

**EXHIBIT A**

**RFP5-0008**

**Dated July 16, 2015**



**TEXAS A&M UNIVERSITY-CORPUS CHRISTI**  
PURCHASING DEPARTMENT  
6300 OCEAN DRIVE  
CORPUS CHRISTI, TX 78412

**REQUEST FOR PROPOSAL**

**RFP Number:**

**RFP5-0008**

**Recruitment and Placement for College of Nursing Faculty &  
Administration**

**PROPOSAL MUST BE RECEIVED BEFORE:**

**2:00 p.m. Central Time on July 30, 2015**

**MAIL PROPOSAL TO:**

Texas A&M University-Corpus Christi  
Purchasing Department  
6300 Ocean Drive Unit 5731  
Corpus Christi TX 78412-5731

**HAND DELIVER AND/OR  
EXPRESS MAIL TO:**

Texas A&M University-Corpus Christi  
Purchasing Building  
6300 Ocean Drive Room 115A  
Corpus Christi TX 78412

**Show RFP Number, Opening Date and Time on Return Envelope**

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

Pursuant to the Provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121 - 2156.127, General Services Act rules and regulations adopted there under, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

**DATED: July 16, 2015**

**REFER INQUIRIES TO:**

Will Hobart, Director of Procurement & Disbursements  
Texas A&M University-Corpus Christi  
Purchasing Department  
361-825-2617  
Email: will.hobart@tamucc.edu

## **Table of Contents**

<b>SECTION 1.</b>	<b>General</b>	<b>3</b>
<b>SECTION 2.</b>	<b>Statement of Work/Qualifications</b>	<b>5</b>
<b>SECTION 3.</b>	<b>Proposal Information</b>	<b>6</b>
<b>SECTION 4.</b>	<b>General Terms and Conditions</b>	<b>11</b>
<b>SECTION 5.</b>	<b>Execution of Proposal</b>	<b>20</b>
<b>SECTION 6.</b>	<b>Pricing and Delivery Schedule</b>	<b>21</b>
<b>SECTION 7.</b>	<b>Respondent's Questionnaire</b>	<b>22</b>
<b>SECTION 8.</b>	<b>References</b>	<b>23</b>
<b>EXHIBIT A</b>	<b>HUB Subcontracting Plan</b>	<b>24</b>

## SECTION I

### GENERAL

**1.1 SCOPE.** The Texas A&M University-Corpus Christi (TAMU-CC) seeks Recruitment, Search, and Placement Assistance services in accordance with the specifications contained in this Request for Proposal (“RFP”). In particular, the services requested herein and to be provided under any contract(s) awarded as a result of this RFP are for the Recruitment and Placement of Faculty Members for the TAMU-CC’s College of Nursing. TAMU-CC reserves the right, as it determines to be in its best interest and at its sole discretion, to award contracts to more than one respondent as a result of this RFP. Selection of a respondent as one of the successful Contractor(s) will pre-qualify such Contractor to provide such services, *upon request by TAMU-CC*, with respect to future, specific executive and professional College of Nursing Faculty position(s). Selection as a Contractor and execution of an agreement between TAMU-CC and Contractor does not guarantee that the Contractor will be requested to provide such services.

**No Guarantee of Volume.** The State of Texas does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this solicitation and resulting contract.

**1.2 CONTRACT TERM.** The services requested shall be provided for a period of one (1) year, beginning September 1, 2015, or the last signature date, whichever is earlier, and ending August 31, 2016. This contract may be renewed for up to four (4) one year renewal periods upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the initial term.

**1.3 COMPENSATION.** Payment terms, unless otherwise stated in the RFP, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice whichever occurs last. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions.

**1.4 DEFINITIONS.** For purposes of this RFP, the following definitions apply:

- (a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed;
- (b) Addendum - A modification of the specifications issued by TAMU-CC and distributed to prospective Respondents prior to the opening of bids;
- (c) Best and Final Offer (“BAFO”)- A formal request made to selected Respondents for revisions to the originally submitted Proposal;
- (d) Contract – The contract awarded as a result of this RFP and all exhibits thereto., This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits; and
- (e) Contractor – Respondent whose Proposal results in a contract with TAMU-CC.

**1.5 HUB Subcontracting Plan (HSP)**

It is the policy of the State of Texas, Texas Procurement and Support Services (TPASS) and Texas A&M University-Corpus Christi to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontract and purchasing transactions. TAMU-CC

initiatives through the Purchasing Department are to assist our prime contractors and core company/agents to achieve these ends through race, ethnic and gender-neutral means. The goal of the HUB Advocacy Program (HUBAP) is to promote full and equal business opportunity for all businesses in contracting and purchasing.

## SECTION II

### STATEMENT OF WORK

**2.1 EXECUTIVE SUMMARY.** TAMU-CC is seeking to enter into non-exclusive contracts with established, qualified and experienced executive and professional recruitment and search assistance firms knowledgeable in issues related to the administration of public higher education nursing education programs. The services sought by TAMU-CC are for the performance of numerous administrative, logistical, research, and support tasks in the recruitment of executive and professional level College of Nursing Faculty positions throughout the institution. These contracts are not intended to be contracts for consulting services subject to Texas Government Code Chapter 2254, Subchapter B.

**2.2 Service Requirements.** Services shall include, but are not limited to, the requirements contained in this RFP. Services set forth that contain the words “must” or “shall” are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words “may” or “can” allow Respondents to offer alternatives to the manner in which the services are provided. The requested services and corresponding deliverables are as follows:

The Services will include one or more of the following:

- Assistance in advertising and marketing executive and professional level College of Nursing Faculty positions.
- Identification of a qualified and diverse pool of talent for TAMU-CC to consider as applicants for such executive and professional level positions.
- Assistance in the screening of potential applicants for the specific positions identified to be filled from time to time, and development of candidate profiles that include comprehensive education and experience verification and relevant reference information.
- Assistance with the interview process of potential candidates.
- Assistance in maintaining potential candidates’ interest in a position.
- Identification of salary ranges and typical benefits packages for similarly situated positions.

**2.3 Subcontractors.** Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

**2.4 Performance Tracking.** TAMU-CC will monitor the performance of the Contract issued under this RFP. All services under the contract shall be performed at an acceptable quality level and in a manner consistent with acceptable industry standards, custom, and practice.

## SECTION III

### PROPOSAL INFORMATION

- 3.1 Schedule of Events.** The solicitation process for this RFP will proceed according to the following schedule:

Texas A&M University-Corpus Christi reserves the right to change the dates shown below upon written notification.

<u>Event</u>	<u>Date</u>
Issue RFP	07/16/2015
Deadline for Submission of Questions	07/22/2015
Deadline for Submission of Proposals	07/30/2015
Opening	07/30/2015
Expected Award of Contract	09/01/2015 (tentative)
Expected Contract Start Date	09/01/2015 (tentative)

**3.2 REVISIONS TO SCHEDULE.**

TAMU-CC reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the TAMU-CC purchasing website and on the Electronic State Business Daily as an Addendum. See section 3.5 for URL.

- 3.3 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL.** All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Will Hobart, Director of Procurement & Disbursements

Fax: (361) 825-2772

E-mail: will.hobart@tamucc.edu

Any oral responses to any question shall be unofficial and not binding on TAMU-CC. An Addendum to this RFP providing TAMU-CC's official response will be issued if necessary and posted on the website. Questions must be submitted no later than 5:00 p.m. on July 22, 2015.

This written *Submission of Questions* will take place of the normal Pre-Proposal Conference.

**3.4 PROPOSAL REQUIREMENTS.**

**(a) Submissions:** Respondents shall submit one (1) original of **Exhibit A HUB Subcontracting Plan**, and one original **Section V, Execution of Proposal**, along with one (1) original and **four (4)** copies of the Proposal. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.

**(b) Costs:** Respondents to this RFP are responsible for all costs of Proposal preparation.

**(c) TAMU-CC will not consider any Proposal that bears a copyright.** Proposals will be subject to the Texas Public Information Act, Tex. Gov't Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least **14 point font**.

**(d) Contents:** Listed below is a summary of all information to be included in a Proposal submitted in response to this RFP. TAMU-CC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state. **The following documents must be submitted with the response.**

- (1) **Respondent Information: Section VII- Respondent's Questionnaire**  
Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Respondent's primary contact.
- (2) **Exhibit A** -- Historically Underutilized Businesses (HUB) Sub-Subcontracting Plan: The HUB Subcontracting Plan (the "Plan") shall be completed, signed, and returned with the Proposal. Include all subcontractors on the Plan; state whether each subcontractor has been certified as a HUB by the State of Texas; and if certified, provide the most recent date of certification. Complete the remainder of the Plan forms as directed. Failure to complete and return the Plan with the submitted Proposal will result in rejection of the Proposal.
- (3) **Section V** – Signed Execution of Proposal: Failure to sign and return the Execution of Proposal with the submitted Proposal will result in rejection of the Proposal.
- (4) **Section VI** – Compensation and Fees: Provide requested information as directed.
- (5) **Proposed Products/ Services:** With respect to each of the services outlined in Section 2.1, provide the detailed description of proposed (type of product/services). Provide separate Section for each product/services provided.
- (6) **Experience and Qualifications:** Describe services your organization has provided in the past 5 years that demonstrates your organization's capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar

services to public entities. Include resumes for all personnel who will be responsible for the management and day-to-day operations of the products/services solicited in this RFP.

- (7) **References:** Include a minimum of three (3) references from clients for whom similar services were performed or products were provided. Include project description, contact names, position, and company name and telephone number for each reference listed.]
- (8) **Pricing & Delivery Schedule - Section 6:** Provide a compensation schedule for each product/service to be performed in response to this RFP, including an estimated maximum amount. This information should be included in section 6, if applicable here.

### 3.5 INQUIRIES

- (a) All inquiries shall be submitted in writing to **Will Hobart**, Director of Procurement & Disbursements, at facsimile (361) 825-2722 or by e-mail to [will.hobart@tamucc.edu](mailto:will.hobart@tamucc.edu) by **5:00 p.m.** Central Daylight Time, the date listed as the deadline for submission of questions as specified in Section 3.1 above.
- (b) All inquiries will result in written responses with copies posted to the Electronic State Business Daily, available at <http://esbd.cpa.state.tx.us/> and the TAMU-CC Purchasing website at <http://falcon.tamucc.edu/~purchase/bids/bidopportunities.htm> . If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.
- (c) Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TAMU-CC will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.
- (d) If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a "blanket exception" to this entire RFP. If any Respondent takes a "blanket exception" to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration.

Respondents are strongly encouraged to submit written questions during the official question and answer period regarding any term or condition of this RFP and whether TAMU-CC may negotiate that provision under this particular RFP.

### 3.6 PROPOSAL SUBMISSION.

- (a) All Proposals shall be received and time stamped at TAMU-CC prior to **2 pm**, Central Daylight Time, on the date specified in the Schedule of Events above. TAMU-CC reserves the right to reject late submittals.

- (b) Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent's responsibility to appropriately mark and deliver the Proposal to TAMU-CC by the specified date.
- (c) Telephone and facsimile Proposals will not be accepted.
- (d) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

**3.7 DELIVERY OF PROPOSALS.** Proposals shall be submitted to TAMU-CC by one of the following methods:

<p><b>U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL</b></p> <p>Texas A&amp;M University-Corpus Christi Purchasing Department 6300 Ocean Drive, Unit 5731 Corpus Christi, TX 78412-5731</p>	<p><b>HAND DELIVER TO:</b></p> <p>Texas A&amp;M University-Corpus Christi Purchasing Building 6300 Ocean Drive, Room 115A Corpus Christi, TX 78412-5731 <b>Hours- M-TH prior to 5pm (Fri 3pm)</b></p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**3.8 PROPOSAL OPENING.** Proposals will be opened at:

Texas A&M University-Corpus Christi  
Purchasing Building  
6300 Ocean Drive, Room 110  
Corpus Christi, TX 78412

- (a) All submitted Proposals become the property of TAMU-CC after the RFP submittal deadline/opening date.
- (b) Proposals submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TAMU-CC, whichever occurs earlier.

**3.9 PROPOSAL EVALUATION AND AWARD.**

- (a) TAMU-CC shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas, as defined by Tex. Gov't Code, Section 2155.074.
- (b) A committee will be established to evaluate the Proposals. The committee will include employees of TAMU-CC and other persons invited by TAMU-CC to participate.
- (c) The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

<b>Criteria</b>	<b>Weight</b>
Compensation and Fees	40 %
Company Information	10 %
Proposed Services	20 %
Experience and Qualifications	<u>30 %</u>
	100 %

- (d) The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. TAMU-CC may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of TAMU-CC and will be extended in writing
- (e) In evaluating Proposals to determine the best value for the State, TAMU-CC may consider information related to past contract performance of a Respondent including, but not limited to, TPASS' Vendor Performance Tracking System (available at [http://www.window.state.tx.us/procurement/prog/vendor\\_performance](http://www.window.state.tx.us/procurement/prog/vendor_performance) ).

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

4.1 Any Contract awarded as a result of this RFP will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.

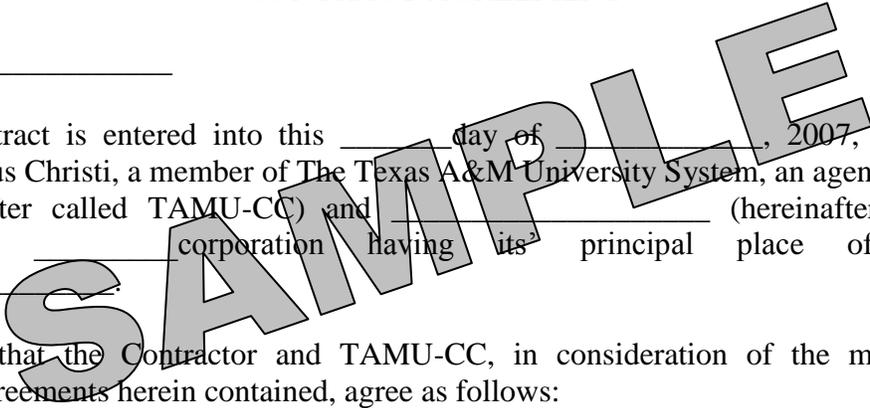


**TEXAS A&M UNIVERSITY-CORPUS CHRISTI**

**CONTRACT/AGREEMENT**

RFP Number: \_\_\_\_\_

This contract is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Texas A&M University-Corpus Christi, a member of The Texas A&M University System, an agency of the State of Texas, (hereinafter called TAMU-CC) and \_\_\_\_\_ (hereinafter referred to as Contractor), a \_\_\_\_\_ corporation having its principal place of business at \_\_\_\_\_



WITNESSETH that the Contractor and TAMU-CC, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. SCOPE OF SERVICES

The scope of work includes that work that is outlined in the attached RFP to furnish all \_\_\_\_\_ (equipment, labor, and materials) for \_\_\_\_\_.

2. TERM OF THE CONTRACT

This contract shall commence on or about \_\_\_\_\_ and shall terminate on \_\_\_\_\_.

3. COMPENSATION AND METHOD OF PAYMENT

A. This Agreement is for the sum of \_\_\_\_\_ (\$\_\_\_\_\_).

**OR**

A. TAMU-CC shall compensate the Contractor for the services at the rate of \$\_\_\_\_\_ per \_\_\_\_\_ (e.g., hour, day, week, semester).

B. In no event shall the Contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the described service(s).

C. Payment will be made upon submittal and approval of the Payment Voucher(s) on State Funds, or the University's Invoice(s) on Non-State Funds that is (are) received. TAMU-CC agrees to make all reasonable efforts to process payments within thirty (30) days, in arrears, in accordance with the procedures and regulations of the Office of the State Comptroller.

D. Reimbursement for travel:

(1) All travel and meals are part of this contract. No reimbursement will be made.

**OR**

(1) Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$\_\_\_\_\_. Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

(2) For information on allowable State rates visit:  
[http://www.window.state.tx.us/fm/pubs/travallow/00-01/tag\\_toc.html](http://www.window.state.tx.us/fm/pubs/travallow/00-01/tag_toc.html)

E. The total of all payments made against this contract shall not exceed \$\_\_\_\_\_.

#### 4. CONTRACT DOCUMENTS

The contract documents shall consist of the following (listed in order of precedence) attached to and incorporated as part of this agreement:

- A. This Executed Agreement;
- B. Exhibit "A" – Statement of Work;
- C. Exhibit "B" – The RFP and Addenda;
- D. Exhibit "C" – Contractor's Proposal; and,
- E. Exhibit "D" – Other Attachments.

#### 5. VENUE

This Agreement is performable in Nueces County, Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU-CC shall be in the county in which the primary office of the chief executive officer of TAMU-CC is located.

#### 6. GOVERNING LAW

The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

## 7. SEVERABILITY

If any part of this Agreement shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected hereby.

## 8. INSURANCE

Contractor represents and warrants that it will, within five (5) business days of executing this agreement, provide TAMU-CC with current certificates of insurance or other proof acceptable to TAMU-CC of the following insurance coverage:

Standard Workers Compensation Insurance covering all Contractor's personnel who will provide services under this Contract;

Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$1,000,000 minimum each occurrence; \$1,000,000 per general aggregate. TAMU-CC shall be named as an additional insured on the policy.

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas with "A" rating from Best, and such companies are authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation, except upon at least thirty (30) days prior written notice to TAMU-CC. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this contract, and shall provide TAMU-CC with an executed copy of the policies immediately upon request.

## 9. ENTIRE AGREEMENT

This document constitutes the entire agreement between TAMU-CC and Contractor. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Agreement may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Contractor.

## 10. ASSIGNMENT

This Agreement is not assignable without express written agreement of TAMU-CC and Contractor.

## 11. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless TAMU-CC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of Contractor or any agent, employee or representative of Contractor in the execution or performance of this Agreement.

## 12. FORCE MAJEURE

Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of

terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

### 13. DISPUTE RESOLUTION PROCESS

#### ALTERNATIVE 1

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 TAMU-CC and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to Director of Purchasing of TAMU-CC, who shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.

#### ALTERNATIVE 2

[NOTE: IF DEEMED APPROPRIATE AND/OR NECESSARY UNDER THE CIRCUMSTANCES CALL FOR MORE ELABORATE LANGUAGE, THE FOLLOWING WILL BE USED:]

The dispute resolution process provided for in Chapter 2260, *Texas Government Code*, shall be used, as further described herein, by TAMU-CC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

- (A) Contractor's claims for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, *Texas Government Code*. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to Director of Purchasing. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Contractor and TAMU-CC otherwise entitled to notice under this Agreement. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, *Texas Government Code*.
- (B) The contested case process provided in Chapter 2260, subchapter C, *Texas Government Code*, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TAMU-CC if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
- (C) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the *Texas Civil Practices and Remedies Code*. Neither the execution of this Agreement by TAMU-CC nor any other conduct of any representative of TAMU-CC relating to this Agreement shall be considered a waiver of sovereign immunity to suit.

The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the *Texas*

*Administrative Code.*

Neither the non-occurrence nor occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

**14. STATE CONTRACTING REQUIREMENTS****A. CHILD SUPPORT:**

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 receive payments from state funds under an Agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

**B. DEBTS OR DELINQUENCIES:**

Pursuant to Section 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward certain debts or delinquencies that Contractor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

**C. FRANCHISE TAX CERTIFICATION:**

If Contractor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Contractor certifies that it is not currently delinquent in the payment of any franchise taxes or that Contractor is exempt from the payment of franchise taxes.

**D. COMPENSATION FOR PREPARING BID SPECIFICATIONS:**

A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The *Texas Government Code* requires the following statement: "Under Section 2155.004, *Texas Government Code*, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

**E. BUY TEXAS:**

With respect to all goods purchased pursuant to this Agreement, Contractor represents and warrants that goods produced in Texas will be given preference if the cost and quality are equal to the goods produced outside of Texas.

**F. PUBLIC INFORMATION ACT:**

Contractor acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for

public information pertaining to this Agreement.

G. LOSS OF FUNDING:

Performance by TAMU-CC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds then TAMU-CC will issue written notice to Contractor and TAMU-CC may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation of funds is beyond the control of TAMU-CC.

H. STATE AUDITOR'S OFFICE:

Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

I. HISTORICALLY UNDERUTILIZED BUSINESS:

Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2161.

J. NON-WAIVER PROVISIONS:

Contractor expressly acknowledges TAMU-CC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

15. NOTICES

Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. TAMU-CC and Contractor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMU-CC: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_  
E-mail: \_\_\_\_\_

Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_  
E-mail: \_\_\_\_\_

16. DEFAULT AND TERMINATION

- A. In the event of substantial failure by Contractor to perform in accordance with the terms of this Agreement, TAMU-CC may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of TAMU-CC. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period.
- B. TAMU-CC may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Contractor. Upon termination pursuant to this paragraph, Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement, provided that Contractor shall deliver to TAMU-CC all completed, or partially completed, work and any and all documentation or other products and results of these services. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of TAMU-CC. TAMU-CC shall not be required to reimburse Contractor for any services performed or expenses incurred after the date of termination notice.
- C. If this Contract is terminated for any reason, TAMU-CC shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination.

17. INDEPENDENT CONTRACTOR

Contractor shall serve as an independent contractor in providing services under this Agreement. This Agreement will not be construed as creating an employer/employee relationship between TAMU-CC and Contractor.

In WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

CONTRACTOR:

TEXAS A&M UNIVERSITY-CORPUS  
CHRISTI:

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_  
*Printed/Typed Name*

Name: \_\_\_\_\_  
*Printed/Typed Name*

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADD THE FOLLOWING AFTER NON-WAIVER PROVISIONS, IF APPLICABLE:**

**Previous Employment:**

Contractor acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMU-CC from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If Contractor is an individual, by signing this Agreement, Contractor certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

**Access by Individuals with Disabilities:**

**[NOTE: TO THE EXTENT THAT CONTRACTOR PROVIDES ELECTRONIC AND INFORMATION RESOURCES AND ALL ASSOCIATED INFORMATION, DOCUMENTATION, AND SUPPORT, THE FOLLOWING PARAGRAPH SHOULD BE INSERTED:]**

Contractor represents and warrants that the electronic and information resources and all associated information, documentation, and support that it provides to TAMU-CC under this Agreement (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply, then Contractor represents and warrants that it will, at no cost to TAMU-CC, either (1) perform all necessary remediation or (2) replace the EIRs with new EIRs. In the event that Contractor fails or is unable to do so, then TAMU-CC may terminate this Agreement and Contractor will refund to TAMU-CC all amounts TAMU-CC has paid under this Agreement within thirty (30) days after the termination date.

**Technology Access:**

**[NOTE: TO THE EXTENT THAT THE AGREEMENT INVOLVES THE ACQUISITION OF AN AUTOMATED INFORMATION SYSTEM AS DEFINED BY SECTION 2157.001(1), TEXAS GOVERNMENT CODE, AND USED IN SECTION 2157.005, TEXAS GOVERNMENT CODE, THE FOLLOWING PARAGRAPH SHOULD BE INSERTED:]**

Contractor is not conceding that the technology provided under this Agreement to TAMU-CC constitutes an automated information system as defined by Section 2157.001(1), *Texas Government Code*, and used in Section 2157.005, *Texas Government Code*. If the technology constitutes an automated information system then, in accordance with Section 2157.005, *Texas Government Code*, the following language must be included in this Agreement:

"The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Contractor represents and warrants to TAMU-CC that

the technology provided to TAMU-CC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: (1) providing equivalent access for effective use by both visual and nonvisual means; (2) presenting information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this clause, the phrase "equivalent access" means substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance."

SAMPLE

**Section 5  
EXECUTION OF PROPOSAL**

**By signature hereon, the respondent certifies that:**

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Neither the proposer or 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 offer made to any competitor or any other person engaged in such line of business.

By signing this proposal, proposer certifies that if a Texas address is shown as the address of the proposer, proposer qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

Under Section 2155.004, Government Code, the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under TGC, Title 5, Subtitle D, Section 231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response. Respondents that have pre-registered this information on the TAMU-CC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, provide the names and Social Security Number with the Execution of Proposal.

Respondent is in compliance with TGC, Title 6, Subtitle A, Section 618.001, relating to contracting with an executive of a state agency. If Section 618.001 applies, respondent shall provide the following information as an attachment to this response. Name of former executive, name of state agency, date of separation from state agency, position with respondent, and date of employment with respondent.

Respondent 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.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the respondent and to bind the respondent under any contract resulting from this proposal.

**RESPONDENT (Company)** \_\_\_\_\_

**SIGNATURE (INK):** \_\_\_\_\_

**NAME (PRINTED)** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**STREET:** \_\_\_\_\_

**CITY/STATE/ZIP** \_\_\_\_\_

**TELEPHONE AND FAXSCMILE NO.:** \_\_\_\_\_

**TEXAS IDENTIFICATION NUMBER (TIN):** \_\_\_\_\_

In the case of a tie between two (2) or more respondents, the award will be made in accordance with preferences as outlined in Rule 1, TAC 113.8. If a tie still exists after review of preferences claimed by respondents, Texas A&M University-Corpus Christi will draw lots to break the tie.

Check below if preference claimed under Rule 1 T.A.C. 113.8

- 1. Supplies, materials, equipment, or services produced in TX/offered by TX bidders
- 2. Agricultural products produced or grown in TX
- 3. Agricultural products and services offered by Texas bidders
- 4. USA produced supplies, materials or equipment
- 5. Products of persons with mental or physical disabilities
- 6. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- 7. Energy efficient products
- 8. Rubberized asphalt paving material
- 9. Recycled motor oil and lubricants
- 10. Products produced at facilities located on formerly contaminated property
- 11. Products and services from economically depressed or blighted areas

**NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS SECTION WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.**

<p style="text-align: center;"><b>Section 6</b> <b>Pricing &amp; Delivery Schedule</b></p>
------------------------------------------------------------------------------------------------

**Proposal Pricing Summary.**

- A. TAMU-CC anticipates awarding a fixed price contract.
- B. TAMU-CC will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.
- C. The costs/prices included in the cost/price proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

## SECTION 7

### RESPONDENT'S QUESTIONNAIRE

The Respondent recognizes that in selecting a company/agent, Texas A&M University-Corpus Christi will rely, in part, on the answers provided in response to this Section 7. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. Texas A&M University-Corpus Christi reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

#### 7.1 Company Profile

- Number of Years in Business: \_\_\_\_\_  
 Type of Operation: Individual\_\_\_\_ Partnership\_\_\_\_ Corporation\_\_\_\_  
 Government\_\_\_\_\_
- Number of Employees: \_\_\_\_\_(company wide)  
 Number of Employees: \_\_\_\_\_(servicing location)
- Annual Sales Volume: \_\_\_\_\_(company wide)  
 Annual Sales Volume: \_\_\_\_\_(servicing location)
- State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by Texas A&M University-Corpus Christi.
- Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by Texas A&M University-Corpus Christi.
- Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with Texas A&M University-Corpus Christi.
- Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- Please list below any exceptions to the requirements of this Request for Proposal.

**Section 8**  
**REFERENCES**

List below other organizations (users of similar size and structure to Texas A&M University-Corpus Christi preferred) for which these or similar services have been provided:  
List must include a contact name and current phone number.

**Company Name** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**Company Name** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

## EXHIBIT A

# Historically Underutilized Business (HUB) Subcontracting Plan Information

In accordance with Texas Government Code (TGC) §2161.252 and Texas Administrative Code (TAC) Title 1, Part 5, Chapter 111, Subchapter B, Rule §111.14, each state agency (including institutions of higher education) as defined by TGC §2151.002 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.

If subcontracting opportunities are probable, each state agency's invitation for bids or other purchase solicitation documents for construction, professional services, other services, and commodities with an expected value of \$100,000 or more shall state that probability and require a HUB Subcontracting Plan (HSP).

In accordance with Texas Government Code, §2161.181 and §2161.182, each state agency shall make a good faith effort to increase the contract awards for the purchase of goods or services to HUBs based on rules adopted by the Commission to implement the disparity study described by TGC §2161.002(c).

The purpose of the HUB Program is to promote equal business opportunities for economically disadvantaged persons (as defined by TGC §2161) to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals per TAC §111.13 are: *11.9% for heavy construction other than building contracts; 26.1% for all building construction, including general contractors and operative builders contracts; 57.2% for all special trade construction contracts; 20% for professional services contracts; 33% for all other services contracts; and 12.6% for commodities contracts.*

**IF YOUR RESPONSE TO THIS SOLICITATION DOES NOT CONTAIN A HUB SUBCONTRACTING PLAN, YOUR RESPONSE SHALL BE REJECTED AS A MATERIAL FAILURE TO COMPLY WITH THE ADVERTISED SPECIFICATIONS.**

## **HUB Subcontracting Plan (HSP) MP3 Text**

Welcome to the Texas Building & Procurement Commission's audio file for instructions on how to accurately complete the HUB Subcontracting Plan. If you are responding to a solicitation in the amount of \$100,000.00 or greater, you are required to complete this form.

You should have the Hub Subcontracting Plan in front of you as we review the following directions for completing the form.

The Historically Underutilized Business Program activities are designed to promote full and equal business opportunities for all businesses in the State of Texas. Therefore, in accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, *including* State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

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

The percentages located in the second major paragraph at the top of page one of the HUB Subcontracting Plan are goals established by the Texas Building & Procurement Commission for each of the listed contract types. These goals are defined in Texas Administrative Code 111.13.

Following are directions as to how to properly complete the HUB Subcontracting Plan:

### **SECTION 1**

Everyone will complete Section 1.

Section 1a: Complete the fields for:

'Respondent/Company Name'

'State of Texas VID #' (this is your State of Texas taxpayer ID number)

'Point of Contact' at your firm during the solicitation

'Phone #' of the primary contact

Section 1b; check either 'Yes' or 'No' if your firm is a certified State of Texas HUB. Remember, even if you are a State of Texas Certified HUB, you must complete the HUB Subcontracting Plan as directed in the following sections.

Section 1c: complete by placing the solicitation number in this field.

### **SECTION 2**

Everyone will complete Section 2 and select either 'Yes' or 'No'.

Section 2: if you select 'No, I will not be subcontracting any portion of the contract and will be fulfilling the entire contract with my own resources':

Skip to Section 9 on the third page of the HSP, and state in narrative format your justification, ability, and affirmation to self perform all portions of this contract.

Complete Section 10 with your signature, printed name, title, and date. This form must be signed by an authorized representative of your company, and by your signature you affirm that if awarded, your company will comply with the requirements of the HSP and those requirements listed in Section 10.

Section 2: if you select ‘Yes, I will be subcontracting portion(s) of the contract’:

For every trade that you will subcontract, you must list those trades in the fields provided. For example, if, in a construction solicitation you would be subcontracting mechanical drawings, you would place the trade name ‘mechanical and cad drawings’ in Box #1 in Section 2. Complete the boxes provided in Section 2 for as many trades as you will subcontract. If you have more than twenty trades to subcontract, simply download the extension from the link provided at the bottom of Section 2 on this first page of the HSP.

You may now proceed to Section 3.

### **SECTION 3 - SECTION 8**

For every trade that you listed in Section 2, you must complete page 2 of the HSP Sections 3 – Section 8; this is where you will document your required ‘Good Faith Effort’ in developing and completing the HSP. As an example, if you listed four trades in Section 2, then you will perform a Good Faith Effort for all four trades, and submit four pages of the HSP containing Section 3 – Section 8.

At the top of page 2 complete the field for ‘Enter your company’s name here’ and ‘solicitation number’.

### **SECTION 3**

Section 3: continuing with our example from Section 2 Box #1, ‘mechanical and cad drawings’, place the line item number and trade description from Section 2 in the spaces provided in Section 3. Example ‘Line Item #1’, and ‘Description cad and mechanical drawings’.

### **SECTION 4**

If you, the prime contractor (and respondent to the RFP) are a mentor to the selected subcontractor for this particular trade, and this relationship is documented by an official State of Texas Mentor-Protégé Agreement, you have met the Good Faith Effort for this particular subcontracting opportunity under Texas Administrative Code 111.14, and may select ‘Yes’ and move on to Section 8 and Section 10. If your firm does not meet the Mentor-Protégé requirements listed above, select ‘No’, and move on to Section 5.

### **SECTION 5**

This section applies only to Professional Services contracts (as defined by Texas Gov’t Code 2254.002). Contracts that are defined as ‘Professional Services Contracts’ are those that require the services of a licensed professional such as:

- accounting;
- architecture;
- landscape architecture;
- land surveying;
- medicine;
- optometry;
- professional engineering;
- real estate appraising;
- professional nursing

Normally these services are solicited on an Request for Qualification (RFQ).

If this is not a Professional Services solicitation, then this section does not apply, you may check ‘No’ and proceed to Section 6.

If this is a Professional Services solicitation, and the total *HUB* subcontracting percentage is at least 20% or more of the contract, you have met the Good Faith Effort under Texas Administrative Code 111.14. Select ‘Yes’, and then move on to Section 8 and Section 10.

If this is a Professional Services solicitation, and the total HUB subcontracting percentage is *less* than 20%, you must go on to Section 6 and perform the Good Faith Effort requirements listed in Section 6.

Please note that the 20% requirement for Professional Services HUB Subcontracting is the total of all HUB Subcontracting requirements, not a ‘per subcontracting trade’ requirement.

## **SECTION 6**

There are three main components of the ‘Good Faith Effort’; you must satisfy all three of the listed components, 6a, 6b, and 6c, and provide supporting documentation:

6(a) you must solicit at least three certified HUB vendors, for each trade you plan to subcontract, that provide services or commodities in the applicable trade, from the CMBL & HUB directory located at the link provided

6(b) you must provide written notification of the subcontracting opportunities listed in Section 3 to a minority or women trade organization or development centers to assist in identifying potential HUB’s. To locate these organizations, follow the links provided in Section 6b.

6(c) you must allow five days for these HUB vendors to respond to your request for quote or bid for the services you are subcontracting. Send your notification to HUB and Minority/Women trade organizations at least five days prior to solicitation submission deadline.

Note that procurement letters, requests for quote or bid, fax logs, phone logs, and emails are proof of your compliance to the Good Faith Effort and should be submitted with your proposal or bid package.

## **SECTION 7**

In this section you will list the three HUB vendors you solicited for the applicable trade listed in Section 3. List the certified HUB vendor’s Company Name, VID number, and the date you contacted the HUB vendor for a quote or bid. Lastly, indicate in the boxes whether or not you received a response to your request for quote or bid from the HUB vendors.

Please note that this section is subject to verification by the soliciting Agency’s HUB Coordinator. You must document your notifications to HUB’s and Minority and Women trade organizations and submit with your proposal or bid package.

**SECTION 8**

In this section you will list your chosen subcontractor for the applicable trade. If the vendor you have chosen is not a certified HUB vendor, you must provide, in the space provided at the bottom of Section 8, a brief explanation as to why you did not choose one of your solicited certified HUB vendors (i.e. Best Value, Best Qualified, Lowest Price)

**SECTION 9**

This section applies only if you have chosen 'No, I will not be subcontracting any portion of the contract' in Section 2.

State in narrative format your justification, ability, and affirmation to self perform any and all portions of this contract.

**SECTION 10**

Complete Section 10 with your signature, printed name, title, and date.

The Hub Subcontracting Plan must be signed by an authorized representative of your company, and by your signature you affirm that if awarded, your company will comply with the requirements of the HSP and the requirements listed in Section 10.

**SUMMARY**

In summary:

If you **ARE NOT** subcontracting any portion of this contract, complete Section 1, Section 2 select 'No', Section 9 and Section 10.

If you **ARE** subcontracting any portion of this contract, complete Section 1, Section 2 select 'Yes', complete Section 2 by providing the names of the trades you will be subcontracting, complete Section 3, Section 4 (if applicable), Section 5 (if applicable), Section 6, Section 7, Section 8, and Section 10.

You may contact the HUB Coordinator at the Agency that posted the solicitation for assistance in completing this form. You may also contact the Statewide HUB Program Manager at 512-475-2414 and/or the TBPC Assistant HUB Coordinator at 512-463-1785 if you need assistance in completing the form.



# HUB SUBCONTRACTING PLAN (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

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

1. Texas A&M University-Corpus Christi reserves the right to ask for proof of "Good Faith Effort" when there is subcontracting opportunities. (Section 6 –A, B, &C)

### SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Solicitation #: \_\_\_\_\_

### SECTION 2 - SUBCONTRACTING INTENTIONS

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

- Yes, I will be subcontracting portion(s) of the contract.  
 (If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.  
 (If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
( #1) -	(#11) -
( #2) -	(#12) -
( #3) -	(#13) -
( #4) -	(#14) -
( #5) -	(#15) -
( #6) -	(#16) -
( #7) -	(#17) -
( #8) -	(#18) -
( #9) -	(#19) -
(#10) -	(#20) -

\*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub->

[forms/HUBSubcontractingPlanContinuationPage1.doc](#)

Enter your company's name here: \_\_\_\_\_ Solicitation #: \_\_\_\_\_

**IMPORTANT:** You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

**SECTION 3 - SUBCONTRACTING OPPORTUNITY**

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.  
 Line Item # \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION 4 - MENTOR-PROTÉGÉ PROGRAM**

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

**SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY**

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

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

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

**SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

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

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

**SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY**

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

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

**SECTION 8 - SUBCONTRACTOR SELECTION**

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

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

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

Enter your company's name here: \_\_\_\_\_ Solicitation #: \_\_\_\_\_

**SECTION 9 - SELF PERFORMANCE JUSTIFICATION**

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

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

- **Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- **No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

**SECTION 10 - AFFIRMATION**

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

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date





