INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No. ITB #SPECIAL PAPER-19

Due Date: October 9, 2018 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)

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.

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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Provide commencement cover papers and course pack papers AS NEEDED for Stephen F. Austin State University’s Printing Services Department for the period of date of award through 08/31/2019.

NOTES TO BIDDER

Price quotes shall NOT include freight.

All shipping charges shall not be included in the item price. Shipping charges will be negotiated upon order of goods.

Notification of back orders shall be within 3 days after placing the order. Printing Services shall be notified by e-mail and given estimated delivery date.

E-mail: salaske@sfasu.edu

***If quoting an equivalent sheet a sheet sample must be provided for the bid.

The University is interested in considering 2% 10, Net 30 payment terms.
During the term of the contract, the awarded vendor(s) and the University recognizes that the items listed below could be discontinued or that the University’s needs may change. The University expects to receive the full benefits for this contract. Therefore, the contractor shall make recommendations to the University as to which replacements shall meet or exceed the specifications herein.

The University reserves the right to add or include any items offered by the vendor(s) throughout the contract period.

**SPECIFICATIONS**
27.5 X 39.3 100# Mohawk Curious Collection Skin Lavender – Cover, Coated; Please note there will be NO alternative/exceptions for this paper.

*(Estimated qty needed in one year – 95 cartons)*

Product Lead Time

Minimum dollar amount to qualify for free shipping

**SPECIFICATIONS**
11 X 17 70# 27.56M White Lynx Opq Digital Text – Opaque offset (not coated)

*(Estimated qty needed in one year – 245)*

Product Lead Time

Minimum dollar amount to qualify for free shipping

**SPECIFICATIONS**
11 x 17 24# White ImagePrint 98 Bright – Bond paper – not coated

*(Estimated qty needed in one year – 390 reams)*

Product Lead Time

Minimum dollar amount to qualify for free shipping
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.

SMOKING, VAPING 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.**
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 paper may be directed to Kathryn Salas, Administrative Assistant in the Printing Department, 936-468-1796, salaske@sfasu.edu

The e-mail address to submit bids to is bids@sfasu.edu

REQUIRED SUBMITTALS
1) Signed 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 benefit, 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 5 TAC Sec. 215.04, 1st et seq. And Tex. Bus. & Comm. Code Sec 215.01, et seq. neither the bidder or 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 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 5, Subtitle D, 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 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 to all debts owed to the State of Texas or any agency of the State of Texas, until such debt is fully 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.

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. SFA offers facsimile or email service as a convenience only. The only telephone number for FAX submission of bids is 936-486-4282. The only email for email submission of bids is bidshelf@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.

2.2 Bids must be time staked 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. By signature hereon bid is irrevocable. 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. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from US, FMRC or NEMA.

2.5 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.

2.6 The appropriate listing from US, FMRC or NEMA.

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

2.8 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.

2.9 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:

2.10 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. **PAYMENTS OR COPYRIGHTS -** The Contractor agrees to protect Stephen F. Austin State University from claims involving infringement of patents or copyrights.

5. **DELIVERY:**

5.1 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.

5.2 Delivery shall be made during normal working hours only, unless prior approval for early or late delivery has been obtained.

5.3 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.

5.4 No substitutions or cancellations are permitted without prior written approval.

6. **ALTERNATE DISPUTE RESOLUTION:**

6.1 Pursuant to Chapter 2280 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.

6.2 Pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

7. **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 University, its officers, the Comptroller of the Treasury, and any person acting on the University’s behalf reserves the right to reject any or all bids or contracts. Stephen F. Austin State University reserves the right to reject any or all bids or contracts or require bids to be submitted on forms furnished by the University.

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, to conduct an audit or investigation in connection with those funds. Contractor 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 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 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.