INVITATION TO BID

Failure to sign will disqualify bid.

Bid No.  FIRE-EXT-FY15

Due Date:  August 22, 2014  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)

Name of Firm
Phone
Mailing Address
FAX
City State Zip
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

___ 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
___ Products produced at facilities located on formerly contaminated property
___ 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
___ 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 to provide preventive maintenance, other maintenance as needed, purchases of new extinguishers and inspections for fire extinguishers on the campus and outlying campus areas in accordance with the specifications and terms and conditions herein. Additional extinguishers may be added as the University real estate expands. This is an all or none bid.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
STATEMENT OF WORK
The Successful Bidder shall provide preventive maintenance services to maintain all fire extinguishers at maximum operating performance. All handles, operating devices, indicators, shall be maintained in a proper working order.

The Successful Bidder shall provide 48 hour turn around service by certified, trained technicians with current state licenses, and must be capable of recharging fire extinguishers on-site. Only UL listed parts will be accepted. Pick-up and delivery shall be at no-charge. All work must be guaranteed for 1 year from the time of service.

The Safety department will contact the vendor for needed service. Upon pick-up or on-site service, the vendor must supply an itemized list of extinguishers serviced and upon return; each extinguisher must be individually tagged as to service performed. If extinguisher is not serviceable, vendor must supply reasons for lack of serviceability and dispose of canister upon request from SFA.

The Contractor shall annually examine, adjust, refill, and if conditions warrant, repair or replace in accordance with the Fire Marshall Code for compliance.

HOURS OF SERVICE
The Contractor shall perform all preventive maintenance work during the University's regular working hours of 8:00 am to 5:00 pm, Monday through Friday.

DOCUMENTATION
The Contractor shall provide and maintain routine maintenance records and schedules on each extinguisher. These records shall be available to the University's Representative at all times.

STANDARD OF PERFORMANCE; INSPECTION
The University reserves the right to make inspections and tests as and when deemed advisable, to ascertain that the requirements of this specification are being fulfilled. Should it be found that the requirements and standards herein are not being satisfactorily maintained, the University may immediately demand that the Contractor, at his expense, place the extinguishers in condition to meet these requirements. The University will contract independent inspectors as needed. The Contractor will provide for the inspections as required and quoted herein. At any time during the contract, the University may choose to contract for inspections independently. Any inspections so contracted by the University will not be liable for payment to the Contractor for inspections for which the University contract independently.

PERSONNEL
The Contractor agrees at all times, to maintain an adequate staff of trained, competent and thoroughly skilled fire extinguisher maintenance personnel to assure expedient and efficient maintenance and repair service.

Contractor agrees that, at all times, the employees of Contractor furnishing or performing any services shall do so in a proper, workmanlike and dignified manner.
The University may, at any time, require the removal and replacement of any of the Contractor's employees for good cause.

**CHANGES**
This agreement shall not be modified, altered, or changed except by mutual agreement confirmed in writing by an authorized representative of each party to this agreement. The University may make changes in services being performed by issuing a written change order from its purchasing department to the Contractor. If any such change causes an increase or reduction of service, frequency or coverage, an equitable adjustment shall be made as applicable; however, the Contractor agrees to waive all claims for adjustment in regard to any services performed without prior receipt of an appropriate written change order.

**GENERAL TERMS AND CONDITIONS**
All work is to be performed in a neat and workmanlike manner, site kept clean at all times, protection provided to avoid damage to landscaping and all adjoining property, including improvements, performed as quickly as possible consistent with best industry construction practices, and guaranteed for one (1) full year from date of completion against all defects.

Contractor shall comply with all local, state, and Federal orders, ordinances, laws, rules, and regulations of duly constituted authorities having jurisdiction over this work.

All work is to be completed as mutually agreed by and between the University and the contractor. Failure to complete work (including clean-up) by the mutually agreed date shall be deemed as a breach of contract. Liquidated damages in the amount of $500.00 per calendar day will be assessed, not as a penalty, but as liquidated damages for such breach of contract.

Safe working conditions must be maintained on and around work site at all times. Barricades and other protective devices are to be used as necessary to prevent injury to persons or property. All reasonable precautions are to be taken.

Payment will be made lump-sum upon completion or as otherwise mutually agreed between Contractor and the University.

**INSURANCE**
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 SFASU. Acceptance of the insurance certificates by SFASU shall not relieve or decrease the liability of the Contractor.

If policies are not written for the amounts specified below (except Worker's Compensation and Employer's Liability), Contractor shall carry Excess Liability insurance for any
difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the University.

Contractor’s insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers shall be named as additional insured. This is not applicable to the workers’ compensation policy.

The workers’ compensation and employers’ liability policy will provide a waiver of subrogation in favor of the University.

The workers’ compensation insurance coverage must include the responsibility of the Contractor to provide coverage for 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 worker’s compensation coverage of a worker, that such insurance coverage is provided by the Contractor’s policy.

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

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers’ Compensation Coverage OR</td>
<td></td>
</tr>
<tr>
<td>Employer’s Liability with $1,000,000</td>
<td></td>
</tr>
<tr>
<td>each occur/aggregate</td>
<td></td>
</tr>
<tr>
<td>2. Comprehensive General Liability</td>
<td></td>
</tr>
<tr>
<td>a. $1,000,000 each occur</td>
<td></td>
</tr>
<tr>
<td>b. $2,000,000 general aggregate</td>
<td></td>
</tr>
<tr>
<td>c. $2,000,000 products/</td>
<td></td>
</tr>
<tr>
<td>3. Comprehensive Automobile Liability</td>
<td></td>
</tr>
<tr>
<td>$1,000,000 combined single limit</td>
<td></td>
</tr>
</tbody>
</table>
PRICING

To maintain continuity with existing equipment and easy reparations, all new extinguishers must be Kidde or Badger brand. **NO SUBSTITUTIONS.**

All quantities are estimates based on historical usage. Actual quantities may vary.

<table>
<thead>
<tr>
<th>PRICING FOR SERVICE ON EXISTING EXTINGUISHERS</th>
<th>QTY</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Dry Chemical</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5 LB</td>
<td>1320</td>
<td>$____ea</td>
</tr>
<tr>
<td>5.0 LB</td>
<td>212</td>
<td>$____ea</td>
</tr>
<tr>
<td>10.0 LB</td>
<td>480</td>
<td>$____ea</td>
</tr>
<tr>
<td>15.0 LB</td>
<td>4</td>
<td>$____ea</td>
</tr>
<tr>
<td>20.0 LB</td>
<td>358</td>
<td>$____ea</td>
</tr>
<tr>
<td>2. CO2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0 LB</td>
<td>27</td>
<td>$____ea</td>
</tr>
<tr>
<td>10.0 LB</td>
<td>10</td>
<td>$____ea</td>
</tr>
<tr>
<td>15.0 LB</td>
<td>12</td>
<td>$____ea</td>
</tr>
<tr>
<td>20.0 LB</td>
<td>29</td>
<td>$____ea</td>
</tr>
<tr>
<td>3. H2O</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.5 GAL</td>
<td>25</td>
<td>$____ea</td>
</tr>
<tr>
<td>4. HALON</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.0 LB</td>
<td>1</td>
<td>$____ea</td>
</tr>
<tr>
<td>5. HALETRON</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.0 LB</td>
<td>10</td>
<td>$____ea</td>
</tr>
<tr>
<td>6. BC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.0 LB</td>
<td>2</td>
<td>$____ea</td>
</tr>
<tr>
<td>7. Class K Fire Extinguisher Recharge</td>
<td>4</td>
<td>$____ea</td>
</tr>
<tr>
<td>8. Six year maintenance – quote the cost of a 6-year maintenance contract on recharged fire extinguishers. Awarded vendor shall honor existing 6-year maintenance contracts during the terms of this contract.</td>
<td>1000</td>
<td>$____ea</td>
</tr>
<tr>
<td>9. Annual Inspections</td>
<td>2000</td>
<td>$____ea</td>
</tr>
</tbody>
</table>

**HYDROSTAT TESTING**

<table>
<thead>
<tr>
<th>HYDROSTAT TESTING</th>
<th>QTY</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Dry Chemical (every 12 years)</td>
<td>200</td>
<td>$____ea</td>
</tr>
<tr>
<td>11. CO2 (every 5 years)</td>
<td>29</td>
<td>$____ea</td>
</tr>
<tr>
<td>12. CO2 Aluminum</td>
<td>1</td>
<td>$____ea</td>
</tr>
<tr>
<td>13. Dry Chemical D.O.T.</td>
<td>100</td>
<td>$____ea</td>
</tr>
</tbody>
</table>
14. O-Ring (Installed) 5 $____ea
15. Pull Pin 10 $____ea
16. Pressure Gauge 12 $____ea
17. Valve Stem 4 $____ea

NEW EXTINGUISHER PURCHASE PRICING

1. Dry Chemical
   2.5 LB 100 $____ea
   5.0 LB 20 $____ea
   10.0 LB 40 $____ea
   20.0 LB 30 $____ea

2. CO2
   5.0 LB 1 $____ea
   10.0 LB 1 $____ea
   15.0 LB 1 $____ea
   20.0 LB 1 $____ea

3. H2O
   2.5 GAL 1 $____ea

RENEWAL CLAUSE
The University reserves the right to renew this contract for four (4) additional one (1) year periods at an escalation rate not to exceed that quoted herein.

Escalation Rate: ________________%

CONTRACTING SPECIALIST
Crystal Howard
howardcb1@sfasu.edu
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 23, 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 Texas Family Code, Title 4, Subtitle A, 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 provide prior to award 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 payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

1.6 Bidder agrees that pursuant to Section 403.004 Tex. 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 6, Subtitle B, Section 2155.44, relating to the use of service contracts for products produced in the State of Texas.

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

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.

2.2 SFA offers facsimile service as a convenience only. The only telephone number for FAX submission of bids is 936-488-4282.

2.3 Bidder certifies that the individual or business entity submitting the bid or contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

2.4 Bidder agrees that any catalog, brand name or manufacturer’s reference used in this bid is descriptive (not restrictive).

2.5 Telephone quotations are not acceptable and specifications are required in this Invitation To Bid.

2.6 Bidder agrees that 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.

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

2.8 Items shall be shipped F.O.B. delivery location. By signature hereon, the Respondent hereby certifies that the individual or business entity submitting the bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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

2.10 Stephen F. Austin State University will not be bound by any oral statement or representation contrary to the written specifications of this ITB and any associated addenda.

2.11 Bids should include Payee ID Number, full firm name and address of bidder. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer’s Identification Number

2.12 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.

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:

6.1 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 any successor agency, 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.

7.4 The 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.

7.5 The 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.

7.6 The 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.

7.7 The 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.

8. PUBLIC INFORMATION ACT:

8.1 Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”).

9. NOTE TO BIDDERS:

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

9.2 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.

9.3 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office or any successor agency, 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.

9.4 Contractor will ensure that this clause is included in any subcontract awards.