REQUEST FOR PROPOSAL

RFP Number: 
**RFP5-0004**

Rotary Wing and Fixed Wing Unmanned Aircraft Systems

PROPOSAL MUST BE RECEIVED BEFORE:  
2:00 p.m. Central Time on June 12, 2015

MAIL PROPOSAL TO:  
Texas A&M University-Corpus Christi  
Purchasing Department  
6300 Ocean Drive Unit 5731  
Corpus Christi TX  78412-5731

HAND DELIVER AND/OR EXPRESS MAIL TO:  
Texas A&M University-Corpus Christi  
Purchasing Building  
6300 Ocean Drive Room 115A  
Corpus Christi TX  78412

Show RFP Number, Opening Date and Time on Return Envelope

NOTE:  PROPOSAL must be time stamped at Texas A&M University-Corpus Christi Purchasing Department before the hour and date specified for receipt of proposal.

Pursuant to the Provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121 - 2156.127, General Services Act rules and regulations adopted there under, sealed proposals will be received until the date and time established for receipt. After receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

DATED:  April 24, 2015

REFER INQUIRIES TO:  
Will Hobart, Director of Procurement & Disbursements  
Texas A&M University-Corpus Christi  
Purchasing Department  
361-825-2616  
Email: will.hobart@tamucc.edu
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SECTION I

GENERAL

1.1 SCOPE. The Texas A&M University-Corpus Christi (TAMU-CC) seeks a Rotary Wing Unmanned Aircraft System and a Fixed Winged Aircraft System in accordance with the specifications contained in this Request for Proposal (“RFP”). In particular, the services requested herein and to be provided under any contract(s) awarded as a result of this RFP are for an initial purchase of a minimum of four (4) Unmanned Aircraft (2 fixed wing, and 2 rotary wing), Ground Support Equipment, Spare Hardware, Training, Maintenance, and Sensors. Optionally, after the initial purchase, TAMU-CC is interested in the ability to procure future aircraft at a set, discounted price on a term and supply basis. At the responding vendor’s option, they may propose a set, discounted price for future purchases.

No Guarantee of Volume. The State of Texas does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this solicitation and resulting contract.

1.2 CONTRACT TERM. In the event that the term and supply option is offered, accepted, and awarded, the services requested shall be provided for a period of one (1) year, beginning August 1, 2015, or the last signature date, whichever is later, and ending July 31, 2016. This contract may be renewed for up to four (4) one year renewal periods upon mutual agreement of the parties to be evidenced in writing prior to the expiration date of the initial term.

1.3 COMPENSATION. Payment terms, unless otherwise stated in the RFP, will be considered to be net 30 days after the date of satisfactory delivery and acceptance by the University and upon receipt of correct invoice whichever occurs last. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder.

1.4 DEFINITIONS and ACRONYMS. For purposes of this RFP, the following definitions and acronyms apply:

(a) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed;
(b) Addendum - A modification of the specifications issued by TAMU-CC and distributed to prospective Respondents prior to the opening of bids;
(c) Best and Final Offer (“BAFO”)– A formal request made to selected Respondents for revisions to the originally submitted Proposal;
(d) COA – Certificate of Authorization or Waiver;
(e) Contract – The contract awarded as a result of this RFP and all exhibits thereto., This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent’s Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits;
(f) Contractor – Respondent whose Proposal results in a contract with TAMU-CC;
(g) CONUS – Continental United States;
(h) FAA – Federal Aviation Administration;
(i) GCS – Ground Control Station;
(j) GPS – Global Positioning System;
(k) HOGE – Hover Out of Ground Effect;
(l) IMU – Inertial Measurement System;
(m) INS – Inertial Navigation System;
(n) IPB – Illustrated Parts Breakdown;
(o) LSUASC – Lone Star UAS Center of Excellence and Innovation;
(p) MSDS – Material Safety Data Sheet;
(q) PPL – Private Pilot’s License;
(r) RFP – Request for Proposal;
(s) SIR – Screening Information Request;
(t) UA – Unmanned Aircraft; and
(u) UAS – Unmanned Aircraft System

1.5 **HUB SUBCONTRACTING PLAN (HSP).** It is the policy of the State of Texas, Texas Procurement and Support Services (TPASS) and Texas A&M University-Corpus Christi to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontract and purchasing transactions. TAMU-CC initiatives through the Purchasing Department are to assist our prime contractors and core company/agents to achieve these ends through race, ethnic and gender-neutral means. The goal of the HUB Advocacy Program (HUBAP) is to promote full and equal business opportunity for all businesses in contracting and purchasing.
SECTION II

STATEMENT OF WORK

2.1 EXECUTIVE SUMMARY. The Lone Star UAS Center of Excellence and Innovation (LSUASC) test site was established in response to an FAA initiative to integrate Unmanned Aircraft Systems (UAS) into the national airspace. The test site and its 11 test ranges were designed by former Federal Aviation Administration (FAA) air-traffic control experts, according to FAA requirements for certificates of authorization or waiver (COA) and the screening information request (SIR) that solicited test-site proposals from public entities in February 2013.

2.2 SERVICE REQUIREMENTS. Services shall include, but are not limited to, the requirements contained in this RFP. Services set forth that contain the words “must” or “shall” are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words “may” or “can” allow Respondents to offer alternatives to the manner in which the services are provided. The requested services and corresponding deliverables are as follows:

(a) **Fixed Wing.** This set of requirements is for the purpose of creating a Request for Proposal (RFP) document to procure, at a minimum, a fixed wing UAS to meet the program goals of the LSUASC. This RFP is separated into three different Fixed Wing groupings. The LSUASC intends to purchase, lease, or barter two (2) Fixed Wing UAS from these groupings. LSUASC will determine, at its sole discretion, which proposed aircraft best fits the program goals of the LSUASC. The Fixed Wing UAS groups are defined below:

(1) **Fixed Wing Group A.** This proposed fixed wing UAS must align within the following parameters:

- Weight: Less than 30 pounds
- Launch and Recovery: Hand Launch
- Autopilot: Autonomous operation
- Minimum Payload: 1 pound
- Minimum Endurance: 45 minutes

These categories will be weighted equally when evaluating the responses.

(2) **Fixed Wing Group B.** This proposed fixed wing UAS must align within the following parameters:

- Weight: Less than 200 pounds
- Launch and Recovery: Any method
- Autopilot: Autonomous operation
- Minimum Payload: 15 pounds
- Minimum Endurance: 4 hours

These categories will be weighted equally when evaluating the responses.

(3) **Fixed Wing Group C.** This proposed fixed wing UAS must align within the following parameters:

- Weight: Less than 600 pounds
- Launch and Recovery: Rolling Takeoff and Landing
- Autopilot: Autonomous operation
- Minimum Payload: 40 pounds
- Minimum Endurance: 6 hours

These categories will be weighted equally when evaluating the responses.

(b) **Rotary Wing.** This set of requirements is for the purpose of creating a Request for Proposal (RFP) document to procure, at a minimum, two (2) rotary wing UAS to meet the program goals of the LSUASC.

This proposed rotary wing UAS must align within the following parameters:
- Weight: Less than 55 pounds
- Launch and Recovery: Vertical Takeoff and Landing (VTOL)
- Autopilot: Autonomous operation
- Minimum Payload: 6 pounds
- Minimum Endurance: 0.5 hours

These categories will be weighted equally when evaluating the responses.

2.3 **TECHNICAL PROPOSAL.** The proposer is required to populate each section under this topic. If no data exists for a particular section, fill in, “no data available”. If a section does not apply to the aircraft, fill in, “does not apply” with a reason for the omission of data.

(a) **Fixed Wing.** (Proposer must provide responses for each group proposed).

(1) **Aircraft Description**
(1.1) **Aircraft Characteristics**
(1.1.1) The aircraft manufacturer must identify the aircraft(s) physical dimensions.
(1.1.2) The aircraft manufacturer must identify the aircraft(s) weight. This will include max takeoff and minimum empty weights.
(1.1.3) The aircraft manufacturer must identify the aircraft(s) propulsion system description.
(1.1.4) The aircraft manufacturer must identify the aircraft(s) available power for aircraft systems.
(1.1.5) The aircraft manufacturer must identify the aircraft(s) available power for sensors.
(1.1.6) The aircraft manufacturer must identify the aircraft(s) available color schemes.
(1.1.7) The aircraft manufacturer must identify the aircraft(s) launch and recovery methods.
(1.1.8) The aircraft manufacturer must identify the starting and stopping procedures for the aircraft.
(1.1.9) The aircraft manufacturer must provide proof of documentation for their aircraft. This documentation will include an operators’ manual with normal and emergency operations checklists, maintenance manual, line diagram of the aircraft, avionics manual for the aircraft, wiring schematic of the aircraft, and any engine specific manuals required for operations.
(1.2) **Aircraft Image**  
(1.2.1) The aircraft manufacturer must provide the aircraft(s) image.

(1.3) **Aircraft Performance**  
(1.3.1) The aircraft manufacturer must identify the aircraft(s) V-Speeds that apply to the specific airframe.  
(1.3.2) The aircraft manufacturer must identify the aircraft(s) fuel capacity or battery capacity if applicable.  
(1.3.3) The aircraft manufacturer must identify the aircraft(s) fuel burn rates if applicable.  
(1.3.4) The aircraft manufacturer must identify the aircraft(s) maximum endurance under max gross weight operations.

(1.4) **Aircraft Operating Limitations**  
(1.4.1) The aircraft manufacturer must identify the aircraft(s) max operational altitude.  
(1.4.2) The aircraft manufacturer must identify the aircraft(s) wind limitations.  
(1.4.3) The aircraft manufacturer must identify the aircraft(s) maximum and minimum operating temperatures.  
(1.4.4) The aircraft manufacturer must identify the aircraft(s) must identify precipitation limitations.  
(1.4.5) The aircraft manufacturer must identify the aircraft(s) ability to operate at night or in limited sun light.  
(1.4.6) The aircraft manufacturer must identify the aircraft(s) launch and recovery limitations. This will include propeller safe arcs, launch and landing area requirements, and surface limitations.  
(1.4.7) The aircraft manufacturer must identify the aircraft(s) maneuver limitations.

(1.5) **Aircraft Components**  
(1.5.1) The aircraft manufacturer must identify the aircraft(s) autopilot system.  
(1.5.2) The aircraft manufacturer must identify the aircraft(s) transponder.  
(1.5.3) The aircraft manufacturer must identify the aircraft(s) power plant.  
(1.5.4) The aircraft manufacturer must identify the aircraft(s) battery(s).  
(1.5.5) The aircraft manufacturer must identify the aircraft(s) generator/alternator (if applicable).  
(1.5.6) The aircraft manufacturer must identify the aircraft(s) GPS/INS.  
(1.5.7) The aircraft manufacturer must identify the aircraft(s) inertial measurement unit (IMU).  
(1.5.8) The aircraft manufacturer must identify the aircraft(s) barometric measuring system (if applicable).  
(1.5.9) The aircraft manufacturer must identify the aircraft(s) datalink system (receivers, transmitters, or transceivers).  
(1.5.10) The aircraft manufacturer must identify the aircraft(s) antennas.

(1.6) **Aircraft Maturity**  
(1.6.1) The aircraft manufacturer must identify the aircraft(s) total number of flight hours.  
(1.6.2) The aircraft manufacturer must identify the aircraft(s) total number of
launch and recoveries (take off and landings).

(1.6.3) The aircraft manufacturer must identify the aircraft(s) autopilot operational hours.

(1.6.4) The aircraft manufacturer must identify the aircraft(s) total number of power plant hours.

(1.6.5) The aircraft manufacturer must identify the aircraft(s) total amount of time the communications links have been in use.

(1.6.6) The aircraft manufacturer must identify the aircraft(s) amount of time spent lost link (no command link or return link).

(1.6.7) The aircraft manufacturer must identify the aircraft(s) GPS system’s total operational time.

(1.6.8) The aircraft manufacturer must identify the aircraft(s) transponder’s total operational time.

(1.6.9) The aircraft manufacturer must identify the aircraft(s) lost link profile, return home, or emergency mission execution has been tested and how many hours the aircraft has operated in lost link scenarios.

(1.6.10) The aircraft manufacturer must identify the aircraft(s) flight termination system.

(1.7) Aircraft Transportation Requirements

(1.7.1) The aircraft manufacturer must identify the aircraft(s) required container(s) for transportation.

(1.7.2) The aircraft manufacturer must identify the aircraft(s) special needs for transportation.

(1.7.3) The aircraft manufacturer must identify the aircraft(s) transportation containers dimensions and final weight.

(2) Ground Support Equipment

(2.1) Ground Control Station (GCS)

(2.1.1) The aircraft manufacturer must identify the ground control station’s maintenance requirements.

(2.1.2) The aircraft manufacturer must identify the ground control station’s weather limitations.

(2.1.3) The aircraft manufacturer must identify the ground control station’s storage requirements.

(2.1.4) The aircraft manufacturer must identify the ground control station’s transportation requirements.

(2.1.5) The aircraft manufacturer must identify the ground control station’s dimensions and weight.

(2.1.6) The aircraft manufacturer must identify the ground control station’s power requirements.

(2.2) Wiring Diagram

(2.1.1) The aircraft manufacturer must identify the ground control station’s wiring diagram.

(2.1.2) The aircraft manufacturer must identify the ground control station’s electrical system.

(2.3) External Datalink Equipment
(2.3.1) The aircraft manufacturer must identify the ground control station’s datalink equipment.

(2.3.2) The aircraft manufacturer must identify the ground control station’s antenna requirements.

(2.3.3) The aircraft manufacturer must identify the ground control station’s antenna connectors.

(2.3.4) The aircraft manufacturer must identify the ground control station’s wiring required for antennas.

(2.4) **Launch and Recovery Requirements**

(2.4.1) The aircraft manufacturer must identify the ground control station’s proximity to the launch and recovery site.

(2.4.2) The aircraft manufacturer must identify the ground control station’s destination requirements (i.e. grade or slope of ground, paved, improved surface, etc).

(2.4.3) The aircraft manufacturer must identify the ground control station’s cabling limitations from the launch and recovery site to the GCS.

(2.4.4) The aircraft manufacturer must identify the launch system for the Unmanned Aircraft (UA) if required.

(2.4.5) The aircraft manufacturer must identify the recovery system for the UA if required.

(2.5) **Line Level Maintenance**

(2.5.1) The aircraft manufacturer must identify the scheduled maintenance requirements for any ground support equipment.

(2.5.2) The aircraft manufacturer must identify the storage requirements for any support equipment.

(2.5.3) The aircraft manufacturer must identify the corrosion prevention requirements.

(2.5.4) The aircraft manufacturer must provide the support equipment instruction manuals and maintenance manuals.

(2.6) **Tool Sets**

(2.6.1) The aircraft manufacturer must identify the ground control station’s required tools for standard maintenance.

(2.6.2) The aircraft manufacturer must identify all tools required to maintain any ground support equipment required to operate the entire system.

(2.7) **Calibration Equipment**

(2.7.1) The aircraft manufacturer must identify the ground control station’s systems that require periodic calibration and the tools used to calibrate those systems.

(2.7.2) The aircraft manufacturer must identify the systems that require periodic calibration and the tools used to calibrate those systems.

(2.8) **Fueling / Defueling**

(2.8.1) The aircraft manufacturer must identify the fueling and defueling requirements for the aircraft.

(2.8.2) The aircraft manufacturer must identify the type and shelf life of the fuel.

(2.8.3) The aircraft manufacturer must identify the storage requirements for any fuel required.
(2.8.4) The aircraft manufacturer must identify the scheduled maintenance for any fueling/defueling equipment.
(2.8.5) The aircraft manufacturer must identify the fuel mixture requirements.
(2.8.6) The aircraft manufacturer must identify the MSDS sheets for fuel and oil.
(2.8.7) The aircraft manufacturer must identify the type of oil required.
(2.8.8) The aircraft manufacturer must identify any hazardous material handling requirements.

(2.9) **Battery Requirements**
(2.9.1) The aircraft manufacturer must identify any hazardous material handling requirements.
(2.9.2) The aircraft manufacturer must identify the shelf life of the batteries.
(2.9.3) The aircraft manufacturer must identify the storage requirements for any batteries required.
(2.9.4) The aircraft manufacturer must identify the charging guidelines.

(3) **Spare Hardware**
(3.1) **Additional Aircraft**
(3.1.1) The aircraft manufacturer must identify the additional cost of another airframe.
(3.1.2) The aircraft manufacturer must identify the lead time for delivery of an additional airframe.

(3.2) **Aircraft Parts**
(3.2.1) The aircraft manufacturer must identify the lead time for delivery of any additional parts.
(3.2.2) The aircraft manufacturer must identify a service option for system parts if available.

(3.3) **Parts List**
(3.3.1) The aircraft manufacturer must identify a parts list for the airframe.
(3.3.2) The aircraft manufacturer must identify a parts list for the GCS.
(3.3.2) The aircraft manufacturer must identify a parts list for any support equipment.

(3.4) **Additional GCS equipment**
(3.4.1) The aircraft manufacturer must identify the lead time for delivery of any additional parts.
(3.4.2) The aircraft manufacturer must identify a service option for system parts if available.

(3.5) **Miscellaneous**
(3.5.1) The aircraft manufacturer must identify all hardware requirements for the system.

(4) **Training**
(4.1) **LSUASC Personnel**
(4.1.1) The LSUASC must provide operators with a FAA Private Pilot’s License (PPL) at a minimum.
(4.1.2) The LSUASC must provide at least four operators with FAA PPLs.
(4.1.3) The LSUASC must provide operators with a FAA class II medical.
(4.2) **Operator Training**

(4.2.1) The aircraft manufacturer must provide operator training for their aircraft.

(4.2.2) The aircraft manufacturer must provide launch and recovery training for the proposed aircraft.

(4.2.3) The aircraft manufacturer must provide an operator training program syllabus.

(4.2.4) The aircraft manufacturer training must be located within the continental United States (CONUS)

(4.2.5) The aircraft manufacturer training must be performed during daylight hours, Monday-Friday

(4.3) **Maintenance**

(4.3.1) The aircraft manufacturer must provide maintenance training for their aircraft.

(4.4) **Avionics**

(4.4.1) The aircraft manufacturer must provide avionics training for their aircraft.

(4.5) **Autopilot**

(4.5.1) The aircraft provider must provide autopilot training for their aircraft.

(5) **Maintenance**

(5.1) **Preventative Maintenance Requirements**

(5.1.1) The aircraft provider must identify all preventative maintenance requirements for the aircraft.

(5.1.2) The aircraft provider must identify all preventative maintenance requirements for all ground support equipment.

(5.1.3) The aircraft provider must identify all preventative maintenance requirements for the GCS.

(5.2) **Maritime Operations**

(5.2.1) The aircraft provider must identify all maintenance requirements for operating in a maritime environment.

(5.2.2) The aircraft provider must identify the parts of the aircraft susceptible to salt corrosion.

(5.3) **Scheduled Maintenance**

(5.3.1) The aircraft provider must identify all scheduled maintenance requirements for the aircraft.

(5.3.2) The aircraft provider must identify all scheduled maintenance requirements for all ground support equipment.

(5.4) **Depot Level Maintenance**

(5.4.1) The aircraft provider must identify all equipment that requires depot level maintenance.

(5.5) **Mean Time Between Failure Data**

(5.5.1) The aircraft provider must identify all equipment failure data (this includes aircraft, support, and GCS equipment).
(5.6) **Illustrated Parts Breakdown**
(5.6.1) The aircraft provider must provide proof of an Illustrated Parts Breakdown (IPB) for the aircraft, aircraft systems, support equipment, GCS, and GCS systems.

(6) **Sensors**
(6.1) **Power Restraints**
(6.1.1) The aircraft provider must provide the sensor power restraints.

(6.2) **Weight Restrictions**
(6.2.1) The aircraft provider must provide the sensor weight restrictions.

(6.3) **Size Restrictions**
(6.3.1) The aircraft provider must provide the sensor size restrictions.

(6.4) **Mounting Options**
(6.4.1) The aircraft provider must provide the sensor internal mount restrictions.
(6.4.2) The aircraft provider must provide the sensor external mount restrictions.

(6.5) **Wiring Capability**
(6.5.1) The aircraft provider must provide the sensor wiring harness or connections available.

(6.6) **Datalink Requirements**
(6.6.1) The aircraft provider must provide the sensor datalink options and requirements.

(6.7) **Currently Integrated Sensors**
(6.7.1) The aircraft provider must identify all sensors that have been integrated on the airframe.

(b) **Rotary Wing.** (Proposer must provide responses for each group proposed).

(1) **Aircraft Description**
(1.1) **Aircraft Characteristics**
(1.1.1) The aircraft manufacturer must identify the aircraft(s) physical dimensions.
(1.1.2) The aircraft manufacturer must identify the aircraft(s) weight. This will include max and minimum weights.
(1.1.3) The aircraft manufacturer must identify the aircraft(s) the propulsion system. This should include at a minimum power plant speeds, rotor speeds, rotor diameters, number of blades per rotor, and rotor control system.
(1.1.4) The aircraft manufacturer must identify the aircraft(s) available power for aircraft systems.
(1.1.5) The aircraft manufacturer must identify the aircraft(s) available power for sensors.
(1.1.6) The aircraft manufacturer must identify the aircraft(s) available color schemes.
(1.1.7) The aircraft manufacturer must provide proof of documentation for their
aircraft. This documentation will include an operators’ manual with normal and emergency operations checklists, maintenance manual, line diagram of the aircraft, avionics manual for the aircraft, wiring schematic of the aircraft, and any engine specific manuals required for operations.

(1.2) **Aircraft Image**
(1.2.1) The aircraft manufacturer must provide the aircraft(s) image.

(1.3) **Aircraft Performance**
(1.3.1) The aircraft manufacturer must identify the aircraft(s) V-Speeds that apply to the specific airframe.
(1.3.2) The aircraft manufacturer must identify the aircraft(s) auto rotation capability if applicable.
(1.3.3) The aircraft manufacturer must identify the aircraft(s) fuel capacity or battery capacity if applicable.
(1.3.4) The aircraft manufacturer must identify the aircraft(s) fuel burn rates if applicable.
(1.3.5) The aircraft manufacturer must identify the aircraft(s) maximum endurance under max gross weight operations.

(1.4) **Aircraft Operating Limitations**
(1.4.1) The aircraft manufacturer must identify the aircraft(s) max operational altitude.
(1.4.2) The aircraft manufacturer must identify the aircraft(s) wind limitations.
(1.4.3) The aircraft manufacturer must identify the aircraft(s) hover out of ground effect (HOGE) limitations.
(1.4.4) The aircraft manufacturer must identify the aircraft(s) maximum and minimum operating temperatures.
(1.4.5) The aircraft manufacturer must identify the aircraft(s) must identify precipitation limitations.
(1.4.6) The aircraft manufacturer must identify the aircraft(s) ability to operate at night or in limited sun light.
(1.4.7) The aircraft manufacturer must identify the aircraft(s) launch and recovery limitations. This will include rotor safe arcs, launch and landing area requirements, and surface limitations.
(1.4.8) The aircraft manufacturer must identify the aircraft(s) maneuver limitations.

(1.5) **Aircraft Components**
(1.5.1) The aircraft manufacturer must identify the aircraft(s) autopilot system.
(1.5.2) The aircraft manufacturer must identify the aircraft(s) transponder.
(1.5.3) The aircraft manufacturer must identify the aircraft(s) power plant.
(1.5.4) The aircraft manufacturer must identify the aircraft(s) battery(s).
(1.5.5) The aircraft manufacturer must identify the aircraft(s) generator/alternator (if applicable).
(1.5.6) The aircraft manufacturer must identify the aircraft(s) GPS/INS.
(1.5.7) The aircraft manufacturer must identify the aircraft(s) inertial measurement unit (IMU).
(1.5.8) The aircraft manufacturer must identify the aircraft(s) barometric measuring system (if applicable).
(1.5.9) The aircraft manufacturer must identify the aircraft(s) datalink system (receivers, transmitters, or transceivers).
(1.5.10) The aircraft manufacturer must identify the aircraft(s) antennas.

(1.6) Aircraft Maturity
(1.6.1) The aircraft manufacturer must identify the aircraft(s) total number of flight hours.
(1.6.2) The aircraft manufacturer must identify the aircraft(s) total number of launch and recoveries (take off and landings).
(1.6.3) The aircraft manufacturer must identify the aircraft(s) autopilot operational hours.
(1.6.4) The aircraft manufacturer must identify the aircraft(s) total number of power plant hours.
(1.6.5) The aircraft manufacturer must identify the aircraft(s) total amount of time the communications links have been in use.
(1.6.6) The aircraft manufacturer must identify the aircraft(s) amount of time spent lost link (no command link or return link).
(1.6.7) The aircraft manufacturer must identify the aircraft(s) GPS system’s total operational time.
(1.6.8) The aircraft manufacturer must identify the aircraft(s) transponder’s total operational time.
(1.6.9) The aircraft manufacturer must identify the aircraft(s) lost link profile, return home, or emergency mission execution has been tested. The manufacturer must also include how many hours the aircraft has operated in lost link scenarios.
(1.6.10) The aircraft manufacturer must identify the aircraft(s) flight termination system.

(1.7) Aircraft Transportation Requirements
(1.7.1) The aircraft manufacturer must identify the aircraft(s) required container(s) for transportation.
(1.7.2) The aircraft manufacturer must identify the aircraft(s) special needs for transportation.
(1.7.3) The aircraft manufacturer must identify the aircraft(s) transportation containers dimensions and final weight.

(2) Ground Support Equipment
(2.1) Ground Control Station (GCS)
(2.1.1) The aircraft manufacturer must identify the ground control station’s maintenance requirements.
(2.1.2) The aircraft manufacturer must identify the ground control station’s weather limitations.
(2.1.3) The aircraft manufacturer must identify the ground control station’s storage requirements.
(2.1.4) The aircraft manufacturer must identify the ground control station’s transportation requirements.
(2.1.5) The aircraft manufacturer must identify the ground control station’s dimensions and weight.
(2.1.6) The aircraft manufacturer must identify the ground control station’s power requirements.
(2.2) **Wiring Diagram**
(2.2.1) The aircraft manufacturer must identify the ground control station’s wiring diagram.
(2.2.2) The aircraft manufacturer must identify the ground control station’s electrical system.

(2.3) **External Datalink Equipment**
(2.3.1) The aircraft manufacturer must identify the ground control station’s datalink equipment.
(2.3.2) The aircraft manufacturer must identify the ground control station’s antenna requirements.
(2.3.3) The aircraft manufacturer must identify the ground control station’s antenna connectors.
(2.3.4) The aircraft manufacturer must identify the ground control station’s wiring required for antennas.

(2.4) **Launch and Recovery Requirements**
(2.4.1) The aircraft manufacturer must identify the ground control station’s proximity to the launch and recovery site.
(2.4.2) The aircraft manufacturer must identify the ground control station’s destination requirements (i.e. grade or slope of ground, paved, improved surface, etc).
(2.4.3) The aircraft manufacturer must identify the ground control station’s cabling limitations from the launch and recovery site to the GCS.
(2.4.4) The aircraft manufacturer must identify the launch system for the Unmanned Aircraft (UA) if required.
(2.4.5) The aircraft manufacturer must identify the recovery system for the UA if required.

(2.5) **Line Level Maintenance**
(2.5.1) The aircraft manufacturer must identify the scheduled maintenance requirements for any ground support equipment.
(2.5.2) The aircraft manufacturer must identify the storage requirements for any support equipment.
(2.5.3) The aircraft manufacturer must identify the corrosion prevention requirements.
(2.5.4) The aircraft manufacturer must provide the support equipment instruction manuals and maintenance manuals.

(2.6) **Tool Sets**
(2.6.1) The aircraft manufacturer must identify the ground control station’s required tools for standard maintenance.
(2.6.2) The aircraft manufacturer must identify all tools required to maintain any ground support equipment required to operate the entire system.

(2.7) **Calibration Equipment**
(2.7.1) The aircraft manufacturer must identify the ground control station’s systems that require periodic calibration and the tools used to calibrate those systems.
(2.7.2) The aircraft manufacturer must identify the systems that require periodic calibration and the tools used to calibrate those systems.
(2.8) **Fueling / Defueling**

(2.8.1) The aircraft manufacturer must identify the fueling and defueling requirements for the aircraft.

(2.8.2) The aircraft manufacturer must identify the fuel type and shelf life of the fuel (opened and unopened).

(2.8.3) The aircraft manufacturer must identify the storage requirements for any fuel required.

(2.8.4) The aircraft manufacturer must identify the scheduled maintenance for any fueling/defueling equipment.

(2.8.5) The aircraft manufacturer must identify the fuel mixture requirements.

(2.8.6) The aircraft manufacturer must identify the Material Safety Data Sheet (MSDS) sheets for fuel and oil.

(2.8.7) The aircraft manufacturer must identify the type of oil required.

(2.8.8) The aircraft manufacturer must identify any hazardous material handling requirements.

(2.9) **Battery Requirements**

(2.9.1) The aircraft manufacturer must identify any hazardous material handling requirements.

(2.9.2) The aircraft manufacturer must identify the shelf life of the batteries.

(2.9.3) The aircraft manufacturer must identify the storage requirements for any batteries required.

(2.9.4) The aircraft manufacturer must identify the charging guidelines.

(3) **Spare Hardware**

(3.1) **Additional Aircraft**

(3.1.1) The aircraft manufacturer must identify the additional cost of another airframe.

(3.1.2) The aircraft manufacturer must identify the lead time for delivery of an additional airframe.

(3.2) **Aircraft Parts**

(3.2.1) The aircraft manufacturer must identify the lead time for delivery of any additional parts.

(3.2.2) The aircraft manufacturer must identify a service option for system parts if available.

(3.3) **Parts List**

(3.3.1) The aircraft manufacturer must identify a parts list for the airframe.

(3.3.2) The aircraft manufacturer must identify a parts list for the GCS.

(3.3.3) The aircraft manufacturer must identify a parts list for any support equipment.

(3.4) **Additional GCS equipment**

(3.4.1) The aircraft manufacturer must identify the lead time for delivery of any additional parts.

(3.4.2) The aircraft manufacturer must identify a service option for system parts if available.
(3.5) **Miscellaneous**  
(3.5.1) The aircraft manufacturer must identify all hardware requirements for the system.

(4) **Training**  
(4.1) **LSUASC Personnel**  
(4.1.1) The LSUASC must provide operators with a FAA Private Pilot’s License (PPL) at a minimum.  
(4.1.2) The LSUASC must provide at least four operators with FAA PPLs.  
(4.1.3) The LSUASC must provide operators with a FAA class II medical.

(4.2) **Operator Training**  
(4.2.1) The aircraft manufacturer must provide operator training for their aircraft.  
(4.2.2) The aircraft manufacturer must provide launch and recovery training for the proposed aircraft.  
(4.2.3) The aircraft manufacturer must provide an operator training program syllabus.  
(4.2.4) The aircraft manufacturer training must be located within the continental United States (CONUS)  
(4.2.5) The aircraft manufacturer training must be performed during daylight hours, Monday-Friday

(4.3) **Maintenance**  
(4.3.1) The aircraft manufacturer must provide maintenance training for their aircraft.

(4.4) **Avionics**  
(4.4.1) The aircraft manufacturer must provide avionics training for their aircraft.

(4.5) **Autopilot**  
(4.5.1) The aircraft provider must provide autopilot training for their aircraft.

(5) **Maintenance**  
(5.1) **Preventative Maintenance Requirements**  
(5.1.1) The aircraft provider must identify all preventative maintenance requirements for the aircraft.  
(5.1.2) The aircraft provider must identify all preventative maintenance requirements for all ground support equipment.  
(5.1.3) The aircraft provider must identify all preventative maintenance requirements for the GCS.

(5.2) **Maritime Operations**  
(5.2.1) The aircraft provider must identify all maintenance requirements for operating in a maritime environment.  
(5.2.2) The aircraft provider must identify the parts of the aircraft susceptible to salt corrosion.

(5.3) **Scheduled Maintenance**
(5.3.1) The aircraft provider must identify all scheduled maintenance requirements for the aircraft.
(5.3.2) The aircraft provider must identify all scheduled maintenance requirements for all ground support equipment.

(5.4) **Depot Level Maintenance**
(5.4.1) The aircraft provider must identify all equipment that requires depot level maintenance.

(5.5) **Mean Time Between Failure Data**
(5.5.1) The aircraft provider must identify all equipment failure data (this includes aircraft, support, and GCS equipment).

(5.6) **Illustrated Parts Breakdown**
(5.6.1) The aircraft provider must provide proof of an Illustrated Parts Breakdown (IPB) for the aircraft, aircraft systems, support equipment, GCS, and GCS systems.

(6) **Sensors**
(6.1) **Power Restraints**
(6.1.1) The aircraft provider must provide the sensor power restraints.

(6.2) **Weight Restrictions**
(6.2.1) The aircraft provider must provide the sensor weight restrictions.

(6.3) **Size Restrictions**
(6.3.1) The aircraft provider must provide the sensor size restrictions.

(4) **Mounting Options**
(6.4.1) The aircraft provider must provide the sensor internal mount restrictions.
(6.4.2) The aircraft provider must provide the sensor external mount restrictions.

(6.5) **Wiring Capability**
(6.5.1) The aircraft provider must provide the sensor wiring harness or connections available.

(6.6) **Datalink Requirements**
(6.6.1) The aircraft provider must provide the sensor datalink options and requirements.

(6.7) **Currently Integrated Sensors**
(6.7.1) The aircraft provider must identify all sensors that have been integrated on the airframe.

2.4 **SUBCONTRACTORS.** Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Respondent. No subcontract under the Contract shall relieve Respondent of responsibility for ensuring the requested services are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.
2.5 PERFORMANCE TRACKING. TAMU-CC will monitor the performance of the Contract issued under this RFP. All services under the contract shall be performed at an acceptable quality level and in a manner consistent with acceptable industry standards, custom, and practice.

TAMU-CC may consider the following performance by Contractor as unsatisfactory performance. An unsatisfactory performance determination is not limited to the following:

(a) In excess of one (1) service “call back” to correct the same problem within thirty (30) calendar days.

(b) In excess of one (1) instance within one (1) calendar year of Contractor personnel assigned to an authorized service call not having the skill or knowledge to diagnose the problem and/or perform the repair.

(c) In excess of two (2) instances within one (1) calendar year of which response time to a service call exceeds the thirty (30) minute response by telephone and two (2) hour on-site limit, as defined in this specification above in Section 1.3].
SECTION III

PROPOSAL INFORMATION

3.1 SCHEDULE OF EVENTS. The solicitation process for this RFP will proceed according to the following schedule:

Texas A&M University-Corpus Christi reserves the right to change the dates shown below upon written notification.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue RFP</td>
<td>April 28, 2015</td>
</tr>
<tr>
<td>Deadline for Submission of Questions</td>
<td>May 22, 2015</td>
</tr>
<tr>
<td>Written responses to Questions</td>
<td>May 29, 2015</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals</td>
<td>June 12, 2015</td>
</tr>
<tr>
<td>Opening</td>
<td>June 12, 2015</td>
</tr>
<tr>
<td>Expected Award of Contract</td>
<td>August 1, 2015 (tentative)</td>
</tr>
<tr>
<td>Expected Contract Start Date</td>
<td>August 1, 2015 (tentative)</td>
</tr>
</tbody>
</table>

3.2 REVISIONS TO SCHEDULE. TAMU-CC reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the TAMU-CC purchasing website and on the Electronic State Business Daily as an Addendum. See section 3.5 for URL.

3.3 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL. All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Will Hobart, Director of Procurement & Disbursements
Fax: (361) 825-2772
E-mail: will.hobart@tamucc.edu

Any oral responses to any question shall be unofficial and not binding on TAMU-CC. An Addendum to this RFP providing TAMU-CC’s official response will be issued if necessary and posted on the website. Questions must be submitted no later than 5:00 p.m. on May 22, 2015.

This written Submission of Questions will take place of the normal Pre-Proposal Conference.

3.4 PROPOSAL REQUIREMENTS.

(a) Submissions: Respondents shall submit one (1) original, hard copy of the Proposal (to include original wet-ink signatures on the Hub Subcontracting Plan, and the Execution of Proposal) and five (5) electronic media (USB drive or Disc) copies of the Proposal.
Emailed or faxed Proposals will not be accepted.

(b) Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.

(c) Costs: Respondents to this RFP are responsible for all costs of Proposal preparation.

(d) TAMU-CC will not consider any Proposal that bears a copyright. Proposals will be subject to the Texas Public Information Act, Tex. Gov’t Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a Proposal, shall be clearly marked at each page it appears. Such marking shall be in boldface type at least 14 point font.

(e) Contents: Listed below is a summary of all information to be included in a Proposal submitted in response to this RFP. TAMU-CC reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state. The following documents must be submitted with the response.

(1) **Respondent Information**: Section VII - Respondent’s Questionnaire
   Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Respondent has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Respondent’s primary contact.

(2) **Exhibit A** -- Historically Underutilized Businesses (HUB) Subcontracting Plan: The HUB Subcontracting Plan (the “Plan”) shall be completed, signed, and returned with the Proposal. Include all subcontractors on the Plan; state whether each subcontractor has been certified as a HUB by the State of Texas; and if certified, provide the most recent date of certification. Complete the remainder of the Plan forms as directed. Failure to complete and return the Plan with the submitted Proposal will result in rejection of the Proposal.

(3) **Section V** – Signed Execution of Proposal: Failure to sign and return the Execution of Proposal with the submitted Proposal will result in rejection of the Proposal.

(4) **Section VI** – Compensation and Fees: Provide requested information as directed.

(5) **Section II** – With respect to each of the services outlined in Section 2.1, provide the detailed description of proposed (type of product/services). Provide separate Section for each product/services provided

   Vendor must respond to each of the requirements spelled out in the *Technical Proposal* for each of the groups (Fixed Wing Group A, Fixed
Wing Group B, Fixed Wing Group C, and/or Rotary Wing) that the vendor is proposing.

(6) **Experience and Qualifications:** Describe services your organization has provided in the past 5 years that demonstrates your organization’s capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided. Also, provide any experience in providing similar services to public entities. Include resumes for all personnel who will be responsible for the management and day-to-day operations of the products/services solicited in this RFP.

(7) **References:** Include a minimum of three (3) references from clients for whom similar services were performed or products were provided. Include project description, contact names, position, and company name and telephone number for each reference listed.

(8) **Pricing & Delivery Schedule - Section 6:** Provide a compensation schedule for each product/service to be performed in response to this RFP, including an estimated maximum amount. This information should be included in section 6, if applicable here.

### 3.5 INQUIRIES

(a) All inquiries shall be submitted in writing to **Will Hobart**, Director of Procurement & Disbursements, at facsimile (361) 825-2722 or by e-mail to will.hobart@tamucc.edu by **5:00 p.m. Central Daylight Time**, the date listed as the deadline for submission of questions as specified in Section 3.1 above.

(b) All inquiries will result in written responses with copies posted to TAMU-CC Purchasing website at [http://falcon.tamucc.edu/~purchase/bids/bidopportunities.htm](http://falcon.tamucc.edu/~purchase/bids/bidopportunities.htm). If a Respondent does not have Internet access, a copy of all written responses may be obtained through the point of contact listed above.

(c) Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of TAMU-CC will not answer questions or otherwise discuss the contents of the RFP with any potential Respondent or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.

(d) If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent’s Proposal in response to this RFP and Respondent’s proposed alternative must also be provided in the Proposal. Respondents cannot take a “blanket exception” to this entire RFP. If any Respondent takes a “blanket exception” to this entire RFP or does not provide proposed alternative language, the Respondent’s Proposal may be disqualified from further consideration.
Respondents are strongly encouraged to submit written questions during the official question and answer period regarding any term or condition of this RFP and whether TAMU-CC may negotiate that provision under this particular RFP.

3.6 PROPOSAL SUBMISSION.

(a) All Proposals shall be received and time stamped at TAMU-CC prior to 2 pm, Central Daylight Time, on the date specified in the Schedule of Events above. TAMU-CC reserves the right to reject late submittals.

(b) Proposals should be placed in a separate envelope or package and correctly identified with the RFP number and submittal deadline/RFP opening date and time. It is Respondent’s responsibility to appropriately mark and deliver the Proposal to TAMU-CC by the specified date.

(c) Telephone and facsimile Proposals will not be accepted.

(d) Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum with the submitted Proposal.

3.7 DELIVERY OF PROPOSALS. Proposals shall be submitted to TAMU-CC by one of the following methods:

<table>
<thead>
<tr>
<th>U.S. POSTAL SERVICE AND/OR OVERNIGHT EXPRESS MAIL</th>
<th>HAND DELIVER TO:</th>
</tr>
</thead>
</table>
| Texas A&M University-Corpus Christi Purchasing Department  
6300 Ocean Drive, Unit 5731  
Corpus Christi, TX  78412-5731 | Texas A&M University-Corpus Christi Purchasing Building  
6300 Ocean Drive, Room 115A  
Corpus Christi, TX  78412-5731 | Hours- M-TH prior to 5pm (Fri 3pm) |

3.8 PROPOSAL OPENING. Proposals will be opened at:

Texas A&M University-Corpus Christi  
Purchasing Building  
6300 Ocean Drive, Room 110  
Corpus Christi, TX  78412

(a) All submitted Proposals become the property of TAMU-CC after the RFP submittal deadline/opening date.

(b) Proposals submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TAMU-CC, whichever occurs earlier.

3.9 PROPOSAL EVALUATION AND AWARD.

(a) TAMU-CC shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas, as defined by Tex. Gov’t Code, Section 2155.074.
(b) A committee will be established to evaluate the Proposals. The committee will include employees of TAMU-CC and other persons invited by TAMU-CC to participate.

c) The evaluation committee will determine best value by applying the following criteria and assigned weighted values:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Performance</td>
<td>40%</td>
</tr>
<tr>
<td>Cost</td>
<td>25%</td>
</tr>
<tr>
<td>System Maturity &amp; Company Experience</td>
<td>20%</td>
</tr>
<tr>
<td>Service/Maintenance/References</td>
<td>15%</td>
</tr>
<tr>
<td></td>
<td>100%</td>
</tr>
</tbody>
</table>

(d) The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. TAMU-CC may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of TAMU-CC and will be extended in writing.

(e) In evaluating Proposals to determine the best value for the State, TAMU-CC may consider information related to past contract performance of a Respondent including, but not limited to, TPASS’ Vendor Performance Tracking System (available at [http://www.window.state.tx.us/procurement/prog/vendor_performance](http://www.window.state.tx.us/procurement/prog/vendor_performance)).

(f) TAMU-CC reserves the right, at its sole option, to decide whether to proceed with the Term & Supply option. In the event that the Term & Supply option is elected, TAMU-CC will evaluate and score this as part of the overall cost.
SECTION IV

GENERAL TERMS AND CONDITIONS

4.1 Any Contract awarded as a result of this RFP will contain the general terms and conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.

CONTRACT FOR SERVICES

[This Contract Template includes the basic provisions and requirements of a contract]

Contract Number: ______________

This Contract for Services (Contract) is entered into this _______day of _____________, 20__, by Texas A&M University-Corpus Christi, a member of The Texas A&M University System, an agency of the state of Texas, (TAMU-CC) and ____________________ (Contractor), a ___________ corporation having its’ principal place of business at ____________________.

WITNESSETH that the Contractor and TAMU-CC, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. SCOPE OF SERVICES
[NOTE: THIS SECTION MAY BE FILLED OUT OR YOU MAY REFERENCE AN EXHIBIT AND ATTACH EXHIBIT WITH THIS AGREEMENT]

The scope of work includes that work that is outlined in Section ___ of the RFP XX-XXXX or the attached Exhibit A “Statement of Work”

2. TERM OF THE CONTRACT

The effective date of this Contract is ___________ and the Contract shall terminate on ____________.

3. COMPENSATION AND METHOD OF PAYMENT

A. This Contract is for the sum of _____________________________ ($__________).  

[OR]

A. TAMU-CC shall compensate the Contractor for the services at the rate of $______per ________ (e.g., hour, day, week, semester).

B. In no event shall the Contractor be reimbursed for holidays, sick days, or time other than that actually spent providing the described service(s)
C. Payment will be made upon submittal and approval of the Payment Voucher(s) on State Funds, or the University’s Invoice(s) on Non-State Funds that is (are) received. TAMU-CC shall process all invoices in compliance with State of Texas prompt payment laws and the regulations of the Texas Comptroller’s Office.

. Reimbursement for travel:

(1) All travel and meals are part of this contract. No reimbursement will be made.

[OR]

(1) Business-related travel, lodging and/or meal expenses will be reimbursed by TAMU-CC according to the state of Texas rates, rules, and regulations (http://www.window.state.tx.us//procurement/prog/stmp/) in an amount not to exceed __________. Contractor is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the Contractor be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (Contractor’s place of business to job site) using the State of Texas mileage. Should the contract be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time. For reimbursement of travel expenses, Contractor must submit an invoice- which must include supporting documents. Payment will be made to Contractor upon approval of such invoice by TAMU-CC. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.

E. The total of all payments made against this Contract shall not exceed $__________.

4. CONTRACT DOCUMENTS

The contract documents shall consist of the following (listed in order of precedence) attached to and incorporated as part of this Contract:

A. This Executed Contract;
B. Exhibit “A” – Statement of Work;
C. Exhibit “B” – The RFP and Addenda;
D. Exhibit “C” – Contractor’s Proposal; and,
E. Exhibit “D” – Other Attachments.
5. **VENUE**

This Contract is performable in Nueces County, Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU-CC shall be in the county in which the primary office of the chief executive officer of TAMU-CC is located. At the execution of this Contract, such county is Nueces County, Texas.

6. **GOVERNING LAW**

The validity of this Contract and all matters pertaining to this Contract, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

7. **SEVERABILITY**

If any part of this Contract shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected hereby.

8. **INSURANCE**

Contractor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas and currently rated A- or better by A.M. Best Company or otherwise acceptable to TAMU-CC. By requiring such minimum insurance, the TAMU-CC shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Agreement. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. Required insurance shall not be cancelable without thirty (30) days’ prior written notice to TAMU-CC.

Insurance must be carried to at least the following minimum amounts:

<table>
<thead>
<tr>
<th>Coverages</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Worker’s Compensation</strong>*</td>
<td></td>
</tr>
<tr>
<td>Statutory Benefits (Coverage A)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability (Coverage B)</td>
<td>$500,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$500,000 Disease/Employee</td>
</tr>
<tr>
<td></td>
<td>$500,000 Disease/Policy Limit</td>
</tr>
<tr>
<td><em>If this coverage is waived, the contractor, employees thereof, and sub contractors must sign a hold harmless and indemnification agreement.</em></td>
<td></td>
</tr>
<tr>
<td><strong>B. Automobile Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Owned Vehicles $1,000,000</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Non-owned Vehicles</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Hired Vehicles</td>
<td>$1,000,000</td>
</tr>
<tr>
<td><strong>C. Commercial General Liability</strong></td>
<td></td>
</tr>
</tbody>
</table>
Aggregate Limit $2,000,000
Each Occurrence Limit $1,000,000
Products / Operations $1,000,000
Personal / Advertising Injury $1,000,000
Damage to Premises $ 100,000
Medical Payments $ 5,000

Additional Endorsements

Auto and Commercial General Liability Policies shall name The Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M University – Corpus Christi as additional insured.

Contractor will provide certificates indicating such insurance is in force and effect within ten (10) working days after full execution of this Agreement, and such certificates must state that TAMU-CC will be notified in the event of cancellation of coverage. Failure to maintain insurance coverage as described above will be considered a default under this Agreement.

[NOTE: PURSUANT TO SYSTEM POLICY 24.03, THE A&M SYSTEM RISK MANAGEMENT DEPARTMENT IS RESPONSIBLE FOR ASSESSING INSURABLE RISKS. CONTACT RISK MANAGEMENT FOR A RECOMMENDATION ON THE MOST APPROPRIATE COVERAGE.]

9. ENTIRE AGREEMENT

This document constitutes the entire agreement between TAMU-CC and Contractor. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Contract may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Contractor.

10. ASSIGNMENT

This Contract is not assignable without express written agreement of TAMU-CC and Contractor.

11. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless TAMU-CC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of Contractor or any agent, employee or representative of Contractor in the execution or performance of this Contract.

12. FORCE MAJEURE

Neither party is required to perform any term, condition, or covenant of this Contract, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

13. DISPUTE RESOLUTION

[ALTERNATIVE 1]
The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU-CC and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. Contractor shall submit written notice of a claim of breach of contract under this Chapter to Director of Purchasing of TAMU-CC, who shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claim.

**[ALTERNATIVE 2]**

[NOTE: IF DEEMED APPROPRIATE AND/OR NECESSARY UNDER THE CIRCUMSTANCES CALL FOR MORE ELABORATE LANGUAGE, THE FOLLOWING WILL BE USED:]

1. The dispute resolution process provided for in Chapter 2260, *Texas Government Code*, shall be used, as further described herein, by TAMU-CC and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

   (A) Contractor’s claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, *Texas Government Code*. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to Director of Contracts. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of Contractor and TAMU-CC otherwise entitled to notice under this Contract. Compliance by Contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C.

   (B) The contested case process provided in Chapter 2260, subchapter C, *Texas Government Code*, is Contractor’s sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TAMU-CC if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.

   (C) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the *Texas Civil Practices and Remedies Code*. Neither the execution of this Contract by TAMU-CC nor any other conduct of any representative of TAMU-CC relating to this Contract shall be considered a waiver of sovereign immunity to suit.

2. The submission, processing and resolution of Contractor’s claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found in the *Texas Administrative Code*.

3. Neither the non-occurrence nor occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

14. **STATE CONTRACTING REQUIREMENTS**

   A. **CHILD SUPPORT:**
   A child support obligor who is more than 30 days delinquent in paying child support and a business
entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an contract to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: “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.”

B. DEBTS OR DELINQUENCIES:
Pursuant to Section 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Contract may be applied directly toward certain debts or delinquencies that Contractor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

C. FRANCHISE TAX CERTIFICATION:
If Contractor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Contractor certifies that it is not currently delinquent in the payment of any franchise taxes or that Contractor is exempt from the payment of franchise taxes.

D. COMPENSATION FOR PREPARING BID SPECIFICATIONS:
A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Texas Government Code requires the following statement: “Under Section 2155.004, Texas Government Code, the vendor 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.”

E. BUY TEXAS:
With respect to all goods purchased pursuant to this Contract, Contractor represents and warrants that goods produced in Texas will be given preference if the cost and quality are equal to the goods produced outside of Texas.

F. PUBLIC INFORMATION ACT:
Contractor acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Contract.

G. LOSS OF FUNDING:
Performance by TAMU-CC under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds then TAMU-CC will issue written notice to Contractor and TAMU-CC may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation of funds is beyond the control of TAMU-CC.

H. STATE AUDITOR’S OFFICE:
Contractor understands that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or
investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

I. HISTORICALLY UNDERUTILIZED BUSINESS:
Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2161.

J. NON-WAIVER PROVISIONS:
Contractor expressly acknowledges TAMU-CC is an agency of the State of Texas and nothing in this Contract will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

15. NOTICES

Any notice required or permitted under this Contract must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. TAMU-CC and Contractor can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMU-CC:
6300 Ocean Drive, MS 5731
Corpus Christi, Texas
Attention: Director of Contracts
E-mail: contracts@tamucc.edu

Contractor: ________________
________________________
Attention: ________________
Phone: (     ) ____________
Fax: (     ) ______________
E-mail: ________________

16. DEFAULT AND TERMINATION

A. In the event of substantial failure by Contractor to perform in accordance with the terms of this Contract, TAMU-CC may terminate this Contract upon fifteen (15) days written notice of termination setting forth the nature of the failure, provided that said failure is through no fault of TAMU-CC. The termination shall not be effective if the failure is fully cured prior to the end of the fifteen-day period.

B. TAMU-CC may, without cause, terminate this Contract at any time upon giving thirty (30) days advance notice to Contractor. Upon termination pursuant to this paragraph, Contractor shall be entitled to payment of such amount as shall compensate Contractor for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Contract, provided that Contractor shall deliver to TAMU-CC all completed, or partially completed, work and any and all documentation or other products and results of these services. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of TAMU-CC. TAMU-CC shall not be required to reimburse Contractor for any services performed or expenses incurred after the date
of termination notice.

C. If this Contract is terminated for any reason, TAMU-CC shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination.

17. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and neither Contractor nor any employee of Contractor shall be deemed to be an agent or employee of TAMU-CC. TAMU-CC will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TAMU-CC relative to conduct on its premises.

In WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

CONTRACTOR: 

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________

TAMU-CC: 

By: __________________________
Name: _________________________
Title: __________________________
Date: __________________________
Section V
EXECUTION OF PROPOSAL

By signature hereon, the respondent certifies that:

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

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

Neither the proposer or the firm, corporation, partnership, or institution represented by the proposer or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.

By signing this proposal, proposer certifies that if a Texas address is shown as the address of the proposer, proposer qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

Under Section 2155.004, Government Code, the contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under TGC, Title 5, Subtitle D, Section 231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. The response includes the names and Social Security Numbers of each person with a minimum of twenty-five percent (25%) ownership of the business entity submitting the response. Respondents that have pre-registered this information on the TAMU-CC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, provide the names and Social Security Number with the Execution of Proposal.

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

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

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

RESPONDENT (Company): ______________________________

SIGNATURE (INK): __________________________________________

NAME (PRINTED): ______________________________

TITLE: ______________________________ DATE: ______________________________

STREET: __________________________________________

CITY/STATE/ZIP: __________________________________________

TELEPHONE AND FAX/SCMILE NO.: ______________________________

TEXAS IDENTIFICATION NUMBER (TIN): ______________________________

In the case of a tie between two (2) or more respondents, the award will be made in accordance with preferences as outlined in Rule 1, TAC 113.8. If a tie still exists after review of preferences claimed by respondents, Texas A&M University-Corpus Christi will draw lots to break the tie.

<table>
<thead>
<tr>
<th>Check below if preference claimed under Rule 1 T.A.C. 113.8</th>
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<tr>
<td>(____) 1. Supplies, materials, equipment, or services produced in TX/offered by TX bidders</td>
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<tr>
<td>(____) 2. Agricultural products produced or grown in TX</td>
</tr>
<tr>
<td>(____) 3. Agricultural products and services offered by Texas bidders</td>
</tr>
<tr>
<td>(____) 4. USA produced supplies, materials or equipment</td>
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<tr>
<td>(____) 5. Products of persons with mental or physical disabilities</td>
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<tr>
<td>(____) 6. Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel</td>
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<tr>
<td>(____) 7. Energy efficient products</td>
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<tr>
<td>(____) 8. Rubberized asphalt paving material</td>
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<tr>
<td>(____) 9. Recycled motor oil and lubricants</td>
</tr>
<tr>
<td>(____) 10. Products produced at facilities located on formerly contaminated property</td>
</tr>
<tr>
<td>(____) 11. Products and services from economically depressed or blighted areas</td>
</tr>
</tbody>
</table>

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS SECTION WITH THEIR PROPOSAL. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE PROPOSAL.
Proposal Pricing Summary.

A. TAMU-CC anticipates awarding a fixed price contract.

B. TAMU-CC will evaluate cost/price proposals for reasonableness, completeness, and realism as appropriate.

C. The costs/prices included in the cost/price proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

D. Pricing must be broken out to detail each piece of equipment/component/service proposed. All prices to be quoted FOB TAMU-CC, Corpus Christi, TX and include shipping and handling.

E. As mentioned, optionally, TAMU-CC may be interested in the ability to procure future aircraft, equipment, and services, at a set, discounted price on a term and supply basis. Vendor may propose a discounted percentage off of manufacturer’s list price for future purchases. Vendor should also include a catalog of available products with current list prices. TAMU-CC makes no guarantee of future purchases or volumes.
SECTION VII

RESPONDENT’S QUESTIONNAIRE

The Respondent recognizes that in selecting a company/agent, Texas A&M University-Corpus Christi will rely, in part, on the answers provided in response to this Section 7. Accordingly, Respondent warrants to the best of its knowledge that all responses are true, correct and complete. Texas A&M University-Corpus Christi reserves the right to contact each and every reference listed below and shall be free from any liability to respondent for conducting such inquiry.

7.1 Company Profile

- Number of Years in Business: _______

  Type of Operation: Individual____ Partnership____ Corporation____
  Government____

  Number of Employees: _____(company wide)
  Number of Employees: _____(servicing location)

  Annual Sales Volume: _____________________________(company wide)
  Annual Sales Volume: _____________________________(servicing location)

- State that you will provide a copy of your company’s audited financial statements for the past two (2) years, if requested by Texas A&M University-Corpus Christi.

- Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis) which indicates the financial stability of your company, if requested by Texas A&M University-Corpus Christi.

- Is your company currently for sale or involved in any transaction to expend or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

- Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company’s performance under an agreement with Texas A&M University-Corpus Christi.

- Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

- Please list below any exceptions to the requirements of this Request for Proposal.
List below other organizations (users of similar size and structure to Texas A&M University-Corpus Christi preferred) for which these or similar services have been provided:
List must include a contact name and current phone number.

**Company Name**
____________________________________________________
Address:                                                                                          
____________________________________________________
City, State, Zip code:                       
___________________________________________________________________________________________
Contact Person:                                                                                   
___________________________________________________________________________________________
Telephone Number:                                                                                
___________________________________________________________________________________________
Dates of Service:                                                                                
___________________________________________________________________________________________

**Company Name**
____________________________________________________
Address:                                                                                          
____________________________________________________
City, State, Zip code:                       
___________________________________________________________________________________________
Contact Person:                                                                                   
___________________________________________________________________________________________
Telephone Number:                                                                                
___________________________________________________________________________________________
Dates of Service:                                                                                
___________________________________________________________________________________________

**Company Name**
____________________________________________________
Address:                                                                                          
____________________________________________________
City, State, Zip code:                       
___________________________________________________________________________________________
Contact Person:                                                                                   
___________________________________________________________________________________________
Telephone Number:                                                                                
___________________________________________________________________________________________
Dates of Service:                                                                                
___________________________________________________________________________________________
EXHIBIT A

Historically Underutilized Business (HUB)

Subcontracting Plan
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,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 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.

Texas A&M University-Corpus Christi HUB Goals
11.20% Percent for Heavy Construction Other than Building Contracts
40.08% Percent for all building construction, including general contractors and operative builders' contracts
44.37% Percent for all special trade construction contracts
23.60% percent for professional services contracts
15.17% percent for all other services contracts, and
31.95% percent for commodities contracts

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)
**SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT**

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).

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<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>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.</th>
<th>HUBs 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.</th>
<th>Non-HUBs Percentage of the contract expected to be subcontracted to non-HUBs.</th>
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<td>15</td>
<td>Aggregate percentages of the contract expected to be subcontracted:</td>
<td>%</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>

(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/](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.
**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

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

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
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<tbody>
<tr>
<td></td>
<td>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.</td>
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Aggregate percentages of the contract expected to be subcontracted: % % %

*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/proc/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: ____________/_______/_______

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://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-oachm-a.pdf](http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-oachm-a.pdf).

### 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 the attachment.

- **Item Number:** __________
- **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:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>VID Number (Required if Texas certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity 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 "Yes" to SECTION 2, Items c or 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://window.state.tx.us/procurement/prog/hub/hub-forms/hub-subcont-plan-gfe-achm-b.pdf.

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 the attachment.

Item Number: ____________________________ 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 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 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 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://mycpa.state.tx.us/hub/search/index.jsp. HUB Status code "A" signifies that the company is a Texas certified HUB.

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>VID Number</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Did the HUB Respond?</th>
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| c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more 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 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-linke-1. |

d. List two (2) 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.

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<tr>
<th>Trade Organizations or Development Centers</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Was the Notice Accepted?</th>
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Page 1 of 2
(Attachment B)
## SECTION B-4: SUBCONTRACTOR SELECTION

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 the attachment.

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

- **Item Number:**
- **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.

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<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>VID Number (Required if Texas certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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### 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).

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**REMININDER:** 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 them 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, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

### SECTION: A PRIME CONTRACTOR’S INFORMATION

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<tr>
<th>Company Name:</th>
<th>State of Texas VID #:</th>
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<tbody>
<tr>
<td>Point-of-Contact:</td>
<td>Phone #:</td>
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<tr>
<td>E-mail Address:</td>
<td>Fax #:</td>
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### SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

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<th>Agency Name:</th>
<th>Phone #:</th>
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<tbody>
<tr>
<td>Point-of-Contact:</td>
<td>Bid Open Date: (mm/dd/yyyy)</td>
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<td>Requisition #:</td>
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### SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. **Potential Subcontractor’s Bid Response Due Date:**

   If you would like for our company to consider your company’s bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than __________ on _______ Central Time _____ Date (mm/dd/yyyy)

   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, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

   (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 trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.)

2. **Subcontracting Opportunity Scope of Work:**

3. **Required Qualifications:**
   - [ ] - Not Applicable

4. **Bonding/Insurance Requirements:**
   - [ ] - Not Applicable

5. **Location to review plans/specifications:**
   - [ ] - Not Applicable