

STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No. ITB #TIRES & TIRE SVCS-2021

Due Date: 08/27/2021 at 3:00 P.M.

Signature _____ City _____ Zip _____

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

Printed Name _____

VENDOR NAME AND ADDRESS

PHONE/FAX

**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.

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>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.</p> <p>Vendor should be able to provide ALL services listed below. 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.</p> <p>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.</p>			

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Contract Term: First term will be 09/01/2021 – 08/31/2022. The university reserves the right to renew this contract for two (2) 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.

**PLEASE COMPLETE THE PRICING INFORMATION BELOW:
 (Please note that quantities shown are ESTIMATES only.)**

Flat Tire Repair-Boot/Patch	(5) Each	_____	_____
Flat Tire-Plug	(5) Each	_____	_____
Tire Mounting/Dismounting (Passenger Cars/Light Duty Trucks) (To include the valve stems only up to vehicle model year 2008)	(20) Each	_____	_____
Tire Alignment (MUST PROVIDE NEXT DAY SERVICE)	(9) Set	_____	_____
Flat Tire Repair- Heavy Duty Truck/Equipment	(40) Each	_____	_____
Tire Disposal Fee, Environmental Fees, and other Fees associated with tire disposal or recycling (per tire)	(200) Each	_____	_____
Replace low pressure sensors/HEAVY duty trucks and equipment (PLEASE CLARIFY IS THIS PRICE IS W/LABOR OR LABOR EXTRA.)	(1) Each	_____	_____
Replace low pressure sensors/LIGHT duty trucks, vans, and passenger cars (PLEASE CLARIFY IS THIS PRICE IS W/LABOR OR LABOR EXTRA.)	(1) Each	_____	_____
Tire Balance (Passenger Cars/Light Duty Trucks)	(1) Set	_____	_____
Small Equipment Mounting/Dismounting	(5) Each	_____	_____
Roadside Service within a 75-mile radius of SFA Including:			
a. Passenger Cars/Light Duty Trucks	FLAT RATE	_____	_____
b. Medium and Heavy-Duty Trucks	FLAT RATE	_____	_____
c. Heavy Equipment	FLAT RATE	_____	_____
Roadside Service (over 75-mile radius) rate per mile	RATE	_____	_____
Provide 24/7 emergency service	Yes or NO	_____	_____

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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.

CONTACT INFORMATION

For questions related to the actual bid documents please reach out to Kim Jones, Contracting Specialist, 936.468.6551, or joneskk2@sfasu.edu

For questions related to the tires and/or services, etc. please reach out to Stina Herrera, Coordinator of Transportation and Special Services, 936.468.5537, or sherrera@sfasu.edu

BID OPENING.

Bids will be opened at **3:00 pm** on **08/27/2021** in the Purchasing Office located in the Purchasing and Inventory building at 2124 Wilson Dr. Nacogdoches, Texas 75962 (Corner of E. College and Wilson).

REQUIRED SUBMITTALS

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

All emailed bid submissions should be emailed to bids@sfasu.edu

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

By entering into the Agreement, Contracting Party certifies and ensures that it utilizes and will continue to utilize, for the term of the Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within Texas, during the term of the Agreement; and (ii) all persons (including subcontractors) assigned by Contracting Party to perform work pursuant to the Agreement, within the United States of America. Contracting Party shall provide, upon request of University, 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 Contracting Party, and Contracting Party's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be terminated, at the discretion of the University and at no fault to the University, with no prior notification. Contracting Party shall also be responsible for the costs of any re-solicitation that the University must undertake to replace the terminated Agreement.

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HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

In accordance with Gov't Code 2161.252, Stephen F. Austin State University has determined that subcontracting opportunities are not probable under this contract. Stephen F. Austin State University is an equal opportunity employer and all Historically Underutilized Businesses (HUBs) are encouraged to participate. In addition, SFA actively promotes a Historically Underutilized Business program in compliance with the State of Texas. Respondents are encouraged to actively seek to subcontract or partner with HUBs in an effort to create an environment that supports, where possible, the HUB program and actively acknowledges and values diversity. More information about HUBs or the University's HUB program can be found at <http://www.sfasu.edu/purchasing/703.asp>

ISRAEL NON-BOYCOTT VERIFICATION

If the Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of University, and if Contracting Party is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code Chapter 2271, Contracting Party affirmatively states 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.

PURCHASE ORDER TERMS AND CONDITIONS

[https://www.sfasu.edu/purchasing/documents/PO_TandC_09-01-20\(1\).pdf](https://www.sfasu.edu/purchasing/documents/PO_TandC_09-01-20(1).pdf)

**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 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 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, 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 of the Texas Family Code (relating to 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.
 - 1.5 Pursuant to Texas Government Code, 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 contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
 - 1.6 Bidder agrees that pursuant to Section 2107.008 and 2252.903, Texas Government Code, any payments due under this contract will be applied directly toward 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 regardless of when it arises, until such debt or delinquent taxes are paid in full.
 - 1.7 Bidder certifies that they are in compliance with Texas Government Code, 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: _____	Enter Federal Employer's Identification Number _____
	Sole Owner should also enter SSN# below _____
 - 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.
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 or email service as a convenience only. The only telephone number for FAX submission of bids is 936-468-4282. 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.
 - 2.3 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.
 - 2.4 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.
 - 2.5 Telephone quotations are not acceptable when in response to this Invitation To Bid.
 - 2.6 Stephen F. Austin State University reserves the right to accept or reject all or any part of any bids, to waive minor technicalities, to re-advertise if deemed necessary, and to award the bid to best serve the interests of the University.
 - 2.7 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from US, FMRC or NEMA.
 - 2.8 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.
 - 2.9 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 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 _____
3. **TIE BIDS** - Awards will be made in accordance with Rule TAC, Title 34, as amended. (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. Invoices and any required supporting documents must be presented to: SFASU Accounts Payable, P.O. Box 6085, Nacogdoches, TX 75962 or electronically submitted to accountspayable@sfasu.edu.
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 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.
7. **ALTERNATE DISPUTE RESOLUTION:** Pursuant to Chapter 2260 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.
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"). Bidder acknowledges that University may be required to post a copy of the contract on its website in compliance with Section 2261.253(a)(1), Texas Government Code.
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 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.
 - 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. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.

EXHIBIT A

**LIST OF MOST
COMMONLY USED
TIRES**

Sample 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. Please note that pricing should meet or exceed State of Texas Contract Pricing (TXMAS) and/or Cooperative Contract Pricing such as BuyBoard, Omnia or others.

- 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
- LT245/75R17
- **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**