

UNIVERSITY OF NORTH TEXAS™

INVITATION FOR BID

HUB SUBCONTRACTING PLAN REQUIRED

Invitation for Bid #:

Invitation for Bid Name:

IFB DUE DATE AND TIME:

IFB PUBLIC OPENING DATE & TIME:

IFB752-10-661ER

Temporary Personnel/Skilled Labor Services

July 31, 2009 @ 2:00PM

August 4, 2009 @ 2:30PM

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 delivery to dept.)

University of North Texas

Purchasing and Payment Services

1155 Union Circle # 310499

Denton, Texas 76203-5017

INSTRUCTIONS FOR A FACSIMILE RESPONSE:

Facsimile responses will not be accepted for this bid.

If there are any questions regarding this IFB, please contact Elaine Robbins 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 22, 2009 at 3:00PM CST. All questions and answers will be posted to the website by 5:00PM CST, July 24, 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.

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 at Attachment "B".

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 962-69)

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 **temporary personnel/skilled labor services** 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.

Service to begin September 1, 2009 thru August 31, 2010.

1.1 Pricing and Job Descriptions: See Exhibit 1.

1.2 Option to Renew and Escalation Clause: It is agreed that the University of North Texas shall have the option to extend the contract for 3 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.

If market conditions exist which dictate an increase, the successful bidders must submit documentation requesting permission to increase pricing 30 before an extension becomes effective. 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 (2%) percent non-cumulative with the original proposal being used as the base figure.

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%.

1.3 Contact Person: Vendor must provide a person for UNT departments to contact regarding classification of employee needed and dates of employment prior to issuance of a purchase order.

Contact Person: _____
Telephone: _____

1.4 Training: All temporary employees furnished to UNT must successfully pass all training in the respected field before being sent to the university to work.

1.5 Employment Conditions: The temporary employee is expected to adhere to all policies and procedures of UNT. UNT may terminate the employment of the temporary employee at any time and will notify the employing agency of the action.

1.5.1. Hours: Office personnel will be 8:00 am to 5:00 pm Monday through Friday with an hour for lunch, unless different hours are arranged with the vendor and specified in the purchase order prior to the start of employment.

1.5.2. Overtime: Employment at UNT is based on a 40 hour work week rather than an 8 hour work day. UNT does pay overtime for more than 40 hours worked per week, but does NOT pay more than the contracted rater per hour for holidays worked when UNT is open.

1.6 Insurance and Bonding: The vendor must furnish with the bid response, proof of insurance and bonding in the State of Texas. The vendor will assume all responsibility for the employment administration of the employees assigned to UNT, including the withholding of proper taxes and payment of wages, employer contributions for FICA and federal and state unemployment taxes and the provision of worker's compensation, fidelity and liability insurance coverage.

1.7 Equal Opportunity Employment: The vendor must furnish with the bid response, proof of commitment to a program of Equal Employment Opportunity.

2.0 HUB SUBCONTRACTING OPPORTUNITIES AND FORMS:

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

UNT has not been able to identify any opportunities at this time.

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 Hub Coordinator 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.)**

Elaine Robbins
Purchasing Specialist
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)**

Elaine Robbins
Purchasing Specialist
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:

Elaine Robbins
Purchasing Specialist
University of North Texas
Purchasing and Payment Services
1155 Union Circle # 310499
Denton, Texas 76203-5017
Elaine.robbs@unt.edu
940-565-2503

Please 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 22, 2009 at 3:00PM CST. All questions and answers will be posted to the website by 5:00 pm CST, July 24, 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 **Tuesday, August 4, 2009, promptly at 2:30PM. Location shall be University of North Texas, University Services Building (USB), Purchasing and Payment Services Conference Room, 2310 N I-35E, Denton, TX.**

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: _____

IFB752-10-661ER
EXHIBIT 1
PRICING AND JOB DESCRIPTIONS

TITLE	GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS	Hourly Rate
Accounting Clerk	- Processes payroll/various account ledgers; controls budgets; posts; reconciles; types/data entry; spreadsheet use - mathematical ability plus bookkeeping experience; - Adding machine/calculator, typing/word-processing; spreadsheets	
Accountant	- Audits internal financial records; adjusts journals; solves complex problems; supervisory experience; - mathematical ability plus bookkeeping experience; - Adding machine/calculator, typing/word-processing; spreadsheets; - Knowledge of State/local government accounting procedures.	
Cashier	- Greets customers; receives money; makes change; balances receipts; answers phone - mathematical ability plus bookkeeping experience; - Adding machine/calculator, typing/word-processing; - Must be bonded	
Admin. Secretary	- Coordinates unit business and personnel records processing; researches/drafts technical reports; assists with budget, approves expenditures; develops/maintains policies/procedures for academic business/clinical research programs; supervisory functions; uses word processor, software, and/or typewriter to prepare letters, reports, and manuscripts (academic, business, clinical, and research units); composes, proofs, corrects, signs off-routine/special letters for administrator; creates and manages confidential, highly complex files; sets meetings, agendas, travel and appointments; serves as liaison for administrator to agencies, committees, government and public. - mathematical ability plus bookkeeping experience; - Adding machine/calculator, typing/word-processing; spreadsheets - Public relations/reception experience	
Clerk	- Routine filing; data entry; sorts, distributes, packages mail; answers phone; greets public; makes appointments; collates, codes, sorts, stuffs; makes copies and change - Able to read, write, add, subtract, multiply, divide - In a printing environment must be able to staple, collate, sort, stuff envelopes, pack cartons.	
Clerical Specialist	- Manages special/complex files/records; researches/prepares reports; greets public; answers phone; orders supplies and keeps inventory; codes data; enters/verifies coded data onto keyboard - mathematical ability, knowledge of office practices/procedures; - legal terminology optional	

TITLE	GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS	Hourly Rate
Computer Operator	- Operates mainframe/network computers and/or peripheral equipment on production runs; mounts tapes; files; cleans equipment; solves problems; distributes output - Able to read, write, add, subtract, multiply, divide, calculate fractions/decimals/percentages plus mainframe/network computer equipment operations	
Database Administrator	- Minimum of three (3) years database design experience at both the conceptual and detail level. - Aids in establishing and implementing data base standards for backups, restores, reorganizations, physical change, monitoring, tuning, etc. - Extensive design and analysis experience	
Office Assistant	- Works under the direction of others, performs clerical tasks, processing of materials and information, including financial, budgetary and academic records and statements - Knowledge of office practices and procedures - Experience operating basic office machines and equipment	
Administrative Assistant	- Works under minimal supervision and typically reports directly to department head or administrator, uses word processor/software/typewriter to prepare letters, reports and/or manuscripts (academic/business/clinical/research units); composes, proofs, corrects, signs letters; researches/drafts reports; creates/maintains files; sets agendas/expenditures; greets public; screens calls; supervisory experience - Research and analyze material, information, programs and procedures and policies, prepares documentation, proposals, administer budget. - Able to read, write, add, subtract, multiply, divide, plus typing/word processing/software, knowledge office practices and procedures, customer service to include public relations/reception, and experience in budgeting	
Planner	Supports any number of projects or programs with regard to planning and control functions. This may involve schedule creation and maintenance, resource forecasting and tracking, budget development and tracking, metric collection and tracking and reporting.	
Projects Coordinator	- Updates and maintains project schedules. Maintains log of items such as technical issues, program changes and their status with respect to quality and test process. - Manages and maintains team documents, attends project meetings as required, and assists managers in project planning activities. - Has extensive office experience in one or more specific software applications.	
Project Manager	Responsible for guiding projects from inception through completion, with consideration of a number of various and opposing factors, including customer specifications, product performance, schedule and budget. Must be able to work with many different departments and facilitate regular meetings to ensure the progress of the project by resolving conflicting requirements. Should possess strong leadership, organizational and motivational skills.	
Programmer Analyst	- A minimum of three (3) years programming and systems experience. - Proficient in multiple computer languages, other high/low level languages - Able to design, program and implement large complex computer application systems.	

TITLE	GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS	Hourly Rate
Banquet Server	- Responsible for setting tables, including placing flatware, napkins, glassware, and all accompaniments on service tables; serve and clear up to four course meals in addition to beverages for up to 30 guests per server; must be able to carry a tray with 8-10 meals; clean up after the event, which may include operating a dish machine - Experience necessary is having worked at least 2-3 shifts as a banquet server. - Required to wear black slacks or skirts, dark socks, black shoes, and a clean white dress shirt with a collar.	
Bus Person	Clears off tables and thoroughly and properly cleans table after use; sets table with plates, silverware, napkins as required for meal being served; disposes of trash	
Cook	Experience in large-scale cooking, 500 or more portions of a recipe; prepares recipes from measured ingredients utilizing proper technique; works with large scale kitchen equipment, including steam kettles, fryers, slicer, griddles, etc; assists with proper storage of foods and cleaning of equipment	
Custodian	Experience in custodial duties preferred; operates large conveyor-type dish machine, pots and pans machine, floor machines; dust clean windows, sweep and mop floors; clean large scale kitchen equipment; disposes of trash; may work off of ladders; may supply beverages, hot food and clean dishes to food serving areas	
Dishwasher	Knowledge of proper food service sanitation guidelines is required; operates large conveyor type dish machine or pot and pan machine; cleans large scale kitchen equipment; loads and sores dishes in their proper area; sweeps and mops floors	
Food Service Attendant	- Experience in working and serving food in a large-scale food operations preferred; public contact experience preferred - Serves customer's food in the proper portion in a polite and courteous manner; prepares dishware and table ware for washing; wipes up spills and maintains assigned work area	
Food Service Worker	Previous experience in working and serving food in a large scale food operation; sets up cafeteria line and food service areas; re-supplies food from the kitchen; serves customers' food in the proper portion and in polite and courteous manner; prepares dishware and table ware for washing in either the dining room or at an assigned location in the dishroom; wipes up spills and cleans assigned work area.	
Host/ Hostess	Experience with public contact required; greets customers in polite, courteous manner; seats customers in accordance to written procedures.	
Waiter/ Waitress	Experience with public contact is required; must be able to recite daily specials to customers and take customer food orders in a polite thorough, timely and courteous manner	

TITLE	GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS	Hourly Rate
Telecommunication Foreman	Supervises operations of the work force responsible for the installation, repair and maintenance of communications pathways and cables. Has direct overall responsibility for productivity and quality of work and is accountable for optimizing efficiency of assigned technicians. Duties include staffing, maintaining compliance with codes and standards and ensuring all necessary tools and materials are available for jobs. Works directly with Telecommunications Manager for all aspects of job planning and scheduling and notifies immediately should changes to plans and/or schedule occur. Reports time and materials to manager daily. Must be able to write legibly, have the ability to maintain neat and accurate records, effectively converse and deal with university employees and contractors in a business-like manner, work with minimum supervision and follow written and oral instructions. Communicates with other work groups, customers and vendors on completed work and requests various information regarding new work assignments. Must meet specific quality and safety standards.	
Telecommunication Technician	Required to perform both installation and repair work. Must meet specific quality, production and safety standards. Must be able to read and interpret engineering plans, cut sheets, work orders and trouble reports. Duties include but are not limited to: Installs, rearranges, repairs and removes communications facilities. Performs some repetitive routine tasks. Works with small hand tools, heavy-duty power tools, and mechanical equipment and test equipment in the installation, testing, identification repair and connection of communications facilities. May be required to enter tunnels, buildings, trenches, crawl spaces, manholes and work at heights either in a boom truck or handle and climb ladders and/or stepped poles or non-stepped using climbers as required to perform duties.	
Telecommunication Installer	Constructs, rearranges, removes and repairs all types of communications cabling as required. Assists splice technician and other members of work group as needed. Handles and transports material, supplies and work equipment. Operates truck and special equipment as required. Works with small hand tools and heavy-duty power tools. Performs other duties as assigned. May be required to enter tunnels, buildings, trenches, crawl spaces, manholes and work at heights either in a boom truck or handle and climb ladders and/or stepped poles or non-stepped using climbers as required to perform duties.	

TITLE	GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS	Hourly Rate
Warehouse Clerk 1	● Receiving (unloading trucks), storing and filling orders and arranging for delivery of stocked material; warehousing various types of materials and supplies in a large warehousing operation; initiating stock requisitions for stock replenishments; handling and processing order forms; packaging material; cleaning storeroom and keeping stock neat and orderly ● Able to read, write, add, subtract, multiply and divide ● 6 months experience in storeroom work ● Must be service oriented ● Must be able to lift and carry a minimum of 75 lbs. ● Experience/ability to use both manual and electric material handling equipment	
Warehouse Clerk 2	● Responsible for receipt, storage and delivery of various types of materials and supplies in a large warehousing operation; maintain adequate inventory levels; initiating stock replenishments; filling over the counter orders; process related paperwork; checks quantity and quality of received goods for specifications; promotes good customer relations. ● Able to read, write, add, subtract, multiply, divide, calculate fractions/decimals/percentages ● 12 months experience in storeroom and warehouse work ● Must be able to lift and carry a minimum of 75 lbs. ● Experience/ability to use both manual and electric material handling equipment	
Commercial Driver	● Responsible for pick-up and delivery of materials and equipment to various campus locations; loads, unloads freight vehicles at proper locations and maintains records of delivery and pick ups; plans, organizes, schedules and performs complex delivery work; cleans and maintains dock area; washes and waxes trucks; adds oil and fills with gas ● Able to read, write, add, subtract, multiply and divide ● Must be able to lift and carry a minimum of 75 lbs. ● Experience/ability to use both manual and electric material handling equipment ● May require Commercial Drivers License with hazardous materials endorsement	
Groundskeeper	● Performs a variety of landscape maintenance duties to maintain campus grounds; includes mowing, trimming, emptying trash, removing litter and debris; spreading mulch around trees, shrubs and flowers. ● Prior experience in grounds maintenance desired; knowledge of lawn maintenance and safety practices desired	

TITLE	<i>GENERAL FUNCTIONS AND MINIMUM QUALIFICATIONS</i>	Hourly Rate
Class A Mechanic	● Requires highly skilled person wherever precision measuring tools are needed; such as a micrometer or a dial indicator; ● Should be able to perform any lower graded skill operation as well.	
Class B Mechanic	● Requires person with limited skills wherever simpler measuring tools are needed such as a pressure gauge or dwell-tachometer.	
Class C Mechanic	● Requires person with basic knowledge such replacing parts where an adjustment is generally not needed, lubrication, shocks, etc.	
Car Wash/Building Maintenance	● Person with basic knowledge of washing vehicles, detailing vehicles, sweeping shop bay area, cleaning shop equipments, emptying and carrying out trash and assisting mechanics if needed.	

SKILLED LABOR

TITLE	<i>SKILL LEVEL</i>	Hourly Rate
Carpentry	● Helper ● Apprentice ● Journeymen ● Leadmen	
Plumbers	● Helper ● Apprentice ● Journeymen ● Leadmen	
Painters	● Helper ● Apprentice ● Journeymen ● Leadmen	
Electrical	● Helper ● Apprentice ● Journeymen ● Leadmen	
HVAC	● Helper ● Apprentice ● Journeymen ● Leadmen	
General Labor	● Helper ● Apprentice ● Journeymen ● Leadmen	
Roofer	● Helper ● Apprentice ● Journeymen ● Leadmen	
Concrete	● Helper ● Apprentice ● Journeymen ● Leadmen	
Masonry	● Helper ● Apprentice ● Journeymen ● Leadmen	

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.