

# STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

## INVITATION TO BID

**FAILURE TO SIGN WILL DISQUALIFY BID**

**Bid No.: ADM-PRINT-2021  
ADDENDUM NO. 1**

**Due Date: July 23, 2021 at 3:00 P.M.**

Signature	City	Zip
Printed Name		
VENDOR NAME AND ADDRESS		
Name of Firm		
Mailing Address		
City	State	Zip

PHONE/FAX
Phone
FAX
EMAIL

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 2.10 on Back for Vendor ID Number Is Vendor a State of Texas certified HUB? <input type="checkbox"/> Yes	Delivery in _____ Days    Cash Disc. _____ % _____ Days
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**Check all that apply if Preference Claimed under Rule 34 TAC 20.38**

- |   |  |
|---|--|
| <input type="checkbox"/> Supplies, materials or equipment: produced in TX/offered by TX bidders*<br><input type="checkbox"/> Agricultural products grown in TX<br><input type="checkbox"/> Agricultural products offered by TX bidders*<br><input type="checkbox"/> USA produced supplies, materials or equipment<br><input type="checkbox"/> Products produced at facilities located on formerly contaminated property | <input type="checkbox"/> Products of persons with mental or physical disabilities<br><input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials<br><input type="checkbox"/> Energy efficient products<br><input type="checkbox"/> Rubberized asphalt paving material<br><input type="checkbox"/> Recycled motor oil and lubricants<br><input type="checkbox"/> 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 (SFASU) 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 SFASU and to reject any and all bid items in the sole discretion of SFASU.

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.			
	<b>ADDENDUM NO. 01</b> <b>This Addendum DOES NOT have to be acknowledged for the bid to receive consideration.</b>			
	<b>VIEWBOOK:</b>  <b>Q: The bid asks for mailing 47,000 pieces. Will SFA provide the mailing list?</b>  A: Yes, SFA will provide the mail list to the vendor. Lists will be provided throughout the year, beginning with a substantial initial mailing with follow-up mailings (new lists) about every one to two weeks, depending on the volume. This is ongoing throughout the year			
	<b>Q: Will the brochures mail in TX only or throughout the nation?</b> A: The vendor should be able to mail using imprint bar codes in and provide us a list of NCOA address changes for each mail list provided. The list can contain any address in the U.S.			

**Q: The bid asks to use printer's indicia. Will SFASU pay for postage upon presentation of postal statement?**

A: SFA will pay for the postage through IDT service with our Post Office. Vendor will need to email us a copy of the postage statement prior to dropping at their local post office so that we can verify funds availability.

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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

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Item No.	Description	Qty. & Unit	Unit Price	Extension
<p>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>				
	<p>Printing, mailing service and delivery of the Stephen F. Austin State University Viewbook and printing and delivery of the Stephen F. Austin State University Road Piece in accordance with the minimum specifications listed herein.</p> <p>This IS NOT an all or none bid. Each project will be awarded individually.</p> <p>The Term of the Agreement shall be for the 2021 awards. Thereafter, the term of this agreement may be extended for three (3) additional one (1) year periods at the option of SFASU. Renewal will be based upon mutual agreement after negotiation of renewal rates and approved specifications. The maximum escalation rate not to exceed that quoted herein.</p>	<p>_____ %</p>		

**SPECIFICATIONS**

1 VIEWBOOK Printing – 24 page booklet + cover

48,000 EA

Flat Size: 19" x 12.5"

Finished Size: 9.5" x 12.5" (Binds on the 12.5" edge)

Bleeds: YES

Design: SFASU

Copy Prep: CC InDesign (packaged file)

Proofing: Color Laser

Paper (Cover): 100# Matte Coated Cover – White

Paper (Guts): 100# Matte Coated Text – White

Inks: 4/4 PROCESS - bleeds. Spot Gloss Varnish on the photos on the cover only.

Bindery: Gather, saddle-stitch 12.5" spine, trim, bulk box.

Overs/Unders: +5%/-5%

**Special:** The printer will provide mailing service for 47K pieces out of the 48K total run. Those pieces can use the vendor's indicia information or whatever method they prefer to allow them to drop the pieces at their local post office. The balance of 1,000 pieces will print with our indicia and be shipped to Stephen F. Austin State University.

VIEWBOOK Mailing Service for 47,000 pieces

1 LOT

VIEWBOOK Shipping and Delivery for 1,000 pieces

1 LOT

Packaging: BULK BOX

Delivery address:

Stephen F. Austin State University

Discovery Research Center

7308 Northwest Stallings Dr., Building D

Nacogdoches, TX 75965

Vendor shall contact Central Receiving 936.468.4273 and Mark Scott, 936.468.4411, **3 DAYS PRIOR TO SHIPMENT.**

2. ROAD PIECE Printing – 12 page booklet + cover

80,000 EA

Flat Size: 9" x 24"

Finished Size: 12" x 9" (Binds on the 9" edge)

Bleeds: YES

Design: SFASU

Copy Prep: CC InDesign (packaged file)

Proofing: Color Laser

Paper (Cover): 100# Matte Coated Cover – White

Paper (Guts): 100# Matte Coated Text – White

Inks: 4/4 PROCESS – bleeds. Spot Gloss Varnish on the photos on the cover only.

Bindery: Gather, saddle-stitch 9" spine, trim, bulk box.

Packaging: BULK BOX

Overs/Unders: +5%/-5%

2.1 ROAD PIECE Shipping and Delivery for 80,000 pieces

1 LOT

**Special:** As our recruiters will be taking these pieces out on the road to college fairs, please use smaller boxes with fewer pieces per box – ideally we're looking for a single box to weigh around 25-30 lbs.

Delivery address:

Stephen F. Austin State University  
Discovery Research Center  
7308 Northwest Stallings Dr., Building D  
Nacogdoches, TX 75965

Vendor shall contact Central Receiving 936.468.4273 and Mark Scott, 936.468.4411, **3 DAYS PRIOR TO SHIPMENT.**

Delivery address:

Stephen F. Austin State University  
Discovery Research Center  
7308 Northwest Stallings Dr., Building D  
Nacogdoches, TX 75965

Vendor shall contact Central Receiving 936.468.4273 and Mark Scott, 936.468.4411, **3 DAYS PRIOR TO SHIPMENT.**

#### **DEADLINES**

For both jobs, the first set of proofs shall be shipped within 3 working days after receipt of SFA's artwork file. After proof approval, the finished project shall be shipped within 7-10 working days.

**Final delivery is expected no later than FRIDAY, August 13, 2021.**

#### **NOTE TO BIDDERS**

The entire print job is to be of excellent quality workmanship. Poor workmanship may be grounds to reject the entire order and have it reprinted at the vendor's expense. Stephen F. Austin State University shall be the sole judge of the workmanship of the printed pieces

Bidder may be requested to furnish samples of previous work which would indicate the company's ability to do this type of work. If requested, failure to provide samples or failure to provide samples that meet the University's quality expectations will disqualify the bid.

Stephen F. Austin State University reserves the right to request and check references prior to award. Any negative responses received may be grounds for disqualification of the bid.

The University reserves the right to make changes until the final prepress proof is approved by the University. Alterations due to vendor's error will be at vendor's expense.

All materials (copy, artwork, disks, etc.) furnished by the University must be returned before payment will be approved.

For questions about the specifications, contact Emily Dodson, 936-468-2144, Emily.Dodson@sfasu.edu.

For questions about the bid or bid process, contact Nicole Ivancic, 936-468-4472, ivancickn@sfasu.edu

### **SAMPLE SFASU VIEWBOOK AND ROAD PIECE BOOKLETS**

Sample booklets can be requested by contacting Monica Loa at loamm@sfasu.edu, 936-468-2085.

### **BEST VALUE EVALUATION CRITERIA**

The award of this Invitation to Bid will be based on a Best Value evaluation. The University shall be the sole judge of determining which bid represents the Best Value to the University.

***Each item will be evaluated and awarded independently based on the following criteria:***

- a) 50% Bid Price
- b) 20% Experience with SFASU
- c) 15% Experience and Qualifications of Vendor
- d) 15% Ability, capacity and skill of bidder to perform the contract based on samples provided

### **OTHER REQUIRED BID SUBMITTALS**

- Provide summary of past experience with SFASU
- Provide summary of experience and qualifications of completed work and include at least 3 vendor references
- Provide color product sample(s) for evaluation

Stephen F. Austin State University reserves the right to check references prior to any award. Any negative responses received may be grounds for disqualification of the bid.

### **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.**

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

By entering into the Contract, 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.

#### **SMOKING, VAPING AND USE OF TOBACCO PRODUCTS**

Stephen F. Austin State University is a tobacco and vape free campus.

#### **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 fulltime 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

**EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED**

Contracting Party acknowledges that, through its acceptance of the Agreement, it will be subject to the restrictions against employment of former state officers or employees contained in Section 572.069, Texas Government Code.

**TRAFFICKING OF PERSONS**

Under Section 2155.0061, Texas Government Code, Contracting Party certifies that the individual or business entity named in the bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

**CYBERSECURITY TRAINING CERTIFICATION**

In accordance with Section 2054.5192, Texas Government Code, if Contracting Party, or a subcontractor, officer, or employee of Contracting Party, will have access to a state computer system or database, then Contracting Party shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by University. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Contracting Party shall verify to the University completion of the program by each such officer, employee, or subcontractor.

**FORCE MAJEURE**

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control including acts of God, strikes, national, state, or local health emergency, war, riots, flood, fire, sabotage, governmental authority, or any other circumstances ("Force Majeure Occurrence"). Provided, however, in the event of a Force Majeure Occurrence, Contracting Party agrees to use their best efforts to mitigate the impact of the occurrence so that University may continue to provide mission critical services during the Force Majeure Occurrence



**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:	
  - 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](mailto: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](mailto: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.