

UNIVERSITY OF NORTH TEXAS™

INVITATION FOR BID

HUB SUBCONTRACTING PLAN REQUIRED

Invitation for Bid #:

Invitation for Bid Name:

IFB DUE DATE AND TIME:

IFB PRE-BID MEETING DATE & TIME:

IFB PUBLIC OPENING DATE & TIME:

IFB752-10-652PB

Campus Pest Control

July 16, 2009 2:00 pm

NONE

July 23, 2009 2:00 pm

RETURN SEALED BIDS TO:

Physical Address:

University of North Texas

Purchasing and Payment Services

University Services Building

2310 N. I-35E

Denton, Texas 76205

Via US Postal Mail Only: (NOTE: Add additional response time for internal delivery to department.)

University of North Texas

Purchasing and Payment Services

1155 Union Circle # 310499

Denton, Texas 76203-5017

If there are any questions regarding this IFB, please contact Pilar Bradfield at 940-565-3200 or submit solicitation questions to: [Solicitation Questions](http://pps.unt.edu) located at <http://pps.unt.edu> Bids Listing Page. All questions must be received no later than **July 8, 2009** at 2:00 pm CST. All questions and answers will be posted to the website by 5:00 pm CST, **July 9, 2009**.

A copy of this bid form is posted at and may be downloaded from: pps.unt.edu

In accordance with the Texas Government Code, Sections 2161.181-182 and the Texas Administrative Code (TAC), Title 34, as amended, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBS) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts HUB Rules, TAC, Title 34, as amended, encourages the use of HUBs by implementing these policies through race-ethnic and gender-neutral means.

Are you a certified HUB? (circle one) YES or NO

If yes, please circle the organization or entity certified with below and include a copy of your certificate:

Texas Comptroller of Public Accounts; NCTRCA; MBDC; Other _____

If yes, please also specify: Ethnicity _____ & Gender _____

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 TAC Title 34, as amended:

Check below if preference claimed under TAC Title 34, as amended:

- ☐ Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- ☐ Agricultural products produced or grown in Texas
- ☐ Agricultural products and services offered by TX bidders
- ☐ USA produced supplies, materials, or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formally contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards

IF SUBMITTING A BID, IFB MUST BE SIGNED and ALL attached files must be printed and returned with bid package. You shall submit a clearly marked original copy and one (1) duplicate copy. Sealed bids should be received NO LATER THAN the specified due date and time. UNT reserves the right to accept late bids, however bids received after opening time will not be accepted. Show IFB opening date, IFB number, and return address of firm on sealed bid envelope. Incomplete bids will be disqualified. Only IFB responses with approved HUB Subcontracting Plans will be opened. Failure to return your HUB Subcontracting Plan in a separate envelope will prevent UNT from opening your IFB.

**BIDDER MUST FILL IN AND SIGN BELOW
(FAILURE TO SIGN WILL DISQUALIFY BID)**

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

VENDOR ID OR FEI #: _____

AUTHORIZED AGENT: _____

(Print or Type Name)

AUTHORIZED SIGNATURE: _____

DATE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

NOTICE--IN ADDITION TO THE ITEMS LISTED BELOW, THE TERMS AND CONDITIONS OF THIS BID ARE ATTACHED AS ATTACHMENT "A". ANY ALTERATION TO THESE TERMS AND CONDITIONS WILL DISQUALIFY YOUR BID.

The laws of the State of Texas, venue to be Denton County, Denton, Texas must prevail on all bids.

IFB's for contracts with an expected value of \$100,000 or more will also require sub-contracting form or plan. This IFB DOES include a HUB sub-contracting package, which is attached as Attachment "C". The HUB Sub-contracting package must be completed and returned with bid response in a separate marked envelope.

1.0 SCOPE OF WORK/DESCRIPTION OF GOODS (Commodity Code 910-59)

In accordance with Education Code 51.9335, the University of North Texas, subsequently referred to as UNT, is accepting bids and intends to enter into an agreement with a vendor that specializes in Pest Control in accordance with the terms and conditions and requirements set forth in this Invitation for Bid. The resulting pricing, terms and conditions shall be extended to the University of North Texas (UNT), the University of North Texas System (UNT System), the University of North Texas Health and Science Center and any other institutions of higher education interested in utilizing the agreement, as allowed by the Texas Education Code.

Furnish all labor, materials, chemicals, tools, equipment, insurance, permits and fees to provide pest control services for the University of North Texas (hereafter known as UNT or the University) and outlying UNT campus communities in accordance with the specifications herein and attached.

1.1 Specifications: All Equipment and Services shall comply with the standards and methods set forth by the State of Texas, EPA, NFPA, ANSI, US Public Health Services, and/or the US Bureau of Entomology. Contractor shall provide and maintain an effective pest control program in accordance with "best known practices and procedures" of the extermination trade. Minimum services shall include pest control, pest monitoring, and environmental inspection services, and a bed bug prevention/treatment program.

Effective pest control is defined as elimination of pest problems over a reasonable period of time, and prevention of the establishment of new pest problems in the service areas.

Any circumstances or sanitation issues which could prohibit the effectiveness of treatment must be reported to the University in writing; otherwise the Contractor is held fully responsible for effective pest control in the areas listed herein

1.1.1 Service shall be performed as identified in Exhibit "A"

Service, whether weekly, monthly or quarterly is defined as a thorough cockroach and rodent monitoring and treatment program, crack and crevice treatment of identified and potential pest harborage areas, inspection and servicing of rodent traps/bait stations and completion of an environmental report.

Non-Scheduled Service for the purpose of this contract is defined as treatment and/or removal of specified pest(s) in a specified building(s) and/or location(s) with a resolution within a twenty four hour time period.

Periodic Cleanout for the purpose of this contract is defined as treatment of all accessible and difficult to treat or normally inaccessible harborage sited with residual dust, sprays, or ULV

treatments as necessary. Such harborage sites may include, but are not necessarily limited to wall voids, floor voids under boards and servicing lines, paneling in food service areas, serving lines, void areas in metal kitchen furniture, food processing equipment, motor housing associated with refrigeration units, plumbing and electrical conduits, employee lockers and ceiling void areas.

1.1.2 Pests to be controlled by this service shall include, but are not limited to:

- Cockroaches
- Ants-excluding carpenter and pharaoh
- Silverfish
- Earwigs
- Spiders
- Pill Bugs
- Millipedes and Centipedes
- Wasp, Hornet, and Bee control
- Interior Cricket Populations
- Rodents-vendor may recommend addition of exterior bait stations for control, however, interior control shall be achieved by snap traps only-propose accordingly
- Flying Insects-vendor may recommend solutions for elimination of flying insects and propose accordingly (Gnats, Mosquitoes)
- Pharaoh Ants-vendor may charge additional for bait, however, control services will be considered part of monthly/weekly services specified above.
- Winged Termites Swarmers-knockdown service

Special Services to be done on an as needed basis:

- Termites
- Exterior Cricket Control-propose accordingly
- Wood Boring Insects-all sprays and methods shall be of industrial standards and shall be guaranteed for a minimum of one year from completion. All drilling coring etc. shall be performed and repaired by contractor at no additional charge to UNT. Site shall be free from waste.
- Squirrels and other small vertebrates removal by live traps-propose accordingly
- Bird Control-propose accordingly
- Occasional Invaders-vendor may propose accordingly

1.1.3 Environmental reporting shall be an integral part of services rendered. For purposes of this contract, environmental reporting means detailing the kinds and locations of pest problems observed as well as listing any sanitation deficiencies or construction problems requiring corrective action by UNT

1.1.4 A pest prevention/treatment program shall be required. Pest prevention, for purposes of this contract, means that a portion of the service time will be devoted to inspecting actual and potential pest harborage areas and reporting the location and severity of pest problems found. Inspections shall include, but are not limited to, use of flashlights and sticky traps for insects, and traps/bait stations for rodents. Results of inspections shall help monitor effectiveness of the service, locate pest activity that otherwise might go undetected and shall direct, in part, the type and extent of pest control treatments rendered on a service visit.

1.1.5 Contractor shall provide on-call service to respond to complaint calls. On-call services shall be classified as regular and emergency service. Emergency service shall be requested for health-threatening situations or problems which render all or part of a building unusable (e.g. presence of venomous insects, massive cricket infestations, etc.) Emergency calls shall

be responded to within 6 hours. Regular service may be requested when insects become a nuisance between regular services. Regular service requests shall be responded to within 24 hours. Regular and emergency on-call service may be considered part of MONTHLY SERVICE as detailed in the Exhibit B specifications herein and may be provided at no extra charge.

1.1.6 All areas identified in Exhibit “A” shall be treated in the frequency stated. The University reserves the right to request pest control services for additional buildings/facilities acquired during the period of the contract. The contract price may be increased in proportion to the original contract after mutual agreement between the contractor and Procurement Services. The same procedures shall be followed for decreasing the contract price if pest control services need to be discontinued for certain buildings/facilities.

1.1.7 Contractor must submit a list of chemicals to be used and MSDS sheets to the appropriate Director/Manager prior to spraying in each area. Pesticides and devices used in the course of fulfillment of this service shall be limited to those products which have been registered with the EPA and Texas Department of Agriculture for use in sites to which they will be applied and shall be used in a manner consistent with their labeling. New construction where LEED Certification is attained shall require a “Green” pest service protocol. In addition, all materials to be used under this contract shall be subject to approval of UNT.

1.1.8 In performance of this service, the Contractor shall protect the work area, adjacent property, and persons in a manner satisfactory to UNT and in accordance with all appropriate local, State, and Federal laws and regulations. Special attention shall be given to the observation of all safety precautions to minimize potential risks to students, employees, property, or the general public. The Contractor shall be responsible for any damage or injury due to any act of neglect attributable to persons working under his/her direction. STATE REQUIRED POSTINGS MUST BE POSTED IN EACH BUILDING 72 HOURS PRIOR TO SERVICE BEING PERFORMED.

1.1.9 Contractor shall maintain a file of service visit times in the office of the designated manager.

1.1.10 Invoicing shall be done monthly and be itemized per building. Invoices shall be itemized to include: UNT contact, building serviced and type of services performed. Areas will be invoiced per the following areas: Housing, Facilities, Norval Pohl Recreation Center, Athletics, and Union.

1.1.11 Additional service specifications unique to types of treatment areas are stated in Exhibit A.

1.2 Pricing: See Exhibit A

1.3 Option to Renew and Escalation Clause: It is agreed that the University of North Texas shall have the option to extend the contract for **three** additional years in one-year increments under the same terms and conditions. The University of North Texas may exercise its option to extend by the issuance of a new fiscal year purchase order prior to the expiration of the then current term. This option to extend is at the sole discretion of the University of North Texas and will not be considered if legislative funding is not appropriated..

Escalation may only occur at the time of renewal and ONLY upon supplying documented manufacturer’s invoicing or other relevant data, which reflects the increase and securing the approval of UNT in writing.

The Contractor may request an overall increase in this contract for each renewal period. The increase may not exceed two percent (2%) percent non-cumulative with the original proposal being used as the base figure. The base year shall be September 1, 2009 through August 31, 2010.

Escalation/First additional year	FY11	09/01/10 to 08/31/11	____ %
Escalation/Second additional year	FY12	09/01/11 to 08/31/12	____ %
Escalation/Third additional year	FY13	09/01/12 to 08/31/13	____ %

Please forecast percentage as accurately as possible. If you anticipate no increase note 0% escalation. If no percentage is given, it will be assumed as 0%.

2.0 HUB SUBCONTRACTING OPPORTUNITIES AND FORMS:

UNT has determined Sub-contracting opportunities are possible and have identified the following areas:

- Equipment

All subcontracted work whether identified by UNT or not, are required to be identified in the HUB Subcontracting Plan. Please complete the attached HUB Subcontracting Plan for all subcontracting opportunities to be utilized in this project. Failure to complete the HUB Subcontracting Plan correctly will disqualify your IFB response. Please return the HUB Subcontracting Plan in a clearly marked envelope, separate from your IFB response.

IMPORTANT NOTICE:

Only IFB responses with approved HUB Subcontracting Plans will be opened. Failure to return your HUB Subcontracting Plan in a separate envelope will prevent UNT from opening your IFB.

Questions regarding the completion of the HUB Subcontracting Plan should be directed to Carrie Stoeckert at 940-565-3200. You may also view an on-line video/audio file that explains, in a step by step manner, exactly how to fill out a HUB Sub-Contracting Plan. The video/audio file is located at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.

3.0 PRE-BID MEETING:

Not Applicable

4.0 SELECTION PROCESS:

Selection of the Successful Offer submitted in response to this IFB by the Submittal Deadline will be made using the competitive process described below. After the opening of the offers and upon completion of the initial review and evaluation of the offers submitted, selected bidders may be invited to participate in oral presentations. The selection of the Successful Offer may be made by UNT on the basis of the offers initially submitted, without discussion, clarification or modification. Further action on offers not included within the competitive range will be deferred pending the selection of the successful offer; however, UNT reserves the right to include additional offers in the competitive range if deemed to be in its best interest. UNT is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by UNT.

UNT reserves the right to:

- (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Bid with one or more bidders;
- (b) reject any and all offers and re-solicit offers; or

(c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of UNT.

- 4.1 Evaluation of Criteria:** The successful offer will be the offer that is submitted in response to this Bid by the Submittal Deadline and is the most advantageous to UNT in UNT's sole discretion. Offers will be evaluated by an evaluation committee that will include employees of UNT and other persons invited by UNT to participate. The evaluation of offers and the selection of the Successful Offer will be based on the information provided to UNT by the respondent in response to the Specifications section of this Bid. Consideration may also be given to any additional information and comments if such information or comments increase the benefits to UNT. The successful respondent will be required to enter into a contract acceptable to UNT.

In evaluating Bids to determine the best value for the State, UNT may consider information related to past contract performance of a Respondent including, but not limited to, Texas Comptroller of Public Account's Vendor Performance Tracking System. UNT also considers "Best Value" in the award process. Best Value to the state is located in Attachment "A", Section 1.5.

- 4.2 Bidder's Acceptance of Process:** Submission of an offer by a bidder indicates: (1) the bidder's acceptance of the Selection Process, Evaluation of Criteria for selection and all other requirements and specifications set forth in this Bid; and (2) the bidder's recognition that some subjective judgments must be made by UNT during this Bid process.

5.0 SUBMITTAL DEADLINE:

To respond to this Bid via mail, bidders must submit the information requested in the Specifications section of this Bid and any other relevant information in a clear and concise written format to:

**Via hand delivery or overnight
(i.e. FedEx, UPS, etc.)**

Pilar Bradfield
Purchasing Specialist IV
University of North Texas
Purchasing and Payment Services
University Services Building
2310 N. I-35E
Denton, Texas 76205

**Via US Postal Service only: (NOTE: Add
additional delivery time)**

Pilar Bradfield
Purchasing Specialist IV
University of North Texas
Purchasing and Payment Services
1155 Union Circle #310499
Denton, Texas 76203-5017

Bids must be submitted in an envelope or other appropriate container and the name and return address of the bidder must be clearly visible. All bids should be received at the above address no later than the date and time listed on Page 1 of this IFB. UNT reserves the right to accept late bids, however bids received after opening time will not be accepted.

6.0 QUESTIONS:

Questions concerning this Proposal should be directed to:

Pilar Bradfield
Purchasing Specialist
University of North Texas
Purchasing and Payment Services
1155 Union Circle # 310499
Denton, Texas 76203-5017
Pilar.bradfield@unt.edu
940-565-4735

Please submit solicitation questions to: [Solicitation Questions](#) located at <http://pps.unt.edu> Bids Listing Page.

All questions must be received no later than July 8, 2009 at 2pm CST. All questions and answers will be posted to the website by 5:00 pm CST, July 9, 2009.

UNT may in its sole discretion respond in writing to questions concerning this Bid. Only UNT's responses made by formal written Addendum to this Bid shall be binding and shall be posted on the UNT website pps.unt.edu. Oral or other written interpretations or clarifications shall be without legal effect.

7.0 PUBLIC OPENING:

A public bid opening shall be held on **July 23, 2009 promptly at 3:00 P.M. Location shall be University of North Texas, University Services Building (USB), Purchasing and Payment Services Conference Room, 2310 N I-35E, Denton, TX 76205**

8.0 REFERENCES (REQUIRED):

Bidders, please list three (3) companies who have been using your firm for similar or like services on a regular basis for the past 6-12 months. By listing references bidder agrees that UNT may investigate these references and consider them as a basis to determine award of this IFB.

Company Name: _____
Person to Contact: _____
Street Address: _____
City, State, Zip: _____
Area Code and Telephone: _____

Company Name: _____
Person to Contact: _____
Street Address: _____
City, State, Zip: _____
Area Code and Telephone: _____

Company Name: _____
Person to Contact: _____
Street Address: _____
City, State, Zip: _____
Area Code and Telephone: _____

Exhibit A
Non Scheduled Service Pricing

IFB 752-10-652PB

Per Call/Per Hour-

Normal Business Hours \$

Emergency/After Business Hours \$

Unit price for on call services-single treatment for specific problem in a single building (if trip charge please include in price)

Non Scheduled Pest Control-Special Service Pricing

Squirrel/Small Vertebrates

(removal by live traps only) \$

Bird Control Program \$

Occasional Invaders \$

Exterior Cricket Control-

priced per square foot \$

Winged Termites Swarms-

knockdown service \$

Pharaoh Ant bait materials \$

per bait station

Materials supplied to facilities

and/or housing dept. (list +

percentage) %

Periodic Cleanout-all dining hall

facilities at least twice per year \$

per service/per hall

Wood Boring Insects

Termite elimination

per lineal square foot \$

per square foot

Guarantees given-

period for elimination

year/years

Cost to extend warranties

to cover subsequent years. \$

per year

Non Scheduled Pest Service

Price per Unit

0-20,000 square feet \$

20,001-100,000 square feet \$

100,001 to 500,000 square feet \$

500,001 to 1,000,000 square feet \$

Exhibit A
Auxillary Buildings

IFB752-10-652PB

Building	Address	Floors	Gross Feet	Weekly	Monthly	Quarterly	One-Time Treatment
University Union	140 Ave A	3	193,000	\$	\$	\$	\$
Sodexo Food Court (FS)*				\$	\$	\$	\$
Avesta Dining (FS)*				\$	\$	\$	\$
Union Kitchen (FS)*				\$	\$	\$	\$
The Corner (FS)*				\$	\$	\$	\$
Jazzman's (FS)*				\$	\$	\$	\$

Pohl Recreation Center **	Chestnut Ave		138,000	\$	\$	\$	\$
Smoothie King (FS)*				\$	\$	\$	\$
Shower Facilities (Monthly Treatment)					\$		

Athletics Center	1301 S. Bonnie Brae	3	61,057	\$	\$	\$	\$
MGV Bldg G-Softball & Golf Facility	1532 S. Bonnie Brae	2	15,954	\$	\$	\$	\$
MGV Bldg H Athletic Office	1536 S. Bonnie Brae	2	22,898	\$	\$	\$	\$
MGV Soccer Field Box	1500 S. Bonnie Brae	2	1,013	\$	\$	\$	\$
MGV Womens Softball Dugout	1500 S. Bonnie Brae	1	774	\$	\$	\$	\$
Fouts Field Stadium	2300 N I-35E	4	107,724	\$	\$	\$	\$
Track and Field Building	704 N Texas Blvd	1	8,763	\$	\$	\$	\$
Waranch Tennis Complex	1499 S. Bonnie Brae	1	2,561	\$	\$	\$	\$

(FS)* Indicates food service/dining/food prep areas. Please note service schedule for dining/food prep areas will differ from associated buildings. Please price accordingly.

Exhibit A
Housing Buildings

IFB752-10-652PB

Building	Address	Resident Capacity	Floors	Gross Feet	Weekly	Monthly	Quarterly	One-Time Treatment
Bruce Hall	1624 Chestnut St	486	3	95,371	\$	\$	\$	\$
Bruce Dining Hall (FS)*					\$	\$	\$	\$

Clark Hall	1717 Maple St	486	3	104,637	\$	\$	\$	\$
Clark Dining Hall (FS)*					\$	\$	\$	\$

College Inn	200 Ave D.	508	4	157,011	\$	\$	\$	\$
Crumley Hall (FS)*	1621 W. Highland St.	252	3	71,166	\$	\$	\$	\$

Kerr Hall	1413 W. Maple St.	990	8	212,100	\$	\$	\$	\$
Kerr Dining Hall (FS)*					\$	\$	\$	\$

Maple Hall	1621 W. Maple St.	668	3	137,942	\$	\$	\$	\$
Maple Dining Hall (FS)*					\$	\$	\$	\$

McConnell Hall	1705 W. Sycamore St	395	3	99,682	\$	\$	\$	\$
Mozart Square	911 W. Ave D.	250	3	39,220	\$	\$	\$	\$
Santa Fe Square	2201 W. Prarie	150	3	13,159	\$	\$	\$	\$
Traditions Hall	250 N. Texas Blvd.	296	3	83,500	\$	\$	\$	\$

(FS)* Indicates food service/dining/food prep area. Please note service schedule for dining/food prep areas will differ from the associated dorms. Please price accordingly.

Exhibit A
Housing Buildings

IFB752-10-652PB

Building	Address	Resident Capacity		Gross Feet	Weekly	Monthly	Quarterly	One-Time Treatment
West Hall	320 S. Ave E.	380	3	97,355	\$	\$	\$	\$
West Dining Hall (FS)*					\$	\$	\$	\$

UNT Apt.	308 Bradley St.	60	2	25,200	\$	\$	\$	\$
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Victory Hall	1379 S. Bonnie Brae	596	3	169,209	\$	\$	\$	\$
Champs Cafeteria (FS)*					\$	\$	\$	\$

Honors Hall	1716 W. Eagle	200	3	69,657	\$	\$	\$	\$
Legends Hall	221 North Texas Blvd.	276	3	84,836	\$	\$	\$	\$
Sorority House A	510 Bernard St		2	8238	\$	\$	\$	\$
Sorority House B	905 W. Prarie St		2	8191	\$	\$	\$	\$
Sorority House C	911 W. Prarie St		2	8232	\$	\$	\$	\$
Sorority House D	917 W. Prarie St		2	8363	\$	\$	\$	\$
Sorority House E	923 W. Prarie St.		2	8238	\$	\$	\$	\$
RHA House	Maple Street	None	1	1,600	\$	\$	\$	\$
Business Services Warehouse	520 Bernard St	None	1	11,421	\$	\$	\$	\$
Goolsby Chapel	1620 W. Maple St.	None	1	2,192	\$	\$	\$	\$

(FS)* Indicates food service/dining/food prep area. Please note service schedule for dining/food prep areas will differ from the associated dorms. Please price accordingly.

Exhibit A
Facilities Buildings

IFB752-10-652PB

Building	Address	Floors	Gross Feet	Monthly	Quarterly	One-Time Treatment
AFROTC Building	712 North Texas Blvd.	1	8,403	\$	\$	\$
Art Bldg	1201 W. Mulberry St.	3	95,137	\$	\$	\$
Auditorium-English Bldg**	1401 W. Hickory St.	4	57,290	\$	\$	\$
Basement Flea Treatment						\$
Bain Hall	1820 W. Highland St.	3	22,383	\$	\$	\$
Biology Bldg	1510 Chestnut St.	4	97,653	\$	\$	\$
Business Administration Bldg **	1167 Union Circle	4	89,520	\$	\$	\$
Basement Flea Treatment						\$
Chemical Waste Holding Bldg 1	2308 N. I-35E	1	497	\$	\$	\$
Chemical Waste Holding Bldg 2	2308 N. I-35E	1	495	\$	\$	\$
Chemistry Bldg	1508 W. Mulberry St.	3	106,530	\$	\$	\$
Chemistry Cylinder Storage	1508 W. Mulberry St.	1	156	\$	\$	\$
Chilton Hall **	410 S. Avenue C	3	111,578	\$	\$	\$
Kitchen Facilities (Monthly Service)				\$		
Coliseum	600 Avenue D	3	196,192	\$	\$	\$
Curry Hall	200 Avenue A	3	27,406	\$	\$	\$
Dallas Multipurpose Bldg	7300 Houston School Rd.	4	77,093	\$	\$	\$
Discovery Park	3940 N. Elm St.	3	554,443	\$	\$	\$
DP Kitchen Area				\$		
DP Dining Area				\$		
Discovery Park Annex	3940 N. Elm St.	1	2,480	\$	\$	\$
Discovery Park Information Booth	3940 N. Elm St.	1	124	\$	\$	\$
Eagle Student Services Center	1147 Union Circle	3	72,726	\$	\$	\$
East Classroom Bldg	912 Chestnut St.	1	4,436	\$	\$	\$
Environmental Education, Science & Tech	1704 W. Mulberry St.	3	119,813	\$	\$	\$
Environmental Science Greenhouse	1709 W. Hickory	1	1,247	\$	\$	\$
Gateway Center **	801 North Texas Blvd.	3	107,821	\$	\$	\$
Club at Gateway Kitchen/Dining (FS)*				\$		
(FS)* Indicates food service/dining/food prep area. Please note service schedule for dining/food prep areas will differ from the associated buildings						
Please price accordingly.						

** Buildings Require additional service/precautions. Floor plans of areas with specific issues are included in bid package. Areas are marked on plans.

Exhibit A
Facilities Buildings

IFB752-10-652PB

Building	Address	Floors	Gross Feet	Monthly	Quarterly	One-Time Treatment
Gateway Information Booth	801 North Texas Blvd.	1	53	\$	\$	\$
General Academic Bldg	225 S. Avenue B	5	147,049	\$	\$	\$
Hickory Hall	1417 W. Hickory St.	3	45,833	\$	\$	\$
Hurley Administration Bldg	1501 W. Chestnut Street	5	60,631	\$	\$	\$
Information Booth	1629 Chestnut St.	1	57	\$	\$	\$
Information Sciences Bldg **	307 S. Avenue B	4	101,309	\$	\$	\$
Basement Flea Treatment						\$
Ken Bahnsen Gym	1908 W. Highland St.	1	38,146	\$	\$	\$
Shower Facilities (Monthly Service)				\$		
Language Bldg	108 Avenue A	4	66,851	\$	\$	\$
Library Annex Bldg	941 Precision Dr.	3	40,669	\$	\$	\$
Library Annex Portable Bldg 1	905 Precision Dr.	1	421	\$	\$	\$
Library Annex Portable Bldg 2	901 Precision Dr.	1	421	\$	\$	\$
Library Annex Portable Bldg 3	909 Precision Dr.	1	1,068	\$	\$	\$
Library Annex Portable Bldg 4	913 Precision Dr.	1	1,063	\$	\$	\$
Library Annex Portable Bldg 5	917 Precision Dr.	1	1,155	\$	\$	\$
Library Annex Portable Bldg 6	921 Precision Dr.	1	1,063	\$	\$	\$
Library Annex Surplus Warehouse	925 Precision Dr.	1	28,521	\$	\$	\$
Marquis Hall **	1511 W. Mulberry St.	3	39,592	\$	\$	\$
Basement Flea Treatment						\$
Matthews Hall**	1300 W. Highland St.	4	80,550	\$	\$	\$
Childcare Facilities (Monthly Service)				\$		
Basement Flea Treatment						\$
Matthews Hall Annex **	1180 Union Circle	1	7,206	\$	\$	\$
Childcare Facilities (Monthly Service)				\$		
MGV Bldg B-College Of Education	1508 S. Bonnie Brae St.	1	10,105	\$	\$	\$
MGV Bldg C-Provost Office	1528 S. Bonnie Brae St.	1	2,141	\$	\$	\$
MGV Bldg K- Gayle and Virgil Strange SAAC	1524 S. Bonnie Brae St.	1	7,569	\$	\$	\$
MGV Bldg L-Police & K9 Unit	1520 S. Bonnie Brae St.	1	2,632	\$	\$	\$
MGV Bldg P-University Relations Comm & Mktg	1500 S. Bonnie Brae St.	1	5,140	\$	\$	\$

** Buildings Require additional service/precautions. Floor plans of areas with specific issues are included in bid package. Areas are marked on plans.

Exhibit A
Facilities Buildings

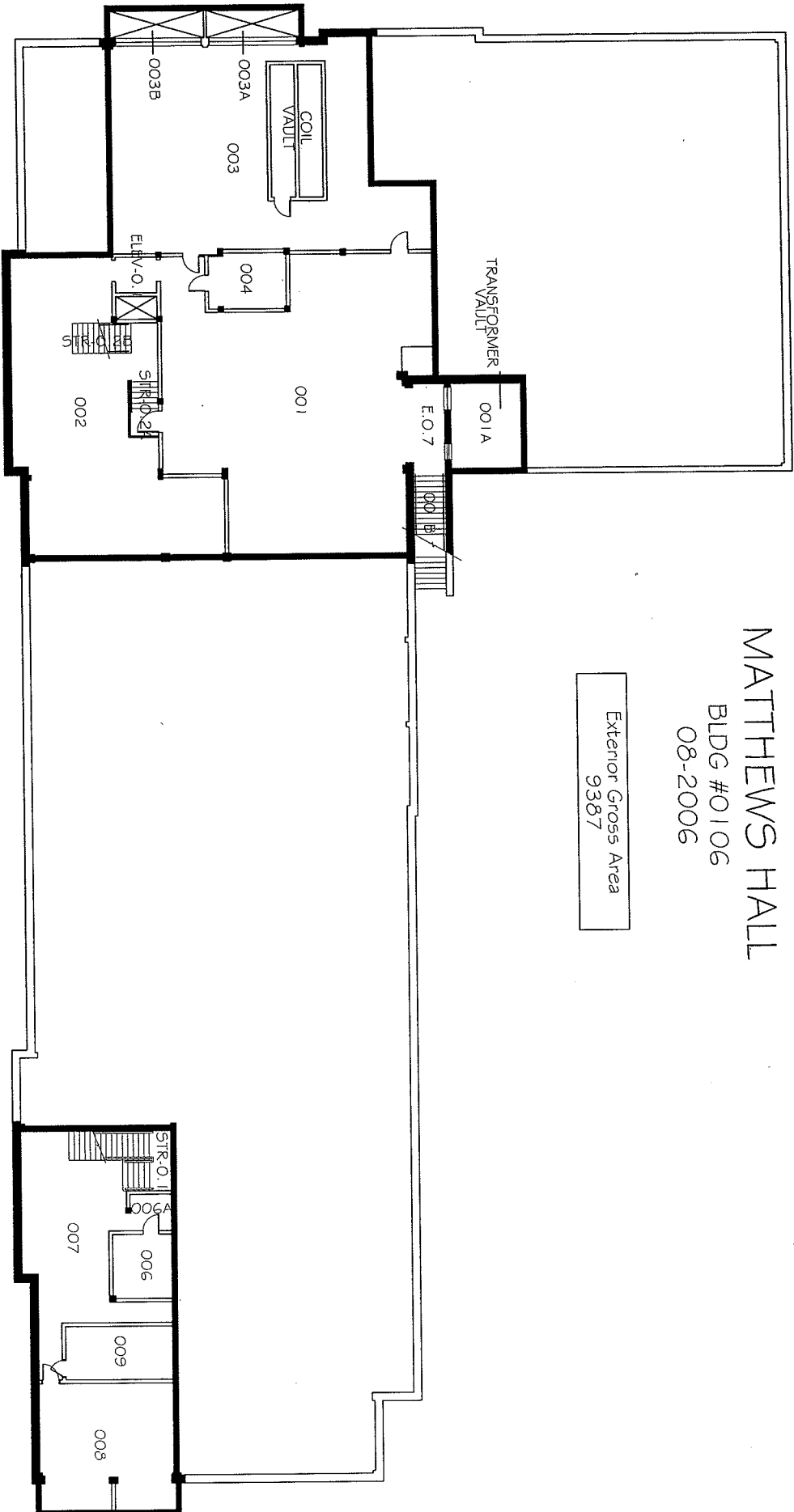
IFB752-10-652PB

Building	Address	Floors	Gross Feet	Monthly	Quarterly	One-Time Treatment
Music Annex	1630 W. Highland St.	1	16,394	\$	\$	\$
Music Bldg	415 S. Avenue C	4	140,867	\$	\$	\$
Music Practice North	502 S. Avenue C	3	22,791	\$	\$	\$
Music Practice South	510 S. Avenue C	3	22,835	\$	\$	\$
North Texas Lofts	217 North Texas Blvd.	2	4,928	\$	\$	\$
Oak Street Hall	1120 W. Oak St.	2	36,700	\$	\$	\$
Oak Street Hall Annex	1110 W. Oak St.	1	5,000	\$	\$	\$
Performing Arts Annex	2210 N. I-35E	1	4,943	\$	\$	\$
Performing Arts Center	2100 N. I-35E	3	72,403	\$	\$	\$
Physical Education Bldg **	1921 Chestnut St.	2	106,300	\$	\$	\$
Shower Facilities (Monthly Service)				\$		
Physics Bldg	210 Avenue A	4	54,836	\$	\$	\$
Radio,TV, Film & Performing Arts	1179 Union Circle	3	117,013	\$	\$	\$
Risk Management Center	700 North Texas Blvd.	1	6,120	\$	\$	\$
Science Research Bldg	1504 W. Mulberry St.	2	62,925	\$	\$	\$
Science Research Building Greenhouse	1504 W. Mulberry St.	1	968	\$	\$	\$
Scoular Hall	1143 Union Circle	2	20,866	\$	\$	\$
Speech & Hearing Clinic	907 W. Sycamore St.	2	16,809	\$	\$	\$
Stovall Hall	1400 W. Highland St.	1	44,216	\$	\$	\$
Sullivant Public Safety Center **	1700 Wilshire St.	1	15,420	\$	\$	\$
Shower Facilities (Monthly Service)				\$		
Terrill Hall	1611 W. Mulberry St.	4	58,650	\$	\$	\$
University Machine Shop	915 W. Mulberry St.	1	5,632	\$	\$	\$
University Services Bldg	2310 N. I-35E	1	49,290	\$	\$	\$
Wooten Hall	1121 Union Circle	4	86,691	\$	\$	\$
Food Cart (FS)*				\$		
(FS)* Indicates food service/dining/food prep area. Please note service schedule for dining/food prep areas will differ from the associated buildings						
Please price accordingly.						

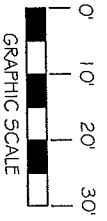
** Buildings Require additional service/precautions. Floor plans of areas with specific issues are included in bid package. Areas are marked on plans.

MATTHEWS HALL
BLDG #0106
08-2006

Exterior Gross Area
9387



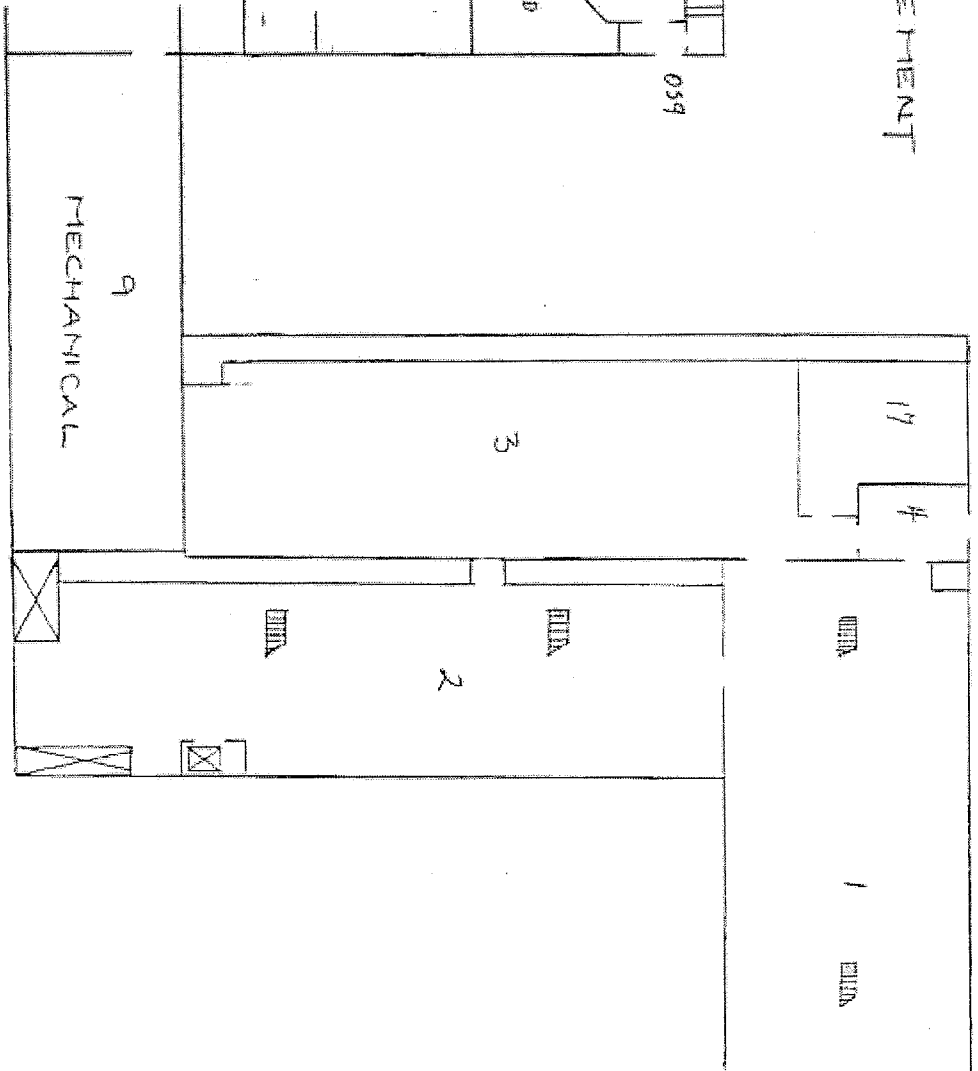
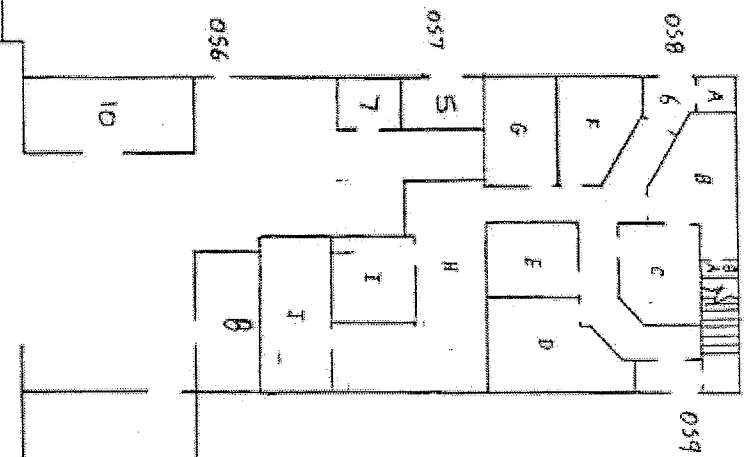
BASEMENT FLOOR PLAN



FORMATION SCIENCES BUILDING



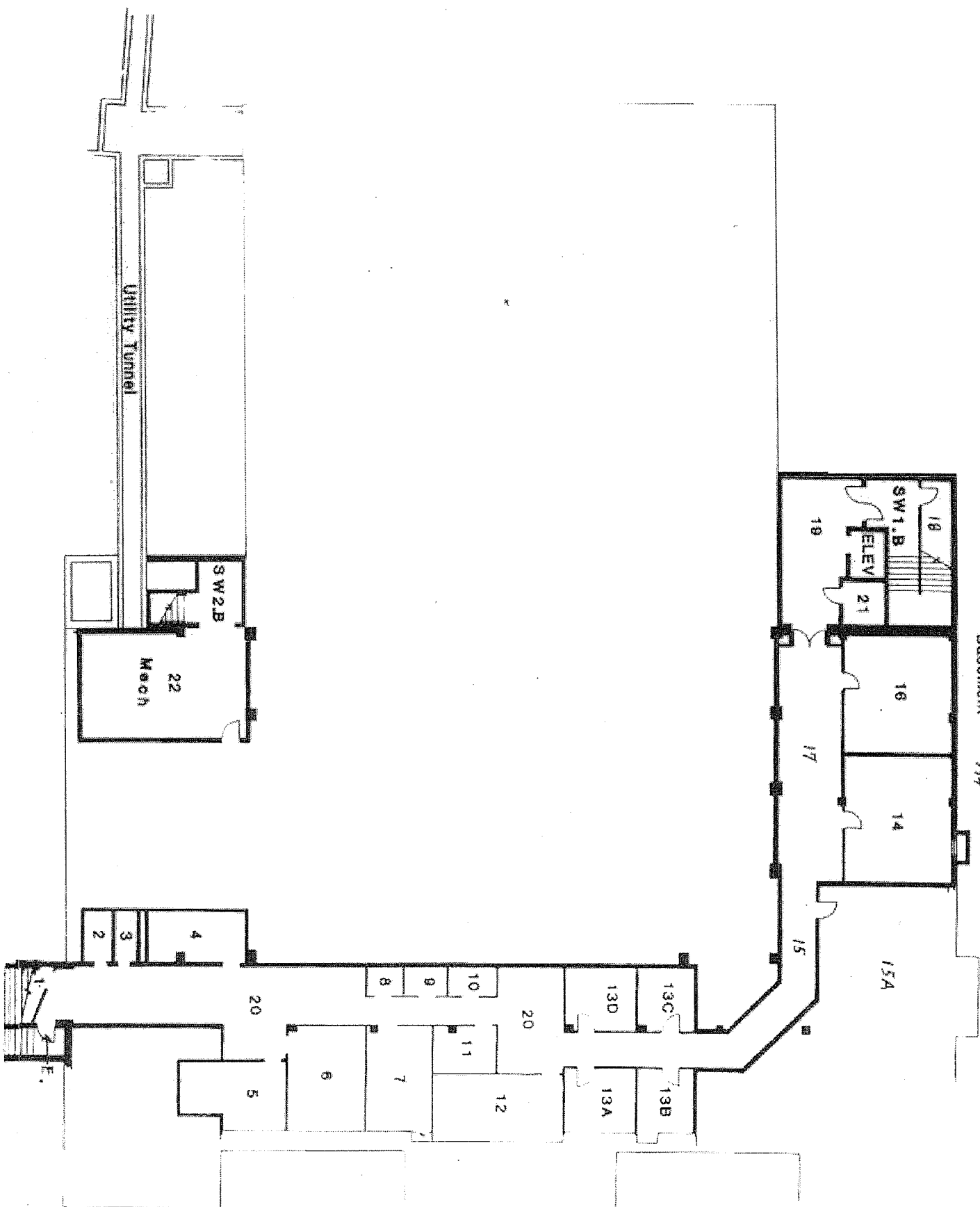
BASEMENT



MECHANICAL UNFINISHED

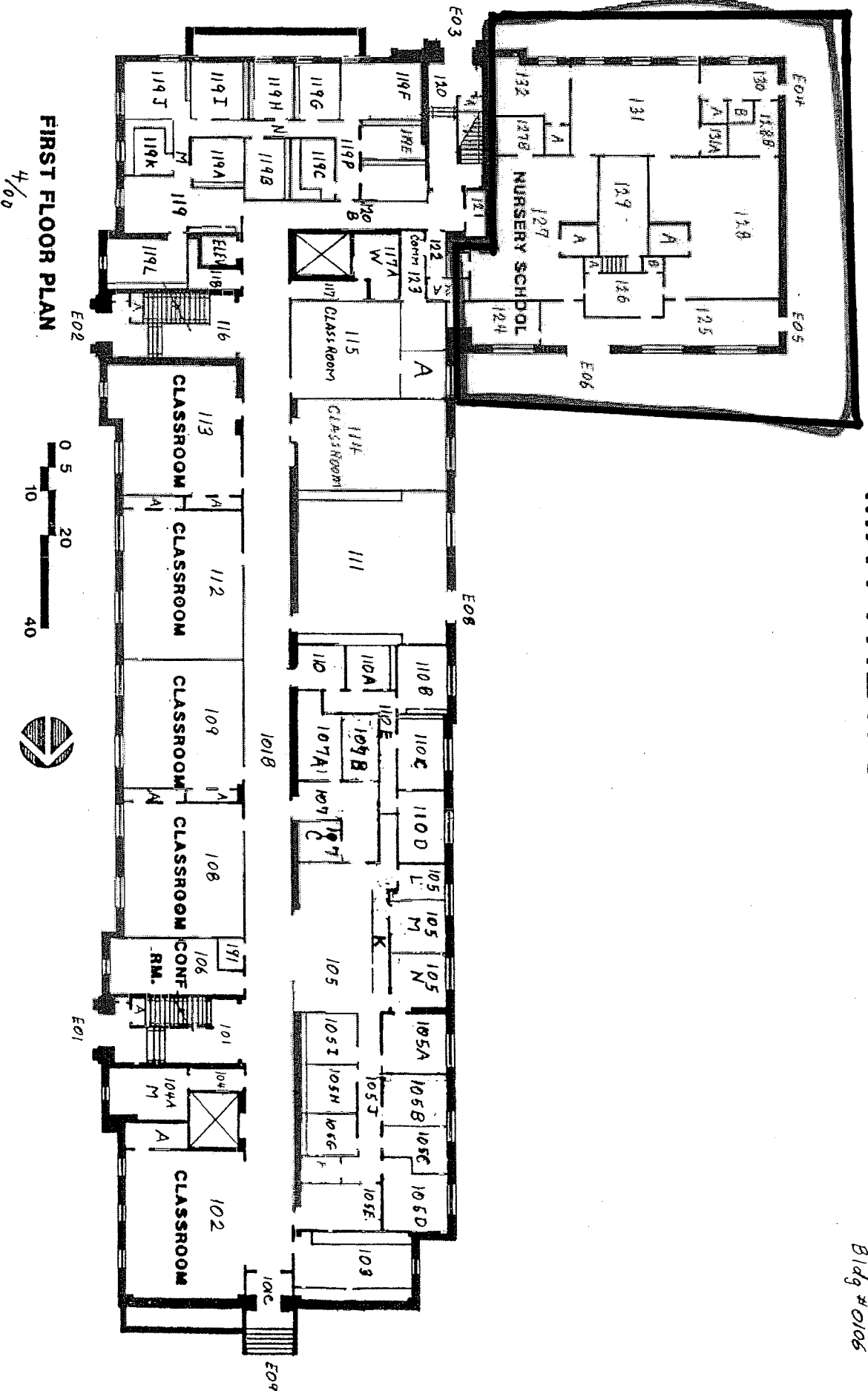
AUDITORIUM BUILDING #0102

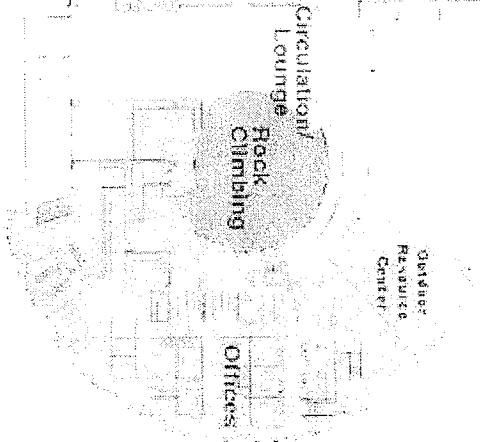
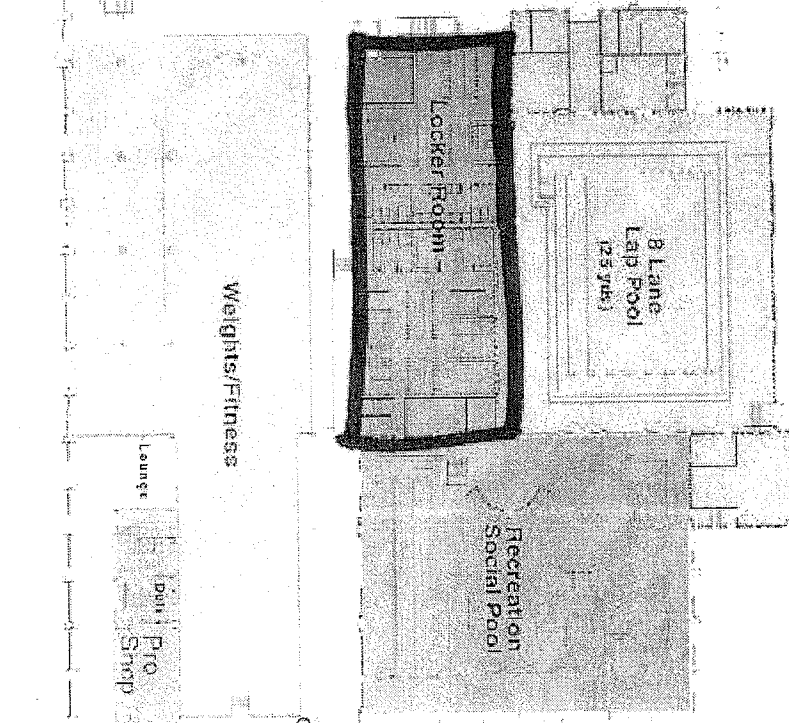
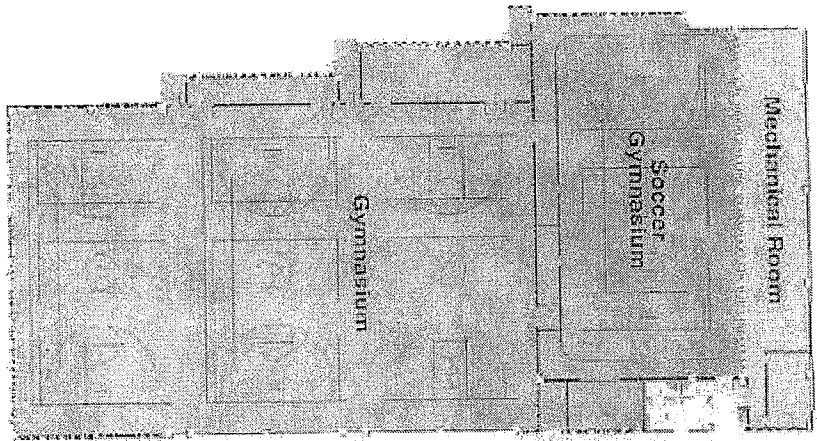
Basement 4/94



MATTHEWS HALL

SHEET 2 OF 4
Bldg # 0106

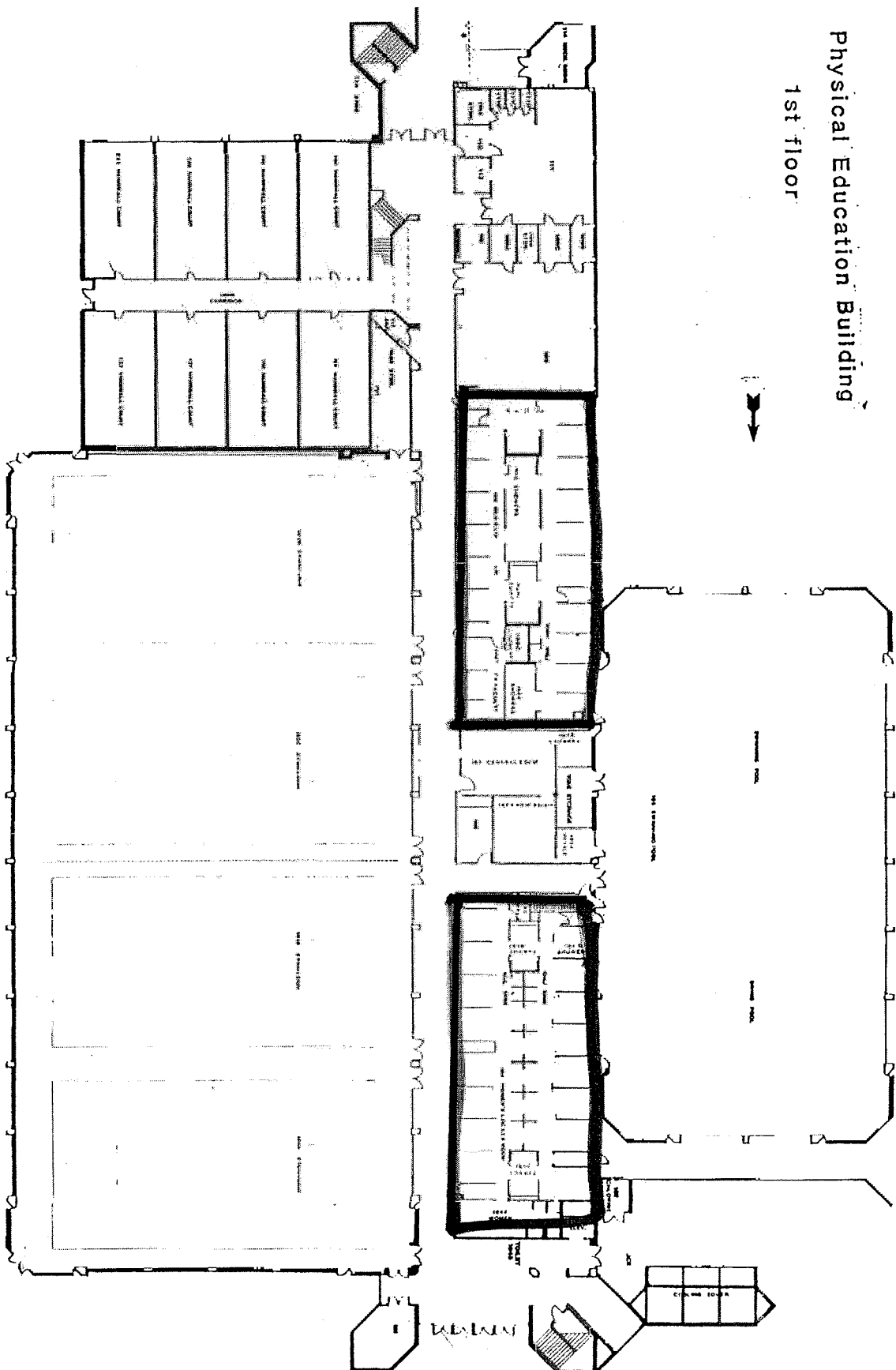




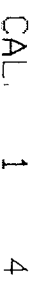
STUDENT RECREATION CENTER

First Floor Plan

1st floor



KITCHEN

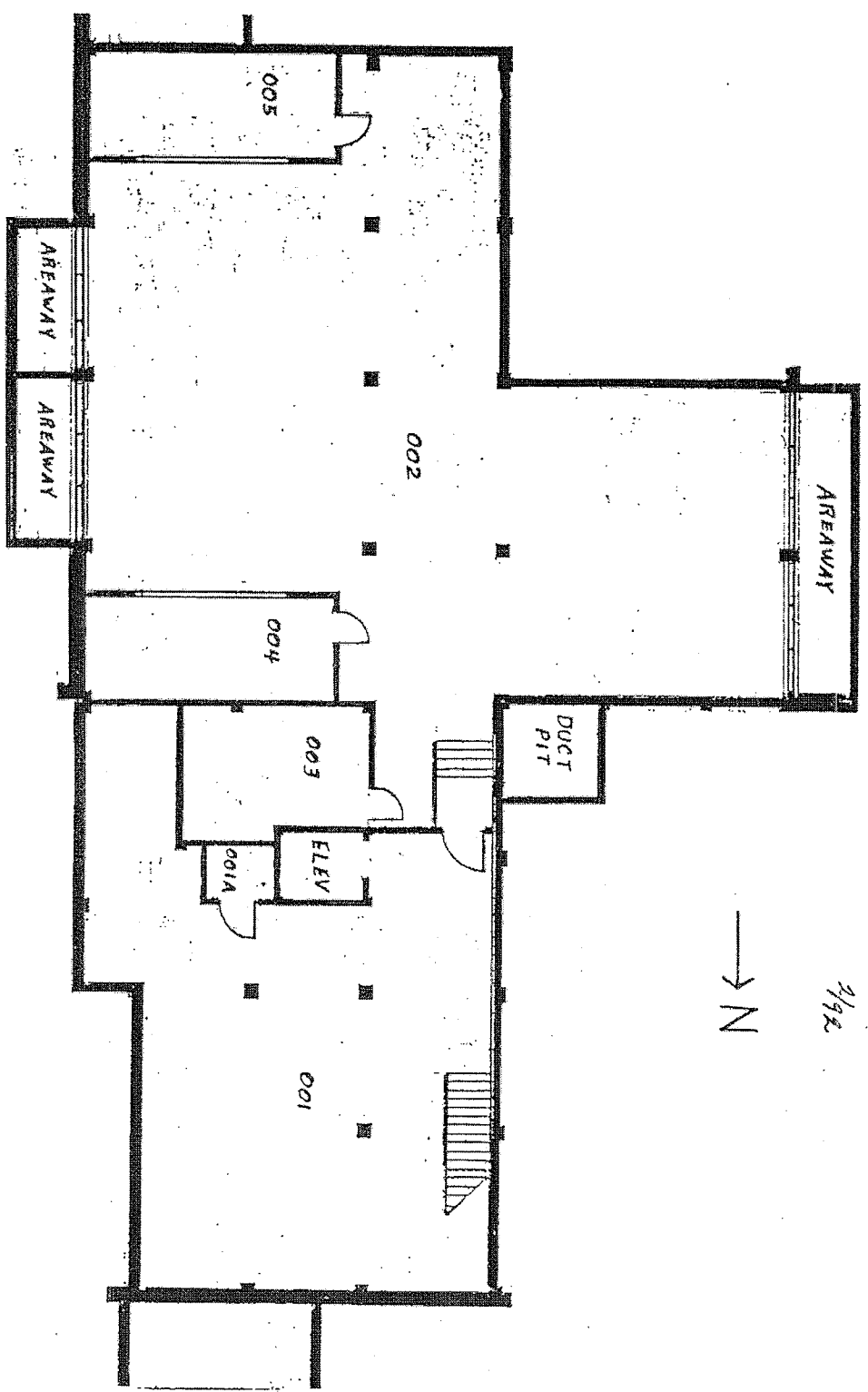


BUSINESS ADMINISTRATION #0104

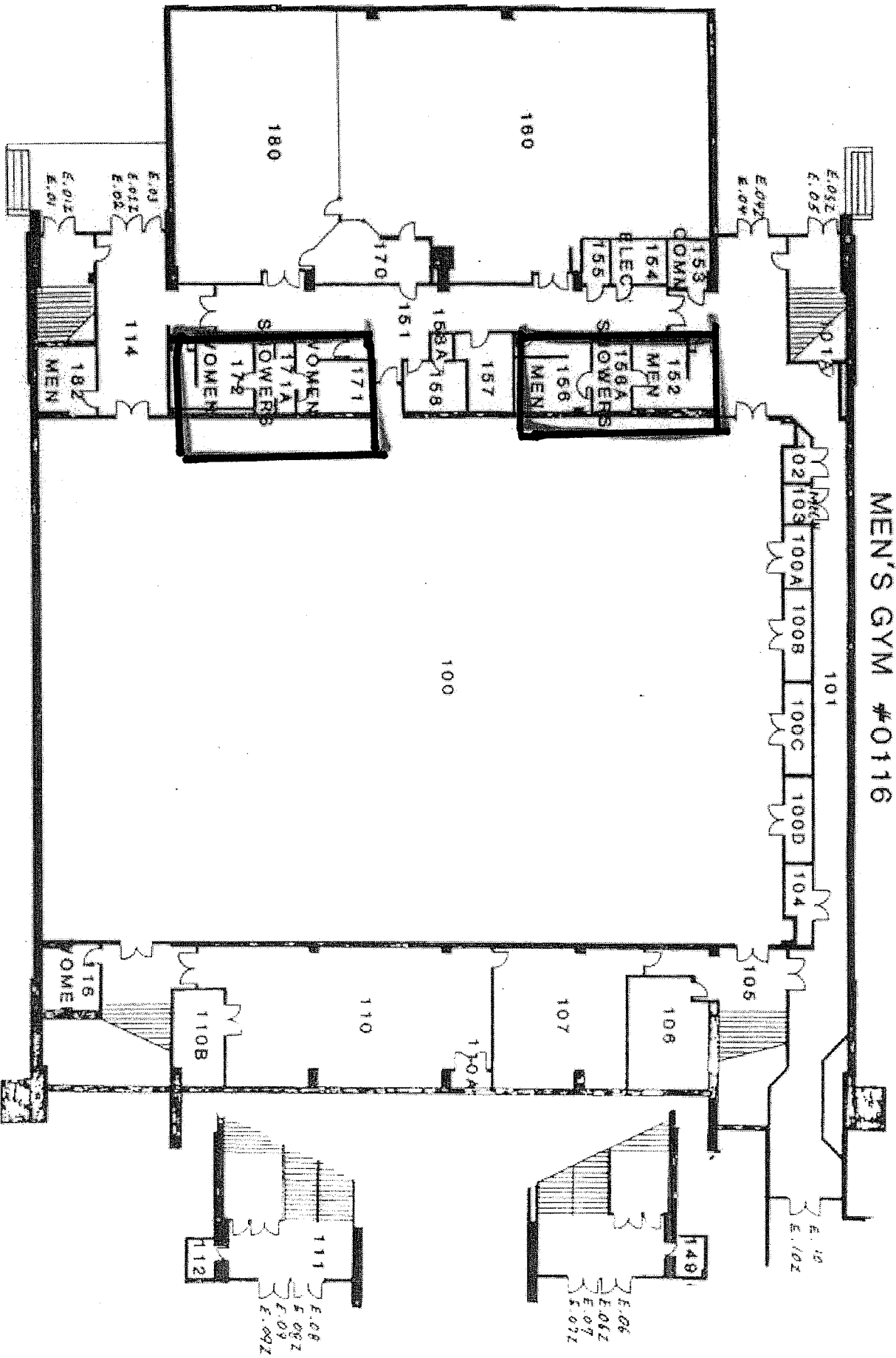
Basement

2/92

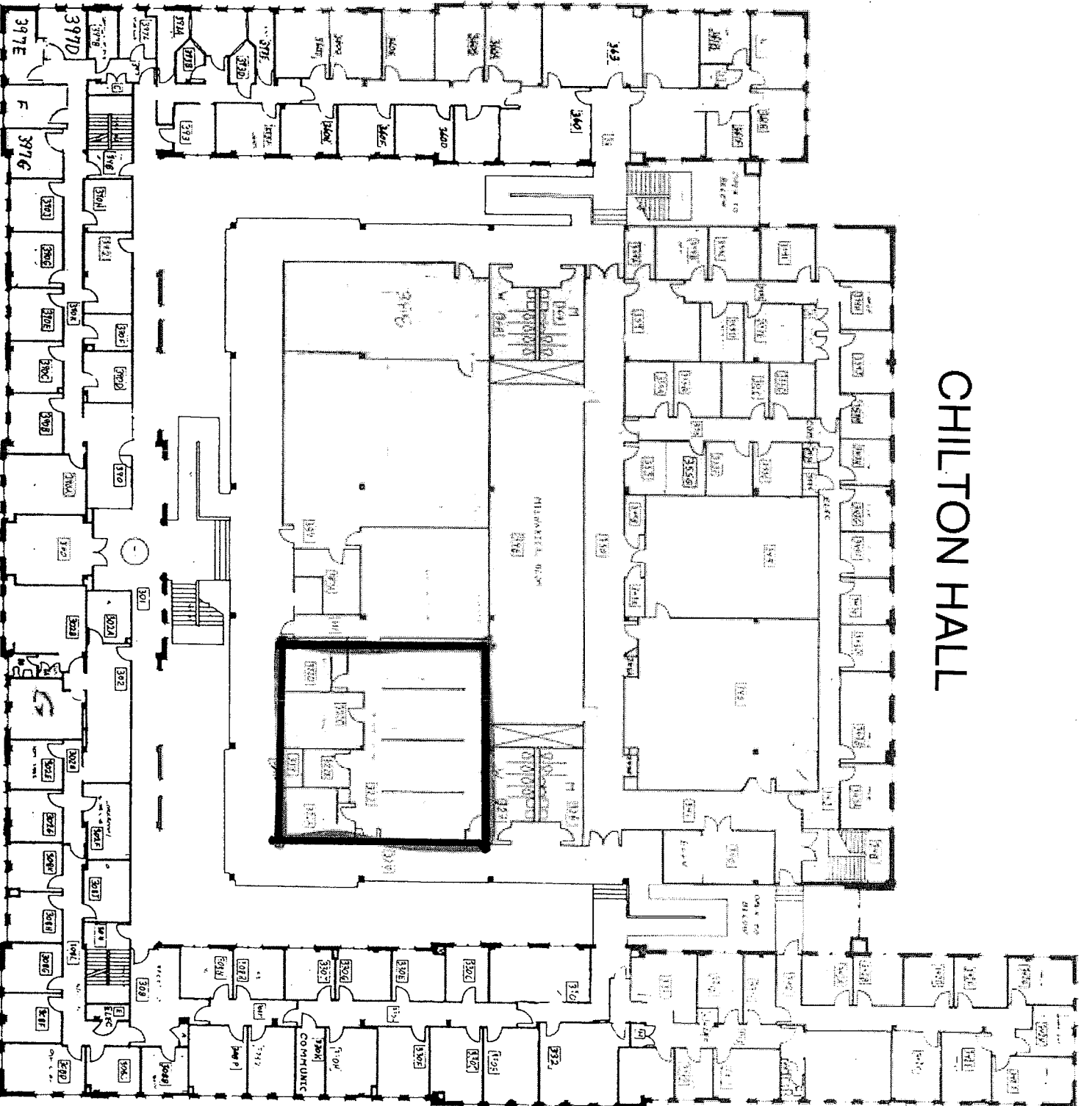
→ N



MEN'S GYM #0116

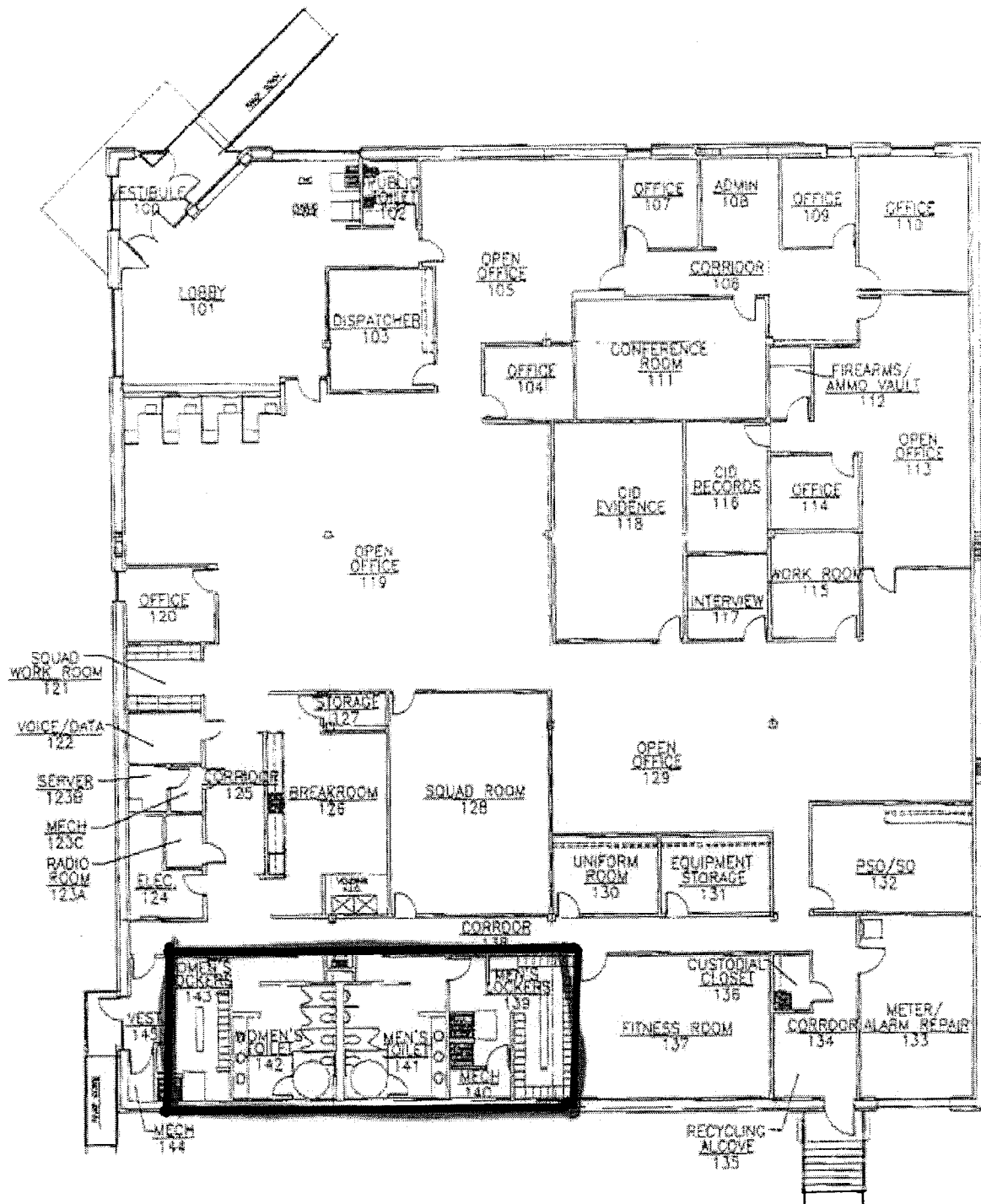


CHILTON HALL



SULLIVANT PUBLIC SAFETY CENTER

Building # 0313



6912 - 6881

ATTACHMENT "A"

TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE SOLICITATION:

1.0 Response Requirements:

- a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- b. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
- c. Responses should be submitted on this form. Responses should be time stamped at University of North Texas a on or before the hour and date specified for the response opening.
- d. Unsigned responses will not be considered under any circumstances. Person signing response must have the authority to bind the firm in a contract.
- e. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.
- f. Response prices are requested to be firm for UNT's acceptance for 90 days from response opening date. "Discount from list" Responses should be specified. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
- g. Respondents should give Payee ID Number, full firm name, and address of respondent on the face of this form. Enter in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the following:

Enter Federal Employer's Identification Number_____

- h. Response cannot be altered or amended after opening time. Alterations made before opening time should be initialed by respondent or his authorized agent. No response can be withdrawn after opening time without approval by UNT based on an acceptable written reason.
- i. Purchases made for UNT use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.
- j. UNT reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the response to best serve the interests of UNT.
- k. Consistent and continued tie Response could cause rejection of offers by UNT and/or investigation for antitrust violations.
- l. **CAUTION: FACSIMILE FOR RESPONSE**--Solicitation allows sufficient time for receipt of the preferred mail response. UNT offers facsimile (FAX) service as a convenience only. The telephone number for FAX submission of Responses is located on page one of the Solicitation. This is the only number that is to be used for the receipt of faxed Responses. UNT shall not be responsible for failure of electronic equipment or operator error. Illegible, incomplete, or otherwise non-responsive responses will not be considered.

- m. QUOTATIONS AND RESPONSES: Any quotation number referenced is for pricing purposes only. In addition, UNT's solicitation terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through UNT's Purchasing and Payment Services department in writing are not binding on either party.
- n. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
- o. Unless otherwise specified, items offered shall be new and unused.
- p. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
- q. Samples, when requested, must be furnished free of expense to UNT. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample should be marked with respondent's name and address, and requisition number. Do not enclose in or attach offer to sample.
- r. UNT will not be bound by any oral statement, or representation contrary to the written specifications of this RESPONSE.
- s. Manufacturer's standard warranty shall apply unless otherwise stated in the RESPONSE.

1.2 Tie Responses: Awards will be made in accordance with TAC, Title 34, as amended

1.3 Delivery:

- a. Show number of days required to place material at UNT's designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
- b. If delay is foreseen, respondent shall give written notice to UNT. Vendor must keep UNT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes UNT to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- c. No substitutions permitted without written approval of UNT's Purchasing & Payment Services Office.
- d. Delivery shall be made during normal UNT working hours only, unless prior approval has been obtained from UNT's Purchasing & Payment Services Office.

1.4 Inspection and Tests: All goods will be subject to inspection and test by UNT. Authorized UNT personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the response or on samples taken from regular shipment. All costs shall be borne by the respondent in the event products tested fail to meet or exceed all conditions and requirements in this Solicitation. Goods delivered and rejected in whole or in part may,

at UNT's option, be returned to the respondent or held for disposition at respondent's expense. Latent defects may result in revocation of acceptance.

1.5 Award of Contract: A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until they are accepted through a UNT's purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Any legal actions must be filed in Denton County, Texas.

- a. An award is made to the vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered by some of the criteria listed below:
 - i. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
 - ii. The purchase price;
 - iii. The reputation of the vendor and of the vendor's goods or services;
 - iv. The quality of the vendor's goods or services;
 - v. The extent to which the goods or services meet UNT's needs;
 - vi. The vendor's past relationship with UNT and its component institutions;
 - vii. The impact on the ability of UNT to comply with laws and rules relating to historically under utilized business;
 - viii. The total long-term cost to UNT of acquiring the vendor's goods or services;
 - ix. And any other relevant factor that a private business entity would consider in selecting a vendor.
- b. DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than 30 days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract
- c. If a "best offer" vendor shows not to be in "good standing" this agency may reject the response and award to the next best response.
- d. The UNT reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever the UNT, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of the UNT.
- e. Delivery may be a factor in this award.

1.6 Payment Terms: UNT shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas—Payment Services; 1155 Union Circle # 310499, Denton, Texas 76203-5017.

- a. Payment on any contract will be withheld from Respondent if Respondent is determined to be more than 30 days delinquent for Child Support.
- b. Successful respondent shall be responsible for referencing the purchase order number(s) resulting from this response on any invoice(s) packing list(s), correspondence etc. Invoicing must coincide to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Response is subject to disqualification if respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the University is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.

1.7 Patents and Copyrights: The vendor agrees to protect UNT from claims involving infringement of patents or copyrights.

1.8 Vendor Assignments: Vendor hereby assigns to UNT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann Sec. 15.01, et seq. (1967). Inquiries pertaining to Solicitations must give requisition number, codes, and opening date.

1.9 Respondent Affirmation: Signing this response with a false statement is a material breach of contract and shall void the submitted response or any resulting contracts, and the respondent shall be removed from all bidder lists. By signature provided below, the respondent hereby affirms and certifies that:

- a. The respondent 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 response.
- b. The respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- c. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, 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 offer made to any competitor or any other person engaged in such line of business.
- d. The respondent has not received compensation for participation in the preparation of the specifications for this solicitation.
- e. Under Section 231.006(d), Family Code (relating to child support), the respondent certifies that the individual or business entity named in this offer 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.
- f. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- g. Respondent certifies that they are in compliance with Section 669.003 of the Government Code, relating to contracting with the executive head of a State

agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State agency: _____

Position with respondent: _____

Date of employment with respondent: _____

1.10 Pursuant to Section 231.006 of the Family Code, response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

1.11 Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.

a. DISPUTE RESOLUTION: Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.

i. Any contractual claim of respondent that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, respondent shall submit written notice, as required by subchapter B, to Joey Saxon, Director Purchasing and Payment Services. Said notice shall specifically state that the provisions of Chapter 2260, of subchapter B, are being invoked. Compliance by respondent with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

ii. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is respondent's sole and exclusive process for seeking a remedy for any and all alleged contractual claims if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

iii. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the University of North Texas System and its component institutions nor any conduct of any representative of the

University of North Texas System and its component institutions hereafter shall be considered a waiver of sovereign immunity to suit. The submission, processing, and resolution of respondent's claim is governed by the published Rules adopted by the Texas Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by respondent, in whole or in part. The designated individual responsible on behalf of the University of North Texas for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of H.B. 826 of the 76th Texas Legislature shall be Joey Saxon, Director Purchasing and Payment Services.

- iv. **VENUE AND SERVICE OF PROCESS:** Venue and service of process for suits involving UNT is governed by Section 105.151 of the Texas Education Code.
- b. **EXCESS OBLIGATIONS PROHIBITED:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which UNT applies annually. This Purchase Order may be canceled at any time without penalty if legislative and/or university funds are not appropriated for goods or services obligated on the Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year.)
- c. Any quotation number from Respondent that is referenced on a response shall be for pricing and specification purposes only, and UNT's terms and conditions for responses shall still be applicable. Any alternate or additional terms and conditions not accepted through UNT's Purchasing & Payment Services Department in writing are not binding on either party.
- d. **CANCELLATION:** Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by UNT for some other reason through no fault of the vendor, the vendor will be contacted.
- e. **PRICING:** must be firm for 90 calendar days (minimum). Specification may indicate longer if required.
 - i. Prices are the maximum and UNT shall be protected against any increase in price during the term of the contract. If there is a reduction in the price during the term of the contract the price to UNT shall be reduced in the same amount.
 - ii. Respondents must give unit prices for each item to be purchased. Respondents may response less than the total number of items. An "All or None" response by Respondent may be rejected at the option of UNT.
- f. **MISCELLANEOUS:** The laws of the State of Texas shall prevail including the Public Information Act. Any order is not confidential. All transactions associated with this Order may be subject to audit. Vendor by accepting this Order agrees to allow access to all records regarding this transaction upon written request by the UNT Internal Auditors and/or the Purchasing and Payment Services department.
- g. **RESPONSE RESULTS:** It is not the policy of UNT to furnish results over the telephone. For information regarding pricing summaries, provide a self-addressed

stamped envelope or fax your written request to receive a copy of the response tabulation results.

- h. CENTRALIZED MASTER BIDDERS LIST ("CBML"): The University of North Texas (UNT) utilizes the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) for Historically Underutilized Businesses (HUB). If your firm is not on the "CMBL" check via the Internet at us to: <http://www.window.state.tx.us/procurement/> Non-HUB vendors are identified from various sources including the CBML.

1.12 INDEMNIFICATION: Vendor further agrees to indemnify, defend, and hold harmless the University of North Texas (UNT), its Board of Regents, officers and employees, from and against any and all claims, actions, suits, demands, proceedings costs, liability, injuries, damages or allegations of such brought by an act or omission of vendor or vendor's employees and/or subcontractors or due to vendor's product or services. This indemnification shall include but not be limited to acts or omissions related to environmental hazards.



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Solicitation #: _____

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- ☐ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

Enter your company's name here: _____ Solicitation #: _____

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note:** Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note:** Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note:** Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	%	\$	☐ - Yes ☐ - No*
_____	_____	%	\$	☐ - Yes ☐ - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- ☐ - **Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- ☐ - **No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

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SECTION 10 - AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date