**INVITATION TO BID**

#### *The University of Texas Health Science Center at Houston*

#### ITB No.: *744-B1430 Integrated Pest Management Plan*

Pre-Bid Meeting: Wednesday, May 14, 2014 @ 9:00AM CST

Bid Submittal Deadline: Wednesday, June 4, 2014 @ 2:00PM CST

HUB Plan Submittal Deadline: Wednesday, June 4, 2014 @ 2:00PM CST

****

Prepared By:

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May 2, 2014

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**SECTION 1**

**INTRODUCTION**

**1.1 Description of The University of Texas Health Science Center at Houston (UTHSC-H)**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHSC-H) is one of the fifteen component Universities of The University of Texas System. UTHSC-H is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

* Medical School Building (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) – 6431 Fannin Street
* Cyclotron Building (CYC) – 6431 Fannin Street
* School of Dentistry (SOD) – 7500 Cambridge Street
* School of Public Health (RAS) - 1200 Pressler Street
* School of Nursing (SON) – 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS)– 6767 Bertner Avenue
* Behavioral and Biomedical Sciences Building (BBS) – 1941 East Road
* Institute of Molecular Medicine (IMM) – 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* UT Professional Building (UTPB) – 6410 Fannin Street

UTHSC-H combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHSC-H is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHSC-H is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 4,500 employees and approximately 3,600 students. As a component of the University of Texas System, UTHSC-H is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

**1.2 Background and Special Circumstances**

The basis of The University of Texas Health Science Center at Houston (University), Integrated Pest Management (IPM) Plan is the regular monitoring for the presence of pests inside and around the structures of University buildings and, when necessary, to implement appropriate control measures. The goal of the IPM Plan is to provide effective, long-term pest control, while minimizing the use of pesticides. The Contractor must exhibit awareness and sensitivity to the fact that University environment cannot be compromised through deliberate or inadvertent contamination by pesticides. Scheduled routine pesticide treatments in and around any area of the University are prohibited. Pesticides should be applied only when nonchemical methods have proven ineffective or are impractical, and only in areas of known infestation.

It is essential to the success of the IPM Plan that the Contractor provides proactive services that identify housekeeping and structural design deficiencies that contribute to pest problems. All IPM Plan activities shall be planned and performed with the needs of the student, staff and patients as the foremost priority.

**1.3 Objective**

The University of Texas Health Science Center at Houston (“**University**”) is soliciting bids in response to this Invitation to Bid for Selection of a Vendor to Provide an Integrated Pest Management (IPM) Plan related to ITB No.744-B1430 (this “**ITB**”), from qualified vendors. The Services, are more specifically described in **Section 5.1** (Scope of Work) of this ITB.

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this ITB. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this ITB, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this ITB.

**1.5 Startup and Term of Agreement**

This Agreement shall be effective upon the execution of the Agreement and its performance shall begin on a date agreed upon by both parties, and shall continue for a two (2) year period. After the initial term of two years, the University, at its option, may extend this Agreement for up to three (3) one (1) year renewals. If the University extends this Agreement, the same terms, conditions, and method of payment shall apply during the extension period unless otherwise modified by both parties.

**SECTION 2**

**NOTICE TO RESPONDENTS**

**2.1 General**

**UTHSC-H** is accepting bids to enter into an Agreement with a firm for providing an integrated pest control plan pursuant to Sec. 51.780, *Texas Education Code*, in accordance with the terms, conditions and requirements set forth in this Invitation to Bid (“ITB”) No. 744-B1430 Integrated Pest Control Plan. This ITB provides sufficient information for interested parties to prepare and submit bids for consideration by University.

**RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS ITB CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.**

* 1. **Submittal Deadline**

University will accept bids until 2:00PM CST on Wednesday, June 4, 2014 (the “**Submittal Deadline**”).

**2.3 UTHSC-H Contacts**

Any questions or concerns regarding this Invitation to Bid shall be directed in writing via email to:

## The University of Texas Health Science Center at Houston

**Attn: Michael Ochoa, C.P.M., Purchasing Contracts Administrator**

**Email:** [**Michael.Ochoa@uth.tmc.edu**](mailto:Michael.Ochoa@uth.tmc.edu)

*University Contact must receive all questions or concerns via email no later than 10:00AM CST on Friday, May 23, 2014.*

University specifically requests that Respondents restrict all contact and questions regarding this ITB to the above named individual via email.

**2.4 Type of Contract**

Upon selection of a bid, the successful respondent will be required to enter into a contract in the form of UTHSC-H’s contract agreement.

**2.5 Inquiries and Interpretations**

Responses to inquiries which directly affect an interpretation or change to this ITB will be issued in writing by addendum (amendment) and e-mailed to all parties recorded by UTHSC-H as having received a copy of the ITB. All such addenda issued by UTHSC-H prior to the time that bids are received shall be considered part of the ITB, and the Respondent shall be required to consider and acknowledge receipt of such in his bid.

ANY Addendum issued by the Point-of-Contact for this ITB will be posted on the university of texas health science center at houston’s procurement services web site at: <http://www.uthouston.edu/buy/bid-list.htm>

Only those inquiries UTHSC-H replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The Respondent must acknowledge all addenda by signing the Pricing Schedule (Section 7)

**2.6 Public Information**

UTHSC-H considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded.

Respondents are hereby notified that UTHSC-H strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of ITB information.

2.7 Contract Award Process

The evaluation of the Bids shall be based on the requirements described in this ITB. **One Hundred percent (100%) of the evaluation will be based on the Respondent’s Pricing Bid.** All properly submitted Bids will be reviewed, evaluated, and ranked by the Owner.

2.8 Commitment

Respondent understands and agrees that this ITB is issued predicated on anticipated requirements for and that UTHSC-H has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this ITB. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent’s performance hereunder shall be at the sole risk and responsibility of Respondent.

The University reserves the right to accept or reject all or any part of any bid, waive minor technicalities, and award the bid to best serve the interests of the University.

* + 1. **Validity Period**

Bids are to be valid for UTHSC-H’s acceptance for a minimum of one hundred and twenty (120) days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

**2.9** **Historically Underutilized Businesses**

2.9.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this ITB, the Contractor subcontracts any of the Services, then the Contractor must make a good faith effort to utilize HUBs certified by the Texas Building and Procurement Commission. Proposals that fail to comply with the requirements contained in this Section 2.10 will constitute a material failure to comply with advertised specifications and will be rejected by the University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this ITB. Respondent acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this ITB. Furthermore, any subcontracting of the Services by the Respondent is subject to review by the University to ensure compliance with the HUB program.

2.9.2 The University has reviewed this ITB in accordance with Chapter 1, *Texas Administrative Code*, Section 111.13 (a), and has determined that subcontracting opportunities are probable under this ITB.

2.9.3 A HUB Subcontracting Plan (“**HSP**”) is required as part of Respondent’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as Appendix A and incorporated for all purposes.

*Each Respondent must complete and return the HSP in accordance with the terms and conditions of this ITB, including Appendix A Proposers that fail to do so will be considered non-responsive to this ITB in accordance with Section 2161.252, Texas Government Code.*

The Contractor will not be permitted to change its HSP unless: (1) the Contractor completes a newly modified version of the HSP in accordance with the terms of Appendix A that sets forth all changes requested by the Contractor, (2) the Contractor provides the University with such a modified version of the HSP, (3) the University approves the modified HSP in writing, and (4) all agreements or contractual arrangements resulting from this ITB are amended in writing by the University and the Contractor to conform to the modified HSP.

**Please note the HSP can be reviewed by the Manager of the HUB and Small Business Program up to 24 hours before the HSP is due.  THIS IS STRONGLY ENCOURAGED to ensure compliance with HSP guidelines.  Failure to meet guidelines outlined in the HSP will result in disqualification of your proposal.**

**It is recommended that ALL HSPs be reviewed by the HUB manager 7 DAYS prior to the HSP due date, thus allowing for correction and compliance.**

2.9.4 **Respondent must submit two (2) originals of the HSP to the University at the same time it submits its proposal to the University. The two (2) originals of the HSP must be submitted under separate cover and in a separate envelope (the “HSP Envelope”). Respondent must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:**

2.9.4.1 the “ITB No. 744-B1430” and the “Submittal Deadline Wednesday, June 4, 2014 @ 2:00PM CST”, both located in the lower left hand corner of the top surface of the envelope,

2.9.4.2 the name and the return address of the Respondent, and

2.9.4.3 the phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this ITB that is not accompanied by a separate HSP Envelope meeting the above requirements will be rejected by the University and returned to the Respondent unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, the University will open a Respondent’s HSP Envelope prior to opening the proposal submitted by the Respondent, in order to ensure that the Respondent has submitted the number of completed and signed originals of the Respondent’s HUB Subcontracting Plan (“HSP”) that are required by this ITB. A Respondent’s failure to submit the number of completed and signed originals of the HSP that are required by this ITB will result in the University’s rejection of the proposal submitted by that Respondent as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the Respondent unopened.

**For questions regarding HUB Subcontracting Plan, contact:**

**Shaun McGowan, Manager, HUB & Small Business Program**

**(713) 500-4862**

[Shaun.A.McGowan@uth.tmc.edu](mailto:Nina.Lahasky@uth.tmc.edu)

2.10 Key Events Schedule

Issue Invitation to Bid May 2, 2014

Pre-Bid Meeting Wednesday, May 14, 2014 @ 9:00AM CST

Site Visits May 14, 2014 – May 16, 2014

Last Day for Questions Friday, May 23, 2014 @ 10:00AM CST

Bid Submittal Deadline Wednesday, June 4, 2014 @ 2:00PM CST

HUB Plan Submittal Deadline Wednesday, June 4, 2014 @ 2:00PM CST

**2.11 Eligible Respondents**

Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude an applicant from having consultants.)

**2.12 Pre-Bid Meeting / Site Visits**

University will hold a **Pre-Bid Meeting** on Wednesday, May 14, 2014 beginning at 9:00AM CST at the Operations Center Building (OCB) located at 1851 Cross Point, Houston, TX 77054 in room 1.160. **Site Visits** will begin immediately after a brief meeting regarding the project. The Pre-Bid Meeting / Site Visits will allow all Proposers an opportunity to ask University representatives relevant questions, to tour the sites, and to clarify provisions of this ITB. **\*\*PLEASE allow adequate time for finding the sites and for parking on campus as not all sites have parking garages or lots directly attached. See Appendix B for maps of the area.\*\***

**Day 1 – Location 1 - at 9am**

Operations Center Building (OCB) - Lobby Area

1851 Cross Point

Houston, TX 77054

**Day 1 – Location 2 - 10:30AM**

Harris County Psychiatric Hospital (HCPC) - Lobby Area

2800 S. MacGregor Way  
Houston, TX 77030

**Day 1 – Location 3 - at 12:30PM**

Medical School Building (MSB) & Medical School Expansion (MSE) – Lobby Area

6431 Fannin Street

Houston, TX 77030   
  
From the Medical School Building (MSB), we will proceed on to:

Cyclotron Building (CYC)

**Day 2 – Location 1 - at 9AM**

Institute of Molecular Medicine (IMM) - Lobby Area

7000 Fannin Street

Houston, TX 77030

From the Institute of Molecular Medicine (IMM), we will proceed on to:

University Center Tower (UCT)

**Day 2 – Location 2 - at 12:00PM**

School of Nursing (SON) – Lobby Area

6901 Bertner Avenue

Houston, TX 77030

From the School of Nursing (SON), we will proceed on to:

School of Public Health (SPH)

**Day 3 – Location 1 - at 8:30AM**

School of Dentistry - Lobby Area

7500 Cambridge

Houston, TX 77054

From the School of Dentistry (SOD), we will proceed on to:

Cooley Life Center (CLC)

Behavioral & Biomedical Sciences Building (BBS)

**Day 3 – Location 2 - at 10:30AM**

Recreation Center – Conference Room

7779 Knight Road

Houston, TX 77054

From the School of Dentistry (SOD), we will proceed on to:

Student / Faculty Housing – (SFA)

Child Development Center – (CDC)

**Day 3 – Location3 – 1:00PM**

University Professional Building – (UPB) – Lobby Area

6410 Fannin Street

Houston, TX 77030

From the University Professional Building (UPB), we will proceed on to:

University Professional Garage – (UPG)

**SECTION 3**

**BID REQUIREMENTS**

3.1 General Instructions

A. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.

B. Submittals and any other information submitted by Respondents in response to this ITB shall become the property of UTHSC-H.

C. UTHSC-H will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications at their own risk and expense.

D. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the ITB documents, or irregularities of any kind are subject to disqualification by UTHSC-H, at its option.

E. Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this ITB and the potential ITB. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of UTHSC-H's needs.

F. UTHSC-H makes no guarantee that an award will be made as a result of this ITB or any subsequent ITB, and reserves the right to accept or reject any or all submittals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this ITB or resulting ITB or contract when deemed to be in UTHSC-H's best interest. Representations made within the qualifications submittal and any subsequent bid will be binding on responding firms. UTHSC-H will not be bound to act by any previous communication or submittal submitted by the firms other than this ITB.

G. Firms wishing to submit a “No-Bid” are requested to return the first page of the Execution of Offer (ref. Section 6, page 15). The returned form should indicate your company's name and include the words “No-Bid” in the right-hand column.

H. Failure to comply with the requirements contained in this Invitation to Bid may result in the rejection of your bid.

I. Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a legal joint venture. Any associates will be disqualified. (This does not preclude an applicant from having consultants.)

J. When ten related projects are requested, do not list more than ten. When up to three project examples are requested, do not list more than three.

3.2 Preparation and Submittal Instructions

A. Respondents must complete, sign and return the attached Execution of Offer, Section 6, as part of their bid response. Bid must be signed by Respondent's company official(s) authorized to commit such bids. Failure to sign and return these forms will subject your qualification to be disqualified.

B. Responses to this ITB should consist of answers to required questions in Section 8 Respondent Questionnaire. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

C. Submission

1. Two (2) identical copies of the bid including any supplemental printed material referenced with the ITB, must be submitted and received in the office of Procurement, on or before the time and date specified, pursuant to the Notice to Respondents (ref. Subsection 2.2) and delivered to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Cross Point, Suite 1.160

Houston, Texas 77054

Attn: Michael Ochoa, C.P.M.

NOTE: Show the Invitation to Bid number and submittal date in the lower left-hand corner of your sealed bid envelope (box/container).

2. The materials submitted must be enclosed in a sealed envelope (box or container); the package must show clearly the submittal deadline; the ITB number must be clearly visible; and name and the return address of the Respondent must be clearly visible. If submitting a HUB Subcontracting Plan, the Plan must be submitted in a separate sealed envelope and identified as the HUB Plan on the front of the envelope.

3. Late bids properly identified will be returned to Respondent unopened. Late bids will not be considered under any circumstances.

4. Telephone bids are not acceptable when in response to the Invitation to Bid.

1. Facsimile (“FAX”) bids are not acceptable when in response to this Invitation to Bid.
2. Email bids are not acceptable when in response to this Invitation to Bid.

**NOTE: It is the responsibility of the Respondent to insure that their bid is submitted to meet the deadline date and time requirements.**

* 1. **Pricing**

**Respondent is required to complete the Pricing Schedule that is associated with this ITB in (Section 7).**

3.4 Submittal Checklist

Firms are instructed to complete, sign and return the following documents as a part of their submittal. Failure to return these completed documents will subject your submittal to disqualification.

* + - **Section 6 - Signed and Completed Execution of Offer**
    - **Section 7 - Signed and Completed Pricing Schedule**
    - **Section 8 – Respondent Questionnaire**
    - **Appendix A – Completed HUB Subcontracting Plan**
    - **Signed and Completed W-9 Form**
    - **Copy of Proposer’s insurance certificate in accordance with limits stated in Sec. 4.4**

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

4.1 Compliance with Law

Contractor is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991 and all laws and regulations and executive orders as are applicable.

4.2 UTHSC-H's Right to Audit

At any time during the term of this Contract and for a period of four (4) years thereafter UTHSC-H or a duly authorized audit representative of UTHSC-H, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by UTHSC-H reveals any errors/overpayments by UTHSC-H, Contractor shall refund UTHSC-H the full amount of such overpayments within thirty (30) days of such audit findings, or UTHSC-H, at its option, reserves the right to deduct such amounts owing UTHSC-H from any payments due Contractor.

4.3 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Contractor agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

4.4 Insurance

* 1. For any Contract which requires the Contractor to provide on-site services, the Contractor shall, prior to commencement of work, provide UTHSC-H with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the Contract unless such Contract specifies different coverage’s or amounts.
     1. Workers’ Compensation: Statutory
     2. Employer’s Liability $ 500,000.00 each occurrence
     3. Comprehensive General Liability:

- Bodily Injury $1,000,000.00 each person

$1,000,000.00 each occurrence

-Property Damage $1,000,000.00 each occurrence

* + 1. Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)

-Bodily Injury: $1,000,000.00 each person

$1,000,000.00 each occurrence

-Property Damage: $ 1,000,000.00 each occurrence

* 1. Contractor shall deliver to UTHSC-H:
     1. Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any services to be performed by Contractor hereunder from or after the date of any agreement or purchase order; and
     2. Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies, UTHSC-H shall have the right to make such payments and set‑off the amount thereof against the next payment coming due to Contractor under any purchase order or agreement; and
     3. Such Certificates shall name UTHSC-H as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to UTHSC-H, giving UTHSC-H the right to pay the Premium to maintain coverage, in which event Paragraph 4.4.B.2 shall apply.
  2. The insurance policies required in this ITB shall be kept in force for the periods specified below:
     1. Commercial General Liability Insurance, Auto Liability, and Owner’s and Contractor’s Protective shall be kept in force until receipt of final payment by the Contractor;
     2. Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed and accepted by UTHSC-H in writing.
  3. Contractor shall provide UTHSC-H a full and complete copy of any insurance policy promptly upon request by UTHSC-H, and without charge to UTHSC-H.

4.5 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Contractor for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of, the State.

4.6 Non-Disclosure

Contractor and UTHSC-H acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Contractor or UTHSC-H, unless (i) required by law, (ii) by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

4.7 Publicity

Contractor agrees that it shall not publicize this Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of UTHSC-H's employees or use UTHSC-H's name in connection with any sales promotion or publicity event without the prior express written approval of UTHSC-H.

4.8 Assignment

The potential agreement with Contractor resulting from this ITB is a personal service contract for the services of Contractor, and Contractor's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party. The benefits and burdens of this agreement are, however, assignable by UTHSC-H.

4.9 Assignment of Overcharge Claims

Contractor hereby assigns to UTHSC-H any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

4.10 Patent and Copyright

Contractor shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by this Contract.

4.11 Texas Public Information Act

UTHSC-H considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq) after a contract is awarded.

Respondents are hereby notified that UTHSC-H strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of ITB information.

4.12 Freedom of Access and Use of Facilities

Contractor's employees shall have reasonable and free access to use only those facilities of UTHSC-H that are necessary to perform services under this Contract and shall have no right of access to any other facilities of UTHSC-H.

4.13 Observance of UTHSC-H Rules and Regulations

Contractor agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, and parking and security regulations.

4.14 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this ITB.

4.15 Governing Law

This ITB any subsequent ITB, and resulting agreement or purchase order, shall be construed and governed by the laws of the State of Texas.

4.16 Funding Out Clause

Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the Board of Regents of The University of Texas System (the “Board”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University shall issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

**SECTION 5**

**SPECIFICATIONS**

5.1 Scope of Work

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. The Contractor shall provide a comprehensive Integrated Pest Management (IPM) Plan for the buildings and other areas specified herein. IPM is a process for achieving long-term, environmentally sound pest suppression through the use of a wide variety of technological and management practices. Control strategies in an IPM Plan should extend beyond the application of pesticides to include structural and procedural modifications that reduce the food, water, harborage, and access used by pests.

The Contractor shall furnish all supervision, labor, materials, and equipment necessary to accomplish the surveillance, trapping, and pesticide application components of the IPM Plan. The Contractor shall also provide detailed, site-specific recommendations for structural and procedural modifications necessary to achieve pest prevention. The Contractor shall demonstrate an understanding of the concept of the IPM method of pest control. Control practices in an IPM program are not based on the routine application of pesticides, but on monitoring and inspecting for pests, modifying structures, improving sanitation, and changing personnel practices that can contribute to pest problems. Pest control is achieved in an IPM program by making accurate decisions as to when control measures are needed and the type of control measures to be used.

At a minimum, the IPM program shall consist of the development and implementation of regularly scheduled pest management services; routine and special meetings among pest management personnel and University officials; written reports describing program status and recommendations for the corrective actions that may to be implemented by the University or the Contractor; and provide emergency pest control call out services.

The Contractor shall use methods and procedures for identifying sites of pest harborage and access, and for making objective assessments of pest population levels throughout the term of the contract. Service protocols are to address the following specific location groupings:

* Group 1. Labs, Classrooms, Office Areas
* Group 2. Harris County Psychiatric Center Facilities- specifically address Patient rooms.
* Group 3. University Housing – All residential units, Recreation Center and Child Development Center
* Group 4. Public Areas, restrooms, hallways, elevator shafts, mechanical rooms, storage and janitorial closets
* Group 5. Food prep/serving, break rooms, dining, and vending areas
* Group 6. Exterior Treatment – Perimeter of buildings, grounds, parking lots, dock areas, adjacent walkways.

5.1.1 **Pests Included and Excluded.** The Contractor shall adequately suppress the following pests: Indoor populations of commensal rodents (e.g., Norway and roof rats, house mice), all types of cockroaches, all types of non-wood destroying ants (including but not limited to fire, pharaoh and crazy ants), flies, spiders, mosquitos, gnats, as well as other common occasional invaders. Pests specifically excluded from this agreement are: Wood destroying insects, Stinging insects (Bees, wasps and scorpions) and Bed bugs. Management of excluded pests may be requested as an additional service.

5.1.2 **Initial Inspections of Facilities and Start up Service.** The Contractor shall conduct a thorough initial inspection of each building or site. The purpose of the initial inspections is for the Contractor to evaluate the pest control needs of all premises and to identify problem areas and any equipment, structural features, or management practices that are contributing to pest infestation. Access to building space shall be coordinated with the University. The University will inform the Contractor of any restrictions or areas requiring special scheduling. Within the first forty five (45) days of contract award, the Contractor is to inspect and apply all necessary materials to control interior and exterior crawling insect and rodent population. During this inspection; you should submit a list of perceived critical issues for this project.

5.1.3 **Pest Control Plan.** Contractor shall submit to the designated University Officials a Pest Control Plan for each building or site. This plan will outline the routine scheduled service frequency, treatment, equipment and supplies necessary to ensure the effective Integrated Pest management Program.

5.1.4 **Call out Service**: University will notify Contractor if any pest infestation occurs prior to the next routine scheduled service. Contractor must remedy the situation at no additional charge to the University. The following guidelines have been set by the University and must be accepted by the Contractor. They are as follows:

* EMERGENCIES BETWEEN 8am-5pm M-F: 2 hour response time
* EMERGENCIES BETWEEN 5pm-8am M-F: To be determined upon award
* NON-EMERGENCIES require treatment within 24 business hours

CONTRACTOR must have a 24 hour phone or pager contact with a 1 hour call back response time.

5.1.5 **Record Keeping.** The Contractor shall be responsible for maintaining a pest control logbook or file for each building or site specified in this contract. A copy of these records shall be kept on University property and maintained by the Contractor. Each logbook shall contain the following items:

A. Pest Control Plan: A copy of the Contractor's approved Pest Control Plan for that facility, including labels and MSDS sheets for all pesticides used in the building, brand names of all pest control devices and equipment used in the building, and the Contractor's service schedule for the building.

B. Service & Complaint Logs: A logbook for recording service visit activities, complaints from staff concerning pest observations or pesticide applications. Forms should show times in and out and should be signed by the Contractor at each service visit.

C. Service Report Forms: Customer copies of the Contractor's Service Report Form, documenting all information on pesticide applications, pest sightings, sanitation/environmental status, and building maintenance needs.

5.1.6 **Monthly Service Reports.** The Contractor shall provide monthly service reports within fifteen (15) days following the end of each month. The service reports shall include, but not be limited to, the following:

* Man-hours for routine services
* Location, man-hours, and work description of special, emergency, and additional services
* Identification and listing of type and quantity of pesticides and containerized baits used
* Written statement of recommended structural and procedural modifications for District facilities

5.1.7 **Posting.** The Contractor shall fulfill all obligations with regard to posting, as required by the Texas Structural Pest Control Board. The University will be responsible to post, in a prominent location, pest control signs provided by the Contractor in fulfillment of obligations under Texas laws and regulations. In the event of emergency applications, the University will display the pest control sign in a prominent location at the time of treatment.

5.1.8 **Times of Service.** The Contractor shall perform routine pest control services only during times when students are not expected to be present for normal academic activities for at least 12 hours after the application. The Contractor shall work with the University Official to determine whether an emergency situation exists before applying any pesticides. In such cases pesticides may be applied only to the local area of infestation if students are present or if less than 12 hours will elapse before students are expected to be present. In the event of such an emergency treatment, the contractor will maintain records of the reasons for such treatments for the period prescribed by law.

5.1.9 **Environment and Safety Issues**: The Contractor shall observe all safety precautions listed on the manufacturer’s label instructions or material safety data sheet throughout the performance of this Agreement. *The application of pesticides is subject to the Federal Insecticide, Fungicide, and Rodenticide Act (7 United States Code 136 et seq.), Environmental Protection Agency regulations in 40 Code of Federal Regulations, Occupational Safety and Health Administration regulations, and state and local regulations.* Where there is a conflict between applicable regulations, the most stringent will apply. The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work. The Contractor shall be responsible for any citations received for non-compliance with University Environmental Health and Safety regulations/standards relating to any failure of performance/non-performance of Contractor employees. Lack of knowledge of the Contractor shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

5.1.10 **Uniforms and Protective Clothing.** All Contractor personnel working in or around buildings designated under this contract shall wear distinctive uniform clothing. The Contractor shall determine and provide additional personal protective equipment required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

5.1.11 **Vehicles.** Vehicles used by the Contractor shall be identified in accordance with state and local regulations and shall be operated in a safe manner on University property. Vehicles must meet Texas Department of Transportation requirements.

5.1.12 **Licensing.** Throughout the term of this contract, the Contractor shall maintain a current business license issued by the Structural Pest Control Board. Upon contract award, the Contractor shall provide a current list of names along with photocopies of the commercial applicator or technician's licenses for every Contractor employee who will be performing on-site services under this contract. In addition, all Contractor personnel providing on-site pest control service must maintain licensing (in categories appropriate to the work being performed) as commercial applicators or licensed technicians. Unlicensed applicators will not be permitted to provide service to the University under this contract.

5.1.13 **Entomologist.** Contractor shall have an employed, trained entomologist or access to one as a consultant. A board Certified Entomologist (B.C.E.) is a person with formal training in entomology whose expertise has been examined and certified by the Entomological Society of America. (For more information about B.C.E.s in your area, contact the Entomological Society of America at 9301 Annapolis Road, Suite 300, Lanham, MD 20176-3115 phone (301) 731-4535

5.1.14 **Complaints.** Should at any time the University become dissatisfied with pest control service, the successful Contractor shall be notified by University Officials regarding problems that occurred. The notice will detail the problems and site(s) which is experiencing the problems. The contractor will be required to contact the IPM Coordinator to discuss possible solutions, and the contractor will be given a date by which a written response with the proposed solutions must be submitted.

5.1.15 **Structural Modifications and Recommendations.** The Contractor shall be responsible for advising University Officials about any structural, sanitary, or procedural modifications that would reduce pest food, water, harborage, or access. The Contractor shall be responsible for adequately suppressing all pests included in this contract regardless of whether or not the University implements suggested modifications. The University will not hold the Contractor responsible for carrying out structural modifications as part of the pest control effort. However, minor applications of caulk and other sealing materials by the Contractor to eliminate pest harborage or access may be approved by the University on a case-by-case basis. The Contractor shall obtain the approval of University Officials prior to any application of sealing material or other structural modification.

5.1.16 **Use of Pesticides.** The Contractor shall be responsible for application of pesticides according to the label. All pesticides used by the Contractor must be registered with the U.S. Environmental Protection Agency (EPA) and by the State of Texas. Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable Federal, state and local laws and regulations.

The Contractor shall adhere to the following rules for pesticide selection and use:

A. Non-pesticide Products and Their Use: The Contractor shall use non-pesticide methods of control wherever possible. For example:

Portable vacuums rather than pesticide sprays shall be used for initial clean-outs of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs wherever appropriate.

Trapping devices rather than pesticide sprays shall be used for indoor fly control wherever appropriate.

B. Application by Need: Pesticide application shall be according to need and not by schedule. As a general rule, application of pesticides in any inside or outside area shall not occur unless visual inspections or monitoring devices indicate the presence of pests in that specific area. Preventive pesticide treatment of areas where surveillance indicates a potential insect or rodent infestation, are acceptable on a case-by-case basis, as approved by University officials.

C. Pesticide Products and Their Use: When it is determined that a pesticide must be used in order to obtain adequate control, the Contractor shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control. Containerized and other types of crack and crevice-applied bait formulations, rather than sprays, shall be used for cockroach and ant control wherever appropriate. As a general rule, liquid aerosol, or dust formulations shall be applied only as crack and crevice treatments with application devices specifically designed or modified for this purpose. "Crack and crevice treatment" is defined in this contract as an application of small amounts of insecticides into cracks and crevices in which insects hide or through which they may enter a building. Application of pesticide liquid, aerosol, or dust to exposed surfaces, and pesticide space sprays (including fogs, mists, and ultra-low volume applications), shall be restricted to unique situations where no alternative measures are practical. The Contractor shall obtain the approval of the University officials prior to any application of pesticide liquid, aerosol, or dust to exposed surfaces, or any space spray treatment in any area that is or can contact any scientific, medical or potentially sensitive area where the use of pesticides could have negative effects or critically endanger, research, animal or human entities. The Contractor shall take all necessary precautions to ensure student and staff safety, and all necessary steps to ensure the containment of the pesticide to the site of application.

D. Pesticide Storage/Disposal: The Contractor shall not store, or dispose of, any pesticide product on University property.

E. Pesticide Sales and Distribution: The Contractor shall not sell, share, or make available any pesticide products to any non-licensed University employee.

5.1.17 **Rodent Control.** As a general rule, rodent control inside occupied buildings shall be accomplished with trapping devices. All such devices shall be concealed out of the general view and in protected areas so as not to be affected by routine cleaning and other operations. Trapping devices shall be checked on a schedule approved by University officials. Trapping shall not be performed during periods when maintenance will be delayed by holidays, weekends, etc. The Contractor shall be responsible for disposing of all trapped rodents and all rodent carcasses in an appropriate and timely manner. In circumstances when rodenticides are deemed essential for adequate rodent control inside occupied buildings, the Contractor shall obtain the approval of the University officials prior to making any interior rodenticide treatment. All rodenticides, regardless of packaging, shall be placed either in locations inaccessible to children, pets, wildlife, and domestic animals--or in EPA-approved, tamper-resistant bait boxes. As a general rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows, wherever feasible. Frequency of bait box servicing shall depend upon the level of rodent infestation. All bait boxes shall be maintained in accordance with EPA regulations, with an emphasis on the safety of non-target organisms. The Contractor shall adhere to the following rules:

* All bait boxes shall be placed out of the general view, in locations where they will not be disturbed by routine operations. The lids of all bait boxes shall be securely locked or fastened shut.
* All bait boxes shall be securely attached or anchored to the floor, ground, wall, or other surface, so that the box cannot be picked up or moved.
* Bait shall always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
* All bait boxes shall be labeled with the Contractor's business name and address, and dated by the Contractor's technician at the time of installation and at each servicing.

5.1.18 **Program Evaluation.** The University will continually evaluate the progress of this contract in terms of effectiveness and safety, and will require such changes as are necessary. The Contractor shall take prompt action to correct all identified deficiencies.

5.1.19 **Quality Control Program.** The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within *(5)* working days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the University. The program shall include the following items:

A. Inspection System: The Contractor shall develop a system for monitoring the effectiveness of the services provided to the University. The purpose of this system is to detect and correct deficiencies in the quality of services before the level of performance becomes unacceptable and/or University or health department inspectors identify the deficiencies.

B. Quality Control Checklist: A quality control checklist shall be used in evaluating contract performance during regularly scheduled and unscheduled inspections. The checklist shall include all buildings or sites serviced by the Contractor as well as every task required to be performed.

C. Quality Control File: A quality control file shall contain a record of all inspections conducted by the Contractor and any corrective actions taken. The file shall be maintained throughout the term of the contract and made available to the University upon request.

D. Inspectors: The Contractor shall state the name(s) of the individual(s) responsible for performing the quality control inspections.

5.1.20 **Locations for Services**: all locations below shall be identified in the Pest Control Plan. The Exterior Treatment will also include – Perimeter of buildings, grounds, parking lots, dock areas, and adjacent walkways that are UT property. See **Appendix C** for building square footage.

Medical School Building (MSB)

6431 Fannin Street

Medical School Expansion (MSE)

6431 Fannin Street

Cyclotron Building (CYC)

6431 Fannin Street

School of Dentistry (SOD)

7500 Cambridge Street

School of Public Health (RAS)

1200 Herman Pressler Drive

School of Nursing (SON)

6901 Bertner Avenue

Behavioral & Biomedical Sciences Building (BBS)

1941 East Road

Institute of Molecular Medicine (IMM)

1825 Pressler Street

Harris County Psychiatric Center (HCPC)

2800 South MacGregor Drive

Operations Center Building (OCB)

1851 Cross Point Avenue

University Center Tower (UCT)

7000 Fannin Street

UT Professional Building (UTPB)

6410 Fannin Street

UT Housing (SFA)

7900 Cambridge Street

Recreation Center (REC)

7779 Knight Road

Child Care Development Center (CDC)

7900 Cambridge Street

Note- This Project consists of IPM duties on residential and hospital buildings that will remain occupied during services please be sure to describe your plan to implement services to minimize impact to the occupants in the existing building.

In addition, the Contractor will work with the IPM University Officials to establish population levels that constitute unacceptable levels of pest presence in University facilities.

5.2 Delivery

Time is of the essence in the performance of Contractor’s duties. Failure of the Contractor to notify UTHSC-H sufficiently in advance of inability to complete within the delivery schedule, shall grant UTHSC-H the option of canceling the order, purchasing from the best available source, and charging the Contractor the difference between the Contract price and actual purchase, if any, plus cost of handling. Notwithstanding the foregoing, UTHSC-H shall have no obligation to accept late performance or to waive timely performance by Contractor.

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**SECTION 6**

**EXECUTION OF OFFER**

**ITB NO.: 744-B1430**

**THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S BID. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE BID MAY RESULT IN REJECTION OF THE BID.**

**SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED BID OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT’S BID, AND THE RESPONDENT MAY BE REMOVED FROM ALL BID LISTS AT UTHSC-H. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT UTHSC-H'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.**

By signing this Exhibit, Contractor affirms, certifies, and warrants that the information set forth in this Exhibit is current, complete, and accurate. Contractor agrees that in the event Contractor makes a false statement by affirming, certifying, or warranting the information set forth in this Exhibit, The University of Texas Health Science Center at Houston (UTHSC-H) may, at its option, terminate any Agreement to which this Exhibit is attached without further liability, and Contractor shall be removed from all UTHSC-H bid lists.

Contractor agrees to notify UTHSC-H in writing within thirty (30) days of any changes in the affirmations, certifications, and warranties made by Contractor under this Exhibit.

1. By signing this Exhibit, Contractor affirms, certifies, and warrants that it has neither given, offered to give, and has no intention 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 any Agreement in which this Exhibit is attached.

2. By signing this Exhibit, Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

3. By signing this Exhibit, Contractor pursuant to Section 2155.004, Texas Government Code certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

4. By signing this Exhibit, Contractor affirms, certifies, and warrants that neither Contractor nor the firm, corporation, partnership or institution represented by Contractor, or anyone acting for such firm, corporation, or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et. seq. *Texas Business and Commerce Code*, or the federal antitrust laws, nor communicated directly or indirectly Contractor’s bid or bid made to UTHSC-H to any competitor or any other person engaged in such line of business. By signing this Exhibit, Contractor affirms, certifies, and warrants that it has not received compensation for participation in the preparation of the specifications for any Agreement or of the Invitation to Bidon which any Agreement is based. (Reference Section 2155.004, *Texas Government Code*.)

5. By signing this Exhibit, Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable

6. By signing this Exhibit, Contractor agrees that pursuant to Sections 2107.008 and 2252.903, Texas Government Code any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

7. By signing this Exhibit, Contractor affirms, certifies, and warrants that it is not suspended, debarred, or listed in the U.S. General Services Administration's List of Parties Excluded From Federal Procurement or Non‑Procurement Programs, or excluded from award by the United States Office of the Inspector General (“OIG”) regarding Medicare, Medicaid, or other federal programs. Contractor further acknowledges that UTHSC-H is prohibited by federal regulations from allowing any employee, subcontractor or agent of Contractor to work on site at UTHSC-H’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Contractor affirms, certifies, and warrants that it shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals/Entities issued by the OIG to work on site at UTHSC-H’s premises or facilities. Contractor affirms, certifies, and warrants that it shall perform an OIG sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at UTHSC-H’s premises or facilities. Contractor acknowledges that UTHSC-H will require immediate removal of any employee, subcontractor or agent of Contractor assigned to work at UTHSC-H‘s premises or facilities if such employee, subcontractor or agent is found to be on the OIG's List of Excluded Individuals/Entities. The OIG's List of Excluded Individuals/Entities may be accessed through the following Internet website: http://oig.hhs.gov/fraud/exclusions/listofexcluded.html

In addition Contractor affirms, certifies, and warrants the following:

(a) Contractor is not disbarred, excluded, or other ineligibility for participation in state and federally funded health care programs or receipt of state or federal funds by querying the Medicaid and Title XX Provider Exclusion List maintained by the Texas Health and Human Services Commission: <http://oig.hhsc.state.tx.us/Exclusions/Search.aspx>.

(b) Contractor is not disbarred and/or excluded from federal procurement programs by querying the System for Award Management maintained by the Federal Service Desk: <https://www.sam.gov/portal/public/SAM/>.

(c) Contractor is not designated as a Specially Designated National by querying the Specially Designated Nationals List maintained by the United States Department of the Treasury, Office of Foreign Assets Control: <http://www.treas.gov/offices/enforcement/ofac/sdn/>.

(d) Contractor has not been debarred from doing business with the State of Texas by querying Debarred Vendor List maintained by the Texas Comptroller of Public Accounts: <http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/>

Contractor is in good standing with the Texas Comptroller of Public Accounts by querying the Certification of Account Status database maintained by the Texas Comptroller of Public Accounts: <http://ourcpa.cpa.state.tx.us/coa/Index.html>

Contractor is current and not on hold with the Texas Comptroller of Public Accounts by querying the Taxpayer and Vendor Account Information list maintained by the Texas Comptroller of Public accounts: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>

8. By signing this Exhibit, Contractor affirms, certifies, and warrants that it will comply with all specifications, requirements, terms, and conditions set forth in any Agreement and attachments in which this Exhibit is attached. Contractor affirms, certifies, and warrants that the products or services Contractor provides under this/or any Agreement will meet or exceed the specifications set forth in any Agreement.

9. By signing this Exhibit, Contractor affirms, certifies, and warrants that all statements and information prepared and submitted under any Agreement in which this Exhibit is attached (including all information submitted by Contractor in response to or to verify the affirmations, certifications, and warranties set forth in this Exhibit) are current, complete, and accurate.

10. By signing this Exhibit, Contractor certifies that pursuant to Section 231.006, Texas Family Code it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

11. By signing this Exhibit, Contractor covenants and agrees that as required by Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, the Contractor shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

12. If Contractor is a franchise, then

(a) Contractor affirms, certifies, and warrants that it shall maintain such franchise in full force and effect at all times during the existence of this Agreement, and

(b) Contractor shall provide UTHSC-H with all data that UTHSC-H, in its sole discretion, deems necessary to identify Contractor’s franchise, the date on which Contractor’s franchise will expire, and to certify that Contractor’s franchise remains in good standing at all times during the existence of the Agreement

13. By signing this Exhibit, Contractor affirms, certifies, and warrants that (1) no relationship (whether by blood, marriage, business association, capital funding agreement or by any other kinship or connection) exists between Contractor and an employee of any component of The University of Texas System, (2) Contractor or employee of Contractor who is designated to perform work on behalf of Contractor to UTHSC-H has not been an employee of any component of The University of Texas System within the twelve (12) month period immediately prior to the date of this Exhibit; and (3) Contractor or employee of Contractor who is designated to perform work on behalf of Contractor to UTSC-H has not been employed by a state agency at any time during the two (2) years immediately prior to the date of this Exhibit. In the event 1, 2, or 3 applies, Contractor agrees to provide a full written disclosure of the relationship to UTHSC-H prior the execution of this Exhibit. For item 3, the Contractor or employee of Contractor must specifically include: 1) the nature of the previous employment; 2) the date employment terminated; and 3) the annual rate of compensation at the time of termination.

Contractor understands that all such disclosures will be subject to administrative review, and approval by UTHSC-H prior to UTHSC-H’s execution of any Agreement.

14. By signing this Exhibit, Contractor in accordance with Section 2157.005, Texas Government Code expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Contractor represents and warrants to University that the technology provided to University for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this clause, the phrase "equivalent access" means substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

15. OSHA COMPLIANCE

By signing this Exhibit, Contractor affirms, certifies, and warrants that all goods and services furnished under any Agreement with UTHSC-H will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect as of the date on which the goods or services are furnished.

16. CERTIFICATIONS OF NONSEGREGATED FACILITIES & EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE

By signing this Exhibit, Contractor affirms, certifies, and warrants that it (1) does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) will not maintain or provide for its employees any segregated facilities at any of its establishments, and (3) will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification shall constitute Contractor’s violation of the Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended. The term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise but does not include separate rest room facilities for men and women. Contractor further agrees that, except where prior to the start of any Agreement, Contractor has contracts in place with subcontractors that exceed $10,000.00 in value and which are not exempt from the provisions of the Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended, Contractor will retain such certifications for each one of its subcontractors in Contractor’s files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Nonsegregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Employment Opportunities provisions of the Civil Rights Act of 1964, as amended. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Contractor understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

17. AFFIRMATIVE ACTION COMPLIANCE

In addition to the Contractor’s affirmation, certification, and warranty under Article 10 of this Exhibit, if any Agreement exceeds $50,000.00 in value Contractor, shall provide a copy of its written Civil Rights "Affirmative Action Compliance Program" which shall be incorporated into an Attachment A to this Exhibit. If Contractor is NOT required to have such a written Civil Rights "Affirmative Action Compliance Program", please complete the following:

Respondent’s Federal Tax Identification No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If a Corporation:

Respondent’s State of Incorporation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Respondent’s Charter No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please identify each person who owns at least 25%of Respondent’s business entity by name:

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name |  |
|  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name |  |

Submitted and Certified By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Respondent’s Name) (Authorized Signature)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date) (Printed Name/Title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Email Address) (Telephone Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Street Address) (Facsimile Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(City, State, Zip Code)

**SECTION 7**

**PRICING SCHEDULE**

**ITB NO. 744-B1430**

**TO:** The University of Texas Health Science Center at Houston

**BY:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(City, State, Zip Code)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)

**PROJECT:** 744-B1430 Integrated Pest Control Plan

Dear Madam/Sir:

Having carefully examined the Project Requirements and Specifications as prepared by the University of Texas Health Science Center at Houston (the Owner of this Project), as well as the premises and all conditions affecting the work, the undersigned promises to furnish all equipment, labor, materials, supervision, services, and required bonding to complete the entire work in complete accordance with the above document for the following firm, fixed prices. The University will not accept bids which include assumptions or exceptions to the work identified in the Project Requirements.

**I. Pricing**

The pricing shall be listed to coincide with the scope of work described in the Scope of Work, Section 5.1.

**Initial Start-up Services Costs per Facility**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **BUILDING** | **LOCATION** | **Initial Start-Up Service Cost** |
| 1 | Medical School Building (MSB) | 6431 Fannin Street | $\_\_\_\_\_\_\_\_\_\_ |
| 2 | Cyclotron Building (CYC) | 6431 Fannin Street | $\_\_\_\_\_\_\_\_\_\_ |
| 3 | Medical School Expansion Bldg. (MSE) | 6431 Fannin Street | $\_\_\_\_\_\_\_\_\_\_ |
| 4 | School of Dentistry (SOD) | 7500 Cambridge Street | $\_\_\_\_\_\_\_\_\_\_ |
| 5 | Cooley Life Center (CLC) | 7440 Cambridge Street | $\_\_\_\_\_\_\_\_\_\_ |
| 6 | School of Public Health (RAS) | 1200 Herman Pressler Drive | $\_\_\_\_\_\_\_\_\_\_ |
| 7 | School of Nursing (SON) | 6901 Bertner Avenue | $\_\_\_\_\_\_\_\_\_\_ |
| 8 | Institute of Molecular Medicine (IMM) | 1825 Pressler Street | $\_\_\_\_\_\_\_\_\_\_ |
| 9 | Harris County Psychiatric Center (HCPC) | 2800 South MacGregor Drive | $\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |
| 10 | Operations Center Building (OCB) | 1851 Cross Point Avenue | $\_\_\_\_\_\_\_\_\_\_ |
| 11 | University Center Tower (UCT) | 7000 Fannin Street | $\_\_\_\_\_\_\_\_\_\_ |
| 12 | UT Professional Building (UTPB) | 6410 Fannin Street | $\_\_\_\_\_\_\_\_\_\_ |
| 13 | UT Housing - 806 Units (SFA) | 7900 Cambridge Street | $\_\_\_\_\_\_\_\_\_\_ |
| 14 | Recreation Center (REC) | 7779 Knight Road | $\_\_\_\_\_\_\_\_\_\_ |
| 15 | Child Care Development Center (CDC) | 7900 Cambridge Street | $\_\_\_\_\_\_\_\_\_\_ |
| 16 | Behavioral & Biomedical Sciences Bldg. (BBS) | 1941 East Road | $\_\_\_\_\_\_\_\_\_\_ |
|  | TOTAL | Total Start-Up Service Cost | $\_\_\_\_\_\_\_\_\_\_ |

**Monthly Costs per Facility**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **BUILDING** | **LOCATION** | **Unit Price / Frequency** |
| 1 | Medical School Building (MSB) | 6431 Fannin Street | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
| 2 | Cyclotron Building (CYC) | 6431 Fannin Street | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
| 3 | Medical School Expansion Bldg. (MSE) | 6431 Fannin Street | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
| 4 | School of Dentistry (SOD) | 7500 Cambridge Street | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
| 5 | Cooley Life Center (CLC) | 7440 Cambridge Street | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
| 6 | School of Public Health (RAS) | 1200 Herman Pressler Drive | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
| 7 | School of Nursing (SON) | 6901 Bertner Avenue | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
| 8 | Institute of Molecular Medicine (IMM) | 1825 Pressler Street | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
| 9 | Harris County Psychiatric Center (HCPC) | 2800 South MacGregor Drive | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
|  |  |  |  |
| 10 | Operations Center Building (OCB) | 1851 Cross Point Avenue | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
| 11 | University Center Tower (UCT) | 7000 Fannin Street | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
| 12 | UT Professional Building (UTPB) | 6410 Fannin Street | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
| 13 | UT Housing - 806 Units (SFA) | 7900 Cambridge Street | $\_\_\_\_\_\_\_\_\_\_ / Each Unit every 90 Days |
| 14 | Recreation Center (REC) | 7779 Knight Road | $\_\_\_\_\_\_\_\_\_\_ / Quarterly |
| 15 | Child Care Development Center (CDC) | 7900 Cambridge Street | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
| 16 | Behavioral & Biomedical Sciences Bldg. (BBS) | 1941 East Road | $\_\_\_\_\_\_\_\_\_\_ / Monthly |
|  | TOTAL | Entire 12 Month Cost | $\_\_\_\_\_\_\_\_\_\_ / Total Annually |

**II. COMMENCEMENT OF SERVICES:**

Calendar Days to Begin Services after Notification: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Calendar Days

**III. UNIVERSITY’S PAYMENT TERMS:**

University’s standard payment terms for services are “Net 30 days.” Indicate below the prompt payment discount that Proposer will provide to University:

Prompt Payment Discount: \_\_\_\_\_%\_\_\_\_\_days/net 30 days.

The undersigned acknowledges that he has read and complies with the Bidding Requirements and General Requirements and Terms and Conditions of this ITB.

The undersigned acknowledges receipt of the following Addenda to this ITB:

No. \_\_\_\_ No. \_\_\_\_ No. \_\_\_\_ No. \_\_\_\_ No. \_\_\_\_

The undersigned agrees, if awarded the Contract, to execute the Contract within ten (10) days after notification of award, and to commence work within ten (10) days after the Work Order is issued by The University of Texas Health Science Center at Houston.

Respectfully Submitted,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Company Name)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(SEAL: If bid is by a Corporation) Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SECTION 8**

**RESPONDENT QUESTIONNAIRE**

Respondents are requested to submit complete responses to each of the items listed below. Responses are to be submitted as an attachment to your bid package. Please reference each response by its item number indicated below.

* 1. Legal name of the company:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the office which would be providing service: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Years in Business: \_\_\_\_\_\_

Type of Operation: Individual: \_\_\_\_\_\_ Partnership: \_\_\_\_\_\_

Corporation: \_\_\_\_\_\_ Government: \_\_\_\_\_\_

Number of Employees: \_\_\_\_\_\_

Annual Sales Volume: \_\_\_\_\_\_

* 1. State that you will provide a copy of your company’s financial statements for the past two (2) years, if requested by University.
  2. Provide a Financial rating of your company and any documents, including a Dunn and Bradstreet analysis which indicates the financial stability of your company.
  3. Is your company for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
  4. Provided details of all past pending litigation or claims filed against your company that would affect your company’s performance under a Contract with University.
  5. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution or other entity. If yes, specify date(s), details, circumstances and prospects for resolution.
  6. Does any relationship exist whether by relative, business associate, capital funding agreement or any other such kinship exist between your company and any University employee? If yes, please explain.
  7. Identify and describe past experience for providing the required services that are most related to this projectwithin the last five (5) years. At least 3 projects must be listed. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
* Project name, location, contract delivery method, and description
* Final project cost
* Type of project duties
* Name of Project Manager (individual responsible to the Owner for the overall success of the project)
* Name of Project Superintendent (individual responsible for coordinating the day to day work)
* The Owner’s representative who served as the day-to-day liaison during the service period, including telephone number
* Length of business relationship with the Owner.

References shall be considered relevant based on specific project participation and experience with the respondent. The Owner reserves the right to contact references at any time during the ITB process.