

Request for Proposals

UNTHSC IREB 2ND, 3RD, 4TH FLOOR RENOVATION FURNITURE

RFP763-23-978ER

RFP763-23-978ER
UNTHSC IREB 2nd, 3rd, 4th Floor Renovation - Furniture
REQUEST FOR PROPOSAL

Proposal of: _____
(Company Name)

In accordance with Education Code 51.783, the University of North Texas Health Science Center (UNTHSC), subsequently referred to as the Owner, is accepting proposals and intends to enter into an agreement with a General Construction Respondent in accordance with the terms, conditions and requirements set forth in this Request for Proposal (RFP).

UNTS is accepting bids no later than 2:00 p.m. CDT on August 24, 2023. Responses received after the date and hour previously stated will not receive consideration.

The scope of work of this RFP is to provide and install furniture for the UNT Health Science Center, IREB 2nd, 3rd, 4th Floor Renovation, which is a four (4) story, 170,000gsf academic facility located at 3430 Camp Bowie Boulevard, Fort Worth, TX 75034.

PROPOSERS ARE CAUTIONED TO READ THE INFORMATION CONTAINED OR REFERRED TO IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AS DIRECTED.

1. PRE-PROPOSAL MEETING:

A virtual pre-proposal meeting will be conducted to answer any questions regarding the scope of the project and the submission of the HUB Subcontracting Plan. Attendance is not mandatory but highly recommended. The pre-proposal meeting will be held virtually via Microsoft Teams meeting:

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 247 811 029 593
Passcode: g74EHn
[Download Teams](#) | [Join on the web](#)
Or call in (audio only)
[+1 940-304-2772,,414936028#](#) United States, Denton
Phone Conference ID: 414 936 028#
[Find a local number](#) | [Reset PIN](#)
[Learn More](#) | [Meeting options](#)

2. PROJECT PROPOSED SCHEDULE

July 26, 2023		Issue RFP
August 1, 2023	10:30 a.m.	Pre-Proposal Meeting
August 9, 2023	2:00 p.m.	Deadline for Submission of Questions
August 11, 2023	5:00 p.m.	Responses to Questions Post on Website
August 24, 2023	2:00 p.m.	Deadline for Submission of Proposal
August 24, 2023	2:00 p.m.	Deadline for HUB Sub-Contracting Plan
August 28, 2023	2:00 p.m.	Virtual public opening
September 2023		Formal Award Notification
September 2023		Anticipated Notice to Proceed

3. GENERAL REQUIREMENTS

3.1 Pricing

Your proposal must include all labor, material, equipment and services necessary to complete the work required by the construction documents. Pricing reflects the full Scope of Work defined herein; inclusive of all associated cost for delivery, labor, insurance, taxes, overhead and profit, or as otherwise defined, as appropriate.

3.2 Unit Prices

When requested, Respondents must price per unit shown. Unit prices shall govern in the event of extension errors. Respondents must give unit prices for each item to be purchased. An "All or None" response by Respondent may be rejected at the option of the Owner. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.

3.3 Schedule

Time is of the essence in the performance of the Respondent's duties. It is critical that a realistic expedited schedule is provided. **Installation needs to be completed in stages with fifteen (15) ET.01 tables for Level 2 by October 12, 2023; remaining twenty-five (25) ET.01 tables delivered to Level 4 by December 14, 2023. Delivery for LT.01, tables to be installed for Level 3 by January 31, 2024.** Dealers to provide realistic timeline of delivery and installation with their proposal. There must be a dedicated service representative who will manage all components of the procurement, delivery, and warranty period for the project. On site representation is required during delivery, install and punch.

3.4 Purchasing Items

- A. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. **Substitution requests or alternates will not be considered.**
- B. Unless otherwise specified, all material shall be new and unused.
- C. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
- D. Samples, when requested, must be furnished free of expense to the Owner. If not destroyed in examination, they will be returned to Respondent, on request, at Respondent's expense. Each sample should be marked with Respondent's name, address, and requisition number. Do not enclose in or attach offer to sample.
- E. A one (1) year warranty from substantial completion is required.
- F. Delivery
 - i. Show number of days required to complete project under normal conditions.
 - ii. No substitutions permitted without written approval of Owner.
- G. Inspection and Tests

All work will be subject to inspection and test by the Owner. All costs shall be borne by the respondent in the event of failed inspection or tests.
- H. Miscellaneous
 - i. Dealers must be responsible for removing all trash from the site and cannot use any of the site trash receptacles.

- ii. If temporary furniture is required due to delays in shipments or availability of items needed for this project, furniture vendor will be expected to notify Owner of delays and provide schedule to provide furniture items for move in.

3.5 Eligible Respondents

Only individual firms or formal joint ventures may apply. Two (2) firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude a respondent from having consultants.)

4. SUBMISSION OF PROPOSALS

- 4.1 Submit a total of one (1) complete copy of the entire response. The Proposal Form must be signed. Proposals may be submitted via UNT System Jaggaer (web link provided below).
 - A. The Owner reserves the right to accept late proposals; however, proposals received after opening time will not be accepted.
 - B. Facsimile ("FAX") or emailed proposals are **not** acceptable.
 - C. When submitting electronically, use link below:
<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS>

The only method of delivery of responses is via **UNTS Jaggaer**, see link above and below.

In order to submit proposals electronically, Proposer must have a working, registered vendor username and password to login. If this is the first time Proposer has attempted to submit a response electronically, please register at:

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS>

Proposers are highly encouraged to ensure you have a working login in advance of the submission deadline.

Proposer is responsible for ensuring it has the technical capability to submit its proposal via electronic submission.

Browser requirements: Chrome

Proposer shall be solely responsible for ensuring timely submission of the Proposal.

UNTS is not responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal of inaccessibility of the submitted data. **Proposers are highly encouraged to prepare and allow for sufficient time to familiarize themselves with the electronic submission requirements and to address any technical or data issues Prior to the Proposal due date and time.**

Proposals will be received until the date and time established for receipt, then opened. The names of the respondents who submitted proposals will be made available. **A virtual public opening shall be held on August 28, 2023 promptly at 2:00p.m. CDT. Public bid opening will be held virtually via Microsoft Teams meeting:**

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 240 345 743 38

Passcode: 73Z9BX

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 940-304-2772,,307522830# United States, Denton

Phone Conference ID: 307 522 830#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

Any questions or concerns regarding this Request for Proposals shall be directed to:

Elaine Robbins – Construction Contract Coordinator II
University of North Texas System
Office of Strategic Infrastructure, Planning & Construction

Please submit solicitation questions to: elaine.robbs@untsystem.edu

All questions must be received no later than August 9, 2023, at 2:00p.m. CDT. All questions and answers will be posted to the website by 5:00p.m. CDT, August 11, 2023.

The Owner specifically requests that Respondents restrict all contact and questions regarding this RFP to the above-named individual.

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in electronically by addendum (amendment) and posted at:

<https://finance.untsystem.edu/vendor-resources/bid-inquiry/bid-opportunities.php>

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS>, and

<http://www.txsmartbuy.com/esbd>

All such addenda issued by the Owner prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of such on the proposal form. Respondents are responsible for obtaining any addenda posted on the websites listed above.

Only those inquiries the Owner replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. The Respondent must acknowledge all addenda on this proposal form.

4.2 Compliance with Law

Respondent 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 other laws and regulations and executive orders as are applicable.

4.3 University's Right to Audit

At any time during the term of any Contract resulting from this solicitation and for a period of seven (7) years thereafter, the Owner or a duly authorized audit representative of the Owner or the State of Texas, at its expense and at reasonable times, reserves the right to audit Respondent's records and books relevant to all services provided under this Contract. In the event such an audit by the Owner reveals any errors/overpayments by the Owner, Respondent shall refund the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owing the Owner from any payments due Respondent.

4.4 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Respondent 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 Respondent 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.

4.5 Insurance

The Respondent shall provide and maintain insurance, as required. The minimum insurance coverage requirements are stated in Division 00, Section 007000, *UGC*.

4.6 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Respondent for the performance of services associated with and pertinent to the resultant Agreement 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.

4.7 Non-Disclosure

Respondent and Owner 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 Respondent or Owner, unless (i) required by law, (ii) required 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.

4.8 Publicity

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

4.9 Assignment

The potential agreement with Respondent resulting from this RFP is a personal service contract for the services of Respondent, and Respondent's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party without the Owner's prior written consent. The benefits and burdens of such agreement are, however, assignable by the Owner.

4.10 Assignment of Overcharge Claims

Respondent hereby assigns to the Owner 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).

4.11 Patent and Copyright

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

4.12 Texas Public Information Act

The Owner 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 the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of RFP information.

4.13 Freedom of Access and Use of Facilities

Respondent's employees shall have reasonable and free access to use only those facilities of the Owner that are necessary to perform services under a resulting Contract and shall have no right of access to any other facilities of the Owner.

4.14 Observance of University Rules and Regulations

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

4.15 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 RFP.

4.16 Governing Law

- A. This RFP, and any resulting Contract, agreement or purchase order shall be construed and governed by the laws of the State of Texas.
- B. The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have been issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that is required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this order may be terminated by either party upon written notice to the other party.
- C. **Important Notice:** Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to, the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).
- D. **Federal Funds:** All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions, even if part of a State or local government follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement

requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document, vendor certifies that vendor is in compliance with OMB A-110 and that vendor is not on the Debarred Bidders List.

4.17 Owner's Special Conditions

The Owner requires full compliance with Purchase Order and General Requirements. The documents shall be a part of this RFP and the Purchase Order.

4.18 Prevailing Wage Schedule, University of North Texas

Prevailing wage schedule shall in accordance with Texas Government Code, Chapter 2258. The hourly wage rate for work over forty (40) hours a week and work on legal holidays shall be not less than one and one-half (1.5) times the hourly rates.

Respondents shall base their proposals on rates they expect to pay. The Owner will not consider claims for extra payment to the Respondent on account of payment of wages higher than those required by Texas Government Code, Chapter 2258.

4.19 Pursuant to Section 231.006 of the Family Code, response must include names and social security numbers of each person with at least twenty-five (25) percent ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

4.20 **Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.**

- A. **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.
- B. **Excess Obligations Prohibited:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which the Owner applies annually. Any purchase order may be canceled at any time without penalty if legislative and/or Owner funds are not appropriated for goods or services obligated on any purchase order beyond the current fiscal year (September 1 through August 31 of any given year.)
- C. **Cancellation:** Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by the Owner for some other reason through no fault of the vendor, the vendor will be contacted. The Owner reserves the right to cancel this contract upon thirty (30) days written notice to the Respondent. The Respondent must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should unforeseeable conditions occur.
- D. **Miscellaneous:** The laws of the State of Texas shall prevail, including the Public Information Act. Any Order is not confidential. All transactions associated with this Order may be subject to audit. Vendor, by accepting this Order agrees to allow access to all records regarding this transaction upon written request by UNTS Internal Auditors and/or UNTS Business Support Services Procurement department.

5. EVALUATION

5.1 The successful offer will be the offer that is submitted in response to this Proposal by the Submittal Deadline and provides the Best Value to the Owner at the Owner's sole discretion. Offers will be evaluated by an evaluation committee that will include employees of the Owner and other persons invited by the Owner to participate. The evaluation of offers and the selection of the Successful Offer will be based on the information provided to the Owner by the respondent in response to the Specifications section of this Proposal. Consideration may also be given to any additional information and comments if

such information or comments increase the benefits to the Owner. The successful respondent(s) will be issued a purchase order from the UNTS Business Support Center.

The evaluation committee will determine if Best and Final Offers are necessary. Award of a Purchase Order may be made without Best and Final Offers. The Owner may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of the Owner and will be extended in writing.

In evaluating Proposals to determine the best value for the State, the Owner may consider information related to past contract performance of a Respondent including, but not limited to, Texas Comptroller of Public Account's Vendor Performance Tracking System.

5.2 Evaluation Criteria

Proposals will be opened publicly to identify the names of the proposers and their respective proposed agreement amounts. Other contents of the Proposals will be afforded security sufficient to preclude disclosure of the contents prior to award. Proposals will be evaluated by the Owner. The criteria for evaluation, Best Value determination using Education Code 51.783 and selection of the successful proposer for this award, will be based upon the equally weighted factors listed below:

- A. Proposed agreement amount listed on Proposal form.
- B. Proposed number of calendar days to deliver product indicated on Proposal form.
- C. The qualifications and experience of the proposer's key personnel, proposed project team – dealer & manufacturer, line list. Explain your process and how you manage submittal reviews, delivery, installation, punch list, warranty items, and who the point of contacts are at each phase.
- D. Proposer's number of years in business, ownership/leadership.
- E. The quality of references from owners for similar projects completed by the proposer within the last five (5) years.
- F. The proposer's proposed project schedule and the demonstrated ability to have met expedited schedules on similar projects. Schedule should indicate submittal review, delivery, installation and punch list completion.
- G. Provide information as to how company will manage delays as delivery or availability of items requested may pertain to any delays, manufacturing lead times, and availability of temporary furniture for classrooms if needed.
- H. The sufficiency of the proposer's financial resources.

6. AWARD PROCESS

- 6.1 After the opening of the offers and upon completion of the initial review and evaluation of the offers submitted, selected respondents may be invited to participate in oral presentations. The selection of the Successful Offer may be made by the Owner on the basis of the offers initially submitted, without discussion, clarification or modification. In the alternative, selection of the Successful Offer may be made by the Owner on the basis of negotiation with any of the respondents. At the Owner's sole option and discretion, it may discuss and negotiate all elements of the offers submitted by selected respondents within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest-rated offers. The Owner will provide each respondent within the competitive range with an equal opportunity for discussion and revision of its offer. The Owner will not disclose any information derived from the offers submitted by competing respondents in conducting such discussions. Further action on offers not included within the competitive range will be deferred pending the selection of the Successful Offer; however, the Owner reserves the right to include additional offers in the competitive range if deemed to be in its best interest.

After the submission of offers but before final selection of the Successful Offer is made, the Owner may permit a respondent to revise its offer in order to obtain the respondent's best final offer. The Owner is not bound to accept the lowest-priced offer if that offer is not in its best interest, as determined by the Owner.

The Owner reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of the Owner.

6.2 Respondent's Acceptance of Evaluation Methodology

Submission of an offer by a respondent indicates: (1) the respondent's acceptance of the Selection Process, the Evaluation of Criteria for selection, and all other requirements and specifications set forth in this Proposal; and (2) the respondent's recognition that some subjective judgments must be made by the Owner during this Proposal process.

6.3 Contract

A. A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until a UNT System Purchase Order is issued and accepted. The Purchase Order shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in §105.151 of the Texas Education Code.

- i. An award is made to the Vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, **BEST VALUE** may be considered.
- ii. **DEBTS TO THE STATE:** Any party indebted to the State of Texas or any party who is more than thirty (30) days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract.
- iii. If a "best offer" vendor shows not to be in "good standing," this agency may reject the response and award to the next best response.
- iv. The Owner reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever the Owner, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of the Owner.

B. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through proposer and the requirement to cooperate is included in any subcontract it awards.

6.4 Response Results: It is not the policy of the Owner to furnish results over the telephone. Bid tabulations may be requested by email to elaine.robbs@untsystem. Only names will be available until after the award of the contract.

6.5 Historically Underutilized Businesses (HUB): This RFP does require a HUB Sub-Contracting Plan.

A. If Owner elects to award, the proposed furniture package is expected to exceed \$100,000.00. A Good Faith Effort Program in the form of HUB Subcontracting Plan (HSP) is a mandatory condition precedent to the award of any such extension of a purchase order. The HSP will become a part of the UNT System Purchase Order.

B. Centralized Master Bidders List (CMBL): The Owner utilizes the Texas Comptroller of Public Accounts CMBL for HUB. The CMBL is located at <http://comptroller.texas.gov/purchasing/vendor/cmb/>. Non-HUB respondents are identified from various sources including the CMBL.

C. Questions regarding completing the HSP should be directed to HUB at hub@untsystem.edu. Additional information can also be found at the Texas Comptroller for the Public Accounts website at: <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>.

7. PRICING

Proposal: Pursuant to and in compliance with the Furniture Documents and any attachments thereto, the Proposer hereby certifies that they have carefully examined the Documents entitled:

UNTHSC IREB 2nd, 3rd, 4th Floor Renovation-Furniture

Prepared by: TreanorHL

and the conditions affecting the Work, proposes to furnish all labor, materials, equipment, and services necessary to complete the Work in strict accordance with the Scope of Work/Specifications for the above referenced project for the following sum as follows:

Item Number	Description of Items:	Quantity	Price per piece	Total Cost
1	ET.01 – Three-Piece Treatment Table Mfg: Armedica, Mfg #AM-SX-3500 Level 2, qty 15 Navy Blue; Level 4, qty 26 Black	41	\$	\$
2	LT.01 – Laboratory Table Mfg: Kewaunee Level 3, qty 8	8	\$	\$
	Freight/Delivery Charge	1	\$	\$
	Installation	1	\$	\$
	Miscellaneous Cost (attach sheet if necessary)			
	Warranty Information – Please provide length of warranty & cost			
	TOTAL COST		\$	\$

8. PAYMENT TERMS

The Owner shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty (30) days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Payment Applications and any required supporting documents must be presented to: University of North Texas System Facilities; 1155 Union Circle #311040, Denton, Texas 76203-5017.

- a. Payment on any contract will be withheld from Proposer if Proposer is determined to be more than thirty (30) days delinquent for Child Support.
- b. Successful Proposer shall be responsible for referencing the purchase order number(s) resulting from this proposal on any invoice(s), packing list(s), correspondence, etc. Invoicing must correlate to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Response is subject to disqualification if Proposer provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the Owner is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.
- d. Proposer agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

9. SALES TAX

Purchases made for the Owner's use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.

10. INSURANCE

The Proposer shall provide and maintain, until the work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as stated in Division 00, Section 007000, UGC.

11. TIME OF COMPLETION

Consecutive Calendar Days needed to complete the project: _____ calendar days

12. LIQUIDATED DAMAGES

Liquidated damages will be in accordance with the UGC's.

13. ADDENDA

Receipt is hereby acknowledged of the following addenda to this RFP. (Initial, if applicable)

No. 1: _____ No. 2: _____ No. 3: _____ No. 4: _____ No. 5: _____ No. 6: _____

Dated: _____ Dated: _____ Dated: _____ Dated: _____ Dated: _____ Dated: _____

14. QUALIFICATIONS

Refer to Attachment A of this document. Qualifications must be submitted on the enclosed form and no other document will be accepted. Not providing qualifications on the provided form will be cause for disqualification.

An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for rejections of the entire proposal. This proposal is valid and will be honored for a period of one hundred eighty (180) days following the proposal opening.

THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SECTION WILL RESULT IN DISQUALIFICATION OF YOUR FIRM.

- A. By signature hereon, Respondent offers and agrees to furnish the products and/or services in compliance with all terms, conditions, requirements set forth per the RFP documents and contained herein.
- B. By signature hereon, Respondent affirms that it has not given, 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 proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted proposal or any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.
- C. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UNTS's option, may result in cancellation of any resulting contract or purchase order.
- D. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

- E. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
- F. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal. Unsigned responses will not be considered under any circumstances.
- G. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code (TAC) Title 34. In the case of a tie, the award will be made in accordance with TAC, Title 34, amended. Check below preference claimed under TAC, Title 34, amended:

- Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- Agricultural products produced or grown in Texas
- Agricultural products and services offered by Texas bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards

- H. Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.

- I. By signature hereon, Respondent certifies it is a small business and/or minority/female owned business as defined by the State of Texas. Check status below:

- Historically Underutilized Business
- Small Business (House Bill 366, 64th Legislature)
- Minority/Female Owned Business (House Bill 2626, 73rd Legislature)
- Certified by Texas Department of Commerce
- Status not claimed

- J. By signature hereon, Respondent certifies as follows:

“Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

“Under Section 2155.004, Texas Government Code, the vendor or applicant 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.”

- K. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship, exist between Respondent and an employee of any UNTS component, or Respondent has not been an employee of any UNTS component within the immediate twelve (12) months prior to RFP response. All such disclosures will be subject to administrative review and approval prior to UNTS entering into any contract with Respondent.
- L. Respondent certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State agency: _____

Position with Respondent: _____ Date of employment with Respondent: _____

- M. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, Texas Government Code).
- N. Respondent represents and warrants that all articles and services quoted in response to this RFP 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 or proposed as of the date of this solicitation.
- O. **Suspension, Debarment, and Terrorism:** Respondent further certifies that the Respondent and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
- P. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- Q. By signature hereon, Respondent will comply with and agree to use E-Verify System in accordance with State of Texas Executive Order RP-80 throughout this project as appropriate.
- R. Respondent affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code, Section 2270.002. Additionally, respondent shall not engage in a boycott of Israel during the term of this Agreement.
- S. By signature hereon, Respondent hereby represents, verifies, and warrants, pursuant to Texas Gov't Code 2274.002, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this agreement.
- T. By signature hereon, Respondent hereby represents, verifies, and warrants, pursuant to Texas Gov't Code 2252.201-2252.205, that it is in compliance with the requirement that any iron or steel product produced through a manufacturing process and used in the Project is produced in the United States.
- U. Respondents should give Payee ID Number, full firm name, and address of Respondent below in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the Federal Employer's Identification Number

Complete the following:

Payee ID No. _____

If a Corporation
State of Incorporation: _____

FEI No. _____

Charter No: _____

Company Information:

Submitted by:

(Company Name)

(Authorized Signature)

(Street Address Line 1)

(Printed Name/Title)

(Street Address Line 2)

(Date)

(City, State, Zip Code)

(Telephone Number)

(Facsimile Number)

(Email Address)

ATTACHMENT A

**QUALIFICATIONS
RFP763-23-978ER
UNTHSC IREB 2nd, 3rd, 4th Floor Renovation - Furniture**

Proposer's Name: _____

Point of Contact: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No. _____

Email: _____

State Comptroller Vendor Identification Number: _____

1. GENERAL

- A. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Work.
- B. Proposed installation schedule (Bar chart acceptable).

2. HISTORY

- A. Corporation Partnership Sole Proprietorship Joint Venture

State of Incorporation: _____

- B. In continuous business since: _____

Remarks (if required):

- C. Corporate Officers, Partners or Owners of Organization:

<u>Name</u>	<u>Branch Manager</u>	<u>Telephone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

- D. Check box(es) corresponding to the nature of your business:

- Large Business (100 or more employees)
- Small Business (fewer than 100 employees)

- HUB Business
- Other (Define) _____

E. Has your organization ever defaulted or failed to complete any work awarded?

- Yes
- No

If yes, stipulate where and why: _____

F. Has your organization ever paid liquidated damages or a penalty for failure to complete a contract on time?

- Yes
- No

If yes, stipulate where and why: _____

3. EXPERIENCE

A. Normally performs _____ % of the work with own forces. List trades below:

B. Propose to perform _____ % of the work for project with own forces. List trades below:

C. List all major projects of your organization has in-progress. If more space is needed attach pages to this form using format below identified by item and sub-item:

1 Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

2 Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

3 Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

D. Total number and dollar amount of contracts currently in progress:

Number _____ \$ _____

E. Largest contract currently in-process: _____

Anticipated date of completion: _____

F. Volume of work completed over last 5 years: (Through 12/31)

Year	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

G. List three (3) major projects of similar scope your organization has completed in the last five (5) years with completion date and references. Other projects of particular significance may also be listed.

1 Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

Name

Telephone Number

2 Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

Name

Telephone Number

3 Name, Location and Description of Project: _____

Contract Amount: _____

Percent Complete: _____

Project Completion Date: _____

Owner Reference Contact and Telephone Number:

Name

Telephone Number

H. Has your organization had any claims and/or litigations in the last 5 years?

If yes, attach a list with project name, date or project, owner, owner's contact person with telephone number and summary explanation.

ATTACHMENT A - TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE SOLICITATION.

1.1 Response Requirements:

- a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas, to the rules and regulations of the University of North Texas System and the requirements of this form. The University of North Texas System (UNTS) consists of the University of North Texas, University of North Texas at Dallas, and the University of North Texas Health Science Center at Fort Worth.
- b. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
- c. Responses should be submitted on this form. Responses will be time stamped on or before the hour and date specified for the response opening.
- d. Unsigned responses will not be considered under any circumstances. Person signing response must have the authority to bind the firm in a contract.
- e. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.
- f. Response prices are to be firm for UNTS acceptance for 180 days from response opening date. "Discount from list" Responses should be specified. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.
- g. Respondents must give unit prices for each item to be purchased. Respondents may response less than the total number of items. An "All or None" response by Respondent may be rejected at the option of UNT System.
- h. Respondents should give Payee ID Number, full firm name, and address of respondent on the face of this form. Enter in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the following:

Enter Federal Employer's Identification Number _____
- i. Responses cannot be altered or amended after opening time. Alterations made before opening time should be initialed by respondent or his authorized agent. No response can be withdrawn after opening time without approval by UNTS based on an acceptable written reason.
- j. Purchases made for UNTS use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.
- k. UNTS reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the response to best serve the interests of UNTS.
- l. Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.
- m. FACSIMILE FOR RESPONSE— UNTS will not accept responses via facsimile.
- n. QUOTATIONS AND RESPONSES: Any quotation number referenced is for pricing purposes only. In addition, UNTS solicitation terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through UNTS Business Service Center Procurement Services in writing are not binding on either party.
- o. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.
- p. Unless otherwise specified, items offered shall be new and unused.
- q. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
- r. Samples, when requested, must be furnished free of expense to UNTS. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample should be marked with respondent's name and address, and requisition number. Do not enclose in or attach offer to sample.
- s. UNTS will not be bound by any oral statement, or representation contrary to the written specifications of this Response.
- t. Manufacturer's standard warranty shall apply unless otherwise stated in the Response.

1.2 Tie Responses: In case of tie bids, any award will be made in accordance with TAC, Title 34, as amended.

1.3 Delivery:

- a. Show number of days required to place material at UNTS designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause offer to be disregarded.
- b. If delay is foreseen, respondent shall give written notice to UNTS. Vendor must keep UNTS advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes UNTS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- c. No substitutions permitted without written approval of UNTS Business Service Center Procurement Services.
- d. Delivery shall be made during normal UNTS working hours only, unless prior approval has been obtained from UNTS Business Service Center Procurement Services.

1.4 Inspection and Tests: All goods will be subject to inspection and test by UNTS. Authorized UNTS personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the response or on samples taken from regular shipment. All costs shall be borne by the respondent in the event products tested fail to meet or exceed all conditions and requirements in this Solicitation. Goods delivered and rejected in whole or in part may, at UNTS option, be returned to the respondent or held for disposition at respondent's expense. Latent defects may result in revocation of acceptance.

1.5 Award of Contract: A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until they are accepted through a UNTS purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against the UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

- a. An award is made to the vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered by some of the criteria listed below:
 - i. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
 - ii. The purchase price;
 - iii. The reputation of the vendor and of the vendor's goods or services;

ATTACHMENT A - TERMS AND CONDITIONS

- iv. The quality of the vendor's goods or services;
- v. The extent to which the goods or services meet UNTS needs;
- vi. The vendor's past relationship with UNTS and its component institutions;
- vii. The impact on the ability of UNTS to comply with laws and rules relating to historically under utilized business;
- viii. The total long-term cost to UNTS of acquiring the vendor's goods or services;
- ix. And any other relevant factor that a private business entity would consider in selecting a vendor.

- b. DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than 30 days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract
- c. If a "best offer" vendor shows not to be in "good standing" this agency may reject the response and award to the next best response.
- d. The UNTS reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever UNTS, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of UNTS.
- e. Delivery may be a factor in this award.

1.6 Payment Terms: UNTS shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty days following the latter of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: UNTS Business Service Center-Payment Services; 1112 Dallas Dr. Ste. 4000, Denton, TX 76205 or electronically submitted to invoices@untsystem.edu

- a. Payment on any contract will be withheld if Respondent is determined to be more than 30 days delinquent for Child Support.
- b. Successful respondent shall be responsible for referencing the purchase order number(s) resulting from this response on any invoice(s) packing list(s), correspondence etc. Invoicing must coincide to prices quoted either on a unit, hourly, etc. basis.
- c. DISQUALIFICATION: Response is subject to disqualification if respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the UNTS is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.

1.7 Patents and Copyrights: The vendor agrees to protect UNTS from claims involving infringement of patents or copyrights.

1.8 Vendor Assignments: Vendor hereby assigns to UNTS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann Sec. 15.01, et seq. (1967). Inquiries pertaining to Solicitations must give solicitation number, codes, and opening date.

1.9 Respondent Affirmation: Signing this response with a false statement is a material breach of contract and shall void the submitted response or any resulting contracts, and the respondent shall be removed from all bidder lists. By signature provided below, the respondent hereby affirms and certifies that:

- a. The respondent 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 response.
- b. The respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- c. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.
- d. Under Section 2155.004 Government Code, 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 the certification is inaccurate.
- e. Under Section 231.006(d), Family Code (relating to child support), the respondent certifies that the individual or business entity named in this offer 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.
- f. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- g. Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- h. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through bidder and the requirement to cooperate is included in any subcontract it awards
- i. Respondent certifies that they are in compliance with Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State agency: _____

Position with respondent: _____ Date of employment with respondent: _____

1.10 Pursuant to Section 231.006 of the Family Code, response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

ATTACHMENT A - TERMS AND CONDITIONS

- 1.11 Proposer certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of UNTS, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of the University of North Texas System within the immediate twelve (12) month prior to the Submittal Deadline; and (iii) no person who, in the last four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 660.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.
- 1.12 **Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.**
- a. **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.
- i. Any contractual claim of respondent that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, respondent shall submit written notice, as required by subchapter B, to Michael Abernethy, UNTS Business Service Center Director of Procurement Services.. Said notice shall specifically state that the provisions of Chapter 2260, of subchapter B, are being invoked. Compliance by respondent with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
- ii. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is respondent's sole and exclusive process for seeking a remedy for any and all alleged contractual claims if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- iii. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the UNTS and its component institutions nor any conduct of any representative of the UNTS and its component institutions hereafter shall be considered a waiver of sovereign immunity to suit. The submission, processing, and resolution of respondent's claim is governed by the published Rules *adopted by the Texas Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted* or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by respondent, in whole or in part. The designated individual responsible on behalf of the UNTS for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of H.B. 826 of the 76th Texas Legislature shall be Michael Abernethy, UNTS Business Service Center Director of Procurement Services.
- iv. Venue and service of process for suits involving UNTS is governed by Section 105.151 of the Texas Education Code.
- b. **Excess Obligations Prohibited:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which UNTS applies annually. Any Purchase Order may be canceled at any time without penalty if legislative and/or UNTS funds are not appropriated for goods or services obligated on any Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year.)
- c. **Cancellation:** Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by UNT System for some other reason through no fault of the vendor, the vendor will be contacted. UNTS reserves the right to cancel this contract upon 30 days written notice to the contractor. The contractor must request and secure in writing the approval of Procurement Services to be released from this contract or any portion thereof should conditions unforeseeable occur.
- d. **Miscellaneous:** The laws of the State of Texas shall prevail including the Public Information Act. Any order is not confidential. All transactions associated with this Order may be subject to audit. Vendor by accepting this Order agrees to allow access to all records regarding this transaction upon written request by the UNTS Internal Auditors and/or UNTS Business Support Services Procurement Services
- e. **RESPONSE RESULTS:** It is not the policy of UNTS to furnish results over the telephone. Bid tabulations may be requested at <https://bsc.untssystem.edu/content/bid-inquiry>. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.
- f. **Centralized Master Bidders List ("CBML"):** The UNTS utilizes the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) for Historically Underutilized Businesses (HUB). The CMBL is located at: <http://www.window.state.tx.us/procurement/>. Non-HUB respondents are identified from various sources including the CBML.
- 1.13 **Indemnification:** Vendor further agrees to indemnify, defend, and hold harmless the UNTS, its Board of Regents, officers and employees, from and against any and all claims, actions, suits, demands, proceedings costs, liability, injuries, damages or allegations of such brought by an act or omission of vendor or vendor's employees and/or subcontractors or due to vendor's product or services. This indemnification shall include but not be limited to acts or omissions related to environmental hazards.
- 1.14 The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that s required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this order may be terminated by either party upon written notice to the other party.
- 1.15 **Important Notice:** Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

ATTACHMENT A - TERMS AND CONDITIONS

- 1.16 Federal Funds:** All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions (even if part of a State or local government) follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document vendor certifies that vendor is in compliance with OMB A110 and that vendor is not on the Debarred Bidders List.
- 1.17 Suspension, Debarment, and Terrorism:** Vendor further certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that vendor is in compliance with the State of Texas statutes and rules relating to procurement and that vendor is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
- 1.18** Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code, Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.
- 1.19** Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.



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 #: _____

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>
-----------	--------------	-------	-------------------------------------

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)

Rev. 2/17

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

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

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/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.

Rev. 2/17

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

SECTION B-4: SUBCONTRACTOR SELECTION

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

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.
 Item Number: _____ Description: _____

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

Furniture Specification Sheet

UNTHSC IREB - Levels 2-4 Renovation
FFE Package

Project #: HE0698.2201.00

Date: 05.30.2023

Tag:	ET.01	Location: Levels 2, 4 as noted Level 2- (15) Navy Blue Level 4 (26) Black
Product:	Three-Piece Treatment Table	
Manufacturer:	Armedica	Total Qty: 41 (see color selections below)

Manufacturer No: AM-SX-3500

Description: Treatment table with powered height adjustment.
Head Section: Raises 25 degrees, lowers 80 degrees.
Center Section: Does not raise.
Foot Section: Raises 70 degrees.
400 lbs capacity.

Specialty Instructions: N/A

Power: 120-Volt, 60 hz motor. Footswitch control.

Finishes/Functions: Table: Cushion Upholstery: (26) Black; (13) Navy Blue
Base: White

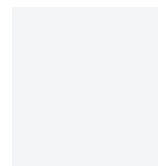
Image(s):



Navy Blue



Black



White

Furniture Specification Sheet

UNTHSC IREB - Levels 2-4 Renovation
FFE Package

Project #: HE0698.2201.00

Date: 05.30.2023

Tag:	LT.01	Location: Level 3 as noted
Product:	Laboratory Table	
Manufacturer:	Kewaunee	Total Qty: 8

Manufacturer No: Custom per Manufacturer.

Description: Steel laboratory casework. Research Collection, Alpha System. Trademark steel, Style 01.
Overall Dimensions: 48"W

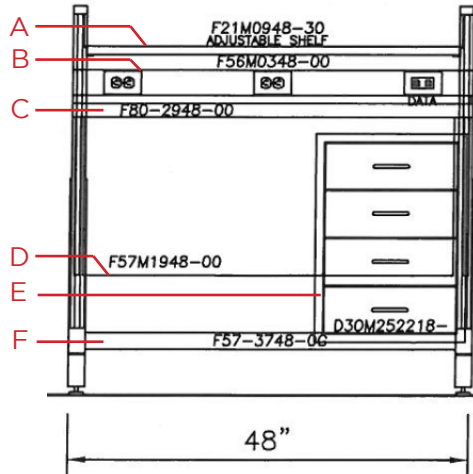
Specialty Instructions: Arrange tables with drawer units side by side.
Order (4) units with drawer module on right side, (4) units with drawer module on left side.

Power: Integrated power and data at each table.

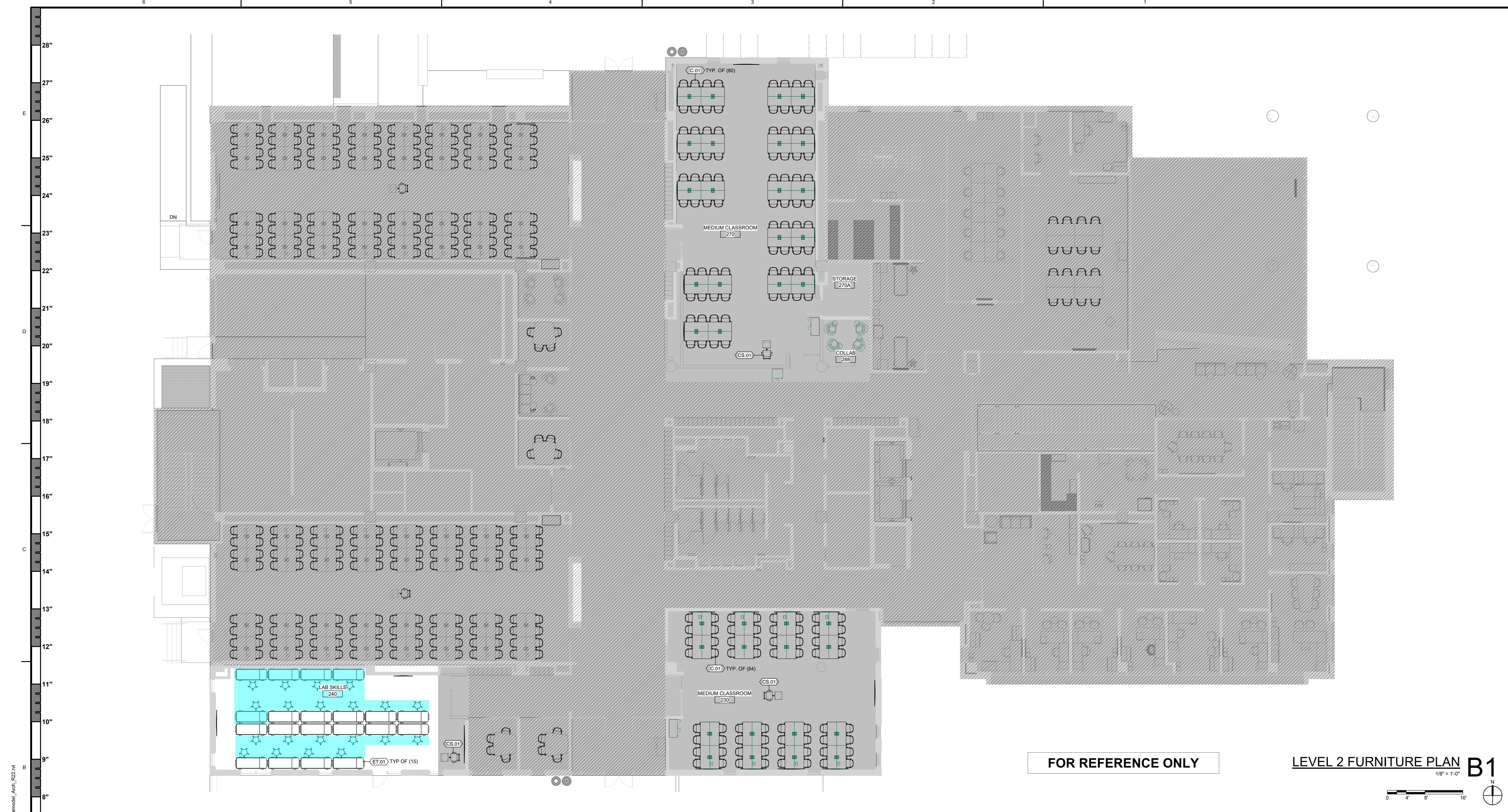
Finishes/Functions: Countertop: 1" thick gray epoxy resin with beveled edge
Steel Casework Color: #61 Light Neutral

- A. Alpha Adjustable Pass-Thru Shelf, 48"L, Model #: F21M0948-30
- B. Alpha Electrical Service Strip and Modesty Panel Model for Alpha System Cart, 48"L, Model #: F56M0348-00
- C. Alpha Adjustable Height Cantilevered Worksurface Frame, 48"L, Model #: F80-2948-00
- D. Alpha Electrical Service Strip and Modesty Panel for Alpha System Cart, 48"L, Model #: F57M1948-00
- E. Alpha Cupboard Base Cabinet, 18"L, Model #: D30C252218 (Old model #: D30M252218)
- F. Alpha System Cart, 48", Model #: F57-3748-0G

Image(s):



Reference image from existing Pharmacy lab-tables are matching existing.



FOR REFERENCE ONLY

LEVEL 2 FURNITURE PLAN **B1**
 1/8" = 1'-0"
 0 4' 8' 16'

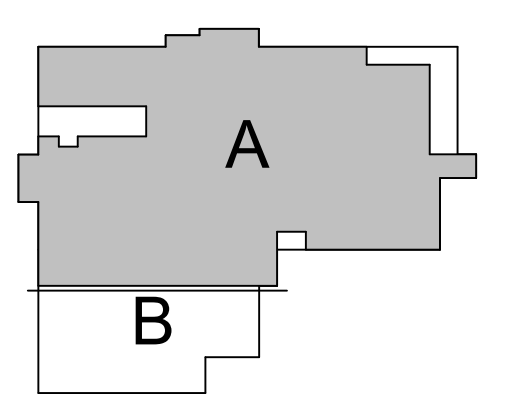
FURNITURE PLAN GENERAL NOTES

- FURNISHINGS DESIGNATED FOR OFF-SITE STORAGE ARE TO BE PROTECTED FOR TRANSPORT.
- FURNISHINGS WITH TAGS ARE PROVIDED AS NEW.

FURNITURE PLAN LEGEND

- NOT IN CONTRACT
- EXISTING FURNITURE FOR RE-INSTALLATION. FURNITURE MOVED FROM ON-CAMPUS BUILDING. LOCATION: MET BUILDING (MEDICAL EDUCATION & TRAINING) 1000 MONTGOMERY ST FORT WORTH, TX 76107
- EXISTING FURNITURE FOR RE-INSTALLATION. FURNITURE MOVED FROM OFF-SITE. STORAGE LOCATION: BERGER ALLIED WAREHOUSE 14850 GRAND RIVER RD FT WORTH, TX 76155
- EXISTING FURNITURE FOR RE-INSTALLATION. FURNITURE MOVED FROM ON-CAMPUS BUILDING. LOCATION: RES BUILDING (RESEARCH & EDUCATION) FIRST FLOOR PHARMACY SKILLS LAB 1055 MONTGOMERY ST FORT WORTH, TX 76107

FURNITURE PLAN KEYNOTES



TREANORHL
 211 N Record Street, Suite 450
 Dallas, TX 75202
 Office: 214.310.1018
 www.TreanorHL.com

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER
IREB - LEVELS 2-4 RENOVATION
 3430 CAMP BOWIE BLVD
 FORT WORTH, TX 76107



© 2023 TreanorHL
 This drawing is an instrument of service and shall remain the property of TreanorHL. The drawing and the concepts and ideas contained herein shall not be used, reproduced, revised, or related without the written consent of TreanorHL. Submission or distribution of this drawing to meet official or regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of any of the rights of TreanorHL.
 Issued For: IFC
 Date: 05/04/2023

REVISIONS		
NO	DESCRIPTION	DATE

A901
 LEVEL 2 FURNITURE PLAN
 TreanorHL NO. HE0696.2201.00

6/30/2023 12:46:11 PM Autodesk Docs\\HE0696.2201.00\\UNT\\HSC IREB Renovation\\HSC_Ireb_Floor 2-4 Remodel_Arch_R22.rvt



FOR REFERENCE ONLY

LEVEL 3 FURNITURE PLAN B1
1/8" = 1'-0"



FURNITURE PLAN GENERAL NOTES

- FURNISHINGS DESIGNATED FOR OFF-SITE STORAGE ARE TO BE PROTECTED FOR TRANSPORT.
- FURNISHINGS WITH TAGS ARE PROVIDED AS NEW.

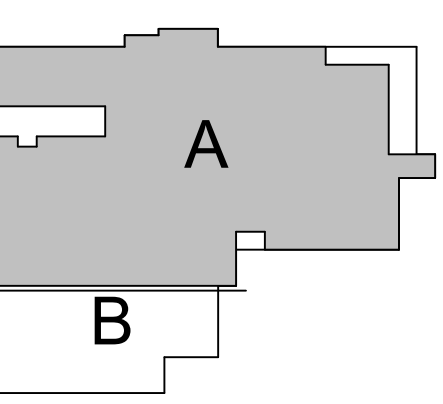
FURNITURE PLAN LEGEND

- NOT IN CONTRACT
- EXISTING FURNITURE FOR RE-INSTALLATION. FURNITURE MOVED FROM OFF-SITE. STORAGE LOCATION: BERGER ALLIED WAREHOUSE 14850 GRAND RIVER RD FT WORTH, TX 76155
- EXISTING FURNITURE FOR RE-INSTALLATION. FURNITURE MOVED FROM ON-CAMPUS BUILDING LOCATION: RES BUILDING (RESEARCH & EDUCATION) FIRST FLOOR PHARMACY SKILLS LAB 1055 MONTGOMERY ST FORT WORTH, TX 76107
- EXISTING FURNITURE FOR RE-INSTALLATION. FURNITURE MOVED FROM ON-CAMPUS BUILDING LOCATION: MET BUILDING (MEDICAL EDUCATION & TRAINING) 1000 MONTGOMERY ST FORT WORTH, TX 76107

FURNITURE PLAN KEYNOTES

FURNITURE PLAN LEGEND

- NOT IN CONTRACT



TREANORHL
211 N Record Street, Suite 450
Dallas, TX 75202
Office: 214.310.1018
www.TreanorHL.com

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER
IREB - LEVELS 2-4 RENOVATION
3430 CAMP BOWIE BLVD
FORT WORTH, TX 76107



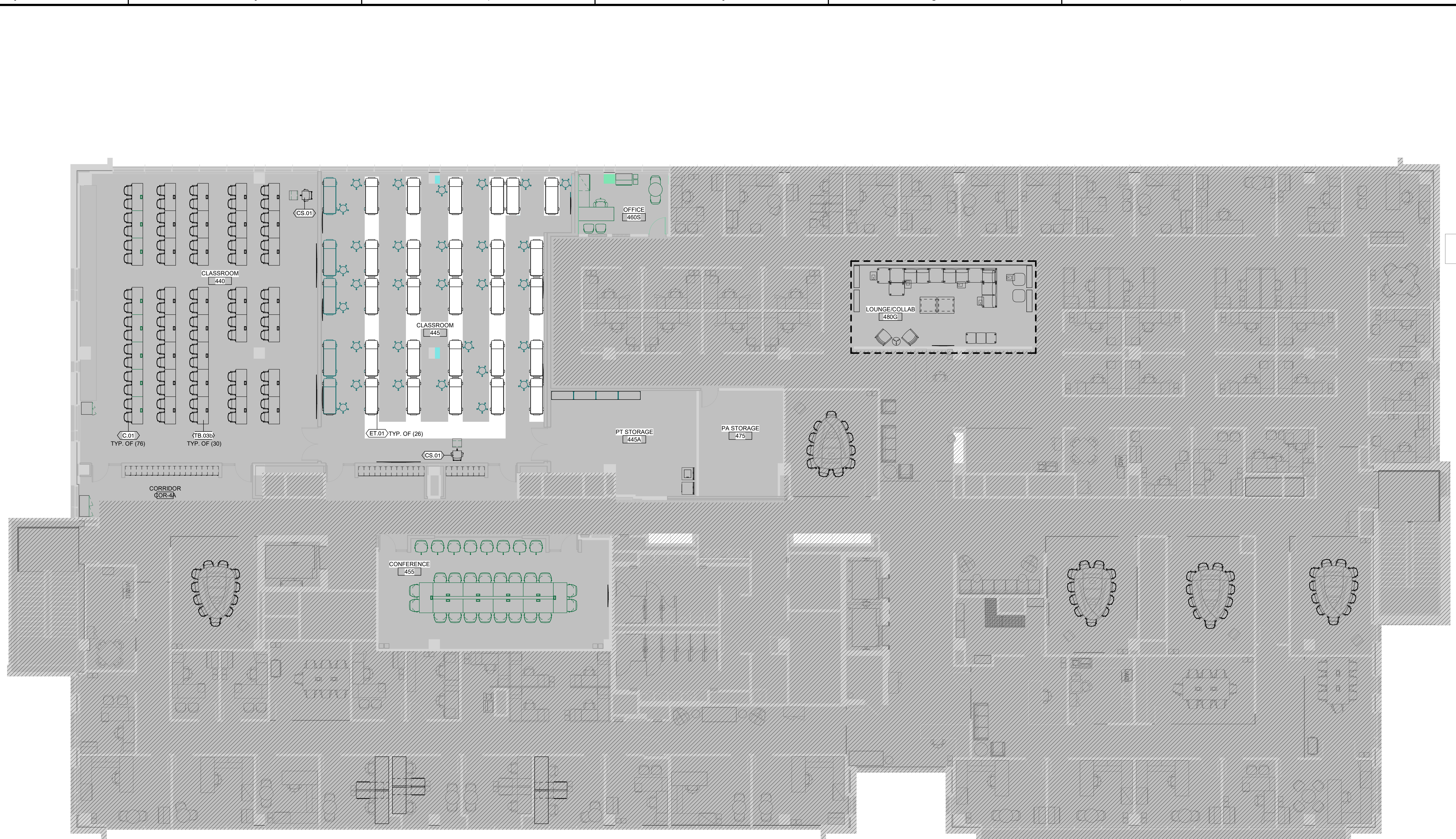
© 2023 TreanorHL
This drawing is an instrument of service and shall remain the property of TreanorHL. The drawing and the concepts and ideas contained herein shall not be used, reproduced, revised, or retained without the written consent of TreanorHL.
Submission or distribution of this drawing to meet official or regulatory requirements or for other purposes in connection with the project is not to be construed as publication or derogation of any of the rights of TreanorHL.

Issued For: IFC
Date: 05/04/2023

REVISIONS		
NO	DESCRIPTION	DATE

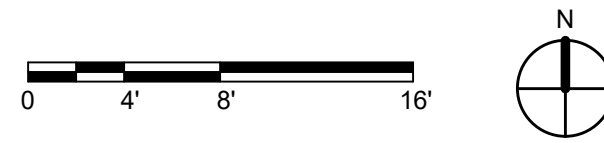
A902
LEVEL 3 FURNITURE PLAN
TreanorHL NO. HE0696.2201.00

6/30/2023 12:49:58 PM Autodesk Docs\\HE0696.2201.00\UNT\HSC IREB Remodel\HSC_IREB_Floor 2-4 Remodel_Arch_R22.rvt



FOR REFERENCE ONLY

LEVEL 4 FURNITURE PLAN **B1**



FURNITURE PLAN GENERAL NOTES

- FURNISHINGS DESIGNATED FOR OFF-SITE STORAGE ARE TO BE PROTECTED FOR TRANSPORT.
- FURNISHINGS WITH TAGS ARE PROVIDED AS NEW.

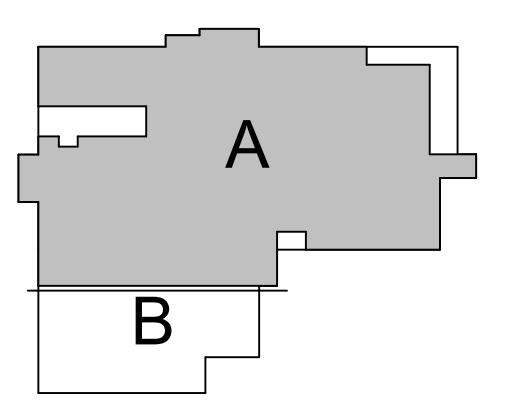
FURNITURE PLAN LEGEND

- NOT IN CONTRACT
- EXISTING FURNITURE FOR RE-INSTALLATION. FURNITURE MOVED FROM OFF-SITE. STORAGE LOCATION: BERGER ALLIED WAREHOUSE 14850 GRAND RIVER RD FT WORTH, TX 76155
- EXISTING FURNITURE FOR RE-INSTALLATION. FURNITURE MOVED FROM ON-CAMPUS BUILDING LOCATION: RES BUILDING (RESEARCH & EDUCATION) FIRST FLOOR PHARMACY SKILLS LAB 1055 MONTGOMERY ST FORT WORTH, TX 76107
- EXISTING FURNITURE FOR RE-INSTALLATION. FURNITURE MOVED FROM ON-CAMPUS BUILDING LOCATION: MET BUILDING (MEDICAL EDUCATION & TRAINING) 1000 MONTGOMERY ST FORT WORTH, TX 76107

FURNITURE PLAN KEYNOTES

FURNITURE PLAN LEGEND

- NOT IN CONTRACT



TREANORHL
 211 N Record Street, Suite 450
 Dallas, TX 75202
 Office: 214.310.1018
 www.TreanorHL.com

UNIVERSITY OF NORTH TEXAS HEALTH SCIENCE CENTER
IREB - LEVELS 2-4 RENOVATION
 3430 CAMP BOWIE BLVD
 FORT WORTH, TX 76107



© 2023 TreanorHL
 This drawing is an instrument of service and shall remain the property of TreanorHL. The drawing and the concepts and ideas contained herein shall not be used, reproduced, revised, or retained without the written consent of TreanorHL.
 Issued For: IFC
 Date: 05/04/2023

REVISIONS		
NO	DESCRIPTION	DATE

A903
 LEVEL 4 FURNITURE PLAN
 TreanorHL NO. HE0696.2201.00

6/30/2023 12:51:08 PM Autodesk Docs\\HE0696.2201.00\UNT\HSC IREB Renovation\HSC_Ireb_Floor 2-4 Remodel_Arch_R02.rvt