



TEXAS SOUTHERN UNIVERSITY

ITB Number: 717-26-723 Promotional Items

Return Bid to:

Texas Southern University
Procurement Services – Purchasing
3100 Cleburne Street, Room HH333
Houston, TX 77004

Date of Issuance: Wednesday, January 21, 2026

Deadline: Wednesday, February 11, 2026
11:00 a.m. Central Time

Texas Vendor ID or FEI No.

Under Section 231.006, Family Code, the Vendor certifies that the individual or business entity named in this contract, offer, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

COMPANY NAME

ADDRESS

CITY **STATE** **ZIP**

If the paragraph above is applicable, provide names and social security number of each person with at least 25% ownership. Vendors that pre-registered this information on the Texas Procurement and Support Services Centralized Master Bidders List have satisfied This Vendor agrees to comply with all conditions shown on this form.

PHONE NUMBER **EMAIL ADDRESS**

AUTHORIZED SIGNATURE **DATE**

FAILURE TO MANUALLY SIGN WILL DISQUALIFY BID

E-MAIL ADDRESS _____

QUOTE F.O.B. DESTINATION PREPAID & ALLOWED

Check below if preference is claimed under Rule 1 TAC 113.8

Delivery time of normal orders _____ days

Produced in Texas and/or Texas bidder

TERMS OF PAYMENT: NET _____ DAYS

Texas agricultural products

USA produced supplies, materials or Equipment

Historically Underutilized Business Certified by the TX Procurement and Support Services

Products of persons with mental or physical Disabilities

Products made of recycled materials

Energy efficient products

Invitation to Bid # 717-26-723

Promotional Items

Texas Southern University desires to enter into a contract awarded to the company(s) offering the most advantageous proposition to the institution. Bids must be plainly marked on the envelope container or package, with the offer number and opening date.

Sealed bids will be received by the Purchasing Department, and opened at **11:00 a.m. on Wednesday, February 11, 2026** at Texas Southern University, Procurement Services, 3100 Cleburne, Room 333; Houston, Texas, 77004.

BID DELIVERY

Proposals are commonly shipped to TSU by one of the following methods: U.S. Postal Service, Overnight / Express Mail, or Hand Delivery (recommended)

Please instruct your courier **NOT** to go Warehouse nor Central Receiving as this could delay delivery and could ultimately result in your response being late and rejected. All solicitation responses must be delivered to the TSU Post Office or the TSU Purchasing Office.

ADDITIONAL COPIES

Texas Southern University requests that bidders submit one (1) **original** and one (1) copy of bid response and a **flash drive with a copy of the bid response** for the purpose of evaluation by multiple parties. Please clearly mark the original copy of your offer.

EQUAL OPPORTUNITY

Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

PUBLIC INFORMATION

TSU considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature; and therefore, shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code, Chapter 552.001, et seq.*) after a contract is awarded. Respondents are hereby notified that the University strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of ITB information.

WAIVER OF INCONSISTENCIES:

The University reserves the right to waive any and all minor technical inconsistencies in evaluating the proposal responses.

INCURRED EXPENSES

Any and all expenses incurred in response to this proposal are entirely the responsibility of the contractor. Neither the University, nor the State of Texas, is liable in any manner.

INQUIRIES

All inquiries regarding this Invitation to Bid must be submitted via email by **Wednesday, January 28, 2026 by 12:00 noon** Central Time. The University will not accept questions after this date. All inquiries may result in written responses posted to the Electronic State Business Daily, available at <http://esbd.cpa.state.tx.us>. Questions must be emailed to Thomas Britt, Purchasing Department at Thomas.Britt@tsu.edu.

ADDENDA, CHANGES AND MODIFICATIONS TO THIS BID

It is the bidder's responsibility to periodically check the Electronic State Business Daily Website <http://esbd.cpa.state.tx.us/> up until the offer opening time for any changes, modifications or addenda to this offer. Receipt of all addenda to this ITB should be acknowledged by returning a signed copy of each addendum with the submitted Bid. Failure to do so could result in an offer submission that cannot be considered

REFERENCES

Vendors responding to this bid must be prepared, if asked pre-award, to submit a list of at least three references your company has successfully provided products for projects of this type and magnitude. The list must include the client's name, address, telephone number, a contact person, and a brief description of the particular type of project completed. The University shall not be confined to this list if it deems further reference investigation necessary.

HUB Subcontracting Plan (HSP)

In accordance with Gov't Code §2161.252, Texas Southern University has determined that subcontracting opportunities are not probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), do not have to complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response if the total dollar amount of bid response is greater than \$100,000, the University requires respondent to complete and submit their signed HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses greater than \$100,000 that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

SUBCONTRACTORS

Subcontractors providing services under a Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors

AWARD

Texas Southern University intends to award in such a way as to gain the greatest benefit to the end result of this project and therefore the University. Texas Southern University will be the sole judge of what constitutes the most advantageous proposition to the University.

TERM

It is our intention to award contracts for a three (3) year term, with the option to add two (2) single year extensions. We realize that this term may be longer than some of the current cooperative awards some vendors may have. We are doing this with the hope of having approved and vetted vendors for the initial 3-

year term, with option years if so desired, even if your cooperative award expires. This is why it is strongly advised you respond to this ITB, even if you have a cooperative award that expires in less time than our 3-year award cycle. It is our goal to maintain our business relationship with our vendors for as long as can. We value our relationships with all of our vendors.

CRITERIA FOR AWARD

The evaluation of the bid will include the overall response to the bid, and will include, but is not limited to the "Best Value Standard for Purchase of Goods or Services" and any other factor Texas Southern University deems relevant. The University must be confident that their needs can be met. The University will evaluate and make the award on the offer that is determined to be the best value to the University based on the criteria listed below. All bids must be complete and convey the information requested to be considered responsive.

Considerations for award of this contract will include the factors in accordance with Government Code 2155.074. Best Value Standard for Purchase of Goods or Services are as follows:

- (a) For a purchase of goods and services under this chapter, each state agency, including Texas Southern University and shall purchase goods and services that provide the best value for the state.
- (b) In determining the best value for the state, the purchase price and whether the goods or services meet specifications are the most important considerations. However, the Texas Procurement and Support Services or other state agency may, subject to Subsection (c) and Section 2155.075, consider other relevant factors, including:
 - (1) Proposed costs
 - (2) Stability and success of contractor's business
 - (3) Quality and reliability of the goods and services
 - (4) Delivery terms and proposed transition plan
 - (5) Indicators of probable contractor performance under the contract such as past contractor performance, the contractor's financial resources and ability to perform, the contractor's experience or demonstrated capability and responsibility, and the contractor's ability to provide reliable maintenance agreements and support
 - (6) Other factors relevant to determining the best value for the state in the context of a particular purchase

Added by Acts 1997, 75th Leg., ch. 1206, § 6, eff. Sept. 1, 1997.

Amended by Acts 2001, 77th Leg., ch. 1422, § 14.16, eff. Sept. 1, 2001.

PUBLICITY

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the University's employees or use the University's name in connection with any sales promotion or publicity event without the prior express written approval of the University.

BID TABULATION

Electronic copy of the submittal tabulation sheet will be made available after the scheduled public bid opening per request through Purchasing. Only names of respondents and total bid price will be released to the public at the public bid opening. All other information will be kept confidential until after successful contract award.

SEVERABILITY

In case any provision hereof, or of any resulting agreement or purchase order, shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid or unenforceable provision had not been included herein.

GOVERNING LAW

This Contract, including, without limitation, this ITB and any resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

FIRM PRICING

Prices contracted for are to be guaranteed firm pricing for ninety (90) days. This being said, we realize that we live in a tumultuous time and that price increases can sometimes occur with no fault of your own. Price increases are understandable. We do require that you inform us of any/all price increases as they occur.

TERMINATION FOR FAILURE TO MEET SPECIFIED DELIVERY

Should the contractor consistently fail to meet the specified delivery, Texas Southern University reserves the right to cancel upon 10 days written notice. Texas Southern University specifically reserves the right to purchase these items elsewhere when delivery cannot be met and Texas Southern University deems it necessary to override the contractual agreement.

FIXED ESCALATION CLAUSE

Bidders must certify a fixed, maximum percentage of escalation for both the initial and any subsequent terms of the contract as specified. This percentage will be employed in the evaluation and award of any contract resultant of the bid. The maximum annual percentage of escalation is ____%. **If this field is not filled in, an escalation of 0% will be assumed.**

RIGHT TO TERMINATE

The University reserves the right to terminate this contract or any portion thereof on thirty (30) days written notice. Grounds for cancellation shall include, but are not limited to the following:

- 1) Failure to provide timely prompt service, and/or
- 2) Failure to provide quality products.

The University shall be the sole judge of acceptable service as indicated above.

TERMINATION

For termination which is not based upon cause, thirty (30) day written notice shall be given to the contractor.

AMENDMENTS

This Contract may be amended only upon written agreement between Texas Southern University and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void.

PROTECTION OF PROPERTY

Vendors shall, at all times, guard against damage or loss to the University property or of other vendors, suppliers or contractors; and shall be responsible for replacing or repairing, or for the cost of repairs or replacement of any such loss or damage. The University may require payment or require such additions and/or adjustments to the Vendor's assessment to ensure reimbursement or replacement for such loss or damage to property incurred by the Vendor or its agents

INDEMNIFICATION

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TEXAS SOUTHERN UNIVERSITY ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TEXAS SOUTHERN UNIVERSITY.

THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TEXAS SOUTHERN UNIVERSITY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TEXAS SOUTHERN UNIVERSITY OR ITS EMPLOYEES.

VENDOR CERTIFICATION / ACCEPTANCE

The undersigned hereby certifies that he has read, understands, and agrees that acceptance by Texas Southern University of the bidder's offer by issuance of a purchase order will create a binding legal contract. Further he agrees to fully comply with documentary forms herewith made a part of this specific procurement

NAME OF COMPANY: _____

AUTHORIZED SIGNATURE: _____

TYPED NAME & TITLE: _____

EMAIL ADDRESS: _____ Q _____

TELEPHONE NUMBER: _____

SPECIFICATIONS

Texas Southern University is looking to partner with vendors we purchase promotional items.

PROMOTIONAL ITEMS

The ideal full line promotional product supplier shall be a distributor for a complete line of promotional products used at parent/student functions, employee fair functions and other school advertising functions. Proposers should be able to supply a variety of promotional items to include, but not limited to:

- Pens and/or pencils
- Cup holders
- Coffee mugs
- Key Chains
- Badge holders
- Tote bags
- Note pads
- Tee shirts
- Caps
- Koozies
- Lanyards
- Apparel (t-shirts, polo shirts, hoodies, sweatshirts, hats / caps, etc.)
- Embroidery & screen printing
- Awards and trophies
- Etc.

Various titles, logos and other information may need to be applied to or imprinted on promotional products. All items purchased will be on an as-needed basis and quantities will vary.

TSU is looking to receive a discount off your company's product catalog. The catalog should contain a brief description of the product, catalog number, year, edition number, unit price, packaging, and manufacturer. In addition, the catalog(s) should include all pertinent information for contact and placing ordering, i.e. phone number, fax number, email address, web page, etc.

Suppliers should make Texas Southern University aware of any product changes that take place to the catalog due to manufacturer changes (adding/subtracting items). As catalog changes and new manufacturing brands are added or deleted, the new information/products shall become part of the catalog discount program.

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences. Check below to claim a preference under 34 TAC Rule 20.38

- Supplies, materials or equipment produced in TX or offered by TX bidder or TX bidder that is owned by a service-disabled veteran *
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders*
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

Are shipping charges free, or an added expense? _____

Please list all cooperative awards that you have (i.e. Buyboard, Choice Partners, etc.) _____

Please address rush orders vs. normal orders with respect to added cost, time to deliver, etc.

Since exact products and quantities will vary with each order, we are asking for a list of discounts from catalog pricing, and we are giving the vendor freedom to explain their pricing structure as they see fit. We recommend you be aggressive as only a handful of vendors will be selected, and pricing is always a major factor.

If you no longer have catalogs in paper form but prefer an online catalog format, this is acceptable. Please provide the link(s) to all catalogs you represent. _____