DIVISION OF FINANCE
Procurement Services

TEXAS A&M UNIVERSITY
PROCUREMENT SERVICES

REQUEST FOR PROPOSAL

Risk Analysis and Audit Software

Financial Management Operation

RFP NUMBER: RFP Main 19-0015

PROPOSAL MUST BE RECEIVED BEFORE 2:00PM CST:
April 11, 2019

MAIL PROPOSAL TO:

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

HAND DELIVER AND/OR EXPRESS MAIL TO:

Texas A&M University
Procurement Services
Agronomy Road
1477 TAMU
College Station, TX 77843-1477

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at the **Texas A&M University Department of Procurement Services** before the hour and date specified for receipt of proposal.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121-2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of Respondents will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

Sealed proposals will be received until the date and time established for receipt.

REFER INQUIRIES TO:

Wes Wolfe
Buyer
Texas A&M University
Procurement Services
979-845-2014
Email: swolfe3@tamu.edu

All proposals shall become the property of the State of Texas upon receipt. Proposals may be subject to public review after contracts have been awarded. VENDORS responding to this proposal are cautioned not to include any proprietary information as part of their proposal unless such proprietary information is carefully identified as such in writing, and TAMU accepts, in writing, the information as proprietary. Notwithstanding the foregoing, TAMU is subject to the Texas Public Information Act.

Table of Contents

SECTION 1. INTRODUCTION

1.1 Introduction and Executive Overview
1.2 Brief History
1.3 Respondent Responsibility
1.4 Final Review & Approval

SECTION 2. SPECIFICATIONS AND REQUIREMENTS

2.1 Scope of Work

SECTION 3. REQUIREMENTS

3.1 Statement of Qualifications Content

SECTION 4. EVALUATION CRITERIA

4.1 Selection Criteria
4.2 Evaluation & Selection

SECTION 5. RFP QUESTIONNAIRE/PRICING

5.1 Pricing

SECTION 6. GENERAL INFORMATION

6.1 Submittal Deadline and Location
6.2 Deadline For Questions
6.3 Proposal Components
6.4 Texas A&M Contacts
6.5 Definitions
6.6 Inquiries and Interpretations
6.7 Electronic State Business Daily
6.8 Terms and Conditions

SECTION 7 GENERAL TERMS AND CONDITIONS

7.1 General
7.2 Time of Performance
7.3 Default
7.4 Termination
7.5 Agreement Amendments
7.6 Independent Vendor Status
7.7 Right to Audit
7.8 Sales and Use Tax
7.9 Observance of Texas A&M Rules and Regulations
7.10 Non-Disclosure
7.11 Publicity
7.12 Severability
7.13 Non-Waiver of Defaults
7.14 Governing Law
7.15 Dispute Resolution
7.16 Indemnification

7.17 Other Benefits
7.18 Texas Public Information Act
7.19 Intellectual Property

SECTION 8 CONTRACTUAL REQUIREMENTS

8.1 HUB Participation Plan
8.2 Insurance Requirements
8.3 Bonds
8.4 Parking
8.5 Payment

SECTION 9 EXECUTION OF OFFER

9.1 Proposer Affirmation
9.2 Texas Family Code Section 231.006
9.3 Substitute W-9
9.4 Direct Deposit
9.5 Signature

SECTION 10 NON-COLLUSION AFFIDAVIT

ATTACHMENTS

Appendix A – TAMU Insurance Requirements

Appendix B – HUB SUBCONTRACTING PLAN (HSP)

SECTION 1
INTRODUCTION

1.1 Intent for Request for Proposals:

See Scope of Work section located in Section 2.1

1.2 Brief History

Established in 1876, Texas A&M has since grown to become a world leader in teaching, research, and service, with an international reputation for excellence in both academics and athletics. With an enrollment of more than 65,000 students, Texas A&M is among the largest U.S. universities. Located in the heart of Texas, just hours from five of the nation's 20 largest cities (Houston, San Antonio, Dallas, Fort Worth and Austin) and home to the George Bush Presidential Library and Museum, Texas A&M is a popular and convenient destination for visitors from throughout the state and around the country. Additionally, the "Aggie Spirit" and its many proud traditions, from the friendly "Howdy" that serves as the official campus greeting, to the majesty of the Fightin' Texas Aggie Band and the solemnity of Silver Taps and Aggie Muster, make Texas A&M a unique academic and cultural experience. From world-class research to a broad range of academic and extracurricular programs, Texas A&M offers myriad opportunities for intellectual and personal development in an environment that fosters achievement at the highest level.

1.3 Respondent Responsibility

By submitting responses, each respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

Responses to this Request for Proposals (RFP) shall address each item in the Scope of Work section below, including a cost proposal.

Please contact Wes Wolfe, Buyer, at 979-845-2014 or via email swolfe3@tamu.edu

1.4 Final Review and Approval

The review and approval of RFPs is a multi-step process which requires variable amounts of time. Responders are advised that the projected dates listed below may be modified by and at the sole discretion of Texas A&M.

Tentative Timetable

Release of RFP……..…….…….……March 6, 2019
Deadline for Questions……..…….....….....(by 12:00 p.m. CST) March 19, 2019
Responses to Questions……..……...…….……March 22, 2019
Deadline for Receipt of Proposals…….…...……...**(by 2:00 p.m. CST) April 11, 2019**
Vendor Presentations (TAMU reserves the right to request)……..……..…TBD
Formal Execution of Agreement……...……...……...……**TBD**

SECTION 2
SPECIFICATIONS & REQUIREMENTS

2.1 Scope of Work

This Request for Proposal (RFP) is intended to assist **Texas A&M University and Texas A&M University System Members** (see list below) in selecting a preferred supplier to provide a risk analysis and audit software. **Texas A&M University and Texas A&M University System Members** plans to enter into an agreement with one primary supplier to provide this service (Texas A&M System Members can opt in to this agreement, not all may participate). The scope of this project includes all **Texas A&M University and Texas A&M University System Members** activity with the exception of possible exclusions.

Member List

Texas A&M University

Texas A&M University at Galveston

Texas A&M University Health Science Center

Prairie View A&M University

Tarleton State University

Texas A&M University-Central Texas

Texas A&M International University

Texas A&M University-Commerce

Texas A&M University-Corpus Christi

Texas A&M University-Kingsville

Texas A&M University- San Antonio

Texas A&M University-Texarkana

West Texas A&M University

Texas A&M AgriLife Extension Service

Texas A&M AgriLife Research

Texas A&M Engineering Experiment Station

Texas A&M Engineering Extension Service

Texas A&M Forest Service

Texas A&M Transportation Institute

Texas A&M Veterinary Medical Diagnostic Laboratory

Texas A&M Research Foundation

Texas A&M Foundation

SPEND INFORMATION

Payables spend volume for Texas A&M University System Members is approximately $5 billion with 600k transactions. Texas A&M University (including Texas A&M University, Texas A&M University-Galveston and Texas A&M University Health Science Center) spend volume is approximately $2.4 billion with 300k transactions. Majority of the invoices are processed through our Procure to Pay System called AggieBuy (Jaggaer/SciQuest product) and ultimately fed into our home grown mainframe ERP system called FAMIS. Payment and Travel Card spend volume for the system members is approximately 160 million with 700k transactions. The majority of these transactions are processed through our travel system Concur.

GOALS

- Review 100% of T&E and P-Card transactions and identify fraudulent transactions, personal items, duplicate charges, split transactions, prohibited categories based on our Business Practices and other additional transaction alerts.
- Review 100% of PO's and Invoices to identify unusual payments, potential duplicates, outliers and prohibited categories based on our Business Practices and other additional transaction alerts.
- Provide monthly reporting by campus, department, etc. to create awareness of overall spend and issues.
- Provide cross-functional analysis to identify duplicates across T&E, P-card and Accounts Payable.
- Perform audit tracking based on Merchant Category Codes (MCC) and other audit parameters that provides high level analysis which will identify spending patterns and anomalies
- Identify and monitor travel and entertainment related purchases on P-Card
- Identify and evaluate header or line level invoices/receipt for items purchased on P-card/Travel Card.

GENERAL QUESTIONS

1. Please provide a brief company history.
2. Where is your company headquartered?
3. Type of ownership? If private, list name of principle. If subsidiary, list name of parent company.

REFERENCE QUESTIONS

1. Provide three references we may contact from accounts of the same relative size or larger in the same geographic region of operation, and with the same general requirements as **Texas A&M University**. Two customer references should be **similar in size to Texas A&M University and Texas A&M University System Members.** Provide the following information for each reference:
2. The primary contact name, email and phone number.
3. Years as client and services provided.
4. Include any other information concerning your organization that you feel would be beneficial. Include additional service offerings and describe at a high level detail.

SECTION 3
REQUIREMENTS

3.1 General

3.2 What is your process for handling scope changes to include additional data sources from card providers?

3.3 How will you identify, manage, and mitigate issues and risks?

3.4 How will you manage customer requests for customization?

3.5 Is there an audit trail for customization and change management?

3.6 In what ways can your services influence employee behavior?

3.7 What are some of the change management considerations for moving toward a new solution?

3.8 Would you please identify the types of resources you would provide if development is needed?

3.9 Would you please describe the types of resourcesTexas A&M would need to provide if product solution development is needed?

3.10 Does your company use artificial intelligence software?

3.11 Has your company used machine learning for other customers?

3.12 What is the comparative advantage of your company over your competitors?

3.13 What is the primary means in which your company increase the operational efficiency of your customers?

3.14 What is the average cost savings incurred by your customers?

3.15 Can your company provide auto-generated email alerts to employees?

3.16 Will your solution involve any third party suppliers or subcontracted services?

3.17 List any third party relationships along with locations (i.e. Data Centers)

3.18 Does your product solution upgrade versions periodically? If so, how often?

3.19 Upon new version releases, does your solution require management of change for the customers?

Data Security

3.20 Does your product solution offer Data Security features?

3.21 How will data be stored and for how long?

3.22 How would you protect Texas A&M's Data?

3.23 Has your company experienced any data breaches in the past five years? If so, explain.

3.24 Have any of your client’s information been compromised in your possession?

3.25 What is the most common method of data transfer with your current clients?

3.26 What is your internal systems firewall protection modality?

3.27 What IT security certifications do you hold? And what is date of last review/audit?

3.28 Are you PCI compliant?

3.29 Can your product solution function properly with masked account numbers?

3.30 Does your solution store data in a cloud environment?

Integration-Implementation

3.31 What systems can you integrate with?

3.32 Would you please describe your proposed implementation process?

3.33 Does your solution require any customer training?

3.34 Would you please describe your assessment process for providing the best fit for product solution?

3.35 Would you please describe your upgrade process, including required downtime?

3.36 Would you please describe client installation and/or browser requirements?

3.37 What processes are employed at the end of your supplier/client relationships to ensure client data is returned?

3.38 Do you currently have a pre-deployment testing procedure in place? If yes, please explain briefly.

3.39 Will there be a dedicated implementation team on-site?

3.40 Would you please describe the types of resources Texas A&M would need to provide during implementation?

3.41 What is implementation timeline? Please provide implementation project plan.

3.42 How does your company measure implementation success?

3.43 Would you provide a list of your typical deliverables as it relates to solution implementations?

3.44 Would you please describe your post implementation customer success plan?

3.45 Where are the developers or the customer support team physically located?

Case Management

3.46 Does your solution include case management capabilities?

3.47 Describe how issues are resolved and tracked.

3.48 Describe how issues can be routed to appropriate person(s) or groups for review or comment.

3.49 Please provide standard communication templates.

3.50 Does your case management keep an audit log of all communications around remediating an issue?

3.51 Does your solution support additional custom communications?

3.52 What efficiencies are gained by using your case management solution?

Reporting

3.53 What reporting is provided by your solution?

3.54 In addition to reporting, does your solution include dashboards?

3.55 Explain process to create customized reports

3.56 What are the delivery options available for the reports? Can delivery be scheduled?

3.57 Does your solution have the ability to replicate Texas A&M's report hierarchy?

3.58 What is process to keep hierarchy current?

3.59 What reports provide insight into potential business process improvements?

3.60 Does reporting include ability to drill down on employee history?

Account Support

3.60 Provide a detailed organizational chart of the account team who would be assigned to the **Texas A&M University and Texas A&M University System Members** account. Include functions, reporting relationships, experience and resumes of each member.

3.61 It is a requirement that the selected supplier appoints one person to be responsible for the relationship and held accountable for its success. Discuss your company's selected "account manager," why your company chose them, and their ability to comply with these expectations.

3.62 Does your Company provide 24/7 Support? Would you please describe your escalation process for after-hours requests? What is the associated cost, if any, with 24/7 support?

Any additional information that is submitted shall be included in the bound document with the information described above. Include contact name, phone number and email address within RFP response

VPAT

A **VPAT** (Voluntary Product Accessibility Template) is required for this TAMU purchase.

If you company has a VPAT, include the VPAT with your proposal. The awarded vendor shall be required to submit a VPAT before a PO is issued.

For additional information about VPAT see: https://itaccessibility.tamu.edu/

SECTION 4
EVALUATION CRITERIA

4.1 Selection Criteria

The successful vendor will be selected based on the following criteria:

PRICING	35%
FUNCTIONALITY/ABILITY TO MEET REQUIRED SPECIFICATIONS	45%
PREVIOUS EXPERIENCE/REFERENCES	20%
TOTAL POINTS	100%

4.2 Evaluation & Selection

Texas A&M University will utilize an evaluation team for the evaluation of this RFP. Texas A&M University will evaluate and make the award on the proposal that is determined to be the best value to the State based on, but not limited to the criteria listed above.

All proposals must be complete and convey all of the information requested to be considered responsive.

Provide the contact person within your company for the purposes of this RFP.

- **Name:**
- **Address:**
- **Telephone #:**
- **E-mail:**

By submitting a proposal, Respondent acknowledges and accepts [a]the evaluation process**,** [b] the evaluation factors listed in the RFP Questionnaire**,** [c] the scope of this engagement **(Section 2),** [d] the terms and conditions of the Agreement **(Section 8),** [e] all other requirements and specifications set forth in this RFP, and [e] that some subjective judgments must be made by the University during this RFP process.

Should Texas A&M be unable to agree on final Agreement terms and conditions with the highest ranked proposer, a Texas A&M representative(s) will then negotiate with the second-ranked proposer or reissue the same or modified version of this RFP.

Texas A&M University reserves the right to reject any and all proposal.

SECTION 5
PRICING

5.1 Pricing:

5.2 Explain in detail all associated costs to **Texas A&M University and Texas A&M University System Members**

5.3 Provide package pricing for all modules and individual pricing for each module (if separate, i.e. T&E, P-Card, Procure to Pay, etc). If there are pricing differences based upon the number of years of the agreement, please provide pricing based upon the number of years of the agreement.

SECTION 6
GENERAL INFORMATION

6.1 Submittal Deadline and Location

All responses must be received by Texas A&M no later than **(by 2:00 p.m. CST) April 11, 2019**

Responses are to be submitted to:

U. S. POSTAL SERVICE:

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

HAND DELIVER AND/OR EXPRESS MAIL/FED EX/UPS TO:

Texas A&M University
Procurement Services
Agronomy Road
College Station, TX 77843-1477

Late responses properly identified will be returned to Respondent unopened. **LATE RESPONSES WILL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCES.**

6.2 Deadline for Questions

The deadline for questions is **(by 12:00 p.m. CST) March 19, 2019**. Questions should be submitted via e-mail to Wes Wolfe at swolfe3@tamu.edu. Responses will be posted to the AggieBid within this specific RFP to all interested vendors, and will be answered by **March 22, 2019.**

6.3 Proposal Components

The following documents are to be returned as part of your proposal submittal:

- ✓ Signed Execution of Offer (see Section 9)
  Responses including Execution of Offer (Section 9) must be signed by Respondent's company official authorized to commit such responses. Failure to sign the Execution of Offer may be basis for response disqualification.
- ✓ Non-Collusion Affidavit (see Section 10)
- ✓ HUB Subcontracting Plan – Appendix B
- ✓ Client References (see Section 2)
- ✓ Technical Proposal
- ✓ Pricing (see Section 5)
- ✓ Two (2) hard copies (with one serving as the original) and two (2) *virus free* Flash Drives/Thumb Drives of the complete RFP response (see Section 3.3.5). Include contact name, phone number and email address within RFP response
- ✓ A VPAT is required for this TAMU purchase. If you company has a completed VPAT, include the VPAT with your proposal. The awarded vendor shall be required to submit a VPAT before a PO is issued.
- ✓ Substitute W-9, W8BEN-E or the Certificate of Foreign Status form

Respondent shall provide one (1) original, one (1) copy, and two (2) *virus free* Flash Drives/Thumb Drives of the complete RFP response as specified above. Include contact name, phone number and email address within RFP response

All Flash Drives/Thumb Drives must either be in Microsoft Office Software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the Flash Drive must be clearly named and referenced in your proposal response.

NOTE: The original signature on ONE (1) hard copy will serve as the official signature of record for all Flash Drive copies.

Please create a text file in your root directory titled "table of contents.txt" that contains a brief explanation of the files and their layout found on the disc.

Response package (box/carton) must indicate on the lower left-hand corner the submitter's company name, the proposal opening date, and RFP number.

Telephone and/or facsimile (Fax) responses to this RFP are not acceptable.

6.4 Texas A&M Contacts

All questions must be sent by email to:

Wes Wolfe, Buyer
swolfe3@tamu.edu

Texas A&M specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual.

6.5 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

RFP shall mean Request for Proposal.

Proposal shall mean Respondents offer

Texas A&M shall mean Texas A&M University and other system parts.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Vendor shall mean the individual, partnership, corporation, or other entity awarded for the scope of work under this RFP in accordance with the terms, conditions, and requirements herein.

HUB shall mean Historically Underutilized Business.

Agreement shall mean an agreement, documented by written instrument, between Texas A&M and the successful respondent to provide services to Texas A&M in College Station, Texas.

6.6 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by Texas A&M as having received a

copy of the RFP. All such addenda issued by Texas A&M prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those Texas A&M replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

6.7 Electronic State Business Daily & AggieBid

It is the responsibility of interested vendors to regularly check the ESBD website http://www.txsmartbuy.com/sp and the AggieBid website for this specific RFP https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=TAMU, for any possible addenda to this project. The RFP is inclusive of all addenda issued.

6.8 Terms and Conditions

The Terms and Conditions shall govern any Agreement issued as a result of this RFP.

Additional or attached terms and conditions which are determined to be unacceptable to Texas A&M may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

SECTION 7
GENERAL TERMS AND CONDITIONS

7.1 General

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Proposal.

Each response should be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the offer requirements.

> **Texas A&M University (TAMU) reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and award based on the evaluation criteria. Additionally, all respondents are hereby notified that Texas A&M shall consider all factors it believes to be relevant. Texas A&M's decision is final.**

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the proposal.

The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

The vendor hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

Questions should be directed to the Texas A&M University Department of Procurement Services official identified in Section 6.4 of this Request for Proposal.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become

the property of Texas A&M.

Texas A&M will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, product evaluations or demonstrations that may be made, unless otherwise expressly indicated.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by Texas A&M at its option.

7.2 **Time of Performance**

Seller agrees to perform all obligations and render services set forth per this proposal.

7.3 Default

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with Texas A&M, Texas A&M may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Seller fails to remedy such failure or default within the ten (10) day period, Texas A&M shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement and such cancellation by Texas A&M shall not limit any other right or remedy available to Texas A&M at law or in equity.

7.4 Termination

- For Convenience: The agreement may be terminated, without penalty, by Texas A&M without cause by giving ninety (90) days written notice of such termination to the seller.

- Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.

- In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

7.5 **Agreement Amendments**

No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the Texas A&M University Department of Procurement Services for prior review and approval. Only the contract administrator within Procurement & Purchasing Services or his/her designee will be authorized to sign changes or amendments.

In the event responder requires an agreement, or order form to be signed the agreement or order form must be returned with this proposal for review prior to any subsequent award. Texas A&M University reserves the right to refuse consideration of an agreement and may hold proposer to any agreement entered into as a result of a purchase order being issued off of this proposal.

7.6 Independent Vendor Status

Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with Texas A&M. Texas A&M shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Texas A&M furnish any medical or retirement benefits or any paid vacation or sick leave.

7.7 Right to Audit

At any time during the term of this agreement and for a period of two (2) years thereafter Texas A&M or duly authorized audit representative of Texas A&M, or the Texas A&M University System, at its expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under this agreement. In the event such an audit by Texas A&M reveals any errors/overpayments by Texas A&M, Vendor's shall refund Texas A&M the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&M at its option, reserves the right to deduct such amounts owing Texas A&M from any payments due Vendor.

7.8 Sales and Use Tax

Texas A&M, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Seller may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

7.9 Observance of Texas A&M Rules and Regulations

Vendor agrees that at all times its employees will observe and comply with all regulations of the University, including but not limited to parking and security regulations.

7.10 Non-Disclosure

Vendor and Texas A&M acknowledge that they or their employees may, in the performance of the resultant agreement 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 organizations, whether or not directly or indirectly affiliated with Seller or Texas A&M unless required by law.

7.11 Publicity

Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Texas A&M's name in connection with any sales promotion or publicity event without the prior express written approval of Texas A&M.

7.12 Severability

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

7.13 Non-Waiver of Defaults

Any failure of Texas A&M at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of Texas A&M at any time to avail itself of same.

7.14 Governing Law

This agreement shall be construed and governed by the laws of the State of Texas.

7.15 Dispute Resolution

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and Company to attempt to resolve any claim for breach of contract made by Company that cannot be resolved in the ordinary course of business. Company shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer, Texas A&M University, who shall examine Company's claim and any counterclaim and negotiate with Company in an effort to resolve the claim.

7.16 Indemnification

Vendor agrees to indemnify and hold the State of Texas, the Board of Regents of Texas A&M University System, Texas A&M, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Seller or the acts or omissions of others under Seller's supervision and control.

7.17 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by vendor 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.

7.18 Texas Public Information Act

All information, documentation and other material submitted by Respondent under this proposal is subject to public disclosure under the Texas Open Records Act (Texas Government Code, Chapter 552). Respondent is hereby notified that Texas A&M strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General. Respondent shall be deemed to have knowledge of this law and how to protect the legitimate interests of the contractor.

7.19 Intellectual Property

Pursuant to the Agreement, the University will license specified uses of certain of its intellectual property and assets during the Term of the Agreement, as contemplated herein. However, TAMU shall, in all cases, retain exclusive ownership of any and all such intellectual property and assets, including any and all derivative property and assets developed during the Term of the Agreement. The Proposer shall acknowledge TAMU's ownership of its intellectual property in the Agreement and shall agree to assign any and all such intellectual property to TAMU at the expiration or termination of the Agreement, if requested by TAMU.

SECTION 8
CONTRACTUAL REQUIREMENTS

8.1 HUB Subcontracting Plan

It is the policy of the State of Texas and TAMU to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in our prime contracts. The goal of the HUB Program is to promote equal access and equal opportunity in TAMU contracting and purchasing.

Subcontracting opportunities are anticipated for this Request for Proposal and therefore a HUB Subcontracting Plan (HSP) is required. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the Request for Proposal and will result in rejection of the submittal. Prepare the HUB Subcontracting Plan in accordance with the HUB Subcontracting Plan requirements. The HUB Subcontracting Plan shall be submitted within the RFP response and appropriately tabbed for easy reference.
For information regarding the HUB Subcontracting Plan requirements, please contact Clyde Oberg at 979-845-1042 or via email at co@tamu.edu . Documents attached are the State of Texas HUB Subcontracting Plan form, HSP checklist, and Prime Contractor Progress Assessment Report (PAR) form. The State of Texas HSP forms can also be found at the following site: http://www.window.state.tx.us/procurement/prog/hub/hub-forms/.

8.2 Insurance Requirements

- The successful vendor will be required per the indicated requirements (Appendix A) to provide proof of insurance prior to beginning any work on the campus of Texas A&M University. The vendor will be held strictly liable for any damages to Texas A&M University property occurring during any installation.

- Vendor shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by Texas A&M University. Insurance coverage shall provide for a thirty day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain these provision. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the vendor. Unless otherwise specified, the vendor shall provide and maintain, until the work included in this Request for Proposal is completed an accepted by Texas A&M University.

- Certificates of Insurance must be delivered or mailed to:

  Texas A&M University
  Department of Procurement Services
  Attn: Wes Wolfe
  P.O. Box 30013
  College Station, TX 77842-3013.

8.3 Bonds

No Bonds will be required for this project

8.4 Parking

Parking shall be the responsibility of the successful vendor.

8.5 Payment

8.5.1 Billing Address

Invoices and/or payment for services performed under this Agreement shall be submitted to:

Texas A&M University
Financial Management Operations
ATTN: Accounts Payable
750 Agronomy Road - Suite 3101
6000 TAMU
College Station, TX 77843-6000
United States

8.5.2 Withheld Payments

Texas A&M may withhold any moneys claimed to be due by the **Company** until the terms of the Agreement have been fulfilled and the work of the **Company** has been accepted.

8.5.3 Billing Resolutions

In the case of a problem on a disputed invoice or charge, the vendor will provide necessary information, i.e. duplicate invoice, shipping information and proof of delivery at no extra charge to Texas A&M University within 5 business days of request.

All credit memos will reflect the purchase order number and the original invoice number in which charge was initiated.

8.5.4 Invoicing

Each invoice to reference purchase order number and shall include the level agreed upon in the payment schedule.

8.5.5 Payment

- Payment schedule to be agreed upon prior to formal execution of agreement.
- Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later, and according to the agreed upon schedule. Texas A&M will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.
- Ability to accept payment through a centrally billed location
- Ability to accept payment via Automated Clearing House (ACH)

SECTION 9
EXECUTION OF OFFER

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

9.1 Proposer Affirmation

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

9.1.1. The proposer 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 proposal.

9.1.2 The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.

9.1.3 Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal 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.

9.1.4 Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, 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.

9.1.5 The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.

9.1.6 The proposer shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of proposer or any agent, employee, sub-Contractor, or proposer of proposer in the execution or performance of this purchase order.

9.1.7. Proposer 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.

9.1.8. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

9.1.9. Proposer agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

9.2 Texas Family Code Section 231.006

Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.

9.2.1. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:

10.2.1.1. receive payments from state funds under a contract to provide property, materials, or services: or

10.2.1.2. receive a state-funded grant or loan.

9.2.2. A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:

10.2.2.1. all arrearages have been paid; or

10.2.2.2. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

9.2.3. Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the GSC Centralized Master Proposers List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.

9.2.4. "Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal 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."

9.2.5. If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.

9.2.6. If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

9.3 Substitute W-9

Texas A&M University requires all companies and individuals (not employees or students) to have a Substitute W-9 form on file. Submit a Substitute W-9, W8BEN-E or the Certificate of Foreign Status form with your proposal. This form is needed for IRS compliance.

Step 1: You can obtain the Substitute W-9 form from the Texas A&M University Financial Management Services website at: http://finance.tamu.edu/fmo/ir/forms/substitutew9.pdf

9.4 Direct Deposit

All vendors are encouraged to sign up for direct deposit. The direct deposit form is located at: http://finance.tamu.edu/fmo/ir/forms/74-176.pdf

9.5 Signature

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of proposer (enter in block provided if not shown). Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

This offer consists of pages number (1) through

Payee Identification Number (PIN): _____

Sole Owner should also enter social security No.: _____

Proposer/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)

(__) Supplies, materials, equipment, or services produced in TX/ offered by TX bidders
(__) Agricultural products produced or grown in TX
(__) Agricultural products and services 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 including recycled steel
(__) 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

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

SECTION 10
NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TEXAS A&M or any employee thereof, or any person, firm or corporation under contract with TEXAS A&M whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TEXAS A&M, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or TEXAS A&M.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TEXAS A&M, nor any employee, or person, whose salary is payable in whole or in part by TEXAS A&M, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Respondent Name _____

Date _____

_____
Subscribed and sworn to before me this

_____ day of _____, year _____.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

SECTION 10 MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

APPENDIX A – TAMU INSURANCE REQUIREMENTS

Respondent shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M University. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to Respondent under this Agreement. Respondent shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Respondent is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation.

Insurance:

Coverage	**Limit**
A. Worker's Compensation	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	$1,000,000 Each Accident
	$1,000,000 Disease/Employee
	$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M University. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. Commercial General Liability	
Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products / Completed Operations	$1,000,000
Personal / Advertising Injury	$1,000,000
Damage to rented Premises	$300,000
Medical Payments	$5,000

The required commercial general liability policy will be issued on a form that insures Respondent's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and the Texas A&M University as additional insured's.

D. Respondent will deliver to Texas A&M University:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Respondent under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation and employer's liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by Respondent. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University. No policy will be canceled without unconditional written notice to Texas A&M University at least ten days before the effective date of the cancellation.

All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this section.

Any deductible or self-insured retention must be declared to and approved by Texas A&M University prior to the performance of any services by Respondent under this Agreement. Respondent is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following Texas A&M University contact:

Name: Wes Wolfe

Address: Texas A&M University
Dept of Procurement Services
1477 TAMU Agronomy Road
College Station, TX 77843-1477

Fax Number: 979-845-2014

Email Address: swolfe3@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M University in writing.

Appendix B – HUB SUBCONTRACTING PLAN (HSP)

Rev. 10/16

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.*

Rev. 02/12

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) §20.13 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,***
- ***32.7 percent for all special trade construction contracts,***
- ***23.6 percent for professional services contracts,***
- ***24.6 percent for all other services contracts, and***
- ***21 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(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 contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

The following Texas A&M University specific HUB goals shall be utilized:

21.33 percent for heavy construction other than building contracts,
21.1 percent for all building construction, including general contractors and operative builders contracts,
42.69 percent for all special trade construction contracts,
28.12 percent for professional services contracts,
24.6 percent for all other services contracts, and
23.55 percent for commodities contracts.

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 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 goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "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. (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 have a continuous contract* in place for five (5) years or less.	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 **http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**)

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 have a continuous contract* in place with for five (5) years or less **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.*

Rev. 02/12

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

SECTION 2 **SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

a. **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 have a continuous contract* in place for five (5) years or less.	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 .
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
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		%	%	%
		%	%	%
	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.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains 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(s)/section(s)** of your proposal which explains 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 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 ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)

REMINDER:

- If you responded "***Yes***" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "***No***" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

Rev. 02/12

HSP Good Faith Effort - Method A (Attachment A)

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

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" 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 ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-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 this attachment.

Item #: _____ **Description:** _____

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
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	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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 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.

Rev. 02/12

HSP Good Faith Effort - Method B (Attachment B)

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 **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

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 this attachment.

Item #: _____ **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***, to 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 minority or women 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 **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women 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 minority or women 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 your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. 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 Vendor ID (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	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women 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 minority or women 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 **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women 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.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

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

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

SECTION B-4 SUBCONTRACTOR SELECTION

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

Item #: _____ **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 VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	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.

Rev. 02/12

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A — PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____

Point-of-Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

Section B — CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ Phone #: _____

Requisition #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Section C — SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select **Central Time on:** _____ Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.

(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 minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

☐ - Not Applicable

4. Bonding/Insurance Requirements:

☐ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable

Rev. 02/12

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 have a continuous contract* in place for five (5) years or less 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 have a continuous contract* in place for five (5) years or less 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 indicated 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, 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 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.*

HSP "GOOD FAITH EFFORT" **METHOD B**
CHECKLIST

( ) Enter your company's name and solicitation number at the top of page

( ) **Section B-1** – Subcontracting Opportunity

___ Enter the line item number and description that corresponds in **Section 2, Item b** of the HSP

( ) **Section B-2** – Mentor-Protégé Program

___ Yes, proceed to **Section B-4**
___ No, proceed to **Section B-3**

( ) **Section B-3** – Notification of Subcontracting Opportunity

___ Contacted three (3) certified Texas HUB's for each subcontracting area and documented these efforts in **Section B-3 b.**
___ Provided seven (7) working days for the vendors to respond
___ Contacted two (2) or more minority or women trade organizations or development centers and documented these efforts in **Section B-3 d.**
___ Provided seven (7) working days to the trade organizations or development centers
___ Provided written documentation as proof of notification to the HUB vendors and minority or women trade organizations or development centers

( ) **Section B-4** – Subcontractor Selection

___ In **Section B-4 a** enter the line item number and description that corresponds in **Section B-1**
___ Indicate the vendor and expected percentage or dollar figure of subcontracted area in **Section B-4 b.**
___ and if not a HUB vendor, provide a justification in **Section B-4 c.**

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ **Date of Award:** _____ (mm/dd/yyyy) **Object Code:** _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ **State of Texas VID #:** _____

Point of Contact: _____ **Phone #:** _____

Reporting (Month) Period: _____ **Total Amount Paid this Reporting Period to Contractor:** $ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
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Signature: _____ **Title:** _____ **Date:** _____

*Note: HUB certification status can be verified on-line at: **http://www2.cpa.state.tx.us/cmbl/hubonly.html**

Rev. 10/07