Sam Houston State University  
Procurement and Business Services  
A Member of The Texas State University System  

INVITATION FOR BID  

FAILURE TO MANUALLY SIGN BELOW WILL DISQUALIFY BID  

Bid No.: 753-0-003JEB  

Due Date: 5-19-10  at: 3:00 PM  

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

Sam Houston State University  
Procurement and Business Services  
P.O. Box 2028  
1901 Avenue I, CHSS Bldg. Suite 452  
Huntsville, TX 77340  
Phone: (936) 294-1894  
Fax: (936) 294-1997  

Name of Firm  

Mailing Address  

City  
State  
Zip  

Delivery in  
Days  
Cash Disc.  
%  
Days  

Check Below if Preference Claimed under Rule 1 TAC 113.8  
☐ Supplies, materials or equipment produced in TX/offered by TX bidders*  
☐ Agricultural products grown in TX  
☐ Agricultural products offered by TX bidders*  
☐ USA produced supplies, materials or equipment  
☐ Products of persons with mental or physical disabilities  
☐ Products made of recycled, remanufactured, or environmentally sensitive materials  
☐ Energy efficient products  
☐ Rubberized asphalt paving material  
☐ Recycled motor oil and lubricants  

*By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas resident Bidder as defined in Rule 1 TAC111.2.  

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

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

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty. &amp; Unit</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td>1</td>
<td>Steinway 8' 10 ½&quot; Grand Piano w/artist Bench Macintosh Fabric, Set of Quad Pod Dollies installed Model D Ebony Satin Finish Or SHSU approved equal</td>
<td>1 EA</td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td>Boston 50&quot; Upright Studio Pianos w/Petite Artist Bench Model UP-126e-Ebony Satin Finish Or SHSU approved equal</td>
<td>8 EA</td>
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<tr>
<td>3</td>
<td>Boston 5'10&quot; Grand Piano w/Petite Artist Bench Model GP-178 Ebony Satin Finish Or SHSU approved equal</td>
<td>4 EA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Boston 46&quot; Upright Studio Pianos w/ Bench Model UP-118s-PE Black Oak Satin Finish or SHSU approved equal</td>
<td>2 EA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SHSU contact is Jeremy Barrett at 936-294-4669

See attachments: 5 pages of specifications, 5 pages of HUB Subcontracting Plan, and 4 pages of Terms and Conditions.

Delivery and installation on or after July 5, 2010. Removal of all packing materials and any debris are the responsibility of the vendor at their own expense.

Delivery and installation included at the following location:
Performing Arts Center
815 17th Street
Huntsville, TX 77340

Faxed bids are acceptable at 936-294-1997. Please fill out all areas of the upper portion of the IFB document.

Award will be made to the low bid that meets or exceeds the specifications and how well bidder followed instructions.

Any questions regarding this IFB should be submitted in writing and received by Jeremy Barrett, no later than May 7, 2010 at 10:00 am, central time, submitted to:

Sam Houston State University
Procurement Department
Attn: Jeremy Barrett
Fax 936-294-1997
Email: jeb037@shsu.edu

All questions will be consolidated, answered and posted as an addendum on the Walker County Alliance web page at www.shsu.edu/wca and the Texas Comptroller of Public Accounts Electronic State Business Daily web page at http://esbd.cpa.state.tx.us.

Should it become necessary to revise any part of this request, notice of the revision will be given in the form of an addendum or addendums posted on the Walker County Alliance web page at www.shsu.edu/wca and the Texas Comptroller of Public Accounts Electronic State Business Daily web page at http://esbd.cpa.state.tx.us. All addenda shall become a part of this request.

It is the sole responsibility of the respondent to continually check the websites for addendums.

The State of Texas Historically Underutilized Business (HUB) Subcontracting Plan (HSP):

a. Proposals over $100,000 (including initial award and all potential option/extension periods) submitted without a completed HUB Subcontracting Plan will not be considered for award.

b. Sam Houston State University has adopted the TPASS rules
as their own HUB rules (Texas Government Code 2161.003 – Agency Rules and Texas Administrative Code (TAC) Title 34, Part1, Chapter 20, Subchapter B, Rule 20.15). It is the policy of the University to encourage the use of small and historically underutilized businesses by making good faith efforts to increase purchases and contract awards through race, ethnic, and gender neutral means. The goal is to promote full and equal business opportunity for all businesses. The University will make a good faith effort to assist small and historically underutilized businesses in receiving a portion of the total contract value for all contracts for construction, services, including professional and consulting services, and commodities purchases. The University has determined that subcontracting opportunities are probable under this contract.

Proposers/bidders who intend to subcontract must perform their good faith effort in completing the HSP, failure to do so will result in disqualification.

c. HSP forms have been provided. Online HSP forms and an instructional video for properly completing the HSP are available at:

http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/

You are strongly encouraged to view the HSP on-line training video before preparing your plan.

d. For assistance or if you have any questions regarding the HSP please contact the Sam Houston State University's HUB Coordinator, Bob Chapa, at 936/294-4670.
Specifications for 9 foot Grand Piano – Steinway Model D (8’ 10 ½”) or SHSU approved equal

Length:  8’10 ½” (274 cm)
Width:  61 ¼”  (156 cm)
Net Weight:  990 lbs. (450 kg)

**Encasement**

**Solids:**  Ebonized Birch
**Panel Stock:**  5-ply Yellow Poplar core, mahogany cross banding veneers, inner & outer face veneers
**Legs:**  Ebonized Birch, locking devices
**Finish:**  Heavy full bodied black or clear lacquer, completely hand rubbed
**Hardware:**  Solid brass, polished & lacquered
**Furniture:**  Ebonized Walnut

**Instrument**

**Rim & Case**  Made entirely from hard rock maple: 18 laminations: continuous bent, both inner and outer rims form one single rim: thickness: 3 ¼‰”(8.26 cm)
**Braces:**  5 solid Spruce with a volum of 4,052 cu. in. (66,400 cm)

**Diaphragmat**

**Soundboard:**  Fashioned from selected, matched, solid quarter-sawn planks of even growth Sitka Spruce. The thickness is to be continuously tapered from the center to the edge.

**Hexagrip Wrestplank:**

(pinblock)  6 ply cut from tenacious, quartered hard rock maple stock. Grain symmetrically distributed at successive angles of 45 or 90 degrees employing grain direction uniformly around the tuning pin.

**Action:**  Parts are to be anchored to a tubular metallic frame fitted with a hard maple interior dowel which is to be force fittee at a minimal moisture content for stability in every climate

**Hammers:**  Made from virgin wool felt, compression wired and reinforced for permanent shape before being individually tone regulated.

**Keybed:**  Designed with longitudinal rails of Spruce for rigidity & stability. The rails are to be mortised on the edges for stability under varying climate conditions.

**Scale:**  Overstrung: combination agraffe; front & rear duplex,
Tension:45,573 lbs. (20,418 kg)

**Plate:**  Sturdy grey iron, filled, CNC milled, sealed, bronzed and lacquered.

**Tuning Pins:**  Premium grey iron, filled, CNC milled, sealed, bronzed and lacquered.

**Pedals:**  Heavy solid brass, Soft, sustaining and full sostenuto.

**Warranty:**  Minimum 5 Years from date of delivery, All parts and labor

**Preparation:**  Must be voiced, lubricated and buffed prior to delivery

**Delivery and Set-up:**  Included along with one on-site tuning and service call after delivery.

**Manuals:**  Include service or owners manuals.

Continued on next page
9 Foot Grand Piano Specifications

Basic Bidding Standards
Rim & Case is to be double bent, both inner rim & outer rim are to be bent to shape & pressed together into one piece, in one operation, for solidity & tone. All case components are to be fitted, glued and maple doweled for homogeneousness before installation of the soundboard.

Diaphragmatic Soundboard is to be fashioned from selected, matched, solid quarter-sawn planks of even growth Sitka spruce. The thickness is to be gently tapered from center to edge resulting in a freer, more uniform vibration throughout the entire board.

Hexagrip Wrestplank (Pinblock) is to be made entirely from seven thick, quarter-sawn maple planks for minimum glue content. No veneers, particularly rotary cut veneers, are permitted. Layers are to be aligned at 45, 90, 135, 180 degrees for maximum gripping power.

Action parts are to be anchored to a tubular metallic frame fitted with a hard maple interior dowel which is to be force-fitted at a minimal moisture content for stability in every climate.

Hammers are cut to be made from virgin wool felt, compression-wired & reinforced for permanent shape before being individually tone regulated.

Keybed is to be designed with longitudinal rails of spruce for rigidity & stability. The rails are to be mortised on the edges for stability under varying climatic conditions.

Panel Stock to be quarter-sawn poplar corewood cross banded with mahogany & face veneer,

Solids Ebonized birch or maple,

Legs to be of ebonized Birch

Finish Heavy Full bodied Black Lacquer completely hand rubbed to a satin sheen

Hardware Solid brass, polished & lacquered

Dimensions Length 8’10 ½” (274cm), Width 61 1/4” (156cm), Weight 990 Lbs. (450 kg)

Braces 4 solid spruce with a volume of 2265 cu. In. (37,117cm)

Scale Overstrung combination Agraffe. Front & rear Duplex. Tension 45,373 lbs.

Plate Sturdy grey iron, filled, CNC milled & sealed, bronzed & lacquered

Tuning Pins Premium steel with rust resistant nickel heads

Pedals Heavy Solid brass, Soft, Sustaining & full sostenuto

Warranty 5 years All parts & Labor
50 inch upright Studio Piano w/Bench Specifications
Boston UP126e or SHSU approved equal

Dimensions
Height 126cm (49 ½”)
Width 151cm (59 ¼”)
Depth 60cm (22 ¾”)
Net Weight 225 kg (473 lb.)

Encasement
Finishes: Ebony Polish, Mahogany Polish

Instrument
Backframe: mahogany foot piece, soundboard lining & backboard, Specially designed grand-type mahogany closing rim. Backposts have staggered spacing to enhance tone & provide support where needed. Posts to be full-Length laminated mahogany. Mahogany fill blocks between posts at the top & bottom of the backframe capped with a mahogany backboard. Total cross sectional area = 240cm (37.2”)

Post thickness = 6cm (2 3/8”)
Post width = 8cm (3 1/8”)
Pinblock to be of Wisconsin hard rock maple with 11 multi-directional laminations
Soundboard to be of straight grained, solid Sitka spruce with a minimum of 3 annual growth rings per centimeter, tapered from Treble to bass. Sounding area to be 1.34m (2,074 in.)
10 Ribs made from spruce, to be fully let in to the soundboard liner

Treble Bridge: Solid maple curved to fit the crown of the soundboard
Bass Bridge: Solid maple mounted to a cantilevered base, doweled, glued & screwed to the soundboard

Scale: Overstrung, low tension scale (18,000kg)
Plate to be sand cast from grey iron, bronze pained & lacquered
Tuning pins to be of blue steel, nickel plated & cut threaded

Strings: Treble strings to be made of the highest grade steel, in half size increments (14 in all) with the lowest tenor string being note #28. Bass Strings to be made of steel core wire wound with solid copper. #1 string speaking length to be 119.8cm (47.2”)

Hammers to be of premium wool top felt over premium wool underfelt, compression wired on mahogany moldings. Hammershanks to be of select maple and/or Hornbeam.
Hammers to be pear shaped with reinforced shoulders.
Weight of Top felt = 9.4kg (20 ¾ lb.)

Action: all moving parts to be of solid maple, Extruded aluminum action rail, direct blow design
Keys to be of genuine spruce, individually weighted & balanced,
36.80 cm in length (14.5 in”)
Key tops to be of phenolic on the sharp keys & acrylate on the natural keys
Keybed made of laminate hardwood, 42mm thick
Pedals to be of heavy solid brass castings, Soft, muffer & damper:

Other Items: top prop stick & swivel type casters
Warranty: Include all warranty information and contacts, warranty to include on site repairs and parts

Delivery/setup: Included along with one on-site tuning and service call after delivery.

Manuals: Include service or owners manuals
Boston 5'10" Grand Piano w/Petite Artist Bench - Model GP-178 or SHSU approved equal

Height 40" (102 cm)
Length 5'10" (178 cm)
Width 59 3/8" (151 cm)
Net Weight 660 Lbs. (300 kg)

Encasement
Furniture Ebonized over an outer substrate of phenolic resin.
Panel Stock Must be multi-laminate lumber core (plywood); cross banded veneer top and bottom of each panel.
Legs Solid Beech
Finish Satin Sheen Polyurethane or Nitrocellulose Lacquer.
Hardware Solid, lacquered Brass

Instrument
Rim Must have 26 laminations of Philippine Mahogany forming the outer rim and 14 laminations of Matao forming the inner rim. Thickness must equal 2 3/8".
Braces Must have 3 radiating braces made from laminated Philippine mahogany.
Pinblock Must have 13 laminations of Hard Rock Maple, each lamina to be a minimum of 1/4" in thickness. Grain symmetrically distributed at angles of 90 degrees. Pinblock must be fully fitted to plate flange; Inspected for fit, and screwed to case structure.
Soundboard Must be quarter sawn, close grained (minimum 8 grains per inch), Sitka spruce to be continuously tapered 8mm thick to 6mm thick from treble to bass.
Ribs Must have 11 solid straight grained spruce ribs, Ribs must be fully let-in to the inner rim to lock in the Soundboard crown
Bridges Treble: Must be made of alternating mahogany and maple, vertically laminated, capped with solid maple, & curved to fit crown of soundboard. Bass: Solid maple mounted to cantilevered base. Both bridges are planed to prescribed height and notched for precise individual string bearing, glued and screwed to soundboard.
Scale Overstrung: combination agraffe; front and rear duplex. Tension: 38,40 lbs. (17,445kg)
Plate Must be made from grey iron; vacuum cast, bronzed and lacquered.
Tuning Pins Premium blued steel with rust resistant nicked heads.
Strings Must have 15 sizes in treble and bass. Treble: Made from high tensile Swedish steel, Bass: Swedish Steel core wound with pure solid copper. Longest agraffe to bridge 53.5"
Hammers 20.9 lb. Premium wool outerfelt; over premium wool underfelt, treated for insects and moisture; Compression-wired to retain pear shape; Reinforced shoulders; Mahogany moldings; Tapered shanks from select Maple or Hornbeam.
Dampers Solid mahogany heads with premium wool.
Action Must be made from solid maple (No Plastics) for all moving parts; Steinway profile-shaped flange, extruded aluminum action rails, Steinway action geometry.
Keys Key material must consist of genuine spruce, individually balanced and weighted, covered with chip proof, stain resistant phenolic ebony sharps and artificial ivory naturals.
Keybed Must be of laminate hardwood faced with spruce, Must have large maple dowel ends for adjustable brass touch regulating screws. Must be 1.68" or 42mm in thickness. Must have keyblock plates with height adjustment screws.
Keyframe Must be of spruce with hardwood inserts in the balance rail and front rail.
Pedals Must be heavy solid brass. Soft, Full Sostenuto and Damper.
Other Must have double top prop sticks; heavy duty solid brass castors, 4 position music Desk, Top locks and a Soft fallboard.
Preparation Must be voiced, lubricated, regulated and buffed prior to delivery.
Warranty: Include all warranty information and contacts, warranty to include on site repairs and parts
Delivery/setup: Included along with one on-site tuning and service call after delivery.
Manuals: Include service or owners manuals
46 inch upright Studio Pianos w/bench – Model UP-118s-PE or SHSU approved equal

Dimensions
Height 118cm (46 1/2”)
Width 151cm (59 1/4”)
Depth 58cm (22 3/4”)
Net Weight 215 kg (473 lb.)

Encasement
Finishes: 118e Ebony Polish, Walnut Polish, Mahogany Polish, White Polish
118s Black Oak Satin Lacquer, Honey Oak Satin Lacquer

Instrument
Backframe: mahogany Foot piece, soundboard lining & backboard, Specially designed grand-type mahogany closing rim. Backposts have staggered spacing to enhance tone & provide support where needed. Posts to be full-Length laminated mahogany. Mahogany fill blocks between posts at the top & bottom of the backframe capped with a mahogany backboard. Total cross sectional area = 240cm (37.2”)

Post thickness = 6cm (2 3/8”)
Post width = 8cm (3 1/8”)
Pinblock to be of Wisconsin hard rock maple with 11 multi-directional laminations
Soundboard to be of straight grained, solid Sitka spruce with a minimum of 3 annual growth rings per centimeter, continuously tapered from Treble to bass. Sounding area to be 1.24m (1,915 in.)
10 Ribs made from spruce, to be fully let in to the soundboard liner

Treble Bridge: Solid maple curved to fit the crown of the soundboard
Bass Bridge: Solid maple mounted to a cantilevered base, doweled, glued & screwed to the soundboard

Scale: Overstrung, low tension scale (17,425kg)
Plate to be sand cast from grey iron, bronze painted & lacquered
Tuning pins to be of blue steel, nickel plated & cut threaded

Strings: Treble strings to be made of the highest grade steel, in half size increments (14 in all) with the lowest tenor string being note #28. Bass Strings to be made of steel core wire wound with solid copper. #1 string speaking length to be 115.0cm (45.3”)
Hammers to be of premium wool top felt over premium wool underfelt, compression wired on mahogany moldings. Hammershanks to be of select maple and/or Hornbeam.
Hammers to be pear shaped with reinforced shoulders.

Weight of Top felt = 9.4kg (20 ½ lb.)

Action: all moving parts to be of solid maple, Extruded aluminum action rail, direct blow design
Keys to be of genuine spruce, individually weighted & balanced,
34.80 cm in length (13.7”)
Key tops to be of phenolic on the sharp keys & acrylate on the natural keys
Keybed to made of laminate hardwood, 42mm thick
Pedals to be of heavy solid brass castings, 118E pedal set includes Soft, muffler & damper: 118s pedal set includes Soft, bass sustain & damper.

Other Items: 118E has a top prop stick & swivel type casters: 118s has double rubber casters & Locks for the fallboard & top

Warranty: Include all warranty information and contacts, warranty to include on site repairs and parts

Delivery/setup: Included along with one on-site tuning and service call after delivery.

Manuals: Include service or owners manuals
SAM HOUSTON STATE UNIVERSITY
Historically Underutilized Business Program

HUB Subcontracting Plan (HSP) Overview
The university has determined that subcontracting opportunities are probable under this contract therefore a HSP is required. Proposals received without a completed HSP will be rejected.

SECTION 1: Complete with your company information. Make sure point of contact is someone that can answer questions and inquiries posed by the University.

SECTION 2:
IF YOU ARE NOT SUBCONTRACTING: (Please read the definition of a subcontractor Section 2, Sentence 2) and check “No, I will not be subcontracting...”, then continue to complete Section 9 and 10.

IF YOU ARE SUBCONTRACTING: (Please read the definition of a subcontractor Section 2, Sentence 2) then check the box stating “Yes, I will be subcontracting...”, then list your subcontracting opportunities where indicated on the bottom of Section 2. Make a copy of page 2 for each subcontracting opportunity listed under Section 2 on page 1.

SECTION 3: Enter the line number and description of the subcontracting opportunity listed in Section 2.

SECTION 4: Denote if applicable, may want to discuss advantages of Mentor/Protégé Program with HUB Coordinator.

SECTION 5: Denote if applicable.

SECTION 6:
**** IF SUBCONTRACTING, YOU MUST DO THE FOLLOWING OR YOUR BID WILL BE REJECTED ****

a. Provide written notification of the subcontracting opportunity to at least THREE (3) or more certified HUBs.

b. Provide written notification to at least one Minority Trade Organization or Development Center per subcontracting opportunity.

c. You MUST allow at least 5 WORKING DAYS for the HUBs and Minority Organizations to respond and attach all supporting documentation demonstrating your solicitation efforts.

SECTION 7: Identify the 3 HUBs that were solicited and the requested information.

SECTION 8: Identify the subcontractor you will be using and the requested information. If the chosen subcontractor is not a certified HUB, provide written justification.

SECTION 9: Explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

SECTION 10: Read the three bullets, sign, print your name, title and date.

If you have any questions concerning the completion of the HSP, please contact:

Bob Chapa (HUB Coordinator) 936/294-4670 or ric001@shsu.edu
Sam Houston State University

**Minority and Women Trade Organizations**

<table>
<thead>
<tr>
<th>Name</th>
<th>Website</th>
<th>Contact</th>
<th>Email</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Indian Chamber of Commerce of Texas</td>
<td><a href="http://www.aicct.com">www.aicct.com</a></td>
<td>Diana Woodward</td>
<td><a href="mailto:dwoodward@aicct.com">dwoodward@aicct.com</a></td>
<td>817-429-2323</td>
<td>817-451-3575</td>
</tr>
<tr>
<td>Dallas/Fort Worth Minority Business Council</td>
<td><a href="http://www.dfwmmbc.com">www.dfwmmbc.com</a></td>
<td>Andrew Nash</td>
<td><a href="mailto:business@dfwmmbc.com">business@dfwmmbc.com</a></td>
<td>214-630-0747</td>
<td>214-637-2241</td>
</tr>
<tr>
<td>Houston Minority Business Council</td>
<td><a href="http://www.hmbc.org">http://www.hmbc.org</a></td>
<td>Angela Freeman</td>
<td><a href="mailto:angela.freeman@hmbc.org">angela.freeman@hmbc.org</a></td>
<td>713-271-7805</td>
<td>713-271-9770</td>
</tr>
<tr>
<td>National Association of Minority Contractors, Greater Houston Chapter</td>
<td><a href="http://www.namctexas.com">www.namctexas.com</a></td>
<td>Pat Melendez</td>
<td><a href="mailto:pmelendez@namctexas.com">pmelendez@namctexas.com</a></td>
<td>713-843-3791</td>
<td>713-843-3777</td>
</tr>
<tr>
<td>Texas Association of Historically Underutilized Businesses</td>
<td><a href="http://www.texashubs.org">www.texashubs.org</a></td>
<td>Roy Mata</td>
<td><a href="mailto:rmata@tgsaustin.com">rmata@tgsaustin.com</a></td>
<td>512-220-4293</td>
<td>915-585-7751</td>
</tr>
<tr>
<td>Tri-County Black Chamber of Commerce</td>
<td><a href="http://www.tricountyblackchamber.org/">http://www.tricountyblackchamber.org/</a></td>
<td>Leondria Thompson</td>
<td><a href="mailto:Leondria@tricountyblackchamber.org">Leondria@tricountyblackchamber.org</a></td>
<td>832-875-3977</td>
<td>713-839-7329</td>
</tr>
<tr>
<td>Women Contractors Association</td>
<td><a href="http://www.womencontractors.org">http://www.womencontractors.org</a></td>
<td>Josena Arqueta</td>
<td><a href="mailto:jarqueta@womencontractors.org">jarqueta@womencontractors.org</a></td>
<td>713-807-9977</td>
<td>713-807-9917</td>
</tr>
<tr>
<td>Women’s Business Council - Southwest</td>
<td><a href="http://www.wbcsouthwest.org">http://www.wbcsouthwest.org</a></td>
<td>Emilia Menthe</td>
<td><a href="mailto:ementhe@wbcsouthwest.org">ementhe@wbcsouthwest.org</a></td>
<td>817-299-0566</td>
<td>NA</td>
</tr>
<tr>
<td>Women’s Business Enterprise Alliance</td>
<td><a href="http://www.wbea-texas.org">http://www.wbea-texas.org</a></td>
<td>Brittany Barton</td>
<td><a href="mailto:bids@wbea-texas.org">bids@wbea-texas.org</a></td>
<td>713-681-9232</td>
<td>NA</td>
</tr>
<tr>
<td>Southwest Minority Supplier Development Council</td>
<td><a href="http://www.smsdc.org/">http://www.smsdc.org/</a></td>
<td>NA</td>
<td><a href="mailto:admin@cstmbc.org">admin@cstmbc.org</a></td>
<td>512-386-8766</td>
<td>512-386-8988</td>
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HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to 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 State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: 11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.

--- Agency Special Instructions/Additional Requirements ---

For assistance in completing the HSP contact: Bob Chapa (HUB Coordinator) 936/294-4670, ric001@shsu.edu

Attached: HSP Overview & Listing of Minority and Women Trade Organizations

To view an instruction video on how to complete the HSP, go to the following web site:

http://www.cpa.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

a. Respondent (Company) Name: ____________________________________________ State of Texas VID #: ____________________________

Point of Contact: ____________________________ Phone #: ____________________________

b. Is your company a State of Texas certified HUB? □ - Yes □ - No

c. Solicitation #: ____________________________________________________________

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

□ - Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)

□ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

<table>
<thead>
<tr>
<th>Line Item # - Subcontracting Opportunity Description</th>
<th>Line Item # - Subcontracting Opportunity Description</th>
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*If you have more than twenty subcontracting opportunities, a continuation page is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/hsp_sep06_cont1.doc.
Enter your company’s name here: ___________________________ Solicitation #: ___________________________

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at http://www.window.state.tx.us/procurement/proc/hub/hub-forms/hsp_sp06_cont2.doc.

SECTION 3 - SUBCONTRACTING OPPORTUNITY
Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # ___________________________ Description: ___________________________

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM
If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?
☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY
This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?
☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov’t Code §2254.004, “Professional Services” means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY
Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas’ Centralized Master Bidders List (CMBL), found at http://www2.cpa.state.tx.us/cmb/cmbhub.html, and its HUB Directory, found at http://www2.cpa.state.tx.us/cmb/hubonly.html, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at http://www.window.state.tx.us/procurement/proc/hub/mwb-links-1/. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY
List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

Company Name ___________________________ VID # ___________________________ Notice Date (mm/dd/yyyy) ___________ Was Response Received?
☐ - Yes ☐ - No

SECTION 8 - SUBCONTRACTOR SELECTION
List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name ___________________________ VID # ___________________________ Expected % of Contract Approximate Dollar Amount Texas Certified HUB?
☐ - Yes ☐ - No

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

________________________________________________________________________________________

________________________________________________________________________________________
SECTION 9 - SELF PERFORMANCE JUSTIFICATION
(If you responded “No” to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

☐ - Yes  If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

☐ - No  If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10 - 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 are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prima Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/forms/ProgressAssessmentReportForm09-07.xls).

- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency’s prior approval, respondent may be subject to debarment pursuant to Gov’t Code §2161.253(d).

- 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 to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date

HSP Rev. 10/07
SHSU TERMS AND CONDITIONS: ITEMS BELOW APPLY TO AND BECOME A PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN WRITING AND SUBMITTED WITH BID.

1. BIDDING REQUIREMENTS:
1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
1.2 Bids must be time/date stamped by Sam Houston State University (SHSU) Procurement and Business Services department on or before the hour and date specified for the bid opening. Bids should list the bid number, opening date and time in the lower left corner of the sealed envelope in which the bid is submitted and show the correct SHSU address as stated on the bid form.
1.3 Bids should be submitted on this Invitation For Bid form. Bidders must price per unit shown. Unit prices shall govern in the event of an extension error. If a price quotation is submitted as a part of the bid, the quotation should be referenced on the SHSU bid document and the SHSU Invitation For Bid form must be manually signed by the bidder to establish formal linkage to the bid.
1.4 Late or unsigned bids will not be considered under any circumstances. Person signing the bid must have authority to bind the firm in a contract. The vendor (not the carrier/mail service/or University) is solely responsible for ensuring the bid is received prior to the bid opening in the Procurement and Business Services Department as specified on the bid form. Late bids properly identified will be returned, unopened, to the bidder.
1.5 Quote F.O.B. destination, freight prepaid and allowed, unless otherwise noted in the bid specifications.
1.6 Bid prices are requested to be firm for SHSU acceptance for 30 calendar days from bid opening date. Discount from list bids are not acceptable, unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
1.7 Bids should give the Vendor ID number (as issued by the Comptroller of Public Accounts of Texas), full firm name and address of bidder, phone, and fax on the face of this form. If the Vendor ID number is not known, enter the bidder's Federal Employer's Identification Number, or Social Security Number if a sole owner. (Disclosure of SSN, if applicable, is mandatory pursuant to Section 231.006, Texas Family Code, and will be used in determining whether any person having 25% or greater ownership interest in the bidder company is more than 30 days delinquent in paying child support. Bidders that have pre-registered this information with the Texas Comptroller of Public Accounts website on the Centralized Master Bidders List have satisfied this requirement. Additionally, the firm name should appear on all continuation pages of this bid form.)
1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by SHSU, based on an acceptable written reason.
1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in this bid.
1.10 The State reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.
1.11 Consistent and continued tie bidding could cause rejection of bids by SHSU and/or investigation for antitrust violations.
1.12 SHSU offers facsimile service as a convenience only. The telephone number for FAX submission of bids is 936-294-1997. This is the only number that will be used for the receipt of bids. SHSU shall not be responsible for failure of electronic equipment or operator-error. All pages of a faxed bid must be totally received and date stamped by purchasing personnel by the specified bid opening time. Partially received faxed bids will be considered late if still transmitting after the specified time of the bid opening. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. SHSU Procurement and Business Services holds the official time clock.
1.13 If a bidder takes exception to any specifications within this Invitation for Bid, they must notify the Procurement and Business Services department in writing prior to the scheduled bid opening date and time.
1.14 Texas Public Information Act: Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). If a bidder believes any information contained in the bidder's response package contains any proprietary or confidential information the bidder must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact bidder prior to release of claimed proprietary information. If, at that time, the bidder still believes information provided is proprietary or confidential, the bidder shall timely notify the University in writing of the factual and legal basis of the claim. If the University submits the documents to the Texas Attorney General's Office for a
ruling on the bidder’s claim of privilege, the latter may elect to make arguments directly to the Attorney General’s Office in support of the claim of privilege.

2. SPECIFICATIONS
2.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer’s reference in this Invitation For Bid is descriptive (not restrictive) and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding other than referenced specifications, the bid MUST show manufacturer brand or trade name and description of product offered. Illustrations, product brochures, literature, etc. with complete descriptions of products offered should be made a part of the bid. If bidder does not identify exceptions to the specifications shown in this Invitation to Bid, bidder will be required to furnish brand names, numbers, etc. as shown in this Invitation to Bid.
2.2 Unless otherwise specified in this document, all items shall be new and unused and of current production.
2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from the UL, FMRC or NEMA.
2.4 Sample, when requested, must be furnished free of expense to the State. If not destroyed in examination they will be returned to the bidder, on request, at the bidder’s expense. Each sample should be marked with bidder’s name, and address and requisition number. Do not enclose in or attach bid to sample.
2.5 SHSU will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid.
2.6 Manufacturer’s standard warranty shall apply unless otherwise stated in the specifications in this Invitation For Bid.

3. DELIVERY
3.1 Bid should show the number of days required to place material/deliver items to the University’s designated location under normal conditions. Delivery days mean calendar days. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. Unreasonably long or short delivery promises may cause the bid to be disregarded.
3.2 If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
3.3 Delivery shall be made during normal working hours, 8:00 a.m.–4:00 p.m. CST only, unless prior approval has been obtained from SHSU.
3.4 No substitutions permitted without the prior written approval of SHSU.

4. TIE BIDS
4.1 Tie Bids- Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).

5. INSPECTIONS AND TESTS
5.1 All goods will be subject to inspection and test by SHSU. Authorized SHSU 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 bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at SHSU’s option, be returned to the vendor or held for disposition at vendor’s expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT
6.1 A response to this Invitation For Bid is an offer to contract based upon the lowest price that meets or exceeds specifications contained herein or the best value criteria if stated in the specifications contained herein. Bids do not become contracts until they are accepted through a SHSU purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Huntsville, Texas.

7. CANCELLATION OF CONTRACT
7.1 If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

8. PAYMENT
8.1 Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods/services on an uncontested invoice. The payment process will begin when SHSU Purchasing/Accounts Payable receives the authorized payment approval form from the department/end user.
9. FUNDING OUT CLAUSE
9.1 Sam Houston State University reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

10. PATENTS & COPYRIGHTS
10.1 The vendor agrees to protect SHSU from claims involving infringement of patents and copyrights.

11. VENDOR ASSIGNMENTS
11.1 Vendor hereby assigns to ordering agency 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. (1987). Inquiries pertaining to Invitation For Bid forms must give the requisition number, codes and opening date.

12. BIDDER AFFIRMATION
Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed:
12.1 The bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted bid.
12.2 The bidder is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
12.3 Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated any antitrust laws of this State or the Federal Antitrust Laws (see Section 9 above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
12.4 The bidder has not received compensation for participation in the preparation of the specifications for this Invitation For Bid.
12.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.
12.6 Pursuant to Section 2155.004 Government Code re: collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
12.7 The contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor, in the execution or performance of this contract.
12.8 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
12.9 Bidder certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of former executive: ____________________________________________
Name of State agency: ______________________________________________
Date of separation from State agency: ________________________________
Position with Bidder: ______________________________________________
Date of Employment with bidder: ________________________________

13. TECHNOLOGY ACCESS CLAUSE
13.1 The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to Sam Houston State University that the technology provided to Sam Houston State University for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
*providing equivalent access for effective use by both visual and non-visual means;
*presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
Bid Number: Due Date/Time: Bidder’s Firm Name:

*BIDDER: Please fill in name on each page.

*being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives

14. NOTICE TO BIDDERS

14.1 Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.

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

14.3 Equal opportunity – Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age or disability in the performance of the resulting contract.

03/15/10