

STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

INVITATION TO BID

**Bid No. FIELDMAINT-FY20
ADDENDUM 2**

Due Date: 08/16/2019 at 3:00 P.M.

Signature City Zip

Printed Name

VENDOR NAME AND ADDRESS

PHONE/FAX

Name of Firm

Phone

Mailing Address

FAX

City

State

Zip

EMAIL

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)**

See Instruction 2.11 on Back for Vendor ID Number
Is Vendor a State of Texas certified HUB? ☐ Yes

Delivery in _____ Days Cash Disc. _____ % _____ Days

Check all that apply if Preference Claimed under Rule 34 TAC 20.38

☐ Supplies, materials or equipment: produced in TX/offered by TX bidders*

☐ Agricultural products grown in TX

☐ Agricultural products offered by TX bidders*

☐ USA produced supplies, materials or equipment

☐ Products produced at facilities located on formerly contaminated property

☐ Products of persons with mental or physical disabilities

☐ Products made of recycled, remanufactured, or environmentally sensitive materials

☐ Energy efficient products

☐ Rubberized asphalt paving material

☐ Recycled motor oil and lubricants

☐ Products and services from economically depressed or blighted areas

*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas resident Bidder as defined in Rule 34 TAC 20.38.

IF QUOTING OTHER THAN THE REFERENCED ITEM(S) BELOW, BROCHURE AND/OR SPECIFICATIONS SHOULD BE ENCLOSED.
ALL BIDS WILL BE CONSIDERED F.O.B. DESTINATION UNLESS OTHERWISE NOTED.

AWARD NOTICE: Stephen F. Austin State University (SFA) reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of SFA and to reject any and all bid items in the sole discretion of SFA.

Item No.	Description	Qty. & Unit	Unit Price	Extension
	Quote price on quantity and unit of measure, extend and show total. If error in extension, unit price shall govern. Items for state use are exempt from state sales and federal excise tax. Do not include tax in your bid.			
	ADDENDUM NO. 2 This Addendum DOES NOT have to be acknowledged for the bid to receive consideration ORIGINAL STATEMENT: Q. Will we need to put pre-emergent and post-emergent on athletic fields? A. No, you will not need to put pre-emergent and post-emergent on the playing fields but will need to work around the practice schedules for any maintenance that needs to be done. CORRECTED TO READ: Q. Will we need to put pre-emergent and post-emergent on athletic fields? A. Yes , you will need to put pre-emergent and post-emergent on the playing fields but will need to work around the practice schedules for any maintenance that needs to be done.			

STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

**Bid No. FIELDMAINT-FY20
ADDENDUM 1**

Due Date: 08/16/2019 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:

Signature City Zip

Printed Name

VENDOR NAME AND ADDRESS

PHONE/FAX

Name of Firm

Phone

Mailing Address

FAX

City

State

Zip

EMAIL

**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)**

See Instruction 2.11 on Back for Vendor ID Number
Is Vendor a State of Texas certified HUB? ☐ Yes

Delivery in _____ Days Cash Disc. _____ % _____ Days

Check all that apply if Preference Claimed under Rule 34 TAC 20.38

☐ Supplies, materials or equipment: produced in TX/offered by TX bidders*

☐ Agricultural products grown in TX

☐ Agricultural products offered by TX bidders*

☐ USA produced supplies, materials or equipment

☐ Products produced at facilities located on formerly contaminated property

☐ Products of persons with mental or physical disabilities

☐ Products made of recycled, remanufactured, or environmentally sensitive materials

☐ Energy efficient products

☐ Rubberized asphalt paving material

☐ Recycled motor oil and lubricants

☐ Products and services from economically depressed or blighted areas

*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas resident Bidder as defined in Rule 34 TAC 20.38.

IF QUOTING OTHER THAN THE REFERENCED ITEM(S) BELOW, BROCHURE AND/OR SPECIFICATIONS SHOULD BE ENCLOSED.
ALL BIDS WILL BE CONSIDERED F.O.B. DESTINATION UNLESS OTHERWISE NOTED.

AWARD NOTICE: Stephen F. Austin State University (SFA) reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of SFA and to reject any and all bid items in the sole discretion of SFA.

Item No.	Description	Qty. & Unit	Unit Price	Extension
	Quote price on quantity and unit of measure, extend and show total. If error in extension, unit price shall govern. Items for state use are exempt from state sales and federal excise tax. Do not include tax in your bid.			
	ADDENDUM NO. 1 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 PRE-BID MEETING/SITE VISIT SIGN-IN SHEETS The sign-in sheets from the mandatory pre-bid meeting/site visit held Monday, August 5, 2019 at 9:00 AM are attached.			

SPECIFICATIONS AND SCOPE OF WORK CHANGES**FINANCIAL SPECIFICATIONS CHANGES****CAMPUS GROUNDS:**

- | | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------|-------|
| 1. Apply post emergent and/or pre-emergent: All areas including fence lines, poles, and flower beds, parking lots, rock or mulch flower beds, cracks, crevices, curbs, and fence posts on a monthly basis as directed by the PPD Grounds Representative. May require combination of mechanical spraying or backpack spraying. Beds, fence lines/poles should be free of weeds/grass from date of application for 30 days. | Per Month | _____ | _____ |
| 2. Application of Fertilizer and/or soil amendments as needed per instructions from the SFA PPD Grounds Representative. | 1,000 sq. ft. | _____ | _____ |
| 3. Annual late Spring – fertilizer, grub/fire ant /surface insect control per manufacturer's directions and SFA standards as directed by the SFA PPD Grounds Representative. | 1,000 sq. ft. | _____ | _____ |
| 4. Annual Summer – broadleaf weeds, insect control fire ants/ wasps / surface insect control per manufacturer's directions as directed by the SFA PPD Grounds Representative. | 1,000 sq. ft. | _____ | _____ |
| 5. Annual late Fall – quick release fertilizer, weed control, soil amendments to correct PH balance as directed by the SFA PPD Grounds Representative. | 1,000 sq. ft. | _____ | _____ |

SPORTS FIELDS:

- | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------|-------|
| 6. Apply post emergent and/or pre-emergent: Warning track skin, practice infield skin, running track, baseball, softball, Intramural Fields and any other athletic field not listed herein as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis. May require combination of mechanical spraying or backpack spraying. All fence lines/poles, under and around bleacher areas and above mentioned areas are to be free of weeds and/or grass from the date of application to 30 days. | Per Month | _____ | _____ |
| 7. Application of Fertilizer and/or soil amendments as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis. | 1,000 sq. ft. | _____ | _____ |
| 8. Annual late Spring – fertilizer, grub/fire ant /surface insect control per manufacturer's directions and as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis. | 1,000 sq. ft. | _____ | _____ |
| 9. Annual Summer – insect control fire ants/ wasps / surface insect control, fertilizer, broadleaf weed control to turf as needed, per manufacturer's directions, as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis. | 1,000 sq. ft. | _____ | _____ |
| 10. Annual early Fall – fertilizer, broadleaf weed control for turf on an as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis. | 1,000 sq. ft. | _____ | _____ |

11.	Annual late Fall – fertilizer, broadleaf weed control for turf, soil amendments to correct PH balance as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis.	1,000 sq. ft.	_____	_____
12.	Fungicide applications as needed throughout the year as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative.	1,000 sq. ft.	_____	_____
13.	Maximum Escalation Rate – This contract may be renewed four (4) additional one (1) year periods at the rate of escalation not to exceed (Escalation is only allowed September 1 st of each year):	_____ %		
<u>OTHER VARIOUS SERVICES:</u>				
14.	- Soil Sample testing	each	_____	_____
15.	- Price per application to apply fungicide/insecticide to trees as needed	per tree	_____	_____
16.	- Price per application to apply dormant insect oil	1000 sq.ft.	_____	_____
17.	- Price of pelletized lime @ 30 lbs	1000 sq.ft.	_____	_____
18.	- Price per application to apply anti-desiccant on deciduous	each	_____	_____
19.	- Plug aerate, drag, and overseed 2 lbs lawn mix	1000 sq.ft.	_____	_____
20.	- Price per application to apply fungicide if needed to turf (with a 24 hour response time)	1000 sq.ft	_____	_____
21.	- Price to apply re-emergent	1000 sq.ft.	_____	_____
22.	- Plug aerate, drag, and over-seed 2 lbs athletic mix	1000 sq.ft	_____	_____

NOTE:

Prices are per application, and are on an as needed basis to be determined by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative.

Chemical/Fertilizer ratio mix shall be approved by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative before the application is completed.

QUESTIONS DURING PRE-BID MEETING

Q. Will we need to put pre-emergent and post-emergent on athletic fields?

A. No, you will not need to put pre-emergent and post-emergent on the playing fields but will need to work around the practice schedules for any maintenance that needs to be done.

Q. Will the locations include #86 (Technical Support Center), #73 (Safety Office), and #57 (Music Preparatory Division) listed on the campus map?

A. Yes. These locations will also need to be serviced as well as the Randall House. We will also need service at the Kay Bailey Hutchison House on an as-needed basis. Dr. David Creech, Associate Director of the Mast Arboretum will handle the sidewalks starting past the parking lot of the former Technical Support Center. The SRC, Observatory, and School of Nursing will also need service.

Q. Is the coliseum addition affecting this?

A. The sidewalks will be open and whatever area is open and outside the fence will also be serviced. We also have a lot of construction going on around campus and we may have to change the totals due to building plans. These changes will be made as needed after award.

QUESTIONS DURING DRIVING TOUR OF SFA CAMPUS

Observatory

Q. Will we have to spray the observatory every month?

A. Yes. You will also need to spray the driveway. We will also need you to spray for Byhalia control and spray the pad area. We will also need you to spray the fence line and around all buildings.

Science Research Center

Q. Will we be spraying around all four buildings?

A. Yes.

Q. Will we need to spray Byhalia control?

A. Yes, we would like to do it every 2 weeks, depending on availability of funds.

Q. Would you need Roundup applications?

A. Yes, on an as-needed basis.

DeWitt School of Nursing

Q. What are you specifically looking for here?

A. We are needing cracks and crevices treated, bed control, and fertilizing. We would like a weed eating strip around the retaining walls and trees.

There is an atrium in the School of Nursing that will need Roundup inside.

East Austin Street Locations

Sidewalks and curbs up to the intersection will need to be sprayed.

Q. What about the parking lot?

A. The parking lot will need to be sprayed on an as-needed basis, but we mainly need the sidewalks sprayed.

University Drive

Q. Where do you want us to start maintenance?

A. We would like you to start maintenance on the sidewalks at the edge of the commuter lot and also spray the islands that are located in the commuter lot.

Areas around Campus

The crushed granite areas around the Ag Pond will need to be serviced. The flower beds around campus will need roundup.

Stadium

The sidewalks will need to be treated for weeds. Pre and post emergent will need to be applied to the slopes of the stadium. The beds by the fieldhouse and the boxwoods in the shape of "SFA"

Q. Will Roundup need to be applied around the fence at the back of the stadium every month?

A. Yes.

Q. Do you want the fence between Raguet Elementary and

SFA to be sprayed?

A. No.

Early Childhood Lab and Charter School

Q. Will we need to spray around the retaining wall?

A. Yes, we will need a 3"-4" run around retaining walls.

Q. Will we need to keep the mulch rings sprayed?

A. Yes, you will need to treat the mulch ring

Native Plant Center

Q. Where do we need to treat the sidewalks after the Charter School?

A. You could start at the driveway at the Prep House and Randall House, down to Lanana Creek.

Kay Bailey Hutchison House

The brick area will need to be sprayed as needed.

Clark Avenue

The mulched areas under the trees will need to be treated.
You will also need to treat the areas around the signs at the entrance of campus.

Weather Station

The location will need to be sprayed quarterly.



SIGN IN SHEET

Company Name: ABM Email: STEPHEN.FERRAR@ABM.COM
Representative Name: STEPHEN FERRAR Phone: 832-754-1572 Fax: _____
Address: 3600 Buffalo Speedway City: Houston St/Zip: 77098

CONTACT FOR HUB PAPERWORK (name, phone, email): _____

Company Name: _____ Email: _____
Representative Name: _____ Phone: _____ Fax: _____
Address: _____ City: _____ St/Zip: _____

CONTACT FOR HUB PAPERWORK (name, phone, email): STEPHEN FERRAR 832-754-1572 STEPHEN.FERRAR@ABM.COM

Company Name: _____ Email: _____
Representative Name: _____ Phone: _____ Fax: _____
Address: _____ City: _____ St/Zip: _____

CONTACT FOR HUB PAPERWORK (name, phone, email): _____



SIGN IN SHEET

Company Name: Evergreen Lawn Care Email: info@letsgoevergreen.com
 Representative Name: Lee Hill Phone: 936 569-0591 Fax: 936 569-0591
 Address: PO Box 631575 City: Nacogdoches St/Zip: TX 75963
 CONTACT FOR HUB PAPERWORK (name, phone, email): Lee Hill@letsgoevergreen.com

Company Name: _____ Email: _____
 Representative Name: _____ Phone: _____ Fax: _____
 Address: _____ City: _____ St/Zip: _____
 CONTACT FOR HUB PAPERWORK (name, phone, email): _____

Company Name: _____ Email: _____
 Representative Name: _____ Phone: _____ Fax: _____
 Address: _____ City: _____ St/Zip: _____
 CONTACT FOR HUB PAPERWORK (name, phone, email): _____

STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No. FIELDMAINT-FY20

Due Date: 08/16/2019 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)**

Signature City Zip

Printed Name

VENDOR NAME AND ADDRESS

PHONE/FAX

Name of Firm

Phone

Mailing Address

FAX

City

State

Zip

EMAIL

See Instruction 2.11 on Back for Vendor ID Number
Is Vendor a State of Texas certified HUB? ☐ Yes

Delivery in _____ Days Cash Disc. _____ % _____ Days

Check all that apply if Preference Claimed under Rule 34 TAC 20.38

☐ Supplies, materials or equipment: produced in TX/offered by TX bidders*

☐ Agricultural products grown in TX

☐ Agricultural products offered by TX bidders*

☐ USA produced supplies, materials or equipment

☐ Products produced at facilities located on formerly contaminated property

☐ Products of persons with mental or physical disabilities

☐ Products made of recycled, remanufactured, or environmentally sensitive materials

☐ Energy efficient products

☐ Rubberized asphalt paving material

☐ Recycled motor oil and lubricants

☐ Products and services from economically depressed or blighted areas

*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas resident Bidder as defined in Rule 34 TAC 20.38.

IF QUOTING OTHER THAN THE REFERENCED ITEM(S) BELOW, BROCHURE AND/OR SPECIFICATIONS SHOULD BE ENCLOSED.
ALL BIDS WILL BE CONSIDERED F.O.B. DESTINATION UNLESS OTHERWISE NOTED.

AWARD NOTICE: Stephen F. Austin State University (SFA) reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of SFA and to reject any and all bid items in the sole discretion of SFA.

Item No.	Description	Qty. & Unit	Unit Price	Extension
	Quote price on quantity and unit of measure, extend and show total. If error in extension, unit price shall govern. Items for state use are exempt from state sales and federal excise tax. Do not include tax in your bid.			
	The goal of this contract is to provide field and lawn care for the Stephen F. Austin State University campus including, but not limited to, all Athletic fields, campus grounds and outlying campus areas. Contractor shall provide a comprehensive weed and pest control technique through fertilization, pest monitoring, soil monitoring, consistent maintenance, and application techniques. The awarded Contractor will exhibit prudent use of chemicals and pesticides that would be the least invasive to minimize the exposure and potential risk to people and the environment. The contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish weed control, lush lawns, pest control, and site-specific maintenance.			

STEPHEN F. AUSTIN STATE UNIVERSITY
Invitation To Bid # FIELDMAINT-FY20
CONTINUATION PAGE

CONTRACT TERM

This contract will begin upon award with an ending date of August 31, 2020. Thereafter, the term of this contract may be extended for four (4) additional one (1) year periods, subject to mutual agreement of both parties.

MANDATORY SITE VISIT

ALL RESPONDENTS ARE REQUIRED TO VISIT THE JOB SITE WITH THE PPD GROUNDS REPRESENTATIVE PRIOR TO SUBMITTING A RESPONSE. All respondents are responsible for signing in on the Site Visit Sign-in Sheet. Responses submitted by any respondent not registered with the PPD Grounds Representative as having visited the job site will not be considered. The site visit is set for August 5, 2019 at 9:00am. All respondents shall meet in the office of Grounds and Transportation located at 1305 Starr, on the corner of Starr and University. Contact Gary Williams, Grounds Manager at 936-468-5107 with any questions regarding the site visit.

RESPONDENT QUALIFICATIONS

All respondents submitting proposals shall be certified, licensed, and have all permits required by EPA, TCEQ and the State of Texas. Respondents must possess sufficient resources, and be able to furnish Stephen F. Austin State University with evidence of their ability to perform and provide the service needs of SFA.

Respondents shall have a minimum of five (5) years of successful professional experience performing commercial lawn and field care.

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 B**.

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:
20.3% 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

STEPHEN F. AUSTIN STATE UNIVERSITY
Invitation To Bid # FIELDMAINT-FY20
CONTINUATION PAGE

All questions regarding the HUB Subcontracting Plan may be directed to Kay Johnson, Director of Procurement & Property Services/HUB Coordinator, 936-468-4037, johnsondk6@sfasu.edu

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

GENERAL TERMS AND CONDITIONS

All work is to be performed in a neat and workmanlike manner, site kept picked up on a daily basis, protection provided to avoid damage to landscaping and all adjoining property, including improvements, performed as quickly as possible consistent with best industry construction practices.

All work is to be completed as mutually agreed by and between the University and the contractor or the specified calendar days. 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 \$500.00 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

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,

STEPHEN F. AUSTIN STATE UNIVERSITY
Invitation To Bid # FIELDMAINT-FY20
CONTINUATION PAGE

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:

TYPE OF COVERAGE LIMITS OF LIABILITY

1. Workers' Compensation Coverage **OR**
Employer's Liability with \$1,000,000 each
occur/aggregate
2. Comprehensive General Liability
 - a. \$1,000,000 each occur
 - b. \$2,000,000 general aggregate
 - c. \$2,000,000 products/
3. Comprehensive Automobile Liability
\$1,000,000 combined single limit
4. Environmental Impairment \$1,000,000 Each Occurrence
Liability (EIL) and/or Pollution Liability

SMOKING, VAPING, AND USE OF TOBACCO PRODUCTS

Stephen F. Austin State University is a tobacco and vape free campus.

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.

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.

STEPHEN F. AUSTIN STATE UNIVERSITY
Invitation To Bid # FIELDMAINT-FY20
CONTINUATION PAGE

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.

U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of SFASU, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed. **If this certification is falsely made, the Contract may be immediately terminated, at the discretion of SFASU and at no fault to SFASU, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that SFASU must undertake to replace the terminated Contract.**

ISRAEL NON-BOYCOTT VERIFICATION

Pursuant to Section 2270.002, *Texas Government Code*, Contracting Party hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), *Texas Government Code*.

CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Pursuant to Section 2252.152, *Texas Government Code*, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, *Texas Government Code*.

CONTACT INFORMATION

Questions relating to the solicitation document or response may be directed to Nicole Ivancic, contracting specialist, 936.468.4472.

Questions relating to the specifications may be directed to Gary Williams, Grounds Manager at 936-468-5107 with any questions regarding the site visit

STEPHEN F. AUSTIN STATE UNIVERSITY
Invitation To Bid # FIELDMAINT-FY20
CONTINUATION PAGE

CONTRACTOR RESPONSIBILITIES

Contractor shall provide the following services in accordance with all local, state and federal regulations. Some or all services may be required per visit depending on the needs of the University.

SCHEDULING:

- a) On-site treatment response required within 24 hours following a report of a major field concern. This will mostly be pre-game field treatment for the Athletic fields.
- b) Arrange scheduling for optimum maintenance time with SFA PPD Grounds Representative to minimize exposure to students, faculty, and staff.

IDENTIFICATION:

Provide the SFA soil lab with soil samples on an as needed basis to identify the needs of the specific field or lawn having persistent problems.

APPLICATION:

- a) All equipment and chemicals used shall be EPA, TCPQ, and State of Texas compliant.
- b) Apply all pre-emergent, post-emergent, fertilizer, and pest control in granular and/or liquid form as needed for the specific site.
- c) Amend soil, fertilize, or re-sod to achieve desired results as instructed by SFA PPD Grounds Representative.
- d) Any weed(s) still present after treatment shall be spot-treated at no additional charge.

DISPOSAL:

- a) Recycle, or dispose of all chemicals and fertilizer in accordance with all applicable federal, state, and local regulations and requirements.
- b) No chemicals or fertilizer used in any project application shall be left unattended or left behind on any campus facility.
- c) All residual chemicals and fertilizers used on any completed project shall be the ownership and responsibility of the contractor to dispose of properly.

REPORTING:

- a) Prepare, execute and maintain records of all chemicals used in accordance with all applicable laws and regulations.
- b) Provide the SFA PPD Grounds Representative with a manifest of all chemicals, fertilizer, and pest control for approval before application.
- c) Manifests and service locations for chemical disposal to be prepared with all information required by TCEQ, EPA and the State of Texas regulations.

UNSPECIFIED SERVICES:

Field, lawn, or pest control treatments not specified shall be negotiated prior to implementation of the service with the designated SFA PPD Grounds Representatives.

FINANCIAL SPECIFICATIONS

CAMPUS GROUNDS:

STEPHEN F. AUSTIN STATE UNIVERSITY
Invitation To Bid # FIELDMAINT-FY20
CONTINUATION PAGE

1.	Apply post emergent and/or pre-emergent: All areas including fence lines, poles, and flower beds, parking lots, rock or mulch flower beds, cracks, crevices, curbs, and fence posts on a monthly basis as directed by the PPD Grounds Representative. May require combination of mechanical spraying or backpack spraying. Beds, fence lines/poles should be free of weeds/grass from date of application for 30 days.	Per Month	_____	_____
2.	Application of Fertilizer and/or soil amendments as needed per instructions from the SFA PPD Grounds Representative.	Per application	_____	_____
3.	Annual late Spring – fertilizer, grub/fire ant /surface insect control per manufacturer's directions and SFA standards as directed by the SFA PPD Grounds Representative.	Per application	_____	_____
4.	Annual Summer – broadleaf weeds, insect control fire ants/ wasps / surface insect control per manufacturer's directions as directed by the SFA PPD Grounds Representative.	Per application	_____	_____
5.	Annual late Fall – quick release fertilizer, weed control, soil amendments to correct PH balance as directed by the SFA PPD Grounds Representative.	Per application	_____	_____
<u>SPORTS FIELDS:</u>				
6.	Apply post emergent and/or pre-emergent: Warning track skin, practice infield skin, running track, baseball, softball, Intramural Fields and any other athletic field not listed herein as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis. May require combination of mechanical spraying or backpack spraying. All fence lines/poles, under and around bleacher areas and above mentioned areas are to be free of weeds and/or grass from the date of application to 30 days.	Per Month	_____	_____
7.	Application of Fertilizer and/or soil amendments as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis.	Per application	_____	_____
8.	Annual late Spring – fertilizer, grub/fire ant /surface insect control per manufacturer's directions and as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis.	Per application	_____	_____
9.	Annual Summer – insect control fire ants/ wasps / surface insect control, fertilizer, broadleaf weed control to turf as needed, per manufacturer's directions, as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis.	Per application	_____	_____
10.	Annual early Fall – fertilizer, broadleaf weed control for turf on an as directed by the SFA PPD Grounds Representative	Per application	_____	_____

STEPHEN F. AUSTIN STATE UNIVERSITY
Invitation To Bid # FIELDMAINT-FY20
CONTINUATION PAGE

	or the Athletic Fields Maintenance Representative on an as needed basis.			
11.	Annual late Fall – fertilizer, broadleaf weed control for turf, soil amendments to correct PH balance as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis.	Per application	_____	_____
12.	Fungicide applications as needed throughout the year as directed by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative.	Per application	_____	_____
13.	Maximum Escalation Rate – This contract may be renewed four (4) additional one (1) year periods at the rate of escalation not to exceed (Escalation is only allowed September 1 st of each year):	_____ %		
	<u>OTHER VARIOUS SERVICES:</u>			
14.	- Soil Sample testing	each	_____	_____
15.	- Price per application to apply fungicide/insecticide to trees as needed	per tree	_____	_____
16.	- Price per application to apply dormant insect oil	1000 sq.ft.	_____	_____
17.	- Price of pelletized lime @ 30 lbs	1000 sq.ft.	_____	_____
18.	- Price per application to apply anti-desiccant on deciduous	each	_____	_____
19.	- Plug aerate, drag, and overseed 2 lbs lawn mix	1000 sq.ft.	_____	_____
20.	- Price per application to apply fungicide if needed to turf (with a 24 hour response time)	1000 sq.ft	_____	_____
21.	- Price to apply re-emergent	1000 sq.ft.	_____	_____
22.	- Plug aerate, drag, and over-seed 2 lbs athletic mix	1000 sq.ft	_____	_____
	NOTE: <i>Prices are per application, and are on an as needed basis to be determined by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative.</i> <i>Chemical/Fertilizer ratio mix shall be approved by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative before the application is completed.</i>			

**ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF QUOTATIONS.
ANY EXCEPTIONS THERETO 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 opportunity, 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 15 U.S.C. 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 may be 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, Subtitle D, 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 contract 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 payments 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 2155.4441, relating to the use of service contracts 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 should be submitted on this form. Each bid shall be placed in a separate envelope completely 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 or email service as a convenience only. The only telephone number for FAX submission of bids is 936-468-4282. The only email for email submission of bids is bids@sfasu.edu. The University shall not be responsible for bids or portions of bids received late, illegible, incomplete, or otherwise non-responsive due to failure of electronic equipment, technology error, or operator error. Confirmation of facsimile or email 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 all or any 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	
Sole Owner should also enter SSN# below	
5. **PAYMENT** - Vendor shall submit an itemized invoice showing Purchase 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.
6. **DELIVERY:**
 - 6.1 Bids should show the number of days required to place material in designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five day difference in delivery promise may break tie 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 increase, if any, in cost and handling to defaulting contractor.
 - 6.4 No substitutions or cancellations are permitted without prior written approval.
7. **ALTERNATE DISPUTE RESOLUTION:** Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter.
8. **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").
7. **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 in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
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.

EXHIBIT A

CAMPUS MAP

STEPHEN F. AUSTIN STATE UNIVERSITY

1. AG SHOP AND SOILS LAB (F5)

2. AGRICULTURE BUILDING (F6)

3. AGRICULTURE GREENHOUSE (F7)

4. ART BUILDING (F6)

5. ART STUDIO (F6)

6. AUSTIN BUILDING (SFA ADMINISTRATION) (C6)

7. BAKER PATILLO STUDENT CENTER (B7)

8. BIOLOGY GREENHOUSE (C7)

9. BOYNTON BUILDING (B6)

10. BRUNDRETT CONSERVATION EDUCATION BUILDING (D2)

11. COLE STEM BUILDING (C8)

12. DEWITT SCHOOL OF NURSING (A1)

13. DUGAS LIBERAL ARTS NORTH (C6)

14. EAST COLLEGE DINING HALL (E6)

15. EDUCATION ANNEX (D8)

16. FERGUSON BUILDING (C6)

17. FIELD HOUSE (F3)

18. FORESTRY BUILDING (D5)

19. FORESTRY GREENHOUSE (E5)

20. FORESTRY LABORATORIES (D5)

21. GAYLA MIZE GARDEN (I8)

22. GRIFFITH FINE ARTS BUILDING (A6)

23. GRIFFITH HALL (A8)

24. GROUNDS AND TRANSPORTATION (H8)

25. HALL 10 (B8)
26. HALL 14 (E6)

27. HALL 16 (F6)

28. HALL 20 (G5)

29. HINDS PARK (F1)

30. HOMER BRYCE STADIUM (F4)

31. HPE COMPLEX (D8)

32. HUMAN SCIENCES NORTH (D9)

33. HUMAN SCIENCES SOUTH (D9)

34. HUMAN SERVICES BUILDING (D6)

35. INTRAMURAL FIELDS (F8)

36. JANICE A. PATILLO EARLY CHILDHOOD RESEARCH CENTER (D4)

37. JOHNSON COLISEUM (H6)

38. KENNEDY AUDITORIUM (C7)

39. KERR HALL (B8)

40. KINGHAM CHILDREN'S GARDEN (G5)

41. LEHMANN CHEMISTRY BUILDING (C7)

42. LUMBERJACK LANDING (E6)

43. LUMBERJACK LODGE (D6)

44. LUMBERJACK VILLAGE COMMUNITY BUILDING (C8)

45. LUMBERJACK VILLAGE E (C9)

46. LUMBERJACK VILLAGE S (C9)

47. LUMBERJACK VILLAGE W (B9)

48. MAST ARBORETUM (G7)

49. MATH BUILDING (D7)

50. MAYS HALL (B8)
51. MCGEE BUSINESS BUILDING (D7)

52. MCKIBBEN EDUCATION BUILDING (D6)

53. MCKINNEY FINE ARTS ANNEX (A5)

54. MILITARY SCIENCE BUILDING (F5)

55. MILLER SCIENCE BUILDING (C7)

56. MURPHY WELLNESS CENTER (E4)

57. MUSIC PREPARATORY DIVISION (D1)

58. NORTH HALL (C8)

59. PARKING GARAGE, AIKMAN (C6)

60. PARKING GARAGE, STUDENT CENTER (B7)

61. PARKING GARAGE, VILLAGE (B8)

62. PARKING GARAGE, WILSON (E7)

63. PEARMAN ALUMNI CENTER (B6)

64. PERMITS AND CITATIONS (E6)

65. PHYSICAL PLANT (F6)

66. PINEYWOODS NATIVE PLANT CENTER (D2)

67. PRESIDENT'S RESIDENCE (C9)

68. PRESS BOX (E4)

69. PRINTING SERVICES/RESIDENCE LIFE OPERATIONS (I6)

70. PURCHASING AND CENTRAL STORES (F6)

71. RUBY M. MIZE AZALEA GARDEN (H7)

72. RUSK BUILDING (C6)

73. SAFETY OFFICE (D1)
74. SCHLIEF TENNIS COMPLEX (E9)

75. SCHOOL OF ART FILM HOUSE (B9)

76. SFA THEATER (SCENE SHOP) (A5)

77. SHELTON GYM (D7)

78. SOCIAL WORK BUILDING (B9)

79. SOUTH HALL (C8)

80. STEEN HALL (E5)

81. STEEN LIBRARY (D7)

82. STEPHEN F. AUSTIN STATUE (D7)

83. STONE FORT MUSEUM (C7)

84. STUDENT RECREATION CENTER (E7)

85. SWIMMING POOL (OUTDOOR) (E8)

86. TECHNICAL SUPPORT CENTER (E1)

87. TICKET BOOTH (F4)

88. TUCKER HEALTH SERVICES BUILDING (D5)

89. TUCKER HOUSE (D2)

90. UNIVERSITY POLICE DEPARTMENT (C5)

91. U.S. FOREST SERVICE (D5)

92. VISITOR INFORMATION BOOTH (A7)

93. WISELY HALL (C5)

94. WRIGHT MUSIC BUILDING (B6)

UPDATED AUGUST 2018

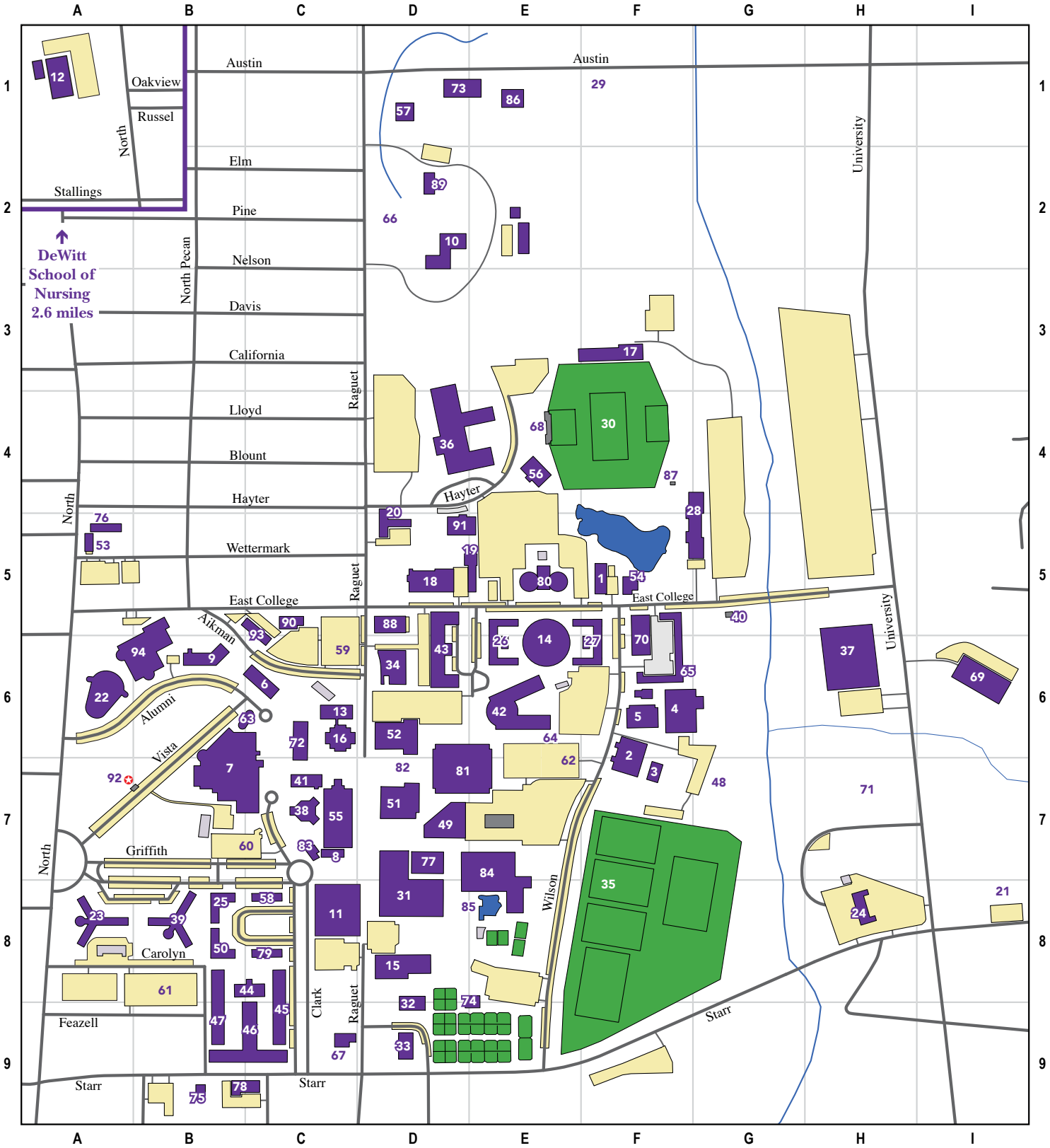


EXHIBIT B

HUB SUBCONTRACTING PLAN



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.

Rev. 2/17

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

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.

Rev. 2/17

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