



**STEPHEN F. AUSTIN
STATE UNIVERSITY**
THE UNIVERSITY OF TEXAS SYSTEM
NACOGDOCHES, TEXAS

PROCUREMENT AND BUSINESS SERVICES
P. O. Box 13030
NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP NUMBER
PEST CONTROL-2024

ADDENDUM NO. 3

Dated: 1/29/24

PROPOSAL MUST BE RECEIVED BEFORE:
5:00 PM, TUESDAY FEBRUARY 20, 2024

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Business Services
P. O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Stephen F. Austin State University
Procurement and Business Services
2102 Alumni Drive, Austin Bldg., Room 131
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **Stephen F. Austin State University Procurement and Business Services** before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:

Nicole Ivancic
Purchasing Manager
Stephen F. Austin State University
Procurement and Business Services
936.468.4472
email: ivancickn@sfasu.edu

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #PEST CONTROL-2024**

ADDENDUM NO. 3

**THIS ADDENDUM MUST BE ACKNOWLEDGED IN ORDER FOR THE RESPONSE TO
RECEIVE CONSIDERATION. FAILURE TO ACKNOWLEDGE THE ADDENDUM WILL
RESULT IN DISQUALIFICATION OF THE RESPONSE.**

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**PROPOSAL MUST BE RECEIVED BEFORE:
5:00 PM, TUESDAY FEBRUARY 20, 2024**

1. PROPOSAL DUE DATE HAS NOW BEEN EXTENDED TO **5:00 PM, TUESDAY
FEBRUARY 20, 2024**
2. Service Schedule/Specifications – Exhibit C REVISED (See page 2)
3. Financial Proposal – Exhibit D REVISED (See pages 5-7)

EXHIBIT C-SERVICE SCHEDULE/SPECIFICATIONS

Service will be limited to the times designated for each area as set out in this bid. Treatments must be scheduled through the designated Director. SFA expects flexibility on the part of the contractor in setting and changing service schedules as required so that there is minimum operation interference. SFA agrees to provide access to all areas at all locations as required during the agreed upon service times in accordance with the attached specifications listed herein.

The frequency of treatment shown on this schedule is based on estimated needs. SFA reserves the right to increase or decrease frequencies to meet actual needs.

UNIVERSITY STUDENT CENTER

Student Center Building

The entire building shall be fogged underneath a minimum of THREE TIMES PER YEAR. Spot treatment spraying shall occur as needed and billed at the contracted hourly rate.

The entire Student Center Building shall be fogged underneath during the following times:

- a) Christmas break (approx. December 24, 2024 through December 29, 2024)
- b) Immediately following the Spring Semester (approx. May 12, 2024, through June 2, 2024)
- c) Prior to beginning of Fall Semester (approx. August 18, 2024, through August 25, 2024)

Treatment must be scheduled through the Student Center Director. The Student Center Contact is Nick Stallworth (936) 468-1373. A Pest Control Form must be signed by the Director or their representative. An unsigned form will make any invoices for that day's work null and void. Invoices will not be paid without the approval of the Student Center Associate Director or another authorized University representative.

ALL FOOD SERVICE AREAS

All Food Service areas are to be treated TWICE PER MONTH

Minimum service shall include spraying underneath, behind, and in-between all equipment; the entire eating area; and all storage areas.

- a) Christmas break (approx. December 24, 2024 through December 29, 2024)
- b) Immediately following the Spring Semester (approx. May 12, 2024, through June 2, 2024)
- c) Prior to beginning of Fall Semester (approx. August 18, 2024, through August 25, 2024)

Because of the timing of food preparation, bi-weekly treatment must be scheduled through each Area Director. A Pest Control Report Form must be filled out for each Food Service Area and signed by the Area Director or his representative, and sent in with the invoice. Any unsigned forms will make that area's invoice amount null and void for that day's work. Invoices will not be paid without the approval of the Food Service Director or another authorized University representative.

RESIDENCE HALLS

All residences are to be treated a minimum of three (3) times during the calendar year. The times specified are when the residence halls are empty between semesters. All the residence halls shall be treated during each of these two-to-three-week periods.

- a) Christmas break (approx. December 24, 2024 through December 29, 2024)
- b) Immediately following the Spring Semester (approx. May 12, 2024, through June 2, 2024)
- c) Prior to beginning of Fall Semester (approx. August 18, 2024, through August 25, 2024)

Minimum service shall include fogging all basements and mechanical rooms and spraying all student rooms, mechanical rooms, lobbies, etc., and thorough bed bug inspection of all beds, bedding, bedside tables, closets, and other vulnerable areas. This service shall be guaranteed for four (4) months with call-backs at no additional charge. Infestations shall be checked and treated daily until they are brought under control.

RESIDENCE LIFE HOUSING OPERATIONS BUILDING

Building to be treated 3 times per year

Treatment shall be scheduled through the Housing Operations Manager (located at 1924 University Drive) contact Bradley Cobb, 936-468-6601 or 468-6602. A Pest control Report Form shall be filled out for each dormitory and signed by the Housing Operations Manager or his representative, and sent in with the invoice. Any unsigned reports will make that dorm's invoice amount null and void.

Invoices will not be paid without the approval of the Operations Manager or another authorized University representative.

SFASU PATIO SQUARE APARTMENTS

All apartment complexes are to be treated QUARTERLY.

Minimum service shall include fogging underneath apartments; spraying lobby and basement of apartments; fogging all mechanical rooms; and spraying all rooms, including laundry houses, thorough bed bug inspection. This service shall be guaranteed for three (3) months with call backs at no additional charge. Infestations shall be checked and treated daily until they are brought under control.

Treatment shall be scheduled through the Student Center Director. The Student Center Contact is Nick Stallworth (936) 468-1373. A Pest control Report Form must be filled out for and signed by the Associate Director or his representative, and sent in with the invoice. Any unsigned reports will make the invoice amount null and void. Invoices will not be paid without the approval of the Director or another authorized University representative.

Ralph W. Steen Library

Treatment shall be monthly by either rotation spraying of one of each of the (4) four floors each month or by a complete building treatment. All work is to be scheduled through Jeanne Porterfield (936)-468-1085.

Other Buildings as requested-Additional SPOT Treatment:

To provide spot spraying for other buildings both on and off campus or areas NOT specified that would be requested on a "call out" basis for particular areas or departments (offices) with a specific treatment need as requested. The first follow up visit for inspection related to a requested treatment area to be provided at no additional charge including required call backs.

EXHIBIT D- FINANCIAL PROPOSAL

Having carefully reviewed the specifications and related documents affecting the proposal to provide pest control services to Stephen F. Austin State University, the undersigned submits the following Financial Proposal in accordance with the Request for Proposal documents:

Respondent Name: _____

Authorized Signature: _____

BAKER PATTILLO STUDENT CENTER

224,021 sq ft, fogging under building
3X per year

\$ _____ /treatment

ALL FOOD SERVICE AREAS

Excluding the non-food service areas of the Baker Pattillo Student Center
Monthly Treatment Required
(Twice Per Month)

Student Center Cafeteria, 20,448 sq.ft.	12 mos.	\$ _____	/mo.
Salty Tom's, Sal's, 1,664 sq ft	12 mos	\$ _____	/mo
Chick-Fil-A, 713 sq ft	12 mos	\$ _____	/mo
Starbucks, 492 sq ft	12 mos	\$ _____	/mo
Ace Sushi, approx. 1,000 sq ft	12 mos	\$ _____	/mo
Panda Express, approx 1,000 sq ft	12 mos	\$ _____	/mo
Tu Taco, approx. 1,000 sq ft	12 mos	\$ _____	/mo
Student Center Convenience Store, 1,050 sq ft	12 mos	\$ _____	/mo
Movie Concession stand, 112 sq ft	12 mos	\$ _____	/mo
Library/ Einstein Brothers Bagels, approx 600 sq ft	12 mos	\$ _____	/mo
East College Cafeteria, 42,480 sq ft	12 mos	\$ _____	/mo

RESIDENCE HALLS

Student rooms -estimates provided

3 treatments per year required

Mays Hall	1950	30,156 sq.ft.	86 rooms	\$ _____	/treatment
Wisely Hall	1935	27,456 sq.ft.	52 rooms	\$ _____	/treatment
North Hall	1960	17,407 sq.ft.	52 rooms	\$ _____	/treatment

South Hall	1960	17,407 sq.ft.	54 rooms	\$	/treatment
Griffith Hall	1965	93.133 sq.ft.	270 rooms	\$	/treatment
Hall 10	1963	26,928 sq.ft.	72 rooms	\$	/treatment
Hall 14	1964	69,595 sq.ft.	220 rooms	\$	/treatment
Steen Hall	1968	128,382 sq.ft.	382 rooms	\$	/treatment
Kerr Hall	1968	93,133 sq.ft.	270 rooms	\$	/treatment
Hall 20	1985	93,133 sq. ft	270 rooms	\$	/treatment
Lumberjack Village:			311 units		
-Buildings 1, 2 &3		318,875 sq.ft		\$	/treatment
-Community Building		7,772 sq.ft		\$	/treatment
-Lumberjack Lodge		126,327 sq.ft	102 units	\$	/treatment
-Lumberjack Landing			210 units	\$	/treatment

SFASU APARTMENTS

Quarterly treatments required

Patio Square Apartments	\$	/treatment
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Residents live in the apartments year-round, and they are notified properly of the agreed upon time of treatment. If residents refuse treatment, the Contractor is to notify the Housing Operations Manager within 24 hours of the refusal. Upon dealing with the situation, the Contractor will be scheduled to complete the job at a later time.

**Residence Life Housing
Operations Building**

\$	/treatment
----	------------

30,644 sq ft

Ralph W. Steen Library

Monthly Pest Control treatments required

12 mos	\$	/mo
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237,044 sq ft

ADDITIONAL SPOT**TREATMENT:**

\$ _____ /per hour

Respondents are requested to provide pricing for additional "spot spraying" for other buildings both on and off-campus or areas NOT specified on this service that would be requested on a "call out" basis for particular areas or departments (offices) with a specific treatment need. **First follow up visit to be provided free of charge.**

ADDITIONAL SPOT TREATMENT-FOLLOW UP VISIT:

\$ _____ /per hour

ADDITIONAL FLEA TREATMENTS FOR RESIDENCE HALLS:

\$ _____ /treatment

Residence Halls which house therapy animals

TRAPPING AND REMOVAL OF SMALL ANIMALS:

\$ _____ /per hour

Including but not limited to: bats, squirrels, racoons, skunks, cats

Optional annual escalation rate, if any

_____ %



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REQUEST FOR PROPOSAL

RFP NUMBER
PEST CONTROL-2024

ADDENDUM NO. 2

Dated: 1/24/24

PROPOSAL MUST BE RECEIVED BEFORE:
5:00 PM, TUESDAY FEBRUARY 6, 2024

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

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ADDENDUM NO. 2

**ACKNOWLEDGEMENT OF THIS ADDENDUM IS NOT REQUIRED IN ORDER FOR THE
RESPONSE TO RECEIVE CONSIDERATION.**

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5:00 PM, TUESDAY FEBRUARY 6, 2024**

**Please note the answers to the following questions that were received by email during
the period of January 11 to January 17, 2024:**

1. **Question:** Scope of work states that resident halls, scope of work states thorough bed bug inspection of all beds, bedding, bedside tables, closets, and other vulnerable areas. Will students' personal effects be removed so bed and areas designated can be easily inspected?
Answer: SFA Housing Operations inspects the bed first, then they ask the Pest Control Company to check/spray too. Per SFA's SOP, Operations staff will work with the Pest Control Operator in pulling all items away from the wall and baseboards so that the Pest Control Operator can effectively treat the areas which include but are not limited to mattresses, desks, dressers, closets, wardrobes, carpets, rugs, chairs, light fixtures, electrical outlets, switches, baseboards of any kind, and any cracks or crevices. (See SOP in Appendix I)
2. **Question:** How many bed bug incidents did you have last year?
Answer: For Calendar Year 2023 we had 10 incidents reported of which, only one resulted in finding bed bugs; we did have Pest Control Company check each time.

Appendix I

Stephen F. Austin State University Housing Operations Standard Operating Procedure

Procedure: Eliminating Bed Bugs from a Room

Purpose: This procedure details the method(s) for inspection and treatment for a possible infestation of bed bugs within the Residence Life facilities. This procedure is mainly for 1-6 rooms or a public area found to have a bed bug infestation. Larger areas of infestation (a whole building) will encompass this procedure with a more stringent plan of action from our Pest Control Operator.

Date Procedure Written/Revised: October 29, 2020

A. If Bed bugs have been found during the inspection process -

- The Operations staff will inform Safety, Pest Control Operator, Residence Life offices and the Hall Director of the infested area(s).
- All staff must use Personal Protective Equipment (PPE) while in infected area inspecting and treating the infested area.
- The staff (Hall Director and Operations) will work with the students in an infested area to contain the area.
- The staff (Hall Director and Operations) will work with the occupants of the room/ area infected, to gather everything that is dryable. Operations staff along with the students will place items in tightly sealed garbage bags and all items will be put into dryers and set at the highest setting for no less than three dryer cycles. Operations staff will dispose of the plastic bags immediately. An inventory of the items will need to be completed and signed by the students who own the items.
- The staff (Hall Director and Operations) will interview the residents in the affected room(s) to determine what other rooms or areas that they visit regularly, or whom may have visited their room regularly. Other areas of the residence Hall or other Halls might need to be inspected if it is deemed necessary from information received in the interview.
- Pest Control Operator (PCO) and Operations Staff will be working jointly in the treatment of any bed bug infestation. QUICK AND AGGRESSIVE ACTION MUST BE TAKEN IN ORDER TO CONTAIN THE PROBLEM! MOVING PEOPLE TO OTHER LOCATIONS WITHOUT BEING VERY CAREFUL MAY MOVE THE PROBLEM WITH THEM.
- A copy of the pest control contract is in the attachment (Pest Control 09 doc).
- The current SFA pest control contract states: *"A bed bug prevention/treatment program shall be an integral part of services rendered. As the infestation of bed bugs (specifically the Cimex Lectularius L) has risen in the US the University needs to be proactive regarding the prevention of these pests in all University dorms and apartments particularly the apartments that house foreign students because of their extensive travel schedules. The Contractor shall be required to monitor and inspect all the housing dorms and apartments a minimum of 3 times per year for bed bug infestation. This inspection shall be diligent including, but not limited to, inspecting of all beds, nightstands, and closets in the housing bedroom areas, as well as all other possible hiding areas. Report any infestations and a plan of action as to how to eliminate bed bugs including all chemicals and services rendered should an infestation occur."*
- Set up the Hot Box (see equipment section).

- Operations staff will work with the Pest Control Operator in pulling all items away from the walls and baseboards so that the Pest Control Operator can effectively treat the areas which include but are not limited to mattresses, desks, dressers, closets, wardrobes, carpets, rugs, chairs, light fixtures, electrical outlets, switches, baseboards of any kind, and any cracks or crevices.
- Operations staff may need to caulk and seal any holes where pipes or wires penetrate walls and floors to prevent bedbugs from traveling outside of the room.
- The Pest Control Operator will treat any infected mattresses. Operations staff will seal infected mattress in waterproof vinyl covers and tape up the zippers with duct tape. The mattress will be immediately disposed of.
- All furniture except for mattresses will not be removed from infected area after treated to keep from infecting other areas if bugs are not exterminated.
- Go to other units and follow same procedures if there are bed bug infestations found.
- Dispose of all personal protective equipment in garbage bags, seal bag with duct tape and dispose of the garbage bag.
- Remove Hot Box and reset the room for occupancy.
- Inspect the room daily for 1-4 weeks to be sure no re-infestations occur.
- Moving the students to another area might be necessary and the Hall Director will need to make plans with the occupants for this move. The duration of the move could depend on the severity of the bed bug infestation.
- Maintain a work order record of the event.

B. Actions to prevent the further spread of bed bugs -

- All adjacent rooms, below, above and on both sides of the infested room(s) should be inspected by the Pest Control Operator and could include other areas if deemed necessary.
- Operations staff and the Pest Control Operator will consider encasing mattresses and springs with bug proof encasements not only in the infested room(s) but might want to include adjacent room(s) above, below and both sides.
- If mattresses are not found infected with bed bugs they still need to be treated, waterproof vinyl covers installed on mattress (optional in this circumstance) removed and stored, and a new mattress installed.
- Inspections should continue in any area deemed necessary until Pest Control Operator is sure of no further infestations.
- Continue the pest control long-term inspection program as stated in the Pest Control contract.
- To try and reduce the risk of bed bugs, educational information should be available to residents on the Residence Life website.
- Optional - consider the option of using canine scent detection if affected areas cannot be eradicated.
- Actions are to be documented by Operations staff on the work order.

C. Equipment -

- Personal protective equipment will include, but not limited to, gloves, eye protection, mask, shoe covers, white suit, and gloves.

- Other equipment includes duct tape, garbage bags, vacuum with HEPPA filter, vacuum filter bags, rags, water proof vinyl mattress encasements, chemicals, Sharpie, labels, Do Not Enter signs, notebook (for listing items taken from room to be washed), work order.
- Hot Box (Heat Chamber) to kill bed bugs by heat. The workings of a heat box and the equipment to build a heat box are located on page 69 of the bed bug manual located in the attachment. Below is also a list of the equipment needed to build a Hot Box (Heat Chamber).

Equipment

Oil-filled electrical space heaters

Box fans (50.8 cm diam., Lasko, West Chester, PA)

Small desktop fans

Tape

Electrical extension cords

Polystyrene sheathing board insulation (4 ft x 8 ft x 2 in, Perma "R")

Temperature monitoring equipment

- outdoor/indoor consumer digital thermometers (Acu-rite, Chaney Co.)
- temperature recorders (Hobo, Onset)
- thermocouple probes (Onset) connected to laptop computer

Bed Bugs Found Check List

- Make sure you are wearing PPE when entering room
- Check mattresses, springs and headboards for bed bugs
- If signs of bedbugs are found call pest control, Hall Director, Residence Life offices and Safety
- Tenants will need to bag bed linens and all clothes including shoes
- Tenants and operations will need to place all items in dryers for 3 cycles
- HD and Operations Supervisor will need to interview students.
- Pest control will treat infected areas.
- Operations and Pest control will inspect all surrounding rooms (apartments)
- Operations will set up bed bug box in room and heat contents of room.



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P. O. Box 13030
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REQUEST FOR PROPOSAL

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PEST CONTROL-2024

ADDENDUM NO. 1
Dated: 1/22/24

PROPOSAL MUST BE RECEIVED BEFORE:
5:00 PM, TUESDAY FEBRUARY 6, 2024

MAIL PROPOSAL TO:

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Procurement Services
P. O. Box 13030
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ADDENDUM NO. 1

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RESPONSE TO RECEIVE CONSIDERATION.**

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5:00 PM, TUESDAY FEBRUARY 6, 2024**

**Please note the answers to the following questions that were received by email during
the period of January 11 to January 17, 2024:**

1. **Question:** How often is current vendor on campus each week?
Answer: Every Monday and Thursday
2. **Question:** How many workorders are generated each week? Can you please provide sample report of workorders received and buildings and breakdown by housing, academic and foodservice.
Answer: For buildings handled by Physical Plant Department, building maintenance on academic areas occur approximately every two weeks. Answers regarding the BPSC and Housing are not currently available.
3. **Question:** Are workorders being completed at a set frequency? Ie- (sp) every Wednesday?
Answer: Currently, pest control comes to campus on Mondays and Thursdays and attend to any pest control calls that have come in since their last visit. Periodic follow ups are expected on most work orders, either to check that the pest has been controlled or to administer additional treatment if pests are still present.
4. **Question:** How many fly lights do you currently have on campus?
Answer: No known fly lights
5. **Question:** How many bait stations and interior traps do you have throughout campus?
Answer: No known traps in academic areas. Typically, no pest treatment is performed unless a department spots pests and requests treatment.
6. **Question:** In Scope of work, it states that **SFASU PATIO SQUARE APARTMENTS**, All apartment complexes are to be treated QUARTERLY. However on the pricing sheet it states a per unit price. Can you please confirm if this is as needed or quarterly. If quarterly, please confirm number of apartments and number of bedrooms.
Answer: There are 7 apartments in the Patio Square Apartments. Apartments A, B, and C are 1 bedroom apartments that are 600 sq. ft./apartment. Apartments D, E, F, and G are 2 bedroom apartments that are 900 sq. ft./apartment. Both buildings that make up the apartment complex are 5,400 sq. ft. total.
7. **Question:** Can you please confirm number of units in Lumberjack Village- Buildings 1, 2 & 3?
Answer: 311 total units
8. **Question:** Pests specifically not covered by this contract are wood-infesting insects (i.e., termites, carpenter ants, powderpost beetles, etc.) and other vertebrate pests (i.e., pigeons, squirrels, cats, bats etc.) . Where should pricing be submitted for these services?
Answer: This bid does not specify these items but could be listed as additional services to be considered.



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STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #
PEST CONTROL-2024

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Section 2 – STATEMENT OF WORK

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EXHIBITS

- Exhibit A Execution of Offer
- Exhibit B Acknowledgment of Addenda
- Exhibit C Service Schedule/Specifications
- Exhibit D Financial Proposal
- Exhibit E Contractor References
- Exhibit F HUB Subcontracting Plan

SECTION 1 INTRODUCTION

1.1 SCOPE OF PROPOSAL

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from licensed commercial pest control service to provide pest control services for all buildings and sites on the main campus and any required off-site locations of SFA and at a minimum in accordance with Section 2, Statement of Work herein. The University anticipates selecting only one vendor with whom to negotiate a final contract. SFA reserves the right to obtain services of equal type and kind from other sources during the term of the resulting Agreement without invalidating in whole or part the resulting Agreement or any rights or remedies SFA may have hereunder.

The Services are more specifically described in **Section 2** (“Statement of Work”) of this RFP.

1.2 AGREEMENT TERM

This agreement will begin after award as mutually agreed and upon executed agreement. The effective date of the agreement shall be upon last signature date. The planned start date is February 2024 an ending date of December 31, 2024. Thereafter, the term of this Agreement may be extended for four (4) additional one-year periods at the option of SFA. Contracted rates will be negotiated annually to be effective January 1 of each year.

1.3 SFA INFORMATION

Stephen F. Austin State University, the newest member of The University of Texas System, began a century ago as a teachers' college in Texas' oldest town, Nacogdoches. Today, it has grown into a regional institution comprising six colleges — business, education, fine arts, forestry and agriculture, liberal and applied arts, and sciences and mathematics. Accredited by the Southern Association of Colleges and Schools, SFA enrolls approximately 11,000 students while providing the academic breadth of a state university with the personalized attention of a private school. The main campus encompasses 421 acres that include 36 academic facilities, nine residence halls, and 68 acres of recreational trails that wind through its six gardens. The university offers more than 80 bachelor's degrees, more than 40 master's degrees and four doctoral degrees covering more than 120 areas of study. Learn more at sfasu.edu

1.4 RESPONDENT QUALIFICATIONS

The University will give preference to those qualified vendors who meet the following qualifications:

- Respondent must have at least five (5) years minimum experience in providing pest control services.
- Respondent must have all required permits mandated by the State of Texas and shall hold a Texas State Pest Control Applicator License and Master Fumigator License, if applicable, from the Texas Agriculture Department and including but not limited to other licensures as needed for performance of pest control services for the University.
- Respondents must possess sufficient resources, and be able to furnish the University with evidence of their ability to perform and provide the service needs of SFA.
- Respondent must provide experience and qualification requested information included in Section 3.6.2.F. with proposal response.

1.5 SCHEDULE OF EVENTS*

*DATE	EVENT
January 10, 2024	Issuance of Request for Proposal
January 17, 2024 by 12:00 PM	Deadline for Questions
January 19, 2024	Question and Answer Addenda Document Posted, if any
February 6, 2024 by 5:00 PM	Requests for Proposals Due
February 12, 2024	Evaluation of Proposals and Selection of Finalists and/or Negotiations
February 2024	Notification of Award

*Dates are tentative and subject to change.

1.6 OPEN RECORDS

SFA anticipates that the review of the proposals will be completed and awarded in February 2024. Due to the nature of the proposals, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and agreements, after all negotiations are completed, may be subject to open. Additionally, state law requires each contract for the purchase of goods or services to be posted on the University's website. By entering into a contract with the University, the firm acknowledges and accepts the University will comply with all applicable laws regarding the public posting of contracts.

1.7 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

SEE EXHIBIT F – HUB SUBCONTRACTING PLAN READ CAREFULLY

Each respondent is required to make a good faith effort to subcontract with historically underutilized businesses and shall submit a HUB Subcontracting Plan using the HUB Subcontracting Plan documents provided in **Exhibit F**.

Stephen F. Austin State University is committed to making a good faith effort to increase business with historically underutilized businesses (HUBs) by contracting with HUBs either directly or indirectly through subcontracting opportunities. Respondents are encouraged to actively subcontract or collaborate with HUBs in an effort to create an environment that actively acknowledges and values diversity.

The university has determined that subcontracting opportunities are probable under this contract.

The university's HUB goal for this procurement is:
26.0% for Other Services

Each HUB subcontracting plan is evaluated independently of the response. If the HSP does not reflect a good faith effort to subcontract with HUBs, the entire response is disqualified.

All questions regarding the HUB Subcontracting Plan may be directed to the HUB Coordinator, Lacey Bradshaw, 936-468-4412, Lacey.Bradshaw@sfasu.edu.

Failure to submit the HUB Subcontracting Plan will disqualify the bid from consideration.

1.8 TITLE IX

Stephen F. Austin State University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Stephen F. Austin State University-controlled property, including institutions and entities with whom Stephen F. Austin State University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Stephen F. Austin State University's Title IX investigation; and, 3) Cooperate fully with all sanctions that Stephen F. Austin State University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Stephen F. Austin State University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and termination of business or contractual relationships.

1.9 PARKING ON CAMPUS

All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking and Traffic Office supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31.

Contractor shall be responsible for obtaining parking permits from the Parking and Traffic Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Traffic Office telephone number is 936-468-7275

1.10 CONFIDENTIALITY

Pursuant to the Gramm-Leach-Bliley Act (GLBA), every Service Provider (Contractor), defined as any person or entity that receives, maintains, processes or otherwise is permitted access to nonpublic personal information as defined in 16 C.F.R. § 313.3(n), whether in paper, electronic, or other form, about a university employee or student through its provision of services directly to the university is subject to the following requirements:

a. The Service Provider (Contractor) must ensure the security and confidentiality of non-public personal information as defined in 16 C.F.R. § 313.3(n), protect against any anticipated threats or hazards to the security and integrity of such information and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any university employee or student.

b. To the extent contractor is provided Stephen F. Austin State University employee or student information owned, possessed or used by Stephen F. Austin State University and that is communicated to, learned, or otherwise acquired by Contractor in the performance of Contractor's duties and obligations under this Agreement, Contractor, its management, employees and agents agree to keep such information confidential, beginning on the date Contractor is first given access to said data and continuing through the term of this Agreement and any time thereafter. Contractor, its employees and agents shall not disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's, its management's, employees' or agents' own benefit or the benefit of another, any such confidential information, unless required by law. Contractor shall take appropriate safeguards to protect the data and limit access to such to only those representatives of Contractor that must have access for the purposes of this Agreement.

1.11 ADDITIONAL TERMS AND CONDITIONS

<https://www.sfasu.edu/docs/procurement-business-services/purchase-order-general-terms-conditions.pdf>

SECTION 2 STATEMENT OF WORK

2.1 SCOPE OF WORK

Stephen F. Austin State University, hereafter referred to as "SFA" or "the University", is seeking proposals from qualified firms or individuals for Pest Control Services ("Services") for SFA and its off-site locations. Services include, but are not limited to, control, extermination, and prevention of pests. Services are required to ensure the safety and health of SFA occupants, including but not limited to, students, faculty, staff, and guests, and to preserve SFA assets.

2.1.1. Services may be requested by any SFA department

2.1.2. Services shall be performed inside and outside of buildings that include, but are not limited to, the buildings and spaces listed in **Exhibit D** - Financial Proposal

2.1.3 Services shall be performed annually, quarterly, monthly, or as needed by SFA, and in accordance with schedule and specifications as identified in **EXHIBIT C** - SERVICE SCHEDULE/SPECIFICATIONS.

2.1.4 Services include, but are not limited to:

- Control
- Extermination
- Prevention
- Surveillance
- Capturing
- Removal

2.1.5 Comply with all terms and conditions of the final Agreement;

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

- | | |
|---|-----------------------------|
| --Silverfish | --Rat and Mouse Burrows |
| --Crickets | --Bees/Wasps |
| --Mice | --Sewer Flies and/ or larva |
| --Rats | --Moths |
| --Fleas | --Roaches |
| --Scorpions | --Mites |
| --Bed Bugs | --Spiders |
| --Ticks | |
| --Ants in and immediately adjacent to building foundations | |
| --Other occasional invaders (i.e., millipedes, earwigs, etc.) | |

2.1.7 Pests specifically not covered by this contract are wood-infesting insects (i.e., termites, carpenter ants, powderpost beetles, etc.) and other vertebrate pests (i.e., pigeons, squirrels, cats, bats etc.)

2.1.8 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 SFA.

2.1.9 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.

- 2.1.10** A bed bug prevention/treatment program shall be an integral part of services rendered. As the infestation of bed bugs has risen in the US the University needs to be proactive regarding the prevention of these pests in all University dorms and apartments. The Contractor shall be required to:
- Monitor and inspect all the housing dorms and apartments a minimum of 3 times per year for bed bug infestation. This inspection shall be diligent including, but not limited to, inspecting of all beds, nightstands, and closets in the housing bedroom areas, as well as all other possible hiding areas.
 - Report any infestations and a plan of action as to how to eliminate bed bugs including all chemicals and services rendered should an infestation occur.
- 2.1.11** 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 12 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 C specifications herein and shall be provided at no extra charge.
- 2.1.12** All areas identified in **Exhibit D** 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.
- 2.1.13** Contractor must submit a list of chemicals to be used and Safety Data Sheets (SDS) to the appropriate Director/Manager and University's Safety Officer prior to spraying in each area. Pesticides and devices used in the course of fulfillment of this service shall be limited to those products that 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. In addition, all materials to be used under this contract shall be subject to approval of SFA. The University's Safety Officer shall have final approval over all pest control methods and products.
- 2.1.14** In performance of this service, the Contractor shall protect the work area, adjacent property, and persons in a manner satisfactory to SFA 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 AS REQUIRED BY LAW.
- 2.1.15** Contractor shall maintain a file of service visit times in the office of the designated manager. Falsification of service time reports will be a basis for termination of this agreement between SFA and the Contractor.

- 2.1.16** The Procurement and Business Services Department will document all complaints from departments regarding dissatisfaction with services rendered and the Contractor will be notified regarding such complaints. Complaints may be a basis for termination of this agreement between SFA and Contractor.
- 2.1.17** Additional service specifications unique to types of treatment areas are stated in Exhibit C and **Exhibit D**.
- 2.1.18** Contractor shall ensure that all of its employees comply with all Occupational Safety and Health Administration (OSHA), and other applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of pest control services. (Reference OSHA.gov and EPA.gov)
- 2.1.19** Contractor shall ensure services are performed using [Integrated Pest Management](#) when applicable and comply with [USDA Meat and Poultry Regulations](#) when providing services in areas including, but not limited to, food preparation areas, pantries, etc.
- 2.1.20** Contractor shall provide at its own expense all equipment, labor, supervision, materials, supplies and tools to perform all services required under this RFP.
- 2.1.21** All services completed by contractor are subject to inspection and approval by SFA. If for any reason SFA is not satisfied with the services, contractor shall resolve the problem with no additional charge.

2.2 REPORTS

2.2.1 A Pest Control Report Form shall be completed and provided to the specified liaison in each department for each service listing services rendered. The form should include at a minimum the labor hours, materials used, service period, service location, pest treated, and date job completed. Reference Exhibit C for Service Schedule/Specifications. Each Pest Control Report Form must be signed by specified liaison in each department approving services provided.

2.2.2 All invoicing shall be itemized with each individual service location/department referenced and services rendered. A signed Pest Control Report Form by specified liaison in each department shall be provided with the corresponding invoice for payment processing.

2.3 INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by SFA. Acceptance of the insurance certificates by SFASU shall not relieve or decrease the liability of the Contractor.

If policies are not written for the amounts specified below (except Worker's Compensation and Employer's Liability), Contractor shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the University.

Contractor's insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers shall be named as additional insured. This is not applicable to the workers' compensation policy.

The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the University.

The workers' compensation insurance coverage must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor's policy or under the policy provided by a subcontractor. The Contractor's policy shall provide that, in the event that a subcontractor's policy fails to provide worker's compensation coverage of a worker, that such insurance coverage is provided by the Contractor's policy.

Unless otherwise provided for herein, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as follows:

INSURANCE REQUIREMENTS		MINIMUM LIMITS
Workers' Compensation (Statutory)		Statutory
Employer's Liability		\$1,000,000 Each Occur/Aggregate
Commercial General Liability		\$1,000,000 Each Occur \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations
Comprehensive Automobile Coverage		\$1,000,000 Combined Single Limit NOTE: Required where a vehicle will be used on the premises. Coverage must include: All owned, leased, hired, non-owned and employee non-owned vehicles and, where applicable, Personal Injury Protection.

2.4 CONTRACTOR'S EMPLOYMENT REQUIREMENTS

The successful Contractor shall provide appropriate staff to provide pest control services to the campus. Contractor shall be responsible for certifying that all employees have undergone a security background check, which includes criminal history, credit history, and driving records. Contractor shall provide certification upon request that employees have undergone pre-employment drug screening and that random drug screens are routinely required of all Contractor employees. Employees shall be bonded and insured by the Contractor. Employees shall wear an identifying uniform and carry photo ID badges. By submittal of this proposal respondent certifies and agrees that all employees shall be bonded.

2.5 ACCESS TO RECORDS

Contractor shall keep full and accurate records in connection with the services provided by it under this Agreement. The University, or any of its duly authorized representatives, at any time during the term of this Agreement, shall have access to, and the right to audit or examine any pertinent books, records or documents of Contractor related to Contractor's performance under this Agreement.

SECTION 3 INSTRUCTIONS TO RESPONDENTS

3.1. CONTACT INFORMATION

- 3.1.1.** All questions regarding the RFP, or response must be forwarded to the Contracting Specialist:

Nicole Ivancic
Purchasing Manager
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962
Phone: 936.468.4037
Fax: 936.468.4472
Email: ivancickn@sfasu.edu

- 3.1.2. SITE VISIT:** A site visit is not mandatory, but is recommended. The time during which a site visit can be made is January 22-26, 2024 from 1-5 p.m.

For site visits to specific areas please contact:

- Bradley Cobb: 936-468-6602, Residence Halls, Housing Operations Building
- Nick Stallworth: 936-468-1373, Student Center including Food Service areas, Patio Square Apartments
- Matt Romig: 936-468-3906 Physical Plant, Library, Other Buildings as requested

The Contractor shall be responsible for having ascertained pertinent local conditions such as location, size, accessibility, and general environment of the site. Failure to do so will not release the Contractor from responsibility for successfully performing the work without additional expense to SFA.

3.2 SUBMITTAL DEADLINE AND LOCATION

All proposals must be received by SFA no later than 5:00pm, Tuesday, February 6, 2024.

Proposals are to be submitted to:

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Business Services
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962-3030

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Stephen F. Austin State University
Procurement and Business Services
2102 Alumni Dr. Austin Bldg. Room 131
Nacogdoches, TX 75962

All U.S. Mail addressed to any component of SFA is delivered to a central mailroom and redistributed by SFA personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mailroom and receipt in the Procurement and Business Services Department. **Proposals must be in the office of the Procurement and Business Services Department by the time set for RFP closing in order to be considered**, and receipt by SFA at the central mailroom will not be deemed sufficient. The University shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the Respondent unopened.

Proposals will be publicly opened Wednesday, February 7, 2024 at 8:30 am in the office of the Procurement and Business Services, 2102 Alumni Dr. Austin Bldg. Room 131. Only the names of the Respondents will be read aloud.

Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.

Faxed proposals will **not** be accepted.

Proposals may be withdrawn at any time prior to the time and date set for proposal closing.

Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.

3.3 SUBMITTAL INSTRUCTIONS

All proposals must be submitted in the format prescribed in Section 3.6.

Each Respondent must submit one (1) electronic PDF proposal with signatures on the Execution of Offer. Specific formatting requirements are below.

If a printed, hard copy is submitted in lieu of an electronic file to bids@sfasu.edu, the printed copy shall (1) be unbound; (2) contain divider sheets or tabs; (3) be printed on 8-1/2 in. x 11 in. white paper to enable copying, if needed; and (4) be a complete copy of all information submitted with Respondent's Proposal. Colors must reproduce in a legible manner on a black-and-white copier.

Respondent shall submit one (1) complete electronic copy of the Proposal on electronic media via email to bids@sfasu.edu in a searchable Adobe .PDF file. Respondents shall divide the electronic copy into **TWO (2)** separate electronic files, one of which shall contain **Respondent's Qualifications per Section 3.6.2.F.** and the other of which shall contain **Exhibits A-F** as required.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, SFA alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

Each Respondent, by submitting a proposal, represents that the Respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

A legally authorized representative of the Respondent shall sign proposals. Unsigned proposals (**Exhibit A**) will be rejected as a material failure.

3.4 ACCEPTANCE AND FORMATION OF AGREEMENT

No recommendation for award will be made until Stephen F. Austin State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified service.

The University reserves the right to negotiate further with any respondent that submits a proposal, once proposals have been opened. SFA may award a contract(s) based on initial proposals

received without any discussion of such proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.

SFA reserves the right to enter into an agreement not based only on the cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA. The University shall be the sole judge of determining which proposal represents the best value to the University.

By submitting a response, the Respondent agrees to accept an agreement including the scope of work and specifications herein and attached to this Request for Proposal.

3.5 EVALUATION CRITERIA

3.5.1 Award will be based on a comprehensive review and analysis based on a weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the university. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.

3.5.2 Evaluation of the proposals will be performed by an evaluation committee representing Stephen F. Austin State University. Proposals will be evaluated using the following criteria, which are listed below in Section 3.5.4. Stephen F. Austin State University reserves the right to award an agreement not based only on the cost to the University, but on the criteria that best meet the university's requirements and goals. The university shall be the sole judge of determining which proposal represents the best value to the university.

3.5.3 Notwithstanding, the University reserves the right to further negotiate, after proposals are opened, with any Respondent that submits a proposal. SFA may award a contract(s) based on initial proposals received without any discussion of such proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.

3.5.4 Evaluation Criteria

- a. 40%--Qualifications and Experience.
- b. 30%--Cost to the University
- c. 10%--References
- d. 10%--Certifications and licensing
- e. 10%--Past work experience with SFA

3.6 PROPOSAL FORMAT

3.6.1 Proposals shall be prepared in a straightforward and concise manner, identifying clearly and concisely any deviations, enhancements and other differences that exist between the RFP and the respondent's proposed services. Emphasis should be placed on responsiveness to the RFP requirements, completeness and clarity of content and conformance to the RFP instructions.

Respondents shall organize their proposal in a point-by-point format according to Section

3.6.2. Failure to follow point-by-point presentation could be grounds for disqualification.

Proposals shall be submitted via a PDF document to bids@sfasu.edu.

Submittals shall include a "Table of Contents" and give page numbers for each part of the Proposal.

Number all pages of the Proposal submittal sequentially using Arabic numerals (1,2,3, etc.).

3.6.2 Proposal shall include the following information and be submitted in the following order:

Failure to provide any of the following documents will result in disqualification of the proposal from further consideration

Required Submittals

- A. Exhibit A – Signed Execution of Offer
- B. Exhibit B – Acknowledgement of Addenda, if any
- C. Exhibit D – Financial Proposal
- D. Exhibit E – Contractor References
- E. Exhibit F – HUB Subcontracting Plan
- F. Evaluation of Qualifications and Experience:
 - 1. Contractor's hiring practices
 - a. Provide description of the hiring practices, orientation and training that Respondent provides for employees, including the basic security protocols; and
 - b. Provide information about company and employee certification and bonding.
 - 2. Contractor History and Certifications
 - a. Provide a brief history of your company showing five years minimum experience in pest control services including number of years in business;
 - b. Key qualifications of your company and names of individuals that would be assigned to the SFA account;
 - c. Experience with SFA to include number of years doing business with SFA, if applicable;
 - d. Satisfaction of present and previous clients- provide a list of three (3) references from current or former clients similar to SFA per **Exhibit E**; and
 - e. List and provide copies of any and all certifications, licensing, or memberships to which Respondent belongs.

Stephen F. Austin State University reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the bid. SFA Reserves the right to enter into an agreement not based only on lowest cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA.

**EXHIBIT A
EXECUTION OF OFFER**

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that he/she 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 Qualifications. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all bid lists.

By the signature hereon affixed, the Respondent hereby certifies that 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 response made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 34 TAC 20.38.

Certifications:

Texas Family Code Child Support Certification. By signature hereon, Respondent certifies as follows: "Under Section 231.006, Texas Family Code, the Contractor certifies it is not ineligible to receive the payments specified in the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

Sales Tax Certification. By signing the Agreement, the Respondent certifies as follows: "Under Section 2155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Franchise Tax Certification. By signing the Agreement, a corporate or limited liability company, Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Contractor acknowledges and agrees that if this certification is false or inaccurate, at University's option, the Agreement may be terminated and payment withheld.

Payment of Debts to the State of Texas. That pursuant to Section 403.0551, Texas Government Code, the Respondent agrees that any payments owing to the Contractor under this contract may be applied towards any debt or delinquent taxes that the Contractor owes the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer's Identification Number: _____

Sole Owner should also enter Social Security No.: _____

Respondent/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No/Fax No: _____

Email: _____

**THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL.
FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR
RESPONSE.**

**EXHIBIT B
ACKNOWLEDGEMENT OF ADDENDA**

Receipt is hereby acknowledged of the following addenda to this RFP.

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Respondent/Company: _____

Refer to the SFA Procurement and Business Services Department website to confirm all addenda issued:

<https://www.sfasu.edu/procurement-business-services/do-business/bids-rfps>

EXHIBIT C-SERVICE SCHEDULE/SPECIFICATIONS

Service will be limited to the times designated for each area as set out in this bid. Treatments must be scheduled through the designated Director. SFA expects flexibility on the part of the contractor in setting and changing service schedules as required so that there is minimum operation interference. SFA agrees to provide access to all areas at all locations as required during the agreed upon service times in accordance with the attached specifications listed herein.

The frequency of treatment shown on this schedule is based on estimated needs. SFA reserves the right to increase or decrease frequencies to meet actual needs.

UNIVERSITY STUDENT CENTER

Student Center Building, excluding the food service areas.

The Student Center is to be treated MONTHLY, and the entire building shall be fogged underneath a minimum of TWICE PER YEAR.

Minimum monthly service shall include spraying all offices, mechanical rooms, storage rooms, hallways, ballrooms, and meeting rooms. Infestations shall be checked and treated daily until they are brought under control.

The entire Student Center Building shall be fogged underneath during the following times:

- a) Christmas break (approx. December 24, 2024 through December 29, 2024)
- b) Immediately following the Spring Semester (approx. May 12, 2024, through June 2, 2024)
- c) Prior to beginning of Fall Semester (approx. August 18, 2024, through August 25, 2024)

Treatment must be scheduled through the Student Center Director. The Student Center Contact is Nick Stallworth (936) 468-1373. A Pest Control Form must be signed by the Director or their representative. An unsigned form will make any invoices for that day's work null and void. Invoices will not be paid without the approval of the Student Center Associate Director or another authorized University representative.

ALL FOOD SERVICE AREAS

All Food Service areas are to be treated TWICE PER MONTH

Minimum service shall include spraying underneath, behind, and in-between all equipment; the entire eating area; and all storage areas.

- a) Christmas break (approx. December 24, 2024 through December 29, 2024)
- b) Immediately following the Spring Semester (approx. May 12, 2024, through June 2, 2024)
- c) Prior to beginning of Fall Semester (approx. August 18, 2024, through August 25, 2024)
Because of the timing of food preparation, bi-weekly treatment must be scheduled through each Area Director. A Pest Control Report Form must be filled out for each Food Service Area and signed by the Area Director or his representative, and sent in with the invoice. Any unsigned forms will make that area's invoice amount null and void for that day's work. Invoices will not be paid without the approval of the Food Service Director or another authorized University representative.

RESIDENCE HALLS

All residences are to be treated a minimum of three (3) times during the calendar year. The times specified are when the residence halls are empty between semesters. All the residence halls shall be treated during each of these two-to-three-week periods.

- a) Christmas break (approx. December 24, 2024 through December 29, 2024)

- b) Immediately following the Spring Semester (approx. May 12, 2024, through June 2, 2024)
- c) Prior to beginning of Fall Semester (approx. August 18, 2024, through August 25, 2024)

Minimum service shall include fogging all basements and mechanical rooms and spraying all student rooms, mechanical rooms, lobbies, etc., and thorough bed bug inspection of all beds, bedding, bedside tables, closets, and other vulnerable areas. This service shall be guaranteed for four (4) months with call-backs at no additional charge. Infestations shall be checked and treated daily until they are brought under control.

RESIDENCE LIFE HOUSING OPERATIONS BUILDING

Building to be treated 2 times per year, (December and June)

Treatment shall be scheduled through the Housing Operations Manager (located at 1924 University Drive) contact Judy Duffin, 936-468-6601 or 468-6602. A Pest control Report Form shall be filled out for each dormitory and signed by the Housing Operations Manager or his representative, and sent in with the invoice. Any unsigned reports will make that dorm's invoice amount null and void.

Invoices will not be paid without the approval of the Operations Manager or another authorized University representative.

SFASU PATIO SQUARE APARTMENTS

All apartment complexes are to be treated QUARTERLY.

Minimum service shall include fogging underneath apartments; spraying lobby and basement of apartments; fogging all mechanical rooms; and spraying all rooms, including laundry houses, thorough bed bug inspection. This service shall be guaranteed for three (3) months with call backs at no additional charge. Infestations shall be checked and treated daily until they are brought under control.

Treatment shall be scheduled through the Student Center Director. The Student Center Contact is Nick Stallworth (936) 468-1373. A Pest control Report Form must be filled out for and signed by the Associate Director or his representative, and sent in with the invoice. Any unsigned reports will make the invoice amount null and void. Invoices will not be paid without the approval of the Director or another authorized University representative.

Ralph W. Steen Library

Treatment shall be monthly by either rotation spraying of one of each of the (4) four floors each month or by a complete building treatment. All work is to be scheduled through Jeanne Porterfield (936)-468-1085.

McGee Business Building

Treatment shall be monthly by either rotation spraying of one of each of the (4) four floors each month or by a complete building treatment. All work is to be scheduled through Amanda Willoughby (936)-468-4055.

Other Buildings as requested-Additional SPOT Treatment:

To provide spot spraying for other buildings both on and off campus or areas NOT specified that would be requested on a "call out" basis for particular areas or departments (offices) with a specific treatment need as requested. The first follow up visit for inspection related to a requested treatment area to be provided at no additional charge including required call backs.

Reference **Exhibit D**-Financial Proposal that includes detail locations, frequency, and requested pricing.

EXHIBIT D- FINANCIAL PROPOSAL
(Page 1 of 3)

Having carefully reviewed the specifications and related documents affecting the proposal to provide pest control services to Stephen F. Austin State University, the undersigned submits the following Financial Proposal in accordance with the Request for Proposal documents:

Respondent Name: _____

Authorized Signature: _____

BAKER PATTILLO STUDENT CENTER	12 months	\$	/mo	
224,021 sq ft				
Excluding the Food Service Area				
Monthly Treatment required				
ALL FOOD SERVICE AREAS				
Excluding the non-food service areas of the Baker Pattillo Student Center				
Monthly Treatment required				
Student Center Cafeteria, 20,448 sq.ft.	12 mos.	\$	/mo.	
Salty Tom's, Sal's Pizza, 1,664 sq ft	12 mos	\$	/mo	
Chick-Fil-A, 713 sq ft	12 mos	\$	/mo	
Starbucks, 492 sq ft	12 mos	\$	/mo	
Student Center Convenience Store, 1,050 sq ft	12 mos	\$	/mo	
Movie Concession stand, 112 sq ft	12 mos	\$	/mo	
Library/ Einstein Brothers Bagels, sq ft	12 mos	\$	/mo	

EXHIBIT D- FINANCIAL PROPOSAL
(Page 2 of 3)

<u>RESIDENCE HALLS</u>					
Student rooms -estimates provided					
3 treatments per year required					
Wisely Hall	1935	27,456 sq.ft.	52 rooms	\$	/Treatment
North Hall	1960	17,407 sq.ft.	52 rooms	\$	/Treatment
South Hall	1960	17,407 sq.ft.	54 rooms	\$	/Treatment
Griffith Hall	1965	93,133 sq.ft.	270 rooms	\$	/Treatment
Hall 10	1963	26,928 sq.ft.	72 rooms	\$	/Treatment
Hall 14	1964	69,595 sq. ft	220 rooms	\$	/Treatment
Steen Hall	1968	128,382 sq.ft.	382 rooms	\$	/Treatment
Kerr Hall	1968	93,133 sq.ft.	270 rooms	\$	/Treatment
Hall 20	1985	93,133 sq. ft	270 rooms	\$	/Treatment
Lumberjack Village:			311 units		
-Buildings 1, 2 &3		318,875 sq. ft		\$	/Treatment
-Community Building		7,772 sq. ft		\$	/Treatment
-Lumberjack Lodge		126,327 sq. ft	102 units	\$	/Treatment
-Lumberjack Landing			210 units	\$	/Treatment
<u>SFASU APARTMENTS</u>					
Quarterly treatments required					
Patio Square Apartments		\$	/Treatment		
Residents live in the apartments year-round, and they are notified properly of the agreed upon time of treatment. If residents refuse treatment, the Contractor is to notify the Housing Operations Manager within 24 hours of the refusal. Upon dealing with the situation, the Contractor will be scheduled to complete the job at a later time.					

EXHIBIT D- FINANCIAL PROPOSAL
(Page 3 of 3)

Ralph W. Steen Library			
Monthly Pest Control treatments required	12 mos.	\$	/mo.
ADDITIONAL SPOT TREATMENT:		\$	/Per hour
Respondents are requested to provide pricing for additional "spot spraying" for other buildings both on and off-campus or areas NOT specified on this service that would be requested on a "call out" basis for particular areas or departments (offices) with a specific treatment need. First follow up visit to be provided free of charge.			
ADDITIONAL SPOT TREATMENT-FOLLOW UP VISIT:		\$	/Per hour
ADDITIONAL FLEA TREATMENTS FOR RESIDENCE HALLS:		\$	/Treatment
Residence Halls which house therapy animals			
Optional annual escalation rate, if any			%

**EXHIBIT E
CONTRACTOR REFERENCES**

No less than three references will be provided with respondent proposal. The references may be used as a basis for inquiry concerning respondent's quality of service. References cited may be contacted and asked to rate quality of services provide by the respondent. Referenced facilities should have utilized Contractor's service for at least one (1) year.

Customer Name: _____

Address: _____

Contact Name/Title: _____

Contact Telephone Number: _____ email: _____

Dates Serviced: from _____ to _____

Services Provided: _____

Customer Name: _____

Address: _____

Contact Name/Title: _____

Contact Telephone Number: _____ email _____

Dates Serviced: from _____ to _____

Services Provided _____

Customer Name: _____

Address: _____

Contact Name/Title: _____

Contact Telephone Number: _____ email _____

Dates Services: from _____ to _____

Services Provided _____

EXHIBIT F
HUB SUBCONTRACTING PLAN (HSP)

<https://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf>



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

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

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas 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 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

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

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: 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 is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- 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 being performed and must provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

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IMPORTANT: If you responded “Yes” to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

Item Number: Description:

[illegible]

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

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

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbldsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes - No
		- Yes - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____

State of Texas VID #: _____

Point-of-Contact: _____

Phone #: _____

E-mail Address: _____

Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: _____

Bid Open Date: _____

(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____ .
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

- Not Applicable

4. Bonding/Insurance Requirements:

- Not Applicable

5. Location to review plans/specifications:

- Not Applicable