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

Reference Number 753-016-VEND001DJF

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

Snack Vending Service

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

PROPOSAL MUST BE RECEIVED BY:  3:00 PM Central Time  January 28, 2016
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.

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

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

Refer Inquiries To:
Procurement and Business Services
Dan Fry, Purchaser II
Telephone No: 936 294-1941
E-mail: pur_djf@shsu.edu

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)

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 1
INTRODUCTION

1.1 SCOPE OF PROPOSAL
Sam Houston State University, hereafter referred to as “SHSU” or “the University”, is seeking proposals from interested vendors to provide exclusive vending machine services related to snack food and/or coffee and/or ice cream.

1.2 AGREEMENT TERM
The Term of the Agreement shall be from date of award through August 31, 2021. Thereafter, the term of this Agreement may be extended for two additional 5-year periods at the option of SHSU. Renewal will be based upon mutual agreement including negotiation of charge prices, commission and annual minimum guarantee. The annual minimum guarantee and charge prices may also be negotiated annually to be effective for each contract year. A “Contract Year” will be each period during the term of the agreement from September 1 to the following August 31.

1.3 SHSU INFORMATION
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 Malion. Created to train school teachers, today’s Sam Houston State University offers a broad range of academic programs leading to bachelor’s, masters 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 135 years of service to the people of the state, Sam Houston State University is truly “a great name in Texas education.”

1.4 SCHEDULE OF EVENTS*
Pre-Proposal Conference  January 11, 2016
Deadline to Submit Questions  January 12, 2016
Proposal Closing  January 28, 2016
Evaluation of Proposals and Selection of Vendor and/or Negotiations  January 29, 2016 – February 12, 2016
*Dates are tentative and subject to change

1.5 OPEN RECORDS
SHSU anticipates that the review of the proposals will be completed in February 2016. Due to the nature of the proposals, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and agreements, after all negotiations are completed, may be subject to open records.
1.6 PERFORMANCE AND PAYMENTS BONDS
Contractor will provide to the University representative payment and performance bonds in the amount of $10,000 each to ensure the faithful performance of the Contractor's obligations, agreements and covenants of the contract. The bond must be issued by a surety company authorized to do business in this state, approved by the University and made payable to the University. The bond should be delivered to the SHSU Procurement Office within fourteen (14) days of notification of award. Failure to submit the bond within the required timeframe may be considered breach of contract, and any contract awards, either verbal or in writing may be considered null and void.

1.7 PARKING ON CAMPUS
All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The SHSU Department of Public Safety supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31. Contractor shall be responsible for obtaining parking permits, at the contractor's expense, from the Parking and Transportation Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Transportation telephone number is 936-294-1800.

SECTION 2
STATEMENT OF WORK

2.1 SCOPE OF WORK
Sam Houston State University, hereafter referred to as "SHSU" or "the University", is seeking proposals from interested vendors to provide exclusive vending machine services related to snack food and/or coffee and ice cream.

2.2 VENDING EQUIPMENT, SERVICES AND OPERATIONS
2.2.1 All requirements associated with Vending Equipment, Vending Services, and Vending Operations are outlined in Exhibit E, DRAFT Vending Services Agreement. The awarded proposer will be required to purchase the University's existing vending machines, card readers, and the University's current stock of vended items at the time of transition, inventory of stock and in machine is estimated at $9,000. As optional items, please include all relevant information concerning coffee and/or ice cream vending machines.

2.3 PAYMENTS
2.3.1 A commission payment to the University shall be made by the 10th day of each month. The annual minimum guarantee is to be paid by September 30 of each contract year. Other payment terms are outlined in Exhibit E, DRAFT Vending Services Agreement.

2.4 REPORTS
2.4.1 Monthly reports shall be provided to the university.

2.5 VENDING CHARGE PRICES
2.5.1 The prices at which Contractor shall offer items for sale shall be fair and competitive with the prices at which similar items are sold in the vicinity of the university.

2.5.2 Charge prices may be adjusted annually up or down as negotiated and mutually agreed upon by both parties at least thirty (30) days prior to the start of a new Contract Year.

2.5.3 Changes in prices during the Contract Year must be approved by the SHSU representative at least thirty (30) days before going into effect. The Contractor may be required to justify the request in writing providing support for the need to make changes other than at the start of a Contract Year.

2.6 TERMS AND MISCELLANEOUS CONDITIONS
2.6.1 Additional terms and conditions are identified in Exhibit E, DRAFT Vending Services Agreement.
SECTION 3
INSTRUCTIONS TO RESPONDENTS

3.1 DEADLINE TO SUBMIT QUESTIONS
3.1.1 Proposer Questions: After the RFP is advertised, proposers will have until 10:00 AM Central Time, January 12, 2016 to submit written questions for clarification of the proposal. Send questions to Dan Fry via e-mail to pur_djf@shsu.edu or fax to 936-294-1997. All questions submitted in writing and received will be reviewed, consolidated where possible, and answered in one addendum and/or as a response to questions to the proposal. The addendum and/or response to questions will be posted on the Texas Electronic State Business Daily and the Walker County Alliance web page. Addenda and/or responses to questions are usually posted within 2 business days unless the questions involve legal issues or complex subjects. It is the proposer's responsibility to continually check the web site for Addenda.

3.1.2 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 or as responses to questions. The addendum and/or response to questions 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.

3.2 CONTACT INFORMATION
3.2.1 All questions regarding the RFP, or response must be submitted in writing and forwarded to
 Procurement and Business Services
 Dan Fry, Purchaser II
 Telephone No: 936 294-1941
 E-mail: pur_djf@shsu.edu

3.2.2 Pre-proposal Conference / Site Visit:
 Pre-Proposal Conference: A pre-proposal conference will be held:
 Monday, January 11, 2016 at 10:00am (C.T.)
 a. Potential proposers are encouraged to attend the pre-proposal conference.
 b. We will meet in Rm 430 in the CHSS Building, which is located at 1901 Avenue I, Huntsville, Texas.
 c. The purpose of the site visit is to show potential proposers the existing machines and locations. Proposers will have the opportunity to ask informal questions during the site visit.

3.3 SUBMITTAL DEADLINE AND LOCATION
3.3.1 All proposals must be received by SHSU no later than 3:00pm (c.t.), January 28, 2016.

3.3.2 Proposals are to be submitted to:
 Mail Proposals To: Delivered Proposals To:
 Sam Houston State University Sam Houston State University
 Procurement & Business Services Procurement & Business Services
 Box 2028 CHSS Bldg.- 1901 Avenue I, Suite 452
 Huntsville, TX 77341 Huntsville, TX 77340

3.3.3 All U.S. Mail addressed to any component of SHSU is delivered to a central mail room and redistributed by SHSU personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mail room.
and receipt in the Procurement and Business Services Department. Proposals must be in the office of the Procurement and Business Services Department by the time set for RFP closing in order to be considered, and receipt by SHSU at the central mail room will not be deemed sufficient. The university shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the respondent unopened.

3.3.4 Proposals will be publicly opened January 28, 2016 at 3:00pm in the Procurement office. Only the names of the Respondents will be read aloud. In the event that SHSU 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.

3.3.5 Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.

3.3.6 Faxed or electronically mailed proposals will not be accepted.

3.3.7 Proposals may be withdrawn at any time prior to the time and date set for proposal closing.

3.3.8 Sam Houston State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Sam Houston State University.

3.3.9 RE-AWARD: SHSU reserves the right and has the option to re-award this contract to the next highest ranked Proposer that meets the requirements of the RFP, if the initial awarded Proposer cannot meet the requirements of the RFP, throughout the term of the contract.

3.4 SUBMITTAL INSTRUCTIONS
3.4.1 All proposals must be submitted in the format prescribed in Section 3.7.

3.4.2 Each Respondent must submit at least one original proposal with original signatures on the Execution of Offer and five (5) complete copies.

3.4.3 All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, SHSU alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

3.4.4 Each respondent, by submitting a proposal, represents that the respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.

3.4.5 Proposals shall be signed by a legally authorized representative of the Respondent. Unsigned proposals (Exhibit A) will be rejected as a material failure.

3.5 ACCEPTANCE AND FORMATION OF AGREEMENT
3.5.1 No recommendation for award will be made until Sam Houston State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified service.
3.5.2 The University reserves the right to further negotiate, after proposals are opened, with any Respondent that submits a proposal. SHSU reserves the right to enter into an agreement not based only on the cost to the University, but which, in the sole opinion of SHSU, is deemed to represent the best value to SHSU.

3.6 EVALUATION CRITERIA

3.6.1 Initial evaluation will be based on a comprehensive review and analysis based on a weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the university. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.

3.6.2 Initial evaluation of the proposals will be performed by an evaluation committee representing Sam Houston State University. Proposals will be evaluated using the following criteria, which are listed below in no particular order.

3.6.3 Criteria

a. **20%** - Respondent’s qualifications and references as well as perceived ability to render satisfactory service as described herein. Exceptions to specifications, terms and conditions, Insurance, and previous experience with SHSU.

b. **20%** - Knowledge and experience of the manager to be assigned to the SHSU account; How well the Proposer followed the RFP format / instructions.

c. **20%** - Variety, prices, flexibility and quality of items to be offered;

d. **40%** - Financial Package-Commission proposed, including minimum annual guarantee and annual escalator, purchase value of existing machines and card readers.

3.6.4 Presentations

As part of the evaluation committee’s evaluation, SHSU may require presentations from selected Respondents, at the respondent’s expense. The presentations, if requested, will be held at SHSU and will be conducted during the initial evaluation process.

3.7 PROPOSAL FORMAT

3.7.1 Proposals shall be prepared in a straightforward and concise manner, identifying clearly and concisely any deviations, enhancements and other differences that exist between the RFP and the respondent’s proposed services. Emphasis should be placed on responsiveness to the RFP requirements, completeness and clarity of content and conformance to the RFP instructions. **Respondents shall organize their proposal in a point-by-point format according to Section 3.7.2.** Failure to follow point-by-point presentation could be grounds for disqualification.

3.7.2 Proposal shall include the following information and should be submitted in the following order:

a. Required Submittal – failure to provide any of the following documents may result in disqualification of the proposal from further consideration:

i. Exhibit A – Signed Execution Of Offer

ii. Exhibit B – Acknowledgement of Addenda, if any

iii. Exhibit C – Financial Proposal

b. Evaluation Submittals

i. Company Profile to include the name and resume of the manager to be assigned to SHSU’s account, their experience, certifications and qualifications;

ii. A brief history of the firm;

iii. Provide a list of no more than ten (10) University/College or similar sized organizations for which Respondent currently provides vending services. At a
minimum, include entity name, contact name, address, telephone number and email address;

iv. Provide a list of no more than five (5) University/College accounts cancelled or terminated in the previous 24 months. At a minimum, include entity name, contact name, telephone number, email address and reason for termination;

v. Provide a detailed transition plan including the proposed process for transition and timeline as well as a description of equipment to be provided;

vi. Describe reports available to the University and provide samples;

vii. Exceptions to Specifications outlined in Exhibit E, DRAFT Vending Services Agreement;

viii. Exceptions to Terms and Conditions outlined in Exhibit E, DRAFT Vending Services Agreement;

ix. Provide a proposed list of items to be sold in the vending equipment and the charge prices.

3.8 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:

- Building Construction 21.10%
- Special Trade 32.70%
- Professional Services 25.00%
- Other Services 12.00%
- Commodities 25.00%

c. HSP forms have been provided. 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.
EXHIBIT A
EXECUTION OF OFFER

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that he/she 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 Qualifications. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all bid lists.

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 and/or in Rule 34 TAC 20.38.

Certifications:
Texas Family Code Child Support Certification. By signature hereon, Respondent certifies as follows: "Under Section 231.006, Texas Family Code, the Contractor certifies he is not eligible to receive the payments specified in the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

Sales Tax Certification. By signing the Agreement, the Respondent certifies as follows: "Under Section 155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Franchise Tax Certification. By signing the Agreement, a corporate or limited liability company, Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Contractor acknowledges and agrees that if this certification is false or inaccurate, at University's option, the Agreement may be terminated and payment withheld.

Payment of Debts to the State of Texas. That pursuant to Section 403.0551, Texas Government Code, the Respondent agrees that any payments owing to the Contractor under this contract may be applied towards any debt or delinquent taxes that the Contractor owes the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer's Identification Number: ____________________________________________

Social Security No.: __________________________________________________________

Proposer/Company: __________________________________________________________

Signature (INK): ____________________________________________________________ Date: ____________________________

Name (Typed/Printed): ________________________________________________________

Title: ____________________________________________________________________

Street: ___________________________________________________________________

City/State/Zip: __________________________________________________________________

Telephone No/Fax No: _________________________________________________________

Email: ___________________________________________________________________

__________________________________________________________________________

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET MAY RESULT IN THE REJECTION OF YOUR RESPONSE.
EXHIBIT B
ACKNOWLEDGEMENT OF ADDENDA

Receipt is hereby acknowledged of the following addenda to this RFP, if any.

Addenda No. __________  Dated __________
Addenda No. __________  Dated __________
Addenda No. __________  Dated __________
Addenda No. __________  Dated __________

Respondent/Company:

Refer to the SHSU Procurement and Business Services Department website to confirm all addenda issued:
EXHIBIT C
FINANCIAL PROPOSAL

Having carefully reviewed the specifications and related documents affecting the proposal to provide vending services to Sam Houston State University, the undersigned submits the following Financial Proposal in accordance with the Request for Proposal documents:

Respondent Name:__________________________________________________________

Authorized Signature:______________________________________________________

A. Commission _____________% of Gross Sales on all snack vending machine sales.

B. Annual Minimum Guarantee $____________________________

C. Annual Escalation to Annual Minimum Guarantee: _______________%

D. Purchase Value that Contractor will pay for existing machines $______________
   See Exhibit D

E. Purchase Value that Contractor will pay for existing card readers $_____________
   SHSU currently has 41 card readers, CDMA wireless eport, model G8 eport.
<table>
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<tr>
<th>Machine Building Location</th>
<th>FY15 CASH Collections</th>
<th>FY15 CC Collections</th>
<th>Total</th>
<th>Machine Make &amp; Model</th>
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<td>Criminal Justice Center Coffee</td>
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<td>$2,406.45</td>
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<td>Rachel Jackson</td>
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<td>Evans 3rd Floor***</td>
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<td>Lone Star Dorm</td>
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<td>Wittern - 3536</td>
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<tr>
<td>Alpha Delta Phi***</td>
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<td>Zeta House***</td>
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<td>Vick***</td>
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<td>Creager***</td>
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<td>$306.15</td>
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</tbody>
</table>
**Teacher Education 1st** | $2,844.25 | $2,060.40 | $4,904.65 | **Automatic Product - Studio 3**
---|---|---|---|---
**Mallon*** | $357.45 | | $357.45 | **Automatic Product - SnackShop CS**
**Barrett*** | $251.10 | | $251.10 | **Automatic Product - SnackShop CS**
**Crawford*** | $220.90 | | $220.90 | **Automatic Product - SnackShop CS**
**Theatre** | $856.85 | $154.05 | $1,011.00 | **Automatic Products - SnackShop LCM 2**
**Fieldhouse** | $1,653.90 | $2,457.25 | $4,111.15 | **Automatic Products - Studio 2D**

**Totals** | $98,000.33 | $54,811.95 | $152,812.28

*** denote's machine is no longer in service, but is being stored at this time.

If machine has been taken out of building, Contractor is still required to purchase all existing machines, regardless if in a building or in storage.
EXHIBIT E
DRAFT
Vending Services Agreement

AGREEMENT is by and between Sam Houston State University, a member institution of the Texas State University System (hereinafter referred to as "University" or SHSU) and [Contractor name] (hereinafter referred to as "Contractor") and is effective as of the date and final execution below. Unless otherwise provided, "University" and "Contractor" refer also to the management, employees, and agents of the parties.

In consideration of the mutual promises and covenants contained in this document, the University and Contractor agree as follows:

1. TERM.
   1.1 This Agreement begins on the date of full and final execution below and ends on August 31, 2021 unless it is terminated earlier under termination provisions of the Agreement as set forth in Section 7.1 herein. Thereafter, the Term of this Agreement may be extended as mutually agreed upon by the parties, in writing for two additional 5-year periods. A "Contract Year" will be the effective date of the contract through the following August 31 and successive years from September 1 to the following August 31.

2. PURPOSE
   2.1 Under this Agreement, the Contractor will provide exclusive vending machine services related to snack foods, and/or coffee and/or ice cream for the University, as described herein and in the Request For Proposal.

2.2 Exclusive Pour Information.
   2.2.1 In 2015, the University entered into an exclusive pouring rights contract with PepsiCo including beverage vending. Under the terms of this contract, PepsiCo is responsible for providing all cold drink vending services on the university campus. All of the cold drink machines belong to PepsiCo, and they are responsible for filling and maintaining the machines. No other cold drink products (including soft drinks, bottled water, fruit juices) are allowed to be sold from vending machines on the University campus.

   2.2.2 For purposes of the exclusive cold drink vending contract in 2.2.1 above, beverage is defined as all carbonated and non-carbonated non-alcoholic beverages for independent consumption, including but not limited to soft drinks, flavored and unflavored packaged waters, fruit juices, fruit juice-containing or flavored drinks, fruit punches, teas, energy drinks, "ades" and sports drinks. "Beverage" or "Beverages" means all non-alcoholic beverages of any kind, but will not include: milk, flavored milk, fresh-brewed coffee or coffee served by means of a vending machine, fresh-brewed tea products, hot chocolate, or tap water.

3. VENDING EQUIPMENT
   3.1 The quantity of machines shown in the Approved Vending Locations, Exhibit D, shall be considered a minimum number of machines to be located on the University campus.

   3.2 The Contractor may relocate existing vending equipment or request to place additional vending equipment in unserviced areas of the Campus with the approval of the SHSU representative. However, it is agreed that the amount of space, quantity of vending equipment and location of said equipment shall be solely determined by the University, at all times during the term of this Agreement. Any approved changes will be reflected by amending the Approved Vending Locations identified in Exhibit D.
3.3 The Contractor may, at Contractor's discretion, replace existing equipment so long as the total quantity of vending equipment shown in Attachment B, Approved Vending Locations, is not changed except as herein allowed.

3.4 Contractor agrees that any additional or replacement equipment shall be new or like new, state-of-the-art and shall have non-resettable counters and, debit/credit card readers.

3.4.1 Debit/credit card readers shall be installed and maintained at Contractor's expense, including all accounting and other services associated with accepting payment by debit or credit card.

3.4.2 The University shall provide and pay for all necessary telephone/wireless data lines.

3.5 Contractor agrees that any equipment to be added, replaced, relocated or removed shall be added, replaced, relocated or removed solely at Contractor's expense.

3.6 The Contractor shall not make any alterations to any University facilities or property without the written approval of the University.

3.7 All vending equipment on the University's premises purchased or installed by Contractor, and all items and money contained in them, shall remain the property of Contractor. The University shall not have the responsibility for, and Contractor specifically releases the University from, any and all claims and liability arising out of any damage or loss to the machines, the items contained in them and the sales proceeds due to spoilage, fire, vandalism, theft, or any other cause whatsoever.

3.8 The University will provide routine general security patrols and will make reasonable efforts to protect against intrusion, theft, fire, and disruption, but will not be liable for intrusion, theft, fire or disruption of vending equipment or services.

3.9 Contractor shall promptly repair or replace University property damaged by Contractor, its agents or employees through negligence or willful act. On Contractor's failure to do so, the University may repair such damage and Contractor shall reimburse the University promptly for the cost of repair.

3.10 Promptly upon any termination of this Agreement, Contractor, at its sole expense, shall remove all of its equipment from University facilities and repair any unreasonable damage to such facilities caused in removing equipment, except for the reasonable damage necessitated by the removal and normal wear and tear.

3.11 Contractor shall be solely responsible for maintaining conditions of good sanitation and cleanliness in connection with its vending equipment operations on the University's premises and shall perform, at its sole expense, all maintenance, repair, and cleaning service necessary to maintain the vending equipment in a sanitary state and in good working condition throughout the term of this Agreement. The following minimum requirements for maintenance and cleaning shall apply.

3.11.1 The Contractor shall provide routine and preventative maintenance for all vending equipment during normal business hours. Mechanical service shall be available 24 hours a day, 7 days a week with a six (6) hour guaranteed response time Monday through Saturday during Contractor's regular work hours.

3.11.2 The contractor shall be responsible for cleaning all machines (front, tops, behind, underneath). In addition, the interiors of all equipment must be kept in sanitary condition.
3.12 The University will be responsible for electrical and other utility connections and fees associated with the operation of any vending equipment provided under this Agreement. Any additional special circuits or electrical feeds to accommodate additional or replacement vending equipment must have the prior approval of the University. In the event of any interruption in utility service, the University will use its best efforts to promptly return such service. However, the University does not guarantee uninterrupted service and will not be liable to the Contractor for any loss or expense resulting from the interruption of utilities.

4. VENDING SERVICES

4.1 Contractor agrees to use its commercially-reasonable efforts to ensure that vending equipment is kept well-stocked with appropriate items of good quality and freshness, in quantities that adequately supply demand.

4.2 University shall permit Contractor to enter the Campus during all reasonable times as the University and Contractor shall mutually agree, and at no other times, to service and stock the vending equipment.

4.2.1 The University’s normal operating hours in most buildings is 8-5, M-F. Other areas of the campus such as the Library and Student Center have expanded hours to accommodate student needs.

4.2.2 Notwithstanding anything to the contrary or for mechanical service, access to all University residence halls should be limited to 8-5, M-F.

4.3 In support of its obligation to be responsive to its students, faculty, staff and guests, the University reserves the right to reject any products sold through vending machines or to request that specific products be included. SHSU reserves the right to request different types of items, if necessary.

4.4 Contractor shall establish and maintain a Change Fund account, with a mutually agreeable balance for refunds.

4.4.1 The Contractor shall check the balance of this account on a weekly basis and replenish as needed.

4.4.2 Refunds to Customers.
Contractor will provide two cash funds to University in the amount of $50.00 each for use in making refund payments to customers at campus locations specified by University. Contractor will make additional funds available to University as required to maintain the refund payment fund at a level adequate to pay refunds to customers promptly. Contractor will supply a written form, satisfactory to University, for use as a voucher for submitting refund claims. The refund claim form will include space for claimants to identify (1) the type of machine, (2) the machine location, (3) the amount of the loss, (4) a description of how the loss occurred, (5) the date of the loss, and (6) the claimant’s signature. Contractor will absorb all money shortages that may develop due to theft, burglary, inoperable vending machines, or other cause.

5. VENDING OPERATIONS

5.1 Contractor shall be responsible for all costs which are necessary for the Contractor to fulfill its obligations under this Agreement including, but not limited to, food and related supplies, prevention of electronic fraud, transportation, management, and personnel.

5.2 The Contractor will not engage in or knowingly permit anything or any activity that would create a nuisance on the University’s property. Contractor agrees to comply with any reasonable request of the University to cease any Contractor activity, or not commence any contemplated Contractor activity, which, in the University’s opinion, will create a nuisance or invalidate University policies. The Contractor will perform its obligations in such a manner that does not interfere with the activities of the University’s students, faculty, staff, or visitors.
5.3 The Contractor will accept delivery of all shipments and merchandise for its operations at its sole risk and at its own location that shall not be on University property.

5.4 The Contractor agrees at all times to employ sufficient personnel to perform its obligations hereunder. The Contractor will be solely responsible for the conduct, performance, and background checks of its personnel. Specifically, The University may, at any time, request additional background checks or the removal and replacement of any of Contractor's employees for good cause.
   A. Contractor will provide representation that it has conducted sex offender, criminal history and credit history on its officers, employees, or other persons it causes to be on campus.
   B. Contractor will determine on a case-by-case basis whether each individual assigned to perform the work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has a history of criminal conduct unacceptable for a University campus or healthcare center, including violent or sexual offenses.
   C. Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individual or individuals assigned to perform Work.

5.5 Contractor shall ensure that Contractor's employees wear uniforms (which shall be neat, clean, well-pressed and in good condition) and visible identification, identifying them at Contractor’s employees, while carrying out any activities on the Campus associated with this Agreement.

5.6 Equal opportunity – This contractor, subcontractor their respective employees and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination including the requirements of 41 CFR § 60-1.4(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. Any breach of this covenant may result in termination of this agreement.

5.7 The Contractor will engage and assign overall responsibility for the performance of its obligations to a Manager or Supervisor of Vending Services.
   5.7.1 The University will have the right to approve the appointment of the Manager or Supervisor who must have a minimum of one year experience in vending service, and such other reasonable qualifications, as the University deems necessary.

   5.7.2 Contractor shall provide to the SHSU representative a phone number(s) to reach the Manager or Supervisor of Vending Services. The number(s) provided shall be an office, pager and/or cell number that will allow the University Representative to reach the Manager or Supervisor in a timely manner.

5.8 All vehicles parked on the SHSU campus must properly display a valid SHSU parking permit.
   5.8.1 The SHSU Department of Public Safety supervises and coordinates all parking, transportation and traffic related functions on the campus.
5.8.2 The contractor will be responsible for obtaining parking permits and resolving, should they arise, any parking regulation disputes and violations. The Parking and Transportation telephone number is 936-294-1800.

5.8.3 The Contractor will ensure that all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

5.9 The Contractor warrants, represents, covenants, and agrees that all persons and permitted subcontractors connected with the Contractor directly in charge of the work are duly registered and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

5.10 The SHSU Representative and liaison in all matters relating to vending services provided under this Agreement will be the Assistant Director for Contract Management and Business Services. 5.10.1 All calls from a vending service customer regarding complaints will be to the SHSU representative (TBD), or a request for a change in service or equipment shall be directed to the SHSU representative. All existing equipment and replacement equipment will include notice of the SHSU phone number and representative to contact for such calls.

5.10.2 The Contractor shall be required to include stickers on machines with the same notice on all replacement or additional equipment, at Contractor’s own expense.

5.10.3 The SHSU representative will notify Contractor of equipment or areas for which repeated complaints or requests for change in service or equipment are received.

6. CONTRACTOR’S PAYMENTS, REPORTING AND PRICING

6.1 Payments

6.1.1 Commission Payments. By the tenth of each month the Contractor will pay the University a commission in the amount of \( \frac{\text{Gross Sales}}{\text{Gross Sales}} \times \text{Commission Rate} \)% of Gross Sales for the immediately preceding month.

6.1.2 Minimum Guarantee. In addition to the other financial agreements between parties provided in this Agreement, the Contractor will guarantee the University a minimum $\text{Minimum Guarantee} \times \text{Commission Rate} \text{ } \text{commission per contract year. Before September 30 of each year, if the total amount of Commission Payments is less than the Minimum Guarantee, the Contractor will pay the University any difference in the minimum guarantee and the total commissions paid for the immediately preceding contract year.}

6.1.3 Escalation. The Minimum Guarantee in Item 6.1.2 above shall increase a minimum of \( \frac{\text{Commission Rate}}{\text{Commission Rate}} \times \text{Escalation Factor} \)% per contract year.

6.1.4 Change Fund. The Contractor agrees to establish and maintain a Change Fund as described in Section 4.4.

6.1.5 Reporting. By the 15th of each month, the Contractor shall provide a monthly report broken down by machine and location showing the gross sales and percentage of commissions to be paid to the University. The gross sales and percentage of commission shall be sub-totaled by vending location area.
6.2 The prices at which Contractor shall offer such items for sale shall be fair and competitive with the prices at which similar items are sold in the vicinity of the University.

6.2.1 Prices and commissions may be adjusted annually up or down as negotiated and mutually agreed with the SHSU representative at least thirty (30) days prior to the start of a new Contract Year.

6.2.2 Change in prices or commissions during the Contract Year must be approved by the SHSU representative at least thirty (30) days before going into effect. The Contractor must justify the request in writing providing support for the need to make changes other than at the start of a Contract Year as provided in Section 6.2.1.

7. TERMS AND MISCELLANEOUS CONDITIONS

7.1 Termination

7.1.1 In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via Certified Mail of such failure and demand that the same be remedied within ten (10) days. Should the defaulting party fail to remedy the same within said period, the other party shall then have the right to terminate this Agreement by giving the other party thirty (30) days written notice.

7.1.2 Notwithstanding the foregoing, either party shall have the right to terminate this Agreement without cause at any time during the term upon giving one hundred twenty (120) days noticing in writing to the other party.

7.1.3 In the event that this Agreement is terminated prior to the expiration of the term of the Agreement, the Commission shall be payable on gross sales up to the date of termination and the Minimum Guarantee be payable to the University shall be prorated on a per diem basis.

7.2 Independent Contractor. Contractor recognizes that it is engaged as an independent contractor and acknowledges that University shall have no responsibility to provide vacation, insurance or other fringe benefits normally associated with employee status. Contractor, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of University by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of University, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Contractor hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

7.3 Labor Relations: Contractor agrees to take immediate and reasonable steps to maintain its provision of service under this Agreement in the event of any labor action involving its employees.

7.4 Force Majeure. The parties agree that, if by reason of inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such nonperformance shall not be considered a breach of this Agreement.

7.5 Presence on the University's Premises.

7.5.1 Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the Institution's premises shall obey the Texas State University System
Rules and Regulations and any policies that are established by the University and shall comply with the reasonable directions of the University's officers.

7.5.2 Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify the University's Police Department and thereafter furnish a full written report of such accident.

7.6 Use of University Facilities. The Contractor's management, employees, and agents will have the right to use only those University facilities that are necessary to perform the Contractor's obligations and will not have access to any other facilities of the University without the University's permission.

7.7 Safety and Security. The Contractor will utilize University personnel to maintain safety and security, and may not engage additional security personnel unless approved in writing by and coordinated with the University. The Contractor will follow the University's policies and procedures in dealing with improper conduct, or other abnormal conditions. The Contractor will report all such incidents to the University's police department, and the Contractor will not summon public emergency service agencies, except in the case of fire, in any manner other than through the university's police department, unless otherwise directed by the University.

7.8 CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE UNIVERSITY AND ITS OFFICERS AND EMPLOYEES FROM ANY CLAIM, DAMAGE, LIABILITY, INJURY, EXPENSE, OR LOSS, INCLUDING DEFENSE COSTS AND ATTORNEY'S FEES, ARISING OUT OF CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT OR AS A CONSEQUENCE OF THE EXISTENCE OF THIS AGREEMENT. ACCORDINGLY, THE UNIVERSITY SHALL NOTIFY CONTRACTOR PROMPTLY IN WRITING OF ANY CLAIM OR ACTION BROUGHT AGAINST THE UNIVERSITY IN CONNECTION WITH THIS AGREEMENT. ON SUCH NOTIFICATION, CONTRACTOR SHALL PROMPTLY TAKE OVER AND DEFEND ANY SUCH CLAIM OR ACTION. THE UNIVERSITY SHALL HAVE THE RIGHT AND OPTION TO BE REPRESENTED IN ANY SUCH CLAIM OR ACTION AT ITS OWN EXPENSE.

7.9 Insurance. See attached Insurance Requirements - Page 26

7.10 Access to Records. The Contractor will keep detailed financial records of its operations under this Agreement, and the Contractor will maintain those records for at least five years from the close of the Contract year to which the records relate. The Contractor will permit the University or the State Auditor of the State of Texas to inspect and audit those records during Contractor's normal business hours.

7.11 Right To Inspect. The agents, employees and representatives of the University shall have access to vending equipment during reasonable business hours for the purpose of inspection. Inspection may include, but is not limited to, confirming the counters in relation to reported financial information, verifying sanitary conditions, verifying functionality, etc.

7.12 Publicity.

7.12.1 Contractor shall not in any way or in any form publicize or advertise in any manner the fact that it is providing services to the University without the express written approval of the University's representative, on a case by case basis, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude Contractor from listing the University on its routine client list for manner of reference.

7.12.2 Vending Services Agreement will not grant the Contractor a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.
7.13 **Exclusivity.** With the exception of the beverage rights granted under the University’s exclusive pouring rights contract discussed in paragraph 2.2, the Contractor will be the Vending Services Contractor for the University so long as this agreement is in effect.

7.14 **Laws.**

7.14.1 This Agreement shall be governed by the laws of the State of Texas, and all of the obligations to be performed under this Agreement are performable in Walker County, Texas. Venue shall lie in a court of competent jurisdiction in Walker County, Texas.

7.14.2 The Contractor will adhere to and follow all applicable laws, rules, regulations, and ordinances, including all University and Texas State University System, rules, regulations, policies and procedures.

7.15 **Taxes.** Contractor shall pay when due all taxes or assessments applicable to Contractor. Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority. The University is tax exempt. On request the University shall furnish the appropriate tax exemption documentation to the Contractor.

7.16 **Survival.** The terms, conditions, representations, and warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

7.17 **Assignment.** Neither party may assign any interest in this Agreement without the prior written consent of the other party, and the Contractor will not sub-lease this Agreement without the written consent of the University.

7.18 **Notices.** Any notice required to be given by this Agreement may be given by personal delivery, electronic facsimile, or certified/registered mail directed to the addresses provided below:

To the University:

Assistant Director for Contract Management and Business Services
Bob Chapa is the current contact
CHSS Bldg. - 1901 Avenue I, Suite 452 Huntsville Texas 77340 is the current address

To the Contractor:

Please provide contact information.

7.19 **Miscellaneous Provisions.**

7.19.1 **Payment and Performance Bond.** Before it begins performing its obligations, the Contractor will provide to the University representative payment and performance bonds in the amount of $10,000 each to ensure the faithful performance of the Contractor's obligations, agreements and covenants of the contract. The bond must be issued by a surety company authorized to do business in this state, approved by the University and made payable to the University.

7.19.2 **Alternative Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for Chapter 2260 and the related rules adopted by
Severability. All of the sections and clauses of this Agreement are distinct and severable. If any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause of this Agreement.

Successors and Assigns. This Agreement is binding on the parties and their respective successors and assigns in interest.

Limitation of Liability. Nothing in this Agreement will be construed as creating any personal liability on the part of any officer or employee of the University, nor will any provision in this agreement be construed as a waiver of any immunities or defenses on the part of the University which may only be waived by action of the Legislature of the State of Texas.

Waiver of Modification. A waiver or modification of any of the provisions of this Agreement will not be affected unless in writing and signed by authorized representatives of both parties. A waiver or modification of any provision of this Agreement will not be construed as a waiver or modification of any other provision.

Sole Agreement. This document, Attachments A and B, any amendments, and any documents which it incorporates by reference as set forth in this Agreement constitute the sole agreement of the parties on the subject matter hereof and supersede any prior understandings or communications, written or oral.

Warranties. Contractor warrants, represents, covenants, and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the work.

Corporate Authority. Contractor warrants, represents, and agrees that it is a corporation duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

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

No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the University or Contractor.

Texas Family Code Child Support Certification. By signing the Agreement, the Contractor certifies as follows: "Under Section 231.006, Texas Family Code,
Contractor certifies it is not ineligible to receive the payments specified in the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

7.19.13 **Sales Tax Certification.** By signing the Agreement, the Contractor certifies as follows:
"Under Section 2155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

7.19.14 **Franchise Tax Certification.** By signing the Agreement, a corporate or limited liability company, Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Contractor acknowledges and agrees that if this certification is false or inaccurate, at University's option, the Agreement may be terminated and payment withheld.

7.19.15 **Payment of Debts to the State of Texas.** That pursuant to Section 403.0551, Texas Government Code, the Contractor agrees that any payments owing to the Contractor under this contract may be applied towards any debt or delinquent taxes that the Contractor owes the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

7.19.16 **Fraud And Ethics.** Contractor is hereby advised that the University maintains policies regarding fraudulent or unethical conduct. These policies establish examples of acceptable and unacceptable conduct as well as procedures and responsibilities for detecting, reporting and resolving instances of known or suspected fraudulent activity and prescribe a coordinated approach toward investigation and resolution of fraudulent activity; Purchasing Ethics and Confidentiality.

7.19.17 **Access by Individuals with Disabilities.** Contractor represents and warrants (the "Electronic and Information Resources (EIR) Accessibility Warranty") that the electronic and information resources and all associated information, documentation and support that it provides to the University under the Agreement (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, Rule §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 with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to the University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event the Contractor fails or is unable to do so, then the University may terminate the Agreement and Contractor will refund to the University all amounts the University has paid under the Agreement within thirty (30) days after the termination date.

7.19.18 **Limitations.** The PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF SHSU TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON YOUR 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
7.19.19 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 above. 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.

IN WITNESS WHEREOF, the parties have executed this agreement in the year and on the day on the date of full and final execution.

SAM HOUSTON STATE UNIVERSITY

By: ____________________________

Dr. Hoyt, President

______________________________

Date signed:

APPROVED AS TO FORM

By: ____________________________

General Counsel

CONTRACTOR

By: ____________________________

Name, Title

______________________________

Date Signed
ATTACHMENT A

DEFINITIONS

Approved Vending Locations – The quantity and location of machines shown in the Approved Vending Locations, Attachment B. The quantity shall be considered a minimum number of machines to be located on the University campus. Additional equipment locations must be approved in writing by the SHSU representative.

Change Fund – Petty cash fund to be established by the Contractor, and held and used by the Contractor to provide cash refunds to vending service customers who report a loss of money in vending equipment included under this Agreement.

Commission – Percent of gross sales payable to the University by the tenth of each month for the immediately preceding month. This amount shall be deducted from the Minimum Guarantee to determine whether additional funds are owed the University at the end of each Contract Year.

Contract Year – The first year will be from the effective date of the agreement to August 31, 2016. Each year after that, the Term of the Agreement will be from September 1 to the following August 31.

SHSU representative – Official University Representative in all matters relating to this Agreement.

Minimum Guarantee – Guaranteed minimum dollar amount of commissions to be paid to the University on an annual Contract Year basis.

University Representative – Sam Houston State University designated representative.

Vending Equipment – All snack vending machines located on the Sam Houston State University Campus, with the exception of vending machines covered in the exclusive cold drink vending contract.
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)
   *The 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
   Box 2327            E-mail ADDRESS:
   Huntsville, TX 77340 ksw023@shsu.edu or
                           ses058@shsu.edu
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.
HUB Subcontracting Plan (HSP)

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

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

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

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

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

In accordance with 34 TAC §20.14(d)(1)(D)(iiii), 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 rlc001@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>
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<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>
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</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
   Bid Open Date: __________ (mm/dd/yyyy)

c. Requisition #: __________________________

Page 28 of 28
**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>
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<tbody>
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</tbody>
</table>

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 http://window.state.tx.us/procurement/prog/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.)


**SECTION 2  SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

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 subcontract to non-HUBs.</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

Aggregate percentages of the contract expected to be subcontracted: %

HSP – SECTION 2
(Continuation Sheet)
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 (Prima 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/progressassessmentptr.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 determent 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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Printed Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

REMEMBER:  ➢ 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)

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 http://www.wlndow.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc

### 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.

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

### 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 #</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
</tr>
</thead>
<tbody>
<tr>
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</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 practicable to all subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. 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/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc](http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc)

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**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>

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**SECTION B-2: MENTOR PROTÉGÉ PROGRAM**

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

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

☑ - Yes (if Yes, to continue to SECTION B-4.)

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

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**SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

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

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

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

- 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 you received from 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/cmblihub.html](http://www.window.state.tx.us/procurement/cmbl/cmblihub.html). HUB Status code ‘A’ signifies that the company is a Texas certified HUB.

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

| Company Name | VID # | Date Notice Sent (mm/dd/yyyy) | Did the HUB Respond?
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Yes</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- Yes</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/prog/hub/mwb-links/](http://www.window.state.tx.us/procurement/prog/hub/mwb-links/)

- 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</td>
</tr>
<tr>
<td></td>
<td>2/2</td>
<td>- Yes</td>
</tr>
</tbody>
</table>

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Page 1 of 2

(Attachment B)
### 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>$</td>
<td></td>
<td>%</td>
</tr>
<tr>
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<td>□ - Yes □ - No</td>
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<td>□ - Yes □ - No</td>
<td>$</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):

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**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 if (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>
</table>
| 1. | **Potential Subcontractor's Bid Response Due Date:**

Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on: 

(Replacing Date)

(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.)

| 2. | Scope of Work: |

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

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

| 5. | Location to review plans/specifications: |
| - Not Applicable |