INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No.: GREASETRAPSFY16
ADDENDUM NO. 1

Due Date: June 4, 2015 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)

Printed Name
VENDOR NAME AND ADDRESS
PHONE/FAX

Name of Firm

Mailing Address

City State Zip

EMAIL

See Instruction 2.10 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
□ Products of persons with mental or physical disabilities
□ 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
□ Agricultural products grown in TX
□ USA produced supplies, materials or equipment
□ Products produced at facilities located on formerly contaminated property
□ Agricultural products offered by TX bidders*
□ Energy efficient products
□ Products made of recycled, remanufactured, or environmentally sensitive materials
□ 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.
ALL BIDS WILL BE CONSIDERED F.O.B. DESTINATION UNLESS OTHERWISE NOTED.

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

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ADDENDUM NO. 1

THIS ADDENDUM MUST BE ACKNOWLEDGED IN ORDER FOR THE RESPONSE TO RECEIVE CONSIDERATION. FAILURE TO ACKNOWLEDGE THE ADDENDUM WILL RESULT IN DISQUALIFICATION OF THE RESPONSE.

3. Change in size of tanks:

East College Cafeteria, Grease Trap
3.1 2000 gal. $_________/pump

Should read:

East College Cafeteria, Grease Trap
3.1 (2) 1,000 gal tanks $_________/pump
4. **Change in Frequency:**

   Early Childhood Lab, Grease Trap
   4.2 Frequency: once every six (6) months to be coordinated with Greg Young 936-552-4837 or Zac Ferguson 936-615-2798

   Should read:

   Early Childhood Lab, Grease Trap
   4.2 Frequency: **every 60 days** to be coordinated with Greg Young 936-552-4837 or Zac Ferguson 936-615-2798

5. **Art Studio, Trap for Clay and Art Material**

   5.1 1000 gal. $_________/pump

   5.2 Frequency: every six (6) months to be coordinated with Greg Young 936-552-4837 or Zac Ferguson 936-615-2798

   Should read:

   Art Studio, Trap for Clay and Art Material
   5.2 Frequency: **annually** to be coordinated with Greg Young 936-552-4837 or Zac Ferguson 936-615-2798

6. **Human Sciences Bldg., Grease Trap**

   6.1 1000 gal. $_________/gal

   6.2 Frequency: every six (6) months to be coordinated with Greg Young 936-552-4837 or Zac Ferguson 936-615-2798

   Should read:

   Human Sciences Bldg. **North., Grease Trap**
   6.1 1000 gal. $_________/gal

   6.2 Frequency: **every 60 days** to be coordinated with Greg Young 936-552-4837 or Zac Ferguson 936-615-2798

7. **Added Facility:**

   COE Annex; Grease Trap
   7.1 1000 gal. $_________/gal.

   7.2 Frequency: every six (6) months to be coordinated with Greg Young 936-552-4837 or Zac Ferguson 936-615-2798

   7.3. Inspection Contact: Greg Young 936-552-4837 or Zac Ferguson 936-615-2798

   7.4 Dump Fees: $_________/gal

   Transport/disposal record should be forwarded to Greg Young 936-552-4837 after each pumping.
**INVITATION TO BID**

**FAILURE TO SIGN WILL DISQUALIFY BID**

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<th>Name of Firm</th>
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See Instruction 2.10 on Back for Vendor ID Number

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

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

- [ ] Products of persons with mental or physical disabilities  
- [ ] 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

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**Scope of Work:**

The Contractor will provide the equipment and services necessary to pump, clean, and properly dispose of the resultant waste from the grease traps for Stephen F. Austin State University, herein referred to as SFA or the University, on the main campus, and at other locations designated and requested by the University.

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**Contract Term:**

The Term of the Agreements shall be from September 1, 2015 through August 31, 2016. The University reserves the right to renew the agreement for four (4) additional one (1) year periods, under the designated term and conditions. Renewal rates shall not exceed the escalation rates quoted herein. Escalation is allowed only upon the anniversary date of the Agreement.

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<td>Grease Trap cleaning for the Student Center Cafeteria, East College Cafeteria, Early Childhood Lab, Human Sciences, the Motor Pool and The Art Studio (for clay and art materials) for periods: September 1, 2015 through August 31, 2016.</td>
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**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

**Quote price on quantity and unit of measure, extend and show total. If error in extension, unit price shall govern. Items for state use are exempt from state sales and federal excise tax. Do not include tax in your bid.**
Pumping Specifications:

1. Pumping is to be completed at the frequencies specified for each location at pre-arranged designated times between the SFA representative and Contractor.
2. Contractor shall scrape the wall and bottom of the grease trap with a metal scraper or other suitable implement to thoroughly remove the deposit build-up. The grease traps and surrounding areas shall be left clean and sanitary.
3. After each pumping, the trap must be inspected and pumping ticket signed off on by an SFA representative.

Contractor will perform this work with due consideration for all hygienic and environmental factors appropriate to this aspect of food service plumbing systems. All waste and residue removed from the grease traps will be disposed of in accordance with TCEQ and the Texas Administrative Code Rule 330.171 and all other applicable Federal, State, Local laws and ordinances.

The Contractor is responsible for all permits and licenses required to dump waste in a legal deposit site. The University may inspect the Contractor's work at any time. All work will be completed pursuant to these specifications and the University's satisfaction.

Contractor is required to submit invoices with an itemization of services performed according to the specifications herein including a manifest from a legal Ultimate Final Disposal Site designated below.

SFA will not consider a Transfer Station to be the final disposal site. Bidders must list below all of the final disposal sites that will be used during the term of this contract. The manifest must show the date of disposal, the total disposed volume of waste, and the signature of the approved disposal site representative.

Ultimate Disposal Sites including Complete Address:

1. 

2. 

Additional Services:

Additional services may be requested in the form of increased service frequency of sites listed. Increased service frequency for sites listed shall be priced at the current contracted rate.

Bidder Qualifications

Minimum 5yrs experience with similar size businesses and scope of service.
Submittal Instructions

Please submit the following information with your bid:

- List of all Certificates / Licenses / Permits held for Liquid/Solid Waste Disposal including permits from the TCEQ.
- List of major equipment owned by the Contractor that will be involved with this service
- Name and experience of the technician that will be servicing the University
- Evidence of Insurance required by the University
- 3 References of current or recent (within 1yr) similar size clients. Include the name of the company, contact person, address, phone numbers, and email address.

Stephen F. Austin State University reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the bid. SFA reserves the right to enter into an agreement not based only on lowest cost to the University, But which, in the sole opinion of SFA, is deemed to represent the best value to SFA.

GENERAL TERMS AND CONDITIONS

1.1 Independent Contractor

Contractor recognizes that it is engaged as an independent contractor and acknowledges that University shall have no responsibility to provide vacation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status that it will neither hold itself out as nor claims to be an officer, partner, employee, or agent of the University by reason hereof, and that it will not by reason hereof make any claims, demands or application to or for any right or privilege applicable to an officer, partner, employee or agent of the University, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

1.2 Termination

In the event that either party shall fail to maintain or keep in force any of the terms or conditions of the contract, the aggrieved party may notify the other party in writing via Certified Mail of such failure and demand that the same be remedied within five (5) working days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate the contract by giving the other party an additional seven (7) calendar days termination notice.

1.3 Force Majeure

The parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of this contract.
1.4 **INDEMNIFICATION**
CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNIVERSITY AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIM, DAMAGE, LIABILITY, INJURY, EXPENSE, OR LOSS, INCLUDING DEFENSE COSTS AND ATTORNEY’S FEES, ARISING OUT OF THE CONTRACTOR’S PERFORMANCE UNDER THIS AGREEMENT OR AS A CONSEQUENCE OF THE EXISTENCE OF THIS AGREEMENT. ACCORDINGLY, THE UNIVERSITY SHALL NOTIFY CONTRACTOR PROMPTLY IN WRITING OF ANY CLAIM OR ACTION BROUGHT AGAINST THE UNIVERSITY IN CONNECTION WITH THIS AGREEMENT. ON SUCH NOTIFICATION, THE CONTRACTOR SHALL PROMPTLY TAKE OVER AND DEFEND ANY SUCH CLAIM OR ACTION. THE UNIVERSITY SHALL HAVE THE RIGHT AND OPTION TO BE REPRESENTED IN ANY SUCH CLAIM OR ACTION AT ITS OWN EXPENSE.

1.5 **Insurance**
The Contractor shall currently have and agree to maintain in force at all times during the term of this agreement, with an insurance carrier acceptable to the University the following insurance coverage.

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 the Owner. Acceptance of the insurance certificates by the Owner shall not relieve or decrease the liability of the Contractor.

NOTE: Under Item 3, Comprehensive General Liability, $300,000-$500,000), the Contractor is advised that this insurance requirement is not intended to be compounded with a Contractor’s constantly maintained General Liability provided such covers the requirements of Item No. 3.

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

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
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<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$500,000 each occur/aggregate</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>a. Bodily Injury</td>
<td>$1,000,000 each occur</td>
</tr>
<tr>
<td>b. Property Damage</td>
<td>$1,000,000/2,000,000 each occur/aggregate</td>
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Comprehensive Automobile Liability
a. Bodily Injury $1,000,000 each person, each occur
b. Property Damage $1,000,000 each occur

The furnishing of the above workers compensation insurance includes the responsibility of the Contractor to provide coverage of 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 workers compensation coverage of a worker, that such insurance coverage is provided by the Contractor’s policy. These coverages and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligation or the Contractor under this Agreement. This insurance shall provide for notification to the University thirty (30) days prior to termination or restrictive amendment.

1.6 Use of University Facilities
The Contractor’s management, employees, and agents will have the right to use only those University facilities that are necessary to perform the Contractor’s obligations and will not have access to any other facilities of the University without the University’s permission.

1.7 Safety
Safe working conditions must be maintained on and around all work sites at all times. Barricades and other protective devices are to be used as necessary to prevent injury to persons and/or property. All reasonable precautions are to be utilized.

The Contractor shall protect all adjacent work, plantings, etc. and make good any damage at his own expense.

1.8 Security
The University shall provide its routine general security patrols, and intrusion, theft, and fire protections, in the contract area. If the Contractor requires additional security, it shall be provided by, or coordinated through, the University Campus Police, for which the Contractor agrees to pay prevailing charges. No other security staff shall be employed by the Contractor without approval of the University. The Contractor shall follow the University’s policies in dealing with improper conduct, and shall report all incidents to the University’s Campus Police Department.

1.9 Access to Records
The Contractor will keep detailed financial records of its operations under this Agreement, and the Contractor will maintain those records for at least five years from the close of the Contract year to which the records relate. The Contractor will permit the University or the State Auditor of the State of Texas to inspect those records during Contractor’s normal business hours.
1.10 **Laws**
This Agreement shall be governed by the laws of the State of Texas, and all of the obligations to be performed under this Agreement are performable in Nacogdoches County, Texas. Venue shall lie in a court of competent jurisdiction in Texas.

The Contractor will adhere to and follow all applicable laws, rules, regulations and ordinances, including all University policies and procedures.

1.11 **Survival**
The terms, conditions, representations, and warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

1.12 **Assignment**
Neither party may assign any interest in this Agreement without the prior written consent of the other party, and the Contractor will not sub-lease this agreement without the written consent of the University.

1.13 **Sole Agreement**
This contract shall constitute the entire agreement between the parties and all prior representations and agreements, whether written or oral, are merged herein.

1.14 **Fraud and Ethics**
Contractor is hereby advised that the University maintains policies regarding fraudulent or unethical conduct. These policies establish examples of acceptable and unacceptable conduct as well as procedures and responsibilities for detecting, reporting and resolving instances of known or suspected fraudulent activity and prescribe a coordinated approach toward investigation and resolution of fraudulent activity; reference University Policies C-46, Fraud and C-33, Purchasing Ethics and Confidentiality.

**Service and Scheduling:** All services shall be performed and completed within 24 – 48 hours to maintain compliance with the 60 day turnaround by the City of Nacogdoches Ordinance.

**24 hour notice is required for all services.**

1. **Student Center Cafeteria Front, Grease Trap**
   1.1 3000 gal. $__________/pump

   1.2 Frequency: once every 60 days or as requested

   1.3 Time: Strictly between 5:00 a.m. and 6:00 a.m.

   1.4 Inspection Contact: Terry “Tug” Witcher 936-553-0224
       George Dipple 936-205-0974

   1.5 Dump Fees: $__________/gal

Transport/disposal record should be forwarded to Greg Young 936-552-4837 after each pumping.
2. **Student Center Cafeteria Back, Grease Trap**
   - 2.1 3000 gal. $_________ / pump
   - 2.2 Frequency: once every 60 days or as requested
   - 2.3 Time: Strictly between 5:00 a.m. and 6:00 a.m.
   - 2.4 Inspection Contact: Terry “Tug” Witcher 936-553-0224
     George Dipple 936-205-0974
   - 2.5 Dump Fees: $_________ /gal

3. **East College Cafeteria, Grease Trap**
   - 3.1 2000 gal. $_________ / pump
   - 3.2 Frequency: once every 60 days or as requested
   - 3.3 Time: Strictly between 5:00 a.m. and 7:00 a.m.
   - 3.4 Inspection Contact: with Greg Young 936-552-4837 or Zac Ferguson 936-615-2798
   - 3.5 Dump Fees: $_________ /gal
   - Transport/disposal record should be forwarded to Greg Young 936-552-4837 after each pumping.

4. **Early Childhood Lab, Grease Trap**
   - 4.1 1000 gal. $_________ / pump
   - 4.2 Frequency: every six (6) months to be coordinated with Greg Young 936-552-4837 or Zac Ferguson 936-615-2798
   - 4.4 Inspection Contact: Cafeteria Manager/Supervisor
   - 4.5 Dump Fees: $_________ /gal
   - Transport/disposal record should be forwarded to Greg Young 936-552-4837 after each pumping.

5. **Art Studio, Trap for Clay and Art Material**
   - 5.1 1000 gal. $_________ / pump
   - 5.2 Frequency: every six (6) months to be coordinated with Greg Young 936-552-4837 or Zac Ferguson 936-615-2798
   - 5.4 Inspection Contact: Greg Young 936-552-4837 or Zac Ferguson 936-615-2798
   - 5.5 Dump Fees: $_________ /gal
   - Transport/disposal record should be forwarded to Greg Young 936-552-4837 after each pumping.
6. Human Sciences Bldg., Grease Trap
   6.1 1000 gal. $________/gal

   6.2 Frequency: every six (6) months to be coordinated with Greg Young 936-552-4837 or Zac Ferguson 936-615-2798

   6.3 Inspection Contact: Greg Young 936-552-4837 or Zac Ferguson 936-615-2798

   6.4 Dump Fees: $________/gal

   Transport/disposal record should be forwarded to Greg Young 936-552-4837 after each pumping.

7. Motor Pool, Grit Trap
   7.1 750 gal. $________/gal

   7.2 Frequency: Annually to be coordinated with Greg Young 936-552-4837 or Zac Ferguson 936-615-2798

   7.3 Inspection Contact: Greg Young 936-552-4837 or Zac Ferguson 936-615-2798

   7.4 Dump Fees: $________/gal

   Transport/disposal record should be forwarded to Greg Young 936-552-4837 after each pumping.

8. Escalation Rate ___________%

9. Any respondent not familiar with the campus service areas will be required to visit the site. You may call Greg Young 936-552-4837 or Zac Ferguson 936-615-2798 and Terry “Tug” Witcher 936-553-0224 or George Dipple 936-205-0974 to schedule a visitation time.

   Contracting Specialist: Sonja Hendry-Witt
   936-468-4514
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.

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, the Respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas.

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 service as a convenience only. The telephone number for Fax submission of bids is 950-468-4282. The University shall not be responsible for bids received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment or operator error. Confirmation of facsimile bids is not required.

Delays in delivering Federal or Agency of the State of Texas, until such debts are applied towards any debt, including but not limited to the federal, state, or local government. Furthermore, any bidder subject to Section 2260.0551, Texas Government Code, certifies that the individual or business entity named in this bid or contract is not a contractor, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the State of Texas 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.

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.

If applicable, pursuant to Texas Family Code, Title 4, Subtitle D, Section 231.006(d), 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 this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 makes and 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.

Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(b), 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.

Bidders are advised that pursuant to Section 403.0551, Texas Government Code, 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 by the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

Bidders certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with executive head of a State agency. If Section 669.003 applies, the 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 with bidder:

Date of employment with bidder:

Bidders agree to comply with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to the use of service contracts for products produced in the State of Texas.

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 2291.

DELIVERY:

Bids should show the number of days required to place materiel 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.

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

If delay is foreseen, contractor shall give written notice. The University has the right to extend delivery date if reasons appear valid. Contractor must keep the University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.

No substitutions or cancellations are permitted without prior written approval.

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.

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”).

NOTE TO BIDDERS: Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

The Contractor shall defend, indemnify and hold harmless the State of Texas, all of its officers, agent, employee, subcontractor, or any other person engaged in such line of business, from any acts or omissions of contractor or its agents, employees, subcontractors, or any other person engaged in such line of business, from any acts or omissions of contractor or its agents, employees, subcontractors, or any other person engaged in such line of business.

PROPOSITION 34 – The Contractor agrees to protect Stephen F. Austin State University from claims involving infringement of patents or copyrights.

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

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

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 2291.

DELIVERY: Bids should show the number of days required to place materiel 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.

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

If delay is foreseen, contractor shall give written notice. The University has the right to extend delivery date if reasons appear valid. Contractor must keep the University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.

No substitutions or cancellations are permitted without prior written approval.

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.

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”).

NOTE TO BIDDERS: Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

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.

 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, 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, 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, to conduct an audit or investigation in connection with those funds.

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