**INVITATION TO BID**

**Bid No.: R0056043**

**ADDENDUM NO. 2**

**Due Date:** August 28, 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)

**Signature**

**Printed Name**

**VENDOR NAME AND ADDRESS**

**PHONE/FAX**

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**Printed Name**

**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**

- [ ] 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.**

**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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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.

**ADDENDUM NO. 2**

**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.**

**RESPONSES TO QUESTIONS RECEIVED BY EMAIL**

**Q:** The concrete spec calls for a 8” x 20” chain wall with 12” being below grade & 8” above grade. The specs also call for the truss legs to be attached to the chain wall 24” above grade which contradicts the concrete spec. Is the chain wall supposed to be larger than what is specified??

**A:** The trusses will sit on the chain wall at the 8” above grade mark
FAILURE TO SIGN WILL DISQUALIFY BID

Bid No.: R0056043
ADDENDUM NO. 1

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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
☐ Supplies, materials or equipment: produced in TXoffered 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
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☐ Rubberized asphalt paving material
☐ Recycled motor oil and lubricants
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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.

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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.

PRE-BID MEETING/SITE VISIT SIGN-IN SHEETS
The sign-in sheets from the mandatory pre-bid meeting/site visit held 8/20/15 are attached.

SPECIFICATIONS
The specifications are modified as follows:

Roofing: The reference to galvanized metal should read as “galvalume metal”
Item 1:  The reference to the sides having 2 feet open at the top should read as 4 feet open at the top. The walls will be 8’ panels.

Wood Lumber:  The reference to U1 lumber is eliminated. Pressure treated wood is acceptable.

CLARIFICATIONS
1.  No engineering drawings are required if using prefabricated trusses.
2.  The 2 gates on the back will be exposed to livestock; the gates on the front will not be exposed to livestock.
3.  SFA will stake the 4 corners of the building area to give an idea of where the building goes, but the contractor is responsible to ensure the building is plumb and square.
4.  Whatever the trusses are coated in is acceptable.
5.  The gates can be up off the ground a little so they don’t drag.
6.  The roof pitch for the barn can be 3” or 4” in 12”

QUESTIONS
Q:  Are the sides to be galvalume or white?
A:  galvalume

Q:  Metal or wood walls?
A:  Wood

Q:  What kind of wall is on the inside; it appears to be drawn differently
A:  It’s the same.

Q:  The inside wall show to be higher than the other wall?
A:  The outside perimeters should be 6 foot

Q:  How do you want to fasten the 2x6 on the inside?
A:  Don’t tie together; leave 1” gap

Q:  Do you want paint or standard red on the gates?
A:  Galvanized

Q:  This wall is on 4x4 posts and just inside the chain wall?
A:  Yes

Q:  Do you want something on the bottom of the tin to prevent ammonia’s rusting it out?
A:  Nothing is specified; we do not believe there is an issue since we will have plenty of airflow.

Q:  A HUB plan is not mentioned; is one required?
A:  No; not required.

Q:  How wide is the front opening or is the drawing to scale?
A:  20’;  2 10’ gates will be acceptable

Q:  The gates on the back are 10’?
A:  Yes
Q: Do you want a tin ledge at the top of the chain?
A: No

Q: When will the build area be staked? Are there any trees?
A: as soon as possible; there are no trees. Justin Glasscock is the SFA contact who can show you the site: 645-0229

Q: Are you doing any testing on the dirt?
A: No; we will be the judge
SIGN IN SHEET

Company Name: Cox Contractors
Email: Brian@cocontractors.com
Representative Name: Brian Mann
Phone: 936-635-1374
Fax: 934-564-8242
Address: 4720 E Main St
City: Nacogdoches, TX
St/Zip: 75961
CONTACT FOR HUB PAPERWORK (name, phone, email):

Company Name: J.E. Kingham
Email: whbardwell@diekcc.com
Representative Name: Will Bardwell
Phone: (936) 564-3329
Fax: 
Address: 312 Old Tyler Road
City: Nacogdoches
St/Zip: TX 75961
CONTACT FOR HUB PAPERWORK (name, phone, email):

Company Name: 
Email: 
Representative Name: 
Phone: 
Fax: 
Address: 
City: 
St/Zip: 
CONTACT FOR HUB PAPERWORK (name, phone, email):

**Please Print Legibly**
**INVITATION TO BID**

**Failure to Sign Will Disqualify Bid**

**Bid No.** R0056043

**Due Date:** August 28, 2015 at 3:00 P.M.

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### VENDOR NAME AND ADDRESS

- **Printed Name**
- **Phone/FAX**

- **Name of Firm**
- **Phone**

- **Mailing Address**
- **FAX**

- **City**
- **State**
- **Zip**

- **EMAIL**

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See Instruction 2.11 on Back for Vendor ID Number

**Is Vendor a State of Texas certified HUB?**

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### Item No. | Description | Qty. & Unit | Unit Price | Extension
---|-------------|-------------|------------|----------
1. | Provide all materials, equipment, tools, labor, hardware, services, facilities and related services to construct a covered open air clear span of 40’ x 80’ depth, with an eave height of 12 feet with a perimeter concrete chain wall. The building consists of steel truss with steel truss legs, wood purlins, galvanized sheet steel roof, sides and exterior supports of treated wood. Truss legs are attached to a concrete wall 2 feet above interior grade. The sides have 2 feet open at top on two side walls for ventilation. Location indicated on attached map site will be marked by owner. Truss drawings shall be issued and sealed by a Texas Engineer or trusses provided by a commercially manufactured company. See Exhibit A for rende0rings of proposed litter barn and map with barn location. | 1 LOT | |

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MANDATORY PRE-BID CONFERENCE
A MANDATORY pre-bid conference is scheduled for 10:00am Thursday, August 20, 2015 in the Physical Plant Building Training Room, 2104 Wilson Drive, Nacogdoches, TX 75961 on the campus of Stephen F. Austin State University.

Visitors may park behind the building if needed.

Failure to attend the pre-bid conference and site visit will forfeit consideration of the Respondent’s bid.

CONTACT INFORMATION
Questions relating to the solicitation document, HUB subcontracting plan, or the response may be directed to the Director of Procurement, Diana Boubel, 936-468-4037.

PAYMENT BONDS
The cost of all bonds must be included in the response.

If the bid amount is greater than $25,000, a payment bond is to be provided in the amount of 100% of the contract amount. This bond shall be made payable to SFA, is to be drawn on a surety authorized to do business in the State of Texas, and is to be on forms acceptable to the University.

Required bonds are to be delivered to the SFA Purchasing Department within fourteen (14) days of notification award. Failure to submit the bond within the required timeframe will be considered breach of contract, and any contract awards, either verbal or in writing will be considered null and void.

ADDITIONAL SPECIFICATIONS:
Clearing and Grubbing: All trees, brush, stumps, rubbish, and manure shall be removed from the foundation, storage, and spoil area(s) before excavation is performed. All material cleared from the area shall be disposed of by hauling to an appropriate landfill or location by the owner. No burning allowed. Trees and other cleared vegetation will be cut flush with the ground surface in spoil areas. The foundation and/or storage area will have all stumps, roots, and vegetation removed. The general area around buildings will also require grubbing as necessary to complement and allow water run off of the use intended for the structure. The limits of this grubbing will be staked by the owner.

Excavation: Top soil excavated from the site will be stockpiled for later placement around the completed structure or as directed by owner. Soils containing excessive organic material will be removed from the foundation area. The completed excavation and placement of spoil material shall conform as nearly to lines, dimensions, grades, and compacted. Generally, spoil will be placed and spread to blend with the existing terrain of the spoil area. Runoff from outside drainage areas will be diverted from the excavation area. Stockpiled material will be kept covered to prevent water saturation until spread accordingly.
Excavation depth will consistently range from 4” – 6”. Immediately following excavation begin installing base fill for pad for a level work site; compact according to specifications.

**Fill:** Fill material placed for pad, dirt flooring shall be good sandy clay or clayey sands and free of gravel, detrimental amounts of sod, roots, large stones, and other objectionable material. Highly plastic clay soils should be avoided.

Begin placing and spreading the fill material at the lowest point of the excavated area and construct the fill in approximately horizontal layers not exceeding 9 inches of loose thickness unless otherwise specified. These layers shall be reasonably uniform in thickness and shall extend over the entire area of the fill. Operate the compacting equipment over each layer so that compaction of the fill material will obtain 95% density. A minimum of two complete passes over each layer by the compacting equipment is required to obtain adequate compaction.

If a minimum required density is specified, each layer of fill shall be compacted as necessary to obtain that density. Contractor is responsible for meeting and testing density.

All finished work shall be left in a neat and clean condition. The outer edges and slopes of the fill shall blend with the surrounding landscape and complement the structure built upon it.

**Moisture Control:** All fill material shall have moisture content sufficient for the required compaction. Fill material which is too dry shall be moistened by adding water or by thoroughly mixing with moist fill until an acceptable moisture level is obtained. Fill material which is too wet shall be allowed to dry naturally or shall be dried by diskig or shall be thoroughly mixed with dry fill material until an acceptable moisture level is obtained.

The moisture content of the fill shall be maintained within the limits to:

1. Prevent bulking or spreading out of the material under the action of the hauling or compacting equipment.
2. Prevent adherence of the fill material to the equipment.
3. Ensure the crushing and blending of the soil clods and aggregation into a homogeneous mass
4. Contain adequate moisture so that a sample can be hand molded without the mold oozing through the fingers or squeezing out any water.

**Wood Lumber:** All material shall be sound wood, free from decay, and of new quality. Good quality, used, pressure-treated lumber may be utilized for walls of composter bins and dry stack storage areas. All timber beams shall be dense, structural quality, and graded in accordance with the Standard Grading Rules for Southern Pine Lumber. Unless otherwise specified, all timber and lumber shall be furnished in American Standard dressed sizes. All sizes specified are nominal sizes.
All structural timber, posts, poles, fascia, bins, sidewalls and lumber, except roof girders, rafters, purlins, trusses, knee braces, and attic bracing shall be heavy duty ground contact rated pressure treated. Treated timber and lumber shall be impregnated with the specified type and quantity of preservative as specified in AWPA Standard U1: Wood Used on Farms – Preservative Treatment by Pressure Processes. All treated material will be identified with a label or brand attached to lumber.

Posts and poles shall be set plumb and to the depth of a minimum 3'-0". Backfill around posts/poles shall be hand-tamped earth in lifts with steel driver. Post holes shall be drilled with a hand or machine rotary auger to proper depth. Posts/poles shall be temporarily braced until girders, plates, or other members are installed to maintain plumb alignment.

All timber and lumber stored at the site of the work shall be neatly stacked on supports at least 12 inches above the ground surface and protected from the weather by suitable covering. Untreated material shall be so stacked and stripped as to permit free circulation of air between the tiers and courses. Treated timber may be close-stacked.

**Fasteners:** Pressure treated wood requires spiral or ring shank nails or to be bolted with galvanized fasteners. Nails to fasten rafters, girders, cleats, scabs, wooden sidewalls, and/or braces to the pressure treated poles shall be 20d to 40d size or as specified on the drawings. Untreated framing members shall be fastened to each other with 16d to 20d nails.

Due to the corrosive nature of preservatives required after December 31, 2003, all bolts, washers, nuts, nails, and other hardware used in contact with treated wood shall be galvanized to meet ASTM Specifications A153 for fasteners and A653 Class G185 sheet metal for connectors, Type 304 or 316 (stainless) steel, or other type of material or coating as approved by the preservative manufacturer. Current information on specific fastener materials is available through links to the preservative manufacturers on the AWPA website at awpa.com. Aluminum should not be used in direct contact with treated wood.

Fasteners for roof panels shall meet brand specification requirements. Screw and seal type fastener for metal roof panels to a wood structure.

**All fasteners must be submitted and inspected by the owner prior to installation.**

**Trusses:** Trusses shall be metal designed to handle the roof loads at the location. Spacing of trusses shall be 10 feet on center unless otherwise directed by truss manufacturer or engineer. Trusses shall have a minimum of 12 inches of overhang, and more is advisable. Trusses may be pre-fabricated, manufactured trusses. New truss certification must be provided by a registered professional engineer.
Manufactured trusses will be installed in accordance with the manufacturer's instructions. All trusses will be of a design approved by a registered professional engineer. A copy of the truss certification shall be provided to the owner prior to truss installation.

Truss anchorage and associated supports shall be as shown on the drawings or other acceptable methods as approved by the engineer or truss manufacturer.

Trusses shall be primed and painted with DTM or coated/treated with Rust-Oleum High Performance Industrial Coal Tar Epoxy color black.

**Roofing:** Roofing shall be galvanized metal in standard lengths and widths and shall be of new quality (without holes, rust, etc.). Roofing material shall be minimum 29 gauge and be ribbed for strength. Roofing shall be installed in accordance with manufacturer's recommendations. If any other type of roofing material is desired, it must first be approved by the owner. Roof panels shall have a 20 year warranty.

**Concrete:** Concrete shall be 3,000 psi for design at 28 days compressive strength designed and batched at concrete plant. Construction joints in chain wall are acceptable but formed 2” x 3” keyway with ½” “X” brace connecting dowels. Chain wall shall be 8” x 20” with ½” steel rebar on 14” x 14” centers with wall ties. Chain wall shall be 12” below finish grade with average top of wall 8” above finish floor. Corners will tie together with 4, 18” leg angles with ½” rebar. All steel shall conform to ASTM A615, Grade 40 or 60.

**GENERAL TERMS AND CONDITIONS**

All work is to be performed in a neat and workmanlike manner, site kept clean at all times, protection provided to avoid damage to landscaping and all adjoining property, including improvements, performed as quickly as possible consistent with best industry construction practices, and guaranteed for one (1) full year from date of completion against all defects.

Contractor shall comply with all local, state, and Federal orders, ordinances, laws, rules, and regulations of duly constituted authorities having jurisdiction over this work.

All work is to be completed as mutually agreed by and between the University and the contractor. 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 and other protective devices are to be used as necessary to prevent injury to persons or property. All reasonable precautions are to be taken.
Payment will be made lump-sum upon completion or as otherwise mutually agreed between Contractor and the University.

**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.
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:

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<th>TYPE OF COVERAGE</th>
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<td>1. Workers’ Compensation Coverage OR Employer’s Liability with $1,000,000 each occur/aggregate</td>
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| 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. All-Risk Builder’s Risk Insurance | a. equal to 100% of the Contract Sum  
                                     b. shall remain in effect until Substantial Completion  
                                     c. the policy shall be written jointly in the names of the Owner and Contractor |
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, nor intends 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 offers facsimile or email submission of bids is bids@sfasu.edu. The Payee ID number 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.

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 231, Subtitle B, 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(d) must provide the 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 payment 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:

Name of former Executive:

Name of State Agency:

Date of separation from State Agency:

Position with bidder:

Date of employment with bidder:

1.8 Bidder agrees to comply with Texas Government Code, Title 25, Section 2155.441, 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 where SFA delivery location is 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. 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 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 to the bidder. The Payee ID Number is the taxpayer number assigned by and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number

Sole Owner should also enter SSN# below

3. TIE BIDS - Awards will be made in accordance with Rule 34 TAC 20.36 (b) (3) and 20.38 (preferences). The Contractor agrees to accept the bid made to any competitor or any other person engaged in such line of business.

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 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, Contractor agrees to either settle any contract or dispute arising under such 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:

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 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, for 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 audit of audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
STEPHEN F. AUSTIN STATE UNIVERSITY
Invitation To Bid #R0056043
EXHIBIT A

EXHIBIT A

RENDERINGS and
MAP WITH BARN LOCATION