REQUEST FOR PROPOSAL
Sam Houston State University
A Member of The Texas State University System
Procurement and Business Services

RFP 753-16-001WHT: MICRO SEWAGE TREATMENT PLANT

Mail Proposals To:
Sam Houston State University
Procurement & Business Services
Box 2028
Huntsville, TX  77341

Deliver Proposals To:
Sam Houston State University
Procurement & Business Services
CHSS Bldg - 1901 Avenue I, Suite 452
Huntsville, TX  77340

ALL PROPOSALS MUST BE RECEIVED BY:
February 5, 2016 @ 3:00 p.m. CT (Central Time)
FAXED PROPOSALS WILL NOT BE ACCEPTED

Show RFP Number, Opening Date and Time on Return Envelope

Note: A proposal must be received and time stamped at Sam Houston State University by the hour and date specified for a proposal to be accepted for consideration. After receipt, only the names of offerors will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

In the event that Sam Houston State University is closed due to inclement weather and/or emergency situations at the time set aside for the published proposal opening, the published due date will default to the next open business day at the same time.

Agency Invoice Address:
Sam Houston State University
Disbursements
Box 2185
Huntsville, TX  77341

Refer Inquiries To:
Procurement and Business Services
William H. Tidwell Purchaser II
Telephone No:  936-294-1904
E-mail:  pur_wht@shsu.edu

All proposals should be completed as required by the instructions in this Request for Proposal, signed, and returned by the date and time specified.

Note: Failure to sign and return the Execution of Offer will result in the rejection of the proposal. (Required form is included with this Request for Proposal, (Section E.)
Proposals received without a completed HUB Subcontracting plan will be rejected. (Required form is included with this Request for Proposal, Section G.)
Proposals received without a Bid Bond will be rejected, (Section B.5e).
All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.
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SECTION A  INTRODUCTION / BACKGROUND / OVERVIEW

A-1 Information about Sam Houston State University

Sam Houston was founded in 1879 and stands today as the third-oldest public university in Texas and the state's fifth oldest continuously operating institution of higher education. With nearly 100,000 graduates, SHSU has touched the lives of generations of Texans by helping to shape the economic, social and cultural development of this state and beyond.

The establishment of Sam Houston Normal Institute was authorized by Texas Governor Oran M. Roberts on April 21, 1879. On October 10 of that year "the Normal" opened with 109 students, four faculty members and its first principal, Bernard Mallon. Created to train school teachers, today's Sam Houston State University offers a broad range of academic programs leading to Bachelor's, Master's and Doctoral degrees. Many of its academic programs and faculty have attained national and statewide recognition.

Sam Houston State University serves one of the most diverse populations of any education institution in Texas. Admission requirements were strengthened six years ago. In the fall of 2014, SHSU experienced another record enrollment, with approximately 20,000 students. The physical plant is undergoing significant expansion and improvements at a cost of more than $250 million. Central to the university's recent achievements is a dedicated faculty and staff that provide a caring education environment for students to learn and develop. With namesake, ties to Texas history and a record of 130 years of service to the people of the state, Sam Houston State University is truly "a great name in Texas education."

A-2 SCOPE OF PROPOSAL

Sam Houston State University ("SHSU" or "University" herein), through this Request for Proposal ("RFP") is seeking a qualified manufacturer to provide a complete and comprehensive aerobic biodegradation self-contained waste water treatment plant in addition to a comprehensive maintenance contract for that plant. The equipment and maintenance contract requested shall conform, at a minimum, to the specifications detailed in Sections D. Interested companies ("Proposers", "Vendor", or "Contractor" herein) are requested to submit proposals ("Proposals").

SECTION B  PROPOSAL INSTRUCTIONS AND REQUIREMENTS

B-1 Proposal Delivery Instructions

B-1a Proposals Must Be Received By: February 5, 2016 @ 3:00 p.m. CT (Central Time)

B-1b Proposal Delivery: The proposal must be time stamped at SHSU Procurement and Business Services before the hour and date specified for receipt of proposal. The Proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in the Procurement and Business Services Office prior to the specified opening date and time as specified on the RFP form. If the proposal is hand carried to SHSU, Procurement and Business Services is located in CHSS Building, Suite 452.

Mail Proposals To:
Sam Houston State University
Procurement & Business Services
Box 2028
Huntsville TX 77341

Deliver Proposals To:
Sam Houston State University
Procurement & Business Services CHSS Bldg
1901 Avenue I Suite 452
Huntsville TX 77340
B-1c  **Unacceptable Proposal Delivery Methods:** The University will not accept proposals submitted by telephone, facsimile (fax) transmission, or electronic submission (e-mail disk, CD-ROM, etc.) in response to this RFP. **Faxed proposals are not acceptable.**

B-1d  **Proposer Responsibilities:** Persons signing the proposal must have the authority to bind the firm in a contract. Late offers will be returned to Respondent unopened.

B-1e  **Proposal Envelope/Box/Container:** Each proposal should be placed in a separate envelope, box, or container that is completely and properly identified with RFP number, due date and time. It is the proposer’s responsibility to have the proposal correctly marked and to SHSU Procurement and Business Services by the specified date and time for receipt.

B-1f  **Read and Respond:** Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Failure to submit a complete response may result in disqualification of Proposer’s proposal.

B-2  **RFP Methodology/Process**

B-2a  **Proposer’s Acceptance of Evaluation Methodology:** By submitting a proposal, the proposer acknowledges acceptance of the proposal selection process, the criteria for award, the scope of services and conditions under which the services are to be performed, the terms and conditions of the RFP, and all other requirements and specifications set forth in this RFP. In addition, the proposer recognizes that some subjective judgments must be made by the University during the RFP process.

B-2b  **Selection Process:** The University will be the sole judge of the appropriateness and completeness of any and all submitted proposals. The University reserves the right to reject any or all proposals and in particular any proposal not containing the complete data or information requested. After the proposals are evaluated, the University reserves the right to further negotiate with the proposer(s) receiving the highest evaluation score, based on the criteria set forth. The University will review all proposals from proposers that meet the requirements and have properly followed all instructions, completed and manually signed the Execution of Offer.

B-2c  **Criteria for Award:** The successful proposer, if any, selected by the University, in accordance with the requirements and specifications set forth in this RFP, will be the proposer that submitted a proposal in response to this RFP, on or before the submittal deadline, which is the most advantageous to the University. The factors to be considered by the University in evaluating proposals and selecting the successful proposer for this award, will be those factors listed, with their relative weights, in Section C of this RFP.

B-2d  **Public Information:** The University considers all information, documentation and other materials submitted in response to this RFP to be of a non-confidential and non-proprietary nature unless otherwise indicated by the proposer in accordance with section 1.11 of the Terms and Conditions located in Section F. All information not clearly marked as proprietary or confidential may be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001) after all contracts associated with the award are executed. Proposer is hereby notified that the University strictly adheres to all statutes, court decisions, and the opinions of the Texas Attorney General with respect to disclosure of public information.
B-2e  Costs of Preparing Proposals:
   a. The proposer shall bear, as its sole risk and responsibility, any costs that arise from
      preparation of the proposer's response to this solicitation.
   b. Proposals should be prepared simply and economically, providing a straightforward, concise
      description of Proposer's ability to meet the requirements and specifications of this RFP.
      Emphasis should be on completeness, clarity of content, and responsiveness to the
      requirements and specifications of this RFP.

B-2f  Negotiations or Discussions: If possible, an award will be made without holding negotiations. If
      negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations
      will only be held with proposer(s) who receive the highest evaluation score. Therefore, do not
      anticipate negotiations being held. Best and Final Offers will only be requested if negotiations are
      held. Therefore, you are strongly encouraged to submit your best offer at the date and time
      proposals are due.

B-2g  Presentations: Sam Houston State University may, at its sole discretion, invite selective
      responsive firm(s), at the firm(s) expense, to give an oral presentation and respond to questions.

B-2h  Pricing: Include any and all costs of materials, parts, labor, equipment, facilities, travel, lodging,
      overhead, profit, delivery, installation, etc. in the unit pricing for this proposal.

B-2i  Property of the University: Proposals and any other information submitted by Proposer in
      response to this RFP shall become the property of University.

B-2j  Conditional Clauses: Proposals that are qualified with conditional clauses; alter, modify, or revise
      this RFP in any way; or contain irregularities of any kind are subject to disqualification by
      University, at its option.

B-2k  Proposal Validity Period: Each proposal must remain valid, for University's acceptance, for a
      minimum of forty-five (45) days after the Submittal Deadline, to allow time for evaluation, selec-
      tion, and any unforeseen delays. The successful proposal accepted by University shall remain
      valid for the full term of the Agreement or other contractual arrangements resulting from this RFP

B-2l  Modification or Withdrawal: Except as otherwise provided in this RFP, no proposal may be
      changed, amended, or modified after it has been submitted in response to this RFP. However, a
      proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No
      proposal may be withdrawn after the Submittal Deadline without the University's consent, which
      shall be based on Proposer's submittal of a written explanation and documentation evidencing a
      reason acceptable to the University, at its sole discretion.

B-3  Proposer Questions and Addenda

B-3a  Proposer Questions: After the RFP is advertised, proposers will have until January 21, 2016
      @ 11:00 a.m. CT, to submit written questions for clarification of the proposal. Send questions
      to William H. Tidwell via e-mail to pur_whit@shsu.edu or fax to 936-294-1997. All questions
      submitted and received will be reviewed, consolidated where possible, and answered in one
      addendum to the proposal. The addendum will be posted on the Texas Electronic State Business
      Daily web page at http://esbd.epa.state.tx.us/ and the Walker County Alliance web page at
      www.shsu.edu/wea. Addenda are usually posted within three (3) business days unless the
      questions involve legal issues or complex subjects. It is the responsibility of the proposer to
      monitor the website for addenda or other written responses.
Addenda to Request for Proposal and Award Information: If it becomes necessary to revise any part of this RFP, including the answer of technical questions, a revision will be given in the form of an addendum. All addenda shall become a part of this Request for Proposal. The addendum will be posted on the Texas Electronic State Business Daily at http://esbd.cpa.state.tx.us/ and on the Walker County Alliance web page at www.shsu.edu/wca. It is the responsibility of the proposer to monitor the website for addenda or other written responses. In addition, information about the award will be posted on both web sites.

Pre-Proposal Conference: A pre-proposal conference will be held:

Wednesday, January 20, 2016 at 10:00 a.m. CT

Sam Houston State University Physical Plant
2424 Sam Houston Avenue, Building B
Huntsville, Texas 77340

It is highly recommended that all interested Contractors attend this pre-proposal conference. A site visit will occur at this time. I would appreciate a notification in writing by Tuesday, January 19, 2016 at 11:00 a.m. CT informing me if you plan to attend and how many will be attending, you may e-mail, pur_wht@shsu.edu or fax at 936-294-1997.

General Information

Intended Use: The University will utilize the deliverables identified in the Specifications for a complete and comprehensive waste water treatment plant.

Class and Item: 890-95, 936-91

Contact with the University: Contacts with the University must be through SHSU Procurement and Business Services. Procurement and Business Services may refer you to other individuals or departments for technical matters. Proposers are reminded that SHSU is not bound by any oral statements or representations. SHSU Procurement and Business Services is the only department that has the authority to provide official answers to questions, conduct discussions or negotiations, or enter into any binding agreement for this project.

Parties to the Proposal/Resulting Contract: Sam Houston State University (SHSU) and the Contractor. Facilities Management is a department of SHSU.

Bid Bond: A cashier’s check, letter of credit, or bid bond executed by a corporate surety or sureties authorized to do business in the State of Texas, in the amount of $10,000.00 must accompany the proposal, please include a self-addressed envelope. The security must be made payable to Sam Houston State University. Failure to comply will result in rejection of the proposal.

Termination/Cancellation/Extension: In the event that the awarded contractor is non-compliant with any portion of the contract, Sam Houston State University will give the contractor thirty (30) days written notice to comply. If compliance is unsatisfactory after the thirty (30) days, Sam Houston State University has the right to terminate the contract.
If Sam Houston State University elects not to renew the maintenance contract for any optional year the University, on or before August 1 of the current contractual year, will send the Contractor a certified letter, to the address and contact listed in the proposers response, stating the University’s intent either to terminate the agreement on August 31st or extend the agreement for the option year under the pricing submitted in response to this RFP.

Either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other party.

B-6 Proposal Content, Preparation and Submittal Instructions

B-6a Execution of Offer: Please complete, sign and return the attached Execution of Offer as part of the proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. **Failure to sign and return the Execution of Offer will result in the rejection of the proposal.**

B-6b Number of Copies: Proposer should submit a total of five (5) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

B-6c Submission

1. Proposals must be received by University on or before the Submittal Deadline at the location stipulated.
2. Proposer should submit all required proposal materials enclosed in a sealed envelope, box, or container. The RFP and the Submittal Deadline should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.
3. University will not consider a proposal received after the Submittal Deadline under any circumstances.
4. University will not accept proposals submitted by telephone, facsimile (“FAX”) transmission, or electronic transmission (“E-mail, disk, or CD-Rom”) in response to this RFP.

B-6d No-Response: An entity wishing to submit a ‘No-Response’ is requested to return the Execution of Offer. The returned form should indicate the responding entity’s name and should include the words ‘No-Response’ on the Execution of Offer form.

B-6e Page Size, Binders, and Dividers: Proposals should be typed on letter-size (8-1/2” x 11”) paper, and should be submitted in a binder. Preprinted materials should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

B-6f Table of Contents: Proposals should include a Table of Contents with page number references. The Table of Contents should contain sufficient detail and be organized according to the same format as presented in this RFP, to facilitate easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.
B-6g **Format for Proposal:** Proposer shall submit proposals using substantially the following format in terms of order of content. Proposer shall make every effort to present the required information in a detailed, orderly, and compact presentation. Long or elaborate proposals are not desired.

Cover page:
Execution of offer, including pricing page(s):
Bid Bond:
Table of Contents:
Executive Summary of Proposal:
Company Information and History: including, but not limited to the following:
  Company name, Federal Tax Identification Number, company address, contact information (company and proposer’s representative).
All required information as requested in the Evaluation Criteria, Sections C-3a, C-3b, C-3c and C-3d, as well as any additional information the Proposer feels is relevant to their proposal.
The Contractors HUB Plan and all required HUB documentation.

**NOTE:** The above listing of items to be included in the proposal submission is a summary provided to aid proposers in putting together their proposal package. Any items stated in other sections of the RFP, but not listed in this section, are still required to be provided as part of the proposal submission.

B-6h **Qualifications and References:**

a. Each contractor shall submit evidence of qualifications which would indicate the ability to satisfactorily perform the services defined elsewhere in this document. Contractor shall provide proof of continuous operation in the waste treatment industry for no less than five (5) years.

b. References: Contractor should submit, along with contact name and phone number, at least five (5) commercial or higher education accounts serviced by the Contractor for at least two (2) years with the type of equipment requested in this RFP. The University reserves the right to contact these businesses, institutions, etc. and requests that contact information for that company be included for each account. Failure to comply may result in rejection of the proposal.

B-6i **Insurance:** Contractor should provide proof of insurance with his response, if not proposer must provide proof of insurance to the SHSU’s Facilities Management Representative before any work is performed. Contractor shall procure and maintain the minimum insurance policies, see Section H, and shall name the University as an additional insured party as appropriate; and upon execution of a contract to operate. SHSU’s minimum requirements located in Section H, page 30.

B-6j **Required Timeline**

a. Issue RFP on or about January 4, 2016
b. Notification of intent to attend Pre-proposal: January 19, 2016
c. Pre-proposal Conference: January 20, 2016
d. Last Day for questions: January 21, 2016
e. Proposal due: February 5, 2016
The State of Texas Historically Underutilized Business (HUB) Subcontracting Plan:

a. Proposals over $100,000 (including initial award and all potential option/extension periods) submitted without a HUB Subcontracting Plan will not be considered for award.

b. Sam Houston State University has adopted the TPASS rules as their own HUB rules (Texas Government Code 2161.003 – Agency Rules and Texas Administrative Code (TAC) Title 34, Part 1, Chapter 20, Subchapter B, Rule 20.15. It is the policy of the University to encourage the use of small and historically underutilized businesses by making good faith efforts to increase purchases and contract awards through race, ethnic, and gender neutral means. The goal is to promote full and equal business opportunity for all businesses. The University will make a good faith effort to assist small and historically underutilized businesses in receiving a portion of the total contract value for all contracts for construction, services, including professional and consulting services, and commodities purchases. The University has determined that that subcontracting opportunities are probable under this contract.

Proposers who intend to subcontract must perform their good faith effort in completing the HSP. Failure to do so will result in disqualification. When completing the HSP make note that the University’s HUB goals are as follows:

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<td>Professional Services</td>
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<tr>
<td>Other Services</td>
<td>12.00%</td>
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<tr>
<td>Commodities</td>
<td>25.00%</td>
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c. HSP forms have been provided, Section G. On-line HSP forms and an instructional video for properly completing the HSP are available at:

http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/

You are strongly encouraged to view the on-line training video for the HUB Subcontracting Plan (HSP) before preparing your plan.

d. For assistance or if you have any questions regarding the HSP, please contact Sam Houston State University's HUB Coordinator, Bob Chapa, at (936) 294-4670.

B-8 CONTRACTUAL REQUIREMENTS

B-8a Contract and Contract Administration: The contract between the University and the awarded Contractor shall consist of a purchase order issued for the time period listed in this RFP. The University’s Terms & Conditions and this RFP (including addenda) shall form the basis of the agreement between the University and the awarded Contractor. Contract administration will be by SHSU Procurement and Business Services in conjunction with Facilities Management.

B-8b Purchase Order Changes: All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by any addenda or interpretation that is not in writing. All changes must be supported by a written Purchase Order Change Notice prepared and processed by SHSU Procurement and Business Services. Other SHSU personnel do not have the authority to issue changes, oral or written, to the resulting purchase order.
B-8c  **Invoice and Payment:**

A. SHSU is an agency of the State of Texas and is Tax Exempt
B. Payment will be made by SHSU's Disbursement & Travel Services after receipt of a correct invoice and receipt of a Payment Approval Form from the department.
C. Submit original invoice to:
   
   Sam Houston State University  
   Disbursements & Travel Services  
   Box 2185  
   Huntsville, Texas 77341  
   Phone: 936-294-3385  
   Fax: 936-294-3796

**SECTION C  EVALUATION CRITERIA**

C-1  **Review Panel:** Proposals will be evaluated by a review panel on the basis of the criteria listed below. Relative weights of the criteria are listed below. Only criteria designated in the solicitation can be considered in the award determination.

C-2  **Weighted Values:** Evaluation criteria will be weighted as follows:

<table>
<thead>
<tr>
<th>Price Evaluation Criteria</th>
<th></th>
<th>50 PTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Price for Basic Equipment delivered to the Main SHSU Campus in Huntsville, Texas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Price for five (5) year Maintenance contract</td>
<td></td>
<td></td>
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<tr>
<td>- Escalation percentage over yearly cost for additional years on the Maintenance Contract</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Equipment Evaluation Criteria</th>
<th></th>
<th>25 PTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Quality of construction</td>
<td></td>
<td></td>
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<tr>
<td>- Critical redundancy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- BACNet/MODBUS Compatibility and Controls</td>
<td></td>
<td></td>
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<tr>
<td>- Quality of Effluent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Adaptability to site</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposer’s Experience</th>
<th></th>
<th>15 PTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Proposers experience with similar service projects for the Federal Government, State of Texas, State of Texas County Governments, Texas Municipalities, K-12 Education, or Higher Education</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposer’s Qualifications/Business History</th>
<th></th>
<th>10 PTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Business references-current customers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Quality of RFP response and how well did the Proposer follow the instructions of the RFP</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total                                      |                        | 100 PTS |
C-3 Evaluation Criteria

C-3a Price Evaluation Criteria (50 PTS)

Price for Basic Equipment – Cost including all labor, parts, material, equipment, travel expenses, insurance, coordination, and any other cost(s) required to deliver the equipment FOB to Sam Houston State University East Utility Plant

Price for Five (5) Year Annual Maintenance Contract – The proposed price for a five (5) year annual maintenance contract, terms are outlined in Section D.2.

Escalation additional years on Maintenance—percentage escalation if any, for additional option years beyond the initial maintenance contract

C-3b Equipment Evaluation Criteria (25 PTS)

Quality of Construction – The proposer shall provide a thorough outline of the materials of construction, an over-view of how the equipment is laid out and the standards by which the equipment is fabricated and constructed.

Critical Redundancy – Provide a detailed listing of your plan for redundancy. Which equipment is considered “critical” and how is the failure of this equipment mitigated. A single point of failure for “critical” equipment is not favorable.

BACNet/MODBUS Compatibility and Controls – Outline the control scheme for this equipment and list the I/O that is accessible via BACNet or MODBUS protocol communication. This is important as this equipment will be monitored by our existing process SCADA system.

Quality of Effluent - What is the quality of the expected effluent for this system? The following parameters are important; BOD, COD, TDS and TSS.

Adaptability to Site – What is the overall size of the equipment (outside to outside dimensions). Effluent/Influent connections and pump locations. Detailed equipment listing and layout. Ability to adapt to existing sanitation manhole.

C-3c Proposer’s Experience (15 PTS)

Proposer shall provide detailed information on their experience with similar service projects undertaken for the Federal Government, State of Texas, State of Texas County Governments, Texas Municipalities, K-12 Education, or Higher Education for the last five (5) years. Proposer shall provide, at minimum, the name of the institution or entity, contact information and a brief description of the project including dollar amount and duration of project to completion.

C-3d Proposer’s Qualifications/Business History (10 PTS)

Business References—Proposer should provide a minimum of five active business references, including business name, contact person, and contact information.

Quality of RFP Response – The quality of the RFP response and how well did the Proposer follow the instructions of the RFP.
Section D  EQUIPMENT REQUIREMENTS AND SPECIFICATIONS

D.1.1 Sam Houston State University through this Request for Proposal is seeking a qualified equipment manufacturer to provide a complete and comprehensive aerobic bio-digestion self-contained waste water treatment plant to be the focal point for a water reuse project at the Sam Houston State University Main Campus in Huntsville, Texas.

D.1.2 The footprint of the primary treatment equipment must be within 13 ft. x 35 ft. to provide adequate clearance on the site selected for this plant.

D.1.3 Influent for the plant will be from a manhole located within 50 ft. of the treatment site. The manhole is connected to a 12” sanitation main for the City of Huntsville, Texas. The manufacturer must provide a pump sized adequately to lift water from the bottom of the manhole (~15 ft. invert) to the influent pipe of the treatment plant. The pump must be self-contained and suitably designed for submerged service in a sewage environment. The Owner will provide the piping and electrical connection services only. The Manufacturer must provide all controls, disconnects, starters or other control devices for the proper operation of the pump.

D.1.4 The 12” sanitation main that will provide the influent for this equipment is primarily sewage from; residential units, university education facilities and sports/entertainment facilities.

D.1.5 Influent limitations are less than 2400 mg/l for BOD and less than 600 mg/l for TSS. Removal of coarse solids are responsibility of manufacturer’s equipment. Pump inlet screens and/or trash tank (prior to first treatment tank) are the responsibility of the manufacturer if required.

D.1.6 The treatment plant must be designed to provide 25,000 to 37,500 GPD of effluent. Provisions must be made to operate the plant at 25% capacity without any degradation of effluent quality.

D.1.7 The plant must be designed to operate in parallel with City of Huntsville water to supply water to the SHSU East Plant Cooling tower. Controls shall include valve modulation with proportional control and VFD modulation of effluent pump to match city pressure within 0.5 psi.

D.1.8 The equipment must be designed such that the effluent will meet the following maximum discharge limits: 5 mg/l BOD, 5 mg/l TSS and 1 mg/l NH3-N.

D.1.9 Should tertiary filtration be required to meet these standards, the additional filtration equipment must be included in the base price.

D.1.10 Mechanical clarifiers should not be used.

D.1.11 All materials of construction must be corrosion resistant. PVC or CPVC can be used for aeration piping.

D.1.12 Under normal operation conditions, off gassing should be negligible. Manufacturer must provide measures to mitigate off gassing during upset conditions.

D.1.13 Power to the system must 230 or 480 VAC, 3 phase.
D.1.14 Provisions must be made to pump out any waste sludge to a trailer mounted waste tank. HOA pumps controls must be included in the sludge pump to aid in the off-loading of any waste sludge.

D.1.15 All control panels or J-boxes must be NEMA 4X rated for a water resistant environment.

D.1.16 All electrical conduit must include water tight connections.

D.1.17 Manufacture shall include the necessary integral catwalks to gain access to the tanks for monitoring the process and maintaining the tanks. Each tank must have at least one catwalk to access the top of the tank. If the tank is enclosed, the inspection hatch must be accessible from the catwalk. All catwalks must be hot-dipped galvanized.

D.1.18 All equipment will be designed for transportation as a unit. Manufacturer to provide lifting pad-eyes with center of gravity noted to aid in safe lifting and handling.

D.1.19 Manufacturer to provide clear instructions for removal of all shipping or transportation blocks to be removed prior to operation of the equipment.

D.1.20 All piping to properly labeled for process and direction of flow.

D.1.21 All electrical equipment to be provided with local disconnects for LOTO and safe maintenance.

D.1.22 All valves to be full port ball valves or integral seat butterfly valves with provisions made for LOTO gang hasps to aid in safe maintenance.

D.1.23 All controls to be BACNet/MODBUS compatible. All operational I/O to interface with SHSU process SCADA system (Andover Structureware).

D.1.24 All critical systems must be backed up with redundant systems to minimize downtime. Included in this is aeration fans and required tertiary filtration.

D.1.25 Provide the cost associated with an additional tertiary RO filtration system as an add-alternate price for this system. This RO will be the final step before discharge to the cooling tower.

NOTE: If filtration is mandatory to meet BOD and TSS standards, this should be included in base price. Any supplemental filtration should include a manual bypass for maintenance.

D.1.25 Plant controls to be designed to shut down and restart safely with minimal operational assistance under the following operational situations:
   a. Flow in 12" sanitation main pipe below minimum.
   b. Cooling tower offline (no make-up)
   c. Upset condition in treatment tanks (shut down, loss of equipment, control parameters)
   d. Annual Maintenance
D.2 Annual Maintenance Contract Requirements

D.2.1 Manufacturer to provide annual maintenance contract pricing with the following terms of the maintenance agreement.

D.2.2 Term will be for 5 years after the 1 year initial manufacturer’s new equipment warranty. Manufacturer will also provide a percentage increase, if any, on additional years for the maintenance contract.

D.2.3 Owner will conduct monthly PM work orders for all equipment. Manufacture to provide details in O&M manual. Manufacturer to provide weekly or daily operational readings or tasks to be performed to properly maintain and operate the equipment. Owner will bear the cost of any “consumable” item (listed by the manufacturer) for the term of the contract.

D.2.4 Manufacturer will provide quarterly PM inspections and checks on all equipment. Manufacturer to provide detail quarterly PM check list.

D.2.5 Manufacturer to provide annual PM inspections and checks on all equipment. Manufacturer to provide detailed annual PM check list.

D.2.6 Manufacturer to provide service to repair, adjust, replace or service all equipment (beyond items listed in monthly/weekly/daily check list) as part of the annual service contract. Manufacturer to include labor, transportation, material or any other cost to replace or renew equipment that fails during the term of the contract.
SECTION E  EXECUTION OF OFFER
1. In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
2. By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
3. By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposals lists.
4. By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror 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 anti-trust 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 offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through 30 of RFP# 753-16-001WHT.

Federal Employer Identification Number (FEIN): __________________________

Proposer/Company: ___________________________________________________

Signature (ink): ___________________________ Date: __________

Name (typed/printed): _____________________________________________

Title: ___________________________________________________________

Address: ________________________________________________________

Street or PO Box City State Zip Code

Telephone Number: ____________________________

COST OF PROPOSAL: Complete the information below. Pricing to include any and all costs, fees, charges, etc...

Cost of Base Treatment Plant: $___________

Cost of Annual Five (5) Year Maintenance Contract: $___________

Percentage Escalation, if any, on additional Years on Maintenance Contract: %___________

Cost of Supplemental Tertiary RO Filtration (D.1.25) $___________

PLEASE COMPLETE, SIGN AND RETURN WITH PROPOSAL. FAILURE TO SIGN AND RETURN THIS EXECUTION OF OFFER WILL RESULT IN THE REJECTION OF THE PROPOSAL.
SECTION F  TERMS AND CONDITIONS:

ITEMS BELOW APPLY TO AND BECOME A PART OF PROPOSAL. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. PROPOSAL REQUIREMENTS:
   1.1  Rules, Regulations & Statutes: Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
   1.2  Unit Price: Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.
   1.3  Late or Unsigned Proposals: Late and/or unsigned proposals will not be considered under any circumstances. Person signing proposal must have the authority to bind the firm in a contract. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in Procurement and Business Services prior to the specified opening date and time.
   1.4  FOB Point: Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
   1.5  Pricing Firm: Proposal prices are requested to be firm for SHSU acceptance for 45 days from proposal opening date (unless otherwise stated in specifications). “Discount from list” proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned.
   1.6  Tax Exempt: Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
   1.7  Right to Accept or Reject: The State reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the State.
   1.8  Withdrawal: Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 45 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by SHSU Procurement and Business Services.
   1.9  Proposal Costs: Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The University is not liable for any costs incurred by a proposer in response to this RFP.
   1.10  Exceptions: If a proposer takes exception to any specifications within this Request for Proposal, they must notify Procurement and Business Services in writing prior to the scheduled proposal opening date and time.
   1.11  Texas Public Information Act: Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). If a proposer believes any information contained in the proposer’s response package contains any proprietary or confidential information the proposer must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact proposer prior to release of claimed proprietary information. If, at that time, the proposer still believes information provided is proprietary or confidential, the proposer shall timely notify the University. Upon receipt of such notice, the University will submit to the Attorney General’s Office the documents on which privilege is claimed, but will not be required to present any argument in support of the proposer’s claim of privilege. It shall be the responsibility of the proposer to make arguments directly to the Attorney General’s Office.
2. SPECIFICATIONS
2.1 Brand Name Descriptive: Catalogs, brand names or manufacturer’s references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise stated in the Request for Proposal (RFP). If proposing other than brand referenced, proposal should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.
2.2 New Items: Unless otherwise specified, items shall be new and unused and of current production.
2.3 Electrical Standards: All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
2.4 Samples: Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the proposer’s name and address, and requisition number. Do not enclose in or attach proposal to sample. All samples become the property of the University.
2.5 Oral Statements: SHSU will not be bound by any oral statement or representation contrary to the written specifications of the Request for Proposal (RFP).
2.6 Manufacturer’s Warranty: Manufacturer’s standard warranty shall apply unless otherwise stated in the RFP.

3. DELIVERY
3.1 Delivery Days: Show number of days required to place material in receiving agency’s designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.
3.2 Foreseen Delays: If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
3.3 Substitutions: No substitutions permitted without written approval of SHSU.
3.4 Delivery Hours: Delivery shall be made during normal working hours (8:00 a.m. to 4:00 p.m.) only, unless prior approval has been obtained from ordering agency.

4. INSPECTION AND TESTS – All goods will be subject to inspection and test by SHSU. Authorized SHSU personnel shall have access to supplier’s place of business for the purpose of inspection merchandise. Tests shall be performed on samples submitted with the proposal or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at SHSU’s option, be returned to the vendor or held for disposition at vendor’s expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT
5.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Texas.
5.2 No Guarantee of Award: University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification of any item contained in Proposer's proposal prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to University, at University's discretion. Representations made by Proposer within its proposal will be binding on Proposer. University will not be bound to act by any previous communication or response submitted by Proposer, other than this RFP.

6. CANCELLATION OF CONTRACT – If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

7. PAYMENT – Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. Regardless of the invoice date, the payment process will begin when Procurement and Business receives a written authorization/acceptance from the awarding department. Sam Houston State University may pay vendors for any goods or services provided utilizing any one of the following methods of payment:
   a) Paper check
   b) ACH
   c) Wire
   d) WEX Inc. Financial Services' AP Direct
   e) Procurement Card

8. NON-DISCLOSURE: No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of SHSU.

9. CONFLICTS: In event of a conflict between standard proposal requirements and conditions and the attached detail specification, the detail specification shall govern.

10. PATENTS OR COPYRIGHTS – The vendor agrees to protect SHSU from claims involving infringement of patents or copyrights.

11. VENDOR ASSIGNMENTS – Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to RFPs must give the requisition number, codes, and opening date.

12. FUNDING OUT CLAUSE – Sam Houston State University reserves the right to cancel, without penalty, if funds are not appropriated or otherwise made available at any time during the contract period.

13. PROPOSER AFFIRMATION – Signing this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By signature hereon affixed;
   13.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
13.2 The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts: http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html.

13.3 Neither the proposer nor 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 or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

13.4 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.

13.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any proposer subject to Section 231.006 must include the names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the proposal. This information must be provided prior to contract award.

13.6 Pursuant to Section 2155.004 Government code re: collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

13.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, 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, subcontractor, or supplier of contractor in the execution or performance of this contract.

13.8 Proposer 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.

13.9 Proposer certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

   Name of Former Executive: ____________________________
   Name of State Agency: ____________________________
   Date of separation from State Agency: ________________
   Position with proposer: ____________________________
   Date of Employment with proposer: __________________

14. NOTICE TO PROPOSER:
14.1 Any terms and conditions attached by the proposer to their proposal will not be considered unless specifically referred to on this proposal form and may result in disqualification of the proposal.

14.2 Equal opportunity – This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-14(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, religion, color, national origin, sex, age, sexual orientation, gender identity. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, religion, color, national origin, sex, age, sexual orientation, gender identity, protected veteran status or disability.

14.3 In the event that Sam Houston State University is closed due to inclement weather and/or emergency situations at the time set aside for the published bid opening, the published due date will default to the next open business day at the same time.
SECTION G: HSP Quick Check List

❖ **SELF-PERFORMANCE**
If you are not subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:

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

❖ **100% HUB PARTICIPATION**
If all of your subcontracting opportunities will be performed using only 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 HUB vendors
- Section 2 c. – Yes
- Section 4 – Affirmation
- GFE Method A (Attachment A) – Complete this attachment for each subcontracting opportunity

❖ **MEET THE GOAL**
If you are subcontracting with HUB vendors and Non-HUB vendors, and the aggregate percentage* of subcontracting with HUB vendors 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 HUB vendors and Non HUB vendors
- Section 2 c. – No
- Section 2 d. – Yes
- Section 4 – Affirmation
- GFE Method A (Attachment A) – Complete this attachment for each subcontracting opportunity

❖ **SOLICIT: GOOD FAITH EFFORT**
If you are subcontracting with HUB vendors and Non-HUB vendors (or only Non HUB vendors), and the aggregate percentage* of subcontracting with HUB vendors does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. – Yes, I will be subcontracting portions of the contract
- Section 2 b. – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to HUB vendors and Non HUB vendors
- Section 2 c. – No
- Section 2 d. – No
- Section 4 – Affirmation
- GFE Method B (Attachment B) – Complete this attachment for each subcontracting opportunity

* Aggregate percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.
In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

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

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

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

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

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

For assistance in completing the HSP at Sam Houston State University contact:
Bob Chapa (HUB Coordinator) @ 936/294-4670 or rjc001@shsu.edu

Sam Houston State University HUB goals are as follows:

<table>
<thead>
<tr>
<th>Procurement Category</th>
<th>Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building Construction</td>
<td>21.10%</td>
</tr>
<tr>
<td>Special Trade</td>
<td>32.70%</td>
</tr>
<tr>
<td>Professional Services</td>
<td>25.00%</td>
</tr>
<tr>
<td>Other Services</td>
<td>12.00%</td>
</tr>
<tr>
<td>Commodities</td>
<td>25.00%</td>
</tr>
</tbody>
</table>

**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:  /  /  
## SECTION 2  SUBCONTRACTING INTENTIONS

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

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

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

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).

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have contracts in place for five (5) years or less.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have contracts in place for more than five (5) years.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

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

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for more than five (5) years.</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to non-HUBs</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

Aggregate percentages of the contract expected to be subcontracted:

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

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

☐ - Yes  (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - No   (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4  AFFIRMATION

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

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).

- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency’s prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.

- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company’s headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

_________________________  ________________________  ________________________  ________________________
Signature                     Printed Name                  Title                    Date

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.
**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 this attachment.

Item #: ______
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 VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas Certified HUB</th>
<th>VID # (Required if Texas Certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ - Yes ☐ - No</td>
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<td>%</td>
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<td></td>
<td>☐ - Yes ☐ - No</td>
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<td>%</td>
</tr>
</tbody>
</table>

**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)

Enter your company's name here: ________________________________  Requisition #: __________________

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
</tr>
</thead>
</table>

SECTION B-2 MENTOR PROTEGÉ PROGRAM

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/program/hub/hub-subcontracting-plan/

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at http://www.window.state.tx.us/procurement/cmbl/cmblhub.html. HUB Status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>VID #</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Did the HUB Respond?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/1</td>
<td>☐ - Yes ☐ - No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/1</td>
<td>☐ - Yes ☐ - No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1/1</td>
<td>☐ - Yes ☐ - No</td>
<td></td>
</tr>
</tbody>
</table>

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency.

A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at http://www.window.state.tx.us/procurement/program/hub/hub-subcontracting-plan/

d. Enter the name of the minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

<table>
<thead>
<tr>
<th>Minority/Women Trade Organizations or Development Centers</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Was the Notice Accepted?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/1</td>
<td>☐ - Yes ☐ - No</td>
</tr>
<tr>
<td></td>
<td>1/1</td>
<td>☐ - Yes ☐ - No</td>
</tr>
</tbody>
</table>
**SECTION B-4  SUBCONTRACTOR SELECTION**

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas Certified HUB</th>
<th>VID # (Required if Texas Certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ - Yes □ - No</td>
<td>$</td>
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<td>□ - Yes □ - No</td>
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<td>□ - Yes □ - No</td>
<td>$</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

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

---

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

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

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

We respectfully request that vendors interested in bidding on the subcontracting opportunity identified in Section C 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.

<table>
<thead>
<tr>
<th>Section A</th>
<th>PRIME CONTRACTOR'S INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td>State of Texas VID #:</td>
</tr>
<tr>
<td>Point-of-Contact:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section B</th>
<th>CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>Point-of-Contact:</td>
<td></td>
</tr>
<tr>
<td>Requisition #:</td>
<td>Bid Open Date:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section C</th>
<th>SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on: [Date]</td>
</tr>
<tr>
<td></td>
<td>(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.)</td>
</tr>
</tbody>
</table>

2. | Scope of Work: |

3. | Required Qualifications: |
| | ☐ - Not Applicable |

4. | Bonding/Insurance Requirements: |
| | ☐ - Not Applicable |

5. | Location to review plans/specifications: |
| | ☐ - Not Applicable |
SECTION H: SHSU’S INSURANCE REQUIREMENTS

The Contractor providing services shall purchase and maintain during the life of any project, in a company or companies licensed to do business in the State of Texas and acceptable to the Owner, such insurance which shall fully protect the Contractor, the Owner, Architect, Engineer, and any Subcontractor performing work covered by this Agreement from any and all claims, including bodily injury, property damage, or personal injury which may arise or result from the Contractor’s operations under this Agreement.

1. **As a minimum, such insurance must include, but not necessarily be limited to:**
   a. Comprehensive General Liability.
   b. Automobile Liability Insurance, covering all motor vehicles, whether owned, non-owned, or hired.
   c. Worker’s Compensation and Employer’s Liability Insurance.
   d. Builder’s Risk (if applicable).

2. **Insurance, required by subparagraphs above, shall be written for not less than any limits of liability required by law or by those shown below, whichever is greater:**
   a. **Comprehensive General Liability**
      - Bodily Injury / Personal & Advertising Injury:
        Each Occurrence .................................................... $1,000,000
        General Aggregate .................................................. $2,000,000
      - *Texas State University System Board of Regents/Sam Houston State University shall be named as Additional Insured.
   b. **Automobile Liability**
      - Any Auto, whether Owned, Non-Owned, or Hired:
        Combined Single Limits ........................................ $1,000,000
      - *Contact Risk Management for exceptions (936.294.2342).
   c. **Workers’ Compensation and Employers’ Liability**
      - W.C. Statutory Limits:
        Applicable Federal and State ................................ Statutory
        E.L. Each Accident ................................................. $500,000
        E.L. Disease – Each Employee ................................... $500,000
        E.L. Disease – Policy Limit ....................................... $500,000
      - *If waived, contractor, the employees and sub-contractors must sign a hold-harmless and indemnification agreement.
   d. **Builder’s Risk (if applicable)**
      - i. All-Risk full insurable value of work.
      - ii. Insurance carrier must be rated as excellent or better A.M. Best Company.
      - iii. Contractor shall be responsible for materials not installed as well as tools, equipment, and supplies to be used on the job and insurance for such property to be furnished by the Contractor.
      - *Texas State University System Board of Regents/Sam Houston State University must be listed as a named insured.

3. **Prior to commencement of the work, the Contractor shall furnish to the Owner certified copies of Certificates of Insurance, all policies including all endorsements thereto.** Thirty (30) days’ notice of cancellation must be provided. Such certificates, policies and endorsements shall specifically set forth evidence of all coverage required. During the term of this Agreement, the Contractor shall furnish to the Owner copies of any endorsements issued amending any such required insurance.

4. **Description of Operations should read:**
   Re: (List – job/location/project &/or performance, etc., if applicable)
   *Texas State University System Board of Regents/Sam Houston State University must be listed as a named insured.

5. **Certificate Holder and Additional Insured Information:**
   Texas State University System Board of Regents/Sam Houston State University
   C/O: Risk Management 813 17th Street E-mail ADDRESS: ksw023@shsu.edu or
   Box 2327 ses058@shsu.edu
   Huntsville, TX 77340