

STEPHEN F. AUSTIN STATE UNIVERSITY

THE UNIVERSITY OF TEXAS SYSTEM * NACOGDOCHES, TEXAS

INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

**Bid No. FIELDMAINT-FY25
ADDENDUM 1**

Due Date: 08/23/2024 at 3:00 P.M.

Signature	City	Zip
Printed Name		
VENDOR NAME AND ADDRESS		
Name of Firm		
Mailing Address		
City	State	Zip

PHONE/FAX	Email to: bids@sfasu.edu
Phone	Phone (936) 468-2206
FAX	FAX (936) 468-4282
EMAIL	(See Section 2.3)

See Instruction 2.11 on Back for Vendor ID Number	Delivery in _____ Days	Cash Disc. _____ %	_____ Days
Is Vendor a State of Texas certified HUB? <input type="checkbox"/> Yes			

- Check all that apply if Preference Claimed under Rule 34 TAC 20.38**
- | | |
|--|---|
| <p><input type="checkbox"/> Supplies, materials or equipment: produced in TX/offered by TX bidders*</p> <p><input type="checkbox"/> Agricultural products grown in TX</p> <p><input type="checkbox"/> Agricultural products offered by TX bidders*</p> <p><input type="checkbox"/> USA produced supplies, materials or equipment</p> <p><input type="checkbox"/> Products produced at facilities located on formerly contaminated property</p> | <p><input type="checkbox"/> Products of persons with mental or physical disabilities</p> <p><input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials</p> <p><input type="checkbox"/> Energy efficient products</p> <p><input type="checkbox"/> Rubberized asphalt paving material</p> <p><input type="checkbox"/> Recycled motor oil and lubricants</p> <p><input type="checkbox"/> Products and services from economically depressed or blighted areas</p> |
|--|---|

*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			
	<p>PRE-BID MEETING/SITE VISIT SIGN-IN SHEETS The sign-in sheets from the mandatory pre-bid meeting/site visit held Monday, August 5, 2024 at 9:00 AM are attached.</p> <p>SPECIFICATIONS AND SCOPE OF WORK CHANGES <u>CAMPUS GROUNDS:</u></p>			
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	Per Month		

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	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.			
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	1,000 sq. ft.		

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	SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative on an as needed basis.			
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 plant	per tree		
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 Pre-emergent	1000 sq.ft.		
22.	- Plug aerate, drag, and over-seed 2 lbs. athletic mix	1000 sq.ft		
	<p>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.</p> <p>Chemical/Fertilizer ratio mix shall be approved by the SFA PPD Grounds Representative or the Athletic Fields Maintenance Representative before the application is completed.</p> <p>QUESTIONS DURING PRE-BID MEETING</p> <p>Is SFA wanting cost per application? (This was clarified with the corrections made to the above pricing sheet)</p> <p>What is meant by “apply anti-desiccant on deciduous” for Item 18? (This was clarified with the corrections made to the above pricing sheet)</p> <p>What is meant by “re-emergent” for Item 21? (This was clarified with the corrections made to the above pricing sheet)</p> <p>Do you expect us to resod areas or just amend soil and fertilize the area? No. The bidder will not be resodding.</p>			

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What is the square footage of bedding that we will be providing bidding for? This information is not available and will need to be determined by the awarded bidder. The scope changes each year as buildings come online and/or removed from maintenance.

Observatory Questions:

What needs to be done at the observatory? Very little work needs to be done at the observatory. Vendor will need to spray the rock beds and provide ant control. The telescope domes need to be free of vines and weeds so that they are able to spin freely.

CARRI Questions:

What will we need to spray here? There is currently construction going on. You will need to avoid the test gardens area. You do not have to spray around the vacant building but can see where upkeep is currently being done. Once the CARRI building is completed, there will possibly be beds added that will need to be tended.

Nursing School Questions:

Is the atrium included in Nursing? Yes. It is difficult to get into since there is only one entrance and is locked.

Are the beds being sprayed here? Yes, the current vendor does spray.

How many beds are there? There are at least two around the building. (Bidders were invited to walk around the building for a closer look)

Athletic Field Questions:

Can the contractor choose the chemicals? SFA PPD will have the final say in what chemicals are used but generally, the contractor will use preemergent and Roundup.

Who performs maintenance on the fields? The coaches are in charge of the fields. The former baseball coach mowed and used a string trimmer at the field. SFA Grounds and Transportation mows the football stadium and soccer fields.

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 The bidder nor 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, 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 Section 231.006 of the Texas Family Code (relating to 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, 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 2107.008 and 2252.903, Texas Government Code, any payments due under this contract will be applied directly toward 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 regardless of when it arises, until such debt or delinquent taxes are paid in full.
 - 1.7 Bidder certifies that they are in compliance with Texas Government Code, 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 & Business 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
3. **TIE BIDS** - Awards will be made in accordance with Rule TAC, Title 34, as amended. (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 item 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. Invoices and required supporting documents must be presented to: SFASU Accounts Payable, Box 6085, Nacogdoches, TX 75962 electronically submitted to accountspayable@sfasu.edu.
6. **DELIVERY:**
 - 6.1 Bids should show the number of days required to deliver material in designated location under normal conditions. Failure to state delivery obligations bidder to complete delivery in calendar days. A five-day difference in delivery promise may break tie bids. Unrealistic short 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 expedite 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 the contractor, if any, in cost and handling to default 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 this 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 materials 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"). Bidder acknowledges that University may be required to post a copy of the contract on its website in compliance with Section 2261.253(a)(1), Texas Government Code.
9. **NOTE TO BIDDERS:**
 - 9.1 Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.
 - 9.2 The Contractor shall defend, indemnify and hold harmless the State of Texas, all of its officers, agents and employees from and against claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of or resulting from any act or omission of contractor or any agent, employee, subcontractor, or supplier in the execution or performance of this contract.
 - 9.3 Contractor understands that acceptance of this contract acts as acceptance of authority of the State Auditor's Office or successor agency, or Stephen F. Austin's Internal Audit Services, to conduct an audit investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor agency, Stephen F. Austin's Internal Audit Services in the conduct of the audit or investigation, including providing all records requested. Contractor ensures that this clause concerning the audit funds received indirectly by subcontractor through Contractor and the requirement to cooperate is included in any subcontract award.



SIGN IN SHEET

Company Name: Rushing 2 Winders LLC Email: rushing2winders@windersTX.com

Representative Name: Amy Rushing Phone: 800 657 2465 Fax: 936 569 8084

Address: PO Box 635141 City: Nacogdoches St/Zip: TX 75968

CONTACT FOR HUB PAPERWORK (name, phone, email): Amy Rushing, 936 615 1204, rushing2winders@windersTX.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): _____



SIGN IN SHEET

Company Name: Suce Green Inc Email: Leehill@lets goevergreen.com
 Representative Name: Lee Hill Phone: 936 558 3321 Fax: 936 569 0591
 Address: PO Box 631573 City: Nacogdoches TX St/Zip: 75963
 CONTACT FOR HUB PAPERWORK (name, phone, email): Lee Hill (936) 558 3321 Leehill@lets goevergreen.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): _____



SIGN IN SHEET

Company Name: ABM ind. group Email: Jorge Melara @ ABM.com
 Representative Name: Jorge Melara Phone: 713-816-8754 Fax: _____
 Address: 14141 Southwest Fwy #400 City: Sugarland TX St/Zip: 77478
 CONTACT FOR HUB PAPERWORK (name, phone, email): Jason Johnson, Jason.Johnson@abm.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

THE UNIVERSITY OF TEXAS SYSTEM * NACOGDOCHES, TEXAS

INVITATION TO BID

FAILURE TO SIGN WILL DISQUALIFY BID

Bid No. FIELDMAINT-FY25

Due Date: 08/23/2024 at 3:00 P.M.

Signature _____ City _____ Zip _____

Printed Name _____
VENDOR NAME AND ADDRESS

PHONE/FAX _____

Email to: bids@sfasu.edu

Name of Firm _____

Phone _____

Phone (936) 468-2206

Mailing Address _____

FAX _____

FAX (936) 468-4282

(See Section 2.3)

City _____ State _____ Zip _____

EMAIL _____

See Instruction 2.11 on Back for Vendor ID Number Is Vendor a State of Texas certified HUB? <input type="checkbox"/> 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*
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- 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

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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, equipment and insurance necessary to accomplish weed control, lush lawns, pest control, and site-specific maintenance. <u>CONTRACT TERM</u> This contract will begin upon award with an ending date of August 31, 2025. 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			

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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, 2024 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:
26.0% 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 Lacey Bradshaw, Contracting Specialist II & HUB Coordinator, 936-468-4412, lacey.bradshaw@sfasu.edu.

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

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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

ADDITIONAL TERMS AND CONDITIONS

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

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.

The Board of Regents of The University of Texas System, Stephen F. Austin State University Campus, shall be named as additional insured. This is not applicable to the workers' compensation policy.

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

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. Bodily Injury	\$500,000
each occur	
b. Property Damage	\$300,000
each occur/aggregate	
c. Bodily Injury	\$500,000
each person, each occur	

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- a. F Damage
 \$300,000 each occur

- 5. 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.

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.

CONTACT INFORMATION

Questions relating to the solicitation document or response may be directed to Nicole Ivancic, Purchasing Manager, 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

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:

STEPHEN F. AUSTIN STATE UNIVERSITY
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	<p>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.</p> <p>APPLICATION:</p> <ul style="list-style-type: none"> 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. <p>Any weed(s) still present after treatment shall be spot-treated at no additional charge</p> <p>DISPOSAL:</p> <ul style="list-style-type: none"> 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. <p>All residual chemicals and fertilizers used on any completed project shall be the ownership and responsibility of the contractor to dispose of properly.</p> <p>REPORTING:</p> <ul style="list-style-type: none"> 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. <p>UNSPECIFIED SERVICES:</p> <p>Field, lawn, or pest control treatments not specified shall be negotiated prior to implementation of the service with the designated SFA PPD Grounds Representatives</p> <p><u>FINANCIAL SPECIFICATIONS</u></p> <p><u>CAMPUS GROUNDS:</u></p>			
1.	<p>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.</p>	Per Month		

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CONTINUATION PAGE

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 or the Athletic Fields Maintenance Representative on an as needed basis.	Per application		
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		

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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 The bidder nor 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, 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 Section 231.006 of the Texas Family Code (relating to 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, 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 2107.008 and 2252.903, Texas Government Code, any payments due under this contract will be applied directly toward 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 regardless of when it arises, until such debt or delinquent taxes are paid in full.
 - 1.7 Bidder certifies that they are in compliance with Texas Government Code, 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:

<p>Name of former Executive: _____</p> <p>Name of State Agency: _____</p> <p>Date of separation from State Agency: _____</p> <p>Position with bidder: _____</p> <p>Date of employment with bidder: _____</p>	<p>Enter Federal Employer's Identification Number _____</p> <p>Sole Owner should also enter SSN# below _____</p>
--	--
 - 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 & Business 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:
3. **TIE BIDS** - Awards will be made in accordance with Rule TAC, Title 34, as amended. (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 item 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. Invoices and required supporting documents must be presented to: SFASU Accounts Payable, Box 6085, Nacogdoches, TX 75962 electronically submitted to accountspayable@sfasu.edu.
6. **DELIVERY:**
 - 6.1 Bids should show the number of days required to deliver material in designated location under normal conditions. Failure to state delivery obligations bidder to complete delivery in calendar days. A five-day difference in delivery promise may break tie bids. Unrealistic 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 expedite 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 the contractor, if any, in cost and handling to default 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 materials 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"). Bidder acknowledges that University may require to post a copy of the contract on its website in compliance with Section 2261.253(a)(1), Texas Government Code.
9. **NOTE TO BIDDERS:**
 - 9.1 Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.
 - 9.2 The Contractor shall defend, indemnify and hold harmless the State of Texas, all of its officers, agents and employees from and against claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of or resulting from any act or omission of contractor or any agent, employee, subcontractor, or supplier in the execution or performance of this contract.
 - 9.3 Contractor understands that acceptance of this contract acts as acceptance of authority of the State Auditor's Office or successor agency, or Stephen F. Austin's Internal Audit Services, to conduct an audit investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor agency or Stephen F. Austin's Internal Audit Services in the conduct of the audit or investigation, including providing all records requested. Contractor ensures that this clause concerning the audit funds received indirectly by subcontractor through Contractor and the requirement to cooperate is included in any subcontract award.

EXHIBIT A











CAMPUS MAP

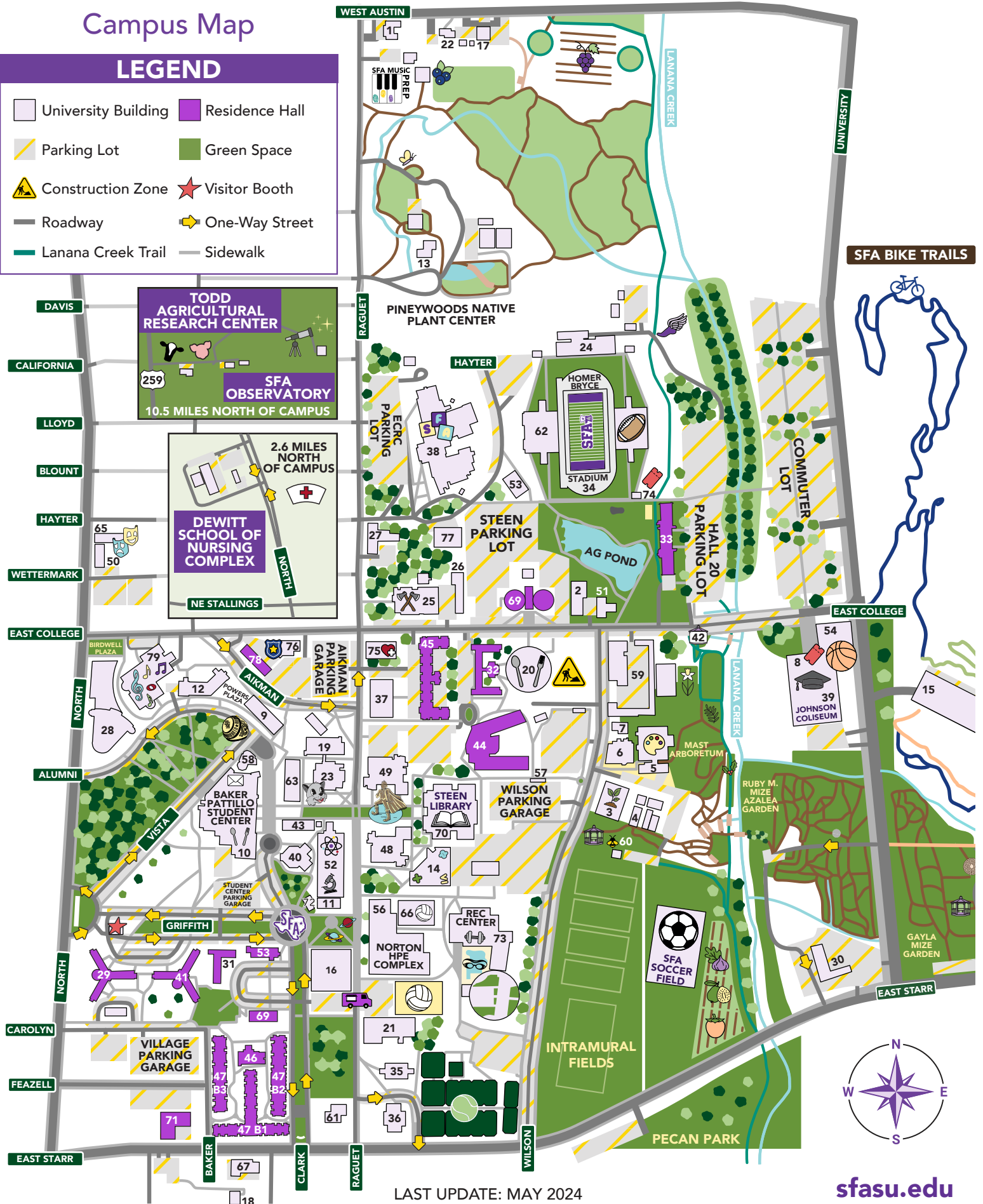
STEPHEN F. AUSTIN STATE UNIVERSITY

THE UNIVERSITY OF TEXAS SYSTEM ★ NACOGDOCHES, TEXAS

Campus Map

LEGEND

-  University Building
-  Residence Hall
-  Parking Lot
-  Green Space
-  Construction Zone
-  Visitor Booth
-  Roadway
-  One-Way Street
-  Lanana Creek Trail
-  Sidewalk



LAST UPDATE: MAY 2024

sfasu.edu

STEPHEN F. AUSTIN STATE UNIVERSITY

THE UNIVERSITY OF TEXAS SYSTEM ★ NACOGDOCHES, TEXAS

Campus Map

1. Advancement Annex
2. Agricultural Mechanics Shop
3. Agriculture Building
4. Agriculture Greenhouse
5. Art Building
6. Art Studio
7. Art Studio Annex
8. Athletics Ticket Office
9. Austin Building
10. Baker Pattillo Student Center
11. Biology Greenhouse
12. Boynton Building
13. Brundrett Conservation Education Building
14. Bush Mathematical Sciences Building
15. Central Stores and Receiving, Housing Operations
16. Cole STEM Building
17. Construction Management
18. Culinary Café
19. Dugas Liberal Arts North
20. Eatery on East
21. Education Annex
22. Environmental Health, Safety and Risk Management
23. Ferguson Building
24. Field House
25. Forestry Building
26. Forestry Greenhouse
27. Forestry Laboratories
28. Griffith Fine Arts Building
29. Griffith Hall
30. Grounds and Transportation
31. Hall 10
32. Hall 14
33. Hall 20
34. Homer Bryce Stadium
35. Human Sciences Building North
36. Human Sciences Building South
37. Human Services Building
38. Janice A. Pattillo Early Childhood Research Center
39. Johnson Coliseum
40. Kennedy Auditorium
41. Kerr Hall
42. Kingham Children's Garden
43. Lehmann Chemistry Building
44. Lumberjack Landing
45. Lumberjack Lodge
46. Lumberjack Village Community Building
47. Lumberjack Village (Buildings 1, 2 and 3)
48. McGee Business Building
49. McKibben Education Building
50. McKinney Fine Arts Annex
51. Military Science Building
52. Miller Science Building
53. Murphy Wellness Center
54. Naymola Basketball Performance Center
55. North Hall
56. Norton HPE Complex
57. Parking Services
58. Pearman Alumni Center
59. Physical Plant
60. The Plantery
61. President's House
62. Press Box
63. Rusk Building
64. Schlieff Tennis Complex
65. SFA Theatre Scene Shop
66. Shelton Gym
67. Social Work Building
68. South Hall
69. Steen Hall
70. Steen Library
71. STEM Apartments
72. Stone Fort Museum and
El Camino Real de los Tejas Demonstration Garden
73. Student Recreation Center
74. Ticket Booth
75. Tucker Building/Health and Wellness Hub
76. University Police Department
77. Wildlife Habitat and Silviculture Laboratory
78. Wisely Hall
79. Wright Music Building
 - Aikman Parking Garage
 - Student Center Parking Garage
 - Village Parking Garage
 - Wilson Parking Garage



Lot restrictions stop after 5 p.m., so you may park in any legal spot without a permit. Please note that a placard or plate is required to park in an accessible parking spot.

More maps, including maps of accessibility parking, sports parking and orientation parking are available at sfasu.edu/upd/parking-services/maps.

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 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.
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 #: _____
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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 <small>(mm/dd/yyyy)</small>
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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.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____	Requisition #: _____
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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/tpasscmbsearch/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 <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	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 <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		- Yes - No
		- Yes - No

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

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

NAME/ADDRESS	
Asian Contractor Association Website: www.acta-austin.com Phone: 512-926-5400 Fax: 512-926-5410	
Southwest Minority Supplier Development Council Website: www.smsdc.org Phone: 512-386-8766 Fax: 512-386-8988	
Dallas/Fort Worth Minority Supplier Development Council Website: http://affiliate.nmsdc.org/dfwmsdc Phone: 214-630-0747 Fax: 214-637-2241	
Houston Minority Supplier Development Council Website: www.hmsdc.org Contact: Angela Freeman 713-271-7805 Fax: 713-271-9770	
Tri-County Black Chamber of Commerce Website: http://www.tbcc.org Phone: 832-875-3977 Fax: 713-839-7329	
Women's Business Council – Southwest Website: http://www.wbcswsouthwest.org Contact: Taylor Crosby Phone: 817-299-0566	
Women's Business Enterprise Alliance Website: http://www.wbea-texas.org Phone: 713-681-9232	
Golden Triangle Minority Business Council Website: www.gtmbc.com PH: 409-962-8530 FX: 409-722-5402	
Hispanic Contractors Association de San Antonio Website: www.hcadesa.org PH: 210-444-1100 FX: 210-444-1101	
US Pan Asian American Chamber of Commerce Website: www.uspaacc-sw.org PH: 682-367-1393 FX: 817-469-9485	
El Paso Hispanic Chamber of Commerce Website: www.ephcc.org PH: 915-566-4066	

FX: 915-566-9714	
Regional Hispanic Contractors Association (RHCA) Website: www.tamacc.org PH: 972-786-0909 FX: 972-786-0910	
Texas Association of Mexican American Chambers of Commerce (TAMACC) Website: www.tamacc.org Contact: Pauline Anton Phone: 512-444-5727	
Construction News Group	
Texas Association	
START SELECTED VENDORS HERE	
ACUMEN ENTERPRISES, INC. PO BOX 673, DESOTO, TX 75123-0673 972-572-0701	AI / M
TIA FACILITY SERVICES LLC 2275 BILL HORN WAY, EL PASO, TX 79936-0717 915-433-7881	HI / F
EARTHCO LANDSCAPE CONSTRUCTION, LLC L.L.C., 4500 WILLIAMS DR. SUITE 212-108 GEORGETOWN, TX 78633-1332 512-818-7015	BL / M
ALTECA, L.L.C. 25691 ALTAS PALMAS RD., HARLINGEN, TX 78552-6370 956-423-1885	AI / M
LEE CONSTRUCTION AND MAINTENANCE COMPANY 8866 GULF FWY, SUITE 225 HOUSTON, TX 77017-6517 713-947-2422	AI / M
SOUTHERN BROTHERS PROPERTIES LLC 1100 NASA PKWY STE 204D, HOUSTON, TX 77058-2814 225-505-4150	BL / M
M-TECH ELECTRIC LLC 10959 CUTTEN RD, HOUSTON, TX 77066-5003 832-538-0648	HI / M
DURA PIER FACILITIES SERVICES, LTD PO BOX 2016, HUMBLE, TX 77347-2016	WO / F

ITB #FIELDMAINT-FY25**Opening date 08/23/2024****time 3:00 PM**

713-337-5700	
TEXAS ENVIRONMENTAL MANAGEMENT - SAN ANTONIO INC.,PO BOX 369 JUSTIN, TX 76247-0369 940-648-3640	WO / F
L & D EXPRESS LLC 24451 DOLCE MARINA CT, KATY, TX 77493-3979 281-923-2944	BL / F
MAVICH, LLC 638 STONEGLEN DR, KELLER, TX 76248-1310 682-503-4484	HI / F
DRB RECON SERVICES, LLC PO BOX 242, KENNARD, TX 75847-0242 936-204-1913	DV / M
INTEGRATED ENVIRONMENTAL SOLUTIONS, LLC 301 ELDORADO PKWY,STE 101 MCKINNEY, TX 75069-1489 972-562-7672	WO / F
F & N CARE SERVICES, LLC 716 GOLDEN NUGGET DR, MCKINNEY, TX 75069-8046 877-977-9446	BL / M
S J & J SOLUTIONS LLC PO BOX 769116,10430 EAGLE FOX SAN ANTONIO, TX 78245-9116 210-979-5544	BL / F
AJ COMMERCIAL SERVICES, INC. 1716 S. SAN MARCOS, STE. 117, SAN ANTONIO, TX 78207-7075 210-658-6113	HI / F
ACE CONTRACTORS, INC 8594 STATE HIGHWAY 21 W, SAN AUGUSTINE, TX 75972-5235 936-275-6228	WO / F
AZTECA DESIGNS, INC 20956 SOMERSET RD, SOMERSET, TX 78069-3321 210-375-1900	HI / F
RAESTONE HOLDINGS, INC 28818 RAESTONE STREET, SPRING, TX 77386-5441 832-235-9745	HI / F
F&V CONTRACTORS,LLC PO BOX 357,	HI / F

ITB #FIELDMAINT-FY25

Opening date 08/23/2024

time 3:00 PM

SPRING, TX 77383-0357 832-340-3031	
E CONTRACTORS USA, LLC 16554 CREEK BEND DR,SUITE 200 SUGAR LAND, TX 77478-4595 713-493-2500	AS / M
Booker's Tree Service, LLC 6515 magic oaks,San Antonio San Antonio, TX 78239-3541 210-657-8085	BL / M
BREEZYDAY LLC 21134 COUNTY ROAD 113, TYLER, TX 75703-8830 214-927-8966	BL / F
MID-TEX CONTRACTING LLC 2341 STATE HIGHWAY 22, WHITNEY, TX 76692-3573 254-716-8978	WO / F
Suregreen, Inc. 4601 NW Stallings Dr. Nacogdoches, TX 75964 936-569-0591	