



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

Reference Number 753-012-9342DJF

Trademark Licensing Agency Services

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

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

PROPOSAL MUST BE RECEIVED BY: 3:00 PM Central Time February 29, 2012
FAXED PROPOSALS WILL NOT BE ACCEPTED

**Show RFP Number, Opening Date and
Time on Return Envelope**

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

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

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

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

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

Note: Failure to sign and return the Execution of Offer will result in the rejection of the proposal. (Required form is included with this Request For Proposal)

All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.

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SECTION A INTRODUCTION / BACKGROUND / OVERVIEW

A-1 Information About Sam Houston State University

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

The establishment of Sam Houston Normal Institute was authorized by Texas Governor Oran M. Roberts on April 21, 1879. On October 10 of that year "the Normal" opened with 109 students, four faculty members and its first principal, Bernard Mallon.

Created to train school teachers, today's Sam Houston State University offers a broad range of academic programs leading to bachelor's, master's and doctoral degrees. Many of its academic programs and faculty have attained national and statewide recognition.

Sam Houston State University serves one of the most diverse populations of any education institution in Texas. Admission requirements were strengthened six years ago. In the fall of 2011, SHSU experienced another record enrollment, with approximately 18,000 students. The physical plant is undergoing significant expansion and improvements at a cost of more than \$250 million.

Central to the university's recent achievements is a dedicated faculty and staff that provide a caring education environment for students to learn and develop. With namesake, ties to Texas history and a record of 130 years of service to the people of the state, Sam Houston State University is truly "a great name in Texas education." For more than 130 years, Sam Houston State University has been preparing students for meaningful lives of achievement. Its motto, "The measure of a Life is its Service," echoes across SHSU's five colleges and beyond campus through student research, creative endeavors, service learning, volunteering and more.

Named for Sam Houston, Texas' greatest hero, SHSU continually strives to honor its historical roots through academic excellence that includes exceptional teaching from faculty members who care as much about their students' success as they do about furthering the knowledge of their fields.

Academic Offerings

SHSU is a selective institution that offers 79 bachelor's degree programs, 54 master's programs and five doctoral programs, including nationally recognized programs in Business, Fine Arts, Education, Mathematics and Criminal Justice. SHSU is classified as a "Doctoral Research University" by the Carnegie Commission on Higher Education.

Athletic History:

Sam Houston State is a Division I athletics program competing as a member of the Southland Conference. Each year, 17 teams and nearly 400 student athletes compete for championships for one of the most successful programs in the conference. As recently as 2007, SHSU was recognized as the top overall athletic program in the league, winning the Southland Commissioners Cup for an unprecedented third consecutive year.

CURRENT LICENSING AND TRADEMARK INFORMATION

Sam Houston State University's licensing program has been managed by Collegiate Licensing Company (CLC) since 2003 and expires August 31, 2012.

A-2 SCOPE OF PROPOSAL

A-2a Scope:

Contractor shall furnish all management, labor, equipment, goods, and supplies necessary to provide University with a first class licensing and trademark program that will generate significant revenue, maintain the highest standards of quality control, and expand Sam Houston State’s merchandising footprint within east Texas. With an emphasis on Northwest Harris and Montgomery Counties. Services shall include, but not be limited to:

Revenue Generation

Brand Management

Brand Protection

Brand Development

Expansion of Footprint

SECTION B PROPOSAL INSTRUCTIONS AND REQUIREMENTS

B-1 Proposal Delivery Instructions

B-1a Proposals Must Be Received By: 3:00 PM Central Time February 29, 2012

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

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

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

B-1c Unacceptable Proposal Delivery Methods: The University will not accept proposals submitted by telephone, facsimile (fax) transmission, or electronic submission (e-mail disk, CD-ROM, etc) in response to this RFP. **Faxed proposals are not acceptable.**

B-1d Proposer Responsibilities:

- a. The proposer, (not the carrier/mail service/other or University), is solely responsible for ensuring the proposal is received prior to the proposal opening date and time in the Procurement and Business Services Department as specified on the RFP form.
- b. Proposer should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Failure to submit a complete response may result in disqualification of Proposer’s proposal.
- c. Persons signing the proposal must have the authority to bind the firm in a contract. Late offers will be returned to Respondent unopened.

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

B-2 RFP Methodology/Process

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

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

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

B-2d Public Information: The University considers all information, documentation and other materials submitted in response to this RFP to be of a non-confidential and non-proprietary nature unless otherwise indicated by the proposer in accordance with section 1.11 of the Terms and Conditions 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.

B-2e Costs of Preparing Proposals:

- a. The proposer shall bear, as its sole risk and responsibility, any costs that arise from preparation of the proposer's response to this solicitation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

B-2f Negotiations or Discussions:

If possible, an award will be made without holding negotiations. If negotiations are necessary, they will be scheduled after all proposals are evaluated. Negotiations will only be held with proposer(s) who have a reasonable chance of receiving contract award. Therefore, do not anticipate negotiations being held. Best and Final Offers will only be requested if negotiations are held. Therefore, you are strongly encouraged to submit your best offer at the date and time proposals are due. The SHSU Evaluation Committee reserves the right to request a meeting with the proposer(s) who have a reasonable chance of receiving contract award. If the evaluation committee decides that a meeting is necessary, the vendors will be contacted and the meeting will provide the vendor an opportunity to present or clarify details of their submitted proposal and to answer questions from the committee. The meeting may be conducted either in person or via tele-conference, whichever is agreed upon by both parties.

B-2g Pricing:

Include any and all costs of materials, parts, labor, equipment, facilities, travel, overhead, profit, delivery, installation, etc. in the unit pricing for this proposal.

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

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

B-2j **Proposal Validity Period:** Each proposal should state that it will remain valid for a minimum of 180 days after the submittal deadline to allow time for evaluation of proposals, award determination, and any unforeseen delays. The successful proposal accepted by University shall remain valid for the full term of the Agreement or other contractual arrangements resulting from this RFP.

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

B-2l **Standard Contract Agreement:** Provide a copy of Proposer's Standard Contract Agreement, if applicable, with your proposal.

B-3 Proposer Questions and Addenda

B-3a **Proposor Questions:** After the RFP is advertised, proposers will have until **10:00 am Central Time, January 23, 2012**, 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 must be received by **10:00 am Central Time, January 23, 2012** so that they can be reviewed, consolidated where possible, and answered in one Addendum or as Responses to Questions for clarification to the proposal. 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 responsibility of the Proposer to monitor the website for addendums or other written responses.**

B-3b **Addenda to Request For Proposal and Award Information:** If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum and will be posted on the Texas Electronic State Business Daily <http://esbd.cpa.state.tx.us> and the Walker County Alliance web page www.shsu.edu/wca. All addenda shall become a part of this RFP and shall become part of the contract. **It is the responsibility of the Proposer to monitor the website for addendums or other written responses.**

B-4 Pre-proposal Conference /Site Visit:

B-4a **Pre-Proposal Conference:** No pre-proposal conference will be held.

B-5 General Information

B-5a Intended Use: Contractor shall furnish all management, labor, equipment, goods, and supplies necessary to provide University with a first class licensing and trademark program that will generate significant revenue, maintain the highest standards of quality control, and expand Sam Houston State’s merchandising footprint within east Texas

B-5b Class and Item: 915- 22, 946- 49, and/ or 961-53

B-5c 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. Proposors are reminded that SHSU is not bound by any oral statements or representations. SHSU Procurement and Business Services is the only department that has the authority to provide official answers to questions, conduct discussions or negotiations, or enter into any binding agreement for this project.

B-5d Parties to the Proposal/Resulting Contract: Sam Houston State University (SHSU) and the contractor. Athletics is a department of SHSU.

BA5-a Termination/Cancellation: In the event that the awarded contractor is non-compliant with any portion of the contract, Sam Houston State University will give the contractor 30 days notice to comply. If compliance is unsatisfactory after 30 days, Sam Houston State University has the right to terminate the contract.

BA5-b Performance Period:

Initial 3 Year Period:	September 1, 2012, or date of award if later, through August 31, 2015.
First Option Year:	September 1, 2015 through August 31, 2016
Second Option Year:	September 1, 2016 through August 31, 2017
Third Option Year:	September 1, 2017 through August 31, 2018
Fourth Option Year:	September 1, 2018 through August 31, 2019
Fifth Option Year:	September 1, 2019 through August 31, 2020
Sixth Option Year:	September 1, 2020 through August 31, 2021
Seventh Option Year:	September 1, 2021 through August 31, 2022

BA5-c Option to Extend the Term of the Purchase Order: The University may extend the term of the resulting purchase order, after the initial 3 year period, in one year increments. If the Purchase Order is not going to be extended, the Contractor will be notified by written notice at least 30 days prior to the end of the performance period. The total duration of the order, including the exercise of options, shall not exceed Ten (10) consecutive years.

B-6 Preparation and Submittal Instructions

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

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

B-6c Provide with your proposal; qualifications and resume on personnel that will be in charge of this project, to include education, experience, and previous employment. Proposer will provide contact information from a minimum of three references of similar listed work, complete with name, address, phone number, and type of service provided .

B-6d Submission

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

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

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

B-6g **Table of Contents:** Proposals should include a Table of Contents with page number references. The Table of Contents should contain sufficient detail and be organized according to the same format as presented in this RFP, to facilitate easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

B-7 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.

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.

B-8 PROPOSAL CONTENT

B-8a Qualifications and References:

- a. Proposer should submit a minimum of three (3) references for similar type of work that the proposer completed for institutions of higher education within the past three (3) years.
- b. Include the institutions name, contact person, physical address, e-mail address, project timelines, completion dates, and synopsis of the project(s).
- c. By listing references, the proposer agrees that SHSU may contact the references and consider the references response as a basis to determine award of this RFP.
- d. Overall quality of sample work provided including definition of process, site visit findings, process map, written recommendations, and outcomes, if known.
- e. The University will be reviewing samples and references for things such as:
comprehensive recommendations, outcomes, best practices, and utilization of logical and effective processes.
- f. Provide qualifications and resume on personnel that will be in charge of this project, to include education and experience.

B-8b Execution of Offer and Pricing Proposal: Failure to sign and return the Execution of Offer will result in rejection of the proposal. (Section E)

B-8c Timeline: Proposal should include a statement that the Deliverables Due date can be met or bettered.

B-8d Length of Submission: Please keep proposal submission short and to the point while still providing all requested documents and information. Overly long or elaborate proposals are not desired.

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

B-9 CONTRACTUAL REQUIREMENTS

B-9a Contract Administration: Contract administration will be by SHSU Procurement and Business Services in conjunction with the Athletic Department.

B-9b Purchase Order Changes: All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by any addenda or interpretation that is not in writing. All changes must be supported by a written Purchase Order Change Notice prepared and processed by SHSU Procurement and Business Services. Other SHSU personnel do not have the authority to issue changes, oral or written, to the resulting purchase order.

B-9c 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 after receipt of a correct Invoice and receipt of a Payment Approval Form from the department.
- C. Submit original invoice to:
Sam Houston State University
Disbursements
Box 2185
Huntsville TX 77341

fax 936 294-3796

Section C QUALIFICATIONS AND EVALUATION CRITERIA

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

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

Retail Sales, Product Placement, E-Commerce, Marketing Support, Responsiveness to Proposal and How well the Proposer followed the RFP Format/Instructions	40 %
Agency Qualifications, Abilities, and References:	20%
Financial Consideration to the University	20%
Brand Management, Quality Control, Brand Protection, and the ability to Deliver On or Before Required Delivery Date/Meet Timeline:	20%
Total	100%

QUALIFICATIONS

The licensing agent must:

- Be a visible and experienced player in the licensing industry.
- Assigns a point person to the Sam Houston State University account to execute all elements of the licensing agreement on client's behalf.
- Attends and provides representation on behalf of SHSU at the major conferences and shows concerning collegiate licensing.
- Polices the identification of unlicensed merchandise in university marketing areas and ends that practice.
- Conducts audits of licensee's records and facilities. Audits should include licensees in the university local market.
- Provides licenses access to recognized labels for identifying officially licensed collegiate merchandise.
- Provides timely detailed reports and analyses of quarter royalties.

EVALUATION CRITERIA

The successful Proposer, if any, selected by the University, in accordance with the requirements and specifications set forth in this RFP, will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is most advantageous to the University. Proposals will be evaluated by employees of Sam Houston State University with oversight from the Procurement & Business Services Department. The evaluation of proposals and the selection of the successful proposal will be based on the information provided by Proposer in its proposal including, without limitation, responses to the Proposer's General Questionnaire. The factors to be considered by University, in evaluating proposals and selecting the successful Proposer for this award, will be those factors listed and categorized below with their relative weightings.

Retail Sales, Product Placement, E-Commerce and Marketing Support (40%)

Outline a specific staffing plan designed to specifically support the university's desire to increase its merchandising presence in the local and regional market.

Outline specific techniques the Agency utilizes to establish product placement in new retail outlets.

Describe examples of Agency's successful marketing and promotional techniques that drive sales in existing and newly established retail locations.

Cite examples of universities that the Agency has a track record of success towards increasing retail sales revenue.

Outline specific in-store placement strategies designed to impact sales.

Define resources and staffing the Agency provides to ensure retailer relationships are properly maintained.

Explain philosophy and specific execution steps to assist university in increasing e-commerce sales.

Outline any other success stories. The extent to which Proposer's response relates to the specific environment, requirements, and needs of University; the quality and level of substantive detail provided in Proposer's response, including but not limited to, the detail provided in response to the Proposer's General Questionnaire. To include how well the proposer followed the instructions of the RFP.

Agency Qualifications, Abilities and References (20%)

Outline the Agency's history.

Describe Agency's demonstrated competence and experience in representing licensing programs for intercollegiate athletic programs and universities.

Note the qualifications, education and experience of the team members proposed to conduct and supervise the Sam Houston State University licensing program.

List all institutions represented by the Agency and the number of years that Agency has represented clients.

Agency's ability to perform the required services within the time periods projected based on demonstrated capabilities, staff, and financial resources.

The Agency's demonstrated awareness of present trends as well as future developments in the licensing and apparel industry.

Explain how the Agency would collect, analyze and maximize University royalties.

Please provide a list of a minimum of three (3) references.

Financial Consideration to the University (20%)

Royalty Payments as described in proposer's response.

Time frame for payments/revenue to be delivered to the University.

Cost to University as described in proposer's response.

Brand Management, Quality Control and Brand Protection (20%)

Provide an overview of Agency's philosophy as it relates to managing and impacting a client's brand.

Please provide specific information about the Agency's ability to manage and impact both apparel and non-apparel opportunities for its clients.

Describe Agency's capabilities to ensure that a client's logos meet industry guidelines and production ready standards.

Outline any artwork or logo design services that would be included as part of the agreement that the Agency provides to help a client manage its trademarks and logos.

Describe Agency's ability to conduct a trademark review and how it assists clients with registering their marks and availability of in-house intellectual property counsel and whether these attorneys are available to the University at no charge or if separate compensation is required to access their services.

Provide a step-by-step process describing how the Agency manages the design approval process.

Provide a matrix of license types that the Agency uses when managing a client's brand.

Outline the Agency's ability to assist University with creating marketing campaigns and themes to promote athletics on a seasonal basis. Cite examples of success stories.

Describe the Agency's trademark protection and enforcement program.

Section D SPECIFICATIONS

D-1 Introduction and Background:

D-1a Required Travel :

- a. All travel costs must be included in the total price.

D-1b Required Timeline

- a. Issue RFP on or about January 5, 2012
- b. Technical Questions Due: January 23, 2012
- c. Proposals Due: February 29, 2012

D-1c **Proposer Timeline:** Proposal should include a statement that the Required Timeline can be met or provide a proposer timeline that demonstrates that the Deliverables Due date can be met or bettered.

D-1d **Deliverables:** Proposer will provide all management, labor, equipment, goods, and supplies necessary to provide University with a first class licensing and trademark program that will generate significant revenue, maintain the highest standards of quality control, and expand Sam Houston State's merchandising footprint within east Texas.

D-1e Acceptance and Deadlines:

D-1f Qualifications/ References/Quality

- a. Proposer should submit a minimum of three (3) references for similar type of work that the proposer completed for institutions of higher education within the past three (3) years.
- b. Include the institutions name, contact person, physical address, e-mail address, project timelines, completion dates, and synopsis of the project(s).
- c. By listing references, the proposer agrees that SHSU may contact the references and consider the references response as a basis to determine award of this RFP.
- d. Overall quality of sample work provided including definition of process, site visit findings, process map, written recommendations, and outcomes, if known.
- e. The University will be reviewing samples and references for things such as:
comprehensive recommendations, outcomes, best practices, and utilization of logical and effective processes.
- f. Provide qualifications and resume on personnel that will be in charge of this project, to include education and experience.

D-1g **Proposer's General Questionnaire:** Proposals should include answers to the Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer shall explain the reason when responding N/A or N/R.

D-1h Pricing and Royalty Schedule

Please complete and return the Pricing and Revenue Sharing Plan, as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit. University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Revenue Sharing Plan. In the Pricing and Revenue Sharing Plan, Proposer should describe each significant phase in the process of providing the Services to University, and the time period which Proposer proposes to be able to complete each phase.

D-1g **Scope of Services**

The minimum requirements and the scope of services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. For purposes of this RFP, the successful Proposer shall be sometimes referred to as “**Contractor.**”

a. General Overview

Contractor shall furnish all management, labor, equipment, goods, and supplies necessary to provide University with a first class licensing and trademark program that will generate significant revenue, maintain the highest standards of quality control, and expand Sam Houston State’s merchandising footprint within east Texas. Services shall include, but not be limited to:

b. Revenue Generation

Proposer should develop a plan that will immediately increase Sam Houston State University licensing revenues and set a course for continued and consistent growth into the foreseeable future.

c. Brand Management

Proposer should provide an overview of the Agency’s philosophy as it relates to managing a client’s brand, both tactically and strategically. The contracted Agency will be responsible for distributing University’s trademarks and logos to licensees and managing the design approval progress. The Proposer will also be expected to assist with the licensing of local manufacturers and internal campus suppliers and also assist the University in by providing any additional artwork services as needed. Agency will be expected to demonstrate their specific business practices in implementing a plan for each license type, how it will be used, restrictions, royalty rates, advanced feeds, labeling requirements, insurance requirements, etc. Agency will also provide reports to the University to help better manage its brand, benchmark data with peer institutions, project future sales and maximize its sales potential.

d. Brand Protection

Sam Houston State University has made recent strides in this area, but the unauthorized use of the University trademarks and logos continues to be an issue that needs to be seriously addressed. Selected agency is expected to assist University with any needs in registering its marks through the U.S. Patent and Trademark Office (USPTO), as well as provide available in-house counsel to assist in this process at no charge to the University. Agency must demonstrate an expertise in trademark protection and enforcement that is executed at the local, regional and national level(s) as well as via the Internet. The selected Agency will be responsible for creating product labeling standards that protect the University’s marks and brand building efforts. Agency is expected to conduct regular audits of manufacturer’s, retail outlets, etc. on behalf of the University.

e. Brand Development

University will select an Agency partner that best demonstrates an expertise in brand development services. Expectations will for the Agency to ensure that manufacturer and retailer relationships are developed, maintained, and maximized and that a specific marketing and promotional program is executed to elevate the University brand and in turn maximize its retail and online sales. Agency must ensure that University’s logos meet industry guidelines and production-ready standards, and provide in-house design as needed. Agency will be expected to provide external communications efforts that raise the profile of Sam Houston State University and its trademarks including newsletters, trade shows, trade publications, e-commerce channels, consumer and/or wholesale distribution networks, etc.

f. Expansion of Footprint

Sam Houston State University has more than 100,000 active alumni of which 75% are east Texas based. Nearly one-third are based in the Houston metropolitan area. However, Sam's retail presence is currently limited to an approximately 30 mile radius of Huntsville, Texas. The selected Agency will be expected to increase the number of overall retail outlets and make significant penetration into Houston. Additionally, University is seeking a partner who has the ability to showcase the University and its marks on a regional and national basis.

Section E EXECUTION OF OFFER

1. In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any and all commodities or services at the prices quoted.
2. By signature hereon, the offeror hereby certifies that he/she is not currently delinquent in payment of any franchise taxes owed the State of Texas under Chapter 11, Tax Code.
3. By executing this offer, offeror affirms that he/she has not given, offered, or intends to give at any time hereafter, any economic opportunity, future employment, gift loan, gratuity, special discount, trip, favor, or service to public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the offeror shall be removed from all proposals lists.
4. By the signature hereon affixed, the offeror hereby certifies that neither the offeror or the firm, corporation, partnership, or institution represented by the offeror or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this offer, offeror certifies that if a Texas address is shown as the address of the offeror, offeror qualified as a Texas Resident Proposer as defined in Rule 1 TAC 113.8.

This offer consists of pages number 1 through 27 of RFP# 753-012-9342DJF.

Federal Employer Identification Number (FEIN): _____

Proposer/Company: _____

Signature (ink): _____ **Date:** _____

Name (typed/printed): _____

Title: _____

Address: _____
Street or PO Box City State Zip Code

Telephone Number: _____

Cost : \$ _____ See E-1 _____
(to include any and all costs, fees, charges, etc.)

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

E-1 ANNUAL FEES

The proposal shall detail in a schedule the requirements for remuneration, including maximum fees to be paid by the University as agency fees, if any are required. The University requires that each proposal state specifically whether the proposed form of remuneration is unique to this proposal or part of an existing schedule used for all other accounts. This schedule should be provided below:

- Year One = \$ _____
- Year Two = \$ _____
- Year Three = \$ _____
- Year Four = \$ _____
- Year Five = \$ _____
- Year Six = \$ _____
- Year Seven = \$ _____
- Year Eight = \$ _____
- Year Nine = \$ _____
- Year Ten = \$ _____

E-2 REVENUE TO BE PAID TO UNIVERSITY

a. Royalty Fees

Please outline the agency’s financial proposal specifically royalty fees to be paid to the University. Also, outline schedule for statements and payments. Also, include any information on potential penalties.

b. Additional Compensation

Additional Compensation offered, if any:

Delivery Schedule of events and time tables.

Provide on an attached sheet with reference.

Upon awarding of RFP to contractor, University requests the contract to begin September 1, 2012 or at a mutually agreed upon date. University requests that payments begin no earlier than September 1, 2012. Contractor should state if that is acceptable or should state what their preference is for payment.

E-3 PROPOSER’S GENERAL QUESTIONNAIRE

Proposers shall submit a complete response to each of the items listed below. Proposals must include responses to each numbered item contained in the Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

Proposer Profile --

1. Legal name of Proposer Company:

Address of office that would be providing service under the Agreement:

Number of years in Business:

State of incorporation:

Number of Employees:

Annual Revenues Volume:

Name of Parent Corporation, if any: _____

NOTE: If Proposer is a subsidiary, the University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

2. State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3. Provide a Financial rating of the Proposer entity and any related documentation, such as a Dunn and Bradstreet analysis (if such a rating and documentation are available), that indicates the financial stability of Proposer.

4. Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer shall explain the expected impact, both in organizational and directional terms.

5. Provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under an Agreement with University (if any).

6. Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer shall specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

7. Provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.005, Texas Family Code, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support.

8. Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of Sam Houston State University? If yes, Proposer shall explain.

9. Provide any additional information to assist University in assessing Proposer's demonstrated capability and financial resources to provide the goods or services described in this RFP.

10. Provide a statement of the Proposer's service approach and shall describe any unique benefits to University from doing business with Proposer. Proposer shall briefly describe its approach for the required services identified in Section 5, the Scope of Services, in this RFP.

11. Provide an estimate of the earliest starting date for services following execution of an Agreement.

12. Submit Proposer's work plan with key dates and milestones. The work plan should include:

- Identification of tasks to be performed,
- Time frames to perform the identified tasks,
- Project management methodology,
- Implementation strategy, and
- The expected time frame in which the services would be implemented.

13. Describe the types of reports and/or other written documents Proposer will provide and the frequency of reporting. Proposer shall include samples of reports and documents if appropriate.

14. Provide summary resumes for Proposer's proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

15. Provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFP. Proposer will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer. If Proposer has previously contracted with this University, Proposer may include such contract in its reference list but the University reference should be in addition to, and not one of, the three required references.
Technical Issues, Website Maintenance, and Reporting

16. Describe the Internet technology, hosting capacities, and Website capabilities that Proposer plans to offer in completion of the Services. Proposer shall also identify what type of backup functions or procedures are provided for the its proposed website services.

17. Describe in detail the technology support that will be provided to University in completion of the Services.

18. Provide information to assist the University in assessing Proposer's knowledge of current and developing issues related to designing, producing, and maintaining an NCAA Division IA athletic website.

19. Describe the level of transactional security that Contractor provides in its website transactions and services.

20. Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster affecting Proposer's offices and/or Proposer's electronic systems and website services? If so, then Proposer shall provide either a copy or a description of the plan.

Miscellaneous --

21. Provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University, or its students, faculty, and staff.

22. Describe in detail any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer.

23. Describe any difficulties Proposer anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer shall describe the assistance it will require from University.

Section F

TERMS AND CONDITIONS:

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

1. PROPOSAL REQUIREMENTS:

- 1.1 **Rules, Regulations & Statutes:** Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 **Unit Price:** Proposers must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 **Late or Unsigned Proposals:** Late and/or unsigned proposals will not be considered under any circumstances. Person signing proposal must have the authority to bind the firm in a contract. The proposer (not the carrier/mail service/other or the University) is solely responsible for ensuring that the proposal is received in Procurement and Business Services prior to the specified opening date and time.
- 1.4 **FOB Point:** Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.5 **Pricing Firm:** Proposal prices are requested to be firm for SHSU acceptance for 180 days from proposal opening date (**unless otherwise stated in specifications**). "Discount from list" proposals are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts will be taken if earned.
- 1.6 **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax, per Texas Tax Code, Section 151.309(4). Do not include tax in the proposal.
- 1.7 **Right to Accept or Reject:** The State reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interests of the State.
- 1.8 **Withdrawal:** Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 180 days, to provide the commodity or service set forth in the specifications, or until a selection has been made by SHSU Procurement and Business Services.
- 1.9 **Proposal Costs:** Proposers electing to respond to this RFP are responsible for any and all costs of proposal preparation. The University is not liable for any costs incurred by a proposer in response to this RFP.
- 1.10 **Exceptions:** If a proposer takes exception to any specifications within this Request for Proposal, they must notify Procurement and Business Services in writing prior to the scheduled proposal opening date and time.
- 1.11 **Texas Public Information Act:** Information, documentation, and other material collected, assembled or maintained by the University in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). If a proposer believes any information contained in the proposer's response package contains any proprietary or confidential information the proposer must clearly mark the verbiage claimed to be proprietary or confidential. If a Public Information Act request for documents is filed, the University will make best efforts to contact proposer prior to release of claimed proprietary information. If, at that time, the proposer still believes information provided is proprietary or confidential, the proposer shall timely notify the University. Upon receipt of such notice, the University will submit to the Attorney General's Office the documents on which privilege is claimed, but will not be required to present any argument in support of the proposer's claim of privilege. It shall be the responsibility of the proposer to make arguments directly to the Attorney General's Office.

2. SPECIFICATIONS

2.1 **Brand Name Descriptive:** Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Proposals on brands of like nature and quality will be considered unless otherwise stated in the Request for Proposal (RFP). If proposing other than brand referenced, proposal should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.

2.2 **New Items:** Unless otherwise specified, items shall be new and unused and of current production.

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

2.4 **Samples:** Samples, when requested, must be furnished free of expense to the State. Each sample should be marked with the proposer's name and address, and requisition number. Do not enclose in or attach proposal to sample. All samples become the property of the University.

2.5 **Oral Statements:** SHSU will not be bound by any oral statement or representation contrary to the written specifications of the Request for Proposal (RFP).

2.6 **Manufacturer's Warranty:** Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

3. DELIVERY

3.1 **Delivery Days:** Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates proposer to deliver in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.

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

3.3 **Substitutions:** No substitutions permitted without written approval of SHSU.

3.4 **Delivery Hours:** Delivery shall be made during normal working hours (8:00 a.m. to 4:00 p.m.) only, unless prior approval has been obtained from ordering agency.

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

5. AWARD OF CONTRACT

5.1 A response to this RFP is an offer to contract based upon the best price, terms, conditions and specifications contained herein. **Proposals do not become contracts until they are accepted through a purchase order.** The contract shall be governed, construed and interpreted under the laws of the State of Texas, and SHSU policy as the same may be amended from time to time. Any legal actions must be filed in Walker County, Texas.

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

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

7. PAYMENT – Vendor shall submit an itemized invoice showing SHSU purchase order number. SHSU will incur no penalty for late payment, if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. Regardless of the invoice date, the payment process will begin when Procurement and Business receives a written authorization/acceptance from the awarding department.

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

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

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

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

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

13. PROPOSER AFFIRMATION – Signing this proposal with a false statement is material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer shall be removed from all proposal lists. By signature hereon affixed;

13.1 The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.

13.2 The proposer is not currently delinquent in the payment of any franchise tax owed with the Texas Comptroller of Public Accounts. For more information see the website for the Texas Comptroller of Public Accounts: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>.

13.3 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (See Section 8, above) nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

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

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

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

13.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, SHSU, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

13.8 Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

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

Name of Former Executive: _____
Name of State Agency: _____
Date of separation from State Agency: _____
Position with proposer: _____
Date of Employment with proposer: _____

14. NOTICE TO PROPOSER:

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

14.2 Equal Opportunity – Proposer represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age or disability in the performance of the resulting contract.

Feb. 2011

Section G

HUB Subcontracting Plan (HSP) Overview

The university has determined that subcontracting opportunities are probable under this contract therefore a HSP is required. Proposals received without a completed HSP will be rejected.

SECTION 1: Complete with your company information. Make sure point of contact is someone that can answer questions and inquiries posed by the University.

SECTION 2:

IF YOU ARE NOT SUBCONTRACTING: (Please read the definition of a subcontractor Section 2, Sentence 2) and check “No, I will not be subcontracting...”, then continue to complete Section 9 and 10.

IF YOU ARE SUBCONTRACTING: (Please read the definition of a subcontractor Section 2, Sentence 2) then check the box stating “Yes, I will be subcontracting...”, then list your subcontracting opportunities where indicated on the bottom of Section 2. Make a copy of page 2 for each subcontracting opportunity listed under Section 2 on page 1.

SECTION 3: Enter the line number and description of the subcontracting opportunity listed in Section 2.

SECTION 4: Denote if applicable, may want to discuss advantages of Mentor/Protégé Program with HUB Coordinator.

SECTION 5: Denote if applicable.

SECTION 6: *** IF SUBCONTRACTING, YOU MUST DO THE FOLLOWING OR YOUR PROPOSAL WILL BE REJECTED *******

- a. Provide **written notification** of the subcontracting opportunity to at least **THREE (3) or more certified HUBs**.
- b. Provide **written notification** to at least one **Minority Trade Organization or Development Center** per subcontracting opportunity.
- c. You **MUST** allow at least **5 WORKING DAYS** for the HUBs and Minority Organizations to respond and attach all supporting documentation demonstrating your solicitation efforts.

SECTION 7: Identify the 3 HUBs that were solicited and the requested information.

SECTION 8: Identify the subcontractor you will be using and the requested information. If the chosen subcontractor is not a certified HUB, provide written justification

SECTION 9: Explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.

SECTION 10: Read the three bullets, sign, print your name, title and date.

If you have any questions concerning the completion of the HSP, please contact:

Bob Chapa (HUB Coordinator) 936/294-4670 or ric001@shsu.edu

**Sam Houston State University
Minority and Women Trade Organizations**

<p>American Indian Chamber of Commerce of Texas 11245 Indian Trail, 2nd Floor Dallas, TX 75229 972.241.6450 Phone 972.241.6454 Fax http://www.aicct.com/</p>	<p>Dallas/Fort Worth Minority Supplier Development Council 2710 North Stemmons Freeway North Tower, Suite 900 Dallas, TX 75207 214.630.0747 Phone 214.637.2241 Fax http://msdc.adaptone.com/dfwmsdc/</p>
<p>Houston Minority Supplier Development Council Three Riverway, Suite 555 Houston, Texas 77056 713.271.7805 Phone 713.271.9770 Fax http://hmbsc.org/</p>	<p>National Association of Minority Contractor Houston Chapter 3825 Dacoma St. Houston, Texas 77092 713.843.3791 Phone 713.843.3701 Fax http://www.namc-houston.org/</p>
<p>Texas Association of Historically Underutilized Businesses PO Box 684726 Austin, TX 78768-4726 512.220.4293 Phone 915.585.7751 Fax http://texashubs.org/</p>	<p>Tri-County Black Chamber of Commerce PO Box 88376 Houston, Tx 77288 832.875.3977 Phone 713.839.7329 Fax http://www.tricountyblackchamber.org/</p>
<p>Women Contractors Association 10807 Jones Road; PMB 164 Houston, Texas 77065 713.807.9977 Phone 713.807.9917 Fax http://womencontractors.org/</p>	<p>Women's Business Council – Southwest 2201 N. Collins, Suite 158 Arlington, Texas 76011 817.299.0566 Phone 817.299.0949 Fax 866.451.5997 Toll Free www.wbcsouthwest.org</p>
<p>Women's Business Enterprise Alliance 9800 Northwest Freeway Ste 120 Houston, TX 77092 713.681.9232 Phone www.wbea-texas.org</p>	<p>Southwest Minority Supplier Development Council Austin Headquarters Information 912 Bastrop Highway, Ste. 101 Austin, TX 78741 512.386.8766 Phone 512.386.8988 Fax www.smsdc.org/</p>

Other Minority/Women Business Links

<http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>



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

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to 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 State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

For assistance in completing the HSP contact: Bob Chapa (HUB Coordinator) 936/294-4670, ric001@shsu.edu

Attached: HSP Overview & Listing of Minority and Women Trade Organizations

To view an instruction video on how to complete the HSP, go to the following web site:

<http://www.cpa.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Solicitation #: _____

SECTION 2 - SUBCONTRACTING INTENTIONS

Having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply materials, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.
 (If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
 (If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/hsp_sep06_cont1.doc.

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10/07

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/hsp_sep06_cont2.doc.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	\$ _____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

