REQUEST FOR PROPOSAL

RFP 17-0022

Texas A&M Office of Graduate and Professional Studies (OGAPS)

Business Process Analysis

PROPOSAL MUST BE RECEIVED BEFORE: Tuesday, February 14, 2017 by 2:00 p.m. CST

MAIL PROPOSAL TO:

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

HAND DELIVER AND/OR EXPRESS MAIL TO:

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

Show RFP Number, Opening Date and Time on Return Envelope

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

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

REFER INQUIRIES TO:

Wes Wolfe
Buyer
Procurement Services
Texas A&M University
979-845-2014
Email: swolfe3@tamu.edu
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SECTION 1
INTRODUCTION

1.1 Introduction and Executive Overview

Texas A&M University is seeking Request for Proposals from consulting firms with business process analysis (BPA) experience at large, research institutions of higher education. The selected firm will review business processes utilized by the Office of Graduate and Professional Studies (OGAPS) for processing graduate student academic requirements and tracking graduate student progress to degree via an existing on-line system and paper forms. Further the firm will recommend optimal business processes for a new on-line system which integrates the aforementioned processes performed on-line and via paper forms.

Texas A&M University plans to develop a custom application to meet OGAPS requirements based on optimal business processes that are defined during this engagement. The documents produced by the selected firm should facilitate creation of software requirements for the new system.

The vendor pool will consist of established vendors who meet the qualifications of this RFP as set by Texas A&M University's Office of Graduate and Professional Studies.

1.2 Brief History

Established in 1876, Texas A&M has since grown to become a world leader in teaching, research, and service, with an international reputation for excellence in both academics and athletics. With an enrollment of more than 60,000 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.

OGAPS Mission

The Office of Graduate and Professional Studies (OGAPS) is a global leader in graduate education, committed to the pursuit of knowledge and the power of intellect. Through exceptional service and commitment to the highest standards, OGAPS advocates for graduate education at Texas A&M and throughout Texas. The Office of Graduate and Professional Studies is committed to a diverse campus climate, enhancement of the graduate experience and the development of all students as global citizens.

OGAPS Responsibilities

OGAPS serves Texas A&M graduate students as an advocate for their graduate education and houses the Ombudsperson for Graduate Education. This office:
- establishes procedures to guarantee the highest quality educational experience at the graduate level;
- fosters and facilitates interdisciplinary/intercollegiate graduate programs and research activities; and
- strives to maintain and enhance an environment conducive to creative scholarship and scientific inquiry.

Additional information about OGAPS can be found at the following link:
http://ogaps.tamu.edu/About

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.

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

1.4 Final Review and Approval

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

Tentative Timetable

Release of RFP……………………………………………………………….Tuesday, December 20, 2016
Deadline for Questions………………………Tuesday, January 17, 2016 by the Close of Business
Responses to Questions……………………………….Tuesday, January 31, 2016 by the Close of Business
Deadline for Receipt of Proposals……………Tuesday, February 14, 2017 by 2:00 p.m. CST
Formal Execution of Agreement………………………………………………………………………………TBT*
SECTION 2
SPECIFICATIONS & REQUIREMENTS

2.1 Scope of Work

The selected firm will provide resources who will conduct a business process analysis for the Office of Graduate and Professional Studies (OGAPS). The vendor’s employees will work with OGAPS employees as well as other key stakeholders at the university (e.g., graduate students, faculty, and staff). The vendor will also review any additional relevant information or documentation provided by OGAPS. Appendix A includes a list of business processes to be reviewed during the engagement. The vendor’s recommendations should include optimal business processes that will be the basis for developing a new graduate student Academic Requirements Completion System (ARCS) which will provide a mechanism for processing graduate student academic requirements and tracking graduate student progress to degree. ARCS includes functionality for: initial creation of degree plans or creation of a second degree plan for an approved secondary degree program; changes to courses, committee members, and degree programs; preliminary and final exam requests and results; submission of proposals, theses, dissertations, and records of study; letter of completion requests, special requests, letter of intent, and English language proficiency requests; generation of reports, and graduation application cancellations.

While the scope of work does not include the development of detailed software requirements for the new system, the vendor’s deliverables should include documents that facilitate the development of a new system. For the sake of this RFP, ERA System must meet the requirements listed in Appendix A.

List of Services

The vendor should propose a list of services that will be performed during the business process analysis engagement. Details about the engagement should include the following at a minimum.

- A summary of the vendor’s approach for conducting a business process analysis for OGAPS
- Key steps that will be performed by the vendor to complete the engagement.
- A list of deliverables that will be produced by the vendor including a description of how the optimal business processes will be developed. An example of an earlier deliverable at another institution will be helpful, if available, to share with Texas A&M University.
- Information about vendor employees who will be assigned to Texas A&M University including their experience at similar engagements
- Time frame in which the engagement will be completed including a high-level project plan.
- Any business process analysis tools that will be used during the engagement.
- Any other details that will be beneficial for Texas A&M University to understand the services offered by the vendor.

Company Experience

2.1.1. Provide a listing of at least three (3) references which your company has had a relevant contractual relationship with at any time in the past five (5) years, to include:

2.1.1.1. Name of the college, university or other entity

2.1.1.2. Contact person from that organization in charge of the contract agreement. Include name, title, telephone number, and e-mail address of this person.

2.1.1.3. Explain in general terms what was provided including any business process analysis work

2.1.2. References at institutions similar to Texas A&M University are preferred. Prior experience reviewing graduate student business processes is also preferred.

Cost Proposal

The vendor should provide the following information in their cost proposal.

1. A cost breakdown of significant costs including the total cost of the proposal.
2. Estimated number of consulting hours by the firm’s resources to complete the business process analysis engagement.
3. The vendor should state clearly whether the proposal is a fixed fee proposal or a Time and Materials (T&M) proposal.
4. Hourly rate(s) for consulting resources if the proposal is Time and Materials (T&M).
5. All costs must be inclusive of travel costs.
SECTION 3
REQUIREMENTS

3.1 Statement of Qualifications Content

Statement of Qualifications shall contain the following information in the same order set forth below. Respondents must present all information, in adequate detail, necessary to demonstrate how they best satisfy the evaluation criteria for establishing the most qualified firm to provide the requested services.

Interested respondents shall present for consideration one (1) original, one (1) copy and two (2) *virus free* Flash Drives (see 3.3.7 below) including, as a minimum, all of the following:

3.3.1 Statement to indicate interest and availability to provide the required services and include credentials to perform requested services.

3.3.2 Provide a general overview of the organization and its professional staffing. Please include information regarding any previous experience with the development of Business Process Analysis.

3.3.3 Provide credentials and/or certification of everyone who will be assigned to this project. Identify all individuals by name and title that will provide support to the project including their locations, position, specific responsibilities, educational background, experience, and technical capabilities.

3.3.4 List and description of services provided.

3.3.5 References related to services as outlined in this RFP. References shall include all contact information (Name, address, phone number, fax number, e-mail, etc).

3.3.6 Responses should include a general overview of your recruitment and marketing strategy. With specificity, we desire to know your strategy for soliciting and recruiting highly qualified students from diverse background including international students.

3.3.7 One (1) original, one (1) copy and two (2) *virus free* Flash Drives of the complete response is required.). The copy must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as Word. Individual image files on the Flash Drive must be clearly named and referenced in your proposal.

Any additional information that is submitted shall be included in the bound document with the information described above.
SECTION 4
EVALUATION CRITERIA

4.1 Selection Criteria

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICING</td>
<td>30</td>
</tr>
<tr>
<td>PROPOSED SERVICES</td>
<td>40</td>
</tr>
<tr>
<td>PREVIOUS EXPERIENCE</td>
<td>30</td>
</tr>
<tr>
<td>TOTAL POINTS</td>
<td>100</td>
</tr>
</tbody>
</table>

4.2 Evaluation & Selection

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

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

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

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

By submitting a proposal, Respondent acknowledges and accepts [a] the evaluation process, [b] the evaluation factors listed in the RFP Questionnaire, [c] the scope of this engagement (Section 1), [d] the terms and conditions of the Agreement (Section 8), [e] all other requirements and specifications set forth in this RFP, and [e] that some subjective judgments must be made by the University during this RFP process.

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

Texas A&M University reserves the right to reject any and all proposal
5.1 Pricing:

Responding vendors are to provide a Pricing Schedule which covers all available services requested in the Scope of Work.

Vendors are also encouraged to provide other services and fees that may not have been included herein, but that may be deemed appropriate for Business Process Analysis.
SECTION 6
GENERAL INFORMATION

6.1 Submittal Deadline and Location

All responses must be received by Texas A&M no later than **Tuesday, February 14, 2017 by 2:00 p.m.. CST**

Responses are to be submitted to:

**U. S. POSTAL SERVICE:**
Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-3013

**HAND DELIVER AND/OR EXPRESS MAIL/FED EX/UPS TO:**
Texas A&M University
Procurement Services
Agronomy Road
College Station, TX 77843-1477

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

6.2 Deadline for Questions

The deadline for questions is Tuesday, December 13, 2016 by the Close of Business by the close of the business day. Questions should be submitted via e-mail to Wes Wolfe at swolfe3@tamu.edu. Responses will be posted to the ESBD (Electronic State Business Daily) to all interested vendors, and will be answered by the close of the business day on Thursday, December 22, 2016

6.3 Proposal Components

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

- Signed Execution of Offer (see Section 9)
  Responses including Execution of Offer (Section 9) must be signed by Respondent’s company official authorized to commit such responses. Failure to sign the Execution of Offer may be basis for response disqualification.
- Non-Collusion Affidavit (see Section 10)
- Client References (see Section 3.3.5)
- Technical Proposal (see Section 2)
- Pricing (see Section 5)
- Two (2) hard copies (with one serving as the original) and two (2) **virus free** Flash Drives (see Section 3.3.7)

**Respondent shall provide one (1) original, one (1) copy and two (2) **virus free** Flash Drives of the complete RFP response as specified above.**

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

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

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

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

**Telephone and/or facsimile (Fax) responses to this RFP are not acceptable.**
6.4 Texas A&M Contacts

All questions must be sent by email to:

Wes Wolfe, Buyer
swolfe3@tamu.edu

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

6.5 Definitions

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

- **RFP** shall mean Request for Proposal.
- **Proposal** shall mean Respondents offer
- **Texas A&M** shall mean Texas A&M University and other system parts.
- **Respondent** shall mean the individual, partnership, corporation, or other entity responding to this RFP.
- **Vendor** shall mean the individual, partnership, corporation, or other entity awarded for the scope of work under this RFP in accordance with the terms, conditions, and requirements herein.
- **HUB** shall mean Historically Underutilized Business.
- **Agreement** shall mean an agreement, documented by written instrument, between Texas A&M and the successful respondent to provide services to Texas A&M in College Station, Texas.

6.6 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by Texas A&M as having received a copy of the RFP. All such addenda issued by Texas A&M prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

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

6.7 Electronic State Business Daily

It is the responsibility of interested vendors to regularly check the ESBD website for any possible addenda to this project. The RFP is inclusive of all addenda issued.

http://esbd.cpa.state.tx.us

6.8 Terms and Conditions

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

Additional or attached terms and conditions which are determined to be unacceptable to Texas A&M may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.
SECTION 7
GENERAL TERMS AND CONDITIONS

7.1 General

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

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

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

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

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

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

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

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

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of Texas A&M.

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

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

7.2 Time of Performance

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

7.3 Default

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

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

7.4 Termination

- For Convenience: The agreement may be terminated, without penalty, by Texas A&M without cause by giving ninety (90) days written notice of such termination to the seller.
• Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.

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

7.5 Agreement Amendments

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

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

7.6 Independent Vendor Status

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

7.7 Right to Audit

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

7.8 Sales and Use Tax

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

7.9 Observance of Texas A&M Rules and Regulations

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

7.10 Non-Disclosure

Vendor and Texas A&M acknowledge that they or their employees may, in the performance of the resultant agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Seller or Texas A&M unless required by law.

7.11 Publicity

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

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

7.13 Non-Waiver of Defaults

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

7.14 Governing Law

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

7.15 Dispute Resolution

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

7.16 Indemnification

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

7.17 Other Benefits

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

7.18 Texas Public Information Act

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

7.19 Intellectual Property

Pursuant to the Agreement, the University will license specified uses of certain of its intellectual property and assets during the Term of the Agreement, as contemplated herein. However, TAMU shall, in all cases, retain exclusive ownership of any and all such intellectual property and assets, including any and all derivative property and assets developed during the Term of the Agreement. The Proposer shall acknowledge TAMU's ownership of its intellectual property in the Agreement and shall agree to assign any and all such intellectual property to TAMU at the expiration or termination of the Agreement, if requested by TAMU.
SECTION 8
CONTRACTUAL REQUIREMENTS

8.1 HUB Subcontracting Plan

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

No HSP will be required for this proposal response.

8.2 Insurance Requirements

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

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

- Certificates of Insurance must be delivered or mailed to:

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

8.3 Bonds

No Bonds will be required for this project

8.4 Parking

Parking shall be the responsibility of the successful vendor. In the event the Successful Vendor shall be on the TAMU School of Law Campus, the Vendor will be responsible for contacting the School of Law Administrator in charge for instructions. The Point of Contact information will be provided at the appropriate time.

8.5 Payment

8.5.1 Billing Address

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

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

8.5.2 Withheld Payments

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

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

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

8.5.4 Invoicing

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

8.5.5 Payment

- Payment schedule to be agreed upon prior to formal execution of agreement.
- Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later, and according to the agreed upon schedule. Texas A&M will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.
- Ability to accept payment through a centrally billed location
- Ability to accept payment via Automated Clearing House (ACH)
SECTION 9
EXECUTION OF OFFER

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

9.1 Proposer Affirmation

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

9.1.1. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

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

9.1.3. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

9.1.4. Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

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

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

9.1.7. Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

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

   Name of Executive: ________________________________
   Name of State Agency: ____________________________
   Date of Separation from State Agency: ______________
   Position with Proposer: ____________________________
   Date of Employment with Proposer: ________________

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

9.2 Texas Family Code Section 231.006

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

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

   10.2.1.1. receive payments from state funds under a contract to provide property, materials, or services: or
   10.2.1.2. receive a state-funded grant or loan.

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

   10.2.2.1. all arrearages have been paid; or
   10.2.2.2. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

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

9.2.4. “Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

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

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


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. This form is needed for IRS compliance.


9.4 Direct Deposit

All vendors are encouraged to sign up for direct deposit. The direct deposit form is located at:


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
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 ____________, 2014.

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 - The list of OGAPS business processes for the engagement include the following:

1. Description of Initial Creation of degree plans and creation of a secondary degree plan. This process allows a graduate student to create a degree plan consisting of projected courses and advisory committee members according to degree program and university guidelines. Certain admissions related requirements must be verified such as bachelor’s degree, previous degrees, standardized scores, English language proficiency requirement (if applicable). The degree plan must be approved by committee members, department, and OGAPS.

Also this process allows creation of a second degree plan for an approved secondary degree program. The second degree plan consists of projected courses and advisory committee members according to degree program and university guidelines.

2. Description of Changes to courses, committee members, and degree programs. This process allows a graduate student to request a change in courses and committee members on an approved degree plan, or request a change to their degree, major, degree option, or department according to degree program and university guidelines. These changes must be approved by committee members, department, and OGAPS.

3. Description of submission of proposals, theses, dissertations, and records of study. This process allows a graduate student to upload a research proposal or doctoral engineering internship proposal and objectives according to degree program and university guidelines, and verifies research regulatory compliance of the proposed research. The research proposal must be approved by committee members, department, and OGAPS. Research compliance of the proposed research must be approved by Research Compliance and Biosafety staff.

Also this process allows a graduate student to submit a thesis, dissertation, or record of study according to degree program and university guidelines. The thesis, dissertation, or record of study must be approved by committee members, department, and OGAPS. The review and dissemination of the thesis, dissertation, or record of study document is facilitated using an open source application called Vireo. At this time the details on what data ARCS will send to Vireo have not been determined. Further investigation is needed, but there is desire to have ARCS send some student data to ARCS.

4. Description of preliminary and final exam requests and results. This process allows a doctoral student to request the scheduling of a preliminary, a graduate student to request the scheduling of a final examination, or a graduate student to request. Certain requirements must be verified such as GPA requirements, English language proficiency requirements (if applicable), coursework completed, and currently enrolled. The request must be approved by the committee chair, department, and OGAPS.

Also this process allows each committee member to enter preliminary and final exam results (pass or fail). A student’s exam results will be visible to her committee members.

Thirdly this process allows graduate students who are eligible for an exemption to the final examination to submit a request. Certain eligibility requirements must be verified. The request must be approved by committee members, department, and OGAPS.

5. Description of letter of completion, special requests, letter of intent, and English language proficiency request. This process allows a graduate student to submit a letter of completion request,
special request [time limit extension, exceptions, leave of absence, waiver of residence requirement], English language proficiency, or letter of intent. The student will enter a justification and upload documents (where applicable), and requests must be approved by committee members, department, and OGAPS. Some requests may require verification of eligibility.

6. Description of generation of reports. This process enables OGAPS users to generate commonly run reports such as counts of documents received by OGAPS and counts of documents processed by OGAPS within a specified date range, by request type, or by assigned processor or department/college.

7. Description of cancellation of graduation application. This process is still under discussion.
APPENDIX B – 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:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Worker’s Compensation</strong></td>
<td></td>
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<tr>
<td>Statutory Benefits (Coverage A)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability (Coverage B)</td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Employee</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Policy Limit</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th><strong>B. Automobile Liability</strong></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>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;</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>C. Commercial General Liability</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal / Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$300,000</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

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

**Additional Endorsements**

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

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

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Respondent under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal. **All insurance policies**, with the exception of worker’s compensation and employer’s liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The
Texas A&M University System and Texas A&M University as Additional Insureds up to the actual liability limits of the policies maintained by Respondent. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

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

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

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

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

Name: Wes Wolfe
Address: Texas A&M University
Dept of Procurement Services
1477 TAMU Agronomy Road
College Station, TX 77843-1477
Fax Number: 979-845-2014
Email Address: swolfe3@tamu.edu

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

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

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

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders’ contracts,
- 32.9 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 §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent’s subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it 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:

0 percent for heavy construction other than building contracts,
21.1 percent for all building construction, including general contractors and operative builders contracts,
27.92 percent for all special trade construction contracts,
38.9 percent for professional services contracts,
26.0 percent for all other services contracts, and
24.69 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)
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 §20.11, 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).

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 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.
**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).

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you <em>do not have a continuous contract</em> in place for more than five (5) years.</td>
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Aggregate percentages of the contract expected to be subcontracted: % % %

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

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded “No” to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) 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.
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/passcmbsearch/index.jsp. HUB status code “A” signifies that the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>Texas VID or federal EIN</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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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.
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.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas VID (Do not enter Social Security Numbers.)</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Did the HUB Respond?</th>
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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.

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<tr>
<th>Trade Organizations or Development Centers</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Was the Notice Accepted?</th>
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**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.

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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](http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp). HUB status code “A” signifies that the company is a Texas certified HUB.

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<th>Company Name</th>
<th>Texas certified HUB</th>
<th>Texas VID or federal EIN</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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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.
In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, 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, §20.11(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**

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<thead>
<tr>
<th>Company Name:</th>
<th>State of Texas VID #:</th>
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<tbody>
<tr>
<td>Point-of-Contact:</td>
<td>Phone #:</td>
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<tr>
<td>E-mail Address:</td>
<td>Fax #:</td>
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</table>

**SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION**

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<thead>
<tr>
<th>Agency Name:</th>
<th>Point-of-Contact:</th>
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<tbody>
<tr>
<td>Requisition #:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>Bid Open Date:</td>
<td>(mm/dd/yyyy)</td>
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**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 and Date (mm/dd/yyyy)]

   In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, 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, §20.11(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