



Sam Houston State University
Purchasing Department
A Member of The Texas State University System

INVITATION FOR BID

FAILURE TO MANUALLY SIGN BELOW WILL DISQUALIFY BID

Bid No.: 753-8-WHT010

_____ Signature		_____ Date
_____ Printed Name		_____ PHONE/FAX
VENDOR NAME AND ADDRESS		
_____ Vendor ID Number	_____ Phone	
_____ Name of Firm	_____ FAX	
_____ Mailing Address		
_____ City	_____ State	_____ Zip

Due Date: 11-30-2007 at: 10:30 a.m. CST

Show bid opening and bid invitation number in lower left hand corner of sealed bid envelope and return sealed bids to:

Sam Houston State University
Purchasing Department
P.O. Box 2028
1903 University Ave, Estill Bldg. Room 330
Huntsville, TX 77340
Phone: (936) 294-1894
Fax: (936) 294-1997

Delivery in	Days	Cash Disc.	%	Days
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Check Below if Preference Claimed under Rule 1 TAC 113.8

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

*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 1 TAC111.2.

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, FREIGHT PREPAID AND ALLOWED, UNLESS OTHERWISE NOTED.

AWARD NOTICE: Sam Houston State University (SHSU) reserves the right to make an award on the bases of low line item bid, low total of line items, or in any other combination that will serve the best interest of SHSU and to reject any and all bid items in the sole discretion of SHSU.

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.			
1	<p>CLASS 914 ITEM 38 BEFORE PROCEEDING, PLEASE READ ALL ATTACHED TERMS AND CONDITIONS CAREFULLY.</p> <p>Installation of Underground Electrical & Data at Raven Nest</p> <p>Contractor to provide all labor and coordination necessary for the installation of underground electrical service and data to the Golf Simulator Building at Raven Nest Golf Club.</p> <p>SHSU Purchasing contact: William H. Tidwell, 936-294-1904. SHSU Technical contact: Robert Smith, 936-294-1874.</p> <p>ATTACHMENTS: --Sam Houston State University Terms & Conditions, three (3) pages. --Specifications, four (4) pages.</p> <p>**Fill out all designated areas on the upper portion of this page And each page of SHSU's Terms & Conditions and return. **Vendor is responsible for insuring the legibility of their response. **Faxed bids are acceptable at 936-294-1997.</p>	JOB		

Bid Number:

Due Date/Time:

Bidder's Firm Name:

BIDDER: Please fill in name on each page.

SHSU TERMS AND CONDITIONS: ITEMS BELOW APPLY TO AND BECOME A PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING AND SUBMITTED WITH BID.

1. BIDDING REQUIREMENTS:

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bids must be time/date stamped by Sam Houston State University (SHSU) Purchasing department on or before the hour and date specified for the bid opening. Bids should list the bid number, opening date and time in the lower left corner of the sealed envelope in which the bid is submitted and show the correct SHSU address as stated on the bid form.
- 1.3 Bids should be submitted on this Invitation For Bid form. Bidders must price per unit shown. Unit prices shall govern in the event of an extension error. If a price quotation is submitted as a part of the bid, the quotation should be referenced on the SHSU bid document and the SHSU Invitation For Bid form must be manually signed by the bidder to establish formal linkage to the bid.
- 1.4 Late or unsigned bids will not be considered under any circumstances. Person signing the bid must have authority to bind the firm in a contract. The vendor (not the carrier/mail service/or University) is solely responsible for ensuring the bid is received prior to the bid opening in the Purchasing Department as specified on the bid form. Late bids properly identified will be returned, unopened, to the bidder.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed, unless otherwise noted in the bid specifications.
- 1.6 Bid prices are requested to be firm for SHSU acceptance for 30 calendar days from bid opening date. Discount from list bids are not acceptable, unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bids should give the Vendor ID number (as issued by the Comptroller of Public Accounts of Texas), full firm name and address of bidder, phone, and fax on the face of this form. If the Vendor ID number is not known, enter the bidder's Federal Employer's Identification Number, or Social Security Number if a sole owner. (Disclosure of SSN, if applicable, is mandatory pursuant to Section 231.006, Texas Family Code, and will be used in determining whether any person having 25% or greater ownership interest in the bidder company is more than 30 days delinquent in paying child support. Bidders that have pre-registered this information with the Texas Building and Procurement Commission/Centralized Master Bidders List have satisfied this requirement. Additionally, the firm name should appear on all continuation pages of this bid form.
- 1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by SHSU, based on an acceptable written reason.
- 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in this bid.
- 1.10 The State reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by SHSU and/or investigation for antitrust violations.
- 1.12 SHSU offers facsimile service as a convenience only. The telephone number for FAX submission of bids is 936-294-1997. This is the only number that will be used for the receipt of bids. SHSU shall not be responsible for failure of electronic equipment or operator-error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. SHSU Purchasing holds the official time clock.

2. SPECIFICATIONS

- 2.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer's reference in this Invitation For Bid is descriptive (not restrictive) and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding other than referenced specifications, the bid **MUST** show manufacturer brand or trade name and description of product offered. Illustrations, product brochures, literature, etc. with complete descriptions of products offered should be made a part of the bid. If bidder does not identify exceptions to the specifications shown in this Invitation to Bid, bidder will be required to furnish brand names, numbers, etc. as shown in this Invitation to Bid.
- 2.2 Unless otherwise specified in this document, all items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from the UL, FMRC or NEMA.
- 2.4 Sample, when requested, must be furnished free of expense to the State. If not destroyed in examination they will be returned to the bidder, on request, at the bidder's expense. Each sample should be marked with bidder's name, and address and requisition number. Do not enclose in or attach bid to sample.

Bid Number:

Due Date/Time:

Bidder's Firm Name:

BIDDER: Please fill in name on each page.

2.5 SHSU will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid.

2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the specifications in this Invitation For Bid.

3. DELIVERY

3.1 Bid should show the number of days required to place material/deliver items to the University's designated location under normal conditions.

Delivery days mean calendar days. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause the bid to be disregarded.

3.2 If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

3.3 Delivery shall be made during normal working hours, 8:00 a.m.-4:00 p.m. CST only, unless prior approval has been obtained from SHSU.

3.4 No substitutions permitted without the prior written approval of SHSU.

4. TIE BIDS

4.1 Tie Bids- Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).

5. INSPECTIONS AND TESTS

5.1 All goods will be subject to inspection and test by SHSU. Authorized SHSU personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at SHSU's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT

6.1 A response to this Invitation For Bid is an offer to contract based upon the best price, terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a SHSU purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Huntsville, Texas.

7. CANCELLATION OF CONTRACT

7.1 If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

8. PAYMENT

8.1 Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods/services on an uncontested invoice. The payment process will begin when SHSU Purchasing/Accounts Payable receives the authorized payment approval form from the department/end user.

9. FUNDING OUT CLAUSE

9.1 Sam Houston State University reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

10. PATENTS & COPYRIGHTS

10.1 The vendor agrees to protect SHSU from claims involving infringement of patents and copyrights.

11. VENDOR ASSIGNMENTS

11.1 Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to Invitation For Bid forms must give the requisition number, codes and opening date.

12. BIDDER AFFIRMATION

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed:

Bid Number:

Due Date/Time:

Bidder's Firm Name:

BIDDER: Please fill in name on each page.

12.1 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.

12.2 The bidder is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

12.3 Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated any antitrust laws of this State or the Federal Antitrust Laws (see Section 9 above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

12.4 The bidder has not received compensation for participation in the preparation of the specifications for this Invitation For Bid.

12.5 If applicable, pursuant to Texas Family Code, Title 5, Section 231.006(d) Family Code, re: 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.

12.6 Pursuant to Section 2155.004 Government Code re: collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

12.7 The contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, all of it's 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 of contractor, in the execution or performance of this contract.

12.8 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, 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: _____

13. TECHNOLOGY ACCESS CLAUSE

13.1 The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to Sam Houston State University that the technology provided to Sam Houston State University for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

*providing equivalent access for effective use by both visual and non-visual means;

*presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and

*being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives

14. NOTICE TO BIDDERS

14.1 Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.

14.2 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")

**SAM HOUSTON STATE UNIVERSITY
HUNTSVILLE, TEXAS**

**INSTALLATION OF UNDERGROUND ELECTRICAL AND
DATA SERVICE AT RAVEN NEST GOLF CLUB**

1.0 General

1. The Contractor shall provide all labor and coordination necessary for the installation of underground electrical service and data to the Golf Simulator Building at Sam Houston State University's Raven Nest Golf Club.
2. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
3. The Contractor shall be responsible for carefully laying out his work at the job site to conform to the actual conditions.
4. The Contractor, by submitting a bid on this work, sets forth that he has the technical training, ability and License (as required) and that he will install his work in a satisfactory and workmanlike manner up to the best standards of the trade, complete and in good working order and shall complete the job in a timely manner.
5. The Contractor shall construct temporary barricades, warning signs, hazard and warning lights, walks, passage-ways, and similar temporary barriers and enclosures that are necessary to protect persons and property from hazards or damage due to this project. The Contractor is responsible post installation clean up.
6. SHSU, without invalidating the agreement, may order extra work or make changes by altering, adding to or deducting from the work or material to be furnished under this contract, the contract sum being adjusted accordingly. SHSU reserves the right to make essential installations which are pertinent to the use of the areas of the project. Within this right the Owner may let other contracts or may do such work with its own labor forces and materials. The contractor shall not commit or permit any act which will interfere with the performance of work by other contractor or supplier, or by owner's employees. The contractor shall cooperate to the end that the Owner may realize complete functioning of the project on the day of substantial completion. Any changes in this agreement must be in writing and signed by the authorized Purchasing Department representative of Sam Houston State University.

7. The contractor shall comply with all requirements of the contract regarding site clean up, substantial completion, final inspection and any other requirements as specified to complete the project. Contractor shall be responsible for removal and disposal of all debris from site upon completion of project.
8. **The Contractor shall repair or make good any damage to SHSU property resulting from any of his operations.**
9. Proof of insurance is required prior to proceeding with this job.

**I. SAM HOUSTON STATE UNIVERSITY
Purchasing Recommendations for Insurance Requirements**

<u>TYPE OF COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
<u>Employer's liability:</u>	
1. Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 Policy Limit
2. <u>Comprehensive General:</u>	\$1,000,000 aggregate
Liability	\$1,000,000 products/completed operations
Combined Bodily	\$1,000,000 personal & advertising liability
Injury & Property Damage	\$1,000,000 each occurrence
	\$50,000 fire damage
	\$5,000 medical expense
3. Comprehensive Automobile Liability	\$1,000,000 combined single limit
4. Owner's Protective Liability Insurance Policy:	
<i>The Contractor shall obtain at its expense an Owner's Protective Liability Insurance Policy naming the State of Texas and its employees as named insured, the A/E, when applicable, and the Texas State University system Board of Regents for and on behalf of the Texas State University System Board of Regents for and on behalf of the Texas State University System and Sam Houston State University, named as additional insured, with the following limits:</i>	
a. Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate
5. Builder's Risk Insurance:	
a.	<i>The Contractor shall obtain at its expense, on an "all risk of physical loss basis", Builder's Risk Insurance in the amount of insurance equal at all times to 100% of the insurable value of materials delivered and labor performed. The policy so issued in the name of the Contractor shall also name its Subcontractors and Sam Houston State University as additional insured, as their respective interests may appear. The policy shall have endorsements as follows:</i>

"This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises"

2.0 Scope of Work

The Contractor shall provide all labor and coordination necessary for the installation of underground electrical service and data to the Golf Simulator Building at Sam Houston State University's Raven Nest Golf Club. All utilities shall be located and marked by Sam Houston State University personnel prior to the work commencing. Contractor will be responsible for any damage to marked utilities, damage to unmarked utilities to be repaired by others. The work shall conform to the following specifications:

1. Sam Houston State University shall provide all materials needed for the installation including: conduit, fittings, service wire, meter can, switch gear, transformers, wire terminations, concrete pull boxes with metal covers marked "Electrical" and "Communications", and pull rope for communication pipe.
2. Contractor shall be responsible for installation of two (2)—two inch conduits, one for electrical service and one for communication/data, trenched from the Raven Nest Clubhouse to the Simulator Building, approximately 1150 feet. Contractor shall insure that conduit is installed to conform to all applicable codes. Contractor shall take care to minimize damage to Raven Nest Golf Club grounds. Contractor shall coordinate trench route with SHSU personnel.
3. Electrical service: tap service conductors for installation of three (3) phase 120/208 meter can install service main from service main to transformer, step voltage up at clubhouse (via transformer) through pull boxes to Simulator Building and step voltage down (via transformer) to service disconnects to existing panel. Contractor to verify voltage, set taps for voltage output at 120/208.
4. Communications: install two inch conduit from Raven Nest Clubhouse to Simulator Building through provided pull boxes, install pull rope for future use.

CONTRACTOR SHALL PROVIDE A MINIMUM ONE (1) YEAR WARRANTY ON ALL LABOR AND INSTALLATION.

3.0 Time of Completion and Liquidated Damages

1. Bidder must agree to commence work within ten (10) calendar days of receipt of purchase order from SHSU and to fully complete the project within thirty (30) calendar days. Bidder must agree also to pay as liquidated damages, the sum of one-hundred and fifty dollars (\$150.00) for each consecutive calendar day thereafter until completion.

4.0 Site pre-bid conference

No pre-bid conference will be held. Contact Robert Smith, Sam Houston State University Electrical Shop Foreman, 936-294-1874 for site visit.

5.0 Project Close-Out

1. The Contractor shall comply with all requirements of the contract regarding site clean up, substantial completion, final inspection and any other requirements as specified to complete the project.
2. Substantial Completion
 - A. When Contractor considers the work is substantially complete, he shall submit to the Owner's Representative: a written notice that the work is substantially complete, and a list of items requiring completion or correction.
 - B. Within a reasonable time after receipt of notice, the Owner's Representative will make an inspection with the Contractor. The Owners Representative will determine status of completion and if substantially complete Contractor will create a "punch list" from the inspection for items requiring further completion or correction.
3. Final Inspection
 - A. Before requesting final inspection, the Contractor shall make a thorough survey of the work to assure "punch list" items have been completed. Submit to the Owner's Representative the "punch list" with corrected items and corresponding remedies.
 - B. Upon receipt of notice of completion of work and submittal of all required items from the Contractor, the Owners Representative and the Contractor shall make an inspection to verify final completion.

6.0 Award

Award will be made based on lowest price for the job that meets specification. Sam Houston State University reserves the right to reject all or part of any bid; and to award as best suits the needs of the University. Award will be made to one vendor.

7.0 Information

1. For information regarding purchasing aspects of this bid please contact William Tidwell at (936) 294 -1904. For technical questions, contact Robert Smith, 936-294-1874.

8.0 Addenda

Should it become necessary to revise any part of this request, notice of the revision will be given in the form of and addendum posted on the Walker County Alliance web page at www.shsu.edu/wca. All addenda shall become a part of this request.

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO CHECK THE WEBSITES FOR ADDENDUM