Stephen F. Austin State University

NACOGDOCHES, TEXAS

INVITATION TO BID

Failure to Sign Will Disqualify Bid

Signature City Zip

Printed Name
VENDOR NAME AND ADDRESS

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

☐ 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.

Item No. Description Qty. & Unit Unit Price Extension

Stephen F Austin State University is seeking bids for the purchase of tires and tire services. Evaluation and award will be based on the unit pricing and annual escalation rate, if any.

Vendor should be able to provide ALL services listed below in items 1-17. This is an "ALL OR NONE BID". The University guarantees no minimum or maximum amount of purchase for the period stated below. All miscellaneous services needed that are not quoted below will be negotiated at the time of service with Stephen F Austin State University.

A primary contractor award will be made to the respondent with the lowest evaluated pricing as explained herein. A secondary contractor award will be made to the next lowest respondent. The secondary contractor will be utilized for backup purposes during peak service times and/or when the primary contractor cannot respond. The secondary contractor will be responsible only to the University.
### Contract Term:
From date of award to 8/31/2018. The university reserves the right to renew this contract for four (4) additional one (1) year periods with an escalation rate not to exceed that quoted herein.

### Annual Escalation Rate (if any):
*Escalation will be allowed only upon the annual renewal date of the contract, which shall be September 1st of each year.*

### Termination:
The University reserves the right to cancel this contract upon thirty (30) days notice should the quality of services rendered ever fall below levels deemed acceptable by the University. The University shall be the sole judge of the acceptability of services provided hereunder.

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**PLEASE PROVIDE THE BELOW PRICING AND INFORMATION BY RETURN E-MAIL TO bids@sfasu.edu:** Please note that quantities shown are ESTIMATES only.

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Flat Tire Repair-Boot/Patch</td>
<td>(5) EA</td>
<td></td>
</tr>
<tr>
<td>2. Flat Tire-Plug</td>
<td>(5) EA</td>
<td></td>
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<tr>
<td>3. Tire Mounting/Dismounting (Passenger Cars/Light Duty Trucks) (To include the valve stems)</td>
<td>(20) EA</td>
<td></td>
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<tr>
<td>4. Tire Alignment-Two Wheel</td>
<td>(1) SET</td>
<td></td>
</tr>
<tr>
<td>5. Tire Alignment -Four Wheel</td>
<td>(8) SET</td>
<td></td>
</tr>
<tr>
<td>6. Flat Tire Repair- Heavy Duty Truck/Equipment To include mount/dismount</td>
<td>(40) EA</td>
<td></td>
</tr>
<tr>
<td>7. Tire Disposal Fee, Environmental Fees, and other Fees associated with tire disposal or recycling (per tire)</td>
<td>(200) EA</td>
<td></td>
</tr>
<tr>
<td>8. Replace low pressure sensors/HEAVY duty trucks and equipment</td>
<td>(1) EA</td>
<td></td>
</tr>
<tr>
<td>9. Replace low pressure sensors/LIGHT duty trucks, vans, and passenger cars</td>
<td>(1) EA</td>
<td></td>
</tr>
<tr>
<td>10. Tire Rotation <em>(No charge if purchased from vendor)</em></td>
<td>(1) SET</td>
<td></td>
</tr>
<tr>
<td>11. Tire Balance (Passenger Cars/Light Duty Trucks)</td>
<td></td>
<td></td>
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<tr>
<td>12. Small Equipment Mounting/Dismounting</td>
<td>(5) EA</td>
<td></td>
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<tr>
<td>13. Tire Recaps</td>
<td>(1) EA</td>
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<tr>
<td>14. Roadside Service within a 75 mile radius of SFA Including:</td>
<td></td>
<td></td>
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<tr>
<td>a. Passenger Cars/Light Duty Trucks</td>
<td>FLAT RATE</td>
<td></td>
</tr>
<tr>
<td>b. Medium and Heavy Duty Trucks</td>
<td>FLAT RATE</td>
<td></td>
</tr>
<tr>
<td>c. Heavy Equipment</td>
<td>FLAT RATE</td>
<td></td>
</tr>
</tbody>
</table>
15. Roadside Service (over 75 mile radius) rate per mile

16. Provide 24/7 emergency service

17. New Tire Purchases — A list of tires that should be on hand (or available with 24 hour notice) is attached in Exhibit A with the more commonly purchased tires being bolded for reference. SFASU requests that a set of two (2) tires be in stock at all times for the more commonly purchased tires. Please note that tire pricing should be in line with STATE CONTRACT pricing or better. There should be a designated point of contact and process within the company to allow the Grounds and Transportation Department to be able to authorize ALL tire purchases PRIOR to purchase.

U.S. DEPARTMENT OF HOMELAND SECURITY’S E-VERIFY SYSTEM

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of SFASU, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor’s subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of SFASU and at no fault to SFASU, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that SFASU must undertake to replace the terminated Contract.

ISRAEL NON-BOYCOTT VERIFICATION

Pursuant to Section 2270.002, Texas Government Code, Contracting Party hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), Texas Government Code.

CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Pursuant to Section 2252.152, Texas Government Code, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, Texas Government Code.
Stephen F. Austin State University
Invitation To Bid #TIRE SVCS-17
Continuation Page

REQUIRED SUBMITTALS
1) Signed Invitation to Bid
2) Acknowledgement of Addenda, if any

Questions regarding the bid specifications please contact:
Kim Jones
Contracting Specialist
joneskk2@sfasu.edu
936-468-6551
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 intended to give 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 solicitation.

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 any agent of 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 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 given, offered to give, nor intended to give 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 solicitation.

1.4 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding change of control, 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.

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 403.0551, Texas Government Code, any payments due under this contract will be applied toward 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 former Executive:

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 2155.4441, 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.

BIDDING REQUIREMENTS:

1.2.1 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.

1.2.2 SFA offers facsimile or email service as a convenience only. The only telephone number for FAX submission of bids is 936-468-3002. The only email for email submission of bids is bids@sfasu.edu. 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, technology error, or operator error. Confirmation of facsimile or email bids is not required.

Bids must be time stamped in the SFA Procurement & Property Services Office on or before the hour and date specified for the bid opening. Late bids will not be considered under any circumstances. Late bids properly identified will be returned to the bidder unopened.

1.2.3 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. Late bid can be withdrawn after opening time without the approval of the University based on a written acceptable reason.

1.2.4 Telephone quotations are not acceptable in response to this Invitation To Bid.

1.2.5 In the event of a dispute resulting from the solicitation, the University reserves the authority of the Auditor to conduct an audit or investigation in connection with, or arising out of, any acts or omissions of contractor or any agent, employee, subcontractor, or supplier in the execution or performance of this contract.

1.2.6 Bids should give 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:

Sole Owner should also enter SSN# below

PAYMENT - Vendor shall submit an itemized invoice showing Purchase Order Number. Payment shall 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.

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 obliges bidder to complete delivery in 14 calendar days. A five day difference in delivery promises may be made to 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 supplies 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.

ALTERNATE DISPUTE RESOLUTION:

7. Pursuant to Chapter 2250 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter.

PUBLIC INFORMATION ACT:

8. 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").

NOTE TO BIDDERS:

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 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, losses, and damages, 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. Contractor will ensure that this clause covering the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
EXHIBIT A

NEW TIRE PURCHASES LIST
List of tires used by SFASU to maintain their fleet of approximately 210 vehicles. Most commonly purchased tires are in **BOLD**. A set of bolded tires should be **in stock at all times**. All other tires should be readily available, or, within a 24 hour period. Preferred brands are Michelin, Goodyear, or, Bridgestone.

- 7.00-15
- **7.50-16**
- 7.50-20
- 8.25-15
- 9.00-20
- 10.00-20
- **11L-15SL**
- **11R22.5 new (Must be Waste Lug Retread)**
- **11R22.5 recap (Must be Waste Lug Retread)**
- 12.5/80-18
- 12-6.5 NHS
- 13.6-16
- 15.5-25
- 18.4-34
- **18x8.5-8**
- 19.5L-24
- 20.5-25
- 22x8.50-14 NHS
- 23x8.5-12
- **23x11.00-10 NHS (lawnmower tires)**
- **24x12.00-12 NHS (Need to be specifically Carlisle Turfmaster or equivalent to the turfmaster design)**
- 25x9.00-12 NHS
- **215/70R15**
- **225/70R19.5 new**
- **225/70R19.5 recap**
- 235/60R16
- 245/60R18
- **315/80R22.5 new (must be Firestone FS400 Highway Tire or equivalent Highway Tire)**
- 315/80R22.5 recap
- **LT215/85R16**
- **LT225/75R16**
- LT235/80R16
- **LT245/70R16**
- **LT245/75R16**
- **LT265/70R17**
- **LT225/70R19.5**
- **LT235/75R16**
- LT265/75R16
- P165/80R13
- P205/75R15
- P225/60R16
- P225/70R16
- P235/75R15
- P245/58R18
- P225/70R15
- P255/70R17
- P235/75R17
- P225/70R17
- P215/60R17
- ST205/75R15
- ST235/80R16