

# STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

## INVITATION TO BID

**FAILURE TO SIGN WILL DISQUALIFY BID**

**Bid No. LMB-BUS-FY17**

**Due Date: August 2, 2016 at 3:00 P.M.**

Signature \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

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

Printed Name \_\_\_\_\_  
**VENDOR NAME AND ADDRESS**

PHONE/FAX \_\_\_\_\_

**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)**

Name of Firm \_\_\_\_\_

Phone \_\_\_\_\_

Mailing Address \_\_\_\_\_

FAX \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

EMAIL \_\_\_\_\_

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 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

\*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 (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
	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.			
	Provide motor coach transportation for Stephen F. Austin State University Lumberjack Marching Band to and from events listed herein for Fall 2016. - We request buses be no older than 2014 - Buses will need to be Wi-Fi/TV capable - Transportation equipment must be no older than five (5) years - SFA expects all buses to be in top operating conditions - Companies that provide substandard buses that cause breakdowns, delays or otherwise inconvenience the students or put them in harm's way should expect, at a minimum, a 50% deduction in the payment, up to full cancellation with no payment made  <b><u>SFA BAND DEPARTMENT BUS TRANSPORTATION SPECIFICATIONS:</u></b>  - Departure and return site will be from Stephen F. Austin State University, Lumberjack Marching Band practice field, unless specified otherwise			

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- Carrier must arrive at departure site 30 minutes prior to departure time for loading and boarding unless otherwise requested
- All prices must include drive gratuity. There will be no tipping by the travel party.
- All full size coaches must be clean, lavatory and DVD equipped, working air conditioner, full underneath storage to accommodate all equipment and supplies, and have reclining seats
- Bus and driver must remain with the group from SFA, departure through return to SFA including restaurant stops, and miscellaneous excursions unless otherwise directed by the Director
- Driver must have precise directions to specified locations upon arrival at SFA, and not solely rely on the SFA staff
- Do not include driver's lodging in the bid. The Band Department will secure and pay for a room for the driver at the group rate.
- If bus DVD is inoperable for viewing, contractor must contact David Campo (936-468-1046) at least 24 hours prior to pick up. At that time SFA reserves the right to cancel with no penalty and book a trip with the next low bid, or negotiate a discounted price without the DVD. Full price payment of a bus bid price will not be authorized if DVD is not working correctly.
- Bidder must provide a schedule of fees for cancellations. Notwithstanding, bidder shall not charge a fee for cancellations for cause as indicated herein.
- Smoking on the bus by the driver is unacceptable, and stops by the driver, that have not been authorized by the Director are prohibited
- Driver must have a working cellular phone with him/her at all times during the trip
- No friends or family of the driver are to accompany them on a trip at any time
- All driving staff provided shall conform to all applicable requirements for motor carrier drivers and federal rules and regulations

**BID SUBMITTALS**

Provide the following with the Bid:

- Company contingency plan if anything happens to a bus during a trip (i.e., breakdowns), including any applicable refunds or credits that would be due SFA

**CONTRACT REQUIREMENTS**

If the vendor holds a contract with Stephen F. Austin State University, the terms and conditions of the contract shall apply.

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If the vendor does not hold a contract with Stephen F. Austin State University, the following documents will be required prior to award:

- Vendor contract
- SFA Addendum to Charter Bus Agreement
- Proof of insurance
- Information about drug testing for drivers, i.e., place of testing with contact name and phone number

This is not an all or none bid. Charters will be awarded on each individual trip.

ITINERARY:

Depart: September 17, 2016    Return: September 18, 2016

7 ea

Seven (7) – 57 Passenger Motor coaches

Cowboy Stadium:

Saturday, September 17, 2016

- 11:30 a.m.        7 Buses spotted at the Commuter Lot
- 12:00 p.m.        Depart Nacogdoches, TX for Lake Charles, LA
- 3:15 p.m.        Arrive at Cowboy Stadium  
                          4205 Ryan St.  
                          Lake Charles, LA 70607
- 10:00 p.m.        Game ends, load bus
- 10:30 p.m.        Depart for Nacogdoches, TX

Sunday, September 18, 2016

- 2:00 a.m.        Arrive in Nacogdoches, TX

Depart: October 1, 2016                      Return: October 1, 2016

7 ea.

Seven (7) – 57 Passenger Motor coach

NGR Stadium:

Saturday, October 1, 2016

- 7:30 a.m.        7 Buses spotted at the Commuter Lot
- 8:30 a.m.        Depart Nacogdoches, TX for Houston, TX  
                          1 Reliant Park  
                          Houston, TX 77054
- 11:00 a.m.        Arrive at NGR Stadium
- 6:30 p.m.        Game ends, load bus
- 7:00 p.m.        Depart for Nacogdoches
- 10:30 p.m.        Arrive in Nacogdoches

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Depart: October 8, 2016                      Return: October 9, 2016

Two (2) – 57 Passenger Motor coaches

2 ea.

Guidry Stadium

Saturday, October 8, 2016

- 6:30 a.m.            2 Buses spotted at the Commuter Lot
- 7:00 a.m.            Depart Nacogdoches, TX for Thibodaux, LA
- 12:00 p.m.           Stop for lunch in Morgan City, LA  
                                  973 US-90  
                                  Morgan City, LA 70380
- 1:00 p.m.            Depart for Guidry Stadium  
                                  906 E 1<sup>st</sup> St.  
                                  Thibodaux, LA 70301
- 1:45 p.m.            Arrive at Guidry Stadium
- 7:00 p.m.            Game ends, load bus
- 8:00 p.m.            Depart for Nacogdoches

Sunday, October 9, 2016

- 2:00 a.m.            Arrive at Nacogdoches

Depart: October 29, 2016                      Return: October 31, 2016

7 ea.

Seven (7) – 57 Passenger Motor coach

San Antonio, TX

Friday, October 29, 2016

- 7:00 a.m.            7 Buses spotted at the Commuter Lot
- 7:30 a.m.            Depart for San Antonio, TX
- 12:30 p.m.           Arrive at Hotel  
                                  101 Bowie St,  
                                  San Antonio, TX 78205
- 7:00 p.m.            Depart for Exhibition –  
                                  Thomas Edison High School  
                                  701 Santa Monica St,  
                                  San Antonio, TX 78212
- 10:30 p.m.           Depart Exhibition to hotel
- 11:30 p.m.           Arrive at hotel for the evening

Saturday, October 30, 2016

- 4:00 p.m.            Depart for University Incarnate Word  
                                  4301 Broadway St,  
                                  San Antonio, TX 78209
- 4:30 p.m.            Arrive in Stadium
- 10:00 p.m.           Game ends, load bus
- 10:45 p.m.           Depart for Nacogdoches

Sunday, October 31, 2016

- 4:00 a.m.            Arrive at Nacogdoches

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Depart: November 12, 2016                      Return: November 12, 2016

2 ea.

Two (2) – 57 Passenger Motor coach

Husky Stadium:

Saturday, November 12, 2016

- 8:30 a.m.                      2 Buses spotted at the Commuter Lot
- 9:00 a.m.                      Depart Nacogdoches, TX for Husky Stadium  
7502 Fondron Road Houston,  
Houston, TX 77074
- 12:00 p.m.                     Arrive at Husky Stadium
- 7:00 p.m.                     Game ends, load bus  
Depart for Nacogdoches
- 10:00 p.m.                    Arrive in Nacogdoches

**INSURANCE REQUIREMENTS**

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.

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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
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- |  |  |
|--|--|
| 1. Workers' Compensation Coverage OR<br>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/   |  |

EXCEPT THAT for charter bus services, the Contractor shall provide the following:

Comprehensive General Liability	\$5,000,000 combined single limit
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- |                                       |  |
|---------------------------------------|--|
| 3. Comprehensive Automobile Liability |  |
| \$1,000,000 combined single limit     |  |

EXCEPT THAT for charter bus services, the Contractor shall provide the following:

Comprehensive Automobile Liability	\$5,000,000 combined single limit
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**CONTACT INFORMATION**

Questions relating to the bid document may be directed to:

Buyer:	Rebecca Galatas
Email Address:	galatasrs@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 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 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.
  - 1.4 If applicable, pursuant to Texas Family Code, Title 5, 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 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.
  - 1.5 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.
  - 1.6 Bidder agrees 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 to the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.
  - 1.7 Bidder 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:
 

<p>Name of former Executive: _____</p> <p>Name of State Agency: _____</p> <p>Date of separation from State Agency: _____</p> <p>Position with bidder: _____</p> <p>Date of employment with bidder: _____</p>	<p>Enter Federal Employer's Identification Number _____</p> <p>Sole Owner should also enter SSN# below _____</p>
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  - 1.8 Bidder agrees to comply with Texas Government Code 2155.4441, relating to the use of service contracts for products produced in the State of Texas.
  - 1.9 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.
2. **BIDDING REQUIREMENTS:**
  - 2.1 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.
  - 2.2 SFA offers facsimile or email service as a convenience only. The only telephone number for FAX submission of bids is 936-468-4282. The only email for email submission of bids is [bids@sfasu.edu](mailto: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.
  - 2.3 Bids must be time 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.
  - 2.4 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.
  - 2.5 Telephone quotations are not acceptable when in response to this Invitation To Bid.
  - 2.6 Stephen F. Austin State University reserves the right to accept or reject all or any part of any bids, to waive minor technicalities, to re-advertise if deemed necessary, and to award the bid to best serve the interests of the University.
  - 2.7 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from US, FMRC or NEMA.
  - 2.8 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.
  - 2.9 Any catalog, brand name or manufacturer's reference used in this bid is descriptive (not restrictive).
  - 2.10 Stephen F. Austin State University will not be bound by any oral statement or representation contrary to the written specifications of this ITB and any associated addenda.
  - 2.11 Bids should give Payee ID Number, full firm name and address of bidder. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:
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.
  - 6.3 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.
  - 6.4 No substitutions or cancellations are permitted without prior written approval.
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 not 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 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 in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.