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Request for Proposal

RFP# 1305

**Construction of ITV Distance Learning Classroom**

**Sealed Proposals will be received until  
November 8, 2012 at 3pm**

SEALED PROPOSALS CAN BE DELIVERED, MAILED, EMAILED TO:

Jessica Chavira  
TEXAS STATE TECHNICAL COLLEGE  
300 Homer K. Taylor Drive  
Sweetwater, TX 79556

Email: [TSTC.EBIDS@SWEETWATER.TSTC.EDU](mailto:TSTC.EBIDS@SWEETWATER.TSTC.EDU)

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

Note: Proposal must be time stamped at Texas State Technical College before the hour and date specified for receipt of proposal.

**SECTION 1**  
**GENERAL INFORMATION**

**1.1 Purpose of the Request for Proposals –**

Texas State Technical College is requesting proposals for the construction of a 913 square foot ITV classroom in the existing main TSTC Abilene Campus Building.

**1.2 Information about Texas State Technical College System --** TSTC is a state-supported, technical college system that services students throughout the state of Texas. The college system includes four colleges: TSTC Harlingen, TSTC Marshall, TSTC Waco, and TSTC West Texas, which has campuses in Abilene, Breckenridge, Brownwood, and Sweetwater. TSTC is tax exempt as a governmental subdivision of the State of Texas under Section 501C (3) of the Internal Revenue Code.

**1.3 Historically Underutilized Business (HUB) Firms --** TSTC endeavors to promote full and equal opportunity for businesses to supply TSTC with goods and/or Services that are necessary to support TSTC's educational mission. In this regard, TSTC commits to select Proposers in accordance with (i) needs, (ii) resources, (iii) HUB goals and guidelines established by the Texas Legislature and the Texas Building and Procurement Commission, and (iv) policies and procedures for contracting with Historically Underutilized Businesses.

**1.4 Ethics Conduct –** Any direct, or indirect, actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive bidders, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in TSTC orders and contracts.

**1.5 Contract Award --** A response to this solicitation is an offer to contract with Texas State Technical College based on the terms and conditions contained therein. IFB's/ RFP's do not become contracts and are not binding until a written contract, or Letter of Agreement are signed by authorized College administrator and authorized personnel of the awarded vendor and a purchase order is issued pursuant to this agreement.

## **SECTION 2** **RFP REQUIREMENTS**

**2.1 Requirements for Submission** -- The Proposal shall be entitled "Proposal Submitted for 1233 and shall clearly state the Proposal Opening Date and Time identified.

- a. **By Electronic Submission: - Please read all instructions carefully:**  
Use the following e-mail address to submit your response electronically:  
TSTCEBIDS@SWEETWATER.TSTC.EDU

The e-mail subject line should contain the RFP number and title as indicated on the cover page. You are solely responsible for ensuring that your complete electronic bid is sent to, and actually received by, TSTC in a timely manner and at the proper destination server.

TSTC recommends a limit on the attachments to 10MB each. This may result in the sending of multiple e-mails to TSTCEBIDS@SWEETWATER.TSTC.EDU for the submission of all documentation contained in a response.

ALL DOCUMENTS SHOULD BE SUBMITTED IN MICROSOFT OFFICE FORMATS (WORD AND EXCEL) OR IN A FORM THAT MAY BE READ BY MICROSOFT OFFICE SOFTWARE OR MAY BE SUBMITTED AS AN ADOBE PORTABLE DOCUMENT FORMAT (PDF) FILE. ANY DOCUMENTS WITH SIGNATURES SHALL BE SUBMITTED AS AN ADOBE PORTABLE DOCUMENT FORMAT (PDF) FILE. TSTC IS NOT RESPONSIBLE FOR DOCUMENTS THAT CANNOT BE READ OR CONVERTED. UNREADABLE RESPONSES MAY BE, IN TSTC'S DISCRETION, REJECTED AS NONRESPONSIVE.

Note: Please be aware that your Internet Service Provider may limit file sizes on your outgoing emails.

**TSTC takes no responsibility for electronic bids that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any TSTC anti-virus or other security software.**

**To confirm receipt of all electronic submissions, contact Jessica Chavira at 325-235-7342 or [jessica.chavira@sweetwater.tstc.edu](mailto:jessica.chavira@sweetwater.tstc.edu).**

- b. **By Hard Copy Submission:**

The Respondent must submit one (1) original signed Proposal.

The Proposal and accompanying documentation are the property of TSTC and will not be returned. TSTC will no longer provide "delivery or hand stamp" receipt of bids/proposals or proof of delivery of bid/proposals which are delivered by hand or courier. No proof of delivery shall be necessary.

The Proposal may be sent to TSTC at the following addresses:

BY U.S. Mail/Overnight/Express Mail

TSTC  
Attn: Procurement Services  
RFP# 1305  
300 Homer K. Taylor Drive  
Sweetwater, Texas 79556

By Hand Delivery

TSTC  
RFP# 1305  
Sears Building  
Procurement Services  
300 Homer K. Taylor Drive  
Sweetwater, TX 79556

- 2.2 Deadline for Proposals -- Proposals must be received in the TSTC Procurement Services Office, at the address specified in Section 2.1 of this RFP, no later than November 8, 2012 at 3pm.**

**ANY PROPOSAL RECEIVED AFTER EXPIRATION OF THE DEADLINE WILL BE IMMEDIATELY DISQUALIFIED FROM CONSIDERATION, AND WILL BE RETURNED UNOPENED TO THE PROPOSER.**

- 2.3 Compliance with RFP Requirements --** By submission of a Proposal, a Proposer agrees to be bound by the requirements set forth in this RFP. TSTC, at its sole discretion, may disqualify a Proposal from consideration, if TSTC determines a Proposal is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFP.
- 2.4 Signature, Certification of Proposer --** The Proposal must be signed and dated by a representative of the Proposer who is authorized to bind the Proposer to the terms and conditions contained in this RFP and to compliance with the information submitted in the Proposal. Each Proposer submitting a Proposal certifies to both (a) the completeness, veracity, and accuracy of the information provided in the Proposal and (b) the authority of the individual whose signature appears on the Proposal to bind the Proposer to the terms and conditions set forth in this RFP. Proposals submitted without the required signature shall be disqualified.
- 2.5 Risk of Loss, Damage, Delay --** Proposer acknowledges and agrees to release and hold harmless the TSTC System, its campus components, Board of Regents, officers, employees, agents, and personnel, from and against any and all claims, liability, damages, and costs, including court costs and attorneys' fees, arising out of or pursuant to delivery of the Proposal or failure to deliver the Proposal to the Purchasing Office at TSTC, as designated in Sections 2.3 and 2.4 of this RFP.
- 2.6 Ownership of Proposals --** All Proposals become the physical property of TSTC upon receipt.
- 2.7 Use, Disclosure of Information --** Proposer acknowledges that TSTC is an agency of the State of Texas, and is therefore required to comply with the Texas Public Information Act. Tex. Gov't Code Ch. 552. If a Proposal includes proprietary data, trade secrets, or information the Proposer wishes to except from public disclosure, then the Proposer must specifically label such data, secrets, or information as follows: "**PRIVILEGED AND CONFIDENTIAL -- PROPRIETARY INFORMATION.**" To the extent permitted by law, information labeled by the Proposer as proprietary will be used by TSTC only for purposes related to or arising out of the (a) evaluation of Proposals, (b) selection of a Proposer pursuant to the RFP process, and (c) negotiation and execution of a Contract, if any, with the Proposer selected.

- 2.8 Costs of Participation** -- TSTC specifically disclaim responsibility, and/or liability, for all costs, expenses, or claims related to or arising out of the Proposers participation in this RFP process, including but not limited to costs incurred as a result of preparing, copying, shipping, presenting, and/or clarifying the Proposal and the information relevant to the Proposal.
- 2.9 Compliance with Applicable Laws, Regulations, Ordinances, Board of Regents Policies, University Policies and Procedures**. By submitting a Proposal, the Proposer agrees to and shall comply with all applicable local, state and federal laws and regulations, as well as with all applicable policies and procedures of the Texas State Technical College System. System policies and procedures may be accessed at the following Internet address: <http://www.tstc.edu>
- 2.10 Right to Modify, Rescind, or Revoke RFP** -- TSTC reserves the rights to modify, rescind, or revoke this RFP, in whole or in part, at any time prior to the date on which the authorized representative of TSTC executes a Contract with the Selected Proposer.
- 2.11 TSTC's Right to Reject** -- This RFP does not commit TSTC to select a Proposer or to award a Contract to any Proposer. TSTC reserves the right to accept or reject, in whole or in part, any Proposal it receives pursuant to this RFP.
- 2.12 Binding Effect of Proposal** -- Unless otherwise agreed in writing, signed by an authorized agent of TSTC, each Proposer agrees to and shall be bound by the information and documentation provided with the Proposal, including prices quoted for Services.

**SECTION 3**  
**RFP PROCEDURES**

- 3.1 Rescission of Proposal** -- A Proposal can be withdrawn from consideration at any time prior to expiration of the Deadline for Proposals pursuant to a written request sent to the Director of Purchasing.
- 3.2 Request for Electronic Copy** -- A Proposer may request an electronic copy of the RFP from the Director of Purchasing. Electronic copies will be forwarded through email addresses only.
- 3.3 Request for Clarification** -- TSTC reserves the right to request clarification of any information contained in a Proposal.
- 3.4 Request for Clarification by Proposer** – For all questions and clarifications of the proposals contact the following

Procurement Questions  
Jessica Chavira

By Phone  
325-235-7342

By Email:  
[jessica.chavira@tstc.edu](mailto:jessica.chavira@tstc.edu)

Technical Questions:  
Ray Fried

By Phone  
325-235-7302

By Email:  
[Ray.fried@sweetwater.tstc.edu](mailto:Ray.fried@sweetwater.tstc.edu)

Questions must be received by October 31, 2012 at 3pm.

- 3.5 Evaluation of Proposals**  
Proposals will be evaluated on the following criteria:

Qualifications & References	10
Ability to complete & construct project	25
Ability to Meet Schedule	30
Project Price	35

All proposals must be complete to be considered responsive. TSTC's evaluation process will select the vendor based upon the best overall value presented in the submitted proposals. Factors considered will include, but not be limited to conformance to RFP requirements and the above listed criteria. A committee designated by TSTC will do the evaluation of the proposal responses. The entire evaluation and award process will adhere to the bid laws as stated within.

**A. Qualifications & References: 10 points**

Contractor's ability to demonstrate they are qualified to provide the scope of work defined, through completed relative projects.

1. Provide information on at least three (3) relative projects that can be visited by TSTC.

2. Include at least three (3) references for completed projects. Reference shall include current and accurate contact information. Can be the same as #1
3. List all projects completed for Texas State Technical College

**B. Ability to complete & construct project: 25 points**

Contractor must demonstrate the ability to perform the work and have the staff, workforce, materials, and equipment available to meet the schedule. Contractor must name the project manager and superintendent or foreman who will be assigned to the project.

**C. Ability to meet schedule: 30 points**

Owner will be constructing the project over the Christmas Break. The owner desires the contractor to start the work on December 3, 2012 and complete no later than December 23, 2012. Liquidated Damages: There will be a \$200/day LD assessed for every day past the schedule substantial completion.

**D. Project Price: 35 points**

Contractor's price to be a complete turnkey price per the drawings and the scope of work.

**Pre-bid Meeting: There will be a pre- bid meeting on site at 10:00 AM on Monday 10/22/2012. The address is 650 E. Highway 80, Abilene TX. 79601.**

**3.6 Proposal Opening**

Proposals will be opened after the deadline at Texas State Technical College, November 8, 2012 at 3pm CST. The proposal opening process is open to the public; names will only be read.

**3.7 Award of Contract**

TSTC intends to negotiate and award an agreement with the vendor submitting the proposal TSTC determines best meets TSTC's requirements and is considered to be the best value overall.

**3.8 Schedule of Events**

Event	Date
RFP Distribution to Vendors	10/18/2012
<b>Pre-Bid Meeting</b>	<b>10/22/2012 at 10 am TSTC Campus 650 E. Highway 80, Abilene, TX 79601</b>
Questions from Vendors	10/31/2012
Proposal Due Date	11/08/2012
Final Vendor Selection and Contract Negotiations	11/08/2012
Anticipated contract and notice to proceed	11/12/2012

**SECTION 4**  
**PROPOSAL CONTENTS**

**4.0 Scope of Work**

**Exhibit A – Scope of Work**

**Exhibit B – Proposal Form**

**Exhibit C – Drawings**

**Exhibit D – Contract**

**Exhibit E – HUB Subcontracting Plan**

# Exhibit A

## Scope of Work

Texas State Technical College is requesting proposals for the construction of a 913 square foot ITV classroom in the existing main TSTC Abilene Campus Building.

### General

1. All work will be performed in a workmanlike manner and meet code requirements.
2. The contractor will be responsible for permits as required.
3. Contractor is to provide additional drawings as required to obtain required permits from the City of Abilene
4. This is a turnkey project.

### Demolition

1. Remove the carpet in the area of the proposed classroom.
2. Demo 1 HVAC diffuser and 1 return air duct.
3. Demo any misc. items required to make a complete installation.
4. Spot demo ceiling grid at locations to allow for patrician wall construction.

### Drywall

1. Build room patrician walls and storage room walls 12" above the ceiling.
2. Walls to be fully insulated.
3. All walls to be tape bed and textured to match construction in the area.

### Doors and Hardware

1. Doors to be HM frames and door type to match doors in the area.
2. Hardware is to match existing hardware in the area with closures on two classroom doors.
3. Locks to match BEST 8 pin core.

### Ceiling

1. The existing ceiling grid is to be modified to accept 2' X 2' ceiling tiles in the new classroom only.
2. Re-use the existing ceiling insulation. Add insulation if needed to insure 100% coverage.
3. Ceiling tile in the new classroom to be Armstrong 556 Cirrus 2' X 2' X 7/8" angled or beveled tegular edge, or approved equal.
4. Grid to be reworked as required for new ceiling tile and light layout.

### Paint

1. Apply two coats of wall Val Spar premium paint to match existing quality. Color to be selected by owner from standard colors. Door finish to match existing doors in the area.

### Carpet

1. Demo existing carpet in the area of the proposed room and prep floor for new carpet.
2. Carpet is to be glue down carpet tile, "Interface", "Cubic" from standard color selection or approved equal.
3. Provide 10% shelf stock.
4. Provide covers at doorways to protect seam where it transitions to old floor covering.
5. Furnish and install base to match quality of existing base. Color is to be selected by the owner from standard colors.

## HVAC

1. Abandon HVAC diffuser and return air from HVAC unit 2 per the drawing. Add diffuser and ductwork to connect to HVAC unit 1.
2. Relocate thermostats on HVAC unit 1 and 2 per plan.

## Fire sprinkler system

1. Relocate sprinkler head per plan.
2. Relocate other sprinkler heads as required to meet code.

## Electrical

1. Lighting to be relocated to match new lighting layout drawing. Re-use fixtures.
2. Furnish and install 1" diameter conduit in walls for Flat screen TV's per the electrical drawing. The 1" conduit will extend from a deep 4plex box 7'0" above finish floor and extend and open above the ceiling in the void space. This will occur at 7 locations. The flat screen TV's will be furnished and installed by TSTC.
3. Wall switches and receptacles installed to meet code and per the electrical plan.
4. Demo abandoned electrical conduit and appurtenances as required.
5. MC Cable for new installation is acceptable as long as it meets required code.

**RFP# 1305 PROPOSAL FORM**

**Open: November 8, 2012 at 3pm Central time  
Proposal form must be signed.**

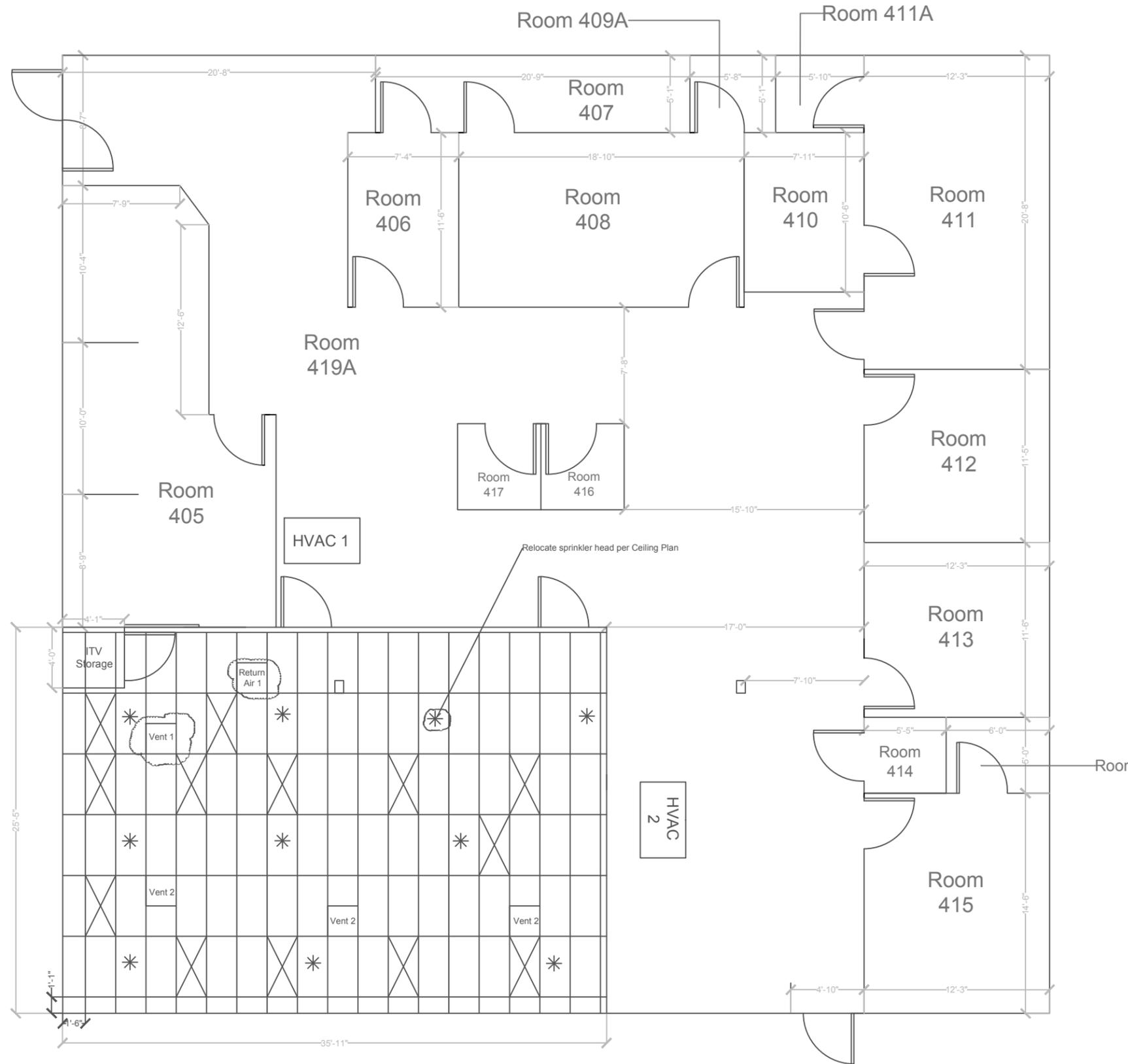
**Failure to sign with written signature will disqualify proposal.**

<b>VENDOR NAME</b>	
<b>FEDERAL ID#</b>	
<b>ADDRESS</b>	
<b>CITY/STATE/ZIP</b>	
<b>PHONE</b>	
<b>EMAIL ADDRESS</b>	
<ul style="list-style-type: none"> <li>• Price: Contractor price to construct ITV DL Lab per the plans and scope of work. \$ _____ Written Amount: _____</li> <li>• Schedule: Const. start date: _____ Completion Date: _____ (Circle One)</li> <li>• Three relative projects attached: Yes No</li> <li>• Three references for completed projects attached: Yes No</li> <li>• List of all projects completed for TSTC: Yes No</li> </ul>	

**The proposer acknowledges by his signature:**

- Proposer has received, read, and understands the proposal documents, and his proposal is made in accordance therewith.
- Proposer certifies to the completeness, veracity, and accuracy of the information provided in the proposal.
- Proposer is in agreement to:
  - Hold-open proposal for sixty (60) days from date of proposal opening
  - Be bound by the requirements set forth in this RFP
- These proposals are submitted with a declaration that no employee of the Owner has a financial or beneficial interest in this transaction.

<b>AUTHORIZED SIGNATURE</b>	
<b>DATE</b>	



NOTES:  
 1. Disconnect and abandon Vent 1 and Return Air 1 which are connected to HVAC 1  
 2. Move existing light fixtures per Ceiling Plan.

Length - 35'-11"  
 Width - 25'-5"  
 Square Footage - 913 S.F.  
 # of Seats - 40

TEXAS STATE  
 TECHNICAL  
 COLLEGE

4ABC  
 ROOM 400

DRAWN BY:  
 MONICA  
 WAGNER

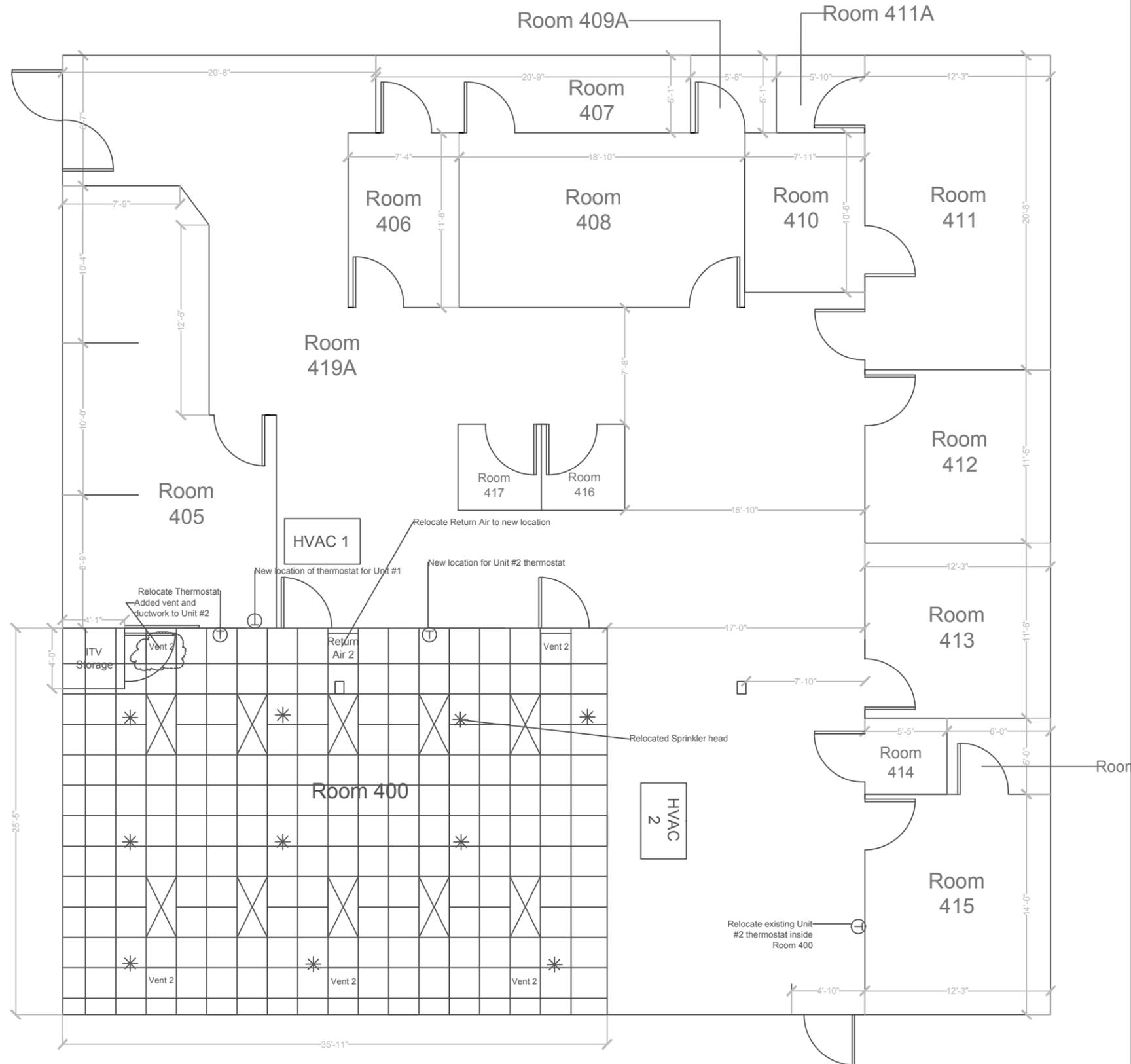
DATE:  
 10/04/2012

SHEET NO:  
 D-1  
 Ceiling Demo  
 Plan

Notes:

1. Relocate existing thermostat controlling HVAC Unit 1 from the West wall of Room 400 into Room 405.
2. Relocate existing thermostat controlling HVAC Unit 2 from outside Room 415 into Room 400.
3. Relocate lights as per the Ceiling Plan.
4. Relocate Vents and Return Air Grill as per the Ceiling Plan.
5. Relocate 1 sprinkler Head as per the Ceiling Plan.
6. Relocate any additional sprinkler heads as necessary.
7. Install additional ceiling grid for a 2x2 ceiling.
8. Add ductwork and Vent 2 as per plan.

Length - 35'-11"  
 Width - 25'-5"  
 Square Footage - 913 S.F.  
 # of Seats - 40



TEXAS STATE  
 TECHNICAL  
 COLLEGE

4ABC  
 ROOM 400

DRAWN BY:  
 MONICA  
 WAGNER

DATE:  
 10/04/2012

SHEET NO:  
 A-1  
 CEILING PLAN

TEXAS STATE  
TECHNICAL  
COLLEGE

4ABC  
ROOM 400

DRAWN BY:

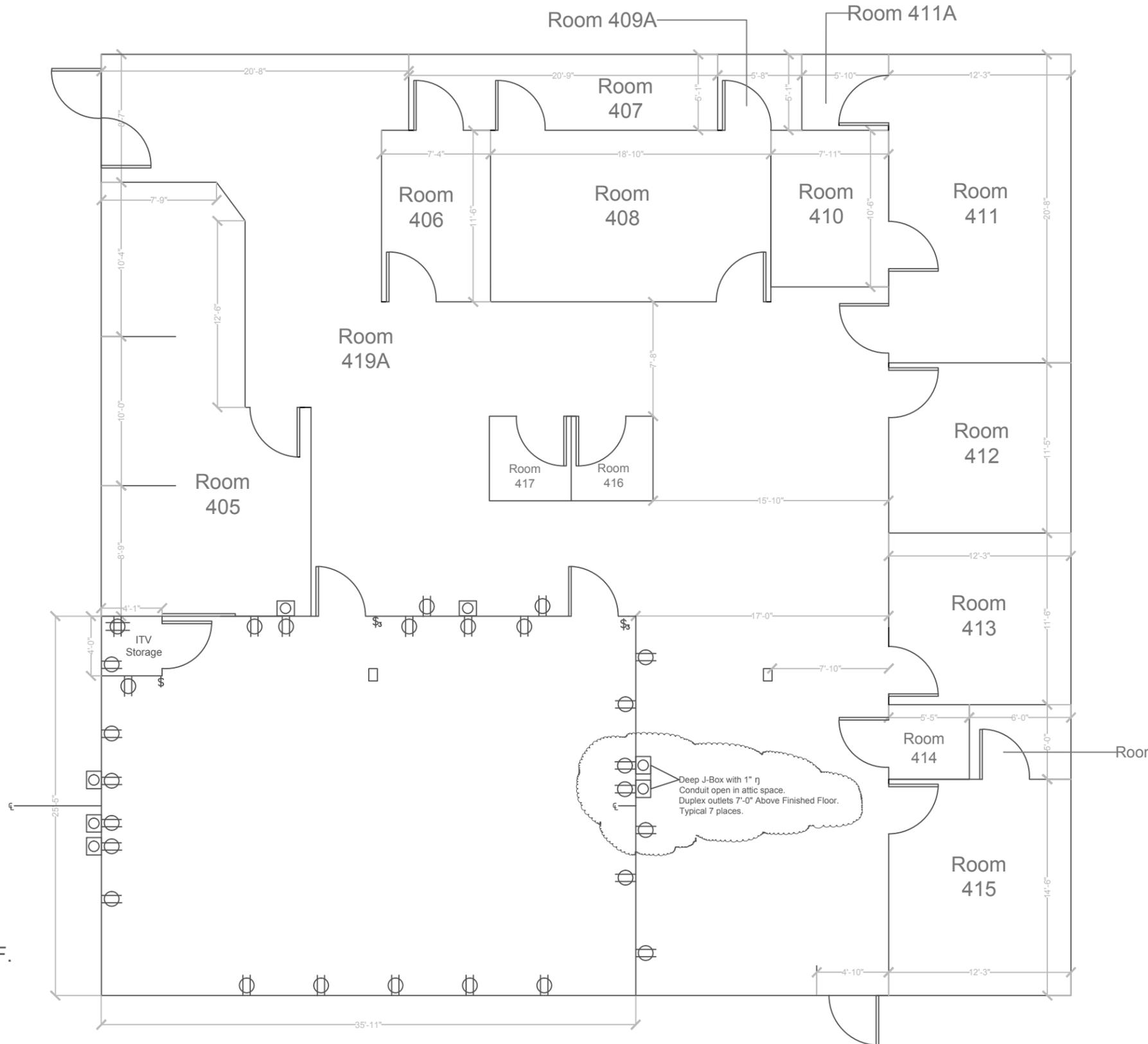
MONICA  
WAGNER

DATE:

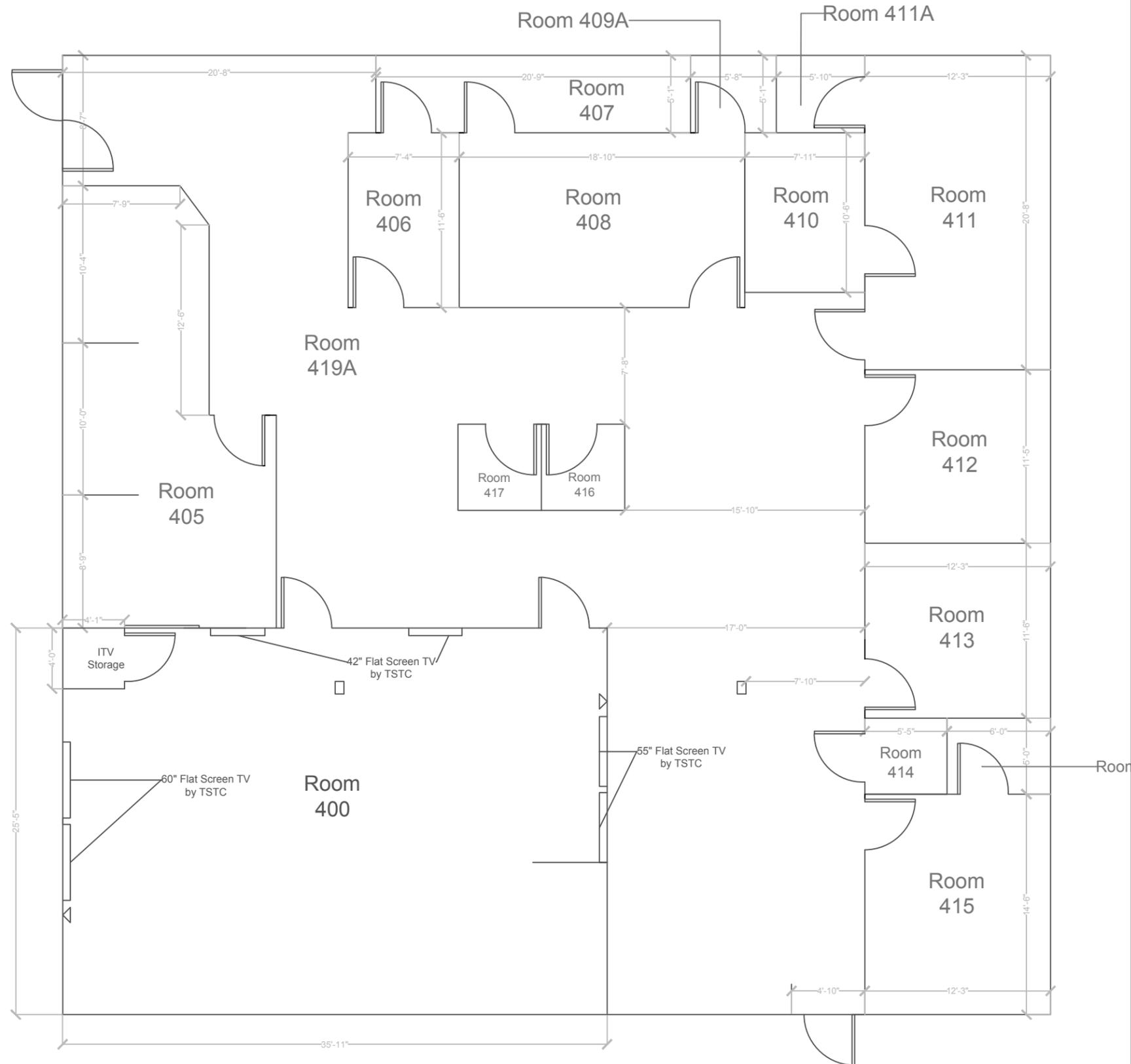
10/04/2012

SHEET NO:

E-1  
Electrical Plan



Length - 35'-11"  
Width - 25'-5"  
Square Footage - 913 S.F.  
# of Seats - 40



Length - 35'-11"  
 Width - 25'-5"  
 Square Footage - 913 S.F.  
 # of Seats - 40

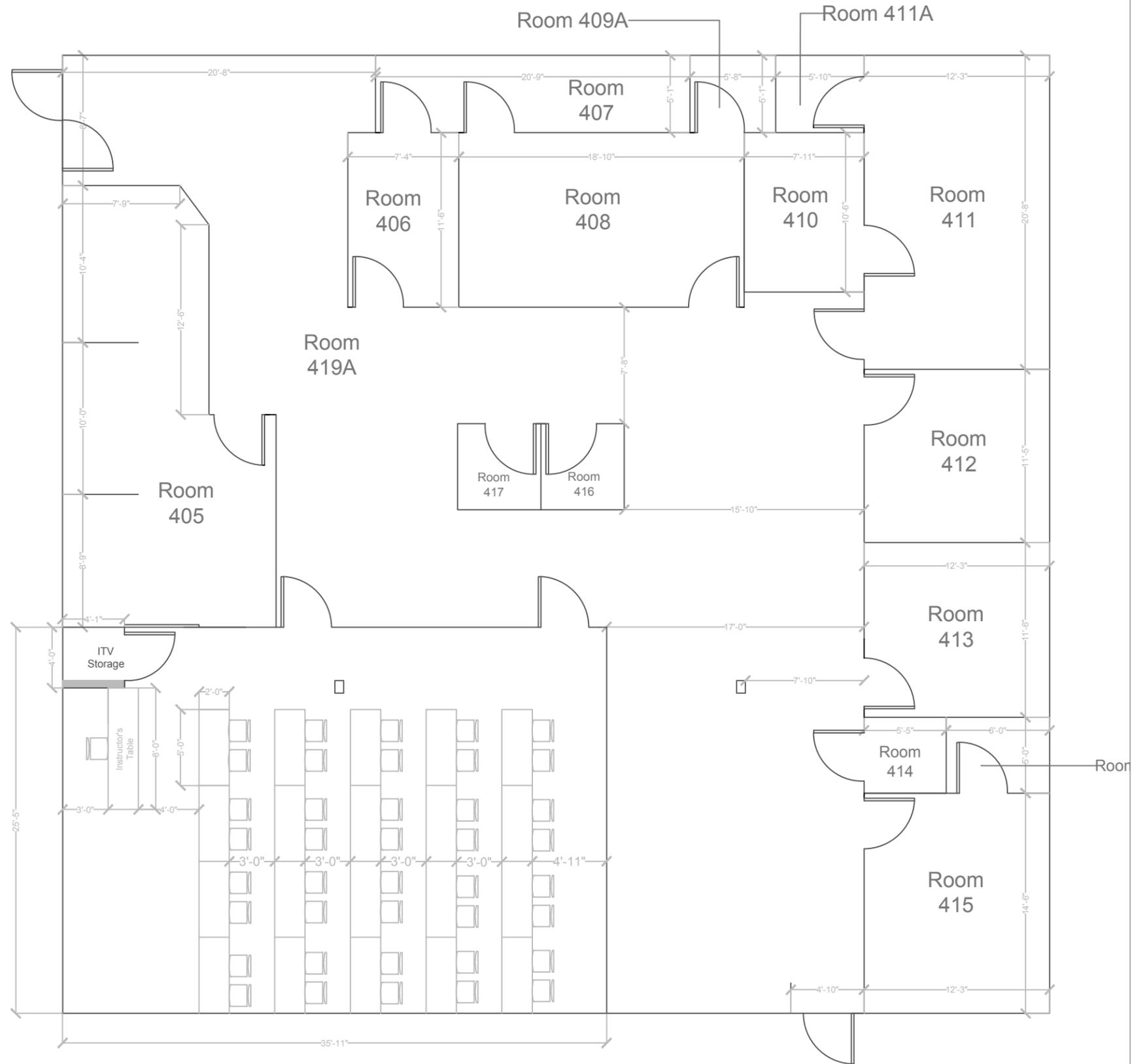
TEXAS STATE  
 TECHNICAL  
 COLLEGE

4ABC  
 ROOM 400

DRAWN BY:  
 MONICA  
 WAGNER

DATE:  
 10/04/2012

SHEET NO:  
 F-2  
 Equipment  
 Layout



Length - 35'-11"  
 Width - 25'-5"  
 Square Footage - 913 S.F.  
 # of Seats - 40

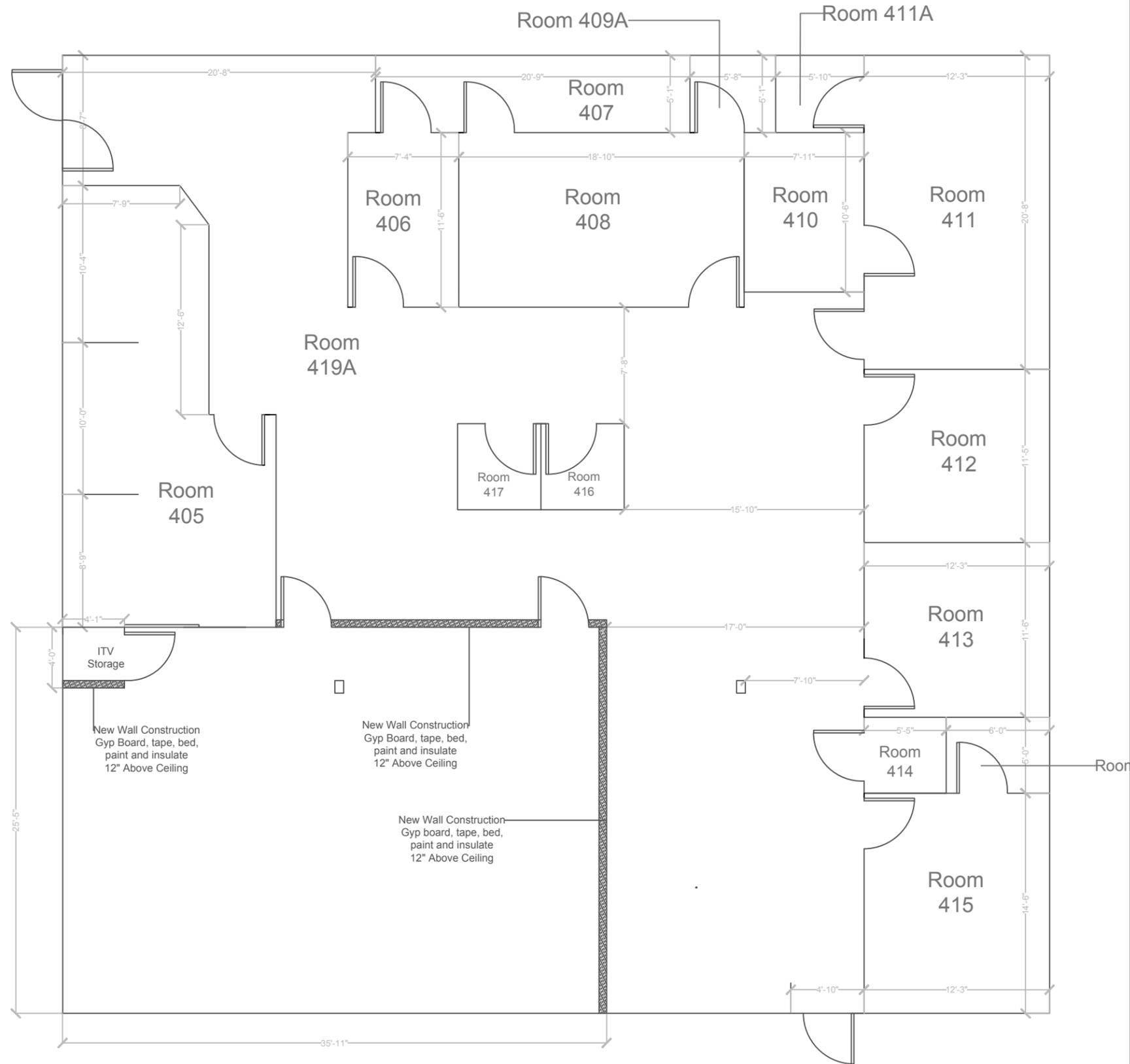
TEXAS STATE  
 TECHNICAL  
 COLLEGE

4ABC  
 ROOM 400

DRAWN BY:  
 MONICA  
 WAGNER

DATE:  
 10/04/2012

SHEET NO:  
 F-1  
 Furniture Plan



Length - 35'-11"  
 Width - 25'-5"  
 Square Footage - 913 S.F.  
 # of Seats - 40

TEXAS STATE  
 TECHNICAL  
 COLLEGE

4ABC  
 ROOM 400

DRAWN BY:  
 MONICA  
 WAGNER

DATE:  
 10/04/2012

SHEET NO:  
 A-2  
 Wall Construction  
 Plan

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

CONTRACT NO. \_\_\_\_\_

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the Contractor, and Texas State Technical College (insert campus), an institution of higher education and an agency of the State of Texas, hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK: The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project entitled \_\_\_\_\_ (Project No. \_\_\_\_\_). These drawings and specifications were prepared for the Texas State Technical College System by \_\_\_\_\_, acting as and in these Contract Documents entitled the Project Architect. The Contractor shall do everything required by this Agreement, the Uniform General and Supplemental Conditions of Texas State Technical College, the Special Conditions, the Addenda, the Specifications, the Drawings, the Historically Underutilized Business (HUB) Subcontracting Plan, and the Proposal attached as **Exhibit 1** (including any unit prices stated therein).

The Specifications and Drawings are enumerated as follows:

SPECIFICATIONS: See attached as **Exhibit 2**.

DRAWINGS: See attached as **Exhibit 2**.

ADDENDA: See attached as **Exhibit 2**.

ALTERNATES: The following Alternate Proposals, fully described in the Specifications, are included as a part of this Contract: \_\_\_\_\_  
\_\_\_\_\_

ARTICLE 2. TIME OF COMPLETION: The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be stated; such commencement date shall be 10 or more days after the date of the notice. The Contractor shall achieve substantial completion of the work within \_\_\_\_\_ (\_\_\_\_) calendar days after such commencement date, as such completion date may be extended by approved Change Orders. The time set forth for completion of the work is an essential element of the Contract.

ARTICLE 3. THE CONTRACT SUM: The Owner shall pay the Contractor for performance of the Contract, subject to additions and deductions provided therein, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), and make payment on account as hereinafter provided.

ARTICLE 4. LIQUIDATED DAMAGES: For each consecutive calendar day after the substantial completion period set forth in Article 2 above that any work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of \_\_\_\_\_ (\$ \_\_\_\_\_) will be deducted from the money due or becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 5. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK:

The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

The Contractor shall insure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

All materials used on this Project shall be certified as non Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));

National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos);

Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

ARTICLE 6. ACCEPTANCE OF BID OR AWARD OF CONTRACT: By signing this Agreement, the undersigned certifies as follows:

Assignment. This Agreement is a personal service contract for the services of Construction, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, Service Provider certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Eligibility Certification. Pursuant to Section 2155.004, Texas Government Code, Service Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. The county where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

Waivers. No delay or omission by either party in exercising any right or power arising from non compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**Illegal Dumping.** The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

**Antitrust.** Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this contract.

**Conflict of Interest.** Contractor certifies that no member of the Board of Regents of Texas State Technical College, the Owner, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

(SEAL)

(Contractor)

ATTEST:

By: \_\_\_\_\_  
(original signature)  
\_\_\_\_\_  
(name and title typed)

By: \_\_\_\_\_  
(original signature)  
\_\_\_\_\_  
(name and title typed)

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

CONTENT APPROVED:  
Texas State Technical College (Campus)

BOARD OF REGENTS  
THE TEXAS STATE TECHNICAL COLLEGE  
SYSTEM  
(Owner)

By: \_\_\_\_\_  
(original signature)

By: \_\_\_\_\_  
(original signature)

Name:  
Title:

Name:  
Title:

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

FORM APPROVED:  
Texas State Technical College

By: \_\_\_\_\_  
Susan Shafer  
Associate General Counsel

## **EXHIBITS**

Exhibit 1: Contractor's Proposal

Exhibit 2: Specifications, Drawings and Addenda

Exhibit 3: (optional)



# HUB SUBCONTRACTING PLAN (HSP) QUICK CHECKLIST

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

- ❖ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - Section 2 c. – Yes
  - Section 4 – Affirmation
  - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
  
- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract\* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. – No
  - Section 2 d. – Yes
  - Section 4 – Affirmation
  - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
  
- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract\* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – Yes, I will be subcontracting portions of the contract
  - Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. – No
  - Section 2 d. – No
  - Section 4 – Affirmation
  - GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
  
- ❖ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
  - Section 1 – Respondent and Requisition Information
  - Section 2 a. – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - Section 3 – Self Performing Justification
  - Section 4 – Affirmation

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



# HUB SUBCONTRACTING PLAN (HSP)

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

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

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

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders contracts,**
- **32.7 percent for all special trade construction contracts,**
- **23.6 percent for professional services contracts,**
- **24.6 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

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

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

## 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 SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

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

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		<b>%</b>	<b>%</b>	<b>%</b>

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

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

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

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

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

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



**SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

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

**SECTION 4 AFFIRMATION**

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

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

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

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



# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____	Requisition #: _____
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**IMPORTANT:** If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

## SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

## SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

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

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Enter your company's name here: _____	Requisition #: _____
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## SECTION B-4 SUBCONTRACTOR SELECTION

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

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

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

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMI NDER:** 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.



# HUB Subcontracting Opportunity Notification Form

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

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

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

<b>Section A</b>	<b>PRIME CONTRACTOR'S INFORMATION</b>	
Company Name:	_____	State of Texas VID #: _____
Point-of-Contact:	_____	Phone #: _____
E-mail Address:	_____	Fax #: _____

<b>Section B</b>	<b>CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>	
Agency Name:	_____	
Point-of-Contact:	_____	Phone #: _____
Requisition #:	_____	Bid Open Date: _____ <small>(mm/dd/yyyy)</small>

<b>Section C</b>	<b>SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>	
1. <b>Potential Subcontractor's Bid Response Due Date:</b>	<p>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 <input type="text" value="Select"/> Central Time on: _____  <div style="text-align: right;">Date (mm/dd/yyyy)</div></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><small>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</small></p> <p><small>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</small></p> </div>	
2. <b>Subcontracting Opportunity Scope of Work:</b>		
3. <b>Required Qualifications:</b> <input type="checkbox"/> - Not Applicable		
4. <b>Bonding/Insurance Requirements:</b> <input type="checkbox"/> - Not Applicable		
5. <b>Location to review plans/specifications:</b> <input type="checkbox"/> - Not Applicable		