

DOCUMENT 001100

ADVERTISEMENT FOR BIDS

University of North Texas System  
**[Project Title and UNT RFP/CSP Number]**  
Date of Bid Opening: **[Date]**

In accordance with Education Code 51.783, the University of North Texas System (UNTS) Facilities, subsequently referred to as Owner, is accepting proposals and intends to enter into an agreement with a vendor that specializes in **[Type]** in accordance with the terms and conditions and requirements set forth in this **[RFP/CSP]**. Sealed bids for **[RFP/CSP Number]** will be received by the Owner at the Business Service Center (BSC), Woodhill Square, 1112 Dallas Drive, Suite 4000, Denton, Texas 76205. A campus map can be found online at <http://maps.unt.edu/?code=WHS>. Parking for Woodhill Square is campus parking and permits are required. There is guest parking at the door to suite 4000 and only those spaces can be utilized for submitting the bid. Bidders are responsible for all parking costs and for complying with parking regulations. Failure to comply with parking regulations may result in citation and possible impound of vehicle.

The Bid Form will be received up to 2:00 p.m. CST on **[Date]**, Bids received after the date and hour above stated will not receive consideration. Bids will then be publicly opened and read aloud promptly at 2:00 p.m. CST on **[Date]**. Location shall be UNTS at the BSC, Woodhill Square, Conference Room 4202, 1112 Dallas Drive, Suite 4200, Denton, TX 76205.

**Project Description**

The project includes the following work: **[Brief Project Description]**

**Questions**

Questions concerning this proposal should be directed to:

Delon Greene  
Bid Inquiry located at <http://bsc.untssystem.edu/content/bid-inquiry> Bids Opportunity Page.

**All questions must be received no later than 2:00 p.m. CST on [Date]. All questions and answers will be posted to the website by 5:00 p.m. CST on [Date].**

The Owner may in its sole discretion respond in writing to questions concerning this Proposal. Only the Owner's responses made by formal written Addendum to this Proposal shall be binding and shall be posted on the BSC's website located at <http://bsc.untssystem.edu/bid-listing>. Oral or other written interpretations or clarifications shall be without legal effect.

**Pre-Bid Site Meeting**

The Project site is available for inspection by prospective bidders at a pre-bid site meeting and walk-through at **[Time]** on **[Date]** at **[Place]**. This will be the only opportunity for bidders to visit the Project site.

**Bid Documents**

Bidders may obtain or access plans, specifications, and addenda for this project through the following sources:

**Online** - Bidders can view bid documents at Electronic State Business Daily (<http://esbd.cpa.state.tx.us/>) or at the BSC website (<http://bsc.untssystem.edu/bid-listing>).

**Plan Rooms** with bid documents on file include: McGraw-Hill Construction Plan Center (Irving), ABC Plan Room (Irving), DFW Minority (Dallas), AGC TEXO and iSqFt Plan Room (Dallas). Contact information for the plan rooms can be found at <http://bsc.untssystem.edu/unt-plan-rooms>.

### Historically Underutilized Business (HUB)

In accordance with Texas Government Code 2161, **[RFP/CSP]** for contracts with an expected value of \$100,000 or more will require HUB Subcontracting Plan. All subcontracted work whether identified by the Owner or not, are required to be identified in the HUB Subcontracting Plan. The Plan should reflect all subcontracting opportunities to be utilized in this project and can be found online at (<http://www.window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan--allfms.pdf>). Complete, print, sign and submit the HUB Subcontracting Plan form with the bid response. **Failure to complete the HUB Subcontracting Plan correctly will disqualify your [RFP/CSP] response. Please return the HUB Subcontracting Plan in a clearly marked envelope, separate from your [RFP/CSP] response.** Only one (1) hard copy of the HUB plan is required with your response.

The Owner is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by the Owner. The Owner reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more respondents; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of the Owner.

END OF SECTION

**DOCUMENT 002100**

**INSTRUCTIONS TO BIDDERS**

University of North Texas System (UNTS) Facilities, subsequently referred to as the Owner, is accepting sealed proposals from respondents for a construction management-at-risk contract, pursuant to Sec. 51.782, *Texas Education Code*, using the one-step process in accordance with the terms, conditions and requirements set forth in this Request for Proposals (RFP). This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the Owner.

**1. DEFINITIONS, BACKGROUND, AND SPECIAL CONCERNS**

- 1.1 Construction Manager-at-Risk – A construction manager-at-risk, herein referred to as Construction Manager is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for pre-construction services, construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides coordination and consultation to the Owner regarding construction during and after the design of the facility.
- 1.2 Architects and Engineers – Before selecting a Construction Manager, the Owner shall select or designate an engineer or architect who shall prepare the construction documents for the project and who has full responsibility for complying with the Texas Engineering Practice Act (Education Code 51.776; Occupation Code; Chapter 1001), and/or the Texas Architectural Practice Act (Education Code 51.776; Occupation Code; Chapter 1051), as applicable.
- 1.3 Trade Contractors and Subcontractors – The Construction Manager shall publicly advertise and solicit either competitive bids or competitive sealed proposals from trade contractors, subcontractors, or suppliers for the performance of necessary major elements of the work, other than the minor work that may be included in general conditions. A representative of the Owner shall participate with the Construction Manager during this process. The Construction Manager may seek to perform portions of the work itself if the Construction Manager submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if the Owner determines that the Construction Manager's bid or proposal provides the best value for the institution. The Owner's determination in such matters is final.
- 1.4 Receipt of Bids or Proposals – The Construction Manager and the Owner shall receive and open all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, engineer, architect or Owner. All bids or proposals shall be made public by the Construction Manager within seven (7) days after the date of final selection.
- 1.5 Acceptance of Recommendations for Trade Contractors and Subcontractors – If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor, but the Owner requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Contract, the Owner shall compensate the Construction Manager by a change in cost, time, or guaranteed maximum cost for any additional cost and risk, which has been demonstrated to the Owner's satisfaction and as required by the Contract, that the Construction Manager may incur.
- 1.6 Schedule, Scope, Budget – Detailed information about schedule, scope and budget, are contained in Section 3 and herein below.

**2. PRE-PROPOSAL MEETING:**

**A pre-proposal meeting will be conducted to answer any questions regarding the scope of the project and the submission of the HUB Subcontracting Plan. Attendance is not mandatory but highly recommended. The pre-proposal meeting will be held:**

**[Date & Time]**  
University of North Texas System  
Business Service Center  
Woodhill Square  
1112 Dallas Drive, Suite 4000  
Denton, Texas 76205

### 3. PROJECT PROPOSED SCHEDULE

|               |                   |   |
|---------------|-------------------|---|
| <b>[Date]</b> | <b>[Time]</b>     | Pre-proposal Meeting  |
| <b>[Date]</b> | <b>[Time]</b>     | Receive Construction Manager-at-Risk Proposals                      |
| <b>[Date]</b> | <b>[Time]</b>     | Public Opening of Proposals Received                                |
| <b>[Date]</b> |                   | Issue request for Interviews to Short-listed firms                  |
| <b>[Date]</b> |                   | Construction Manager Interviews                                     |
| <b>[Date]</b> |                   | Formal Contract Award Notification                                  |
| <b>[Date]</b> | – Owner/CM        | Construction Manager Pre-Construction Services Agreement Authorized |
| <b>[Date]</b> | – Owner/Architect | Complete Constructability Review                                    |
| <b>[Date]</b> |                   | GMP from Construction Manager                                       |
| <b>[Date]</b> |                   | Anticipated Notice to Proceed                                       |
| <b>[Date]</b> |                   | Begin Construction  |
| <b>[Date]</b> |                   | Substantial Completion  |
| <b>[Date]</b> |                   | 100% Construction Complete/Final Inspection                         |
| <b>[Date]</b> |                   | Furniture, Fixtures & Equipment Installation Move-in, and begin use |

### 4. PREPARATION OF BIDS

Bidder shall comply with the following instructions in preparing its bid.

#### 4.1 General Instructions

- A. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas, to the rules and regulations of the Owner and the requirements of this form. UNTS consists of the UNTS Building at Dallas, University of North Texas at Denton, University of North Texas at Dallas, University of North Texas Health Science Center at Fort Worth.
- B. Proposals and any other information submitted by Respondents in response to this RFP shall become the property of the Owner.
- C. The Owner will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications and proposals at their own risk and expense.
- D. Submittals which are qualified with conditional clauses or alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by the Owner, at its sole option.
- E. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP with a limitation of twenty-five (25) pages. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs.
- F. The Owner makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or contract when deemed to be in the Owner's best interest. Representations made within any subsequent proposal will be binding on responding firms. The Owner will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.

- G. Failure to comply with the requirements contained in this RFP will result in a finding that the respondent failed to submit a responsive proposal in response to this RFP and is therefore considered disqualified.
- H. Any quotation number referenced is for pricing purposes only. In addition, the Owner's solicitation terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through BSC Purchasing in writing are not binding on either party.
- I. The Owner will not be bound by any oral statement or representation contrary to the written specifications of this Response.
- J. Responses should be submitted on the form in Division 00, Section 004100, *Bid Form*. Responses cannot be altered or amended after opening time. Alterations made before opening time should be initialed by Respondent or his authorized agent. No response can be withdrawn after opening time without approval by the Owner based on an acceptable written reason.

#### 4.2 Preparation and Proposal Instructions

- A. Respondents must complete, sign and return the attached Division 00, Section 004100, *Bid Form*, as part of their qualifications proposal response. Proposals must be signed by Respondent's company official(s) with authority to bind the firm in a contract. Failure to sign and return these forms will subject your proposal to disqualification. Unsigned responses will not be considered under any circumstances.
- B. Responses to this RFP should consist of answers to required questions in Division 00, Section 002400, *Scope of Proposal*. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your corresponding response. In cases where a question does not apply or if you are unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.

#### 4.3 Page Size, Binders and Dividers

Proposals must be on letter-size (8½" X 11") paper. The Owner requires that proposals be submitted per Section 5. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, and supplemental information. Proposals must be limited to twenty-five (25) pages, including brochures and all other documents. Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Provide the number of copies of the proposal specified herein. Any submittals exceeding the twenty-five (25) page limit will be disqualified. Modification to the Owner's standard contract language should be included under a separate tab and will not be included in the page limitation. Any modifications not received with the submitted proposals will not be considered in the final awarded contract. Completed Section 004100, *Bid Form*, the bonding letter, and company financial information will also not count toward the page limitation.

#### 4.4 Table of Contents

Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section. Supplemental information, unless excluded in Section 4.3 above, will count toward the page limitation.

#### 4.5 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately. Divider tabs do not require numbering.

#### 4.6 Bonding

Attach a letter of intent from a surety company indicating the applicant's bondability for this project. The surety shall acknowledge that the firm may be bonded for the project, with a potential construction cost of **[Estimated Cost]**. Bonding requirements are set forth in the Division 00, Section 7000, UGC/SGC.

#### 4.7 Pricing

Respondent must complete Division 00, Section 004100, *Bid Form* and submit an RFP response in accordance with Division 00.

- A. Pricing reflects the full Scope of Work defined herein; inclusive of all associated cost for delivery, labor, insurance, taxes, overhead and profit, or as otherwise defined, as appropriate.
- B. The Owner will not recognize or accept any charges or fees to perform this work that are not specifically stated in the Respondent's proposal.

#### 4.8 Unit Prices

Respondents must price per unit shown. Unit prices shall govern in the event of extension errors. Respondents must give unit prices for each item to be purchased. Respondents may respond with less than the total number of items. An "All or None" response by Respondent may be rejected at the option of the Owner. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.

#### 4.9 Purchasing Items

- A. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names and/or numbers.
- B. Unless otherwise specified, items offered shall be new and unused.
- C. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.
- D. Samples, when requested, must be furnished free of expense to the Owner. If not destroyed in examination, they will be returned to Respondent, on request, at Respondent's expense. Each sample should be marked with Respondent's name, address, and requisition number. Do not enclose in or attach offer to sample.
- E. Manufacturer's standard warranty shall apply unless otherwise stated in the Response.
- F. Delivery
  - i. Show number of days required to place material at the Owner's designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in fourteen (14) calendar days. Unrealistic delivery promises may cause offer to be disregarded.
  - ii. If delay is foreseen, respondent shall give written notice to the Owner. Vendor must keep the Owner advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the Owner to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
  - iii. No substitutions permitted without written approval of the Owner.
  - iv. Delivery shall be made during the Owner's normal working hours only, unless prior approval has been obtained from the Owner.

G. Inspection and Tests

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

4.10 Eligible Respondents

Only individual firms or formal joint ventures may apply. Two (2) firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude a respondent from having consultants.)

4.11 Checklist

Firms are instructed to complete, sign and return the following documents as part of their proposal submittal. Failure to return these documents may subject your proposal to disqualification. Responses should be submitted on the bid form and by proposal in accordance with the RFP. Responses will be time stamped on or before the hour and date specified for the response opening.

- A. Bonding Letter
- B. Signed and Completed Bid Form (Division 00, Section 004100)
- C. Responses to RFP (Division 00, Section 002400)

**5. SUBMISSION AND WITHDRAWAL OF BIDS**

Submit a total of three (3) complete copies of the entire response. Please submit one (1) unbound copy plus two (2) copies on labeled CDs. An original signature must appear on the Bid Form (Division 00, Section 004100) on at least one (1) of the submittals.

- A. The materials submitted must be enclosed in a sealed envelope, box, or container; the package must show clearly the proposal deadline; the RFP name must be clearly visible; and name and the return address of the Respondent must be clearly visible.

**NOTE:** Show the Request for Proposal name and submittal date in the lower left-hand corner of your sealed proposal envelope (box/container).

- B. Late proposals will not be considered under any circumstances.
- C. Telephone proposals are not acceptable.
- D. Facsimile ("FAX") or emailed proposals are not acceptable.

**The Bid must be submitted no later than 2:00 p.m. CST on [Date], Bids received after the date and hour previously stated will not receive consideration.**

**Via hand delivery or overnight delivery only (i.e. FedEx, UPS, etc.)**

TO: Delon Greene  
University of North Texas System  
Business Service Center  
Woodhill Square  
1112 Dallas Drive, Suite 4000  
Denton, Texas 76205

Proposals will be received until the date and time established for receipt, then opened. The names of the respondents who submitted proposals will be made public. **A public opening shall be held on [Day], [Date] promptly at [Time]. Location shall be University of North Texas System, Business Service Center, Woodhill Square, [Room], 1112 Dallas Drive, Suite 4000, Denton, Texas 76205.**

## 6. GENERAL INFORMATION

### 6.1 Type of Contract

After proposals are received in response hereto, and notice of intent to award a contract is made, the successful Respondent will be required to enter into a contract in the form of the Owner's standard Construction Manager-at-Risk Agreement. The Construction Manager must include in its response proposed exceptions, exclusions and or additions to the contract (Division 00, Section 005200, *Agreement Forms*). Any desired changes to the standard contract must be included with proposal and will be taken into account during the evaluation and selection process. For questions regarding the contract, contact:

Stephanie Hunter  
University of North Texas System Facilities  
at <http://bsc.untssystem.edu/content/bid-inquiry>

### 6.2 Inquiries and Interpretations

Any questions or concerns regarding this Request for Proposals shall be directed to:

Delon Greene  
University of North Texas System  
Business Service Center

Please submit solicitation questions to:

**Solicitation Inquiry** located at <http://bsc.untssystem.edu/content/bid-inquiry>.

**All questions must be received no later than [Date] at [Time] CST. All questions and answers will be posted to the website by 5:00 pm CST, [Date].**

The Owner specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual except as provided in 6.1 above.

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in electronically by addendum (amendment) and posted at <http://bsc.untssystem.edu/bid-listing> and <http://esbd.cpa.state.tx.us/>. All such addenda issued by the Owner prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of such in their proposal. Respondents are responsible for obtaining any addenda posted on the websites listed above.

Only those inquiries the Owner replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. The Respondent must acknowledge all addenda in Division 00, Section 004100, *Bid Form*.

### 6.3 Compliance with Law

Construction Manager is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991, and all other laws and regulations and executive orders as are applicable.

### 6.4 University's Right to Audit

At any time during the term of any Contract resulting from this solicitation and for a period of four (4) years thereafter, the Owner or a duly-authorized audit representative of the Owner or the State of Texas, at its expense and at reasonable times, reserves the right to audit Construction Manager's



records and books relevant to all services provided under this Contract. In the event such an audit by the Owner reveals any errors/overpayments by the Owner, Construction Manager shall refund the Owner the full amount of such overpayments within thirty (30) days of such audit findings, or the Owner, at its option, reserves the right to deduct such amounts owing the Owner from any payments due Construction Manager.

6.5 Access to Documents

To the extent applicable to this procurement, in accordance with Public Law 99-499 under TEFRA, Construction Manager agrees to allow, during and for a period of not less than four (4) years after the Contract term, access to this Contract and its books, documents, and records; and contracts between Construction Manager and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services, and their duly authorized representatives.

6.6 Insurance and Bonds

The Contractor shall provide and maintain insurance, performance bond, and payment bond has required, the minimum insurance coverage and bonding requirements are stated in Division 00, Section 007000, *UGC/SGC*.

6.7 Other Benefits

It is understood and agreed that no benefits, payments or considerations received by Construction Manager for the performance of services associated with and pertinent to the resultant Contract shall accrue, directly, or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are, by definition, an employee of the State.

6.8 Non-Disclosure

Construction Manager and the Owner acknowledge that they or their employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organization, regardless of whether directly or indirectly affiliated with Construction Manager or the Owner, unless (i) required by law, (ii) required by order of any court or tribunal, (iii) such disclosure is necessary for the assertion of a right, or defense of an assertion of a right, by one party against the other party hereto, or (iv) such information has been acquired from other sources.

6.9 Publicity

Construction Manager agrees that it shall not publicize this potential Contract or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the Owner's employees or use the Owner's name in connection with any sales promotion or publicity event without prior written approval.

6.10 Assignment

The potential agreement with Construction Manager resulting from this RFP is a personal service contract for the services of Construction Manager, and Construction Manager's interest in such agreement, duties thereunder and/or fees due thereunder may not be assigned or delegated to a third party without the Owner's prior written consent. The benefits and burdens of such agreement are, however, assignable by the Owner.

6.11 Assignment of Overcharge Claims

Construction Manager hereby assigns to the Owner any and all claims for overcharges associated with the Contract arising under the antitrust laws of the United States, 15 U.S.C.A., Sec. 1 et seq. (1973), or arising under the antitrust laws of the State of Texas, Texas Business and Commerce Code Annotated, Sec. 15.01, et seq. (1967).

6.12 Patent and Copyright

Construction Manager shall pay for any royalties, license fees, copyrights or trade and service marks required to perform the services required by any resulting Contract.

6.13 Texas Public Information Act

The Owner considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General regarding the disclosure of RFP information.

6.14 Freedom of Access and Use of Facilities

Construction Manager's employees shall have reasonable and free access to use only those facilities of the Owner that are necessary to perform services under a resulting Contract and shall have no right of access to any other facilities of the Owner.

6.15 Observance of University Rules and Regulations

Construction Manager agrees that at all times its employees will observe and comply with all regulations of the facilities, including but not limited to, no smoking, parking and security regulations.

6.16 Section Headings

All section headings are for convenience of reference only and are not intended to define or limit the scope of any provisions of this RFP.

6.17 Governing Law

A. This RFP, and any resulting Contract, agreement or purchase order shall be construed and governed by the laws of the State of Texas.

B. The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have been issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that is required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this order may be terminated by either party upon written notice to the other party.

C. Important Notice - Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to, the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

D. Federal Funds - All procurements of supplies, equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions, even if part of a State or local government follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document, vendor certifies that vendor is in compliance with OMB A-110 and that vendor is not on the Debarred Bidders List.

6.18 Owner's Special Conditions

The Owner requires full compliance with Division 00 and Division 01 Specifications, Contract and General Requirements. The documents shall be a part of this RFP and the Contract.

6.19 Prevailing Wage Schedule, University of North Texas System

Prevailing wage schedule shall in accordance with Texas Government Code, Chapter 2258. The hourly wage rate for work over forty (40) hours a week and work on legal holidays shall be not less than one and one-half (1.5) times the hourly rates.

Respondents shall base their proposals on rates they expect to pay. The Owner will not consider claims for extra payment to the Construction Manager on account of payment of wages higher than those required by Texas Government Code, Chapter 2258.

6.20 Pursuant to Section 231.006 of the Family Code, response must include names and social security numbers of each person with at least 25 percent ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

6.21 Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.

A. **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.

B. **Excess Obligations Prohibited:** The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which the Owner applies annually. Any purchase order may be canceled at any time without penalty if legislative and/or the Owner's funds are not appropriated for goods or services obligated on any purchase order beyond the current fiscal year (September 1 through August 31 of any given year.)

C. **Cancellation:** Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by the Owner for some other reason through no fault of the vendor, the vendor will be contacted. The Owner reserves the right to cancel this contract upon thirty (30) days written notice to the Construction Manager. The Construction Manager must request and secure in writing the approval of the Purchasing Department to be released from this contract or any portion thereof should conditions unforeseeable occur.

D. **Miscellaneous:** The laws of the State of Texas shall prevail, including the Public Information Act. Any Order is not confidential. All transactions associated with this Order may be subject to audit. Vendor, by accepting this Order agrees to allow access to all records regarding this transaction upon written request by UNTS Internal Auditors and/or UNTS Business Service Center Purchasing.

7. **AWARD PROCESS**

7.1 Commitment

Respondent understands and agrees that this RFP is issued predicated on anticipated requirements for the new and/or renovated facilities for the **[Campus]**, and that the Owner has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFP. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

7.2 Respondent's Acceptance of Evaluation Methodology

Submission of proposals indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the Owner during the determination of ranking order for the short-listed firms and award.

### 7.3 Contract

- A. Proposals will be opened publicly to identify the names, proposed fees and pricing of the Respondents who submitted proposals. Other contents of the proposals will be afforded security sufficient to preclude disclosure of the contents of the proposal prior to award. Within forty-five (45) days after the date of opening the proposals, the Owner will evaluate each proposal with respect to the selection criteria contained herein. The Owner shall select the Respondent that submits the proposal that offers the best value for the institution based on the selection criteria set forth in Division 00, Section 002400, *Scope for Proposal* and on the evaluation. The Owner shall first attempt to negotiate a contract with the selected Respondent. If the Owner is unable to negotiate a satisfactory contract with the selected Respondent, the Owner shall formally, and in writing, end negotiations with the Respondent and proceed to negotiate with the next Respondent in the order of the selection until a contract is reached or negotiations with all Respondents end. The Owner may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions. The Owner reserves the right to reject any and all proposals, if deemed to be in the best interests of the Owner, and to re-solicit for proposals, and to temporarily or permanently abandon the procurement.
- B. A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until a UNTS Agreement is issued and accepted. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against UNTS shall be subject to the mandatory venue statute set forth in §105.151 of the Texas Education Code.
- i. An award is made to the Vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, **BEST VALUE** may be considered.
  - ii. **DEBTS TO THE STATE:** Any party indebted to the State of Texas or any party who is more than thirty (30) days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract.
  - iii. If a "best offer" vendor shows not to be in "good standing," this agency may reject the response and award to the next best response.
  - iv. The Owner reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever the Owner, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of the Owner.
  - v. Delivery may be a factor in this award.
- C. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through bidder and the requirement to cooperate is included in any subcontract it awards

7.4 Response Results: It is not the policy of the Owner to furnish results over the telephone. Bid tabulations may be requested at <http://bsc.untsystem.edu/content/bid-inquiry>.

### 7.5 Historically Underutilized Businesses (HUB)

- A. If Owner elects to award the future Construction Phase Services to the Construction Manager, the Guaranteed Maximum Price (GMP) for the proposed contract resulting from the extension of this Contract is expected to exceed \$100,000.00. A Good Faith Effort Program in the form of a HUB Subcontracting Plan (HSP) is a mandatory condition precedent to the award of any such extension of the contract. The HUB Subcontracting Plan will become Exhibit A of the Construction Manager-at-Risk Agreement and need not be submitted until such time as the GMP is submitted for review and acceptance by Owner. Refer to Division 00, Section 006000, *Project Forms* herein for HSP Forms.

- B. Centralized Master Bidders List (CBML): The Owner utilizes the Texas Comptroller of Public Accounts CMBL for HUB. The CMBL is located at: <http://www.window.state.tx.us/procurement/>. Non-HUB respondents are identified from various sources including the CBML.

**FAILURE TO MEET HUB REQUIREMENTS MAY RESULT IN THE TERMINATION OF THE CONTRACT.**

END OF SECTION

SAMPLE

**DOCUMENT 004100**

**BID FORM**

Proposal of: \_\_\_\_\_  
(Company Name)

The University of North Texas System (UNTS) Facilities, subsequently referred to as the Owner, is accepting sealed proposals from Respondents for a Construction Manager-at-Risk contract, pursuant to Sec. 51.782, Texas Education Code, using the one-step process in accordance with the terms, conditions and requirements set forth in this Request for Proposals (RFP). This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the Owner.

**RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED OR REFERRED TO IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.**

**Via hand delivery or overnight delivery only (i.e. FedEx, UPS, etc.)**

TO: Delon Greene  
University of North Texas System  
Business Service Center  
Woodhill Square  
1112 Dallas Drive, Suite 4000  
Denton, Texas 76205

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Construction Manager-at-Risk services as required pursuant to the aforementioned documents at the below quoted terms.

**PRICING SCHEDULE**

A lump sum "not to exceed" amount for preconstruction phase services:

\_\_\_\_\_

A "not to exceed" amount for reimbursable expenses associated with the preconstruction phase:

\_\_\_\_\_

A percentage of construction costs, which will be converted to a "not to exceed" construction management fee:

\_\_\_\_\_

A "not to exceed" amount for General Conditions associated with the construction of this project as defined by Division 00, Section 007000, *UGC/SGC*:

\_\_\_\_\_

Provide a detailed breakdown for the following categories, whether self-performed or assigned to subcontractors as an attachment to this Bid Form,

Insurance  
Performance and Payment Bonds

On-Site Staff Expenses  
Salaries and Benefits for All Anticipated Staff  
Project-Related Travel and Expenses

Project Office  
Trailer/Building Rental  
Office Furniture, Equipment, and Supplies  
Utilities  
Postage and Delivery Services  
Progress Photos  
Document Reproduction  
Computers and Network Expenses  
Phones and Radios

Project Vehicles and Equipment  
On-Site Staff Vehicles  
Project Site Equipment  
Special Tools and Equipment  
Fuel and Lubricants  
Maintenance and Repairs

Site Operations  
Site Security and Employee Identification  
Barricades and Fencing  
First Aid and Safety Supplies and Materials  
Awards and Recognition Programs  
Storm Water Control and SWPPP Measures  
Field Engineering and Testing  
Minor Incidental Work  
Construction Clean-up and Debris Removal  
Final Cleaning  
Project Temporary Utilities  
Temporary Toilets  
Project Signage

Other  
List other anticipated General Condition costs

**DELIVERY SCHEDULE**

Respondent, having carefully examined the Owner's delivery schedule as described in Division 00, Section 002100, *Instructions to Bidders* herein, agrees to furnish the Construction Management services based on the aforementioned delivery schedule. Any proposed revision or modification to the delivery schedule or listed deliverables are as listed below:

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**PAYMENT TERMS**

UNTS shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty (30) days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Payment Applications and any required supporting documents must be presented to: University of North Texas System Facilities; 1155 Union Circle #311040, Denton, Texas 76203-5017.

- a. Payment on any contract will be withheld from Respondent if Respondent is determined to be more than thirty (30) days delinquent for Child Support.
- b. Successful Respondent shall be responsible for referencing the purchase order number(s) resulting from this proposal on any invoice(s), packing list(s), correspondence, etc. Invoicing must correlate to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Response is subject to disqualification if Respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the Owner is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.
- d. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### SALES TAX

Purchases made for the Owner's use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.

### INSURANCE

The Contractor shall provide and maintain, until the work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as stated in Division 00, Section 007000, *UGC/SGC*.

### LIQUIDATED DAMAGES

Liquidated damages will be in accordance with Division 00, Section 007000, *UGC/SGC*.

### ADDENDA

Receipt is hereby acknowledged of the following addenda to this RFP. (Initial, if applicable)

No. 1: \_\_\_\_\_ No. 2: \_\_\_\_\_ No. 3: \_\_\_\_\_ No. 4: \_\_\_\_\_ No. 5: \_\_\_\_\_ No. 6: \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for rejections of the entire proposal. This proposal is valid and will be honored for a period of 180 days following the proposal opening.



**THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SECTION WILL RESULT IN DISQUALIFICATION OF YOUR FIRM.**

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services in compliance with all terms, conditions, requirements set forth per the RFP documents and contained herein.
2. By signature hereon, Respondent affirms that it has not given, 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. Failure to sign hereon, or signing with a false statement, shall void the submitted proposal or any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.
3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UNTS's option, may result in cancellation of any resulting contract or purchase order.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, 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 proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal. Unsigned responses will not be considered under any circumstances.
7. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code (TAC) Title 34. In the case of a tie, the award will be made in accordance with TAC, Title 34, amended. Check below preference claimed under TAC, Title 34, amended:

- Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- Agricultural products produced or grown in Texas
- Agricultural products and services offered by Texas bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards

Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.

8. By signature hereon, Respondent certifies it is a small business and/or minority/female owned business as defined by the State of Texas. Check status below:
  - Historically Underutilized Business
  - Small Business (House Bill 366, 64th Legislature)
  - Minority/Female Owned Business (House Bill 2626, 73rd Legislature)
  - Certified by Texas Department of Commerce
  - Status not claimed

9. By signature hereon, Respondent certifies as follows:

"Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

"Under Section 2155.004, Texas Government Code, the vendor or applicant 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."

10. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship, exist between Respondent and an employee of any UNTS component, or Respondent has not been an employee of any UNTS component within the immediate twelve (12) months prior to RFP response. All such disclosures will be subject to administrative review and approval prior to UNTS entering into any contract with Respondent.

11. Respondent certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of separation from State agency: \_\_\_\_\_

Position with Respondent: \_\_\_\_\_ Date of employment with Respondent: \_\_\_\_\_

12. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, Texas Government Code).

13. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

14. **Suspension, Debarment, and Terrorism:** Respondent further certifies that the Respondent 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 Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent 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 <http://www.epls.gov>.

15. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

16. Respondents should give Payee ID Number, full firm name, and address of Respondent below in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the Federal Employer's Identification Number

Complete the following:

Payee ID No. \_\_\_\_\_

If a Corporation  
State of Incorporation: \_\_\_\_\_

FEI No. \_\_\_\_\_

Charter No: \_\_\_\_\_

Company Information:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address Line 1)

\_\_\_\_\_  
(Street Address Line 2)

\_\_\_\_\_  
(City, State, Zip Code)

Submitted by:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Facsimile Number)

SAMPLE

**DOCUMENT 004300**  
**PROCUREMENT FORMS**

SAMPLE

**DOCUMENT 005200**

**AGREEMENT FORMS**

SAMPLE

**DOCUMENT 006000**

**PROJECT FORMS**

SAMPLE

# PERFORMANCE BOND

Surety Bond No.

STATE OF TEXAS           §  
COUNTY OF               §

LET IT BE KNOWN BY THIS INSTRUMENT: That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_ a corporation duly authorized to do business in the State of Texas, as Surety, are hereby held and firmly bound unto the University of North Texas System, as Obligee, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, by the terms and conditions herein.

The conditions of this obligation are such that whereas the Principal entered into a certain contract with the Obligee, as an entity of the State of Texas, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 ("Contract"), which is hereto attached and made a part hereof for all purposes, for the purpose of \_\_\_\_\_

NOW THEREFORE, the condition of this obligation is such that this Performance Bond shall remain in full force and effect unless and until the Principal has faithfully performed the Contract in accordance with the Plans, Specifications and Contract documents. Further, under the terms of this Performance Bond, Principal shall fully indemnify and save harmless the Obligee from all cost and damage which the Obligee may suffer by reason of Principal's default or failure to perform and shall fully reimburse and repay the Obligee all outlay and expense which the Obligee may incur in making good any such default.

In the event that the Principal's failure as defined by the Contract Documents, to faithfully perform the Contract, Surety will within fifteen (15) days of determination of default, assume full responsibility for completion of said Contract and become entitled to payment of the balance of the Contract amount. Conditioned upon the Surety's faithful performance of its obligations, the liability of the Surety for the Principal's default shall not exceed the penalty of this Bond.

The Surety agrees to pay to the Obligee upon demand all loss and expense, including attorney's fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Principal or the Surety.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the said Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the said Contract or to the work or to the Specifications.

Provided further, that if any legal action be filed upon this Bond, venue shall lie in Denton County, Texas.

The liabilities, rights, limitations and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this Bond is executed.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed, and these present duly signed by its undersigned representative pursuant to authority of its governing body.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name and Title)

(SEAL)

ATTEST:

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Typed Name and Title)

(SEAL)

Surety's Texas Local Recording  
Agent or Resident Agent:

Surety's Home Office Agent or  
Servicing Agent:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(License No.)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(File No)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone)



# PAYMENT BOND

Surety Bond No.

STATE OF TEXAS           §  
COUNTY OF               §

KNOW ALL MEN BY THESE PRESENT: That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto the University of North Texas System, as Obligee, in the sum of Dollars (\$ \_\_\_\_\_) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, by the terms and conditions herein.

The conditions of this obligation are such that whereas the Principal entered into a certain contract with the Obligee, as an entity of the State of Texas, dated the \_\_\_\_day of \_\_\_, 200\_ (“Contract”), which is hereto attached and made a part hereof for all purposes, for the purpose of \_\_\_\_\_.

NOW THEREFORE, the condition of this obligation is such that this Payment Bond shall remain in full force and effect unless and until 120 days after Principal has faithfully performed the Contract in accordance with the Contract documents and Principal has executed a copy of the attached Payment Affidavit and provided it to Obligee.

In the event that the Principal fails to promptly pay when due any amount owed to persons who have supplied labor, materials, or supplies used in Principal’s performance of the said Contract, the Surety will, upon receipt of notice from the Obligee or a claim in the form required by law, satisfy all undisputed balances due, and make arrangements satisfactory to the interested parties to resolve all amounts disputed in good faith, but in no event shall the liability of the Surety for the Principal’s failure to promptly pay for labor, materials, or supplies exceed the amount of this bond.

The Surety agrees to pay to the Obligee upon demand all loss and expense, including attorney’s fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Principal or the Surety.

Provided further, that this bond is made and entered into for the protection of all parties supplying labor or materials in the prosecution of the work provided for in the said Contract, and all such parties shall have a direct right of action under this bond as provided in Chapter 2253 of the Texas Government Code. If any legal action is filed upon this bond, venue shall lie in Denton County, Texas.

The liabilities, rights, limitations and remedies concerning this Bond shall be determined in accordance with the provisions of Chapter 2253 of the Texas Government Code, pursuant to which this bond is executed.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, the name and seal of each party being hereto affixed, and duly signed by its undersigned representative pursuant to authority of its governing body.

## CONSTRUCTION MANAGER-AT-RISK

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Texas Vendor ID No.)



# 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 #: \_\_\_\_\_

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

a. This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

| Item #   | Subcontracting Opportunity Description | HUBs  |   | Non-HUBs  |
|--|--|---|---|---|
|  |  | Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less. | Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years. | Percentage of the contract expected to be subcontracted to non-HUBs . |
|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
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|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
|  |  | %   | %   | %   |
| <b>Aggregate percentages of the contract expected to be subcontracted:</b> |  | <b> %</b>   | <b> %</b>   | <b> %</b>   |

\*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.

**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)

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

# HSP Good Faith Effort - Method A (Attachment A)

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

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc>

## SECTION A-1 SUBCONTRACTING OPPORTUNITY

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

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION A-2 SUBCONTRACTOR SELECTION

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

| Company Name | Texas certified HUB  | VID #<br><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 |   | \$                        | %                               |
|              | <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 |   | \$                        | %                               |
|              | <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 |   | \$                        | %                               |

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

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

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

## SECTION B-1 SUBCONTRACTING OPPORTUNITY

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

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 #<br><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**.

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

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

|  |   |
|--|---|
| <b>Section C</b>   | <b>SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</b>  |
| 1.<br><b>Potential Subcontractor's Bid Response Due Date:</b>                                      | <p>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: _____<br/>Date (mm/dd/yyyy)</p> <div style="border: 1px solid black; padding: 5px; font-size: small;"> <p><i>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.</i></p> <p><i>(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.)</i></p> </div> |
| 2.<br><b>Subcontracting Opportunity Scope of Work:</b>   |   |
| 3.<br><b>Required Qualifications:</b><br><input type="checkbox"/> - Not Applicable                 |   |
| 4.<br><b>Bonding/Insurance Requirements:</b><br><input type="checkbox"/> - Not Applicable          |   |
| 5.<br><b>Location to review plans/specifications:</b><br><input type="checkbox"/> - Not Applicable |   |