INVITATION FOR BID

FAILURE TO MANUALLY SIGN BELOW WILL DISQUALIFY BID

Signature                          Date

Printed Name                      PHONE/FAX

VENDOR NAME AND ADDRESS

VENDOR ID NUMBER

Name of Firm

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 TAC 111.2.

Bid No.: 753-16-PRQ2118DJF

Due Date: 12-15-15 at: 9:00AM (C.T.)

Show bid opening date, time and bid invitation number in lower left hand corner of sealed bid envelope and return sealed 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

Delivery in Days Cash Disc. % Days

☐ 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

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 931 ITEM 30</td>
<td>BEFORE PROCEEDING, PLEASE READ ALL ATTACHED TERMS AND CONDITIONS CAREFULLY.</td>
<td>1 Year - Total</td>
<td>Annual Cost</td>
<td>$</td>
</tr>
</tbody>
</table>

Kitchen Exhaust Cleaning.
To provide all labor, equipment, and material for annual contract to clean and service commercial kitchen exhaust systems.

This award will be made to the low bid that meets or exceeds specifications and how well the bidder followed instructions.

SHSU Contact: Dan Fry – Purchaser, 936-294-1941

Faxed bids are acceptable at 936-294-1997.
See attachments: 3 Pages of Description of Work & Pricing
1 Page of Insurance Requirements
4 Pages of Terms and Conditions
Any questions regarding this IFB must be submitted in writing and received by Dan Fry, no later than December 1, 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 Texas Electronic State Business Daily http://esbd.cpa.state.tx.us and 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.

Cooperative Agreements: Please provide a bid offering your best pricing. If best pricing utilizes one of the cooperative contracts listed below, please include your cooperative contract number with your bid. Otherwise, provide open market pricing. The University is a member of several purchasing cooperatives:
Buyboard Texas Association of School Boards (TASB)
E&I Educational & Institutional Cooperative
1st Choice First Choice
Choice Partners (formerly Harris County Department of Education)
PSA Purchasing Solutions Alliance
TCPN The Cooperative Purchasing Network
TXMAS Texas Multiple Award System
U.S. Communities U.S. Communities
NIPA National Intergovernmental Purchasing Alliance
TIPS The Interlocal Purchasing System

The term of this contract shall begin on or about December 15, 2015 and end on August 31, 2016. The contract is a one (1) year contract with the option to renew annually, not to exceed five (5) consecutive years. Price variances and amendments on renewed contracts must be in writing and agreed upon by responsible parties of the University and the contractor. The University or contractor may cancel this contract upon thirty days written notice. Locations and services may be dropped or added by SHSU as necessary. Total Cost will not exceed $100,000 over life of contract.

Please include a list of three (3) references for which you have done similar work on the same scale. Include contact information.
Description of work:

To provide all labor, equipment, and material for annual contract to clean and service commercial kitchen exhaust systems. Manually scrape, degrease and/or pressure wash all portions of the kitchen exhaust systems, serving all kitchens at the Sam Houston State University campus in Huntsville, Texas and any other necessary off campus locations. Work to include all hood canopies, filters, fire suppression pipes, links and nozzles, duct plenum, duct collars, all accessible horizontal and vertical ducts, leading to, and including all components of grease exhaust fans.

All work will be completed in accordance with guidelines outlined in the National Fire Protection Association #96 code (2011 edition) and those set forth by the International Kitchen Exhaust Cleaning Association (IKECA). Provide documentation of industry certifications.

Provide proof of Insurance, minimum requirements are attached.

It is the intent of SHSU to utilize this awarded contract for the exhaust cleaning scheduled for mid/late December of 2015.

- Use 1500-to-3000 PSI, heated water pressure washing machines and chemical degreasers and stainless steel cleaners manufactured by 2010 Products. (MSDS sheets for all chemicals and cleaners will be sent along with all chemicals to be used on property). All degreasers used will meet the most stringent standards required in the kitchen exhaust cleaning industry.

- Special care will be taken to ensure that the kitchen and work areas will remain clean. Drape plastic under the base of all hoods and over all appliances, and take necessary steps to assure that all floors, tables and cooking surfaces are clean and ready for use by the next hours of operation.

Since various hood systems are cleaned at different frequencies (some quarterly, some semi-annually, some annually), the total cost for service each quarter will vary. The specific dates for cleaning will be set and coordinated by the SHSU representative, likely during student breaks.

Cost when only quarterly hoods are due. $  
Cost when quarterly and semi-annual hoods are due. $  
Cost when only quarterly hoods are due. $  
Cost when quarterly, semi-annual & annual hoods are due. $  

Total Annual Cost: $
## Price/Frequency by Hood System

<table>
<thead>
<tr>
<th>Hood System</th>
<th>Frequency</th>
<th>Price</th>
<th>Annual total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OLD MAIN MARKET</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>International Grill 1: 6-filter hood Mongolian flat grill.</td>
<td>Quarterly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>International Grill 2: 6-filter hood over fryers, ranges.</td>
<td>Quarterly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Home Style Grill 1: 14-filter v-bank island hood</td>
<td>Quarterly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Home Style Grill 2: 5-filter hood over fryers.</td>
<td>Quarterly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Main Display 1: 14-filter double-sided island hood.</td>
<td>Quarterly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Main Display 2: 21-filter, 4 section wall-mounted hd.</td>
<td>Semi-annually</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Pizza Kitchen 1: 2-filter Woodstone Gas kiln #1</td>
<td>Semi-annually</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Pizza Kitchen 2: 2-filter Woodstone Gas kiln #2</td>
<td>Semi-annually</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Bakery 1: 4-filter hood</td>
<td>Semi-annually</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Bakery 2: Baxter oven hood</td>
<td>Annually</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Dishwasher Exhaust</td>
<td>Annually</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Roof protection change out -4 fans, change padding</td>
<td>Semi-annually</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Old Main Annual Total: $       

**BELVIN**

| Bakery Hood                                           | Annually |       |              |

Belvin Annual Total: $
<table>
<thead>
<tr>
<th>Hood System</th>
<th>Frequency</th>
<th>Price</th>
<th>Annual total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LSC</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Catering Kitchen</td>
<td>Quarterly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Chick-Fil-A</td>
<td>Quarterly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Grill Works</td>
<td>Quarterly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Pizza Hood</td>
<td>Quarterly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>LSC</strong> Annual Total:</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>SOUTH PAW</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Double-sided hood</td>
<td>Annually</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Moe’s Hood 1 four filter</td>
<td>Quarterly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(fryer/flat grill)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moe’s Hood 2 three filter</td>
<td>Quarterly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>(Flat grill)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>South Paw</strong> Annual Total:</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>RAVEN’S NEST</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wall-mounted filter hood</td>
<td>Quarterly</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Raven’s Nest</strong> Annual Total:</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>WOODLANDS CAMPUS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inspect, polish, apply sticker to filter hood with a vertical duct leading to fan.</td>
<td>Annually</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Full system cleaning</td>
<td>As Needed</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Woodlands Campus</strong> Annual Total:</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td><strong>Total Annual Cost:</strong></td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>
Insurance Requirements

The Contractor providing services shall purchase and maintain during the life of any project, in a company or companies licensed to do business in the State of Texas and acceptable to the Owner, such insurance which shall fully protect the Contractor, the Owner, Architect, Engineer, and any Subcontractor performing work covered by this Agreement from any and all claims, including bodily injury, property damage, or personal injury which may arise or result from the Contractor’s operations under this Agreement.

1. As a minimum, such insurance must include, but not necessarily be limited to:
   a. Comprehensive General Liability.
   b. Automobile Liability Insurance, covering all motor vehicles, whether owned, non-owned, or hired.
   c. Worker’s Compensation and Employer’s Liability Insurance.
   d. Builder’s Risk (if applicable).

2. Insurance, required by subparagraphs above, shall be written for not less than any limits of liability required by law or by those shown below, whichever is greater:
   a. Comprehensive General Liability*
      Bodily Injury / Personal & Advertising Injury:
      Each Occurrence .................................................. $1,000,000
      General Aggregate .............................................. $2,000,000
      * Texas State University System Board of Regents/Sam Houston State University shall be named as Additional Insured.
   b. Automobile Liability*
      Any Auto, whether Owned, Non-Owned, or Hired:
      Combined Single Limits ........................................ $1,000,000
      * Contact Risk Management for exceptions (936.294.2342).
   c. Worker’s Compensation and Employers’ Liability
      W.C. Statutory Limits:
      Applicable Federal and State ................................ Statutory
      E.L. Each Accident ................................................. $500,000
      E.L. Disease – Each Employee .................................. $500,000
      E.L. Disease – Policy Limit ...................................... $500,000
      * If waived, contractor, the employees and sub-contractors must sign a hold-harmless and indemnification agreement.
   d. Builder’s Risk (if applicable)
      i. All-Risk full insurable value of work.
      ii. Insurance carrier must be rated as excellent or better A.M. Best Company.
      iii. Contractor shall be responsible for materials not installed as well as tools, equipment, and supplies to be used on the job and insurance for such property to be furnished by the Contractor.

3. Prior to commencement of the work, the Contractor shall furnish to the Owner certified copies of Certificates of Insurance, all policies including all endorsements thereto. Thirty (30) days’ notice of cancellation must be provided. Such certificates, policies and endorsements shall specifically set forth evidence of all coverage required. During the term of this Agreement, the Contractor shall furnish to the Owner copies of any endorsements issued amending any such required insurance.

4. Description of Operations should read:
   Re: (List – job/location/project &/or performance, etc., if applicable)
   *Texas State University System Board of Regents/Sam Houston State University must be listed as a named insured.

5. Certificate Holder and Additional Insured Information:
   Texas State University System Board of Regents/Sam Houston State University
   C/O: Risk Management 813 17th Street
   Box 2327
   Huntsville, TX 77340
   E-mail ADDRESS: ksw023@shsu.edu or ses056@shsu.edu
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) 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.

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 Procurement and Business Services 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 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.)

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. All pages of a faxed bid must be totally received and date stamped by purchasing personnel by the specified bid opening time. Partially received fax 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.

1.13 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.

1.14 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 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.
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 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 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. (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:
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
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 CFR §§ 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, religion, color, national origin, sex, age, sexual orientation, gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, religion, color, national origin, sex, age, sexual orientation, gender identity, 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.

09/09/15