**Invitation to Bid**

**Failure to sign will disqualify bid.**

**Bid No.** PROPANE-14

**Due Date:** July 15, 2014 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 Instruction 2.11 on Back for Vendor ID Number

Is Vendor a State of Texas certified HUB?  ☐ Yes

Fill in the table below:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty. &amp; Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Liquid Propane Gas – The cost per gallon must include all delivery and transportation costs</td>
<td>1 GAL</td>
<td>$__________</td>
<td></td>
</tr>
</tbody>
</table>
2. Vendor shall provide 24 hours per day, 7 days per week Service  
   *See Service Specifications*

3. Escalation rate for four additional 1-year renewal periods shall not exceed in any year:

   Circle One: **YES** or **NO**

   ________%

**SERVICE SPECIFICATIONS**

Each delivery must be metered individually. Invoicing shall be submitted monthly, showing each tank filled and number of gallons.

Provider must certify that the propane they supply is clean and free of moisture, contaminants, and is suitable for "trouble-free" use in the propane system currently in use at the University.

It shall be the responsibility of the successful bidder to check the tanks and replenish the supply as necessary. Tanks should not be allowed to go below 50% and should never be allowed to go empty.

The successful bidder will be required to safety inspect all tanks and verify that all tanks meet State of Texas, NFPA Gas Code #54 & #58 and Federal OSHA Section 1910.110 safety requirements throughout the life of the contract.

The successful bidder shall be required to perform necessary repairs on equipment. Failure to perform service in a timely manner will result in cancellation of the contract. The successful bidder shall supply a telephone number that is in use 24 hours per day, 7 days per week, for emergency service calls.

Vendor shall ensure tanks are full on the first day of the contract period, September 1, 2014.

**CONTRACT TERM**

The Term of the Agreement shall be from September 1, 2014 through August 31, 2015. The University reserves the right to renew the Agreement for four (4) additional one-year periods, subject to mutual agreement of both parties. Contracted rates will be negotiated annually to be effective September 1 of each year, but shall not increase more than the percentage amount quoted in item 3.

Bidder’s guaranteed annual fixed contract price for each renewal period will remain firm for the entire one year contract period.

**CANCELLATION/TERMINATION**

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via Certified Mail of such failure and demand that the same be remedied within ten (10) days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement by giving the defaulting party thirty (30) days written notice.
Nothwithstanding the foregoing either party shall have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

Nothwithstanding anything to the contrary, SFA reserves the right to cancel immediately due to non-performance or as specified. Upon said termination, Agency shall be paid for all services satisfactorily rendered to the date of said termination in accordance with this Agreement. The University shall be the sole judge of the acceptability of services provided hereunder.

SITE VISIT
A site visit is recommended. Contact Joey Bray, Director of Poultry Science, jbray@sfasu.edu or 936-468-4144 to make an appointment for a site visit.

EVALUATION & AWARD
Initial Evaluation will be based on the lowest cost per gallon. If the incumbent provider is the lowest cost per gallon, no further evaluation will be required.

If the incumbent is NOT the lowest cost per gallon, evaluation will be based on the lowest cost per gallon time the estimated annual quantity plus the cost to remove incumbent’s existing tanks and install new tanks.

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.

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.

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 the Owner. Acceptance of the insurance certificates by the Owner 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 Owner.

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 Owner.

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, 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 the Owner, the minimum insurance coverage as follows:

**TYPE OF COVERAGE LIMITS OF LIABILITY**
1. Workers’ Compensation OR Excess Liability $10,000,000
2. Comprehensive General Liability
   a. $1,000,000 each occur
   b. $2,000,000 general aggregate
   c. $2,000,000 products/completed operations aggregate
3. Comprehensive Automobile Liability
   a. $1,000,000 each accident, combined single limit
4. Environmental Impairment $1,000,000 Each Occurrence Liability (EIL) and/or Pollution Liability

**CONTACT INFORMATION**
All questions regarding the Invitation To Bid must be forwarded to the Contracting Specialist in Procurement and Property Services:
Jaimie Garrie
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962
Phone: 936.468.4225
Fax: 936.468.4282
Email: garriejm@sfasu.edu
1. BIDDER AFFIRMATIONS: Signing this bid with a false statement is a material breach of contract. 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 or other benefit, directly or indirectly, as a result of any acts, agreements, or omissions. This includes, but is not limited to, any gift, loan, gratuity, or other consideration.

1.2 Pursuant to 15 U.S.C. Sec. 1, et seq. And Subtitle B, Section 669.003, relating to delinquent taxes and child support, the bidder must provide evidence of any taxes owed the State of Texas. If this number is not found, the bidder must contact the Comptroller of Public Accounts of Texas to obtain the correct number.

1.3 Pursuant to Texas Government Code, Title 25, Subchapter C, Section 506.004, the federal government, or any employee thereof, is ineligible to receive the specified contract and the entity named in this bid or contract is not able to provide the required subcontractor or service to a public servant in connection with any resulting contracts.

1.4 If applicable, pursuant to Texas Family Code, Title 6, Subtitle C, Section 153.006, the bidder certifies that the individual or business entity named in this bid is not ineligble 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 4, Subchapter A, Section 215.031, 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 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.

1.6 Bidder certifies that they are in compliance with Texas Government Code, Title 6, Subchapter B, Section 669.003, relating to contracts 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:
Date of separation from State Agency:
Position with bidder:

1.7 Bidder certifies to comply with Texas Government Code 2155.4441, relating to the use of products produced in the State of Texas. 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.

1.8 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 service as a convenience only. The only telephone number for FAX submission of bids is 936-488-4282. 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 or operator error. Confirmation of facsimile 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 if 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 Univerity.

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 ID 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

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.

DELIVERY:

6.1 Bids should show the number of days required to place material in designated location. Under normal conditions, failure to deliver on or before 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 change. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase in cost, to cost and handling to defaulting contractor.

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

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.

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 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 for the purpose of conducting an audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received or used either directly or indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.