INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No. ITB #RESTROOM RENOVATE-19

Due Date: April 18, 2019 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)

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Phone</th>
<th>Mailing Address</th>
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<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
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<table>
<thead>
<tr>
<th>Printed Name</th>
<th>PHONE/FAX</th>
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<tbody>
<tr>
<td>VENDOR NAME AND ADDRESS</td>
<td>Phone</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>FAX</th>
<th>EMAIL</th>
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</table>

See Instruction 2.11 on Back for Vendor ID Number

Is Vendor a State of Texas certified HUB? ☐ Yes

<table>
<thead>
<tr>
<th>Delivery in _____ Days</th>
<th>Cash Disc. ________ % ________ Days</th>
</tr>
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</tbody>
</table>

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>
</tr>
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<tbody>
<tr>
<td></td>
<td>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.</td>
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</tbody>
</table>

**BASE BID:**

Provide all the materials, equipment, tools, labor, demolition, supervision, insurance and related services to complete the following **first (1st)** floor men and women’s restroom renovation project in the Math Building located on the campus of SFASU. (Note: There will be some in-house work performed by SFASU staff members.)

<table>
<thead>
<tr>
<th>Qty. &amp; Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 LOT</td>
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</table>

**ALTERNATE 1:**

Provide all the materials, equipment, tools, labor, demolition, supervision, insurance and related services to complete the following **second (2nd)** floor men and women’s restroom renovation project in the Math Building located on the campus of SFASU. (Note: There will be some in-house work performed by SFASU staff members.)

<table>
<thead>
<tr>
<th>Qty. &amp; Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 LOT</td>
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<td></td>
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</tbody>
</table>

**ALTERNATE 2:**

Provide all the materials, equipment, tools, labor, demolition, supervision, insurance and related services to complete the following **third (3rd)** floor men and women’s restroom renovation project in the Math Building located on the campus of SFASU. (Note: There will be some in-house work performed by SFASU staff members.)

<table>
<thead>
<tr>
<th>Qty. &amp; Unit</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 LOT</td>
<td></td>
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</table>
MANDATORY PRE-BID CONFERENCE
A mandatory pre-bid conference and site visit is scheduled for
Thursday, April 4, 2019 at 10:30AM at the Physical Plant
Training Room, 2104 Wilson Drive North, Nacogdoches, Texas on
the campus of Stephen F. Austin State University. A site visit is
scheduled to follow the pre-bid meeting.

   Failure to attend the pre-bid conference and site visit will
   forfeit consideration of respondent’s bid.

SCOPE OF WORK
See Exhibit A for scope of work, drawings and pictures of first (1st)
floor men and women’s restrooms. Alternate bids 1 and 2 on
second (2nd) and third (3rd) floors would be identical to the first (1st)
floor work instructions, drawings and pictures. As noted above:
Some in-house work will be performed by SFASU staff
members.

CAMPUS MAP
Campus map is attached in Exhibit B

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>
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</thead>
<tbody>
<tr>
<td>1. Workers' Compensation Coverage OR</td>
<td></td>
</tr>
<tr>
<td>Employer's Liability with $1,000,000 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>
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<tr>
<td>3. Comprehensive Automobile Liability</td>
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<tr>
<td>$1,000,000 combined single limit</td>
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</table>

MATERIALS/MATERIALS STORAGE
Contractor shall be responsible for all equipment at all times including supplies provided to the Contractor by the University. The University is not responsible for theft or vandalism to any such materials, tools, or equipment.

PROJECT COMPLETION
All work is to begin around May 20, 2019, and be completed by July 31, 2019. Failure to complete work (including clean up) by July 31, 2019 shall be deemed as a breach of contract.

DEMOLITION AND DISPOSAL OF MATERIALS
Stephen F. Austin State University will retain ownership of all removed recyclable materials. Contractor will be required to dispose of general trash, rubbish, and soils. Placement of any containers will be coordinated by the SFA representative. No burning allowed on State property.

UNIVERSITY CLOSINGS
Stephen F. Austin State University will be closed for Memorial Day on May 27, 2019 and Independence Day on July 4, 2019.
BID BOND
The cost of all bonds must be included in the response.

A bid bond or bid security in the form of a Certified or Cashier's check on a State or National Bank in the State of Texas, or a Bid Bond from a Surety Company authorized to transact business in the State of Texas, and made payable to Stephen F. Austin State University in the amount of 5% of the largest proposed amount must accompany each response as a guarantee that, if awarded the Purchase Order, the Contractor will execute the required Performance and Payment Bonds, if required, in such form and with such Sureties as SFA may prescribe or approve.

Responses submitted without a bid bond or bid security will not be considered.

PERFORMANCE AND PAYMENT BONDS
The cost of all bonds must be included in the response.

Performance bonds are required on contracts exceeding $100,000. Payments bonds are required on contracts exceeding $25,000. Refer to Article V. in the Uniform General Conditions.

Should the Contractor fail to execute and return the required Performance and Payment Bonds within fifteen (15) days after the date of notice of award, the Bid Guarantee shall become the property of SFA, not as a penalty but as liquidated damages.

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 as mutually agreed by and between the University and contractor. Failure to complete work (including clean up) by the mutually agreed date shall be deemed as a 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.
CANCELLATION
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.

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

PARKING ON CAMPUS
All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking and Traffic Office supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31.

Contractor shall be responsible for obtaining parking permits from the Parking and Traffic Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Traffic Office telephone number is 936-468-7275.

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.

CONTACT INFORMATION
Questions relating to the solicitation document, or the response may be directed to Contracting Specialist, Kim Jones, 936-468-6551, joneskk2@sfasu.edu

Questions pertaining to the specifications may be directed to Jeff Ghiringhelli, Associate Director of the Physical Plant Department, 936-468-7261, jeffg@sfasu.edu

REQUIRED SUBMITTALS
1) Signed Invitation to Bid
2) Acknowledgement of Addenda, if any
3) Bid Bond
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 bid or the award of the contract.

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 or the firm, corporation, partnership, or any agent or employee 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 Texas Family Code, Title 23, Subtitle D, Section 22006(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 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 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 403.0551, 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. If 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:

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 or email service as a convenience only. The only telephone number for FAX submission of bids is 936-468-4292. 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, incoherent or otherwise non-responsive due to failure of electronic equipment, technology error, or operator error. Confirmation of facsimile or email bids is not required.

2.2 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.

2.3 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 when in response to this Invitation To Bid.

2.5 Bids 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.

2.6 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.

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

2.8 (a) The preparation of the specifications for this solicitation.

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 reserves the right to accept or reject all or any part of any bids, to waive minor technicalities, to reject any bid that is not in compliance with the solicitation.

2.11 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.

2.12 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 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.

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 1 calendar day. 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. Contract must keep the University advised at all times c status of identified promised delivery. (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge fee 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:

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.

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”).

NOTE TO BIDDERS:

7.1 Any terms and conditions attached to solicitation will not be considered unless specifically referred to on this solicitation and made part of the contract.

7.2 The Contractor shall defend, indemnify and hold harmless the State of Texas, all of its officers and employees from and against any and all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of any contract, 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 fund under this contract acts as acceptance of the authority of the State Auditor’s Office or its successor to the right to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards

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

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

SCOPE OF WORK, PICTURES AND DRAWINGS
Math Building – 1st Floor Men’s Room

Contractor Scope of Work:

1. Remove existing toilet/urinal partitions; save existing toilet paper dispensers for re-installation.
2. Mirrors, soap dispensers, lavatories, and urinals to remain in place.
3. Thoroughly clean all floor/wall tile and grouting.
4. Re-point tile grouting where necessary – assume 5%.
5. Patch any existing holes in wall/floor tile (remove all wall/floor anchors as necessary).
6. Seal all tile/grout with Ghostshield 880 (two coats) per manufacturer instructions.
7. Install new HDPE partitions using all stainless steel hardware/components with dimensions to match existing layout. Use continuous (full-length) brackets/hinges for partitions/doors
8. Install new HDPE partitions between all urinals (including two additional) per TAS using all stainless steel hardware.
9. Re-install existing toilet paper dispensers on new partitions per TAS.
10. Thoroughly clean restroom for public use.

In-House Scope of Work:

1. Investigate options to replace existing wall mounted light fixtures.
2. Purchase and install new light fixtures and perform all necessary electrical work per approval of project manager.
3. Replace non-ADA lavatory fixtures with new (3 total).
4. Clean and re-caulk around fixtures as necessary.
5. Replace any acoustic ceiling tiles in bad condition.
6. Install combination door stop/hook in each stall (4 total).
7. Install new changing table at wall opposite restroom entrance door.
8. Paint entrance door interior and jamb.
Math Building
1st Floor – Men’s Room
Not to Scale
Math Building
1st Floor – Men’s Room
Math Building
1st Floor – Men’s Room
Math Building
1st Floor – Men’s Room
Math Building – 1st Floor Women’s Room

Contractor Scope of Work:
1. Remove existing toilet partitions; save existing toilet paper dispensers for re-installation.
2. Remove existing coat rack system.
3. Counter tops, mirrors (except one), soap dispensers, and lavatories to remain in place.
4. Thoroughly clean all floor/wall tile and grouting.
5. Re-point tile grouting where necessary – assume 5%.
6. Patch any existing holes in wall/floor tile (remove all wall/floor anchors as necessary).
7. Seal all tile/grout with Ghostshield 880 (two coats) per manufacturer instructions.
8. Install new HDPE partitions using all stainless steel hardware/components with dimensions to match existing layout. Use continuous (full-length) brackets/hinges for partitions/doors)
9. Re-install existing toilet paper dispensers and waste receptacles on new partitions per TAS.
10. Thoroughly clean restroom for public use.

In-House Scope of Work:
1. Investigate options to replace existing wall mounted light fixtures.
2. Purchase and install new light fixtures and perform all necessary electrical work per approval of project manager.
3. Clean and re-caulk around fixtures as necessary.
4. Replace any acoustic ceiling tiles in bad condition.
5. Install combination door stop/hook in each stall (4 total)
6. Install new changing table at alcove adjacent to row of stalls; relocate existing mirror to adjacent wall.
7. Paint entrance door interior and jamb.
Math Building
1st Floor – Women’s Room
Math Building
1st Floor – Women’s Room
Math Building
1st Floor – Women’s Room
Exhibit B
Campus Map