

TEXAS JUVENILE JUSTICE DEPARTMENT

11209 Metric Boulevard, Bldg. H



Austin, Texas 78758

**REQUEST FOR OFFER
644-14-07253**

TO PROVIDE:

Youth Residential Telephone Services

Table of Contents

Section I	Statement of Work
Section II	Offer Information
Section III	General Terms and Conditions
Exhibit A	Execution of Offer
Exhibit B	HUB Subcontracting Plan

**SECTION I
STATEMENT OF WORK**

A. SCOPE:

Texas Juvenile Justice Department (TJJD) is soliciting an Offer to provide TJJD with youth residential telephone services used in state-operated facilities and halfway houses.

B. PERIOD OF PERFORMANCE:

The term of the contract shall be from September 1, 2013 of award through November 1, 2015. The duration of this contract will be for a two (2) year initial service period with options to renew for two (2) additional 24 month contract periods contingent on satisfactory contract performance, annual legislative appropriations, and by written mutual agreement of both parties. Any contract awarded under this solicitation shall become effective upon the execution of a contract.

C. PROGRAM REQUIREMENTS:

Provide management of telecommunication services as it relates to TJJD youth calls to private citizens. The requirements set forth herein for these services are stated generally to offer some flexibility in presenting proposed services. The youth residential telephone service will perform the following minimum requirements:

1. Install, maintain, replace as needed, and update when applicable current infra-structure and hardware at 14 TJJD sites.
 - All pairs, cabling, wiring and all other necessary equipment.
2. Install, maintain and update as needed current software developed for use in all TJJD state operated facilities and halfway houses.
 - Facility Direct Software. Software that will allow TJJD Staff to remove funds from a youth's account and directly post those funds to providers payment account.
 - State Deposit Direct Software Program. A program that takes the active list of TJJD students correlates those secret pins and downloads the state funds each month to those assigned PINS. This needs to work in unison with the relational accounting software program so that this is done after the relational accounting program obtains all balances and credits for the state, friends and family.
 - Relational Accounting Software Program. A program that monitors state funds that is provided monthly for youth. This program audits these funds based upon first-in-first-out (FIFO) tracking the state funds and those deposited by friends and family. The program also needs to track and audit all funds including any secret pins set up by a caseworker.
 - A Software Program For Youth To Transfer Between TJJD Facilities. A program that allows for the migration of any student to any facility within the TJJD system and all of their data follows them, i.e., personal identification number, allowed numbers, balances, state funds, etc.

3. Management of youth residential telephone service administration.

- Personal Identification Numbers (PINS)
- Personal Allowed numbers (PANS)
- Tracking of Youth Funds and Balances. The tracking of funds and balances needs to be efficient and 100% accurate, balance amounts between state funds and funds deposited by friends and family changes constantly.
- Capability to handle and track daily emails, phone calls, and grievances from TJJD staff, parents, and youth.
- Capability to handle and service up to 1400 youth.

D. TRAINING:

Vendor will provide any necessary training and work with TJJD administrative personnel to monitor the progress of the training as employees respond to it.

E. COMPANY QUALIFICATIONS:

The Respondent shall have the experience and qualifications required to provide the products and services requested in the RFO including, but not limited to, the following:

1. Be, in TJJD's sole judgment, an established company that is financially stable with the ability to meet the financial responsibilities of this service; and
2. Respondent must have a minimum of five (5) years experience operating, administering and maintaining a youth residential telephone system.

F. SUBCONTRACTORS:

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Respondent. No subcontract under the contract shall relieve the primary Respondent of the responsibility for the service. If the Respondent uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:

1. If the Respondent is planning to subcontract any portion of the work, identify the proposed subcontractors;
2. Subcontracting shall be at the Respondent's expense;
3. TJJD retains the right to check subcontractor's background and make approval determination as to the use of the proposed subcontractor(s); and
4. The Respondent shall be the only contact for TJJD and subcontractors. Respondent shall designate a point-of-contact for all TJJD and subcontractor inquiries.

SECTION II OFFER INFORMATION

A. OFFER REQUIREMENTS:

1. **Submission:** Offer shall be received at TJJJ prior to **August 08, 2013 @ 1:00pm** CST/CDT. Additional time if needed may be requested in writing from the Offeror.

Offer should be placed in a sealed envelope/package and correctly identified with RFO number, submittal deadline/opening date and time. It is the Respondent's responsibility to appropriately mark and deliver the Offer to TJJJ by the specified date.

Receipt of any addenda to this RFO should be acknowledged by returning a signed copy of each addendum to the response.

Respondent to this RFO is responsible for all costs of Offer preparation.

Offer shall be submitted to: TJJJ Central Office located at 11209 Metric Boulevard H, Austin, TX Attn: Patrick McReynolds

2. **Content:** Below is a summary of requested information. Offer submitted without this information will be evaluated accordingly. TJJJ reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state. The following documents must be submitted with the response. Failure to do so may result in disqualification.

a. Technical Submission:

- Transmittal Letter, limited to two (2) pages, which shall include a brief statement of the Respondent's understanding of the work to be performed and summary of proposed features.
- Company Information (see below)
- Execution of Offer (Exhibit A)
- Proposed Products/Services
- Samples of Standard Reports
- Company Experience and Qualifications (see below)
- Company References (see below)

b. Company Information: Including, but not limited to the following:

- Company description
- Ownership
- Physical and mailing address, if different
- Other company locations
- Telephone and facsimile number
- E-mail address of company's primary contact

c. **Proposed Products/Services:** Respondent shall provide:

- Description of how you intend to meet the goals as stated in Section I. Provide a detailed description;
- Explain how the service will be managed and maintained;
- Include the staffing structure;
- Pricing for services; and

d. **Experience and Qualifications:** Describe services your organization has provided in the past **five (5)** years that demonstrates your organization's capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities.

e. **References:** Provide a minimum of three (3) references from clients for whom similar services were performed or products were provided. References should be companies/organizations whose requirements are of like magnitude and scope as outlined in the RFO. Include system description, contact names, position, and company name and telephone number for each reference listed.

f. **Compliance with §2161.253, Texas Government Code, Good Faith Compliance with Historically Underutilized Business (HUB) Subcontracting Plan:** Demonstrate compliance with §2161.253, Texas Government Code by completing the Historically Underutilized Business (HUB) Subcontracting Plan. The HUB Subcontracting Plan is included as **Exhibit B**. The HUB Subcontracting Plan forms may be found also at:

<http://www.window.state.tx.us/procurement/proq/hub/hub-forms/>.

Failure to submit a HUB Subcontracting Plan with your proposal will subject your proposal to being rejected. Respondent agrees to submit to TJJD monthly compliance reports (HUB Subcontracting Plan Prime Contractor Progress Assessment Report) for the term of any contract resulting from this Request for Offer.

3. **Inquiries:**

- a. All inquiries should be submitted in writing to Patrick McReynolds by email to patrick.mcreynolds@tjtd.texas.gov.
- b. Upon issuance of this RFO, beside written inquiries as described above, other employees and representatives of TJJD will not answer questions or otherwise discuss the contents of the RFO with any potential Vendor or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this Offer.

B. **POINT OF CONTACT:**

The Respondent shall provide the name, address and phone number of a point-of-contact for questions concerning the submitted proposal.

Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

C. OFFER EVALUATION AND AWARD:

1. The intent of TJJD is to award a contract. Any contract resulting from this Request for Offer is contingent upon the availability of appropriations.
2. Offer will be evaluated on the basis of the ability to meet the needs of TJJD.
3. In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Comptroller of Public Accounts division of Texas Procurement and Support Services (TPASS) Vendor Performance Tracking System (<http://www.cpa.state.tx.us/stpurch/venvpts.html>) may be used in evaluating responses to solicitations for goods and services to determine the best value for the state.

**SECTION III
GENERAL TERMS AND CONDITIONS**

A. SPECIFICATIONS:

The services performed shall be in accordance with the specifications herein. Substitutions are not permitted without the written approval of TJJD. TJJD will decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. TJJD will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the Provider.

The Provider recognizes that TJJD is paying Provider to deliver the services specified herein. Provider is required to meet a minimum **Acceptable Quality Level (AQL)**. The AQL is defined as the level of service which is stated in this RFO and subsequent contract, below which payment may be withheld until corrective actions are taken. In addition, if service remains below the AQL without required corrective actions being taken, damages may be assessed.

B. AWARD OF A CONTRACT:

A response to a solicitation is an Offer to contract with TJJD based on the terms, conditions and specifications contained in the solicitation. Response does not become a contract or purchase order unless and until it is accepted through an authorized TJJD designee by issuance of a Contract document or purchase order.

This procurement will be conducted in accordance with the State Purchasing Act, Title 10, Subtitle D, Chapters 2151 through 2177, of the Texas Government Code and TPASS rules. Any contract or purchase order resulting from this procurement shall consist of one (1) document. This document will contain all of the rights and duties of the parties extracted from the relevant terms and conditions of: the RFO (including its attachments, exhibits, supplements, and addenda); the Provider's Proposal; negotiated changes; and the Provider's Best and Final Offer (if required).

Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

The Contract, including all attachments;

1. TJJJ Contract;
2. Service Provider's Best and Final Offer (if required);
3. Negotiated written changes and written clarifications;
4. Service Provider's proposal dated _____; and
5. Request for Offer, including all exhibits.

C. VENUE:

The contract for this procurement shall be governed, construed and interpreted under the laws of the State of Texas. The venue of any suit arising under this contract is fixed in any court of competent jurisdiction of Travis County, Texas.

D. ASSIGNMENT:

Without the prior written consent of TJJJ, the Service Provider shall not assign this Contract, in whole or in part, and may not assign any right or duty required under it. The contract is void if sold or assigned to another company without written approval of TJJJ. Written notification of changes to company name, address, telephone number, etc. shall be provided to TJJJ as soon as possible, but not later than thirty (30) days from the date of change.

E. PUBLIC DISCLOSURE:

Information, documentation, and other material 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"). See Section III, paragraph C.1 above.

Please include the following wording within this section addressing public disclosure: Prior to tentative award of a Contract, a provider may not issue a press release or provide any information for public consumption regarding its participation in the procurement. After tentative award, the provider must receive prior written approval from TJJJ before issuing a press release or providing information for public consumption regarding its participation in the procurement. Requests should be directed to the Agency Point of Contact identified in the solicitation. The RFO does not preclude business communications necessary for a provider to develop a proposal, or required reporting to shareholders or governmental authorities.

F. ADVERTISING OF AWARD:

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Department or is considered by the Department to be superior to other products or services.

G. PAYMENT:

Payment will be made within thirty (30) days from receipt of a correct and itemized invoice or billing statement. Provider shall submit one (1) invoice showing the vendor name, contract number, payee I.D., itemization of the services provided, itemized amount of services provided, the name and division of TJJD Contract Manager, vendor remit to address, and telephone number. No payment whatsoever shall be made under this contract without the prior submission of correct and itemized invoices. Payments under this contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon TJJD's receipt of funds appropriated by the Texas Legislature. Payment will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251.

H. AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR:

The Department obligation for performance of this Contract is contingent upon legislative approval and the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the Department for any payment may arise for performance under this Contract beyond contract term end date, until funds are made available to the Department for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Department.

I. PATENTS OR COPYRIGHTS:

The Provider agrees to protect TJJD and the state from claims involving infringement of patent or copyrights.

J. RIGHT TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP):

Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by contractor in the performance of its obligations under this contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the State by the contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of contractor's obligations under this contract without the prior written consent of the State; provided, however, that contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.

K. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS:

As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only) 1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. 2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format.

Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

L. PROVIDER RESPONSIBILITIES:

1. The Provider shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, Provider shall furnish TJJJ with satisfactory proof of its compliance.
2. The Provider must comply with all TJJJ policies and procedures related to safety and security of youth. Service Provider must report all criminal charges or traffic violations. Service Provider must complete TJJJ HR-038 form and submit to the TJJJ Director of Contracts. The Director of Contracts may require additional information.
3. Provider must adhere to the individual licensee's code of conduct and code of ethics.
4. The Provider shall correct all service defects within a time period reasonable to the severity of the defect as per agreed upon service levels.

M. INDEPENDENT CONTRACTOR:

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The Provider shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Provider's employees.

N. FORCE MAJEURE:

TJJJ may grant relief from performance of the contract if the Provider is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Provider. The burden of proof for the need of such relief shall rest upon the Provider. To obtain release based on force majeure, the Provider shall file a written request with TJJJ.

O. TERM AND TERMINATION:

This contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Convenience. TJJD and contractor reserve the right to terminate the contract at any time for convenience, in whole or in part, by providing thirty (30) calendar days advance written notice (delivered by certified mail, return receipt requested) of intent to terminate. In the event of such a termination, the contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TJJD shall be liable for payments limited only to the portion of work authorized by TJJD in writing and completed prior to the effective date of cancellation, provided that TJJD shall not be liable for any work performed that is not acceptable to TJJD and/or does not meet contract requirements. All work products produced by the Contractor and paid for by TJJD shall become the property of TJJD and shall be tendered upon request.

Termination for Default. TJJD may, by written notice of default to the contractor, terminate this contract, in whole or in part, for cause if the contractor fails to perform in full compliance with the contract requirements, through no fault of TJJD. TJJD will provide a thirty (30) calendar day written notice of termination to the contractor (delivered by certified mail, return receipt requested) of intent to terminate, and TJJD will provide the contractor with an opportunity for consultation with TJJD prior to termination.

Termination for Cause: TJJD may terminate this contract immediately in the event that TJJD has cause to believe that Service Provider has violated federal or state law, fails to report being charged with a violation of federal or state law, or fails to report any complaint filed against the licensee to their licensing board. TJJD may terminate this contract immediately in the event that TJJD has cause to believe that Service Provider has violated TJJD policies or procedures related to safety and security of youth, as determined by the Executive Director or his or her designee.”

Upon receipt of written notice to terminate, the contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TJJD all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing this contract, whether completed or in process.

P. NO WAIVER:

Nothing in this contract will be construed as a waiver of the State's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or considered as a basis for estoppel. TJJD does not waive any privileges, rights, defenses, remedies, or immunities available to TJJD by entering into this contract or by its conduct prior to or subsequent to entering into this contract.

Q. LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS:

Provider shall have no authority to act for or on behalf of TJJD or the State of Texas except as expressly provided for in this contract; no other authority, power or use is granted or implied. The Provider may not incur any debts, obligations, expenses or liabilities of any kind on behalf of the State of Texas or TJJD.

R. DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES:

Contractor represents and warrants that it is not the subject of allegations of Deceptive Trade Practices violations under Texas Business & Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Contractor has not been found liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

S. TAXES:

Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to TJJD.

T. INDEMNIFICATION OF THE DEPARTMENT:

The Contractor shall indemnify and save the Texas Juvenile Justice Department, the State of Texas and its officers, agents and employees (hereinafter the State) harmless from and against:

1. Any and all claims arising from the conduct, management or performance of the Contract by Contractor, its agents, subcontractors or employees, including, without limitation, any and all claims or arising from:
 - a. Any breach or default on the part of the Contractor in the performance of any covenant or agreement on its part to be performed, pursuant to the terms of this Contract;
 - b. Any act or negligence of the Contractor or any of its agents, subcontractors, servants, employees or licensees;
 - c. Any accident, injury or damage whatsoever caused to any person, firm or corporation.
2. All costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon.

Nothing herein is intended to deprive the State or Contractor of the benefits of any law limiting exposure to liability and/or setting a ceiling on damages, or any laws establishing defenses for them. By entering into this Contract, the State does not waive its right of sovereign immunity, nor does the Contractor waive any immunity that may extend to it by operation of law. The aforementioned indemnification shall not be affected by a claim that negligence of the State or its respective agents, contractors, employees or licensees contributed in part to the loss or damage indemnified against.

U. BUY TEXAS:

Contractor represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

V. RECORDS RETENTION:

In order to protect the interest of the state, Provider shall implement a records retention policy that is in accordance with the TJJJ's General Administrative Policies. Contractor is aware of and in compliance with records retention requirements and a plan has been developed for contract file maintenance.

W. NO LIABILITY UPON TERMINATION:

If this Contract is terminated for any reason, TJJJ and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Government Code, Chapter 2260.

X. SEVERABILITY CLAUSE:

In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

Y. PROHIBITED USE OF APPROPRIATED OR OTHER FUNDS UNDER CONTROL OF STATE AGENCY; LOBBYING:

The Contractor represents and warrants that ordering entities' payments to the Contractor and Contractor's receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Government Code §556.005 or §556.008.

Z. FRAUD, WASTE OR ABUSE:

In accordance with Texas Government Code, Chapter 321, the State Auditor's Office (SAO) is authorized to investigate specific acts or allegations of impropriety, malfeasance, or nonfeasance in the obligation, expenditure, receipt or use of state funds. If there is a reasonable cause to believe that fraud, waste or abuse has occurred at this agency, it can be reported to the SAO by calling 1-800-892-8348 or at the SAO's website at www.sao.state.tx.us It can also be reported to the TJJJ Office of the Inspector General at 1-512-424-6450, 4900 North Lamar Blvd., Austin, Texas.

AA. IMMIGRATION:

Contractor agrees to comply with the Immigration Reform and Control Act of 1986, Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), enacted on September 30, 1996 regarding employment verification and retention of verification forms of any individuals who will perform any labor or services under this contract.

AB. NO COLLUSION:

Offeror represents and certifies its employees, agents and representatives have not and shall not discuss or disclose the terms of their proposal and its submission or response thereto with any third party other than persons or entities which Offeror engaged to assist it with respect to such response or submission.

Neither the Offeror nor the firm, corporation, partnership, or institution represented by the Offeror, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

AC. ETHICS:

1. Conflict of Interest - Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines under Texas Government Code 2155.003. The code outlines the ethical standards required of public purchasers, employees, and vendors who interact with public purchasers in the conduct of state business.

Specifically, a TJJJ employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TJJJ or purchasers of other state agencies.

2. No Gratuities - The Offeror represents that it 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.

AD. NO COMPENSATION:

Pursuant to Section 2155.004 Government Code, the Offeror has not received compensation for participation in the preparation of the specifications for this solicitation. Under Section 2155.004, Government Code, the Offeror certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

AE. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REPRESENTATION:

Definition: "Historically Underutilized Business" means an entity with its principal place of business in this State that is:

1. A corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation and management;
2. A sole proprietorship created for the purpose of making a profit that is completely owned, operated and controlled by an economically disadvantaged person;
3. A partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons

who have a proportionate interest and actively participate in the partnership's control, operation and management;

4. A joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision; or
5. A supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime Offeror under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.

"Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group including Black Americans, Hispanic Americans, women, Asian Pacific Americans and Native Americans and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

HUB Representation:

The Offeror represents as part of its offer that it [] is, or [] is not a HUB certified by the Texas Procurement and Support Services (TPASS).

AF. COMPLIANCE WITH OTHER LAWS

In the execution of this Contract, Service Provider shall comply with all applicable federal, state, and local laws, including laws governing labor, equal employment opportunity, safety and environmental protection. Service Provider shall make itself familiar with and at all times observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the performance under this Contract.

**EXHIBIT A
EXECUTION OF OFFER**

NOTE: PROVIDER SHALL COMPLETE AND RETURN THIS EXHIBIT WITH PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, the Provider certifies that:

All statements and information prepared and submitted in the response to this RFO are current, complete and accurate.

He/she has not given, Offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Offer or signing it with a false statement shall void the submitted Offer or any resulting contracts.

Neither the Provider or the firm, corporation, partnership, or institution represented by the Provider or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Offer made to any competitor or any other person engaged in such line of business. By signing this Offer, Provider certifies that if a Texas address is shown as the address of the Provider, Provider qualifies as a Texas Resident Bidder as defined in Texas Administration Code, Title 34, Sec. 20.32(68).

Under Section 21255.006 (b) of the Texas Government Code (TGC), a state agency may not accept a bid or award a contract including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other natural disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other natural disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFO may be terminated and payment withheld if this certification is inaccurate.

Under Government Code § 2155.004, no person who prepared the specifications or this RFO has any financial interest in Provider's Proposal. If Provider is not eligible, then any contract resulting from this RFO shall be immediately terminated. Furthermore, "under Section 2155.004, Government Code, the Contractor [Provider] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Under Family Code § 231.006, relating to child support obligations, Provider and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.

The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) Ownership of the business entity submitting the response.

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

Under Government Code §669.003, relating to contracting with an executive of a state agency, Provider represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, TJJJ or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this RFO. If Provider employs or has used the services of a former executive head of TJJJ or other state agency, then Provider shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with Provider, and date of employment with Provider.

TJJJ is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing providers/vendors with the Federal General Services Administration's System For Award management, SAM <https://www.sam.gov/portal/public/SAM>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contents of EO 13224 may be viewed by accessing the following website: <http://www.whitehouse.gov/news/orders/>.

Provider certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Provider is in compliance with the State of Texas statutes and rules relating to procurement and that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM>.

Provider is in compliance with TGC, Title 6, Subtitle A, Section 618.001, relating to contracting with an executive of a state agency. If Section 618.001 applies, Provider shall provide the following information as an attachment to this response. Name of former executive, name of state agency, date of separation from state agency, position with Provider, and date of employment with Provider.

Provider 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.

Provider represents and warrants that the individual signing this Execution of Offer is authorized to sign this document on behalf of the Provider and to bind the Provider under any contract resulting from this Offer.

Provider certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Provider is in compliance with the State of Texas statutes and rules relating to procurement and that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM>.

Pursuant to Section 2262.003 of the Texas Government Code, the State Auditor may conduct an audit or investigation of the Contractor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Provider or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Provider or other entity that is the subject of an audit

or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. Provider will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards. Provider certifies that it has not been an employee of TJJJ within the last twelve (12) months.

PROVIDER (COMPANY): _____

SIGNATURE (INK): _____

NAME (TYPED/PRINTED) _____

TITLE: _____ **DATE:** _____

STREET: _____

CITY/STATE/ZIP: _____

EMAIL: _____

TELEPHONE AND FACSMILE NO.: _____

PAYEE IDENTIFICATION NUMBER: _____ **or**

FEDERAL TAXPAYER IDENTIFICATION NUMBER: _____



HUB SUBCONTRACTING PLAN (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- ❖ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – Yes, I will be subcontracting portions of the contract
 - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - Section 2 c. – Yes
 - Section 4 – Affirmation
 - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 – Respondent and Requisition Information
 - Section 2 a. – Yes, I will be subcontracting portions of the contract
 - Section 2 b. – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. – No
 - Section 2 d. – Yes
 - Section 4 – Affirmation
 - GFE Method A (Attachment A) – Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

- ❖ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less 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 Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. – No
 - Section 2 d. – No
 - Section 4 – Affirmation
 - GFE Method B (Attachment B) – Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

- ❖ If you will not be 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

* *Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*



HUB SUBCONTRACTING PLAN (HSP)

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

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

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

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

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(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.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

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

c. Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

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

SECTION 2 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 and SECTION 4.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

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

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
 - No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* 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.)

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____	Requisition #: _____
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SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

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

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

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

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)
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- 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 B (Attachment B)

Enter your company's name here: _____	Requisition #: _____
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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.

Item #: _____ Description: _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and 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. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to 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/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) 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.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

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

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their 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.

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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

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



HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or 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 scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

Section A	PRIME CONTRACTOR'S INFORMATION
Company Name: _____	State of Texas VID #: _____
Point-of-Contact: _____	Phone #: _____
E-mail Address: _____	Fax #: _____

Section B	CONTRACTING STATE AGENCY AND REQUISITION INFORMATION
Agency Name: _____	
Point-of-Contact: _____	Phone #: _____
Requisition #: _____	Bid Open Date: _____ <small>(mm/dd/yyyy)</small>

Section C	SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:	If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <input type="text" value="Select"/> Central Time on: _____ Date <small>(mm/dd/yyyy)</small>
	<p><small>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 two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</small></p> <p><small>[A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.]</small></p>
2.	Subcontracting Opportunity Scope of Work: _____
3.	Required Qualifications: <input type="checkbox"/> - Not Applicable
4.	Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable
5.	Location to review plans/specifications: <input type="checkbox"/> - Not Applicable