INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No. CLEANCARPETFY16

Due Date: June 11, 2015 at 3:00 P.M.

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

Stephen F. Austin State University
P. O. Box 13030, SFA Station
2124 Wilson Drive
Nacogdoches, Texas 75962-3030
Phone (936) 468-2206
FAX (936) 468-4282 (See 2.3 reverse side)

Printed Name

VENDOR NAME AND ADDRESS

Name of Firm

Mailing Address

City State Zip

PHONE/FAX

Phone

FAX

EMAIL

See Instruction 2.11 on Back for Vendor ID Number

Is Vendor a State of Texas certified HUB? □ Yes

Delivery in _____ Days Cash Disc. ________ % _______ Days

Check all that apply if Preference Claimed under Rule 34 TAC 20.38

__ Products of persons with mental or physical disabilities

__ Products made of recycled, remanufactured, or environmentally sensitive materials

__ Agricultural products grown in TX

__ Energy efficient products

__ Agricultural products offered by TX bidders*

__ Rubberized asphalt paving material

__ USA produced supplies, materials or equipment

__ Recycled motor oil and lubricants

__ Products produced at facilities located on formerly contaminated property

__ Products and services from economically depressed or blighted areas

*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas resident Bidder as defined in Rule 34 TAC 20.38.

IF QUOTING OTHER THAN THE REFERENCED ITEM(S) BELOW, BROCHURE AND/OR SPECIFICATIONS SHOULD BE ENCLOSED. ALL BIDS WILL BE CONSIDERED F.O.B. DESTINATION UNLESS OTHERWISE NOTED.

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

<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></td>
<td>Stephen F. Austin State University is seeking bids for cleaning services for carpet, drapes, upholstery and other related items.</td>
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</tr>
</tbody>
</table>

**CONTRACT TERM**

The Term of the Agreement shall be from September 1, 2015 through August 31, 2016. The University reserves the right to renew the agreement for four (4) additional one (1) year periods, under the designated term and conditions at an escalation rate not to exceed that quoted herein.

**SCOPE OF WORK**

Stephen F. Austin State University is seeking bids for professional carpet cleaning services and/or treatment of various types of carpet, drapery and upholstery to include, but not limited to, cleaning and refreshing the look, prolonging the life, or cleaning up water damage, etc.

**SERVICE REQUIREMENTS**

A. Vendor must be able to provide service within a maximum time limit of 1 hour upon notification by the department. This response time will not be required in all cases, only when circumstances
require, and the department requests such response time.

B. When requested, drapes are to be cleaned on location with industry approved methods. Dry cleaning is preferred, but the vendor may recommend other industry approved cleaning methods.

C. SFA guarantees no minimum or maximum amount of work to be performed. Vendor will bill only for actual services provided.

D. For any type of carpet, drapery or upholstery cleaning/treatment services may include but not be limited to:
   - Stain removal
   - Cleaning
   - Gum removal
   - Dyeing services
   - Teflon application
   - Rotary extraction
   - Hot Water extraction
   - Dehumidifying services
   - Fan rental
   - Deodorizing carpet, etc.

E. Upholstery may include, but not be limited to draperies, fabric covered furniture, etc. Carpet may be glued down, stretched or tiled.

F. Cleaning services may include moving furniture.

G. Normal service hours shall be Monday – Friday, 8:00AM – 5:00PM. Some services may be required after normal business hours and on weekends.

**PRICING**
Because the majority of services will include carpet cleaning by hot water extraction plus Teflon application, the bid evaluation will be based on 112,000 square feet of carpet cleaning pricing per square foot. Historical average over the last few years has been 112,000 square foot of carpet cleaned with hot water rotary extraction with Teflon application.

<table>
<thead>
<tr>
<th>Unit Rate</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpet Cleaning Hot Water Rotary Extraction with Teflon Application</td>
<td>_____ sq. ft.  $_______</td>
</tr>
</tbody>
</table>

2. Escalation Rate, only allowed upon the anniversary date of the Agreement  _____% 

**ADDITIONAL SERVICES**
Please list any additional types of carpet, drapery and upholstery cleaning services offered and associated pricing:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
SUBMITTAL INSTRUCTIONS

Please submit the following information with your bid:

- List of all Certificates/ Licenses/ Permits held for any required regulatory and wastewater authorities i.e. TCEQ
- Years the respondent has been in the carpet cleaning business
- Evidence of insurance required by the University
- 3 References of current or recent (within 1 yr.) similar size clients. Include the name of the company, contact person, address, phone numbers and email address.

Stephen F Austin State University reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the bid.

GENERAL TERMS AND CONDITIONS

1.1 Independent Contractor

Contractor recognizes that it is engaged as an independent contractor and acknowledges that University shall have no responsibility to provide vacation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status that it will neither hold itself out as nor claims to be an officer, partner, employee, or agent of the University by reason hereof, and that it will not by reason hereof make any claims, demands or application to or for any right or privilege applicable to an officer, partner, employee or agent of the University, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

1.2 Termination

In the event that either party shall fail to maintain or keep in force any of the terms or conditions of the contract, the aggrieved party shall notify the other party in writing via Certified Mail of such failure and demand that the same be remedied within five (5) working days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate the contract by giving the other party an additional seven (7) calendar days termination notice.

1.3 INDEMNIFICATION

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNIVERSITY AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIM, DAMAGE, LIABILITY, INJURY, EXPENSE, OR LOSS, INCLUDING DEFENSE COSTS AND ATTORNEY’S FEES, ARISING OUT OF THE CONTRACTOR’S PERFORMANCE UNDER THIS AGREEMENT OR AS A CONSEQUENCE OF THE EXISTENCE OF THIS AGREEMENT. ACCORDINGLY,
THE UNIVERSITY SHALL NOTIFY CONTRACTOR PROMPTLY IN WRITING OF ANY CLAIM OR ACTION BROUGHT AGAINST THE UNIVERSITY IN CONNECTION WITH THIS AGREEMENT. ON SUCH NOTIFICATION, THE CONTRACTOR SHALL PROMPTLY TAKE OVER AND DEFEND ANY SUCH CLAIM OR ACTION. THE UNIVERSITY SHALL HAVE THE RIGHT AND OPTION TO BE REPRESENTED IN ANY SUCH CLAIM OR ACTION AT ITS OWN EXPENSE.

1.4 **Insurance**

The Contractor shall currently have and agree to maintain in force at all times during the term of this agreement, with an insurance carrier acceptable to the University the following insurance coverage.

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by the Owner. Acceptance of the insurance certificates by the Owner shall not relieve or decrease the liability of the Contractor.

Unless otherwise provided for herein, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as follows:

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$500,000 each occur/aggregate</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>a. Bodily Injury</td>
<td>$1,000,000 each occur</td>
</tr>
<tr>
<td>b. Property Damage</td>
<td>$1,000,000/2,000,000 each occur/aggregate</td>
</tr>
<tr>
<td>Comprehensive Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>a. Bodily Injury</td>
<td>$1,000,000 each person, each occur</td>
</tr>
<tr>
<td>b. Property Damage</td>
<td>$1,000,000 each occur</td>
</tr>
</tbody>
</table>

The furnishing of the above workers compensation insurance includes the responsibility of the Contractor to provide coverage of every worker either under the Contractor’s policy or under the policy provided by a subcontractor. The Contractor’s policy shall provide that, in the event that a subcontractor’s policy fails to provide workers compensation coverage of a worker, that such insurance coverage is provided by the Contractor’s policy. These coverages and limits are to be considered minimum requirements under this Agreement and shall in no way limit the liability or obligation or the Contractor under this Agreement. This insurance shall provide for notification to the University thirty (30) days prior to termination or restrictive amendment.
1.5 **Safety**
Safe working conditions must be maintained on and around all work sites at all times. Barricades and other protective devices are to be used as necessary to prevent injury to persons and/or property. All reasonable precautions are to be utilized.

The Contractor shall protect all adjacent work, plantings, etc. and make good any damage at his own expense.

1.6 **Access to Records**
The Contractor will keep detailed financial records of its operations under this Agreement, and the Contractor will maintain those records for at least five years from the close of the Contract year to which the records relate. The Contractor will permit the University or the State Auditor of the State of Texas to inspect those records during Contractor’s normal business hours.

**Contracting Specialist: Sonja Hendry-Witt**
936-468-4514
1. BIDDER AFFIRMATIONS: Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts. By signature hereon affixed, the bidder hereby certifies that:

1.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

1.2 Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec 15.01, et seq. neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

1.3 Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation in the preparation of the specifications for this solicitation.

1.4 If applicable, pursuant to 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 payments 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 provide the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

1.5 Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(b), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified payments and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

1.6 Bidder agrees that pursuant to Section 403.007, Texas Government Code, any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

1.7 Bidder certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with executive head of a State agency. If Section 669.003 applies, the bidder will complete the following information in order for the bid to be evaluated:

Name of State Agency:

Date of separation from State Agency:

Position with bidder:

Date of employment with bidder:

1.8 Bidder agrees to comply with Texas Government Code, Title 5, Subtitle D, Section 231.006 must include, among other things, provisions for delivery of goods or services to and from any agent, employee, subcontractor, or supplier or any other person engaged in such line of business.

2. BIDDING REQUIREMENTS:

2.1 Bids should be submitted on this form. Each bid shall be placed in a separate envelope completely and properly identified. When sending bids via overnight delivery, bidder is advised to confirm whether SFA delivery location is a guaranteed AM delivery. SFA offers facsimile service as a convenience only. The only telephone number for FAX submission of bids is 936-488-4282. The University shall not be responsible for bids or portions of bids received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment or operator error. Confirmation of facsimile bids is not required.

2.2 Submissions of bid may be altered or amended after bid opening. Late bids will not be considered under any circumstances. Late bids properly identified will be returned to the bidder unopened.

2.3 Bids are requested to be firm for acceptance for a minimum of 30 days from opening date. Bid cannot be altered or amended after opening time. No bid can be withdrawn after opening time without the approval of the University based on a written acceptable reason.

2.4 Telephone quotations are not acceptable in response to this Invitation To Bid. Stephen F. Austin State University reserves the right to accept or reject all or any part of any bids, to waive minor technicalities, to reject or accept any bid, or to make any other action necessary, and to award the bid to best serve the interests of the University.

2.5 All items shall be new, in first class condition, with containers suitable for shipment and storage. New shall not be construed as excluding recycled or remanufactured products.

2.6 Any catalog, brand name or manufacturer’s reference used in this bid is descriptive (not restrictive).

2.7 Any items and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

3. TIE BIDS - Awards will be made in accordance with Rule 34 TAC 20.36 (b) (3) and 20.38 (preferences).

4. PATENTS OR COPYRIGHTS – The Contractor agrees to protect Stephen F. Austin State University from claims involving infringement of patents or copyrights.

5. PAYMENT - Vendor shall submit an itemized invoice showing Purchase Order Number. Payment will be made Net 30 from date of receipt of goods/services or invoice, whichever is later. Late fees will be incurred in accordance with Texas Government Code 2251.

6. DELIVERY: Bids should show the number of days required to place material in designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break tie bids. Unrealistic short or long delivery promises may cause the bid to be disregarded.

6.2 Delivery shall be made during normal working hours only, unless prior approval for early or late delivery has been obtained.

6.3 If delay is foreseen, contractor shall give written notice. The University has the right to extend delivery date if reasons appear valid. Contractor must keep the University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.

6.4 No substitutions or cancellations are permitted without prior written approval.

7. ALTERNATE DISPUTE RESOLUTION:

7.1 Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

7.2 Contractor shall defend, indemnify and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier in the execution or performance of this contract.

7.3 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office or its successor, or Stephen F. Austin’s Internal Audit Services, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor, or Stephen F. Austin’s Internal Audit Services in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause is incorporated into any contracts for products or services produced in the State of Texas.

7.4 By signature hereon, the Contractor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas.

Name of former Executive:

Date of employment with bidder:

Date of separation from State Agency:

Position with bidder:

Name of State Agency:

Date of separation from State Agency:

Position with bidder:

Date of employment with bidder:

8. PATENTS OR COPYRIGHTS – The Contractor agrees to protect Stephen F. Austin State University from claims involving infringement of patents or copyrights.