DIVISION OF FINANCE
Procurement Services

TEXAS A&M UNIVERSITY
PROCUREMENT SERVICES

REQUEST FOR PROPOSAL

Campus Calendar

Texas A&M University

RFP NUMBER: RFP Main 22-0037

PROPOSAL MUST BE RECEIVED BEFORE 2:00PM CST:
September 22, 2022

Include contact name, phone number and email address within RFP response.

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.

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

REFER INQUIRIES TO:

Wes Wolfe
Buyer
Texas A&M University
Procurement Services
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

ATTACHMENTS

SECTION 1
INTRODUCTION

1.1 Intent for Request for Proposals:

Texas A&M University (TAMU) is soliciting proposals for a commercial, turn-key, off-the-shelf, enterprise-wide, cloud-based campus calendar solution. The primary goal of the campus calendar will be to provide event-based content to students, faculty, staff, and the general public.

1.2 Brief History

The Division of Marketing & Communications is dedicated to advancing the mission of Texas A&M through strategic, integrated communication and outreach. We strive to convey the rich diversity of our university, community and state in all that we do.

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 via email at swolfe3@tamu.edu.

1.4 Final Review and Approval

The review and approval of RFPs is a multi-step process that 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.

Milestone	**Date** or **Days** after the release date
RFP Release Date	August 22, 2022
Deadline for Questions (by 12:00 p.m. CST)	**August 30, 2022**
Responses to Questions	September 6, 2022
Deadline for Receipt of Proposals (by 2:00 p.m. CST)	**September 22, 2022**
Vendor presentations (TAMU reserves the right to request) *	*Date to be determined**
Select winning proposal	No later than **October 1, 2022**
Initiate setup of calendar solution	No later than **November 1, 2022**
Initiate calendar solution acceptance testing in production	No later than **December 1, 2022**
Calendar solution in production	No later than **February 1, 2023**

Table 3 – RFP Evaluation Scoring

** TAMU will decide which vendors are invited to present in person the details of their proposed solution. The vendor will pay all costs incurred by a vendor to participate in a presentation.*

SECTION 2
SPECIFICATIONS & REQUIREMENTS

2.1 Scope of Work

The current campus calendar solution used by TAMU is a cloud-based service. The unit controls the content displayed on each college, department, and division's calendars. The primary method of publishing content is through a browser-based application. Content publishers authenticate via single sign-on authentication (SSO) coupled with an LDAP identity provider using security assertion markup language (SAML 2.0) configurations.

Table 1 lists the features that **must be included** in the proposed campus calendar solution.

Required Feature	Implemented at TAMU
The ability to publish events to any website hosted on any platform	Yes
Native support for online and hybrid events	Yes
Integrates with existing tools such as EMS, R25, Google Calendar, etc.	Yes
Unlimited event submissions via an online form	Yes
Unlimited users, groups, and calendars	Yes
Built-in geolocation, which allows users to put their events on the map	Yes
Easily share calendar events with other groups on campus	Yes
Easy to push events to social networks	Yes
Full-time zone support, with settings for event publishers and front-end calendar users	Yes
Easily add images, videos, downloadable files, and other related content to events, including external feeds	Yes
Have granular/flexible roles and permissions	Yes
Support for RSS and ICAL imports and exports and JSON data via read API	Yes
API and direct access to calendar data in all formats	Yes
Event widgets compatible with any CMS or web server	Yes
Easy to customize the appearance to blend seamlessly with existing resources.	Yes
Has the ability to create a front end to match an existing website	Yes
Responsive framework with user experience designed into the end user interface	Yes
Dedicated technical support	Yes
Free, managed software upgrades	Yes
Follows Google Schema for events	Yes
Implement one of the following authentication methods, Central Authentication Service (CAS), Shibboleth, or Azure AD. Shibboleth is SAML 2.0 compliant.	Yes
Experience with Higher Ed	Yes

Table 1 - Features that must be included in the proposed solution

Table 2 lists some additional features that **are preferred** to be part of the proposed calendar solution.

Feature	Implemented at TAMU
The license allows usage of the solution as a shared service across all Texas A&M University System partners (all universities and agencies of the system)	Limited

Table 2 – Additional features that may be included as optional in the proposed solution

Current Authentication Protocols

The following information describes the Single Sign-On (SSO) service authentication protocols used at TAMU to verify the identity of employees, students, and guests when they access intranet and internet services. The SSO authentication processes support integrated multi-factor authentication.

1. **Shibboleth Identity Provider (IdP)** - implements the Security Assertion Markup Language (SAML) protocol 2.0:
   a. The proposed solution's Shibboleth implementation **must be** SAML 2.0 compliant.
   b. Division of IT documentation: http://infrastructure.tamu.edu/auth/Shibboleth/shibboleth.html
   c. Official Shibboleth IdP documentation: https://wiki.shibboleth.net/confluence/display/CONCEPT
2. **Central Authentication Service (CAS) protocol**:
   a. TAMU documentation: http://infrastructure.tamu.edu/auth/CAS/cas.html
   b. TAMU fully supports the core CAS 3.0 specification. TAMU does not support long-term tickets ("remember me") but does have some support for samlValidate. If the proposed solution wants to use SAML, samlValidate is limited to SAML 1.0/1.1. If the proposed solution uses SAML 2.0, Shibboleth will need to be used instead.
   c. Official CAS protocol documentation: https://apereo.github.io/cas/4.2.x/protocol/CAS-Protocol.html
3. **Single Sign-On (SSO):**
   a. Shibboleth and SAML 2.0 protocols as described in item 1 above.
4. **Azure Active Directory**
5. **Two-factor Authentication:**
   a. Implemented via Duo Security's cloud-based application (http://duo.com).

Policies and Regulations of Texas A&M University System, Rules and Standard Operating Procedures of Texas A&M University

The following links provide information about the institutional requirements and regulations at Texas A&M University concerning secure access, storage, usage of information resources, and IT accessibility.

- Texas A&M University Standard Administrative Procedures (SAP), Procedure 29 ("Information Resources" - http://rules-saps.tamu.edu/TAMURulesAndSAPs.aspx#29)
- Texas A&M University System Policies and Regulations, Policy 29.01 ("Information Resources" - https://www.tamus.edu/legal/policy/policy-and-regulation-library/)
- Texas A&M University, state, and federal regulations concerning website accessibility and other electronic and information resources - https://itaccessibility.tamu.edu/laws_policies_standards/index.php
- Texas A&M University Rule regarding cloud computing resources - https://rulesadmin.tamu.edu/rules/download/29.01.03.M0.13
- Texas A&M University Division of Information Technology cloud computing policies – https://it.tamu.edu/policy/it-policy/local-policy/cloud-computing/index.php

SECTION 3
REQUIREMENTS

3.1 Requirements and Technical Proposal

Please provide a complete response for **each item** in the remaining sections of this RFP. Providing only a reference to pages in other documentation will not necessarily constitute a valid response.
The term "organization" used in this RFP refers to an independent group of calendar administrators and content publishers defined in the proposed solution that TAMU manages without vendor intervention. For example, one organization would support Texas A&M University's main campus in College Station, Texas, while another would support Texas A&M University's School of Law in Fort Worth, Texas.

Architecture/Availability /Security /Scalability /Maintenance

1. Describe the proposed solution's delivery technology (cloud-based, on-premise, hybrid, etc.).
2. Describe how the proposed solution functions.
    a. Include details of how the solution is a turnkey solution with all configuration and support originating from one provider.
    b. List all other providers and their systems included as part of the solution.
    c. Describe how the proposed solution will provide "High Availability" (HA) as TAMU's calendar solution. Include details of how HA is supported for each cloud-based service included in the solution. Identify any single points of failure and how they can be mitigated.
    d. Provide details about the solution's scalability and how it can be upgraded and enhanced as TAMU's calendar requirements change (e.g., specific software upgrades, feature enhancements, additional organizations, additional subscribers, etc.).
    e. Describe how the solution supports calendar needs at multiple organizations at geographically separate locations across North America and the world. Include any limitations or additional requirements for the solution to provide this type of support.
3. Describe how the proposed solution can monitor and notify administrators when the calendar is down or limited in functionality due to technical issues.
4. Describe how the proposed solution supports managing multiple organizations without vendor intervention.
    a. Include specific capabilities, functionality, and the number of organizations that can exist simultaneously in the solution.
    b. Describe how users are managed such that they can exist in multiple organizations and roles and can be easily identified by the solution administrators and API management interfaces.
    c. Describe how persons with the proper administrator or user roles/permissions are provided access to one or more organizations and the organization's signs/playlists.
5. Describe the proposed solution's cloud reliability and specifications:
    a. The proposed solution must provide robust security, operations and recovery capabilities as evidenced through data center attestations and certifications (e.g., AICPA SOC 2 and SOC 3, FedRAMP, ISO 22301, and ISO 27001). Describe how this is provided.

   b. Please include the proposed solution's service level agreement statistics (up-time, etc.) and describe how the solution and vendor guarantee that level is maintained.
   c. Include a copy of the latest publicly available SOC 2 report or Higher Education Community Vendor Assessment Toolkit (HECVAT) for the solution.
   d. Include a copy of the latest publicly available Voluntary Product Accessibility Template (VPAT) for the solution.
6. Describe how failover to hosted data centers will help eliminate or mitigate downtime for the proposed solution.
7. Describe how the proposed solution monitors the system's health. Include the types of monitors and how and when the administrators are notified of detected errors (e.g., loss of communication to cloud services, database connection errors, suspicious login attempts, resource availability, etc.).
8. Describe standard and emergency system maintenance procedures and outage mitigation processes for the proposed solution's cloud-based elements.
   a. Be specific about times of the month and times of day that the cloud system is unavailable.
   b. Describe which areas of the service (e.g., content publishing, etc.) are directly affected by cloud system maintenance or outages.
   c. Describe how customers of the proposed solution are notified about upcoming maintenance that impacts the solution. Include the lead time provided to customers before the system is impacted?
9. Describe the proposed solution's authentication processes. Include details of:
   a. How administrators, content publishers, etc., will authenticate via TAMU's authentication protocols (provided earlier in this RFP). Include a list of authentication protocols supported by the solution.
      i. The solution's Shibboleth protocol implementation **must be** SAML 2.0 compliant.
   b. How administrators will authenticate during an outage of normal TAMU authentication processes.
      i. Specify how the solution will behave during such an outage to support login and multi-factor authentication.
10. Describe the features listed above in *Table 1* that are provided in the proposed solution. Include how each feature works.
11. Identify each feature listed above in *Table 1* that the proposed solution **does not** provide. Provide any plans the vendor has to support these features.
12. Describe the features listed in *Table 2* above that are provided in the proposed solution. Include how each feature works.
13. Describe the features **not listed** above in *Table 1* or *Table 2* that are provided in the proposed solution. Include how each feature works.
14. Describe the solution's architecture (e.g., cloud-based, on-premises, hybrid, etc.). If a hybrid solution, which features reside on-premises and in the cloud?
15. Describe how the proposed solution maintains high availability (HA) to publish and display content. Include any HA monitoring performed by the solution and automatic messages provided to TAMU administrators about HA status.

16. Describe the vendor's in-house and customer-based testing methodologies for new versions of the proposed solution before they are released for production.
17. Describe how often new versions of the proposed solution are released. Include the length of time that customer support is provided for a version before customers must upgrade to a later version.
18. Describe the process of announcing and applying hotfixes to versions of the proposed solution. Include details about direct support provided by the vendor to upgrade and test new versions before being placed into production.
19. Describe how much lead time is provided to train content publishers and administrators before upgrades to the proposed solution are applied.
20. Describe the online and in-person training provided by the vendor for content publishers and administrators of the proposed solution.

Solution Access/Deployment /Reporting

1. Describe how the proposed solution provides a web-based (thin-client) interface that supports concurrent logins of administrators and content publishers to:
    a. Connect securely (TLS v1.2 or higher) via standard web browsers. Describe any limitations the solution requires (e.g., specific web browsers, specific security protocols, etc.).
    b. Manage the application's content publishing workflow, user management, user permission and access, and access to all administrative aspects of the system.
    c. Gain access to the solution's capabilities based on administrator or user roles, permissions, and solution access policy settings. Describe the solution's available roles, permissions, and access policy settings.
        i. Security for the solution overall
        ii. Account permissions and security
    d. Manage creation, editing, and removal of organizations within the solution.
    e. Manage creation, editing, and removal of user records per organization.
2. Describe the types of devices and operating systems that administrators and operators can use to access the web-based interface of the proposed solution.
3. Describe the proposed solution's API interface, if available. Include access security, functions, and limitations of the API.
4. Describe the process supported by the vendor to provide technical support to administrators and other users of the system.
5. Describe the proposed solution's methods for sharing content across different groups within the university (e.g., a campus-wide event).

Other

1. Provide the proposed solution's name and current version.
2. Why should TAMU select the proposed solution for implementation?
3. Provide examples of the vendor's willingness and ability to quickly adapt the proposed solution's functionality to meet new security and information standards that may be required by new federal and state laws or TAMU regulations.

4. Provide examples of the vendor's willingness and ability to enhance the proposed solution with additional or updated features as technologies are enhanced.
5. In addition to the items listed in this section ("*Specifications and Requirements for proposed solution*"), provide any additional details about the proposed solution that you believe adds value for TAMU.

Vendor Information

1. Explain why TAMU should consider the vendor as a calendar provider.
2. Describe the vendor support for the proposed solution that will be required during the contract period.
3. Explain how the vendor will prepare/train TAMU technical staff and assist in the initial setup and deployment of the solution, software installations, solution administrator and user training, and assist with API integration, testing, and calendar implementation.
    a. Assume this effort begins on **November 1, 2022, and must be completed by February 1, 2023**.
    b. Include a tentative timeline, required tasks, and knowledge areas (e.g., server setup/install, network, security, etc.) of TAMU staff that must be available to complete the effort.
4. Explain how the vendor plans to keep the proposed solution up to date with the latest technologies, information security and software standards so that TAMU continues to use a solution that is an enterprise-level state-of-the-art solution.
5. Provide a reference list of up to five (5) customers currently using your services who we may contact. At least one (1) of the customers should be from a university having 25,000 or more students or multiple campuses. The customer institution should receive services similar to what TAMU is seeking in this RFP. Please provide the following customer details:
    a. Name of the customer institution.
    b. Contact information of the customer (preferably the person in charge of the contract agreement).
        i. Name
        ii. Title
        iii. Telephone number
        iv. Email address
        v. Explain in general terms what is provided to this customer institution
6. Provide the legal status of your company (private, wholly owned subsidiary, holding company, public, etc.)
7. Provide the corporate location of your firm.
8. Provide an overview of your corporate history, including all acquisitions and mergers in the last five years.
9. Describe your recommended implementation strategy, including coordination and support services, best practice consulting options, and professional services.
10. Identify all third-party vendors involved in the proposed solution and describe these relationships.
11. How many employees are currently working for your firm?
12. How long has your firm provided the proposed solution?

13. How many of your customers are currently using the proposed solution's software (including versions that are in use)?
14. How many universities is your firm currently supporting with a calendar solution?
15. Provide the number of security incidents encountered with the proposed or other solutions (on-premises or cloud versions) where the calendar was compromised, and unauthorized content was displayed.
    a. Please describe each incident separately, including the total time to recovery for each incident and the mitigation(s) used for the incident.
16. Describe support levels offered for the proposed solution (including response times)?
17. Describe how the vendor will provide an account manager **and** a technical customer contact for TAMU who can provide regular phone and email support throughout the contract's life.
    a. During initial implementation and testing: online meetings are conducted weekly at a minimum. The meeting frequency can be reduced based on solution behavior and outstanding issues.
    b. Provide a single point of contact for technical support (phone, email, onsite) and maintenance/regular operating system patching/replacement as part of the contract for all vendor-provided hardware and software required for the proposed solution.
18. Do you support user groups or advisory boards for users of the proposed solution or similar solutions? If so, how active are the groups, and how responsive are you to their requests? Please provide examples.

3.1.1 One (1) original of the complete RFP response is required 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 Word.

3.2 Accessibility

Texas A&M University is committed to ensuring that our digital environment is accessible and free from barriers for all members of the campus community. For digital products or services, the Contractor shall verify that all electronic and information technology (EIT) procured through this RFP be accessible according to Sections 504 and 508 of the Rehabilitation act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, by supporting assistive software or devices such as large print interfaces, text-to-speech output, voice-activated input, screen readers, refreshable braille displays, and alternate keyboard or pointer interfaces, in a manner consistent with the Web Accessibility Initiative Web Content Accessibility Guidelines, version 2.1, at conformance level AA ("WCAG 2.0, AA")."

1. Does your product/service conform to the W3C Web Content Accessibility Guidelines, version 2.1 ("WCAG 2.1") at the conformance levels A and AA and Section 508? [Has a VPAT or ACR been created or updated for the product and version under consideration within the past year? Please demonstrate conformance by filling out VPAT 2.3 Rev 508 (April 2019) and VPAT 2.3 Rev WCAG (April 2019). Has a third-party accessibility expert conducted an accessibility audit of the most recent version of your product?]
2. Is your product/service routinely tested with assistive technologies (AT)? If so, which AT are used? Who does the testing? What is the testing methodology? If necessary, how are results remediated? Can all functions of the product/service be performed using only the keyboard, using a screen reader, magnifying up to 400%? Does your product/service rely on activating a special "accessibility mode," a "lite version," or accessing an alternate interface for accessibility purposes? If so, does this alternative version have full feature parody with the main version? Do you have documentation to support users with disabilities in utilizing the accessibility of your product/service? Is your product/service documentation accessible?
3. How is accessibility built into your quality assurance workflow? Do you have a documented and implemented process for reporting and tracking accessibility issues? Do you expect your staff to maintain a current skill set in IT accessibility? Do you have documented processes and procedures for implementing accessibility into your development lifecycle? If you roll out upgrades of the product, how do you assure that upgrades will not break accessibility?
4. Do you have a documented and implemented process for verifying accessibility conformance? Have you adopted a technical or legal accessibility standard of conformance for the product in question? Are there known accessibility issues with your products/services or tools? If so, what are they? What are the work-arounds for users of assistive technology? What is the plan to address these issues? How do you communicate those to users? Can you provide a current, detailed accessibility roadmap with delivery timelines?
5. How should accessibility barriers be communicated to you and how does your company respond to such issues? Please provide the name, title, and contact information for the most appropriate accessibility contact for the product/service under consideration.
6. Please provide samples of prior work for our team of subject matter experts to review.

SECTION 4
EVALUATION CRITERIA

4.1 Selection Criteria

Table 4 below describes the percentage of the total score the following sections will be worth when evaluating the proposed solution. The successful vendor will be selected based on the following criteria:

Evaluation Criteria	Percentage
Specifications and requirements for proposed solution	40%
Questionnaire about proposed solution	30%
Pricing	20%
Vendor Information	10%

Table 4 – RFP Evaluation Scoring

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**,** [d] the terms and conditions of the Agreement **(Section 7),** [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 proposals.

SECTION 5
PRICING

5.1 Pricing:

Responding vendors are to provide a Cost Proposal which covers all costs requested in the Scope of Work.

1. Provide TAMU one contract, if applicable, for February 1, 2023 – January 31, 2024, to:
   a. Perform the task described in *item 3* of the section “*Vendor Information*” above. This task must be completed by December 1, 2022.
   b. Assist TAMU with solution acceptance testing through January 31, 2023, including professional services and technical support.

2. Provide TAMU with a second contract for the proposed solution offered for the following time periods. TAMU will select one of the contract time periods. A multi-year contract will be renewed **annually** (*February-January*) beginning February 1, 2023.
   a. One (1) year total price
   b. Three (3) years with annual pricing and renewal
   c. Five (5) years with annual pricing and renewal

3. Include payment terms and clarify if pricing is negotiable.

4. Pricing should be itemized and include:
   a. A single price to use all features listed in *Table 1*.
   b. Describe any additional costs that must be calculated based on the number of calendar users. Include how this cost would be calculated for payment on an annual basis.
   c. Describe any additional costs calculated based on the number of calendars. Include how this cost would be calculated for payment on an annual basis.
   d. Describe required computer infrastructure and itemized costs (as applicable) that will be required on-site at TAMU to support the solution (e.g., on-premise server hardware, appliances and associated software, licensing, maintenance).
   e. Itemize any one-time implementation and training costs.
   f. Training as part of software upgrades and enhancements.
   g. Professional Services.
   h. Technical support (phone, email, vendor onsite at TAMU).
   i. Additional hardware/software/services/maintenance provided by the vendor on site at TAMU.

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) September 22, 2022.**

Submittal Instructions:

Complete proposals may be submitted in the following:

One (1) Electronic Copy submitted via our electronic bid system, **AggieBid** at the following links- https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU or https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=TAMU

If you received an invitation to participate email from JAGGAER Support aggiebuy@sciquest.com, you are able to click the link included in the email to view the sourcing event and respond to this event.

NOTE: Respondents must be a registered vendor in AggieBid in order to submit their RFP response via AggieBid. If you are a new supplier to AggieBid, follow one of the links listed above and click on Create Account. Follow the instructions to register. If you need assistance with vendor registration, please reach out to vendorhelp@tamu.edu.

All electronic copies must either be in **Microsoft Office software or Adobe Portable Document Format (PDF).** All Image files of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as cument such as a PDF.

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) August 30, 2022**. 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 **September 6, 2022.**

6.3 Proposal Components

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

- ✓ Completed and Signed Execution of Offer (see Section 9). Responses, including Execution of Offer (Section 9) must be signed by the Respondent's company official authorized to commit such responses. Failure to sign the Execution of Offer may be the basis for response disqualification.
- ✓ Completed, Notarized and Signed Non-Collusion Affidavit (see Section 10).
- ✓ Technical Proposal of the complete RFP response (see Section 2 and 3) – Specifications and Requirements for proposed solution completed. **Include a contact name, phone number and email address within the RFP response**
- ✓ Documentation of experiences with or references from customers where respondents conducted similar projects.
- ✓ Completed HUB Subcontracting Plan (Section 8.1)
- ✓ Pricing (Section 5.1)
- ✓ Voluntary Product Accessibility Template (VPAT) for all software and electronic information resources contained in the proposal.
- ✓ Substitute W-9, W8BEN-E or the Certificate of Foreign Status form

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

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/or the AggieBid website 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 affect or relieve the 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

The 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 Vendor Access

[PROVIDER] hereby acknowledges responsibility to comply with all applicable Texas A&M University policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by Texas A&M University.

For purposes of this section concerning Vendor Access, Confidential Information is defined as information that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the *Texas Education Code*); and medical records. Mission Critical Information is information that is defined by Texas A&M University to be essential to the continued performance of the mission of Texas A&M University, the unavailability of which would result in consequences to Texas A&M University.

In the event [PROVIDER] should obtain or be granted access to Confidential and/or Mission Critical Information of Texas A&M University ("Texas A&M University Information"), [PROVIDER] will keep and protect Texas A&M University Information confidential to no less than the same degree of care as required by Texas A&M University policies, rules and procedures. At the expiration or early termination of this Agreement, [PROVIDER] agrees to return all Texas A&M University Information or agrees to provide adequate certification that the Texas A&M University Information has been destroyed. [PROVIDER], its employees, agents, contractors, and subcontractors shall use the Texas A&M University] Information solely in connection with the performance by [PROVIDER] of the services provided to Texas A&M University pursuant to this Agreement and for no other purpose. Should [PROVIDER], its employees, agents, contractors, or subcontractors acquire other Texas A&M University Information during the course of this Agreement, it shall not be used for [PROVIDER]'s own purposes or divulged to third parties. [PROVIDER] shall comply with all terms and conditions of any Texas A&M University non-disclosure agreement applicable to this Agreement. Failure to comply with the requirement not to release information, except for the sole purpose stated above, will result in the cancellation of this Agreement and the eligibility for [PROVIDER] to receive any Texas A&M University Information from Texas A&M University for a period of not less than five (5) years.

Both parties shall each provide contact information for specific individuals. The designated contact for Texas A&M University shall be ____________, Department of TAMU Libraries, 5000 TAMU, College Station, TX 77843-5000, Telephone: (979) _________, Email:_____________. The designated contact for [PROVIDER] shall be ______________________________(include email address and phone number). Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should [PROVIDER] have a need to access Texas A&M University Information, that request shall be directed to Texas A&M University's designated contact. Further, [PROVIDER] is responsible for reporting all security breaches directly to Texas A&M University. Texas A&M University's designated contact for breaches shall be Help Desk Central (helpdesk@tamu.edu; (979) 845-8300). Help Desk Central can be contacted 24/7. Security breach investigation reports shall be provided to the designated contact for Texas A&M University and Texas A&M University's Chief Information Security Officer (ciso@tamu.edu)."

7.18 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.

7.18 Other Benefits

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

7.19 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.

7.20 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 Texas A&M University (Texas A&M) to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. 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 Invitation for Bid/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 Invitation for Bid/Request for Proposal and will result in rejection of the submittal. The HUB Subcontracting Plan shall be submitted with the Invitation for Bid/Request for Proposal response by the date and time specified.

For information regarding the HUB Subcontracting Plan requirements, please contact Cindy Gillar at 979-845-9010 or via email at c-gillar@tamu.edu. Documents attached are the State of Texas HUB Subcontracting Plan form, HSP Quick 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.

- The 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 enforcement must include a notice that the policy or policies do contain these provisions. 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 and 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 the 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 the charge was initiated.

8.5.4 Invoicing

Each invoice to reference the 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 the 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 to the State of Texas.

9.1.3 Pursuant to Section 2155.004 Government Code, relating to the 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 the 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 the executive head of a State agency. If section 669.003 applies, the 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. <u>Submit a Substitute W-9, W8BEN-E or the Certificate of Foreign Status form with your proposal</u>. 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 is 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 the 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 Document

Rev. 2/17

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. 2/17

HUB Subcontracting Plan (HSP)

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

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

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

5 percent for heavy construction other than building contracts,
22.5 percent for all building construction, including general contractors and operative builders contracts,
22 percent for all special trade construction contracts,
23.7 percent for professional services contracts,
14.5 percent for all other services contracts, and
25 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: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☐ - *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract*: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.**

Enter your company's name here: ____________________ Requisition #: ____________

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	**Percentage of the contract expected to be subcontracted to non-HUBs.**
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: ____________________ Requisition #: __________

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (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.

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

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 the attachment.

Item Number: _____ 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	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		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - 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.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: ____________________ Requisition #: ____________

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

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: ____________________

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

☐ - Yes (If *Yes*, continue to SECTION B-4.)

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	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 trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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

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

Rev. 2/17

Enter your company's name here: ______________________ Requisition #: ____________

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: ______________________

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

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	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. 2/17

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, §20.285 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, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

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 ____________ (Central Time) on ____________ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, 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, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

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