Invitation to Bid

Failure to sign will disqualify bid.

Bid No. SLOPE MOWER-2017

Due Date: May 10, 2017 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
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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<tbody>
<tr>
<td></td>
<td>Provide and deliver a New 2017 remote-controlled Robot/Slope mower, strong hitch, roll cage, rubber track, custom powder coating to meet or exceed the minimum specifications.</td>
<td>1 LOT</td>
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MINIMUM SPECIFICATIONS

REMOTE CONTROLLED/SLOPE MOWER
- Weight 500 lbs (226 Kg)
- Hybrid Power
- Propulsion System: Electric Motor
- Drive System: Rubber Tracks
- Cutting Width: Twin blade 44 inches (112 cm)
- Cutting Motion: Forward and Reverse
- Blade Control: Electro Magnetic Clutch
- Mowing Slope: 50 degrees +/- 10
- Gas Engine: 20 HP
- Gas Tank: 2 gal (7.65 L)
-Ground Pressure: 1.16 lbs/square inch
-Gas Engine Fuel: Regular unleaded
-RF Controller Battery Charge: 20 hrs

**STRONG HITCH**
Capacity 3000 lbs and be used with any ball size with a 1” mounting hole

**ROLL CAGE**
-Roll cage
-All nuts and bolts included

**RUBBER TRACK**
-9 inch wide

**CUSTOM POWDER COATING**
Purple

**WARRANTY**
1 year

**DELIVERY**
Expected delivery within 4-6 weeks or sooner

**REQUIRED SUBMITTALS**
1) Signed Invitation to Bid

**CONTACT**
Kim Jones
Contracting Specialist
Joneskk2@sfasu.edu
(936) 468-6551
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 been, nor intends to give, nor will give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service, other than those for which the university is already acting or serving in connection with the submitted bid.

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 guaranteed overnight.
   2.2 SFA offers facsimile or email service as a convenience only. The only telephone number for SFA is 936-468-4282. The only email for submission of bids is bids@sfasu.edu.
   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 at least a minimum of 30 days from the 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 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 prior to award.

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 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. Delivery date is not acceptable for bids. Complete delivery in 14 calendar days. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. Late fees will be incurred in accordance with Texas Government Code 2251.

7. ALTERNATE DISPUTE RESOLUTION:
   Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services shall be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

8. PUBLIC INFORMATION ACT:
   Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure under 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 specifically referred to on this solicitation and not inconsistent with the University's prevailing policy and regulations.
   9.2 The Contractor shall defend, indemnify and hold harmless the State of Texas, all of its agents, employees and officers 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.

10. 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.

11. 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 guaranteed AM delivery.
   11.1 SFA offers facsimile or email service as a convenience only. The only telephone number for SFA is 936-468-4282. The only email for submission of bids is bids@sfasu.edu.
   11.2 The University shall not be responsible for bids or portions of received bids. Illegible, incomplete, unreadable, or responsive due to failure of electronic equipment, technology error, or operator error. Confirmation of facsimile or email bids is not required.

12. Bids shall be made during normal working hours only, unless prior approval for early or late delivery has been obtained.

13. If delay is foreseen, contractor shall give written notice. The University has the right to extend delivery date and terms appearing valid.
   13.1 Contractor must keep the University advised of all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet required terms will cause the University to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.

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

15. Pursuant to Texas Government Code, Title 25, Subtitle B, Section 251.004(a), the bidder has not been compensated for participation in the preparation of the specifications for this solicitation.

16. Pursuant to Texas Government Code, Title 25, Subtitle B, Section 251.004(d), regarding child support, the bidder 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 251.006 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 submitted prior to award.

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

18. 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.
   18.1 Any catalog, brand name or manufacturer's reference used in this bid is descriptive (non-restrictive).
   18.2 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.
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19. Sole Owner should also enter SSN# below

20. Name of former Executive:

21. Position with bidder:

22. Date of separation from State Agency:

23. Bidder certifies that they are in compliance 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.
   23.1 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.

24. TIE BIDS - Awards will be made in accordance with Rule 34 TAC 20.36 (b) (3) and 20.38 (preferences).

25. PAYMENTS - 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.