

STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No. ITB #PLANTS-24

Due Date: July 16, 2024 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 _____

Email to: bids@sfasu.edu

Name of Firm _____

Phone _____

Phone (936) 468-2206

FAX (936) 468-4282

(See 2.3 reverse side)

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.			
	Provide various bedding plants, shrubs and trees as needed to Stephen F. Austin State University's Grounds and Transportation Department located on the campus of Stephen F. Austin State University in Nacogdoches, Texas. The term of this agreement would be for fiscal year 2025 (September 1, 2024 – August 31, 2025) with two (2) optional one (1) year renewal periods after the initial term expires. VENDOR REQUIREMENTS <ul style="list-style-type: none"> • Must be able to provide both next-day service and scheduled delivery for large shipments • Must be able to provide same day service for emergency situations • Must be able to produce plants as requested that may not be in their inventory 			

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NOTES TO BIDDERS

The following list of plants are only a sample representation of the most frequently ordered plants. These items are used for evaluation purposes only. The University does not guarantee any minimum or maximum order for any of the plants listed.

Substitutions for comparable plants may be given unless otherwise indicated. It will be up to the Grounds and Transportation Department as to whether the substitute is acceptable.

FREQUENTLY ORDERED PLANTS LIST

Please note for purposes of evaluating the bid everything is listed as a quantity of one (1) each. Sizes vary and are listed in **EXHIBIT A**. If you are quoting something as a substitution, please note that underneath the name of the plant and make sure it is noticeably visible.

BEST VALUE EVALUATION CRITERIA

The University will select the bid that represents the best value to the University. The University shall be the sole judge of determining which bid represents the best value. After confirming that all bidders meet the minimum requirements evaluation will be on the following criteria:

- 25% - Vendor Requirements
- 25% - Experience and Qualifications of Vendor
- 50% - Pricing

ADDITIONAL TERMS AND CONDITIONS

<https://www.sfasu.edu/procurement-business-services/about/help-resources/documents#purchasing>

CONTACT INFORMATION

Questions relating to the solicitation document, or the response may be directed to Assistant Director, Purchasing, Kim Jones, 936-468-6551, joneskk2@sfasu.edu.

REQUIRED SUBMITTALS

Failure to provide the Required Submittals with the bid response will result in automatically being disqualified from the bidding process.

1. Signed Invitation to Bid
2. Provide a signed letter stating how your company can meet our specific vendor requirements as stated on first page of bid document.
3. Satisfaction of Present and Previous Customers. Please provide a list of no more than three organizations for which the respondents provided the services referenced herein to include at a minimum:
 - Entity name
 - Contact name
 - Address
 - Telephone number
 - Email address

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

4. Frequently ordered plants list - **Exhibit A**
5. Non-Collusion Affidavit - **Exhibit B**

BID OPENING

All bids are due back on Tuesday, July 16, 2024 at 3 pm. Bids must be sent via email to bids@sfasu.edu.

**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. 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 & Business 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 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 itemize invoice showing Purchase Order Number. Payment will be made Net 30 from date of receipt of goods/services or invoice, whichever is late. Late fees will be incurred in accordance with Texas Government Code 2251. Invoices and all required supporting documents must be presented to: SFASU Accounts Payable, P.O. Box 6085, Nacogdoches, TX 75962 electronically submitted accounts payable@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 the specified number of calendar days. A five-day difference in delivery promise may break tie bids. Unrealistic short 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 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 for 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 contract for goods and services for which the 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 or connected with, or resulting from any acts, omissions of contractor or any agent, employee, subcontractor, or supplier in the execution and 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 a successor agency, or Stephen F. Austin's Internal Audit Services, to conduct an audit investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor, Stephen F. Austin's Internal Audit Services in the conduct of the audit or investigation, including providing all records requested. Contractor warrants that this clause concerning the authority of audit funds received indirectly by subcontractor through Contractor and the requirement to cooperate is included in any subcontract award.

EXHIBIT A
FREQUENTLY ORDERED
PLANTS LIST

**EXHIBIT A
FREQUENTLY ORDERED PLANTS
LIST**

PLANT	QTY	SIZE/DESCRIPTION	PRICE EACH
White Trailing Vinca	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Angelonia (Purple and Mixed)	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Vinca (Mixed)	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Begonia, bronze leaf variety (Mixed)	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Caladium	1	6" Pot	
	1	4" Pot	
Black Potato Vine	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Green Potato Vine	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Purple Fountain Grass	1	Gallon	
Jasmine	1	8" Pots	
	1	6" Pots	
	1	4" Pots	
	1	Gallon	

Petunia (Purple, White, Mixed)	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Knockout Roses (Red)	1	Gallon	
	1	Three Gallon	
Encore Azaleas	1	Gallon	
	1	Three Gallon	
	1	Five Gallon	
Dwarf Boxwoods	1	Gallon	
	1	Three Gallon	
	1	Five Gallon	
Dwarf Yaupons	1	Gallon	
	1	Three Gallon	
	1	Five Gallon	
Pansy (Purple, White, Mixed)	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Parsley	1	4" Pot	
Thyme	1	4" Pot	
Basil	1	4" Pot	
Rosemary	1	4" Pot	
Mums (Purple, White Mixed)	1	12" Pot	
	1	8" Pot	
	1	6" Pot	
Lantana	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Dragon Wing Begonia	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Dianthus	1	8" Pot	
	1	6" Pot	

	1	4" Pot	
Kale	1	6" Pot	
	1	4" Pot	
Strawberries	1	4" Pot	
Marigolds	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Liriope (Dwarf)	1	Gallon	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Liriope (Variegated)	1	Gallon	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Liriope (Giant)	1	Gallon	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Hydrangea (Regular)	1	Gallon	
Hydrangea (Variegated Lace)	1	Gallon	
Verbena (Purple, White)	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Purple Queen/Purple Jew	1	10" Hanging Basket	
	1	8" Pot	
	1	6" Pot	
	1	4" Pot	
Per Delivery Charge			
Escalation Rate (if any) allowed at renewal time			

**EXHIBIT B
NON-COLLUSION
AFFIDAVIT**

**EXHIBIT B
NON-COLLUSION AFFIDAVIT**

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "Respondents"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other Respondent, or with any official of SFA or any employee thereof, or any person, firm or corporation under contract with SFA whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said SFA, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatever, anything of value whatsoever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondent which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The Respondent hereby certified that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, potential Respondent, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other Respondents or potential Respondents, or to obtain through any unlawful act an advantage over other Respondents or SFA.

The prices submitted herein has been arrived at in an entirely independent and lawful manner by the Respondent without consultation with other Respondents or potential Respondents or foreknowledge of the prices to be submitted in response to this solicitation by other Respondents or potential Respondents on the part of the Respondent, its officers, partners, owners, providers, representatives, employees or parties in interest including the affiant.

CONFLICT OF INTEREST

The undersigned Respondent and each person signing on behalf of the Respondent certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of SFA, nor any employee, or person, whose salary is payable in whole or in part by SFA, has a direct or indirect financial interest in the award of the Proposal, or in the services to which this Proposal relates, or any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company name _____

Date _____

NAME/ADDRESS	HUB
Asian Contractor Association Website: www.acta-austin.com Phone: 512-926-5400 Fax: 512-926-5410	
Southwest Minority Supplier Development Council Website: www.smsdc.org Phone: 512-386-8766 Fax: 512-386-8988	
Dallas/Fort Worth Minority Supplier Development Council Website: http://affiliate.nmsdc.org/dfwmsdc Phone: 214-630-0747 Fax: 214-637-2241	
Houston Minority Supplier Development Council Website: www.hmsdc.org Contact: Angela Freeman 713-271-7805 Fax: 713-271-9770	
Tri-County Black Chamber of Commerce Website: http://www.tcbcc.org Phone: 832-875-3977 Fax: 713-839-7329	
Women's Business Council – Southwest Website: http://www.wbcsouthwest.org Contact: Taylor Crosby Phone: 817-299-0566	
Women's Business Enterprise Alliance Website: http://www.wbea-texas.org Phone: 713-681-9232	
Golden Triangle Minority Business Council Website: www.gtmbc.com PH: 409-962-8530 FX: 409-722-5402	

Hispanic Contractors Association de San Antonio Website: www.hcadesa.org PH: 210-444-1100 FX: 210-444-1101	
US Pan Asian American Chamber of Commerce Website: www.uspaacc-sw.org PH: 682-367-1393 FX: 817-469-9485	
El Paso Hispanic Chamber of Commerce Website: www.ephcc.org PH: 915-566-4066 FX: 915-566-9714	
Regional Hispanic Contractors Association (RHCA) Website: www.tamacc.org PH: 972-786-0909 FX: 972-786-0910	
Texas Association of Mexican American Chambers of Commerce (TAMACC) Website: www.tamacc.org Phone: 512-444-5727	
START SELECTED VENDORS HERE	
Best Horticultural Solutions Inc 1909 Big Bend Dr. Cedar Park, TX 78613-7508 Contact: Beverly Best Email: Phone: 806.786.9787	WO/F
Grown Wild Greenery LLC 5570 Huddleston St. Haltom City, TX 76137-2502 Contact: Kimberly Miller Email: Phone: 817.909.5551	WO/F
Green Star Wetland Plant Farm, LLC P.O. Box 2392 Alvin, TX 77512-2392 Contact: Mary Carol Edwards Email: Phone: 832.224.3430	WOF
Eastex Nursery LP 11186 CR 493 Tyler, TX 75706	

Contact: Amber Seale Email: Phone: 903.882.3105	
Joe Smith Farms & Garden Center 15305 US 79 Jacksonville, TX 75766 Contact: Attn: Wholesale Farm Email: Phone: 903.586.2931	
Breedlove Nursery & Landscape 11576 TX-64 West Tyler, TX 75704 Contact: Sales Email: Phone: 903.597.7421	
The Plant Shed 3123 Appleby Sand Rd Nacogdoches, TX 75965 Attn: Jenay Harman/Charles Shugart Email: Phone: 936.585.0611	
Texas Garden and Horticulture Inc 130 Whistling Duck Ln Double Oak, TX 75077-8285 Contact: Maritza Narvaez Email: Phone: 214.634.9376	HI/F
Garden of Gethsemane Nursery & Landscaping 1877 Washington Blvd Beaumont, TX 77705-1822 Contact: Michael Allred Email: Phone: 409.813.1866	BL/M
Cook Nursery 3535 W. State Highway 21 Nacogdoches, TX 75964 Contact: Sales Email: Phone: 936.564.6359	
East Texas Landscaping & Garden Center 2887 W. State Hwy 21 Nacogdoches, TX 75964 Contact: Charles Gill Email: Phone: 936.715.0444	
Hughes Plant Farm 19980 Hwy 69, South Tyler, TX 75703 Contact: Sales	

Email: UNABLE TO OBTAIN AN EMAIL Phone: 903.894.7737	

*Unable to solicit 50% HUBS