INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No.  UPHOLSTERY-FY18

Due Date:  08/31/17, 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)

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

delivery in ______ Days  Cash Disc. _______ % _______Days

*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.

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>
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</thead>
<tbody>
<tr>
<td></td>
<td>Provide all labor, tools, materials and incidentals required to perform each service in accordance with the Specifications listed and Terms and Conditions herein and attached. Vendor must be able to provide each of the requested services. Non-responses will result in bid disqualification. Furniture size may vary based on departmental requirements. Stephen F. Austin State University does not guarantee minimum or maximum work as quantities will vary from year to year. The term of the agreement shall be from 09/01/2017 – 08/31/2018. The University reserves the right to renew the Agreement for four (4) additional one-year periods, subject to mutual agreement of both parties. Contracted rates will be negotiated annually to be effective September 1 of each year.</td>
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SPECIFICATIONS:

1. Reupholster straight-back vinyl chair:
   -30” H x 18” W x 24” D  1 EACH

2. Replace plywood bottom of straight-back vinyl chair:
   -18” W x 24” D  1 EACH

3. Weld support tabs on straight-back chair/FRAME  1 EACH

4. Repair sofa back:
   -30” H x 85” W x 15” D  1 EACH

5. Repair sofa arm:
   -27” H x 10’ W x 15” D  1 EACH

6. Reupholster sofa arm:
   -27” H x 10’ W x 15” D  1 EACH

7. Reupholster bolster/headboard of twin size bed  1 EACH

8. Repair fitness equipment:
   8a. -Stretching mat: 8’ x 4’  1 EACH
   8b. -Flat bench: 4’ x 1’  1 EACH
   8c. -Leg press: 9” x 9” headpiece and 15” x 15” backpiece  1 EACH
   8d. -Seat: 17” x 13.5”  1 EACH

9. OTHER – Labor Rate
   Services outside the specifications listed above may be requested. Bidder shall provide an hourly labor rate for such services. Quotes shall be requested in advance of service being performed where materials can be quoted based on department request.

NOTE TO BIDDERS: RATE MUST INCLUDE PICKUP AND DELIVERY FROM THE SFASU CAMPUS

The maximum escalation rate for renewals shall not exceed that quoted herein to begin September 01.

Does work include a warranty? (circle)  YES or NO
If so, specify warranty details, to include manufacturer warranty specifications and/or vendor guarantee.
SFASU requires upholstery fabrics to meet the following minimum standards based on BIFMA standards for commercial use (excludes Fitness equipment):
- 100,000 minimum double rubs for fabrics based on the Wyzenbeek Test method
- Flammability rating CA TB 117-2013 Pass
- NanoTex Coating
- Crypton Coating.

Bidder certifies fabric standards will be met. Bidder may be requested to furnish fabric samples along with manufacturer specification standards. If requested, failure to provide will disqualify the bid.

**CONTACT INFORMATION:**
For questions about the bid or bid process, contact Amberr Melo, 936.468.4472 or meloal@sfasu.edu

**GENERAL TERMS AND CONDITIONS:**
All work is to be performed in a neat and professional manner, site kept clean at all times, protection provided to avoid damage to 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 by as mutually agreed by and between the University and the contractor. Failure to complete work (including clean-up) by this 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.

(CONTINUED)
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:

(CONTINUED)
TYPE OF COVERAGE                  LIMITS OF LIABILITY

1. Workers’ Compensation Coverage OR Employer’s Liability with $1,000,000 each occur/aggregate

2. Comprehensive General Liability
   a. $1,000,000 each occur
   b. $2,000,000 general aggregate
   c. $2,000,000 products/

3. Comprehensive Automobile Liability
   $1,000,000 combined single limit

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.

SMOKING, VAPING AND USE OF TOBACCO PRODUCTS:
Stephen F. Austin State University is a tobacco and vape free campus.

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.
ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF QUOTATIONS.
ANY EXCEPTIONS THERETO MUST BE IN WRITING AND SUBMITTED WITH INVITATION TO BID.

1. BIDDER AFFIRMATIONS: Signing this bid with a false statement is a material breach of contract and will void the submitted bid or any resulting contracts. By signature hereto affixed, the bidder hereby certifies that:
   1.1 The bidder has not given, offered to give, nor intended 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.

2. BIDDING REQUIREMENTS: 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.

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 locations 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 written approval for early or late delivery has been obtained.

7. ALTERNATE DISPUTE RESOLUTION:
   Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

8. PUBLIC INFORMATION ACT:
   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:
   Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

10. 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.

11. 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, to conduct an audit or investigation in connection with those funds. Contractor will ensure that this clause concerning the authority to audit funds received indirectly goes to contractors through Contractor and the requirement to cooperate is included in any subcontract awards.