



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

REQUEST FOR PROPOSAL

RFP Number:
RFP3-0001

Beverage Services

PROPOSAL MUST BE RECEIVED BEFORE:
2:00 p.m. Central Time on 12/06/2022

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: October 30th, 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.	General Contractual Terms	5
SECTION 3.	Statement of Work/Qualifications	15
SECTION 4.	Proposal Information	25
SECTION 5.	General Terms and Conditions	32
SECTION 6.	Execution of Proposal	43
SECTION 7.	Commission Proposal Worksheet	44
SECTION 8.	Respondent's Questionnaire	45
SECTION 9.	References	46
EXHIBIT A.	HUB Subcontracting Plan Sample	47

SECTION I

GENERAL

- 1.1 SCOPE.** Texas A&M University -Corpus Christi (hereafter referred to as TAMU-CC or as the University) is submitting this Request for Proposal (RFP) to obtain written responses from interested parties for Exclusive Soft Drink Pouring and Vending Rights at the University. The successful Vendor will also gain certain sponsorship and exclusivity rights.

TMAU-CC is seeking an exclusive beverage contract with a nationally recognized beverage company to create a partnership. This partnership includes inclusive soft drink pouring and vending rights.

TAMU-CC intends to support institutional programs and goals through the pouring rights royalties and vending commissions provided to the University for the period of the contract. In addition, the University's goal is to improve beverage services and increase net revenues by maximizing the availability of product, by developing and offering marketing and sales opportunities that benefit the University and the beverage provider.

It is anticipated that an exclusive, long-term agreement for beverages will provide additional resources beyond preferential pricing and commissions to support the University's needs.

The current Contractor provides drinks, such as colas, non-cola drinks, juice, sports drinks and water across all locations on campus. The contractor has exclusivity in vending machines and syrup and shelf space in all retail locations.

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.** Any contract(s) resulting from this proposal shall be effective from the date of contract signing or May 31, 2023, for a period of up to ten years to May 31, 2033. Unless stated otherwise herein, the basic and governing language of the contract resulting from this solicitation shall be comprised of the RFP documents, including any attachments and amendments, and the successful supplier's signed proposal. In the event of a conflict between the two documents, the RFP shall govern.

In the event, the University requires changes in the scope of services of the Contractor to be performed the changes must be mutually agreed upon by and between the Contractor and the University and shall be incorporated in written amendments to the contract.

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

- (a) Offeror/Respondent – Shall mean all perspective companies/individuals submitting a response to this RFP.
- (b) University – Shall mean Texas A&M University-Corpus Christi (TAMU-CC) located at 6300 Ocean Drive, Corpus Christi, TX 78412.

- (c) Contract – Shall mean the agreement between the University and the Contractor to provide Beverage Vending on Campus and program support, as stipulated in the scope of services.
- (d) Anniversary Date – Shall mean May 1st of any Contract Year. “Contract Term” shall be ten (10) years.
- (e) Beverage Vending – Shall mean furnishing, installation, operation, and maintenance of automatic vending equipment for the dispensing of beverage products, in areas located on the Campus, in accordance with the terms and conditions of the Contract.
- (f) Business Day – Shall mean the hours between 8:00 a.m. to 5:00 p.m. Monday through Friday, except for Official University holidays.
- (g) Campus – Shall mean all facilities within Nueces County (1) owned and operated by the University (2) where the University is a tenant and the landlord consents to the installation or (3) which house University-related activities and the building occupant has requested, and the University has agreed to provide Beverage Vending service. Additional sites may be required at a later date.
- (h) University Contract Administrator – Shall be the Director of University Services at TAMU-CC or a designee, in the University Services Office.
- (i) Contract Year – Shall mean the twelve (12) month period within the term that begins June 1 of one year and ends July 30 of the next following year.
- (j) Contractor – Shall mean the firm that will provide the Beverage Vending Equipment and Services for the University, and shall include the Contractor and its employees, agents, subcontractors and suppliers.
- (k) Fiscal Year – Shall mean the twelve (12) month period beginning September 1 and ending August 31 of any given year.
- (l) Gross Beverage Vending Sales – Shall mean the total monies collected by Contractor for providing Beverage Vending on Campus under the terms and conditions of the Contract, before payment of any refunds, taxes, expenses, fees or other costs the Contractor incurs in carrying out the terms and conditions of the Contract.
- (m) Best and Final Offer – A formal request made to selected respondents for revisions to the originally submitted proposal.

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

GENERAL CONTRACTUAL TERMS

2.01 BACKGROUND and SCOPE OF WORK. There are currently 63 machines located in 36 buildings on campus. There are Sanddollar readers on 31 of the machines and 14 machines have credit card readers.

(a) Department of Athletics: The Department of Athletics is an integral part of the University's commitment to educational excellence. The University sponsors 16 intercollegiate sports (6 men and 10 women) offering opportunity to over 250 men and women annually. The University is a member of the Southland Conference which operates at the NCAA Division I level and is currently comprised of 10 universities. Partner sponsorship opportunities are available as listed in Section 3.25 and 4.0.

(b) Dining Services and Convenience Store: The University's dining and catering services are contracted to Chartwells. The University's residence halls (Miramar and Momentum) had 2832 assignable spaces available for lease to students in fall 2023. Housing occupancy for both residence halls for fall 2022 was 90%. There is no current requirement for Momentum student residents to participate in a dining plan. Meal plan sales for FY2021-2021 totaled \$5,167,801.52 and for Fall 2022 was \$3,481,596.09. Dining services are offered during the summer to support conference services programs, youth camps and adult conferences along with the first-year student orientation program. These programs attract over 4,000 visitors to the campus. The summer terms of 2021 and 2022 totaled approximately 13,600 students for the summer session courses. Dining Services provides meals to students, faculty, staff, and visitors from nine locations Monday through Friday with limited service during the weekend during the fall and spring semesters. The Islander Dining Hall which initially opened in fall 2014 operates daily during the fall and spring semesters. The University's convenience store (Island Market) is adjacent to the bookstore in the University Commons and is operated by Follett. Subject to the approval of the University's Contract Administrator, the convenience store may be afforded the opportunity to retail beverages other than those provided by the current beverage provider.

2.02 CURRENT BEVERAGE VENDING AND USAGE

Vended Beverage Sales (2019- 2022)

Fiscal Year	Sales
2019-2020	\$142,185
2020-2021	\$104,924
2021-2022	\$182,793

Dining Program	9/2020-8/2021	9/2021-8/2022
Canned/bottle soft drinks energy drinks	3,443 Cases	4,586 Cases
Bottle Water	2,847 Cases	1,676 Cases
Bag in Box	451	852

Locations included in product sales are:

- Convenience/Market Stores
- Islander Dining Hall
- The Cove, University Center
- Campus Store Islander Market- Follett
- TAMU-CC Athletic Department Concessions
- All retail- Subway, O'Conner Market, Panda Express, Burger 361, Ace Sushi, Chick-fil-A, Hemispheres,
- TAMU-CC Catering

Fountain Machine Location

May 1, 2018 – Current		
	# Units	Type
Dining Hall - Fountain View	3	Bag in box
University Center- The Cove	2	Bag in Box
Chick Fil-A	2	Bag in Box
Subway	1	Bag in Box

Current Vending Machines by Building Location

Machine Number	Location
7948121	I/S UNIVERSITY CENTER
7948123	I/S UNIVERSITY CENTER
7948125	PCV 3RD FLR UNIVERSITY CTR
14543094	I/S POOL AREA 200Z
15928213	I/S MAIL BOXES 20Z
24694215	I/S CENTER OF COURTS 20Z
24706417	O/S MENS LOCKER ROOM 20Z
29792166	I/S TIDAL HALL MULTI
31215661	I/S BAY HALL 1ST FL MULTY
31215663	I/S BAY HALL 2ND FLR 20Z
31215665	I/S BAY HALL 1ST FLOOR
31215667	I/S BUSINESS INNOVATIONS 20Z
31215669	I/S CNTR FOR ARTS FL 2 BY STAIR 20Z
31215671	I/S EAST BDLG 1ST FLR
31215673	WEST PCV 1ST FLOOR HALLWAY
31215675	UNIVERSITY CENTER 2ND FLOOR
31215677	UNIVERSITY CENTER 1ST FLR BY COVE
31215679	I/S UNV CNTR FL 1 BY THE COVE MULTI
31215681	I/S SERVICES CENTER 2ND FLOOR
31215687	I/S PERFORMING ARTS BLDG 25 MULTI

continued on next page

Machine Number	Location
31215689	I/S OCONNER 2ND FL VND AREA MULTI
31215691	I/S 2ND FLR COMPUTER LAB MULTI CC
31215693	I/S 1ST FLOOR VEND AREA MULTI
31215695	I/S FACULTY LOBBY MULTI
31215697	I/S FACULTY LOBBY MULTI
31215699	I/S FIELD HOUSE BY LKR ROOMS MULTI
31215701	I/S ISLAND HALL FL 1 VND AREA MULTI
31215703	BLDG 7 DORM
31215705	CC MIRAMAR I/S DORM BLDG 2
31215707	MIRAMAR PCV TARPON DORM
31215709	ANCHOR DORM
31215711	CC MIRAMAR DOLPHIN DORM
31215713	MIRAMAR PCV BAYSIDE DORM
31215715	MIRAMAR PCV BLDG 1 DORM
31215717	COMPASS DORM
31215719	I/S DUGAN WELLNES FL 1 VND AREA 20Z
31215721	I/S ERLY CHLD DEV FL 2 VND AREA 20Z
31215725	I/S HARTE 1ST FLOOR HALLWAY 20Z
31215729	MIRAMAR PCV LAGUNA DORM
31215731	MIRAMAR PCV MARINA DORM
31215733	MIRAMAR PCV CORAL DORM
31215735	JETTY DORM
31215737	MIRAMAR PCV SURF DORM
31215739	I/S CARLOS TRAUN FL 1 VND AREA 20Z
31215741	I/S 1ST FLOOR VEND AREA 20Z
31215743	I/S ISLAND HALL 2ND FL VND AREA 20Z
31215745	I/S ISLAND HALL FL 1 VND AREA 20Z
31215847	I/S PHYSICAL PLANT BREAKROOM 20Z
31215849	I/S PHYSICAL PLANT BREAKROOM 20Z
31215853	I/S OCONNER 1ST FLOOR VEND AREA 20Z
31215855	I/S ENGINEERING FL 3 BY ELVATOR 20Z
31215857	I/S ENGINEERING FL 3 BY ELVATOR 20Z
31215859	I/S CTR INSTRUCTION FL 1 HLWY MULTI
31215861	CTR INSTRUCTION 1ST FLOOR BY STAIRS
31215863	CTR INSTRUCTION 2ND FL BY ELVTORS
31215865	I/S CTR SCIENCE BY ENTRANCE MULTI
31215867	I/S CNTR INSTRCTION FL 1 HLWY MULTI
31215869	I/S CNTR INSTRUCTION FL 1 HLWY 20Z
31215871	I/S CNTR SCIENCE BY ENTRANCE MULTI
31215873	I/S CNTR SCIENCE BY ENTRANCE MULTI
31215875	I/S LIBRARY BLDG 21 MULTI
31218597	I/S PORT DORM
31218599	I/S HARBOR 20Z

2.03 PRICING AND CONTRIBUTION. The Successful Vendor shall provide the following:

- In addition to preferential product pricing, the Vendor shall pay to TAMU-CC a lump sum payment, as a signing award, at the beginning of the contract and an installment payment, as an exclusivity fee, each year on the anniversary date of the contract for the entire period of the contract agreement.
- Vendor shall pay to TAMU-CC an annual guaranteed vending commission, or a vending commission based on total vending sales, whichever is greater. TAMU-CC will provide maximum opportunity for vended sales, but is unable to guarantee case volumes.
- Successful Vendor shall offer the University Dining Provider, Chartwells, Inc., and our departments and offices and other contractors on campus the contract pricing for fountain, canned and bottled beverages.
- Annual Sponsorships for Exclusivity rights are necessary, and examples can be located in Section 3.25 and 4.0 (reference Section 3.25 and 4.0 for more information).

2.04 GENERAL CONTRACT REQUIREMENTS. The Successful Vendor shall provide the following:

- The Contractor shall provide soft drink products and related items for use in prescribed locations at TAMU-CC. Specific delivery instructions must be followed by the Contractor at all times. The University shall review all services as necessary.
- Proposals will only be considered from reputable firms organized primarily for the purpose of supporting fountain, bottle, and vending service of carbonated, non-carbonated beverages, juice or water on the premises of a second party. A record of successful operation for a period of not less than **three years** is required at a University of similar size and complexity. The attached reference form must be included with the proposal. It is the vendor's responsibility to provide valid reference information and the University reserves the right to use reference checks in its evaluation of proposals.
- The Contractor shall have exclusivity on Fountain Service, Concession and Beverage Vending and Convenience Store shelving. Carbonated beverages shall be limited to the bestselling products of Coca Cola or Pepsi Cola Bottling Companies. All drink products, cartons, and containers shall meet the standards of quality and sanitation of Federal, State, and local Departments of Health and Agriculture as well as other applicable regulating agencies. All products must be Grade "A". In no case shall standards fall below minimum standards sold commercially.
- The University may require changes in the scope of the services provided by the Contractor. Such changes, including any increase or decrease in price, which is mutually agreed upon, shall be incorporated by written amendment(s) to the contract.
- The Contractor shall be responsible for all taxes – Federal, State, and local - and all license fees, or any other necessary expenses required for performance of this contract.

- The University shall furnish space, water, and electricity necessary for operation of equipment. The Contractor will make final connections.
- Ownership of all machines, equipment, etc. furnished by the Contractor and placed on University property shall remain with the Contractor.
- The Contractor shall be responsible for any damage to University property that occurs during the installation or removal of any machine. The Contractor shall reimburse the University at the Administrative Operations Department rates if repairs are required.
- The Contractor shall be responsible for the proper custody and care of any University owned property furnished for use in connection with the performance of this contract and shall reimburse the University for its loss or damage.
- The Contractor shall maintain all equipment in a clean and sanitary condition and in compliance with all local, County, State, and Federal regulations.
- The Contractor shall use its expertise to regularly recommend ways to upgrade and improve the product and services being delivered.
- The Contractor shall furnish all necessary refrigerated coolers, fountain units, vending machines, and other such equipment at no charge to the University. The Contractor shall furnish/deliver applicable loaner equipment in the case of a major breakdown, at no charge to the University. The Contractor shall furnish equipment and advertising material to properly merchandise the products.
- Delivery Schedule: The delivery frequency will be mutually agreed upon between the University and the Contractor. The University reserves the right to increase or decrease frequencies of deliveries as demand warrants.
- Effort has been made to designate items according to standard sizes, weights and packaging. If offer or proposes any items(s) at variance with descriptions given hereon, offeror shall clearly point out such difference(s).
- The Contractor's employees shall be suitable by training, appearance, and habits for working on the University premises. They are to be clearly identified by appropriate uniform or other markings on their person that would identify them as Contractor employees.
- The Contractor agrees that the University may copy and examine any books or records of the Contractor related to the Contract and the services supplied to the University and may accompany the Contractor on service rounds to observe operations of the Contractor. The Contractor agrees to retain such books and records for a period of four years following termination of the Contract or longer if required by law.

2.05 FOUNTAIN SERVICE.

- TAMU-CC Dining Services operates several fountain machines in various locations on campus, managed by CHARTWELLS. The location and volume of fountain locations can be found in Section 2.2.
- The Contractor shall provide, install and maintain only dispensing equipment approved by the Contract Administrator.
- The Contractor and the University must agree upon appearance of the equipment. Proposal must specify type(s) of machines to be furnished by Contractor.
- The Contractor shall provide soda fountain dispensers to all current and known future locations.
- The Contractor shall supply and install necessary syrup lines for the equipment in a manner that will not detract from decor of location. The Contractor shall coordinate and have **prior** approval of the University before placement.
- The Contractor shall supply each location with quality control kits.
- The Contractor shall service all locations at intervals necessary to keep each dispensing location supplied with syrup and CO2 gas if requested. Volumes vary at each location.
- The Contractor shall provide repair and maintenance service to the equipment within twenty-four (24) hours of notification 7 days a week, 365 days a year.
- The Contractor and the University representative(s) will annually review each location for possible upgrading of equipment.
- The University or designee shall provide employees to operate equipment at various locations. The Contractor shall provide training to the University or designee personnel relative to equipment set up (changing bag-in-box, tanks, etc.) and operation.
- The Contractor shall provide security key for shutting off each dispenser after hours as required.
- The University and/or its designated representatives shall sign for and verify deliveries. Delivery tickets must accompany products as delivered at each location. Monthly invoices shall be handled as directed by the designated representative receiving the products.
- The Contractor shall provide a list of all products available and individual prices. The Contractor and the University shall mutually determine flavors to be dispensed at each location. Different flavors may be dispensed at different locations.

2.06 GENERAL COLD BEVERAGE VENDING MACHINE INFORMATION. Currently there are 61 cold beverage vending machines on campus. The University will be sole determinate of location of machines.

- The Contractor must provide standard, new or like new equipment, latest model of regular stock product in production at the time of bid opening. The Contractor must provide a mix of closed (Class B) and glass-fronted (Class A) machines. Any other machine types must be approved by the University.
- The Contractor must install equipment on site.
- The Contractor must provide machines that are capable of being moved through standard-sized interior doors and elevator doors.
- The Contractor must provide all parts, on-site maintenance, and on-site repair to all machines
- Preferably the machine must be a maximum height of 72 inches that are to be banked with other machines. A 79-inch-tall machine may be placed only in an area where it is a standalone machine or is paired with other machines that are also 79 inches tall.
- Re-circulating bill accepters with the capability to recycle currency for the purpose of providing bills as change.
- Machines shall be UL Approved with visible indication on the machine.
- Utilizes 115-volt electrical receptacle with maximum 20-amp circuit
- Energy Star ® rated equipment only www.energystar.gov
- All equipment must include a ground fault circuit interrupter (GFCI) as part of the power supply cord.
- Preference for cutting edge technology offerings that can be in addition to the standard equipment (glass-fronted beverage machines, combos, touch screen digital display, etc.)
- All machines shall utilize vandal-proof mechanisms capable of accepting payment in all three forms simultaneously--coins, bills (at minimum \$1 & \$5 bills) and electronic payment to include SandDollar (All Services). Furthermore, bill accepters must have the capability to recycle currency for the purpose of providing bills as change.
- Machine set to return money if out of stock. No force vending is allowed.
- Inventory stock for machines should be at least 50% of products filled at all times. Out of stock products should be limited to one selection.
- The Contractor is responsible for the repairs and maintenance of card readers and maintains a back-up stock of 10% of the total machines in operation. Contractor is required to repair and replace card readers as necessary and must make arrangements for service.
- Equipment found to be problematic or non-compliant must be replaced upon the request of

the Contract Administrator. The University reserves the right to request a new machine.

- Contractor may be required to place and keep equipment in some locations that may perform below the Contractor's sales requirements. University will consider a request by the Contractor to remove, downsize, or relocate equipment in the event of extremely poor sales. However, the University will not eliminate service if doing so will create a hardship on the building occupants.
- The University is not responsible for vandalism or burglary but will consider a request by the Contractor to remove equipment should this become a problem.
- The Contractor will develop a mutually agreed upon schedule for machine service at the beginning of the contract and subsequently, as part of the annual marketing plan.
- The University will require Contractor(s) to comply with any product recall due to possible concern for the public's health. The Contractor(s) will be required to remove affected product from the machines if requested.
- The University will comply with any local, campus, TAMUS and Texas State policy or state statute to eliminate the sale of a specific product category should a ban be issued during the term of this contract.

2.07 COLD BEVERAGE VENDING PRODUCT SPECIFICATIONS.

- Mixture of carbonated and non-carbonated cold beverages that include colas, fruit-based soda (lemon-lime, fruit punch, orange, grape, etc.), specialty beverages, 100% juices, and tea. Exact mixture may vary per location and change throughout the academic year to meet customer requests and sales volume.
- Cold Beverage machines that contain carbonated beverages shall contain Dr. Pepper as it is the most popular drink on campus.
- Functional beverages, i.e. sports drinks (in various flavors) including energy drinks.
- Water-based drinks, i.e. vitamin waters, flavored waters, diluted juices (may contain added sugar.)
- Wellness beverages, i.e. milk, (whole, 2%, skim, flavored, rice, soy), beverages that aid the immune system, boost metabolism, tea, etc.
- Be labeled according to federal labeling laws and guidelines
- All products to be nationally recognized brands with some allowance for regional favorites.
- All products will be removed from vending machines no later than the date that its freshness dating expires. All products will be considered past-date and un-saleable according to the manufacturer's freshness date stamped on the package
- Decals approved in advance by the Contract Administrator shall be affixed to all equipment, adjacent to coin slots, providing refund and servicing information. The

Contractor shall keep all decals neat and clean. Information shown on the decals shall be in a format that will allow customer contact during times other than Business Day (e.g. email or text message).

2.08 CORPORATE BACKGROUND AND EXPERIENCE. In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to TAMU-CC. Vendor shall provide information as to the qualifications and experience of all executives, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

Vendor must, upon request of the University, furnish satisfactory evidence of its ability to furnish products or services in accordance with the terms and conditions of this proposal. The Office of Purchasing in conjunction with University Services reserves the right to make the final determination as to the Vendor's ability to provide the services requested herein.

2.09 VENDOR PERSONNEL. Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Administrator. Vendor shall notify the Contract Administrator of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The University will approve or disapprove the requested substitution in a timely manner. The University may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the University may request acceptable substitute personnel or terminate the contract services provided by such personnel.

2.10 VENDOR REPRESENTATIONS.

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the University under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors(s) that may be approved by the University. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an

actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

- 2.11 PARKING ON CAMPUS.** The Vendor shall require its employees, agents, and subcontractors to abide by the parking policies under which the University allows its vendors to conduct business on University premises, including the purchase of required parking permits. The Vendor shall contact the UPD- Parking Services at the beginning of the contract and arrange to obtain all necessary parking permits. The Vendor's vehicles and employees parking fees should be paid directly to the University and shall not be an expense to vending operations. Vendor's employees must purchase parking permits and comply with all parking and vehicle use policies. The Vendor agrees to pay for parking fees and fines assessed to Vendor's employees which go uncollected for a period of greater than 30 days. These fees and fines cannot be charged as an expense to vending operations.
- 2.12 VEHICLE ON CAMPUS.** The Vendor shall require its employees, agents, and subcontractors to abide by the vehicular usage policies under which the University allows its vendors to conduct business on University premises. This includes, but is not limited to observance of posted speed limits on campus roadways, parking in approved areas, affording pedestrians their lawful right of way in crosswalks, etc. The University will not provide any vehicle for use by the Vendor in performance of these services.
- 2.13 EXCESSIVE EQUIPMENT DOWNTIME.** The Vendor is required to maintain equipment in working condition. The University requires that the Vendor respond within four (6) working hours when notified that a machine is malfunctioning or out of product. The University requires that the machine malfunction be repaired, or the machine stocked within 48 working hours from the time of the call. The University expects the Vendor to make a good faith effort to have all equipment reported to be repaired/stocked the same day if the report is filed prior to 3 pm or if the location is accessible after 5 pm. The University reserves the right to require the Vendor to replace the equipment with no termination or removal charges being assessed to the University. The Vendor will be notified in writing and, after such notice; the Vendor **must** remove or replace the defective machine(s) within ten (10) business days at no cost to the University. Failure to respond in good faith may result in termination of the Vendor's contract. If the Vendor has reason to believe that machine problems are the result of deliberate damage by the user, the contract administrator must be notified. The contract administrator will determine the facts and try to resolve the situation to the satisfaction of all parties.

SECTION 3

STATEMENT OF WORK

TAMU-CC is seeking proposals from nationally recognized beverage companies to provide and sell specific carbonated beverages, juice, water, tea, isotonic beverages and other bottled beverages. The University wishes to continue high levels of sponsorship and commission revenues through up-to-date equipment, efficient beverage marketing, sales and distribution, and competitive pricing as elements of an exclusive, long-term agreement. The successful vendor of this beverage and soft drink agreement will apply its collective resources to continue to increase and improve the sale, service and availability of beverages at all available University facilities and through the University operations.

- 3.01 OPPORTUNITIES FOR ADDITIONAL COMPENSATION.** The Vendor may identify any opportunity for the University to receive additional compensation, such as, but not limited to, pre-paid commission, annual guaranteed minimum commission, annual guaranteed commission based on previous year's sales; annual commission combined with a step-up commission rate; step-up commission for exceeding previous year's sales; commission coupled with upfront payment, commission based on units rather than sales, etc. Any opportunities or enhancements identified must have a dollar value or % identified.
- 3.02 PROJECT ORGANIZATION.** Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person the Vendor proposes to staff the work.
- 3.03 TECHNICAL APPROACH.** Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.
- 3.04 TASKS/DELIVERABLES.** The Vendor must provide, when requested to show how quality and performance is measured in each of the following four (4) ways:
1. productivity,
 2. financial,
 3. strategic and
 4. customer satisfaction.

The Vendor must also identify how this information will be conveyed to the University.

- a. Please list the criteria upon which the measurements are based.
- b. The Vendor must provide a description of how accountability is maintained.

This section refers to all activity which the Vendor performs on Campus in carrying out the terms of the Contract, including, but not limited to, installing, and removing machines; servicing machines; and stocking machines.

- a. All such activity shall be in compliance with the terms and conditions of the Contract.
- b. All Vendor personnel will strictly adhere to University regulations while on the University's premises, including but not limited to regulations governing access to buildings, personal conduct, possession of prohibited substances or articles, parking, and traffic.

- c. The Vendor shall be capable of providing vending services up to 365 days a year. See University Holiday Schedule at <https://www.tamucc.edu/human-resources/time-off/holiday.php>
- d. The Vendor's personnel shall exercise due care for persons and property on Campus when operating vehicles and/or moving heavy or awkward loads.
- e. All equipment must be UL certified, and installation of all equipment shall be in accordance with the manufacturer's instructions, and with the applicable standards and requirements of the National Electric Code.
- f. The Vendor shall be totally responsible for any damage done to any part of University property while carrying out the terms of this Contract. The Vendor shall repair or cause to be repaired at its expense any such damages in manner satisfactory to the University, within two weeks from the occurrence of such damage unless Contract Administrator agrees, in writing, to an alternate proposal. Should the University elect to repair such damage, the Vendor shall reimburse the University for the repair cost.
- g. The Vendor shall make every effort to secure the machine to prevent it from being tipped over if shaken.
- h. The Vendor shall routinely clean up after its operation under the terms of this Contract to prevent any accumulation of debris, equipment, etc., and shall maintain exit ways free and clear at all times.
- i. The Vendor shall make every effort to recycle waste material generated in performance of the contract.
- j. The Vendor agrees that it shall be responsible for the proper custody and care of any University owned property furnished for use in connection with the performance of the Contract and will reimburse the University for its loss or damage.
- k. The University shall have no obligation to make on campus storage space available to the Vendor.
- l. The University has the right to request special stocking requirements for special events, move-in, and other activities that will create additional sales activity.
- m. The Vendor shall have a representative who may be reached twenty-four hours a day to handle emergencies.
- n. The Vendor must provide a proposed delivery schedule and the number employees that will be used for stocking and servicing machines on campus.
- o. The Vendor must identify and provide a plan on how they will manually and remotely monitor inventory, machine jams, and other malfunctions.
- p. The Vendor shall meet with the Contract Administrator weekly during the Contract implementation period and quarterly thereafter and will work cooperatively with them for the development and improvement of the vending services program.
- q. The Vendor shall require its employees, agents and subcontractor vendors to abide by the parking and standing policy under which, the University allows its vendors to conduct business on Campus, including the purchase of required parking permits. The Vendor shall contact the University's Parking Office at the beginning of the Contract to arrange all necessary parking permits. Parking Services is the final authority to determine where delivery and staging can take place.

University shall have final approval for the placement of any new machines or the removal of any machines from a preapproved location prior to any action by the Vendor.

3.05 UTILITIES. The University is responsible for the cost of electric service. The vendor must provide the estimated annual energy consumption for each type of machine they are proposing to install on campus. The University shall not guarantee, however, an uninterrupted supply of

water, electricity, and air conditioning, etc., but it shall be diligent in restoring service following an interruption. The University shall not be liable for any sales and/or product lost that may result from the interruption or failure of any such utility services.

3.06 DELIVERY VEHICLES. The Vendor is responsible for the cost of vehicles it uses to fulfil the service requirements under the terms and conditions of the contract. The University will not provide vehicles. The Vendor is encouraged to utilize as small a delivery vehicle as possible in order to navigate around campus. The Vendor must provide a description of the vehicle(s) that is being proposed to be used on campus.

3.07 ENVIRONMENTAL AND SUSTAINABILITY ASPECTS. In an effort to support the sustainability efforts of TAMU-CC the Vendor is required to take all reasonable steps to (1) remove all waste generated in the process of fulfilling this contract from the campus; (2) recycle any waste material generated, such as, but not limited to, cardboard, paper, plastic, etc.; (3) utilize energy efficient vehicles and equipment; and (4) encourage campus population to recycle product containers after use via POS signage. All signage on machines must be approved by the University.

- The Vendor should describe in detail the business practices or technology that restore and enhance the environment by supplying products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. (i.e., this comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service).
- In an effort to support conservation in University buildings, the Vendor must provide energy efficient equipment and remove all lamps from equipment.
- Please describe any additional support you are willing to provide to assist the University with our sustainability efforts.

3.08 BUSINESS PLAN. The Vendor is required to submit a business plan document that includes an organizational chart for the campus account, account representative/management person(s), job descriptions, a three (3) year Pro Forma, Marketing Plan, a description of how this location/account fits into existing company efforts, and a description of the value Vendor brings to the campus.

The organizational chart shall show the number and line of report for all employees directly involved with this account. This should include the account representative, the operations manager, and the route person, and delivery frequency schedule. The total number of employees assigned to provide service under this proposal must be clearly identified.

The information shall include resumes of the account representative, operations/field manager, and route personnel that will be responsible for this account. Job descriptions for onsite personnel are to be included also.

The three year (3) Pro Forma must include the following broken out by each year:

1. Expected Sales
2. Expected Cost of Goods Sold
3. Expected Gross Profit
4. Expected Expenditures

5. Expected Net (Pre-tax) Profit

3.09 ACCOUNT MANAGEMENT. The Vendor shall submit an account management plan that details how the Vendor intends to maintain and build vending business on the campus. At a minimum, this plan must include information for managing, supervising, and staffing the services proposed as well as addressing creative marketing strategies to increase sales and revenues.

3.10 KEY PERSONNEL. The University requires that the Vendor identify the individual within its organization who:

- is responsible for the financial success of this account
- is responsible for increasing business
- is responsible for developing marketing materials
- is responsible for measuring customer satisfaction

3.11 REFUNDS. The University desires to provide customers the option to have the amount of refund applied directly to their SandDollar\$ Card Account if they so request. The refund amount would be debited from the University's payment to the Vendor of SandDollar\$ Card Account Sales. For cash sales, the Vendor will need to a plan for reimbursement to the customer.

3.12 MARKETING. The Vendor is required to submit a marketing plan for the first year of the contract with the bid response. A marketing plan for subsequent years will be required as part of the annual plan the Vendor will submit to the Vending Contract Administrator prior to June 30 each year. The plan should be as specific as possible as to types of marketing efforts to be conducted such as maintenance of a web site, print ads, table tents,, vendor fairs, samplings, coupons, promotions, customer satisfaction surveys, etc. Vendor must obtain approval of the prior to any marketing material being circulated.

3.13 POINT OF SALE (POS) SIGNAGE. The Vendor is required to provide signage prominently displayed on each machine that includes the machine number and the on-campus party to notify should the machine malfunction, is out of stock, and where the customer may go on campus to obtain a refund for purchased product that is not delivered. The Vendor is responsible for actual placement of materials on machines. All signage on machines must be approved by the University.

3.14 COORDINATED MARKETING. The professional presentation of vending equipment is important. Therefore, the University prefers custom area treatments that provide for the banking of vending equipment in those areas where this type of treatment would enhance the look. The Vendor should propose area treatments and funding for those areas it deems appropriate. The Vendor should also indicate any future investments towards enhancing the look of the facilities where vending machines will be located. The Vendor must take into consideration all fire and safety codes when proposing locations and the size or materials of these area treatments.

The University is interested in custom vend fronts and/or surrounds supplied by the Vendor that would be appropriate for the University setting. The University is open to working with

the Vendor on the design of these custom items and to the idea that they may be used in locations off campus. All designs must be approved by the University.

The University becomes the owner of the area treatments once the work is complete. If the Vendor's machines are part of a themed kiosk provided by another company that is also contracted to provide vending service, the Vendor acknowledges that the custom fronts or surrounds remain the property of the company who provides them.

- 3.15 FUTURE OF RENOVATED FACILITIES.** The University has many on-going construction projects that may or may not affect the placement of vending machine locations now and over time. Below represents the best information available at the time of bidding. These dates or projects may change based on construction schedules and/or economic or other planning considerations. The University reserves the right to change, modify or cancel any project.
- 3.16 ADDITIONAL VENDING PRODUCT/PROGRAM ENHANCEMENTS.** The Vendor may identify unique services, equipment, etc. that it feels sets it apart from other service providers and that would enhance vending services on campus. Such items may include, but not limited to, the use of combo machines, custom area treatments, etc. Any changes to the University's financial compensation or additional cost(s) (for required renovation, construction, etc.) must be clearly defined. Vendor must include the dollar value of any enhancements offered on balance sheet provided with the response. However, the University is not obligated to accept any program enhancements and will be the sole judge as to whether a program enhancement is in the best interest of the University.
- 3.17 REPAIRS AND MAINTENANCE.** Vendor is required to provide for the repair and maintenance, including routine maintenance, of all machines and Card Readers installed on their machines. Vendor must identify their maintenance and service plan for machines on campus. Maintenance services must include unlimited service calls and all labor, travel, and parts. These items are to be provided at no cost to the University.
- 3.18 COMMISSION.** Vendor understands and agrees that the University shall be paid a monthly commission in the form of a percentage (%) of the Vending Gross Sales, with a minimum guaranteed annual commission.

The Vendor can propose a more frequent payment schedule. Should the Vendor fail to provide payment of commission(s) for two (2) months, the University shall withhold any payments(s) due, i.e. SandDollar\$ card sales, up to the amount of the commission expected.

Should the University be required to withhold expected commission for more than two (2) months, the University may exercise its right to terminate the contract.

- 3.19 VENDING MACHINE POS DEVICES.** At a minimum, all machines will be equipped to accept the following at time of installation:
- coins,
 - \$1 and \$5 bills,
 - SandDollar\$ accounts- All Services
 - Debit and Credit Cards.

The University currently uses the CBORD-CS Gold software system. The Vendor is required to utilize card readers that are compatible with CBORD® for vending machines and are fully supported by CBORD-CSGold for use with the CBOARD Transaction System. The readers should be set to track all sales, cash and card.

- 3.20 UNIVERSITY SANDDOLLAR CARD EQUIPMENT.** It is the intent of the University that all Contractors must provide and configure card readers that are compatible with the campus CBORD system. All vending machines located on University property are expected to comply to these standards. The Vendor shall maintain a back-up stock of spare readers that is equal to or greater than 10% of the total machines in operation. Vendor is required to repair and replace card readers as necessary and must make arrangements for service. The Vendor is required to provide and maintain an accurate and updated list of all vending machines in operation, complete with location (building, room/area) and reader type.

SALES THROUGH TAMU-CC SANDOLLAR CARD - All SandDollar sales will be processed utilizing CBORD's UGRYD process. When a debit purchase is made using the TAMU-CC Sanddollar Card in a machine operated by the Contractor, the University will abide by the following procedures: The amount due from Sanddollar card sales will be retained by the University until the affected funds are drawn from the SandDollars account by CBORD via ACH. CBORD will in turn provide the funds to the Contractor's designated account via ACH. The Sanddollar Card office will provide card related sales data electronically to the contractor weekly and a monthly sales summary on or before the 5th of each month. The Contractor will use the reports to reconcile back to its own records, as applicable. In the event of unresolved differences, following each party's good faith efforts to resolve such differences, the detail transaction records shown in the TAMU-CC Sanddollar Card system will prevail.

Contractors should include in their proposals the type of card reader to be used. **The University cannot host card readers on its network that accept credit or debit cards.** Multi-type card readers that accept credit/debit and CBORD SandDollar Stored Value accounts **must transmit on a cellular network.** Credit card reader systems that are compatible with CBORD readers used by the Vendor must state how "bad debt" will be handled. The Vendor will receive payment on a monthly basis. Cash and credit/debit transaction totals will be provided to the University on a monthly basis for the purposes of billing verification. The University will not be responsible for any data processing charges incurred for using the Blackboard system. For acceptance of credit cards, the Vendor must be in compliance with all PCI Security Council standards.

- 3.21 MONTHLY AND ANNUAL REPORTING.** Vendor to provide a sample copy of a monthly report that includes the following information:

- Sales by machine type and location
- Sales by specific product
- Gross revenue per machine
- Tax amounts paid (if applicable)
- Applicable commission rates
- Commission amounts (per product, per vending machine and total)
- Method of customer payment (cash, credit, debit, Spartan Card).

3.22 BEVERAGE MACHINE VENDING INFORMATION. Currently there are 61 beverage vending machines on campus. The University is open to re-evaluate the current mix of beverage machines for installation on campus that are of sufficient type and capacity to handle necessary volume.

3.23 CERTIFICATION AND SAFETY LABELS. PRODUCT SAFETY LISTING: All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the University as described in this RFP are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the University Quality Acceptance Inspection.

The Vendor must connect equipment to electrical circuits by plug only, using a cord of such length that neither the cord nor the plug is exposed to either side of the machine, or of a machine group if two or more are placed next to each other. No extension cords may be used. Maximum cord length is 10 feet. If machines use a grounding circuit, then the Vendor is responsible for making certain that machines are always grounded. Any problems with electrical circuits must be reported to Contract Administrator immediately.

Should it be necessary to 'hard-wire' equipment to the electric source, the connection must be made by the University's Facility Operations group or a duly appointed contractor acting on their behalf at the expense of the Vendor in coordination with the University's Facilities Operations.

3.24 TRANSITION ASSISTANCE. Transition services shall commence upon signing a letter of award by the University. Immediately after the notice of award, the Vendor shall designate appropriate employees to begin planning in conjunction with the Director of University Services and Manager, Vending Services to insure fulfillment of all its obligations. The Vendor will be expected to provide professional coordination services upon execution of the Contract, the expenses of which will be borne by the Vendor. The Vendor will be expected to attend meetings as required by the University to assist in the preparation for the takeover of operations. The Vendor must provide a calendar of events for the complete transition period for approval by the University. All other services shall commence on or about 30 days from contract award and shall remain in effect through the end of the contract term unless terminated, cancelled, or extended as otherwise provided herein. There will be a maximum 90-day overlap period between contractors at the end of the current contract period to allow for a smooth and orderly transition and to provide for uninterrupted service. Any existing vendors must provide a complete list of all current machines on campus, age, location and plan to reuse

for approval by the University.

If this Contract is not renewed at the end of this term, or is cancelled prior to its expiration, for any reason, Vendor shall provide, at the option of the University, up to three (3) months after such end date all such reasonable transition assistance requested by the University, to allow for the expired or cancelled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the University or its designees. If the University exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The University shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

3.25 CONTRACT ADMINISTRATION. The Vendor shall designate and make available to the University a project manager. The project manager shall be the University's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service. The Vendor, at the request of the University, shall meet periodically with the University Services designee for Vending monthly. The purpose of these meetings will be to review project progress reports, discuss Vendor and University performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

3.26 POOR PERFORMANCE. The Vendor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance against the Vendor shall be documented by the University and submitted to the company for corrective action, review, and file. The Vendor shall have a maximum of thirty (30) days to correct the issue (cure period). More than two (2) cure periods in any University fiscal year or more than four (4) cure periods during the term of the contract shall be viewed as excessive and shall be deemed a breach of these specifications and shall be the cause for immediate termination of the contract. Poor performance will include, but not be limited to, regular or recurring customer complaints, poor quality service from equipment, poor staff or customer service, poor sanitation, consistently out of date product, deliberate changes in quality of products, and failure to adhere to the standards established by the RFP.

The University shall hold 10% of payments due to the Vendor in escrow until poor performance is resolved to the satisfaction of the University.

3.27 TERMINATION. The contract may be terminated in writing by either party no less than ninety (90) days written notice of the intention to terminate as of the date specified. If the contract is terminated by the University for any reason prior to the expiration of this term, the Vendor must continue the operation of the vending services until a new Vendor can be selected provided this period shall not exceed six (6) months.

3.28 SPONSORSHIP OPPORTUNITIES. The Sponsorship program must be developed to support the University and Athletics. The University sponsorships will be managed through University Services and the Athletic Sponsorship will be managed through Athletics. Below

are items expected for exclusivity contract. University Services, Athletics and Vendor will each have one central contact for managing their specific request.

UNIVERSITY SPONSORSHIP

- Beginning of every Hurricane Season 186 cases of water need to be stored on campus.
- Student Organizations events 400 cases and coolers for serving
- Special University Event per years:
 - Waves of Welcome 62 cases of Water
 - Move-IN 62 cases of Water
 - Islander Lights- Community Event 110 cases of water per year
- Annual Student Scholarship Contribution

ATHLETICS SPONSORSHIP

- Annual Student Athlete Scholarship Contribution
- 350 cases of a combination of 12 oz bottled carbonated soft drinks, 16.9oz of water and 12 oz electrolyte drinks per year.
- 700 gallons of electrolyte powder mix and 80 cases of ready to drink protein drinks per year.
- Each year during the term, the vendor hall provides complimentary Sideline Support (including towels, coolers, bottles, cups, etc.) with an estimated value of \$6,000.
- To secure the exclusive advertising and marketing rights through Athletics, the vendor must participate in a platform of advertising inventory at a minimum cash investment of \$35,000 per year. Specific advertising elements provided can be negotiated to meet the needs of the vendor, providing the minimum threshold of \$35,000 is met each year the winning bid is awarded. For purposes of this RFP, the exclusive beverage category advertising rights that will be purchased with respect to Athletics will cover the following distinct sub-categories: Carbonated Beverages, Bottled Water, Isotonic/Electrolyte Replacement Drinks.

Examples of elements available to the vendor may include but are not limited to:

Sponsorship Area	Description and Benefits	Sponsorship Amount
Athletics –	<p><u>TAMU-CC Athletics Sponsorship</u></p> <p><u>All Sport</u></p> <ul style="list-style-type: none"> • Internet: Proud Partner rotator at @goislanders.com (currently four existing sponsors featured) • Logo placement on season schedule posters • PA Read and Videoboard Recognition (all campus venues) • <u>Baseball</u> • Outfield Fence Signage • ESPN+ Broadcast Spot - :30 per game (Season) <p><u>Men’s Basketball</u></p> <ul style="list-style-type: none"> • Game Sponsorship (1 Game) • Game Program Ad (1 Page) • Presenting sponsorship of Islander Madness. Islander Madness is the annual basketball student tip off event for Islander Students and fans. <p><u>Women’s Basketball</u></p> <ul style="list-style-type: none"> • Courtside Signage • Game Program Ad (1 page) <p><u>Soccer</u></p> <ul style="list-style-type: none"> • Field Level A-Frame Signage • Scoreboard Signage • Game Sponsorship (1 Game) <p><u>Softball</u></p> <ul style="list-style-type: none"> • Outfield Fence Signage • ESPN+ Broadcast Spot - :30 per game (Season) <p><u>Volleyball</u></p> <ul style="list-style-type: none"> • Courtside Signage • Game Sponsorship 	\$/year

SECTION 4

PROPOSAL INFORMATION

4.1 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	10/30/2022
Deadline for Submission of Questions	11/16/2022
Deadline for Submission of Proposals	12/06/2022
Opening	12/06/2022
Expected Award of Contract (anticipated)	12/16/2022
Expected Contract Start Date (anticipated)	06/01/2023

4.2 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 4.5 for URL.

4.3 PREPROPOSAL CONFERENCE. There will be no pre-proposal conference. Vendors are welcome to visit the campus at their convenience.

4.4 PROPOSAL REQUIREMENTS.

(a) Submissions: Respondents shall submit one (1) original of Exhibit A, HUB Subcontracting Plan, and one (1) original Section 6, Execution of Proposal, along with one (1) original and 4 digital copies (ie. USB thumbdrive) 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 8 - 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) **Historically Underutilized Businesses (HUB) Sub- Subcontracting Plan: Exhibit A** – The HUB Subcontracting Plan (the "Plan") shall be completed, signed, and returned with the Proposal. Include all subcontractors on the Plan; state whether each subcontractor has been certified as a HUB by the State of Texas; and if certified, provide the most recent date of certification. Complete the remainder of the Plan forms as directed. Failure to complete and return the Plan with the submitted Proposal will result in rejection of the Proposal.
- (3) **Signed Execution of Proposal: Section 6** – Failure to sign and return the Execution of Proposal with the submitted Proposal will result in rejection of the Proposal.
- (4) **Commission Proposal Worksheet: Section 7** –The Commission Proposals shall be submitted and contain the information as outlined on the worksheet.
- (5) **Financial Information:** Provide audited balance sheets for the past two (2) years, or other acceptable evidence of financial stability. If two (2) years of financial information are not available, this information shall be provided to the fullest extent possible, but not less than 12 months. If an offeror has less than two (2) years, offeror must explain the reason why they are not available. Copies of income tax returns are **not** acceptable. Provide information as **Exhibit B: Financial Information.**
- (6) **Project Staff:** Provide the name, title, qualifications and experience of the individual(s) who may be assigned to plan, design, manage, and maintain the facilities as covered under the Scope of Work. A criminal background check must be provided for each person servicing the residence halls. Anyone with a felony conviction will not be allowed access to the facilities. Supplier personnel who successfully complete the University's criminal background check will be provided card access to the residence halls Monday through Friday from 8:00 a.m. to 5:00 p.m. The provided access card is not transferable to other supplier personnel.

Please disclose whether the firm, or any of its partners, members, associates or employees, has within the last ten (10) years, been convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether any of the firm's partners, members, associates or employees, has within the last five years, been convicted of any crime or offense. If so, please describe any such convictions and surrounding circumstances in detail. Failure to provide this information may result in the response to the request for proposal (qualifications) being deemed non-responsive.

(7) **Technical Proposal:** This information should address how your company can and will provide the installation, procedures, methods of operation, marketing plan and customer service specifications outlined in the Scope of Work. The areas of specifications should be organized and responded to in the exact order in which the requirements are presented in the RFP

(8) **Procedures, Marketing and Customer Service:**

1. Implementation of the card reader system plan for the University.
2. Detail procedures and methods to operate the beverage machines and maintain a high level of service to the University and the patrons. Detail the resources and actual plan of follow-through of service to be provided to this account.
3. Procedures to provide refunds to patrons that have lost funds in the beverage machines will be mutually agreed upon by the successful Offeror and the University. The procedures must be approved by the University.
4. Describe procedures to report inoperable machines, repair/servicing schedules, response time to service calls and procedures for providing replacement equipment when machines cannot be repaired on-site.
5. Include in the Technical Proposal a description of the company's internal accounting programs for:
 - Card operated beverage service personnel accounting controls
 - Methods of recording, checking and reporting sales
 - Internal Audit Systems
6. Include samples of regular accounting and inventory control forms used with detailed explanation of each and their importance. List current accounts that have experienced your on-site auditing procedures.
7. Provide a plan to enhance the beverage vending areas that would support recycling and energy saving practices.

8. Supplier shall propose an aesthetically pleasing décor package such as mechanical upgrades the company is willing to make or fund that will enhance the performance of machines for the patrons.
9. Detail campus marketing activities that will be provided to assist in enhancing beverage vending sales.

(9) 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.

4.5 INQUIRIES

- (a) All inquiries shall be submitted in writing to **William Felsberg** at facsimile **361-825-3434** or by e-mail to **William.felsberg@tamucc.edu** by **11/16/2022 by 2:00 pm** Central Standard Time, the date listed as the deadline for submission of questions as specified in Section 4.1 above.
- (b) All inquiries will result in written responses with copies posted to the Electronic State Business Daily, available at <https://www.txsmartbuy.com/esbd>, 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.

4.6 PROPOSAL SUBMISSION.

- (a) All Proposals shall be received and time stamped at TAMU-CC prior to **2 pm**, Central Standard 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.

4.7 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>
---	---

4.8 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.

4.9 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:

Criteria	Weight
Financial Proposal <ul style="list-style-type: none"> • The total perceived value of the proposal including total return to TAMU-CC • Enhancements • Cost to users • Relevance and desirability 	<u>30</u> %
Corporate Expertise & Experience <ul style="list-style-type: none"> • References, qualifications, and background • Expertise in providing service to college and university campuses, past performance • Financial resources/stability, social and legal responsibility • Organizational structure and staff support 	<u>20</u> %
Product Approach <ul style="list-style-type: none"> • Quality, desirability, branding, variety, and appropriateness of all products offered • Efficiencies, cost savings • Health and wellness • Responsiveness and flexibility • Proposed route labor and schedule, management, and staffing • Repairs and maintenance response • Completeness of proposal • Age, design, quality, energy efficiency and features of equipment • Integration with TAMU-CC Card equipment and program 	<u>30</u> %
Vision & Growth <ul style="list-style-type: none"> • Marketing initiatives • Vending program branding and identity concepts • Plans and initiatives to increase revenue of TAMU-CC Vending • Understanding industry drivers to maximize opportunities • Ability to understand TAMU-CC business requirements and internal operational culture 	<u>15</u> %
Value Add <ul style="list-style-type: none"> • In addition to the opportunities listed in the RFP, Vendor can suggest additional sponsorships or business opportunities that would bring value to TAMU-CC community. 	<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 5

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:

3 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"

4 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.

5 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 \$_____.

6 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:**Coverage****Limit****4.5 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 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 6
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 7
Commission Proposal Worksheet

Proposal Commission Summary.

SECTION 8**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 9
REFERENCES

List below other organizations (users of similar size and structure to Texas A&M University-Corpus Christi preferred) for which these or similar services have been provided:

List must include a contact name and current phone number.

Company Name _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

Company Name _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

Company Name: _____

Address: _____

City, State, Zip code: _____

Contact Person: _____

Telephone Number: _____

Dates of Service: _____

EXHIBIT A 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 <u>do not</u> 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 A (Attachment A)

Rev. 2/17

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/passcmbllsearch/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		\$	%
	<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		\$	%
	<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)

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: 95%;" type="text"/>	Requisition #: <input style="width: 95%;" 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		\$	%
	<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.



Rev. 2/17

HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.285 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: _____	
Point-of-Contact: _____	Phone #: _____
Requisition #: _____	Bid Open Date: _____ <small>(mm/dd/yyyy)</small>
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 _____
<small>Central Time</small>	<small>Date (mm/dd/yyyy)</small>
<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>	
<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>	
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
