



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

REQUEST FOR PROPOSAL

RFP Number:
RFP2-0003

Dining Services

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. Central Time on 04/29/2022

MAIL PROPOSAL TO:

Texas A&M University-Corpus Christi
Procurement & Disbursements 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: April 1, 2022

REFER INQUIRIES TO:

William Felsberg
Texas A&M University-Corpus Christi
Procurement & Disbursements Department
361-825-3434
Email: William.felsberg@tamucc.edu

Table of Contents

SECTION 1.	General	3
SECTION 2.	Statement of Work/Qualifications	5
SECTION 3.	Proposal Information	14
SECTION 4.	General Terms and Conditions	19
SECTION 5.	Execution of Proposal	30
SECTION 6.	Pricing and Delivery Schedule	31
SECTION 7.	Respondent's Questionnaire	32
SECTION 8.	References	33
SECTION 9.	HUB Subcontracting Plan Sample	34

SECTION I

GENERAL

1.1 SCOPE. The Texas A&M University-Corpus Christi (TAMU-CC) is soliciting proposals to operate and manage the University's food services, including full-service food, alcoholic beverage non-alcoholic beverage services, retail, commuter plans, board plans and catering in accordance with the specifications contained in this Request for Proposal ("RFP"). The University is seeking a Contractor with an established record of providing a variety of high-quality, innovative, and cost-effective food services in the higher education market, particularly in large universities. The objective of this RFP is to solicit a proposal that is in keeping with the University's status.

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. *(It is recommended that you provide some sort of past performance and or reporting data to assist vendors in their Proposals)*

1.2 CONTRACT TERM. The services requested shall be provided for a period of five years, beginning on or before July 1, 2022, with the right to renew another five (5) years upon University approval, upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the initial term.

1.3 COMPENSATION.

Respondents should have the financial base to provide substantial investment/commission funding to support the University's campus dining services. The financial package should be some combination of company investment and commission to the University that will provide the high-quality campus dining service desired by the University. Respondents submitting a response should be prepared to offer a substantial financial package commensurate with the value and growth potential of likely contract revenues.

Specifically, the University is interested in contracting with a food service company that has the financial strength to provide:

- (1) An attractive commission schedule with guaranteed minimum annual payment.
- (2) A financial commitment of capital outlay dollars for (a) renovation and expansion of current food service facilities; (b) construction of board plan facility; (c) future improvements to existing food service locations; and/or (d) establishment and construction of additional food service locations, and other uses deemed appropriate by the University
- (3) An annual contingency fund designated for the repair, replacement and upgrade of University owned food service equipment;
- (4) An annual amount for granting exclusive access to campus wide dining and catering services
- (5) An utility cost sharing proposal encompassing all areas designated as food service space by the University. An effective sustainability program should be evident and considered an integral part of the Contractors utility cost sharing proposal

(6) A share of any payments/credits, etc. received in the form of rebates and or returns resulting from food service operations at TAMUCC

(7) In addition, the University is interested in contracting with a food service company that has the ability to provide for payment of unamortized investment amounts that will be due to the current contractor. The unamortized investment amount as of March, 2022, will be approximately \$1,545,155.90

(8) *Customer Service.* Customer satisfaction is an important goal for any university food service operation. The University is seeking a Contractor that will implement and maintain an effective, high quality, customer satisfaction policy in providing campus food service operations.

(9) *Marketing Efforts.* The University is seeking a Contractor that will implement and maintain an effective, high-quality marketing and promotional strategy that assists in ensuring a successful food service operation.

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 Important Notice – HUB Subcontracting Plan (HSP) IS Required: Pursuant to Texas Administrative Code (TAC), Sections 111.13 and 111.14, TAMU-CC has determined that subcontracting opportunities ARE PROBABLE for this RFP. Accordingly, a completed HUB Subcontracting Plan (HSP) IS REQUIRED to be included with any proposal submitted in response to this RFP. If you have any questions regarding these requirements, contact Ruben Gonzalez, HUB Coordinator at (361) 825-5822. A downloadable version of the HSP is available at <https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/hub-program/assets/documents/hub-subcontracting-plan-hsp-fy22-template.pdf>. A template is available at the end of this document.

SECTION 2

STATEMENT OF WORK

2.1 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:

Dining Services Priorities. The Campus Dining Services vision at TAMU-CC is to provide quality, price-sensitive food service that meets the needs of its students, faculty, staff, and visitors. Toward that end, campus dining will:

- Provide innovative offerings for students, faculty, staff, and campus guests
- Provide friendly, responsive, efficient, customer-oriented service to all patrons while recognizing the student as the primary customer.
- Support the dining needs of residential and commuter students in an appealing and well-maintained environment.
- Foster nutrition education and healthful dining habits.
- Provide a flexible catering program that meets the campus's need for upscale as well as casual events.
- Encourage interaction with students to stay critically aware of changing student needs.
- Promote sustainable products and programs.
- Identify and develop additional dining venues and concepts.
- Establish an effective, high-quality marketing and promotional strategy that assists in ensuring a successful and net positive revenue food service operation

TAMU-CC seeks a comprehensive and integrated dining services program that will increase customer satisfaction by providing quality products that recognize the price/value relationship and the time constraints of an academic environment and competitiveness within the Corpus Christi community. It is difficult, if not impossible, to anticipate all events and activities which materially affect the ability to achieve the Campus Dining Services Vision; therefore, contractors are urged to anticipate the inevitability of change and provide specific recommendations for capitalizing on newly discovered opportunities.

It is anticipated that the Dining Hall will be in operation seven days a week when classes are in session. In addition, consideration must be given to summer session students with a service designed to meet the actual demand.

The Cove (Chick-fil-A, Panda Express, Ace Sushi, Burger 361) was refreshed in August 2021. The Dining Hall needs updating to include capital kitchen equipment. It is also expected that the Contractor will include capital contribution(s) annually throughout the contract period as part of their bid. The Contractor will need to fund an investment amount of \$1,545,155.90. This contract will begin on July 2, 2022.

TAMU-CC dining services fall under the direction of the University Services department, reporting to the Vice President for Finance and Administration. The food service Contract Administrator is the TAMU-CC Director of University Services. All communications, reports, and management issues should be directed to and handled by the Contract

Administrator. It shall be the responsibility of the Contract Administrator, on behalf of TAMU-CC, to enforce the provisions of the food service contract. The Contract Administrator will attempt to resolve all matters with the Director of Food Service without involving other parties. The Contract Administrator plays an active role in the decision-making process regarding menus, pricing, meal hours, equipment procurement, and many other food service matters. The Contract Administrator shall assist and orient the 'Contractor's staff in adapting to the University's business procedures.

Exclusions. This RFP specifically excludes athletics concessions and vending sales. Vending machine sales are not intended and are not covered by this RFP or any agreement or contract resulting from this RFP. Separate agreements cover the University's vending machine sales. The Market (convenience store) located in the University Center is also excluded as our bookstore partner operates this market.

The University maintains exclusive contracts with beverage providers related to the dispensing, sale, advertising, and promotion of soft drinks and related beverages at the University. The University's current beverage contract is with Coca-Cola Enterprises, Inc., which expires in 2023. The Contractor will be required to comply with the requirements of the University's beverage contracts.

Exclusive Pouring Rights. The University has entered into an exclusive contract with a vendor related to the dispensing, sale, advertising, and promotion of soft drinks at the University. The vendor contract provides beverage vending and pouring rights for campus events. The Contractor will be required to work with the contracted beverage vending vendor, currently Coca-Cola Enterprises, Inc.

Resident Student and Housing Operations. On-campus housing, Miramar Housing, accommodates approximately 1,790 residents: As of Fall 2022, non-local freshmen are required to live at Miramar Housing. The resident halls of Miramar Housing consist of 1,054 beds in traditional-style resident halls with only a common area kitchen facility. Miramar Housing apartments consist of 736 beds with one-, two- and four-bedroom units, with fully equipped kitchens. There are no cafes or retail dining locations in the resident halls. The current food service contract includes a block meal plan with meal swipes and a declining balance ("DB") program, which is mandatory for students residing in Miramar Housing.

The off-campus housing, Momentum Village, is approximately two miles from campus. It contains two- and four-bedroom apartments for a total of 1,042 beds. These apartments have fully equipped kitchens.

Current Board and Meal Plan. Below are the meal plans for FY2021-022.

Meal Plan Option	Miramar required	Price	Blocks	Declining Dollar
Islander 200	Student living in resident halls	\$1,884.00	200	\$100
Beach 160	Students living in apartments at Miramar	\$1,743.00	160	\$200
Wave 50	Commuter Plan-Voluntary Plan	\$500.00	50	\$100

Meal Plan dollars can be spent in any of the campus dining operations. Meal Plan dollars must be used during the academic year (fall and spring term). Any meal plan dollars remaining in a resident student's account at the close of the academic year are forfeited.

The University currently manages and maintains a University Card system (the "SandDollar Card"). The SandDollar Card serves as the official identification card of the University community. The SandDollar Card also serves as a stored-value debit system and can be utilized to purchase a wide variety of commodities and services both on and off the University's campus. The CBORD CS Gold System was recently upgraded to 7.00.24. We are currently planning to upgrade to version 8 in the next 12 months. The transaction system remains the primary technology utilized in completing meal plans and SandDollar Card transactions. The CBORD System seamlessly integrates with the Symphony Point of Sale cashiering system currently used by the University. These transactions include IP credit card processing at all locations.

Dining Hall and Retail Dining Facilities. The Dining Hall is the primary dining operation. The capacity of the dining hall is 375 to 450.

The Cove food court is in the University Center building. It encompasses a 12,500 square-foot food court/kitchen operation and seating for 400 in the UC commons. The University Center is also where event space is held. This area also houses the catering kitchen. Currently, Chick-fil-A, Panda Express, Ace Sushi, and Burger 361 are the offerings in the "Cove."

Chick-fil-A offers a full-service menu. It serves breakfast, lunch, and dinner.

Panda Express is also a full-service menu

Ace Sushi is open Monday- Friday for lunch and dinner.

Burger 361 is open Monday – Friday for lunch and dinner.

The Subway is in space adjacent to the main entrance of the Bell Library. It offers a full range of menus.

In the Faculty Center is the 1,600 square foot Starbucks. It is currently undergoing a total refresh and will be completed by August 15, 2022.

Hemisphere is located on the first floor of Island Hall in 400 square foot space. The area does not have a hood-vent system. 'Hemisphere's is a smoothie concept and offers grab-n-go options such as pastries and sandwiches. Hemispheres opened in Fall 2021.

Bottom Line Café is in the O-Connor Business Building and offers grab-n-go- options. It currently serves Driftwood Coffee from a local Corpus Christi roaster. Driftwood proudly produced an exceptional Island blend coffee as an option for Islander catering events.

The Café in the Center for Instruction building has been closed since the Pandemic. It consists of 600 square feet but does not have a working hood system for the kitchen. The Contractor may provide design and proposal options for this space. Any design and or proposal options rendered by the Contractor and accepted by TAMU-CC will be fully funded by the Contractor.

Operational Hours. The current operating hours for each venue are listed below.

Location	Square Footage	Days of Week	Days of Week Hours of Operation	Saturday Hours of Operation	Sunday Hours of Operation
Islander Dining Hall	18,700 square feet	Monday - Friday	7:00 am - 9:00 pm	10:00 am- 8:00 pm	10:00 am- 8:00 pm
Starbucks- Faculty Center	1,600 square feet	Monday - Friday	7:30 am - 9:00 pm Friday closes at 5:00 pm	11:00 am - 4:00 pm	12:00 pm - 5:00 pm
Subway- Bell Library	1,300 square feet	Monday - Friday	10:00 am - 7:00 pm closes at 5:00 pm on Friday	12:00 pm - 5:00 pm	12:00 pm - 5:00 pm
Bottom Line Café- O'Connor Building	544 square feet	Monday - Friday	8:00 am - 3 pm	Closed	Closed
Hemispheres- Island Hall	400 square feet	Monday - Friday	8:00 am - 5:00pm closed at 1:00 pm on Friday	Closed	Closed
Chick-Fil-A	The Cove	Monday - Friday	7:30 am - 8:30pm Closes at 5 on Friday	11:00 am – 5:00 pm	Closed
Panda Express	The Cove	Monday - Friday	10:30 am - 7:00 pm Closes at 3:00 pm on Friday	Closed	Closed
Ace Sushi	The Cove	Monday - Friday	10:30 am - 7:00 pm Closes at 3:00 pm on Friday	Closed	Closed
Burger 361	The Cove	Monday - Friday	10:30 am - 5:00 pm Closes at 3:00 pm on Friday	Closed	Closed
Wall Mall	Bay Hall	Closed due to Pandemic reopen in Fall 2022	Closed due to Pandemic reopen in Fall 2022	Closed due to Pandemic reopen in Fall 2022	Closed due to Pandemic reopen in Fall 2022
Café- Currently closed Center for Instruction Building	600 square feet No hood system for this café.	Closed due to Pandemic reopen in Fall 2022	Closed due to Pandemic reopen in Fall 2022	Closed due to Pandemic reopen in Fall 2022	Closed due to Pandemic reopen in Fall 2022

Contingency Fund for Equipment Maintenance & Repairs. The University desires that the Contractor pay the University an annual contingency fee for maintenance, repair, and replacement, including preventative maintenance, of equipment directly related to the Services (collectively, the "**Contingency Fund**"). The University desires that the Contractor's Contingency Fund represent a substantial portion of annual maintenance and repair costs. If the cost of such equipment maintenance, repair, or replacement exceeds the amount of the Contingency Fund during any contract year, the University anticipates that the University and Contractor will evenly split the cost for such additional repairs ("Shared Maintenance Cost"). The University would maintain records of all expenses associated with the Contingency Fund and Shared Maintenance Costs. The Shared Maintenance Costs will only be incurred with the prior written approval of the University.

The Contractor's payment of the Contingency Fund would not apply to, and would not limit,

Contractor's repair and replacement responsibilities related to University Owned Equipment damaged or lost by Contractor. Further, the Contractor's payment of the Contingency Fund would not limit the Contractor's responsibility to utilize all reasonable efforts to minimize the costs associated with repairing or replacing equipment.

The Contractor will split the utility cost for each dining service space with University Services Department. Below is the three-year record of utility costs.

Year	Utilities Cost
2018-2019	\$239,529
2019-2020	\$180,636
2020-2021	\$164,266

Board Meal Plans. Currently, meal plans are mandatory for residents living in Miramar Housing. Resident residing in Momentum meal plans are voluntary. The price charges for each menu item provided under the Board Plan shall be competitive pricing with similar size, geographical area and residential population institutions.

The Contractor should submit the suggested board plans and pricing for two academic years. In addition, the Contractor should include a complete four-week cycle menu in its proposal.

Currently, the University offers a mobile ordering and takeout program. Continuation of these services and with the addition of delivery service and/or self-service is value-added. The University desires a creative to-go program that would complement mandatory board plans. The Contractor should describe in detail the takeout program being proposed, including the menu, if different from the board menu, days, and hours of operation.

The University desires that the Contractor offer non-mandatory meal plans or dining card options to meet the needs of all other students and faculty/staff that will provide a discount for members that purchase such plans.

Board Meal Plans in Emergency or Displacement Situations. The University desires that the Contractor provide food to residential board plan holders at no additional cost, should they have to be housed off-campus by the University due to a disaster or displacement for unforeseen reasons. The Contractor should describe in detail its method to provide meals in emergency or displacement situations, including a list of foods proposed.

Adjustments to Menu Pricing Board Plans. Board plan menu rates may be subject to adjustment on August 15 of each contract year, provided that the Contractor submits written notice of its intent to increase board plan menu rates to the University not later than November of the current contract year. Any adjustment to the price of any board plan option menu rates is subject to the prior written approval of the University. Such approval will not be unreasonably withheld. All requests for adjustments will be supported by documentation, including but not limited to raw cost data for the specified board plan option menu item(s) reflecting the change in costs for such option.

Dining Services Revenue. Dining services revenues for the years 2018- 2019, 2019-2020, 2020-2021

Revenue Source	2018-19	2019-20	2020-21
Mandatory Meal Plan Program	\$5,256,583	\$4,745,767	\$5,162,685
Meal Plan Voluntary	\$252,582	\$222,530	\$148,472
Retail Sales	\$4,827,357	\$4,494,715	\$2,812,854
Catering	\$977,012.86	\$675,271.95	\$297,527.29

Catering. The University is looking for proposals that offer high-quality and innovative catering services that cover the spectrum from low-budget events to high-budget events, from small gatherings to large gatherings. The Contractor needs to provide competitive pricing that aligns with the university setting and the Corpus Christi community. The University relies on the Contractor's expertise and experience with catering at similarly sized institutions to propose a catering program appropriate for the University.

Current catering locations include all campus events. The Contractor shall provide catering services on an as-needed basis. All events on campus will be required to use the campus food services provider unless waived by the Contract Administrator. The catering program will serve a wide range of clientele, requiring different menus and dietary needs. Clientele includes the student community, clubs, athletic organizations, staff and faculty, University Advancement, the Alumni Association, University President's Office, summer conferences, and athletic groups. The off-campus events include wedding receptions, holiday parties, summer camps, professional conferences, and other special events.

Currently, the Contractor has exclusive rights to all catering on the campus.

Alcoholic Beverage Service. The Contractor will hold an alcohol license for a catering event permit for alcohol service at all campus locations (indoors and outdoors). The University provides alcoholic beverage service at the University locations designated and reported to the Texas A&M University System Board of Regents for approval under System Policy 34.03. The Contractor will be required to obtain and maintain the necessary licenses and permits related to selling and servicing alcoholic beverages by their staff. This is an area the University would like to see increased across appropriate venues and events. The University is committed to safe and responsible behavior related to alcoholic beverage service.

Special Subsidizes Events. Currently, the Contractor provides two annual catering funds. One is used at the discretion of the President towards campus scheduled events. The second fund is used to assist University groups with the cost of catered events. The Contract Administrator will be responsible for resource allocation.

General Catering Items. The Contractor will be required to honor future catering events of menus prices and other arrangements made by the University for catering service prior to the start of this contract.

The Contractor must accept meal plan dollars at specific catering events, especially outdoors.

The Contractor should have the capability to provide a web-based catering system. This software should include quick order entry for clientele as well as managing the catering business points such as proposals, invoicing, and satisfaction surveys. If possible, integration with the two University event software programs would be a plus (Ad Astra and EMS).

Exceptions to the catering exclusivity clause currently exist and is managed by the Contract Administrator. Most exemptions are because the Contractor cannot meet the food service needs- due to the event's timing or a specific food item is not accessible to the Contractor. Pricing is never the sole criteria for approving an exemption request. University departments and recognized student organizations do not have to submit a food exemption request when offering a pre-defined snack for the following reasons: as a giveaway, a fundraiser, or a snack to encourage participation in exclusive meetings

Catering Venues. Below are the catering venues and the capacity located in the University Center. All campus buildings are available for catering events. There are 12 meeting rooms and 2 ballrooms. Lone Star can be divided into a max of 3 individual rooms and Anchor can be divided into a maximum of 4 individual rooms. The rotunda and 2nd & 3rd floor seating capacities are the last 3 lines, far right.

University Center Room Sizes and Capacities*

Room Name	Square footage	Classroom	Lecture	Open Square	Rounds of 6	Rounds of 8	Ushape	Fixed
147 Anchor A	1,631	60	150	40	66	88	30	
147 Anchor B	1,659	60	150	40	66	88	30	
147 Anchor C	3,243	138	300	60	144	192	72	
147 Anchor D	3,371	138	300	60	144	192	72	
147 Anchor AB	3,290	138	300	60	132	176	72	
147 Anchor CD	6,614	288	600	80	288	384	88	
147 Anchor ABCD	9,904	426	900	150	420	560	100	
123 Jetty	1,102	54	70	33	48	64	27	
145 Legacy	1,982	66	100	36	60	80	26	40
142 Lone Star Ballroom A	1,861	80	150	36	72	96	28	
142 Lone Star Ballroom AB	4,048	162	300	80	126	168	88	
142 Lone Star Ballroom B	2,187	80	150	36	72	96	28	
142 Lone Star Ballroom BC	4,389	162	300	80	126	168	88	
142 Lone Star Ballroom C	2,202	80	150	36	72	96	28	
142 Lone Star Ballroom ABC	6,250	240	450	100	240	320	88	
221 Oso	2,193	60	100	40	66	88	30	
210 Cayo	433	27	30	18			16	
216 Copano	613	27	30	24	35	32	21	
320 Bayview	1,743	60	90	40	60	80	27	
323 Tarpon	464							8
324 Swordfish	797	40	40	24	24	32	20	
306 Dolphin	418	24	30	18	18	24	15	
307 Redfish	279							8
316 Island	926							20
317 Marlin	616	27	30	24	35	32	21	
Rotunda 1st Floor	6,906							223
Rotunda 2nd Floor								71
Rotunda 3rd Floor								71

*Capacities change depending on full event set-up. The addition of a stage, dance floor, catering tables, or other furniture or equipment will reduce capacity.

Outdoor Space Sizes and Capacities*

Outdoor Space Name	Square footage	Empty
Bay Hall Lawn	37,950	1,054
CI Courtyard	29,997	833
Curlew Plaza Logo	14,160	393
Curlew Plaza Grass	27,877	774
East Lawn Main	15,876	441
East Lawn Gym	12,622	350
East Lawn CI to Field house	7,792	216
Garcia Plaza	5,397	149
Lee Plaza	13,080	363
Sam's Place Palapa area	29,120	808
Sea Breeze Patio	3,895	108
Anchor Plaza	4,625	128

Capacities change depending on event set-up. The addition of tables, chairs, stage, catering tables, or other furniture or equipment will reduce capacity.

In summary, TAMU-CC has a vision and has designated dining locations on the campus.

This RFP process intends to identify the vendor who has the most creative, financially viable partnering proposal to help the campus grow into its stated dining vision. A single vendor may propose multiple scenarios, but each scenario must meet the minimum requirements stated herein and be accompanied by the financial terms and conditions required to enable it to succeed.

The Contractor will have a history of successful food programs and use their expertise to develop a dining service proposal that is creative, exciting, and appropriate for the campus community. Although the current dining program is described herein, it is not a guide or a blueprint for proposals. The University is expecting proposals that offer quality and affordability dining programs that attract the average TAMU-CC student.

The Contractor must bring a dining services program that contributes positively to the quality of life of the campus. Each Contractor shall provide standards of operation, management, and support services of the highest quality in the institutional foodservice industry. The Contractor should understand that, while it is an independent contractor, its method of doing business and its actions reflect on the University. For this reason, among others, the University takes an active interest in how the foodservice program operates.

2.2 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.

2.3 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.

The University desires that the Contractor forward a monthly Operating Statement depicting monthly and year to date sales and expense associated with the food service operations. A summary of sales and expenses by brand/location should also be provided monthly. All reports should be submitted electronically to the Contract Administrator or designee within 15 days of the close of each month.

Contractor should describe the types of reports or other written document that Contract will provide the University and the frequency of such reporting. Contractor should provide samples of each proposed report form with its response to the RFP.

The University desires that the Contractor forward a "Monthly Client Report" to the University within 15 days of close of each month. This report should include financial information, any changes in origination structure and personnel as well as other general information such as complaints, accolades, special achievements, special projects, etc. Contractor should submit a sample form of such report with its response.

Contractors should acknowledge where it agrees to the foregoing and/or whether Contractor can offer an alternative method. If the Contractor is offering an alternative method, Contractor should describe and substantiate such alternative.

SECTION 3

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	04/01/2022
Deadline for Submission of Questions	04/08/2022
Deadline for Submission of Proposals	04/29/2022
Opening	04/29/2022
Expected Award of Contract	05/15/2022
Expected Contract Start Date	07/01/2022

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 PROPOSAL REQUIREMENTS.

(a) Submissions: Respondents shall submit one (1) original of Section 5, Execution of Proposal, along with one (1) original and **8 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) **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.
- (3) **Section VI** – Compensation and Fees: 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.
- (4) **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.
- (5) **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.
- (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.

3.5 INQUIRIES

- (a) All inquiries shall be submitted in writing to **William Felsberg** at facsimile **361-825-2772** or by e-mail to **William.felsberg@tamucc.edu** by **04/08/2022 by 2:00 pm** 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>U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL</p> <p>Texas A&M University-Corpus Christi Purchasing Department 6300 Ocean Drive, Unit 5731 Corpus Christi, TX 78412-5731</p>	<p>HAND DELIVER TO:</p> <p>Texas A&M University-Corpus Christi Purchasing Building 6300 Ocean Drive, Room 115A Corpus Christi, TX 78412-5731 Hours- M-TH prior to 5pm (Fri 3pm)</p>
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7.2 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:

<u>Criteria</u>	<u>Weight</u>
Company Experience	<u>25</u> %
Competitive Royalty & Financial Proposal	<u>25</u> %
Marketing & Promotions	<u>10</u> %
Partnership	<u>25</u> %
Financial Stability	<u>10</u> %
Value-added Services	<u>5</u> %
TOTAL	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).

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.



CONTRACT FOR SERVICES

**between TEXAS A&M UNIVERSITY – CORPUS CHRISTI
and _____**

[This Contract Template includes the basic provisions and requirements of a contract]

Contract Number: _____

This Contract for Services (Contract) is entered into this ____ day of _____, 20__, by **Texas A&M University – Corpus Christi**, a member of the Texas A&M University System, an agency of the State of Texas (TAMU-CC), and _____ (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:

4 SCOPE OF SERVICES:

[NOTE: THIS SECTION MAY BE FILLED OUT OR YOU MAY REFERENCE AN EXHIBIT AND ATTACH EXHIBIT WITH THIS AGREEMENT]

The scope of work includes that work that is outlined in Section ____ of the RFP XX-XXXX or the attached Exhibit A "Statement of Work"

5 TERM OF THE CONTRACT: This Contract shall become effective upon final signature for an initial term of twelve (12) months. An option to renew on an annual basis may occur with executed renewal letters. Overall term may not exceed five (5) years.

6 COMPENSATION AND METHOD OF PAYMENT:

A. This Contract is for the sum of _____ (\$_____).

[OR]

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

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

(8) 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 shall process all invoices in compliance with State of Texas prompt payment laws and the regulations of the Texas Comptroller's Office.

Contractor shall submit invoices to:

Texas A&M University – Corpus Christi
attn.: Accounts Payable
6300 Ocean Drive, USC 121
Corpus Christi, Texas 78414

Copy of invoice to:

Texas A&M University – Corpus Christi
attn.: Business Coordinator
6300 Ocean Drive, _____
Corpus Christi, Texas 78412

(9) Reimbursement for travel:

- All travel and meals are part of this contract. No reimbursement will be made.

[OR]

(1) Business-related travel, lodging and/or meal expenses will be reimbursed by TAMU-CC according to the state of Texas rates, rules, and regulations (www.window.state.tx.us/procurement/prog/stmp/) in an amount not to exceed \$_____. Contractor is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the Contractor be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (Contractor's place of business to job site) using the State of Texas mileage. Should the contract be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time. For reimbursement of travel expenses, Contractor must submit an invoice- which must include supporting documents. Payment will be made to Contractor upon approval of such invoice by TAMU-CC. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.

(10) The total of all payments made against this Contract shall not exceed \$_____.

7 CONTRACT DOCUMENTS

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

- 7.2 This Executed Contract;
- 7.3 Exhibit "A" – Statement of Work;

- 7.4 Exhibit “B” – The RFP and Addenda;
- 7.5 Exhibit “C” – Contractor’s Proposal; and,
- 7.6 Exhibit “D” – Other Attachments.

8 VENUE: This Contract 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. At the execution of this Contract, such county is Nueces County, Texas.

9 GOVERNING LAW: The validity of this Contract and all matters pertaining to this Contract, 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.

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

11 INSURANCE

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

Insurance:

<u>Coverage</u>	<u>Limit</u>
4.5 <u>Worker's Compensation</u>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

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

B. Automobile Liability

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

C. Commercial General Liability

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

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

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

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

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M University – Corpus Christi. No policy will be canceled without unconditional written notice to Texas A&M University – Corpus Christi at least ten days before the effective date of the cancellation. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M University – Corpus Christi ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required.

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

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be delivered electronically, hand delivered, or 1st class mail to TAMU-CC's Contracts Manager at 6300 Ocean Drive, MS 5731, Corpus Christi, Texas 78412 – contracts@tamucc.edu

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

[NOTE: PURSUANT TO SYSTEM POLICY 24.03, THE A&M SYSTEM RISK MANAGEMENT DEPARTMENT IS RESPONSIBLE FOR ASSESSING INSURABLE RISKS. CONTACT RISK MANAGEMENT FOR A RECOMMENDATION ON THE MOST APPROPRIATE COVERAGE.]

12 INDEPENDENT CONTRACTOR: Contractor is an independent contractor, and neither Contractor nor any employee of Contractor shall be deemed to be an agent or employee of TAMU-CC. TAMU-CC will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMU-CC relative to conduct on its premises.

13 ASSIGNMENT: This Contract is not assignable without express written agreement of TAMU-CC and Contractor.

14 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 Contract.

15 FORCE MAJEURE: For purposes of this Contract, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance. If a Force Majeure Event prevents a party from complying with any one or more obligations under this Contract, that inability to comply will not constitute breach if (a) that party

uses reasonable efforts to perform those obligations, (b) that party's inability to perform those obligations is not due to its failure to (1) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (2) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (c) that party complies with its obligations under this Section. If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter the noncomplying party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume its performance under this Contract.

16 DISPUTE RESOLUTION: **[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 Contracts 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 Contract 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 Contracts. 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 Contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter
- (B) 2260, subchapter C, *Texas Government Code*.
- (C) 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.
- (D) 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 Contract by TAMU-CC nor any other conduct of any representative of TAMU-CC relating to this Contract 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.

17 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 contract 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 Contract 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 Contract, 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:

- (i) 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, as well as any other disclosure of

information required by applicable Texas law.

- (ii) Upon TAMU-CC's written request, Contractor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMU-CC.
- (iii) Contractor acknowledges that TAMU-CC may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- (iv) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Contractor agrees that the agreement can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

G. **LOSS OF FUNDING:** Performance by TAMU-CC under this Contract 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 Contract 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 Contract 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 Contract 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.

3 **NOTICES:** Any notice required or permitted under this Contract 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: 6300 Ocean Drive, MS 5731
Corpus Christi, Texas 78412
Attention: Contracts Administration
E-mail: contracts@tamucc.edu

Contractor: _____

 Attention: _____
 Phone: () _____
 E-mail: _____

19 DEFAULT AND TERMINATION:

A. In the event of substantial failure by Contractor to perform in accordance with the terms of this Contract, TAMU-CC may terminate this Contract 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 Contract 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 Contract, 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. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: To the extent that Texas Government Code, Chapter 2271 applies to this Contract, Contractor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Contract. Contractor acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate.

18. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATION: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Contract may be terminated if this certification is inaccurate.

19. RECORDS RETENTION: Contractor will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Contract and for seven years after the conclusion of the Contract.

20. PROHIBITION ON CONTRACTS RELATED TO PERSONS INVOLVED IN HUMAN TRAFFICKING: Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this 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.

20. CONFLICT OF INTEREST: By executing this Contract, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The Texas A&M University System or The Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System or its members, has direct or indirect financial interest in the award of this Contract, or in the services to which this Contract relates, or in any of the profits, real or potential, thereof.

21. LIMITATIONS: The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU-CC (a State agency) to enter into certain terms and conditions of this Contract, including, but not limited to, those terms and conditions relating to liens on TAMU-CC’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively, the “Limitations”), and terms and conditions related to the Limitations will not be binding on TAMU-CC except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by TAMU-CC nor any other conduct, action, or inaction of any representative of TAMU-CC relating to this Contract constitutes or is intended to constitute a waiver of TAMU-CC’s or the State’s sovereign immunity to suit.

22. 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 Contract may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Contractor.

23. NOT ELIGIBLE FOR REHIRE: A designation of Not Eligible for Rehire will disqualify a former employee from being (a) employed or retained by a member as an independent contractor, consultant or volunteer, or (b) assigned to perform work for a member while an employee of a business entity for the duration of the specified term. Any former employee acting as an independent contractor, consultant, or volunteer must disclose their designation of Not Eligible for Rehire to the member for whom they are proposing to perform work. A business entity employing a former member employee designated as Not Eligible for Rehire is responsible for ensuring that its employee is not involved in any work for the System.

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: _____
Name: _____
Title: _____
Dated: _____

By: _____
Name: _____
Title: _____
Dated: _____

[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 Contract, 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 Contract (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 Contract and Contractor will refund to TAMU-CC all amounts TAMU-CC has paid under this Contract within thirty (30) days after the termination date.

**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 FAXSMILE 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.

Section 6
Pricing & Delivery Schedule

Proposal Pricing Summary.

Please provide a schedule of royalties for the following services:

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: _____

SECTION 9 HUB SUBCONTRACTING PLAN

A downloadable pdf version is available at <https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/hub-program/assets/documents/hub-subcontracting-plan-hsp-fy22-template.pdf>.



Rev. 2/17

HUB Subcontracting Plan (HSP) QUICK CHECKLIST FY22

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.

1. 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.

2. If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

3. If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

4. If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

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



Rev. 2/17

HUB Subcontracting Plan (HSP)

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

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

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

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

- - Agency Special Instructions/Additional Requirements - -

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

Texas A&M University - Corpus Christi (TAMUCC) established Agency Specific HUB Goals (FY2022):

- 13.70% for all building construction, including general contractors and operative builders' contracts
- 14.77% for all special trade construction contracts
- 11.50% for professional services contracts
- 10.88% for all other services contracts
- 23.76% for commodities contracts

Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment (invoice) or monthly as a condition of payment.

If any modifications to the HSP are required during the contracted term, the respondent must seek approval from the TAMUCC HUB Office prior to making any modifications to its HSP.

Respondents who intend to Self-Perform all of their work shall submit an HSP for Self Performance HUB Subcontracting Plan (HSP) (See Option Four on the HSP Quick Check List).

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? - Yes - No

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

Enter your company's name here: _____

Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

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

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

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

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

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

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

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

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

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

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

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

Rev. 2/17

Enter your company's name here: Requisition #:

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

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

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

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

Rev. 2/17

Enter your company's name here: <input style="width: 95%;" type="text"/>	Requisition #: <input style="width: 95%;" type="text"/>
--	---

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

SECTION 4: AFFIRMATION

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

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

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>

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)

Rev. 2/17

Enter your company's name here: <input style="width: 95%;" type="text"/>	Requisition #: <input style="width: 95%;" type="text"/>
--	---

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

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: Description:

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

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

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

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	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.

Rev. 2/17

Enter your company's name here: <input style="width: 90%;" type="text"/>	Requisition #: <input style="width: 90%;" type="text"/>
--	---

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: Description:

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

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
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	<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):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

