



Sam Houston State University
Procurement and Business Services
A Member of The Texas State University System

INVITATION FOR BID

FAILURE TO MANUALLY SIGN BELOW WILL DISQUALIFY BID

Bid No.: 753-2-002KLK

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

Due Date: 9/28/11 at: 10:00 a.m. CST

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
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City _____ State _____ Zip _____

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

* 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 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.

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.			
	<p>CLASS 37 ITEM 25 BEFORE PROCEEDING, PLEASE READ ALL ATTACHED TERMS AND CONDITIONS CAREFULLY.</p> <p>SAM JAM CARNIVAL EVENT Sam Houston State University – October 12, 2011 (Includes options to renew for two additional years.)</p> <p>SPECIFICATIONS: Carnival to include 7 Adult Rides, 4 Midway Type Games with Prizes, and 1 Confection Stand</p> <p>List below specific rides/games included in package:</p>			

BIDDER: Please fill in name on each page.

EXAMPLES:

Adult Rides: 1 "The Zipper"
1 "Super Sizzler"
1 "Paratrooper"
1 30' Fun Slide with mats
1 Funhouse
1 Ferris Wheel

Games: 1 Water Race
1 Basketball
1 Group Game
1 Skee Ball
Prizes for all Midway Games

Final determination of rides/games to be coordinated with Student Activities Department.

1 Confection Stand to include 3 food items such as cotton candy, caramel apples, and popcorn. Final selection of food items to be coordinated with Student Activities Department.

**Event Date/Time: Wednesday, October 12, 2011
7:00 p.m.**

**Location: Sam Houston State University
Holleman Field Parking Lot
Huntsville, TX 77340**

Event Length: 4 Hours (7:00 p.m. – 11:00 p.m.)

Approximate Attendance: 1000-1200 Students

Set-Up Must Be Complete By 6:00 p.m. 10/12/11

Escalation Rate, if needed, for Option Years:

First Year Renewal _____ %
Second Year Renewal _____ %

NOTES:

1. Please provide list of rides and games that will be included in each option.
2. Vendor is responsible for supplying own generator, fuel, and electrical distribution to rides and midway

BIDDER: Please fill in name on each page.

- games.
- 3. All pricing is to include freight, installation, travel/lodging expenses, assembly, placement of equipment, set-up, take-down, clean-up, and all other fees and charges.
- 4. Prizes for Midway Games to be included in package price.
- 5. Vendor must have a rain plan or be able to reschedule event without SHSU losing payment.
- 6. If vendor has a contract, please provide a copy with bid.
- 7. Awarded vendor must provide proof of General Liability Insurance.
- 8. Faxed bids are acceptable. Bid fax number: 936-294-1997.
- 9. Point of Contact: Kristie Kelarek, Purchaser I, 936-294-1901 or klk008@shsu.edu.
- 10. Term of this contract is for **10/12/11**, with the option to renew annually for two additional consecutive years, not to exceed a total of three consecutive years.
- 11. Evaluation Factors: Award will be made to the bidder who provides the best price that meets or exceeds the specifications and how well the bidder followed the IFB instructions. Also see the Terms and Conditions , paragraph 6, Award of Contract.
- 12. Addenda to IFB: If it becomes necessary to revise any part of this bid, a written notice of revision (Addenda) will be posted at www.shsu.edu/wca, the website of the Walker County Alliance and the State of Texas Electronic State Business Daily (ESBD) at <http://esbd.cpa.state.tx.us/>. **It is the responsibility of the bidder to monitor the websites for Addenda or other responses.** Addenda are usually posted within 48 hours after technical questions are due.
- 13. Bidder Questions: Bidders will have until Noon Central Standard Time, September 22, 2011, to submit written questions for clarification of the specifications. Send all questions to Kristie Kelarek via email at klk008@shsu.edu or fax to 936-294-1997. All questions will be reviewed, consolidated where possible, and answered in a single Addendum to the IFB. The Addendum will be posted on the websites listed in #12.
- 14. Invoice and Payment:
 - A. SHSU is an agency of the State of Texas and is Tax Exempt. A tax exempt form is available upon request.
 - B. Payment will be made by SHSU Accounts Payable after receipt of a correct Invoice and receipt of a Payment Approval Form from the Department.
 - C. Payment will be made in full after completion of event. Vendor should submit invoice to SHSU Accounts Payable Department.

Bid Number: 753-2-002KLLK

Due Date/Time: 9/28/11 @
10:00 a.m. CST

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) 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

BIDDER: Please fill in name on each page.

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.

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 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

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Due Date/Time: 9/28/11 @
10:00 a.m. CST

Bidder's Firm Name:

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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:

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 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, 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 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 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

BIDDER: Please fill in name on each page.

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 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 – Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age or disability in the performance of the resulting contract.

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.