Invitation for Bid

Failure to manually sign below will disqualify bid

Signature ____________________________ Date ____________

Printed Name ____________________________ Phone ____________________________

Vendor ID Number ____________________________ Fax ____________________________

Name of Firm ____________________________

Mailing Address ____________________________

City __________________ State __ Zip __

Check Below if Preference Claimed under Rule 1 TAC 113.8

☐ Supplies, materials or equipment produced in TX/ offered by TX bidders*
☐ Agricultural products grown in TX
☐ Agricultural products offered by TX bidders*
☐ USA produced supplies, materials or equipment

* By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas resident Bidder as defined in Rule 1 TAC111.2.

Delivery in Days Cash Disc. % Days

Bid No.: 753-5-47863MAR

Due Date: 1-21-2015 at: 3 PM

Show bid opening date, time and bid invitation number in lower left hand corner of sealed bid envelope and return sealed bids to:

Sam Houston State University
Procurement and Business Services
P.O. Box 2028
1901 Avenue I, CHSS Bldg. Suite 452
Huntsville, TX 77340
Phone: (936) 294-1894
Fax: (936) 294-1997

IF QUOTING OTHER THAN THE REFERENCED ITEM(S) BELOW, BROCHURE AND/OR SPECIFICATIONS SHOULD BE ENCLOSED. ALL BIDS WILL BE CONSIDERED F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, UNLESS OTHERWISE NOTED.

Award Notice: Sam Houston State University (SHSU) reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of SHSU and to reject any and all bid items in the sole discretion of SHSU.

Item No. Description Qty. & Unit Unit Price Extension

Class & Item: 938-62; 938-63

Before proceeding, please read all attached terms and conditions carefully.

Upgrade existing NMR Spectrometer.

See specifications for details.

Bidding on Console Mfr: ____________________________

Model or Part Number: ____________________________

Include any and all costs, fees, charges, insurance, delivery, shipping, labor, materials, equipment, installation, etc., in the unit prices shown above.

All pricing must be in U.S. dollars.
University Closed: The University will be closed from 20 December 2014 – 4 January 2015. During that time period, no one will be available to answer questions, accept deliveries, or respond to telephone, e-mail or fax communications. If you leave a message, we will respond as soon as possible once we return to work on Monday, 5 January 2015.

Delivery Date:
If unable to meet the required delivery date, provide you best alternate delivery date: ____________

Note: Bids over $100,000 require a HUB Subcontracting Plan, see attached HUB Plan Requirements.

a. Project is expected to exceed $100,000. Therefore, a Hub Subcontracting plan will be required.

b. HUB Subcontracting Plan Information is on pages 11 – 20.

Insurance requirements are in Informational Note number 9 on page 4 and on page 10.

Specifications are on page 3.
SPECIFICATIONS

Existing NMR Spectrometer System:
  a. Manufacturer: Jeol USA
  b. Spectrometer Model: Eclipse + 300
  c. Purchase Date: 17 March 1997
  d. Location: CFS Building, room 323

Required Services:

1. Disconnect and remove existing Jeol console and install upgrades.

2. Installation of the new system upgrades to ensure full serviceability of the upgraded system.

3. Coordinate delivery and installation services with Rachell Haines, Chemistry Department at RLH032@shsu.edu or 936 294-1532.

NMR Upgrade Includes:

1. NMR Magnet Shim System
2. NMR Deuterium / Lock System
3. Gradient Shimming Capacity
4. Z-pulsed Field Gradient Capacity
5. Automatic Tuning and Matching Capability
6. Variable Temperature Capability (including accessory Dewar)
7. Broadband Probe: 5 mm capable of variable temperature operation; z-axis pulsed field gradient operation, and auto tune and match capability
8. Dual Rf amplifiers providing 50 watt for $^1$H/$^19$F range and 150 watt for low frequency range (<200 MHz). Access to as wide a range of lower frequency elements as possible is preferable.
9. Maximum sweep width >5 MHz
10. Host workstation: with spectrometer operation software installed, data acquisition and processing software for 1D, 2D, and 3D NMR data.
11. Training: basic operation and maintenance.
    a. Performance of available acquisition experiments and introduction of spectrometer operation/data processing software.
    b. Training to be provided after installation services are completed and within 7 work days of completion of installation services.
12. Warranty: Provide a Standard Commercial Warranty
    Contact information for obtaining warranty services:
    Telephone number: ____________________
    E-mail address: ________________________
INFORMATIONAL NOTES

1. **Fax Bids:** Fax bids are acceptable. Bid fax number 936 294-1997.

2. **Point of Contact:** Marilyn Meshell, Purchaser II, pur_mar@shsu.edu or telephone 936 294-1905.

3. **Intended Use:** Upgrade existing NMR Spectrometer system.

4. **Award Factors:** Award will be made to the bidder who provides the lowest price that meets or exceeds the IFB specifications. Also, see the Terms and Conditions, paragraph 6, Award of Contract.

5. **Bidder Questions:** After the IFB is advertised, bidders will have until NOON Central Time, 6 January 2015, to submit written questions for clarification of the proposal. Send questions to Marilyn Meshell via e-mail to pur_mar@shsu.edu or fax to 936 294-1997. All questions submitted and received will be reviewed, consolidated where possible, and answered in one addendum to the bid. The addendum will be posted on the Walker County Alliance web page at www.shsu.edu/wca and on the Texas Electronic State Business Daily at http://esbd.cpa.state.tx.us. Addenda are usually posted within 2 business days unless the questions involve legal issues or complex subjects. It is the bidder’s responsibility to continually check the web site for Addenda.

6. **Addenda to Invitation For Bid and Award Information:** If it becomes necessary to revise any part of this IFB, including the answer of technical questions, a revision will be given in the form of an addendum. The addendum will be posted on the Walker County Alliance web page at www.shsu.edu/wca www.shsu.edu/wca and on the Texas Electronic State Business Daily at http://esbd.cpa.state.tx.us. It is the responsibility of the bidder to monitor the website for addenda or other written responses. In addition, information about the award will be posted on the web site.

7. **No Guarantee of Award:** University makes no warranty or guarantee that an award will be made as a result of this IFB. University reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies and delete any requirement or specification from this IFB or the Agreement when deemed to be in University’s best interest. University reserves the right to seek clarification of any item contained in bid prior to final selection. Such clarification may be provided by telephone or personal meeting with or in writing to University, at University’s discretion. Representations made by bidder within its bid will be binding on bidder. University will not be bound to act by any previous communication or response submitted by bidder, other than this IFB.

8. **SmartBuy, TXMAS and Cooperative Agreements:** Please provide a bid offering your best pricing. If best pricing utilizes SmartBuy, TXMAS or one of the cooperative contracts listed below, please include your SmartBuy, TXMAS or cooperative contract number with your bid. Otherwise, provide open market pricing. The University is authorized to use TXMAS contracts and is a member of several purchasing cooperatives:

   - Choice Partners
   - Educational & Institutional Cooperative (E&I)
   - First Choice
   - National IPA
   - National Joint Powers Alliance
   - Purchasing Solutions Alliance (PSA)
   - Region VIII Education Service Center – Interlocal Agreement
   - Texas Association of School Boards (TASB - Buyboard)
   - The Cooperative Purchasing Network (TCPN)
   - Texas Multiple Award Schedules (TXMAS)
   - U.S. Communities

9. **Insurance Requirements:** Bidder must have the appropriate level of insurance coverage required by the University. University insurance requirements are located on page 10. Please submit a sample Certificate of Insurance with your bid. Documentation of insurance must be provided prior to commencement of work.
10. **Franchise and Sales Taxes**: Vendor must be in good standing with the Comptroller of Public Accounts for the State of Texas for franchise and sales taxes to receive an award based on this solicitation. If you require more information about these taxes, visit the Comptroller’s office at http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html or call 800 252-1381.

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

12. **Delivery Time**:
   a. Desired Delivery Time: 45 days after receipt of order (ARO)
   b. Required Delivery Time: 90 days ARO
   c. If unable to meet required delivery date, provide your best delivery date on page 2.

13. **Delivery Instructions**:
   a. Deliver to: Chemistry Department, Chemistry & Forensic Science (CFS) Building room 324, 1003 Bowers Blvd, Huntsville TX 77340.
   b. Delivery Hours: Monday – Friday, 8 am - 4:30 pm, except University observed holidays
   c. Vendor will be required to contact the university at least 24 hours prior to delivery to make delivery and installation arrangements. See Specifications for departmental contact information.

14. **Invoice and Payment**:
   a. SHSU is an agency of the State of Texas and is Tax Exempt
   b. Payment will be made by SHSU Disbursements and Travel Services after receipt of a correct invoice and receipt of a Payment Approval Form from the department.
   c. After delivery of the items, submit an original and one copy of an invoice to:
      
      Sam Houston State University  
      Disbursements  
      Box 2185  
      Huntsville  TX 77341  
      fax 936 294-3796

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

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

1. BIDDING REQUIREMENTS

1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

1.2 Bids must be time/date stamped by Sam Houston State University (SHSU) Procurement and Business Services department on or before the hour and date specified for the bid opening. Bids should list the bid number, opening date and time in the lower left corner of the sealed envelope in which the bid is submitted and show the correct SHSU address as stated on the bid form.

1.3 Bids should be submitted on this Invitation For Bid form. Bidders must price per unit shown. Unit prices shall govern in the event of an extension error. If a price quotation is submitted as a part of the bid, the quotation should be referenced on the SHSU bid document and the SHSU Invitation For Bid form must be manually signed by the bidder to establish formal linkage to the bid.

1.4 Late or unsigned bids will not be considered under any circumstances. Person signing the bid must have authority to bind the firm in a contract. The vendor (not the carrier/mail service/University) is solely responsible for ensuring the bid is received prior to the bid opening in the Procurement and Business Services Department as specified on the bid form. Late bids properly identified will be returned, unopened, to the bidder.

1.5 Quote F.O.B. destination, freight prepaid and allowed, unless otherwise noted in the bid specifications.

1.6 Bid prices are requested to be firm for SHSU acceptance for 30 calendar days from bid opening date. Discount from list bids are not acceptable, unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.

1.7 Bids should give the Vendor ID number (as issued by the Comptroller of Public Accounts of Texas), full firm name and address of bidder, phone, and fax on the face of this form. If the Vendor ID number is not known, enter the bidder’s Federal Employer’s Identification Number, or Social Security Number if a sole owner. (Disclosure of SSN, if applicable, is mandatory pursuant to Section 231.006, Texas Family Code, and will be used in determining whether any person having 25% or greater ownership interest in the bidder company is more than 30 days delinquent in paying child support. Bidders that have pre-registered this information with the Texas Comptroller of Public Accounts website on the Centralized Master Bidders List have satisfied this requirement. Additionally, the firm name should appear on all continuation pages of this bid form.)

1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by SHSU, based on an acceptable written reason.

1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in this bid.

1.10 The State reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.

1.11 Consistent and continued tie bidding could cause rejection of bids by SHSU and/or investigation for antitrust violations.

1.12 SHSU offers facsimile service as a convenience only. The telephone number for FAX submission of bids is 936-294-1997. This is the only number that will be used for the receipt of bids. SHSU shall not be responsible for failure of electronic equipment or operator-error. All pages of a fixed bid must be totally received and date stamped by purchasing personnel by the specified bid opening time. Partially received fax bids will be considered late if still transmitting after the specified time of the bid opening. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. SHSU Procurement and Business Services holds the official time clock.

1.13 If a bidder takes exception to any specifications within this Invitation for Bid, they must notify the Procurement and Business Services department in writing prior to the scheduled bid opening date and time.

1.14 Texas Public Information Act: Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). If a bidder believes any information contained in the bidder’s response package contains any proprietary or confidential information the bidder must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact bidder prior to release of claimed proprietary information. If, at that time, the bidder still believes information provided is proprietary or confidential, the bidder shall timely notify the University. Upon receipt of such notice, the University will submit to the Attorney General’s Office the documents on which privilege is claimed, but will not be required to present any argument in support of the proposer’s claim of privilege. It shall be the responsibility of the proposer to make arguments directly to the Attorney General’s Office.
2. SPECIFICATIONS

2.1 Unless specifically stated otherwise, any catalog, brand name or manufacturer’s reference in this Invitation For Bid is descriptive (not restrictive) and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding other than referenced specifications, the bid MUST show manufacturer brand or trade name and description of product offered. Illustrations, product brochures, literature, etc. with complete descriptions of products offered should be made a part of the bid. If bidder does not identify exceptions to the specifications shown in this Invitation to Bid, bidder will be required to furnish brand names, numbers, etc. as shown in this Invitation to Bid.

2.2 Unless otherwise specified in this document, all items shall be new and unused and of current production.

2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from the UL, FMRC or NEMA.

2.4 Sample, when requested, must be furnished free of expense to the State. If not destroyed in examination they will be returned to the bidder, on request, at the bidder’s expense. Each sample should be marked with bidder’s name, and address and requisition number. Do not enclose in or attach bid to sample.

2.5 SHSU will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid.

2.6 Manufacturer’s standard warranty shall apply unless otherwise stated in the specifications in this Invitation For Bid.

3. DELIVERY

3.1 Bid should show the number of days required to place material/deliver items to the University’s designated location under normal conditions. Delivery days mean calendar days. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause the bid to be disregarded.

3.2 If delay is foreseen, vendor shall give written notice to SHSU. Vendor must keep SHSU advised at all times of status of order. Default promised delivery (without accepted reasons) or failure to meet specifications authorizes SHSU to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

3.3 Delivery shall be made during normal working hours, 8:00 a.m.- 4:00 p.m. CST only, unless prior approval has been obtained from SHSU.

3.4 No substitutions permitted without the prior written approval of SHSU.

4. TIE BIDS

4.1 Tie Bids- Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) and 113.8 (preferences).

5. INSPECTIONS AND TESTS

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

6. AWARD OF CONTRACT

6.1 A response to this Invitation For Bid is an offer to contract based upon the lowest price that meets or exceeds specifications contained herein or the best value criteria if stated in the specifications contained herein. Bids do not become contracts until they are accepted through a SHSU purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Huntsville, Texas.

7. CANCELLATION OF CONTRACT

7.1 If contract is cancelled, for any reason, any prepaid fees shall be refunded on a pro-rated basis.

8. PAYMENT

8.1 Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods/services on an uncontested invoice. The payment process will begin when SHSU Purchasing/Accounts Payable receives the authorized payment approval form from the department/end user. Sam Houston State University may pay vendors for any goods or services provided utilizing any one of the following methods of payment:
a) Paper check  
b) ACH  
c) Wire  
d) WEX Inc. Financial Services’ AP Direct  
e) Procurement Card

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

10. PATENTS & COPYRIGHTS
10.1 The vendor agrees to protect SHSU from claims involving infringement of patents and copyrights.

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

12. BIDDER AFFIRMATION
Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed:
12.1 The bidder 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 bid.
12.2 The bidder is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
12.3 Neither the bidder nor the firm, corporation, partnership, or institution represented has violated any antitrust laws of this State or the Federal Antitrust Laws (see Section 9 above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
12.4 The bidder has not received compensation for participation in the preparation of the specifications for this Invitation For Bid.
12.5 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the Bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.
12.6 Pursuant to Section 2155.004 Government Code re: collection of state and local sales and use taxes, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
12.7 The contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor, in the execution or performance of this contract.
12.8 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
12.9 Bidder certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of former executive: ____________________________
Name of State agency: ____________________________
Date of separation from State agency: ____________________________
Position with Bidder: ___________________________________________

Date of Employment with bidder: __________________________________

**13. TECHNOLOGY ACCESS CLAUSE**

13.1 The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to Sam Houston State University that the technology provided to Sam Houston State University for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

- providing equivalent access for effective use by both visual and non-visual means;
- presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and
- being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Federal Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives.

**14. NOTICE TO BIDDERS**

14.1 Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid.

14.2 The University considers all information, documentation, and other materials submitted in the response to this IFB to be of a non-confidential and non-proprietary nature unless otherwise indicated by the bidder 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. Bidder 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.

14.3 Equal opportunity – This contractor and subcontractor shall abide by 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, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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

01/18/2013
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 an 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 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. Builders’ Risk (if applicable)

2. Insurance, required by subparagraphs above, shall be written for not less than any limits of liability required by law or 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 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 employee 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 endorsements thereto. Thirty (30) days’ notice of cancellation must be provided. Such certificates, policies and endorsements shall set forth evidence of all coverage required. During the term of this Agreement, the Contractor shall furnish to the Owner copies of any endorsements issued amending any such required insurance.

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

5. Certificate Holder and Additional Insured Information:
   Texas State University System Board of Regents/Sam Houston State University
   C/O Requesting Department Street Address City, State, ZIP
   e-mail address: cc: ses058@shsu.edu
HUB PLAN REQUIREMENTS

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 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:

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

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.
HSP Quick Check List

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

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

❖ 100% HUB PARTICIPATION
If all of your subcontracting opportunities will be performed using only HUB vendors, complete:

☐ Section 1 - Respondent and Requisition Information
☐ Section 2 a. – Yes, I will be subcontracting portions of the contract
☐ Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors
☐ Section 2 c. – Yes
☐ Section 4 – Affirmation
☐ GFE Method A (Attachment A) – Complete this attachment for each subcontracting opportunity

❖ MEET THE GOAL
If you are subcontracting with HUB vendors and Non-HUB vendors, and the aggregate percentage* of subcontracting with HUB vendors meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:

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

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

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

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

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

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

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

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

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

For assistance in completing the HSP at Sam Houston State University contact:

Bob Chapa (HUB Coordinator) @ 936/294-4670 or ntc001@shsu.edu

Sam Houston State University HUB goals are as follows:

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

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: ____________________________
   Point of Contact: ______________________________________
   E-mail Address: ________________________________________

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

c. Requisition #: _______________________________________
   State of Texas VID #: ___________________________
   Phone #: ____________________________
   Fax #: ___________________________
   Bld Open Date: __________________________
   (mm/dd/yyyy)
SECTION 2  SUBCONTRACTING INTENTIONS

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

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

☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3.)

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

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.</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>Percentage of the contract expected to be subcontracted to non-HUBs.</td>
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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://www.state.tx.us/procurement/programhub/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 c, 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 with 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>
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*Aggregate percentages of the contract expected to be subcontracted: % % %*
SECTION 3  SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item e, you must complete this SECTION and continue to SECTION 4.)

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

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

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

SECTION 4  AFFIRMATION

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

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

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

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

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

---

Signature  
Printed Name  
Title  
Date

REMINDER:  ➢ If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

➢ If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
**HSP Good Faith Effort - Method A (Attachment A)**

**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 # (Required for Texas Certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ - Yes ☐ - No</td>
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</tbody>
</table>

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

Enter your company’s name here: ___________________________ Requisition #: ___________________________

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

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at http://www.window.state.tx.us/procurement/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 prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at http://www.window.state.tx.us/procurement/cmbl/cmblhub.html. HUB Status code “A” signifies that the company is a Texas certified HUB.

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>VID #</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Did the HUB Respond?</th>
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<tbody>
<tr>
<td></td>
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<td>1/1</td>
<td>- Yes</td>
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<td>- Yes</td>
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<td>- Yes</td>
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</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 notification 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 notifications of subcontracting opportunities is available on the Statewide HUB Program’s webpage at http://www.window.state.tx.us/procurement/prog/hub/mhub-links-1/

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

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity 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 has identified below in Section B has determined that subcontracting opportunities are probable under the requirement to which my company will be responding.

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

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

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

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

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

| 2. | Scope of Work: |
| 3. | Required Qualifications: |
| | ☐ - Not Applicable |

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

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