FAILURE TO SIGN WILL DISQUALIFY BID

Bid No.: R0056348
ADDENDUM NO. 1

Due Date: 8/31/2015 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)

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
☐ 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 (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.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty. &amp; Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
</table>

| ADDENDUM NO. 1 |

This Addendum DOES NOT have to be acknowledged for the bid to receive consideration.

QUESTIONS RECEIVED BY EMAIL FROM A VENDOR

1. **Question:** What color is wanted for the LED lighting?
   **Answer:** Purple and White, both at different times.

2. **Question:** Would plaque be acceptable being built out of fabricated aluminum to make it lighter?
   **Answer:** Yes. The signage is to match the signage in the Atrium of the Baker Pattillo Student Center (BPSC) and the signage over the doors at Barnes & Noble Bookstore also in the BPSC. The new signage will require purple and white which will require approval.

3. **Question:** What information do you have about the wall it is to be attached to and the electrical details?
   **Answer:** The sign will be hung on a wall papered sheetrock wall. The electrical will need to be switched and pulled through the wall.
INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No. R0056348

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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
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ITEM NO. DESCRIPTION Qty. & Unit Unit Price Extension

Provide all labor and material to fabricate and install a logo plaque in the Twilight Ballroom in the Baker Pattillo Student Center on the campus of Stephen F. Austin State University in accordance with Exhibit A specifications and drawings.

CONTACT INFORMATION
All questions regarding the Invitation To Bid or specifications shall be forwarded to the Carol Fountain – (936) 468-6495 fountaincw@sfasu.edu

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 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**

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:

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers’ Compensation Coverage OR Employer’s Liability with $1,000,000 each occur/aggregate</td>
<td></td>
</tr>
<tr>
<td>2. Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>a. $1,000,000 each occur</td>
<td></td>
</tr>
<tr>
<td>b. $2,000,000 general aggregate</td>
<td></td>
</tr>
<tr>
<td>c. $2,000,000 products/</td>
<td></td>
</tr>
</tbody>
</table>

**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.
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 affirming that the bidder 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 firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of the 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 the same as that 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, any taxes owed by the bidder, 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 agrees to comply 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 2155.4441, relating to the use of service contracts for products produced in the State of Texas.

1.9 By signature, 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. 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 bid information lost, delayed, 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.

2.5 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 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.

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.

6.4 No substitutions or cancellations are permitted without prior written approval.

7. ALTERNATE DISPUTE RESOLUTION:

7.1 Any terms and conditions attached to a solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”).

7.2 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.

7.4 Vendor is 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.

7.5 Telephone quotations are not acceptable when in response to this Invitation To Bid.

7.6 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.

7.7 All electrical items must meet applicable OSHA standards and regulations, and bear the appropriate listing from US, FMRC or NEMA.

7.8 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.

7.9 Any catalog, brand name or manufacturer’s reference used in this bid is descriptive (not restrictive).

7.10 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.

7.11 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:

Enter Federal Employer’s Identification Number:

Sole Owner should also enter SSN# below:

7.12 No substitutions or cancellations are permitted without prior written approval.
EXHIBIT A

SPECIFICATIONS AND DRAWINGS
SECTION 10400
ALUMINUM PLAQUE

PART 1—GENERAL

1.1 DESCRIPTION

Provide all labor and material necessary to complete all fabrication of logo plaque and installation of same where shown on the drawing and specified herein. Provide any wall blocking as necessary inside existing wall to support logo plaque. Provide electrical connection for “halo” lighting as well as secure anchoring to existing wall. Connect electrical to nearest available circuit and provide dimmable wall switch by entry doors. Field verify wall locations and verify plaque size will fit appropriately before any fabrication.

1.2 SUBMITTAL

A. Provide full range of actual color chips for each material, including frames, background – paper color charts will not be acceptable.
B. Provide full size paper logo and submittal for review and approval.
C. Provide all warranty information.

1.3 WARRANTY

Warrant the plaque attachment method for a minimum or 10 years.

PART 2—PRODUCT

2.1 CAST ALUMINUM PLAQUE

A. Materials

1. Size and layout as indicated by attached drawing
2. Satin Aluminum border similar to #510 ARK Ramos
3. Painted background.
   “Texas” shape in Purple, per Owner approved color
   “Letters” and “Star” in White, per Owner approved color
4. Concealed projected mounting.
5. Letters should appear as slightly stacked on the Texas shape as well as each other for a 3D appearance.
6. Star should be slightly raised
7. Matte background on smooth or pebble texture.
8. Plaque should be logo shaped
9. Overall size, see drawing.

B. Manufacturers

1. ARK Ramos, Oklahoma City, OK 1 (800) 725-7266
3. The Southwell Co., San Antonio, TX, (210) 223-1831
PART 3—EXECUTION

3.1 INSTALLATION

Installation shall be in strict accordance with manufacturer's requirements. Plaques not in accordance shall be replaced immediately upon notification. Any damage caused by "re-installation" shall be repaired.