**INVITATION TO BID**

**Bid No.** R0057406

**Due Date:** 12/4/15 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)**

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**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

*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.

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<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty. &amp; Unit</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
<td></td>
<td>Provide and deliver a New 2016 12-Passenger Van to meet or exceed the minimum specifications.</td>
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**MINIMUM SPECIFICATIONS**

- Paint: Artic White or Manufacturer Equivalent
- Upholstery- Black Leatherette
- 6-Cylinder Engine
- Minimum 170" Wheelbase
- Minimum 76.4 in. Interior Standing Height
- Minimum 190.3 cu ft. Cargo Volume
- Back Up Camera
- Rear Cabin Heater and Vents
- Heat-Insulating Glass
- Fuel-Fired Heater Booster (17,000 BTU) or Equivalent
- Illuminated Exits
- Overhead Control Panel w/2 Lamps
- Cruise Control
- Light Alloy Wheel
-12V Power Outlet, Passenger and Rear
-Roof Mounted Rear Air-conditioning
-Convenience Load Lights
-Rear Seat Armrest, Right and Left
-Rear Door Step-Bumper
-Two Stage Opening Sliding Door
-Two Additional Master Key’s
-Steering Wheel Controls (radio, mileage, fuel)


SERVICING REQUIREMENTS
-Warranty and service must be provided within a maximum radius of 100 miles from Stephen F. Austin State University. Provide the name, address, and phone # of service location. SFA will verify the distance using google maps and the 1936 North St, Nacogdoches, TX 75962 address for SFA.

Service Provider Name:__________________________
Address:______________________________________
Phone #:______________________________________

TAX, TITLE, LICENSE, AND DELIVERY INFORMATION
-SFA is tax exempt.
-Quotes must exclude tax and include title, inspection, etc.
-The University will request tax exempt license plates.
-Deliver to Stephen F. Austin State University, Transportation Department, Nacogdoches, Texas.

NOTE: All pricing associated with the vehicle selected by the University must be included in the bid document. Additional costs not quoted, but identified at the time of order or delivery WILL NOT be paid by the University.
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, nor intends to give, nor has 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 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 2, Section 231.006(d), regarding child support, the bidder certifies that the individual or business entity named in this bid is not eligible 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 may be enjoined and held in contempt or ordered to show cause why his or her certificate of eligibility is inaccurate.
   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 403.003, 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 6, Subtitle B, Section 669.003, 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 shall 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 936-488-4282. The only email for 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.
   2.2 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.
   2.3 Telephone quotations are not acceptable when in response to this Invitation To Bid. 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.
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   2.8 All electric items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from US, FMRC or NEMA.
   2.9 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.
   2.10 Any catalog, brand name or manufacturer's reference used in this bid is descriptive (not restrictive).
   2.11 Bids should give Payee ID Number, full firm name and address of bidder. The Payee ID Number is the taxpayer number assigned by the State of Texas. Bids should give Payee ID Number, full firm name and address of bidder. The Payee ID Number is the taxpayer number assigned by the State of Texas.

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 2291.**

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:**
   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 In the event 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 any successor agency, 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 use of audit funds is used indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract agreements.

7. **PUBLIC INFORMATION ACT:**
   7.1 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:**

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