Invitation for Bid

Failure to manually sign below will disqualify bid.

Signature ___________________________ Date ________________________

Printed Name ___________________________ Vendor ID Number ________

VEND OR NAME AND ADDRESS PHONE/FAX Phone __________________ __________

Name of Firm ___________________________ FAX __________________________

Mailing Address ___________________________

City __________________ State ______ Zip ____________

Check Below if Preference Claimed under Rule 1 TAC 113.8
☐ Supplies, materials or equipment produced in TX/ offered by TX bidders*
☐ Agricultural products grown in TX
☐ Agricultural products offered by TX bidders*
☐ USA produced supplies, materials or equipment

* 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 TAC11.2.

☐ 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

Due Date: Mar. 18, 2015 at 10:00 am (CT)
Show bid opening date, time and bid invitation number in lower left hand corner of sealed bid envelope and return sealer bids to:
Sam Houston State University
Procurement and Business Services
P.O. Box 2028
1901 Avenue I, CHSS Bldg. Suite 452
Huntsville, TX 77340
Phone: (936) 294-1894
Fax: (936) 294-1997

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 basis 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.

<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>CLASS 255 ITEM 70</td>
<td>BEFORE PROCEEDING, PLEASE READ ALL ATTACHED TERMS AND CONDITIONS CAREFULLY. To provide SHSU with Parking Hangtags, Stickers, and Temporary Parking Hangtags.</td>
<td>1 LOT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Cost -- Base Bid items with listed quantities.

Total Cost is to include any & all costs, fees, and charges.

Faxed bids are acceptable at 936-294-1997.
Fill out all designated areas on this page and manually sign. See attachments -- 4 Pages of specifications. 5 Pages of instructions to be printed on back of permits. 4 Pages of Terms and Conditions.

SHSU contact is Dan Fry at 936-294-1941.

The award will be made to the low bidder, that meets or exceeds the specifications.
Any questions regarding this IFB must be submitted in writing and received by Dan Fry, no later than March 5, 2015 at 9:00am C.T., submitted to:
Attn: Dan Fry
Fax: 936-294-1997
Email: pur_djf@shsu.edu

If it becomes necessary to revise any part of this IFB, notice of the revision will be given in the form of an addendum and will be posted on the Walker County Alliance web page www.shsu.edu/wca. All addenda shall become a part of this IFB and shall become part of the contract. All questions will be reviewed, consolidated where possible, and answered in one Addendum or as Responses to Questions for clarification to the bid. Addenda and/or Responses to Questions are usually posted within 2 business days unless the questions involve legal issues or complex subjects. **It is the responsibility of the bidder to monitor the website for addendums or other written responses.**

The following will not be considered in the award. The requested pricing is for informational purposes only. Please provide pricing and minimum quantities required to be ordered, if necessary, for additional product of:

Parking Hangtags
Windshield Stickers
Temporary Parking Hangtags
Sam Houston State University Public Safety Services
Bid Request For Parking Permits

DESCRIPTION
Project scope is to provide Sam Houston State University with parking hangtags, stickers, and temporary parking hangtags. A base bid is shown below. Please include the cost of any shipping to customer services as a separate bid based on the base quantity. All items should be delivered to SHSU no later than May 1, 2015.

HANGTAGS AND STICKERS

Materials:
Hangtags will be manufactured on a material suitable for use of up to one year, please identify what material you are bidding. The hangtag must not delaminate under the demand of normal hangtag applications. The total thickness of the hangtags will be no less than 20 mils and no more than 25 mils, including holographic security film (holographic film on outside permit face only) and security foil. Pricing should reflect security foil in a separate line item. Garage permits should identify Transcore RFID eGo Plus decal and hangtag profile 3 track magnetic stripe pricing options. If either of these options are unavailable to quote, please notify the point of contact within this bid request.

Stickers/Decals must be an acetate or similar material designed to disintegrate upon removal and be available in 2"x2" and 3"x3" sizes.

Temporary hangtags must be a 18 point card stock, White in color.

Weathering Qualities:
The hangtag construction will exhibit no color change and only minimal curl in Texas sunlight for one (1) year. Minimal curl will be 3/8" in the 2 3/4" dimension when exposed to sunlight in use on an automobile rearview mirror. The hangtags must be guaranteed to perform satisfactorily in the heat and not to break in the cold and withstand the general intended use with daily handling and transferring.

Inks:
All printing, numbers and design work on the hangtags and stickers shall be done using sun resistant inks which will stay in good legible condition for a minimum of one year after hangtag and/or sticker has been in use on vehicle. Printed 2-sided.

Size:
Both hangtags and temporary hangtags shall be 2-3/4" x 4-3/4" with four rounded corners and a die cut for easy application, to hang from rearview mirror. Stickers shall be 3" by 3" and 2"x2" with four rounded corners and split, removable backing to expose adhesive side of sticker for installation.
Design:
Both regular hangtags and permits will have four-color artwork on the outside face with included pricing for the use of high resolution images as a background. Temporary hangtags will have orange and black text on white face. All hangtags will also have black text on white face on reverse side. Stickers will also have black text on the cleanly-slit protective liner on the adhesive side of the sticker, sufficiently transparent so that the sticker number is visible. All will have black alphanumerics in white box or white alphanumerics with a black outline. SHSU shall provide all artwork required for hangtags and stickers.

All hangtags and stickers (EXCEPT for temporary hangtags and Faculty/Staff hangtags) will show an expiration date of August 15, 2016.

**BASE BID- HANGTAG**

<table>
<thead>
<tr>
<th>Hangtag Type</th>
<th>Quantity</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty/Staff</td>
<td>2,500</td>
<td></td>
</tr>
<tr>
<td>Faculty/Staff Reserved</td>
<td>120 (3 sets of 40)</td>
<td></td>
</tr>
<tr>
<td>Mobility</td>
<td>250</td>
<td></td>
</tr>
<tr>
<td>Sam Houston Parking Garage</td>
<td>750 (3 sets of 250)</td>
<td>3 track magnetic stripe</td>
</tr>
<tr>
<td>Remote Faculty/Staff</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>Alumni</td>
<td>500</td>
<td></td>
</tr>
</tbody>
</table>

**BASE BID- STICKER DECALS**

<table>
<thead>
<tr>
<th>Sticker Decal Type</th>
<th>Quantity</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Faculty/Staff</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>Commuter Student</td>
<td>10,000</td>
<td></td>
</tr>
<tr>
<td>Resident Student</td>
<td>3,000</td>
<td></td>
</tr>
<tr>
<td>Mobility</td>
<td>200</td>
<td></td>
</tr>
<tr>
<td>Transcore eGo RFID Garage Decals</td>
<td>200</td>
<td>Specify whether or not you can fulfill this request</td>
</tr>
<tr>
<td>Remote</td>
<td>500</td>
<td></td>
</tr>
<tr>
<td>TWC/University Park Student</td>
<td>1200</td>
<td></td>
</tr>
<tr>
<td>Bicycle</td>
<td>500</td>
<td>2&quot;x2&quot;</td>
</tr>
<tr>
<td>Motorcycle Faculty/Staff</td>
<td>50</td>
<td>2&quot;x2&quot;</td>
</tr>
<tr>
<td>Motorcycle Commuter</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td>Motorcycle Resident</td>
<td>50</td>
<td></td>
</tr>
</tbody>
</table>

**BASE BID- TEMPORARY PERMITS- HANGTAGS**

<table>
<thead>
<tr>
<th>Hangtag Type</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Temporary Hangtag</td>
<td>10,000</td>
</tr>
</tbody>
</table>
GENERAL INFORMATION

PACKAGING:
The hangtags and stickers shall be packaged in durable corrugated cartons. Inside carton shall be of sufficient depth to be flush with the level of the permits contained therein. Each inside carton, as well as the shipping cartons must contain a label which shall have the quantity of the permits contained therein and the lowest and highest serial number printed. All inside boxes and shipping containers are to be sealed with safety tape imprinted with the name of the permit manufacturer.

SAMPLES:
Do not send samples with your IFB, the apparent low bidder may be asked to provide samples. When requested, the Vendor must provide five (5) completed numbered samples of similar permits produced for review by SHSU Public Safety Services Department. The samples must show examples of security film application, clear slit liner, as well as sequential number printing. Failure to provide appropriate samples of the parking hangtags, stickers, and temporary parking hangtags when requested will result in disqualification of the vendors bid.

TERM:
The resulting contract will be a one (1) year contract with the option to renewal for up to three (3) additional years, annually. Prices offered should be firm throughout the lifetime of the contract. Should the contract be renewed after the initial 1 year period, price changes can be negotiated, in writing and agreed upon by responsible parties of the University and awarded vendor.

Processing Order:
A representative of the selected vendor may be asked to be available for a post-quote conference, to be held at the SHSU Public Safety Services Office, to assist in the prompt and accurate processing of this order when it is awarded.

Vendor Requirements:
The university intends to select a single contractor who will be responsible for providing all products and services specified in this bid. Partnering will not be accepted. All processing, production and mailing must occur on the Bidder’s premises.

The bidder should submit with their bid a letter stating that all art work, composition, plate making, printing, numbering, die cutting and packaging will be done on the vendor’s premises and no portion of it will be sublet. The user will reserve the right to enter the vendor’s premises at any time during the production of the hangtags to inspect the method of production in full compliance with all provisions of the purchase order.

All vendors should furnish, with their bid, evidence of capacity and experience for completing the job including a detailed list of all cameras, plate making equipment, presses, numbering machines, coating and drying machines, die cutting machines, slitting machines and packaging facilities as applicable.
The vendor should demonstrate an established, successful track record of past performance in providing products and services closely related to the requirements specified in this bid. These should be from institutions of comparable size and with like complexity and production as SHSU. Vendor should provide a list of a minimum of three reference accounts, with complete contact information, which demonstrate vendor’s experience in performing under contracts for the delivery products and services of a similar size and complexity as detailed in this bid. The list must include the name of the institution, as well as the name of the person SHSU can contact to inquire as to their satisfaction with the vendor’s product and service.

SHSU reserves the right to visit the vendor’s site to witness a functional demonstration of the proposed system and peripheral devices.

Hangtags and stickers have a monetary value and the vendor must take every precaution to protect them from all hazards. Proper security measures and adequate supervision must be provided to assure that all permits printed are delivered and that only one copy of each permit must be produced.

The successful bidder must have an assigned account representative available to assist agency in coordinating all phases in the production and delivery of these hangtags and stickers.

Inadequate facilities to comply with all of the above provisions and all specifications may constitute grounds for rejection of the bid.

_Evaluation of Bids and Method of Award:

This bid is soliciting an experienced vendor who can provide products and services at the best possible value for quality proposed. The award will be made to the low bidder that meets or exceeds the specifications.

_Rejection of Bids:

SHSU reserves the right to accept or reject any or all bids, make more than one award, or no award, as the best interests of SHSU may appear. Any contract awarded pursuant to this bid will incorporate the requirements and specifications contained in the bid, as well as the contents of the bidder’s proposal as accepted by SHSU. Some of the reasons for rejection of bids, include, but are not limited to, the following: Late or incomplete bid; Failure to sign the bid; and, Non-compliance with applicable law, unauthorized additions or deletions, conditional bids, incomplete bids, or irregularities of any kind, which may tend to make the bid incomplete. Based on current University planning, the configuration of these permits to include quantity and the descriptive content information in the hangtag type or sticker decal type column of the base bid tables is subject to change. For example, all of the resident permits may change to one single hangtag type or sticker decal type with all quantities merging to one amount.
NOTICE
This decal must be properly affixed (not taped) on the inside, in the lower right corner (passenger side) of the front windshield (opposite of the vehicle inspection sticker). This decal should not be accompanied by any previous SHSU decal.
REMOVE BEFORE VEHICLE
IS IN MOTION

INSTRUCTIONS

1. Hang this permit on rearview mirror, opposite side face out so that entire face of permit is visible from exterior of vehicle. If rear view mirror is not suspended, place opposite side face up on dashboard, passenger side, so that permit text is completely visible.

2. Permit is only valid in Inner Campus, Perimeter or Remote parking zones.

3. Permit is NOT valid in service areas, NO PARKING zones (yellow curbs, yellow lines, or yellow wheel stops), fire lanes, visitor zones, and spaces designated for the mobility impaired.

4. This permit is invalid if altered in any manner. Violators will be cited.

5. You are responsible to comply with all SHSU parking rules and regulations.

6. For questions regarding parking, please contact the Parking and Transportation at 2424 Sam Houston Avenue, (936) 294-1790, -1789, -1795, or -2505.
PRINTING ON REAR OF HANG TAG
(Parking Garage ONLY)

REMOVE BEFORE VEHICLE
IS IN MOTION

INSTRUCTIONS

1. Hang this permit on rearview mirror, opposite side face out. If rear view mirror is not suspended, place opposite side face up on dashboard, passenger side, so that permit text is completely visible.

2. Permit is only valid in the Sam Houston State Parking Garage. After 5:00PM and before 7:30AM, permit is valid within any space in any surface lot with the exception of spaces marked reserved, handicap, or 24/7 faculty/staff.

3. Permit is NOT valid in service areas, NO PARKING zones (yellow curbs, yellow lines, or yellow wheel stops), fire lanes, visitor zones, and spaces designated for the mobility impaired.

4. This permit is invalid if altered in any manner. Violators will be cited.

5. You are responsible to comply with all SHSU parking rules and regulations.

6. For questions regarding garage parking, please contact the Parking and Transportation at 2424 Sam Houston Avenue, (936) 294-1794.
PRINTING ON REAR OF HANG TAG
(Alumni ONLY)

REMOVE BEFORE VEHICLE
IS IN MOTION

INSTRUCTIONS

Place this permit on the rearview mirror, opposite side facing out. On vehicles without a suspended mirror, place face up on the passenger’s side of the dashboard. The front of the permit must be visible in its entirety to be valid.

Permit is only valid in visitor parking zones and is for visitation purposes by the Life Member only.

Permit not valid in service areas, no parking zones (yellow curbs, yellow lines, yellow wheel stops), fire lanes, spaces designated for the physically impaired, spaces marked with a reserved sign or number, and garage parking.

This permit is invalid if altered in any manner. Violators will be cited.

This benefit is intended to facilitate visits to the campus and is not intended to replace student, faculty, or staff parking.

Use of this tag implies acceptance of all guidelines and adherence to all SHSU parking regulations. For questions regarding parking, please contact the University Police Department at 2424 Sam Houston Avenue, 936/294-1794.
PRINTING ON REAR OF HANG TAG
(Temporary Permit ONLY)

SAM HOUSTON STATE UNIVERSITY
REMOVE BEFORE VEHICLE
IS IN MOTION

INSTRUCTIONS

1. Place this permit on the rearview mirror, opposite side facing out. On vehicles without a suspended mirror, place face up on the passenger’s side of the dashboard. The front of the permit must be visible in its entirety to be valid.

2. Permit is NOT valid in service areas, NO PARKING zones (yellow curbs, yellow lines, or yellow wheel stops), fire lanes, and spaces designated for the mobility impaired.

3. This permit is invalid if altered in any manner. Violators will be cited.

4. You are responsible to comply with all SHSU parking rules and regulations.

5. For questions regarding parking, please contact the Parking and Transportation at 2424 Sam Houston Avenue, (936) 294-1790, -1789, -1795, or -2505.
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:

<table>
<thead>
<tr>
<th>Paragraph</th>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>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.</td>
</tr>
<tr>
<td>1.2</td>
<td>Bids must be time/date stamped by Sam Houston State University (SHSU) Procurement and Business Services 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.</td>
</tr>
<tr>
<td>1.3</td>
<td>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.</td>
</tr>
<tr>
<td>1.4</td>
<td>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/mall service or University) is solely responsible for ensuring the bid is received prior to the bid opening in the Procurement and Business Services Department as specified on the bid form. Late bids properly identified will be returned, unopened, to the bidder.</td>
</tr>
<tr>
<td>1.5</td>
<td>Quote F.O.B. destination, freight prepaid and allowed, unless otherwise noted in the bid specifications.</td>
</tr>
<tr>
<td>1.6</td>
<td>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.</td>
</tr>
<tr>
<td>1.7</td>
<td>Bids should give the Vendor ID number (as issued by the Comptroller of Public Accounts of Texas), full firm name and address of bidder, 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 Comptroller of Public Accounts website on the Centralized Master Bidders List have satisfied this requirement. Additionally, the firm name should appear on all continuation pages of this bid form.)</td>
</tr>
<tr>
<td>1.8</td>
<td>Bid cannot be altered or amended after opening time. Alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by SHSU, based on an acceptable written reason.</td>
</tr>
<tr>
<td>1.9</td>
<td>Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in this bid.</td>
</tr>
<tr>
<td>1.10</td>
<td>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.</td>
</tr>
<tr>
<td>1.11</td>
<td>Consistent and continued tie bidding could cause rejection of bids by SHSU and/or investigation for antitrust violations.</td>
</tr>
<tr>
<td>1.12</td>
<td>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. All pages of a faxed bid must be totally received and date stamped by purchasing personnel by the specified bid opening time. Partially received faxed bids will be considered late if still transmitting after the specified time of the bid opening. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. SHSU Procurement and Business Services holds the official time clock.</td>
</tr>
<tr>
<td>1.13</td>
<td>If a bidder takes exception to any specifications within this Invitation for Bid, they must notify the Procurement and Business Services Department in writing prior to the scheduled bid opening date and time.</td>
</tr>
<tr>
<td>1.14</td>
<td>Texas Public Information Act: Information, documentation, and other material collected, assembled or maintained by the University 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”). If a bidder believes any information contained in the bidder’s response package contains any proprietary or confidential information the bidder must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact bidder prior to release of claimed proprietary information. If, at that time, the bidder still believes information provided is proprietary or confidential, the bidder shall timely notify the University. Upon receipt of such notice, the University will submit to the Attorney General’s Office the documents on which privilege is claimed, but will not be required to present any argument in support of the proposer’s claim of privilege. It shall be the responsibility of the proposer to make arguments directly to the Attorney General’s Office.</td>
</tr>
</tbody>
</table>
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.

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 means 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 lowest price that meets or exceeds specifications contained herein or the best value criteria if stated in the 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. Sam Houston State University may pay vendors for any goods or services provided utilizing any one of the following methods of payment:

a) Paper check
b) ACH
c) Wire
d) WEX Inc. Financial Services’ AP Direct
e) Procurement Card
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. (1987). 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:
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 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, 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.
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 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 of contractor, in the execution or performance of this contract.
12.8 Bidder agrees that 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.
12.9 Bidder certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, 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
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 The University considers all information, documentation, and other materials submitted in the response to this IFB to be of a non-confidential and non-proprietary nature unless otherwise indicated by the bidder in accordance with section 1.11 of the Terms and Conditions above. All information not clearly marked as proprietary or confidential may be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001) after all contracts associated with the award are executed. Bidder is hereby notified that the University strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information.
14.3 Equal opportunity – This contractor and subcontractor shall abide by the requirements of 41 CRF §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
14.4 In the event that Sam Houston State University is closed due to inclement weather and/or emergency situations at the time set aside for the published bid opening, the published due date will default to the next open business day at the same time.

01/18/2013