FAILURE TO SIGN WILL DISQUALIFY BID

Bid No. PPD FLEET TRUCKS-18

Due Date: January 4, 2019 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 2.11 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

- 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>
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Provide and deliver three (3) New 2018 or 2019 Chevrolet 2500HD Silverado Trucks to meet or exceed the minimum specifications. Provide pricing in schedule listed below:

1. Vehicle 1:
   - Sales Price: ______________________
   - Less Trade in amount: ______________________
   - Final Price: ______________________

2. Vehicle 2:
   - Sales Price: ______________________
   - Less Trade in amount: ______________________
   - Final Price: ______________________

3. Vehicle 3:
   - Sales Price: ______________________
   - Less Trade in amount: ______________________
   - Final Price: ______________________
PRICING CLARIFICATION
Please note pricing for the three (3) trucks should **ALSO** include the fees for state inspection. Dealer must now mail all paperwork relating to titles, registrations, and exempt plates directly to the Nacogdoches County Tax Assessor Collector 101 W. Main St. Suite 100 Nacogdoches, TX 75961. For any questions related to the this new requirement please call our property manager, Ann Foster at 936.468.4418 or e-mail her at afoster@sfasu.edu.

MINIMUM SPECIFICATIONS
Body Style: CC25903-LWB, 2WD, Regular Cab or CC2593-LWB, 2WD, Double Cab Pickup
PEG: 1WT-1WT Work Truck Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H2Q-Vinyl, Jet Black/Dark Ash, Interior Trim
Engine: L96-Engine: 6.0L, V-8, SFI, Flex Fuel w/E63 only
Transmission: MYD-6 Speed Automatic

OPTIONS
- 1WT-1WT Work Truck Preferred Equipment Group
- 9J4-Bumper: Rear Delete
- A31-Power Windows (IF AVAILABLE)
- AE7-Seats: 40/20/40 Split Front Bench
- AKO-Glass, Deep Tinted
- AQQ-Keyless Remote Entry (4 sets of keys total)
- AU3-Power Door Locks
- AYO-Airbags-frontal, front seat side-impact and head-curtain
- BG9-Floor Covering: Rubberized Vinyl, Black
- C67-Air Conditioning, Manual
- DL8- Mirrors, O/S, Power, Heated
- FE0-Federal Emissions
- G80-Locking Differential, Rear
- GAZ- Summit White
- GEH-GVW Rating 9,500 LBS
- GT5-Rear Axle, 4.10 Ratio
- H2Q-Vinyl, Jet Black/Dark Ash, Interior Trim
- IOB-Radio, 7” Color Screen, Bluetooth, w/USB Port
- ZHQ-Tire Spare: LT 245/75R17 BW ALS
- ZW9-Delete: Pick-Up Box
- ZY1-Paint, Solid
- Knapheide Flip Top Series Work Bed/Service Body
- JL1-Integrated Trailer Brake Controller
- K34-Cruise Control
- K47-Air Cleaner, High Capacity
- KC4-Cooler, Engine Oil
- KG4-Alternator, 150 AMP
• KI4-110 Volt Electrical Receptacle, In Cab
• KNP-Transmission Cooling System
• L96- Engine: 6.0 L, v-8, SFI, Flex Fuel w/E63 only
• MYD-6-Speed Automatic
• NZ4-Wheel, Spare, 17 X 7.5, Steel
• PCM-Convenience Package
• PYN-Wheels: 17” Steel
• QHQ-Tires: LT 245/75R17E BW All Season
• SFW-Back-Up Alarm Calibration (SEO)
• UQ3-Speaker System
• V22-Grille: Chrome Surround
• V46-Bumper, Front, Chrome
• V76-Recovery Hooks
• VK3-License Plate Front Mounting Hardware
• YK6-SEO Processing Option
• Knapheide Utility Rack
• Rear Bumper and Class V Receiver Hitch
• Rear Backup Camera

WARRANTY
3 years or 36,000 miles, whichever comes first

TRADE IN VEHICLES
Stephen F. Austin State University will be trading in the following three (3) trucks along with the purchase of the three (3) new trucks:
• 1988 Chevrolet 1500 R-Cab
• 1988 Chevrolet 1500 R-Cab
• 1989 Chevrolet 1500 R-Cab Service Body

ONLY one trade in per vehicle please. Arrangements may be made to view and appraise these trucks with Mark Scott, Manager of Transportation and Special Services (Contact information is listed below).

DELIVERY
Expected delivery is 08/01/2019 OR sooner and can be NO later than 08/31/2019.

U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM
By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of SFASU, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor’s subcontractors, as proof that this provision is being followed. **If this certification is falsely made, the Contract may be immediately terminated, at the discretion of SFASU and at no fault to SFASU, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that SFASU must undertake to replace the terminated Contract.**

ISRAEL NON-BOYCOTT VERIFICATION
Pursuant to Section 2270.002, *Texas Government Code*, Contracting Party hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), *Texas Government Code*.

CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITED
Pursuant to Section 2252.152, Texas Government Code, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code.

CONTACT INFORMATION
Questions relating to the solicitation document, or the response may be directed to Contracting Specialist, Kim Jones, 936-468-6551, joneskk2@sfasu.edu

Questions pertaining to the specifications and trade in vehicles may be directed to Mark Scott, Manager of Transportation and Special Services, 936-468-4411, scottranda@sfasu.edu

The e-mail address to submit bids to is bids@sfasu.edu

REQUIRED SUBMITTALS
1) Signed Invitation to Bid
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, offered to give, or 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 151.01 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 price 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 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:

   1.8 Name of former Executive:

   1.9 Name of State Agency:

   Date of separation from State Agency:

   Position with bidder:

   Date of employment with bidder:

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 portions thereof considered 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 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.

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

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

2.6 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.

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

2.8 Any bid including, brand name or manufacturer's reference used in this bid is descriptive (not restrictive).

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 the bid proposals and representations 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:

   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).

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 any 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 to 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 specified directly in 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.

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”).

9. **NOTE TO BIDDERS:**

9.1 Any terms and conditions attached to a solicitation will not be considered unless specified directly in this solicitation and may result in disqualification.

10. 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.

11. 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.