



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

REQUEST FOR PROPOSAL

RFP Number:
RFP2-0001

Branding Strategy and Work Plan for Harte Research Institute for Gulf of Mexico Studies

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. Central Time on 01/27/2022

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: January 3rd, 2022

REFER INQUIRIES TO:

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

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SECTION I

GENERAL

- 1.1 SCOPE.** The Texas A&M University-Corpus Christi (TAMU-CC) seeks to establish a partner who will define, create, and assist with expressing a unique branding strategy in accordance with the specifications contained in this Request for Proposal (“RFP”). The services requested herein and to be provided under any contract(s) awarded as a result of this RFP are to create a strategy and assist with its implementation to define impactful audiences and highlight the message of the Harte Research Institutes impact on the Gulf of Mexico and the communities and countries surrounding the Gulf.

Harte Research Institute (HRI) for Gulf of Mexico Studies seeks Science-Driven Solutions™ for problems facing the Gulf of Mexico to advance its long-term sustainable use and conservation.

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

- 1.2 CONTRACT TERM.** The services requested shall be provided for a period of 1 year, beginning March 14, 2022, or the last signature date, whichever is later. This contract may be renewed for up to 2 years upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the initial term.
- 1.3 COMPENSATION.** Payment terms, unless otherwise stated in RFP, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoices, whichever occurs last.
- 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.
 - (f) Must- denotes actions that are considered mandatory by the Contractor.
 - (g) Should- denotes desirable action.

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 II

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:

2.2 Background

The Harte Research Institute features ten research groups spanning scientific, social science, policy and legal disciplines, each with projects specific to their areas of study. Together our researchers collaborate to solve even bigger problems that face the Gulf of Mexico. More information about the institute may be found on our web pages, including information about our programs and mission along with information about the Texas A&M University- Corpus Christi.

2.3 Scope of Work

The goal of this project is to partner with a company to update/create brand identity and deploy bodies of work that will drive growth for HRI. HRI would like to focus on how we can highlight and message our impact that its science is having on the broader Gulf of Mexico for a domestic audience.

2.4 Services to be Provided/Required Information

The following information should be included in an RFP response:

The vendor selected to must demonstrate evidence of having successfully implemented and maintained the requested services in other comparable settings and possess a minimum of 3 years successful track record.

A. Brand Identity

- (1) Vendor must demonstrate its capabilities, actual experience, and expertise in creating a consistent brand that distinguishes clients from the market competitors but also supports and incorporates appropriate elements of the university's brand. Vendor should address any innovations it has introduced to do so. Vendor should demonstrate significant experience working in Texas and elsewhere.
- (2) Vendor must identify the services and path it will provide to create brand identity, narrative, and tone including core messaging examples, strategic direction/plan, and visual elements
- (3) Vendor must identify firms or entities with which it has agreements or arrangements in support of the branding initiative that could be made available for use by HRI.
- (4) Vendor must describe its proposed approach for developing and implementing a branding plan for HRI that complements the university's brand. In doing so, Vendor should identify HRI's involvement in developing and implementing the plan including unique and unorthodox approaches.
- (5) Vendor must state how it proposes to identify specific groups or markets it will use as audience validation.

B. 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.

2.5 Digital Branding

Vendor must provide digital communications, documentation, or works (e.g. electronic documents, email messages, social media, surveys, websites, web applications, videos, virtual meetings) that comply with accessibility standards (Web Content Accessibility Guidelines 2.0 Level AA) and requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, §206.70 and §206.71 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code). Where the vendor subcontracts any digital communications, documentation, or works, the subcontractor(s) must comply with the same accessibility standards and requirements to ensure inclusivity and accessibility. In addition, any created works must comply with university brand standards. HRI would retain rights of final approval prior to usage as well as ownership of any assets created as part of this campaign.

2.6 Performance Tracking

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

SECTION III

PROPOSAL INFORMATION

3.1 Schedule of Events.

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	01/03/2022
Deadline for Submission of Questions	01/14/2022
Deadline for Submission of Proposals	01/27/2022
Opening	01/27/2022
Expected Award of Contract	02/04/2022
Expected Contract Start Date	03/14/2022

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 3 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 7 - 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 5** – 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 6** – Compensation and Fees: Provide requested information as directed. Provide a compensation schedule for each product/service to be performed in response to this RFP, including an estimated maximum amount. Please see Section 6 for more details.
- (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) **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 and non-governmental organizations. 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.
- (6) **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.

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 **January 14th, 2022 at 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 <https://www.tamucc.edu/finance-and-administration/financial-services/purchasing/bid-opportunities.php>. 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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3.8 PROPOSAL OPENING. Proposals will be opened at:

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

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

3.9 PROPOSAL EVALUATION AND AWARD.

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

<u>Criteria</u>	<u>Weight</u>
Compensation and Fees	30 %
Company Information	5 %
Proposed Services	35 %
Experience and Qualifications	30 %
	100 %

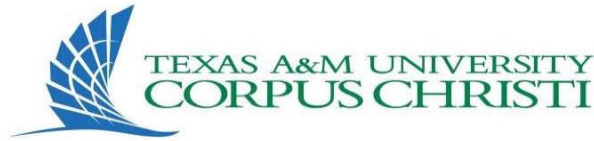
- (d) The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. TAMU-CC may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their 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

[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:

1. 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"

2. TERM OF THE CONTRACT

The effective date of this Contract is _____ and the Contract shall terminate on _____.

3. COMPENSATION AND METHOD OF PAYMENT

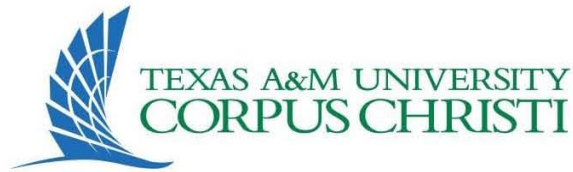
A. This Contract is for the sum of _____ (\$_____).

[OR]

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

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

C. Payment will be made upon submittal and approval of the Payment Voucher(s) on State Funds, or the University's Invoice(s) on Non-State Funds that is (are) received. TAMU-CC shall process all invoices in compliance with State of Texas prompt payment laws and the regulations of the Texas Comptroller's Office.



D. Reimbursement for travel:

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

[OR]

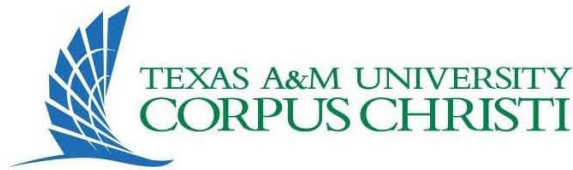
(1) Business-related travel, lodging and/or meal expenses will be reimbursed by TAMU-CC according to the state of Texas rates, rules, and regulations (<http://www.window.state.tx.us//procurement/prog/stmp/>) in an amount not to exceed \$ _____. Contractor is required to submit all travel receipts when 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.

- E. The total of all payments made against this Contract shall not exceed \$ _____.

4. CONTRACT DOCUMENTS

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

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



5. **VENUE:** This 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.

6. **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.

7. **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.

8. **INSURANCE**

1) 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:

Coverage

Limit

A. Worker’s Compensation

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers’ Compensation policy must include under 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

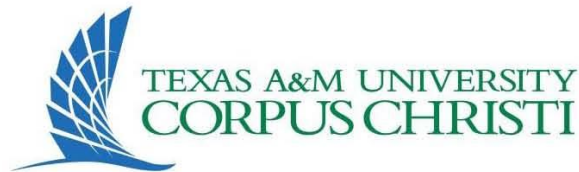
The required commercial general liability policy will be issued on a form that insures Contractor or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

- 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

(Template effective 11/7/14)



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.

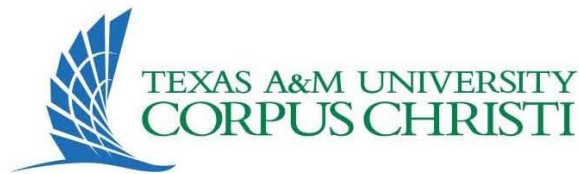
[NOTE: PURSUANT TO SYSTEM POLICY 2403, THE A&M SYSTEM RISK MANAGEMENT DEPARTMENT IS RESPONSIBLE FOR ASSESSING INSURABLE RISKS. CONTACT RISK MANAGEMENT FOR A RECOMMENDATION ON THE MOST APPROPRIATE COVERAGE.]

9. 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.

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

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

12. FORCE MAJEURE: Neither party is required to perform any term, condition, or covenant of this Contract, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.



13. DISPUTE RESOLUTION:

[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.

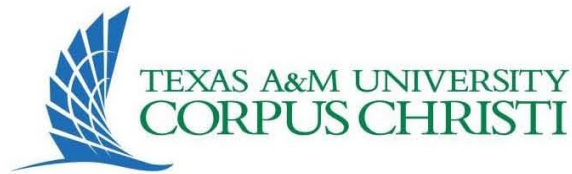
[ALTERNATIVE 2]

[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.

14. STATE CONTRACTING REQUIREMENTS

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

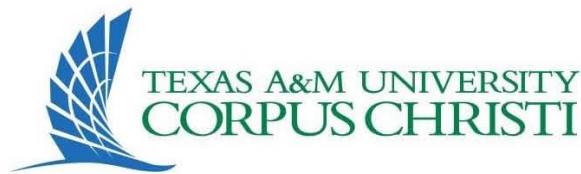
C. **FRANCHISE TAX CERTIFICATION:** If Contractor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Contractor certifies that it is not currently delinquent in the payment of any franchise taxes or that Contractor is exempt from the payment of franchise taxes.

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.

(Template effective 11/7/14)

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F. Public Information.

(a) 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.

(b) Upon TAMU-CC's written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M University – Corpus Christi in a non-proprietary format acceptable to TAMU-CC. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMU-CC has a right of access.

(c) Contractor acknowledges that TAMU-CC is 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*.

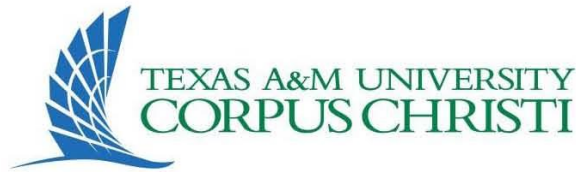
G. **LOSS OF FUNDING:** Performance by TAMU-CC under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds then TAMU-CC will issue written notice to Contractor 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.

15. **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

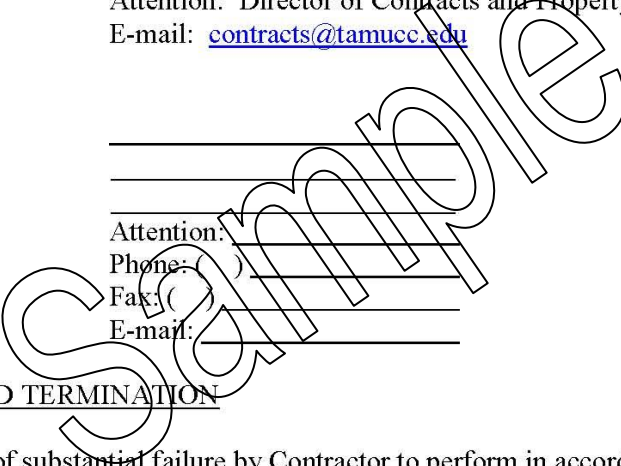


Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will 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
 Attention: Director of Contracts and Property
 E-mail: contracts@tamucc.edu

Contractor: _____

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



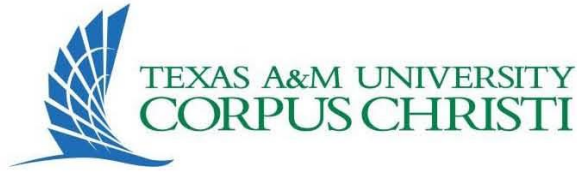
16. DEFAULT AND TERMINATION

A. In the event of substantial failure by Contractor to perform in accordance with the terms of this 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.

(Template effective 11/7/14)
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17. 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.

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

Sample



[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 FAX/SCMILE 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.

<p>Check below if preference claimed under Rule 1 T.A.C. 113.8</p> <p><input type="checkbox"/> 1. Supplies, materials, equipment, or services produced in TX/offered by TX bidders</p> <p><input type="checkbox"/> 2. Agricultural products produced or grown in TX</p> <p><input type="checkbox"/> 3. Agricultural products and services offered by Texas bidders</p> <p><input type="checkbox"/> 4. USA produced supplies, materials or equipment</p> <p><input type="checkbox"/> 5. Products of persons with mental or physical disabilities</p> <p><input type="checkbox"/> 6. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel</p> <p><input type="checkbox"/> 7. Energy efficient products</p> <p><input type="checkbox"/> 8. Rubberized asphalt paving material</p> <p><input type="checkbox"/> 9. Recycled motor oil and lubricants</p> <p><input type="checkbox"/> 10. Products produced at facilities located on formerly contaminated property</p> <p><input type="checkbox"/> 11. Products and services from economically depressed or blighted areas</p>

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 Schedules

Proposal Pricing Summary.

Please provide a schedule of fees / flat rate 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.



HUB Subcontracting Plan (HSP)

Rev. 2/17

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 <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	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.*

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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 <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	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.*

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

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL)-Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbmlsearch/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 style="color: red;">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		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
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	<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		\$	%

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

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: <input style="width: 95%;" type="text"/>	Requisition #: <input style="width: 95%;" type="text"/>
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IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <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/passcblsearch/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.

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Enter your company's name here: Requisition #:

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: Description:

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmb/search/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		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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

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.



HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

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

SECTION A: PRIME CONTRACTOR'S INFORMATION	
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____
SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: _____	Phone #: _____
Point-of-Contact: _____	Bid Open Date: _____
Requisition #: _____	(mm/dd/yyyy)
SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than _____ on _____.	
Central Time	Date (mm/dd/yyyy)
<p><i>In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).</i></p> <p><i>(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.)</i></p>	
2. Subcontracting Opportunity Scope of Work:	

3. Required Qualifications:	<input type="checkbox"/> - Not Applicable

4. Bonding/Insurance Requirements:	<input type="checkbox"/> - Not Applicable

5. Location to review plans/specifications:	<input type="checkbox"/> - Not Applicable
