

STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No. ARBORCHEM16

Due Date: July 2, 2015 at 3:00 P.M.

Signature	City	Zip
Printed Name		
VENDOR NAME AND ADDRESS		
Name of Firm		
Mailing Address		
City	State	Zip

PHONE/FAX
Phone
FAX
EMAIL

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 2.11 on Back for Vendor ID Number Is Vendor a State of Texas certified HUB? <input type="checkbox"/> Yes	Delivery in _____ Days Cash Disc. _____ % _____ Days
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Check all that apply if Preference Claimed under Rule 34 TAC 20.38

- | | |
|---|--|
| <input type="checkbox"/> Supplies, materials or equipment: produced in TX/offered by TX bidders*
<input type="checkbox"/> Agricultural products grown in TX
<input type="checkbox"/> Agricultural products offered by TX bidders*
<input type="checkbox"/> USA produced supplies, materials or equipment
<input type="checkbox"/> Products produced at facilities located on formerly contaminated property | <input type="checkbox"/> Products of persons with mental or physical disabilities
<input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials
<input type="checkbox"/> Energy efficient products
<input type="checkbox"/> Rubberized asphalt paving material
<input type="checkbox"/> Recycled motor oil and lubricants
<input type="checkbox"/> 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.

Item No.	Description	Qty. & Unit	Unit Price	Extension
	Quote price on quantity and unit of measure, extend and show total. If error in extension, unit price shall govern. Items for state use are exempt from state sales and federal excise tax. Do not include tax in your bid.			
	Provide and deliver Fertilizer, Pesticides, Herbicides and Commercial Gardening Supplies for the Stephen F Austin State University Arboretum. <p style="text-align: center;">THIS BID WILL BE AWARDED AS ALL OR NONE</p> The term of the Agreement shall be from September 1, 2015 through August 31, 2016. The University reserves the right to renew the agreement for four (4) additional one (1) year periods, under the designated terms and conditions. Renewal rates shall not exceed the escalation rates quoted herein. Escalation is allowed only upon the anniversary date of the Agreement. VENDOR REQUIREMENTS <ul style="list-style-type: none"> The Arboretum shall be able to place an order with a 24 hour delivery turn around A set delivery day per week M-F, 8am – 3pm Ability to email the order with response by the end of the same day 			

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NOTES TO BIDDERS:

- a. The following products are a sample representation of the most frequently ordered items and the estimated quantities for the year. These items will be used for evaluation purposes only. The University does not guarantee any minimum or maximum amount of purchase of any item. There will be various other items ordered throughout the year as needed.
- b. Substitutions for comparable products may be given unless otherwise indicated; however, it is the Arboretum Master Gardener's decision as to whether or not the substitute product is acceptable.
- c. Because of the size variances in pots and trays, the Arboretum has standardized all pots and trays to fit the current rack equipment and recycles the items when they are no longer usable; therefore, where indicated, there are **no substitutions** on the below listed pots and trays.

Provide a contact name, phone number, and email for the initial order and subsequent orders:

Name: _____

Phone: _____

Email: _____

FREQUENTLY ORDERED PRODUCTS -

	Estimated QTY.	Price	Pack Qty.
1. TO Plastics – 1 gallon pot , pack 106, or equal to	131 cs	_____cs.	_____pk.
2. TO Plastics – 4.5” pot (GPS450BD7X) pack 375, no substitutions	16 cs	_____cs.	_____pk.
3. TO Plastics – Carry Tray (GPT1545SB7X) pack 50, no substitutions	9 cs	_____cs.	_____pk.
4. TO Plastics – Prop Tray (GPF72R7) pack 100, no substitutions	7 cs	_____cs.	_____pk.
5. Fafard 52 – Potting Soil (FA52) 2.8CF, pre-tested to offer the most flexibility and optimum growth for the wide range of Arboretum plant materials, no substitutions	420 ea.	_____ea.	
6. 15-15-15 Calcium Magnesium, 25lbs	4 ea.	_____ea.	
7. 20-10-20 – Peter’s Soluble Fertilizer, 25lbs or equal to	4 ea.	_____ea.	
8. 18-6-12 Osmocote, 50lbs or equal to	19 ea.	_____ea.	
9. 21-0-0 Ammonium Sulfate, 50lbs	20 ea.	_____ea.	

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| 10. Calcium Nitrate, 50lbs | 2 ea. | _____ea. |
| 11. Micromax, 50lbs or equal to | 2 ea. | _____ea. |
| 12. Ranger Pro- Glyphosate Herbicide, pack 2, 2.5 gal. or equal to | 8 ea. | _____ea. |
| 13. Perlite – 4 CF | 25 ea. | _____ea. |
| 14. Escalation _____% | | |
| 15. Fuel surcharges _____\$, Delivery Charges _____\$ | | |

Questions regarding this bid may be directed to Sonja Hendry-Witt at 936-468-4514, hendrysl@sfasu.edu

**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, 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 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 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 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 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 2155.4441, 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 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 936-468-4282. 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 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 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 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 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, 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:** 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.
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").
7. **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 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.