**FAILURE TO SIGN WILL DISQUALIFY BID**

**INVITATION TO BID**

Bid No. **DEMO-BAKER_E STARR-19**

Due Date: **05/31/2019** at 3:00 P.M.

Show bid opening and bid invitation number in lower left hand corner of sealed bid envelope and return sealed bids to:

**Stephen F. Austin State University**

P. O. Box 13030, SFA Station

2124 Wilson Drive

Nacogdoches, Texas 75962-3030

Phone (936) 468-2206

FAX (936) 468-4282 (See 2.3 reverse side)

See Instruction 2.11 on Back for Vendor ID Number

Is Vendor a State of Texas certified HUB?  [ ] Yes

Delivery in _____ Days  Cash Disc. ________% ________Days

**Check all that apply if Preference Claimed under Rule 34 TAC 20.38**

[ ] Supplies, materials or equipment produced in TX/offered by TX bidders*

[ ] Agricultural products grown in TX

[ ] Agricultural products offered by TX bidders*

[ ] USA produced supplies, materials or equipment

[ ] Products produced at facilities located on formerly contaminated property

[ ] Products made of recycled, remanufactured, or environmentally sensitive materials

[ ] Energy efficient products

[ ] Rubberized asphalt paving material

[ ] Recycled motor oil and lubricants

[ ] Products and services from economically depressed or blighted areas

*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas resident Bidder as defined in Rule 34 TAC 20.38.

**IF QUOTING OTHER THAN THE REFERENCED ITEM(S) BELOW, BROCHURE AND/OR SPECIFICATIONS SHOULD BE ENCLOSED.**

**AWARD NOTICE:** Stephen F. Austin State University (SFA) 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 SFA and to reject any and all bid items in the sole discretion of SFA.

**Item No.** | **Description** | **Qty. & Unit** | **Unit Price** | **Extension**
---|---|---|---|---

Stephen F. Austin State University is seeking a contractor to demolish two (2) residential homes and all associated structures including site cleanup located on the campus of Stephen F. Austin State University, Nacogdoches, Texas and in accordance with the specifications, terms and conditions herein.

**LOCATION**

- 1521 Baker Street Nacogdoches, TX. 75962
- 310/312 E. Starr Avenue Nacogdoches, TX 75962

**SCOPE OF WORK**

- Demolish 2-story residential brick slab house with all associated structures including carport and brick slab garage apartment behind property at **310 & 312 E. Starr Avenue**. The structure is approximately 4,054 square feet. Wood fence along West and South side of structure to be demolished as well. Project must be completed within 20 business days and finished no later than June30, 2019. House **MUST** be demolished and cleared from property- no salvage by any party.
• Demolish residential wood frame lap sided house and chain link fence surrounding structure at 1521 Baker Street. Project must be completed within 20 business days. Project can start no earlier than July 8, 2019 but must be finished no later than August 2, 2019. House MUST be demolished and cleared from property- no salvage by any party.
• Contractor is required to keep demolition debris adequately wet throughout the demolition process for both demolition locations.

UTILITIES
SFA and the provider have disconnected all utilities. The contractor shall remove all abandoned above ground utility lines, pipes, poles. All overhead lines are the responsibility of the contractor as not to damage or cut. The utility providers which own all overhead lines are protected by City Codes.

ENVIRONMENTAL CONTROLS
The contractor is responsible for maintaining City Codes, ordinances Chapter 34 Environment, Sec. 34-151, 34-152, 82-6, and State regulations for dust control and environmental impact from demolition during demolition and cleanup. No burning, explosives, or hazardous materials shall be used. All equipment shall be free of petroleum product leaks that can affect soil conditions the responsibility for proper cleanup is the contractor.

DISPOSAL AND WASTE HAULING
All material will be disposed in an approved landfill according to State regulations. Hauling any material must be covered until reaching final destination. Contractor shall provide copies of landfill disposal tickets to SFA if requested.

GENERAL TERMS AND CONDITIONS
All work is to be performed in a neat and workmanlike manner, site kept picked up on a daily basis, protection provided to avoid damage to landscaping and all adjoining property, including improvements, performed as quickly as possible consistent with best industry construction practices.

Contractor shall comply with all local, state, and Federal orders, ordinances, laws, rules, and regulations of duly constituted authorities having jurisdiction over this work. Demolition notifications permit by SFA. The contractor is to notify the City of Nacogdoches Public Works & Engineering for record only.

All work is to be completed as mutually agreed by and between the University and the contractor or the specified calendar days. Failure to complete work (including clean-up) by the mutually agreed date shall be deemed as a breach of contract. Liquidated damages in the amount of $500.00 per calendar day will be assessed, not as a penalty, but as liquidated damages for such breach of contract.
Safe working conditions must be maintained on and around work site at all times. Barricades, traffic control and other protective devices provided by contractor are to be used as necessary to prevent injury or entrance to persons or property. All reasonable precautions are to be taken.

If City streets are to be blocked, closed or traffic impeded the contractor shall notify and make arrangements with all City Services and SFASU representative.

Payment will be made lump-sum upon completion or as otherwise mutually agreed between Contractor and the University.

**INSURANCE**

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by SFASU. Acceptance of the insurance certificates by SFASU shall not relieve or decrease the liability of the Contractor.

If policies are not written for the amounts specified below (except Worker's Compensation and Employer's Liability), Contractor shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the University.

Contractor's insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers shall be named as additional insured. This is not applicable to the workers' compensation policy.

The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the University.

The workers' compensation insurance coverage must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor's policy or under the policy provided by a subcontractor. The Contractor's policy shall provide that, in the event that a subcontractor's policy fails to provide worker's compensation coverage of a worker, that such insurance coverage is provided by the Contractor's policy.

Unless otherwise provided for herein, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by SFASU, the minimum insurance coverage as follows:
TYPE OF COVERAGE  LIMITS OF LIABILITY

1. Workers’ Compensation Coverage OR Employer’s Liability with $1,000,000 each occur/aggregate

2. Comprehensive General Liability
   a. $1,000,000 each occur
   b. $2,000,000 general aggregate
   c. $2,000,000 products/

3. Comprehensive Automobile Liability
   $1,000,000 combined single limit

4. Environmental Impairment $1,000,000 Each Occurrence Liability (EIL) and/or Pollution Liability

SMOKING, VAPING, AND USE OF TOBACCO PRODUCTS
Stephen F. Austin State University is a tobacco and vape free campus.

CANCELLATION
The University reserves the right to cancel this contract upon thirty (30) days’ notice should the quality of services rendered ever fall below levels deemed acceptable by the University. The University shall be the sole judge of the acceptability of services provided hereunder.

PARKING ON CAMPUS
All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking and Traffic Office supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31.

Contractor shall be responsible for obtaining parking permits from the Parking and Traffic Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Traffic Office telephone number is 936-468-7275.

U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM
By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of SFASU, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification
number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor’s subcontractors, as proof that this provision is being followed. **If this certification is falsely made, the Contract may be immediately terminated, at the discretion of SFASU and at no fault to SFASU, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that SFASU must undertake to replace the terminated Contract.**

**ISRAEL NON-BOYCOTT VERIFICATION**
Pursuant to Section 2270.002, *Texas Government Code*, Contracting Party hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), *Texas Government Code*.

**CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITED**
Pursuant to Section 2252.152, Texas Government Code, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code.

**CONTACT INFORMATION**
Questions relating to the solicitation document or response may be directed to Kim Jones, contracting specialist, 936.468.6551.

Questions relating to the specifications may be directed to Mark Scott, Manager of Transportation and Special Services, 936.468.4411, scottranda@sfasu.edu
ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF QUOTATIONS. ANY EXCEPTIONS THERETO MUST BE IN WRITING AND SUBMITTED WITH INVITATION TO BID.

1. **BIDDER AFFIRMATIONS:** Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts. By signature hereon affixed, the bidder hereby certifies that:  
1.1 The bidder has not given, offered to give, nor intended to give, anything of value at any time hereafter for economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submission of the bid.  
1.2 Pursuant to 15 U.S.C. Sec. 1, et seq. And Tex. Bus. & Comm. Code Sec 15.01, et seq., neither the bidder or the firm, corporation, partnership, or institution 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, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.  
1.3 Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation in the preparation of the specifications for this solicitation.

2. **BIDDING REQUIREMENTS:** Bids should be submitted on this form. Each bid shall be placed in a separate envelope completely and properly identified. When sending bids via overnight delivery, bidder is advised to confirm whether SFA delivery location is a guaranteed AM delivery. SFA offers facsimile or email service as a convenience only. The only telephone number for FAX submission of bids is 936-468-4992. The only email for email submission of bids is bids@sfasu.edu. The University shall not be responsible for bids or portions of bids received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment, technology error, or operator error. Confirmation of facsimile or email bids is not required.  
2.1 Bids must be stamped in the SFA Procurement & Property Services Office on or before the hour and date specified for the bid opening. Late bids will not be considered under any circumstances. Late bids properly identified will be returned to the bidder unopened.  
2.2 Bids are requested to be firm for acceptance for a minimum of 30 days from opening date. Bid cannot be altered or amended after opening time. No bid can be withdrawn after opening time without the approval of the University based on a written acceptable reason.  
2.3 Telephonic quotations are not acceptable when in response to this Invitation To Bid.  
2.4 Bids are subject to any terms and conditions specifically referred to on 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”).  
2.5 Any bids containing false information are subject to disqualification.  
2.6 All electrical items must meet applicable OSHA standards and regulations, and bear the appropriate listing from US, FMRC or NEMA.  
2.7 All items shall be new, in first class condition, with containers suitable for shipment and storage. New shall not be construed as excluding recycled or remanufactured products.

3. **TIE BIDS - Awards will be made in accordance with Rule 34 TAC 20.36 (b) (3) and 20.38 (preferences).**

4. **PATENTS OR COPYRIGHTS - The Contractor agrees to protect Stephen F. Austin State University from claims involving infringement of patents or copyrights.**

5. **PAYMENT - Vendor shall submit an itemized invoice showing Purchase Order Number. Payment will be made Net 30 from date of receipt of goods/services or invoice, whichever is later. Late fees will be incurred in accordance with Texas Government Code 2251.**

6. **DELIVERY:**  
6.1 Bids should show the number of days required to place material in designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break tie bids. Unrealistic short or long delivery promises may cause the bid to be disregarded.  
6.2 Delivery shall be made during normal working hours only, unless prior approval for early or late delivery has been obtained.

7. **ALTERNATE DISPUTE RESOLUTION:** Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter.

8. **PUBLIC INFORMATION ACT: 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”).**

7. **NOTE TO BIDDERS:**

7.1 Any terms and conditions attached to a solicitation will be considered unless specifically referred to on this solicitation and may result in disqualification.

7.2 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 in the execution or performance of this contract.

7.3 Contractor understands that acceptance of funds under this act as acceptance of the authority of the State Auditor’s Office or any successor agency, or Stephen F. Austin’s Internal Audit Services, 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, or Stephen F. Austin’s Internal Audit Services in the conduct of the audit or investigation, including providing all records requested.

7.4 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 awards.
EXHIBIT A

PHOTOGRAPHS