularities of any kind are subject to disqualification by MD Anderson, at its option.

E. Each Bid should be proposed simply and economically, providing a straight-forward and concise description of Bidder's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the bid requirements.

F. No bid may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this notice, except for obvious errors in extension. However, a bid may be withdrawn and resubmitted any time prior to the time set for receipt of bids. No bid may be withdrawn after the bid opening without approval by MD Anderson which shall be based on Bidder's submittal, in writing, of an acceptable reason.

G. MD Anderson reserves the right to accept or reject any or all bids, waive any formalities, or minor technical inconsistencies, require clarification of any subject, delete any item/requirements from this RFP or resulting Purchase Order when deemed to be in MD Anderson's best interest. MD Anderson reserves the right to accept all, <u>or any part</u>, of the Bidder's bid at the quoted prices. Representations made within the bid **<u>will be</u>** binding on responding Bidders. MD Anderson will not be bound to act by any previous communication or proposal submitted by Bidders other than this RFP.

H. Any change or modification made to this RFP will be available by MD Anderson's website. It is the Bidders' responsibility to access the website's complete list of all available documents to obtain all Addenda that have been issued for this RFP. No Addenda will be issued less than forty-eight (48) hours prior to the date and time designated for receipt of Bids. The website address is http://www.mdanderson.org/departments/bids/.

I. All bids will be opened at the stated bid opening date and time. No pricing will be announced at this opening; only acknowledgement of those bids received will be announced. Results of the bids will be provided after notice of award has been given to the successful bidder. Request for results of the bids must be made in writing. Attendance at this bid opening is not required.

J. Bidders wishing to submit a "No-Bid" are requested to return the 1st page of the RFP Form. The returned form should indicate Bidder's name and include the words "No-Bid."

K. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the bid. Repeated failure to respond completely to bid requirements may result in removal from the MD Anderson Bidder's List.

L. Questions should be directed to the MD Anderson Procurement Services official identified on the cover page of this RFP.

3. SUBMITTAL INSTRUCTIONS

A. Only bids submitted on the MD Anderson RFP form and the exhibits attached thereto will be accepted, unless otherwise permitted herein.

B. Bids must be signed by Bidder's company official(s) authorized to commit such bids. Failure to execute, sign the RFP form and other identified documents and submit together all required copies may be a basis for bid disqualification.

C. Executed bid's including any supplemental printed material referenced within the RFP, must be received by and at MD Anderson's Procurement Services Department, or any other designated location, regardless of the means of delivery on or before the time, date and place specified on Page one (1) of the RFP.

D. Bid package must show Bidder's Name, the Bid Opening Date and Bid Invitation Number in the lower left hand corner of sealed packages. NOTE: HUB Plan must be submitted in a separate envelope apart from the Bid packaged.

E. The number of copies required is identified on the RFP cover page.

F. Late bids properly identified will be returned to Bidder unopened. Late bids will not be considered.

G. Facsimile (FAX) transmissions, if permitted on Page 1 and if complete and legible, shall suffice as an acceptable bid. It is the responsibility of the bidder to ensure that the entire FAX transmission is received prior to the stated Bid Opening time. The FAX No. is (713) 792-8084.

H. Bidders are cautioned to refer to MD Anderson's RFP Form to insure the proper address is used on bids.

I. Bidders are advised that any bid, or other response, not in the buyer's possession by the stated bid opening date and time shall be deemed late and may not be considered. MD Anderson is not responsible for delays or incorrect routings by U.S.P.S., couriers, express services, and/or MD Anderson's mail services. It is the Bidder's responsibility to ensure that bids are received by the buyer on time.

4. ALTERNATE PROPOSALS Not Used

5. PRICING

A. Bid Validity: All bids, inclusive of pricing, shall remain firm for acceptance for a period of ninety (90) days from "Bid" opening date, unless otherwise specified by MD Anderson.

B. Pricing:

1) Bidders must complete and sign the Request for Proposal (RFP) Cover Page.

2) Prices quoted shall reflect the full scope of work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

C. Pricing Discounts:

1) MD Anderson is an institution of higher education, a government entity and a hospital, and as such, should be offered any and all applicable discounts associated with such activities or facilities. Such discounts, as applicable, must be identified and clearly noted in your bid/proposal response.

2) Cash or prompt payment discounts may be considered in determining the low bid. All payment discounts offered will be taken, if earned, and deemed to be in MD Anderson's best interests.

D. Terms of Payment: Rider 116 Invoice Payment Requirements

6. SPECIFICATIONS

A. Any catalog, brand name or manufacturer's reference used in this bid invitation is descriptive only and is not intended to be restrictive to a specific item unless so identified.

B. If bidding on other than referenced specifications, bid must show manufacturer, brand or trade name, and other description of product offered. The Bidder is required, by submittal of an "exception list", to indicate where the alternate product differs from that specified. By bidding an alternate, Bidder guarantees product(s) offered, meets or exceeds the specifications identified in this Request for Proposal. Failure to include an "Exception List" may disqualify the bid.

C. Descriptive literature and/or specifications are required in the same number of copies as identified on RFP cover page. Attachments submitted with bid must be identified by the Request for Proposal number and Bidder's identity. If bidding on an item exactly as identified in the schedule description, literature need not be provided,

D. All items bid shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in the RFP documents. Verbal statements to the contrary will not be recognized.

E. Samples, when requested, must be furnished at the Bidder's expense. Samples not destroyed during examination, will be returned to the bidder, on request, at his expense. Each sample must be marked with Bidder's name, address and RFP number. Do not enclose in or attach bid to, sample. If samples are required, specific shipping information will be included.

F. No substitutions or cancellations are permitted without written approval of MD Anderson.

7. WARRANTY REQUIREMENTS, SERVICE, AND INSTALLATION Not Used

8. DELIVERY

A. Failure to state delivery time obligates bidder to complete delivery within 14 calendar days after receipt of a verbal order. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises, whether earlier than promised, or later without valid reason may cause removal from bid list.

B. Delivery shall be made during normal working hours only, 8:00 a.m. to 4:00 p.m. Monday through Friday, unless otherwise agreed to by MD Anderson.

C. Late deliveries and/or partial deliveries past the delivery date quoted will constitute a breach of the purchase or contract and, at MD Anderson's option, the Purchase Order or Contract may be cancelled in whole or in part. Any item received to date may, at MD Anderson's option, be returned to the Vendor at their expense. MD Anderson will provide 10 days written notice prior to return shipping.

D. All deliveries will be FOB MD Anderson Houston, Texas unless otherwise specified. The exact delivery address will be specified in the confirming Purchase Order.

9. BASIS OF AWARD

A. An award will be issued based on the bid considered, as the best value, or most advantageous to, MD Anderson.

B. Delivery date may be a factor in the award of this bid.

C. MD Anderson reserves the right to make a split award at quoted prices, or to negotiate any necessary portions of the solicitation prior to award.

10. INSURANCE REQUIREMENTS

In the event that this bid requires the presence of Vendor's employees, subcontractors or others under Vendor's control on MD Anderson premises, for the purpose of installing equipment or performing the work under these requirements, the Vendor is required to furnish the necessary certificates of insurance as outlined in the attached MD Anderson Terms and Conditions, see Section 11 below. Certificates of Insurance will be required prior to commencement of any work on premises. Failure to provide Certificates of Insurance are grounds for termination of the Purchase Order or Contract.

11. TERMS AND CONDITIONS; Rider 103