**INVITATION TO BID**

**Bid No.** PEST-CONTROL-FY14

**Due Date:** December 5, 2013 at 3:00 P.M.

Show bid opening and bid invitation number in lower left hand corner of sealed bid envelope and return sealed bids to:

**Stephen F. Austin State University**
**P. O. Box 13030, SFA Station**
**2124 Wilson Drive**
**Nacogdoches, Texas 75962-3030**
**Phone (936) 468-2206**
**FAX (936) 468-4282 (See 2.3 reverse side)**

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<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty. &amp; Unit</th>
<th>Unit Price</th>
<th>Extension</th>
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<td></td>
<td>Furnish all labor, materials, chemicals, tools, equipment, insurance, permits and fees to provide pest control services for the Stephen F. Austin State University Campus and outlying SFA campus communities in accordance with the specifications herein and attached. All Equipment and Services shall comply with the standards and methods set forth by the State of Texas, EPA, TCEQ, NFPA, ANSI, US Public Health Services, and the Texas Department of Agriculture. <strong>This is an “ALL OR NONE BID”</strong> The Term of the Agreement shall be from December 12, 2013 through December 11, 2014. The University reserves the right to renew the agreement for four (4) additional one (1) year periods, under the designated terms and conditions. Renewal rates shall not exceed the escalation rates quoted herein. Escalation is allowed only upon the anniversary date of the Agreement.</td>
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SITE VISIT
A site visit is not mandatory, but is recommended. The time during which a site visit can be made is November 19-22 from 1-3 p.m.

For site visits to specific areas please contact:
--Ralph Larue: 936-468-1136 for the Student Food Court and E. College Cafeteria and Student Center.
--Jeff Ghiringhelli: 936-468-3906 Physical Plant Buildings
--David Treadaway: 409-584-2412 Piney Woods Conservation Center

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.

STATEMENT OF WORK
Contractor shall provide and maintain an effective pest control program in accordance with “best known practices and procedures” of the extermination trade. Minimum services shall include pest control, pest monitoring, and environmental inspection services, and a bed bug prevention/treatment program. Areas to be treated are outlined in Exhibit A.

Effective pest control is defined as elimination of pest problems over a reasonable period of time, and prevention of the establishment of new pest problems in the service areas. Any circumstances or sanitation issues which could prohibit the effectiveness of treatment must be reported to the University in writing; otherwise the Contractor is held fully responsible for effective pest control in the areas listed herein.

a) Service shall be performed on a scheduled basis as identified in Exhibit B.

b) 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
--Bed Bugs
--Mites
--Spiders
--Ticks
--Ants in and immediately adjacent to building foundations
--Other occasional invaders (i.e. millipedes, earwigs, etc.)
c) 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.)

d.) 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

e.) 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.

f.) 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.

g) 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 B specifications herein and shall be provided at no extra charge.

**h)** All areas identified in Exhibit B 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.

**i)** Contractor must submit a list of chemicals to be used and MSDS sheets to the appropriate Director/Manager prior to spraying in each area. Pesticides and devices used in the course of fulfillment of this service shall be limited to those products which have been registered with the EPA and Texas Department of Agriculture for use in sites to which they will be applied and shall be used in a manner consistent with their labeling. 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. **NOTE: THALLIUM SALTS ARE STRICTLY PROHIBITED**

**j)** 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.**

**k)** 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.

**l)** The Procurement 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.

**m)** Additional service specifications unique to types of treatment areas are stated in Exhibit B.
CONTRACTOR REQUIREMENTS

a) Contractor shall have successfully been in the Pest Control business a minimum 5 years.

b) Contractor shall have all required permits mandated by the State of Texas, TCEQ, EPA, NFPA, ANSI, US Public Health Services, and/or the Texas Department of Agriculture.

REQUIRED SUBMITTALS

1. Signed Bid Form
2. Exhibit A – With Pricing
3. Copies of permits noted in Contractor Requirements b).
4. HUB Subcontracting Plan

GENERAL TERMS AND CONDITIONS

All work is to be performed in a neat and workmanlike manner, site kept clean at all times, protection provided to avoid damage to all adjoining property, including improvements, performed as quickly as possible consistent with best industry practices, and guaranteed for one (1) full year from date of completion against all defects.

Contractor shall comply with all local, state, and Federal orders, ordinances, laws, rules, and regulations of duly constituted authorities having jurisdiction over this work.

All work is to be completed as mutually agreed by and between the University and the contractor. Failure to complete work (including clean-up) by the mutually agreed date shall be deemed as a breach of contract. Liquidated damages in the amount of $100.00 per calendar day will be assessed, not as a penalty, but as liquidated damages for such breach of contract.

Safe working conditions must be maintained on and around work site at all times. Barricades and other protective devices are to be used as necessary to prevent injury to persons or property. All reasonable precautions are to be taken.

Payment will be made lump-sum upon completion or as otherwise mutually agreed between Contractor and the University.

CANCELLATION

The University reserves the right to cancel this contract upon thirty (30) days notice should the quality of services rendered ever fall below levels deemed acceptable by the University. The University shall be the sole judge of the acceptability of services provided hereunder.

HUB SUBCONTRACTING PLAN

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 C.

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 seek to subcontract or partner 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: **24.6% for “Other Services”**

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

All questions regarding the HUB Subcontracting Plan may be directed to the Vendor Relations Manager, Manny Guerrero, 936-468-4529, guerreromg@sfasu.edu.

**Failure to submit the HUB Subcontracting Plan will disqualify the entire response from consideration.**

**INSURANCE**

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 SFASU. 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 SFASU, the minimum insurance coverage as follows:

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<tr>
<th>TYPE OF COVERAGE</th>
<th>LIMITS OF LIABILITY</th>
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<tbody>
<tr>
<td>1. Workers’ Compensation Coverage OR Employer’s Liability</td>
<td>with $1,000,000 each occur/aggregate</td>
</tr>
<tr>
<td>2. Comprehensive General Liability</td>
<td>a. $1,000,000 each occur</td>
</tr>
<tr>
<td></td>
<td>b. $2,000,000 general aggregate</td>
</tr>
<tr>
<td></td>
<td>c. $2,000,000 products/</td>
</tr>
<tr>
<td>3. Comprehensive Automobile Liability</td>
<td>$1,000,000 combined single limit</td>
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</tbody>
</table>
ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF QUOTATIONS. ANY EXCEPTIONS THEREOF MUST BE IN WRITING AND SUBMITTED WITH INVITATION TO BID.

1. BIDDER AFFIRMATIONS: Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts. By signature hereon affixed, the bidder hereby certifies that:

1.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic benefit or future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

1.2 Pursuant to Tex. Occ. Code Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec 15.01, et seq. neither the bidder or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

1.3 Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation in the preparation of the specifications for this solicitation.

1.4 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

1.5 Pursuant to Texas Government Code, Title 10, Act 1, Section 2155.004(b), the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

1.6 Bidder agrees that pursuant to Section 403.0551, Texas Government Code, any payment due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

1.7 Bidder certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with executive head of a State agency. If Section 669.003 applies, the bidder will complete the following information in order for the bid to be evaluated:

Name of former Executive:
Name of State Agency:
Date of separation from State Agency:
Position with bidder:
Date of employment with bidder:

1.8 Bidder agrees to comply with Texas Government Code 2155.4411, relating to the use of subcontractors for products produced in the State of Texas.

1.9 By signature hereon, the Respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas.

2. BIDDING REQUIREMENTS:

2.1 Bids shall be submitted on this form. Each bid shall be placed in a separate sealed envelope and properly identified. When sending bids via overnight delivery, bidder is advised to confirm whether SFA delivery location is a guaranteed AM delivery.

2.2 SFA offers facsimile service as a convenience only. The only telephone number for FAX submission of bids is 936-468-4282. The University shall not be responsible for the failure of any bids or portions of bids received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment or operator error. Confirmation of facsimile bids is not required.

2.3 Bids must be time stamped in the SFA Procurement & Property Services Office on or before the hour and date specified for the bid opening. Late bids will not be considered under any circumstances. Late bids properly identified will be returned to the bidder unopened.

2.4 Bids are requested to be firm for acceptance for a minimum of 30 days from opening date. Bid cannot be altered or amended after opening time. No bid can be withdrawn after opening time without the approval of the University based on a written acceptable reason.

2.5 Telephone quotations are not acceptable when in response to this Invitation To Bid.

2.6 Stephen F. Austin State University reserves the right to accept or reject any or all part of any bids, to waive minor technicalities, to re-advertise if deemed necessary, and to award the bid to best serve the interests of the University.

2.7 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from US, FMRC or NEMA.

2.8 All items shall be new, in first class condition, with containers suitable for shipment and storage. New shall not be construed as excluding recycled or remanufactured products.

2.9 Any catalog, brand name or manufacturer's reference used in this bid is descriptive (not restrictive).

2.10 Stephen F. Austin State University will not be bound by any oral statement or representation contrary to the written specifications of this ITB and any associated addenda.

2.11 Bids should give Payee ID Number, full firm name and address of bidder. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number

Note: Sole Owner should also enter SSN# below

3. TIE BIDS - Awards will be made in accordance with Rule 34 TAC 20.36 (b) (3) and 20.38 (preferences).

4. PATENTS OR COPYRIGHTS - The Contractor agrees to protect Stephen F. Austin State University from claims involving infringement of patents or copyrights.

5. PAYMENT - Vendor shall submit an itemized invoice showing Purchasing Order Number. Payment will be made Net 30 from date of receipt of goods/services or invoice, whichever is later. Late fees will be incurred in accordance with Texas Government Code 2251.

DELIVERY:

6.1 Bids should show the number of days required to place material in designated locations under normal conditions. Failure to meet delivery time obligations bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break to bids. Unrealistic short or long delivery promises may cause the bid to be disregarded.

6.2 Delivery shall be made during normal working hours only, unless prior approval for early or late delivery has been obtained.

6.3 If delay is foreseen, contractor shall give written notice. The University has the right to extend delivery date if reasons appear valid. Contractor must keep the University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full invoice to contractor in cost and handling to defaulting contractor.

6.4 No substitutions or cancellations are permitted without prior written approval.

ALTERNATE DISPUTE RESOLUTION:

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under this contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter.

PUBLIC INFORMATION ACT:

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”).

NOTE TO BIDDERS:

7.1 Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

7.2 The Contractor shall defend, indemnify and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier in the execution or performance of this contract.

7.3 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office or any successor agency, or Stephen F. Austin’s Internal Audit Services, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor’s Office or its successor, or Stephen F. Austin’s Internal Audit Services to the extent of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly or directly from Carpenter through Contractor and the requirement to cooperate is included in any subcontract awards.
EXHIBIT C
HUB Subcontracting