

DIVISION OF FINANCE**Procurement Services****REQUEST FOR PROPOSAL****Offset Printing and Copying Services
RFP TEEEX 09-0036****PROPOSAL MUST BE RECEIVED BEFORE:****2:00 p.m. central time on August 21, 2009****MAIL PROPOSAL TO:**

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-0013

HAND DELIVER AND/OR EXPRESS MAIL TO:

Texas A&M University
Procurement Services
Purchasing & Stores Building
Agronomy Road
1477 TAMU
College Station, TX 77843-1477

Show RFP Number, Opening Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at the **Texas A&M University Department of Procurement Services** before the hour and date specified for receipt of proposal.

Sealed proposals will be received until the date and time established for receipt.

REFER INQUIRIES TO:

Pam Pantel
Senior Buyer
Texas A&M University
Procurement Services
email: ppantel@tamu.edu

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SECTION 1 INTRODUCTION

1.1 Introduction

Texas A&M University (“University”) is seeking proposals from interested respondents for offset printing and copying services for the Texas Engineering Extension Service (TEEX) in College Station, Texas in accordance with the requirements of this RFP.

TEEX currently operates an internal printing shop for its printing services.

A pre-proposal meeting is scheduled for **July 31, 2:00 p.m. at TEEX, Room 122 of the Connally Building, located on 301 Tarrow off University Drive behind the Hilton in College Station, Texas. See attached map for directions. (Appendix A)**

Vendors are not required to attend the meeting, but are highly encouraged. Please e-mail Judith Burns at jburns73@tamu.edu and indicate the number of people attending for your company **NO LATER THAN July 29, 2008.**

By submitting responses, each respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

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

1.2 Brief History and Overview

The Texas Engineering Extension Service (TEEX) seeks a strategic partner(s) to produce the agency’s offset printing and copying work. TEEX is a state agency under The Texas A&M University System, and has operated an internal publishing facility for more than 30 years.

In 2008, TEEX trained more than 209,000 people representing all 50 states and U.S. territories and 61 countries worldwide. TEEX programs serve private industry, municipalities and public agencies through more than 5,700 classes annually. The scope of work, which is outlined in detail in the following attachments, includes training materials to support the agency’s operations and course deliveries, marketing materials to attract new business, course schedules and general business stationary.

TEEX produced 3,630 publishing jobs during fiscal year 2008, which includes offset printing and copying work. Additional details are provided in the following sections.

1.3 Scope of Work

Texas A&M University is seeking proposals to establish a pool of qualified and experienced vendors for a printing and copying services contract for TEEX as specified in this RFP. TEEX is interested in proposals which will offer a variety of printing and copying services to support the agency’s operation and course deliveries. In addition, vendors are requested to extend all pricing, terms and conditions of the agreement to all Texas A&M University System components. These are attached as **Appendix B.**

1.4 Term of Agreement

TEEX expects to enter into an agreement with the successful Respondent(s) for two (2) years beginning date of award and ending August 31, 2011, with the option to renew for an additional three (3) years, one (1) year at a time, if mutually agreed upon in writing by both parties with all terms and conditions remaining firm. All pricing shall remain firm in the initial two (2) year period. If renewal option is exercised, the vendor may increase the contract price to reflect the cost of providing service. The vendor must indicate here-in the maximum percentage increase for each extension period to be effective at the beginning of each renewal year.

If a percentage is not provided, the increase will be considered 0%. All percentage increases will be considered in the award evaluation.

3rd Year 09/01/11 – 08/31/12 _____ %

4th Year 09/01/12 – 08/31/13 _____ %

5th Year 09/01/13 – 08/31/14 _____ %

1.5 Award

TEEX intends to select a pool of qualified vendors for offset printing and copying services with the vendor(s) who submit the proposal(s) that TAMU determines best meets the requirements and is considered to be the best value for the agency. Once the pool has been determined and approved, the awarding of individual jobs will be based on best value criteria listed in Section 9. There is no guarantee of dollar or quantity amount to any vendor or selected to be in the pool.

1.6 Schedule of Events

The review and approval of RFP process is a multi-step process which requires variable amounts of time. Responders are advised that the projected dates as listed in the “Tentative Timetable” may change as required.

Tentative Timetable

RFP available	07/22/2009	5:00 p.m.
Pre-proposal meeting	07/31/2009	2:00 p.m.
Deadline for questions	08/05/2009	5:00 p.m.
Addendum to respond to questions.....	08/11/2009	5:00 p.m.
Deadline for Receipt of Proposals	08/21/2009	2:00 p.m.
Evaluation of Proposals Completed.....	08/31/2009	5:00 p.m.
Formal Execution of Agreement (Projected).....	09/07/2009	5:00 p.m.

SECTION 2 REQUIREMENTS & SPECIFICATIONS

2.1 Vendor Requirements

Vendor shall offer/propose to provide the necessary printing and copying services for TEEEX as required. Areas of responsibilities, requirements and specifications are listed below in Sections 2.2 and 2.3. The sections were divided by printing services for offset printing and copying services. TEEEX reserves the right to competitively bid offset printing and copying jobs that fall outside of this Request for Proposal.

2.1.1 Qualifications

All proposals shall include a technical proposal and a summary of the company's experience and qualifications to include but not limited to:

- 2.1.1.1. Name, address, and telephone number of the company and contact person for the purposes of this RFP
- 2.1.1.2. Provide the legal status of the company (private, wholly owned subsidiary, holding company, public, etc.)
- 2.1.1.3. Please provide an overview of your corporate history, including any and all acquisitions and mergers in the last five years.
- 2.1.1.4. Resume of the personnel assigned to this project.
- 2.1.1.5. Successful experience in managing and operating printing services of comparable size
- 2.1.1.6. Any other experience that may relate directly to this project.

2.1.2 Quantities

The quantities listed are estimates only and in no way constitute a guarantee of purchase. Indicate prices listed for the items and quantities detailed on the following pages in the Pricing Section 8 and **Appendix C** and **D**. Invoices must be billed according to these items and prices.

2.1.3 Delivery

Pricing to include delivery to all College Station components as specified. Pricing shall include delivery to the TEEEX Digital Printing Services, located at Building #7240 on the Texas A&M Riverside Campus. The physical address is 3100 Hwy 47, Building #7240 (Corner of B and 6th St.), Bryan, TX 77807. Most common delivery times will be between 8:00 a.m. and 5:00 p.m. Monday through Friday. Vendor must indicate the means of delivery.

Some jobs will require that pieces be drop shipped to locations throughout Texas, the United States and internationally. Vendors to indicate which shipping service will potentially be used to drop ship items. Freight shall be F.O.B Destination pre-paid and add to the invoice. At the time order is placed an estimate for freight will be required.

Jobs must be packaged as indicated in the following information. If no packaging specifications are indicated, package according to normal standards. Boxes must be 17.5 x 11.25 x 10.75 with a 95-pound weight limit, or 8.75 x 11.25 x 11.25 with a 65# weight limit. Comparable packaging must be indicated by the vendor.

Normal turnaround times are indicated in each of the following sections.

Vendor must deliver the exact quantity indicated on each respective order. Under-runs will not be accepted.

2.1.4 Pre-Press Capabilities

Vendor must have electronic pre-press capabilities to accept jobs in both Macintosh and PC formats. Vendors must have the capabilities to produce jobs from the following software programs: Adobe Acrobat, Adobe InDesign, QuarkXPress, Adobe Illustrator, Adobe PageMaker, Microsoft PowerPoint, and Microsoft Word. In consideration of turnaround times and location, special consideration will be given to vendors who can support the electronic delivery of jobs through e-mail or a shared server.

2.1.5 Changes in Work

On occasion, TEEEX may request a modification or change in the work. At the time of change in terms of quantity, inks, paper stock and/or finishing, proposer shall indicate the difference in price. All customer alteration charges must be approved by TEEEX before a job can proceed. Outside of changes to the original job in terms of quantity, inks, paper stock and /or finishing, the proposer must provide a price schedule of potential customer alteration charges to include at least the output of new film and production of new plates for offset printing.

2.1.6 Acceptability of Quality

TEEEX will be the sole judge of acceptable quality orders. If work falls below an acceptable standard, vendor will be notified and given an opportunity to correct problems. Failure to do so may result in cancellation.

2.1.7 Proprietary Jobs

The offset digital printing and copying jobs entailed in this Request for Proposal are proprietary in nature and may not be reproduced or distributed without the expressed, written consent of TEEEX.

2.1.8 Proposer Options

Proposers may propose providing services for all two sections, one section, or any combination thereof. For each section proposers must provide relevant information for providing specific services.

2.2 Offset Printing Specifications

TEEEX's offset printing encompasses from one-color flyers to four-color brochures and catalogs. Offset printing accounted for approximately 20% of the agency's work in FY 2008, and \$148,500.00 in expenditures.

Due to the complexity of offset printing work, proposers must provide pricing list for the sample jobs and quantities listed in **Appendix C**.

Note: These are jobs and quantities that the agency produces on a regular basis.

2.2.1 Proposer Qualifications

Proposer to provide information in regard to their experience and qualifications to produce offset printing. Indicate years in business, information about facilities, personnel, and financial stability.

2.2.2 Facilities

Provide information regarding facility such as location and size. Indicate years of operation at current facility.

2.2.3 Paper Products, Stock, and Ink

Each printing service shall require paper products and supplies that shall be furnished by the proposer. For each type of service, TEEEX will make the selection of paper/stock to be utilized and shall approve the paper/stock to be used. If a specific paper/stock is not requested, vendor must indicate which brand of paper/stock they intend to use in producing the work as specified.

Proposers must list the brands and type of paper/stock that they have available to have access to obtain. Line item listings of products are acceptable. Samples of the papers/inks offered for the services must be provided to TEEEX by proposers selected to be in the pool of providers. Updates to the samples will be the responsibility of the vendor.

2.2.4 Equipment

Provide listing of equipment to be utilized in providing offset printing services that includes make and model of equipment, quality, and age of equipment.

2.2.5 Delivery/Delivery Methods

Proposer shall indicate method of delivery. Provide listing of vehicles/trucks, make, model, and age. Provide information concerning current contracts for shipping/mailing. All prices quoted shall include any and all delivery charges to the TEEEX Digital Printing Services in Bryan/and or specified location in Bryan/College Station.

Normal turnaround times range from 2 working days for business stationary items to 5 working days for 4-color booklets. In their response vendor to indicate what their delivery times are.

Successful vendor must have capabilities to occasionally respond to rush jobs at no additional cost to TEEEX. The agency experiences approximately 5-6 offset printing jobs each month.

2.2.6 Personnel

2.2.6.1.1 Proposer shall indicate number of employees, number of production shifts, and days of operation.

2.2.6.1.2 Proposer shall provide information on key personnel as to experience and qualifications.

2.2.7 References

Proposers shall provide a list of at least four references for this type of service (offset print). This list must include the customer/client contact name, address, point of contact, phone and fax number and e-mail for who the prior work was performed. Texas A&M/TEEEX reserves the right to call to verify and inquire about the reliability of the vendor's performance history. A negative reference may be grounds for disqualification. **References may be provided here-in or on a separate sheet**

Company Name:_____

Company Address:_____

Point of Contact:_____

Phone & Fax Number:_____

Email Address:_____

2.2.8 Customer Service Representatives

Successful vendor will provide TEEEX with two designated customer service representatives, with one serving as the primary contact. Customer service representatives should be available 24 hours per day, 7 days a week by cell phone and/or pager in order to accommodate rush jobs.

2.2.9 Technological Capabilities

Proposer shall provide information concerning technological capabilities in regard to offset digital printing to include software programs, etc.

2.2.10 Proofs

High-resolution digital proofs (or equivalent) must be provided for offset printing jobs. For 4-color jobs, these high-resolution digital proofs (or equivalent) will be used in determining color accuracy prior to going to press and once the final product has been received. Bluelines may be required for jobs upon request. Proposer must account for the delivery of proofs when determining if it can meet the specified turnaround times.

2.3 Copying Services Specifications

2.3.1 TEEX's copying services accounted for approximately 32% of the agency's work in FY2008, or 650 jobs and \$1,922,300.00 in expenditures.

Proposers must provide pricing list for the sample jobs listed in **Appendix D**.

Successful vendor must have the capabilities to produce 200, 8.5x11 160-page manuals within 2 days. Additional specifications for these manuals include: base paper is 20# bond, 41 one-sided originals, including two on 20# yellow bond; 119 two-sided originals, including six on various 20# colored bond; 8 pages are perforated; color cover on 80# gloss cover paper stock; plastic coil binding.

2.3.2 Proposer Qualifications

Proposer to provide information in regard to their experience and qualifications to produce copying services. Indicate years in business, information about facilities, personnel, and financial stability.

2.3.3 Facilities

Provide information regarding facility such as location and size. Indicate years of operation at current facility.

2.3.4 Paper Products, Stock, and Ink

Each printing service shall require paper products and supplies that shall be furnished by the proposer. For each type of service, TEEX will make the selection of paper/stock to be utilized and shall approve the paper/stock to be used. If a specific paper/stock is not requested, vendor must indicate which brand of paper/stock they intend to use in producing the work as specified.

Proposers must list the brands and type of paper/stock that they have available to have access to obtain. Line item listings of products are acceptable. Samples of the papers/inks offered for the services must be provided to TEEX by proposers selected to be in the pool of providers. Updates to the samples will be the responsibility of the vendor.

2.3.5 Equipment

Provide listing of equipment to be utilized in providing copying services that includes make and model of equipment, quality, and age of equipment.

2.3.6 Delivery/Delivery Methods

Proposer shall indicate method of delivery. Provide listing of vehicles/trucks, make, model, and age. Provide information concerning current contracts for shipping/mailing. All prices quoted shall include any and all delivery charges.

Normal turnaround times for TEEEX's copying work range from 2-3 working days. In their response vendor to indicate what their delivery times are.

Successful vendor must have capabilities to occasionally respond to rush jobs at no additional cost to TEEEX. The agency experiences approximately 12-13 copying jobs each month.

2.3.7 Personnel

2.3.7.1.1 Proposer shall indicate number of employees, number of production shifts, and days of operation.

2.3.7.1.2 Proposer shall provide information on key personnel as to experience and qualifications.

2.3.8 References

Proposers shall provide a list of at least four references for this type of service (copying services). This list must include the customer/client contact name, address, point of contact, phone and fax number and e-mail for who the prior work was performed. Texas A&M/TEEEX reserves the right to call to verify and inquire about the reliability of the vendor's performance history. A negative reference may be grounds for disqualification. **References may be provided here-in or on a separate sheet**

Company Name: _____
Company Address: _____
Point of Contact: _____
Phone & Fax Number: _____
Email Address: _____

2.3.9 Customer Service Representatives

Successful vendor will provide TEEEX with two designated customer service representatives, with one serving as the primary contact. Customer service representatives should be available 24 hours per day, 7 days a week by cell phone and/or pager in order to accommodate rush jobs.

2.3.10 Technological Capabilities

Proposer shall provide information concerning technological capabilities in regard to copying services to include software programs, etc.

2.4 TEEEX Responsibilities

2.4.1 TEEEX will provide specifications and requirements for each printing job requested. TEEEX will provide proof approval in a timely manner.

2.4.2 TEEEX will assign a contract manager that will oversee the management of the agreements and will be the point of contact for the agreement.

2.4.3 TEEEX will review orders for quality control and shall have final say in quality acceptance of jobs.

SECTION 3 GENERAL INFORMATION

3.1 Submittal Deadline and Location

- 3.1.1 All proposals must be received by Texas A&M in College Station no later than, 2:00 p.m. Central Time, August 21, 2009, in a sealed envelope or box marked “**RFP TEEEX 09-0036 Printing Services**”
- 3.1.2 Proposals are to be submitted to:

U. S. POSTAL SERVICE:

Texas A&M University
Procurement Services
P. O. Box 30013
College Station, TX 77842-0013

**HAND DELIVER AND/OR
EXPRESS MAIL TO:**

Texas A&M University
Procurement Services
Agronomy Road
College Station, TX 77843-1477

Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances.

3.2 Submittal Instructions

- 3.2.1 Proposals including Execution of Offer (Section 6) must be signed by Respondent’s company official authorized to commit such proposals. Failure to sign the Execution of Offer may be basis for proposal disqualification.
- 3.2.2 **One (1) hard copy original, five (5) copies and two (2) virus free CD ROM copies** of the complete proposal response is required.

If complete CD ROM copies of entire response and all documentation are unavailable, please submit six (6) hard copies. All CD copies must either be in **Microsoft Office software or Adobe Portable Document Format (PDF)**. All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the CD must be clearly named and referenced in your proposal response.

NOTE: The original signature on ONE (1) hard copy will serve as the official signature of record for all CD copies.

Please create a text file in your root directory titled “table of contents.txt” that contains a brief explanation of the files and their layout found on the disc.

- 3.2.3 An unreadable CD due to incorrect format may reflect negatively on your proposal. If your company is unable to provide a readable CD in the requested format, then submit five (5) hard copies in addition to your original in your response.
- 3.2.4 Proposal package (box/carton) must indicate on the lower left-hand corner the submitter’s company name, the proposal opening date, and RFP number.
- 3.2.5 Telephone, e-mail and/or facsimile (Fax) responses to this RFP are not acceptable.

3.3 Texas A&M Contacts

All questions must be sent by email to:

Pam Pantel
Senior Buyer
ppantel@tamu.edu with copies sent to jburns73@tamu.edu

Texas A&M specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individuals. Deadline for questions is August 5, 2009 5:00 p.m. CST.

3.4 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by Texas A&M as having received a copy of the RFP. All such addenda issued by Texas A&M prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those Texas A&M replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

3.5 Electronic State Business Daily Website

It is the responsibility of interested vendors to regularly check the ESD for any possible addenda to this project. The RFP is inclusive of all addenda issued.

<http://esbd.cpa.state.tx.us/>

3.6 Open Records

Texas A&M considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government code, Chapter 552) after an agreement is awarded.

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

3.7 Terms and Conditions

The Terms and Conditions (ref. Section 4) shall govern any Agreement issued as a result of this solicitation RFP.

Additional or attached terms and conditions which are determined to be unacceptable to Texas A&M may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

3.8 Proposal Components

The following documents are to be returned as part of your proposal submittal:

- ✓ Signed Execution of Offer (See Section 6)
- ✓ HUB Subcontracting Plan (See Appendix B)
- ✓ Technical Proposal (Section 2)
- ✓ References (See Section 2.2.7 & 2.3.7)
- ✓ Respondent's Questionnaire (See Section 7)
- ✓ Pricing (See Section 8)
- ✓ One (1) original and five (5) copies and two (2) virus free CD ROM copies (See Section 3.2.2)

SECTION 4 GENERAL TERMS AND CONDITIONS

4.1 General

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Proposal.

Each response should be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the offer requirements.

Texas A&M University (Texas A&M) reserves the right to accept or reject any or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous and award based on "Best Value". Additionally, all respondents are hereby notified that Texas A&M shall consider all factors it believes to be relevant in the determination of the "Best Value" including, but not limited to: past experience, references, proposal, and price. Texas A&M's decision is final.

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

4.2 Final Review and Approval

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the proposal.

The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

The vendor hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

No substitutions or cancellations permitted without written approval of Texas A&M.

Upon award, agreement shall be effective as stated, unless company obtains approval for late delivery.

Questions should be directed to the Texas A&M Purchasing official identified in Section 3.3 of this Request for Proposal.

Proposals and any other information submitted by Respondent in response to this Request for Proposal shall become the property of Texas A&M.

Texas A&M will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation, product evaluations or demonstrations that may be made, unless otherwise expressly indicated.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by Texas A&M at its option.

4.3 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

RFP shall mean Request for Proposal.

Proposal shall mean Respondents offer

Texas A&M shall mean Texas A&M University and other system parts

TEEX shall mean Texas Engineering Extension Service.

Proposer/Respondent/Contractor shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Vendor shall mean the individual, partnership, corporation, or other entity awarded an agreement for labor or for equipment & supplies under this RFP in accordance with the terms, conditions, and requirements herein.

HUB shall mean Historically Underutilized Business.

Agreement shall mean an agreement, documented by written instrument, between Texas A&M and the successful respondent to provide offset printing and copying services to Texas A&M in College Station, Texas.

4.4 Time of Performance

Time is of the essence in the rendering of services. Seller agrees to perform all obligations and render services set forth per this proposal.

4.5 Default

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with Texas A&M, Texas A&M may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Seller fails to remedy such failure or default within the ten (10) day period, Texas A&M shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not effect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement and such cancellation by Texas A&M shall not limit any other right or remedy available to Texas A&M at law or in equity.

4.6 Termination

4.6.1. For Convenience:

The agreement may be terminated, without penalty, by Texas A&M without cause by giving sixty (60) days written notice of such termination to the seller.

4.6.2. Upon award, the agreement is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated.

4.6.3. In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation

hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

4.7 Agreement Amendments

No modification or amendment to the agreement shall become valid unless in writing and signed by both parties. All correspondence regarding modifications or amendments to the agreement must be forwarded to the Texas A&M Purchasing Department for prior review and approval. Only the contract administrator within Strategic Sourcing & Purchasing Services or his/her designee will be authorized to sign changes or amendments.

4.8 Independent Vendor Status

Vendor agrees that Vendor and Vendor's employees and agents have no employer-employee relationship with Texas A&M. Texas A&M shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will Texas A&M furnish any medical or retirement benefits or any paid vacation or sick leave.

4.9 Right to Audit

At any time during the term of this agreement and for a period of four (4) years thereafter Texas A&M or duly authorized audit representative of Texas A&M, or the Texas A&M University System, at its expense and at reasonable times, reserves the right to incrementally audit Vendor's records and manufacturer's pricing relevant to all pricing provided under this agreement. In the event such an audit by Texas A&M reveals any errors/overpayments by Texas A&M, Vendor's shall refund Texas A&M the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&M at its option, reserves the right to deduct such amounts owing Texas A&M from any payments due Vendor..

4.10 Sales and Use Tax

Texas A&M, as an agency of the State of Texas, qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Seller may claim exemption from payment of applicable State taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

4.11 Observance of Texas A&M Rules and Regulations

Vendor agrees that at all times its employees will observe and comply with all regulations of the University, including but not limited to parking and security regulations.

4.12 Non-Disclosure

Vendor and Texas A&M acknowledge that they or their employees may, in the performance of the resultant agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Seller or Texas A&M unless required by law.

4.13 Publicity

Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Texas A&M's name in connection with any sales promotion or publicity event without the prior express written approval of Texas A&M.

4.14 Severability

If one or more provisions of the resultant agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

4.15 Non-Waiver of Defaults

Any failure of Texas A&M at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of Texas A&M at any time to avail itself of same.

4.16 Governing Law

This agreement shall be construed and governed by the laws of the State of Texas.

4.17 Intellectual Property

Pursuant to the Agreement, the University will license specified uses of certain of its intellectual property and assets during the Term of the Agreement, as contemplated herein. However, Texas A&M shall, in all cases, retain exclusive ownership of any and all such intellectual property and assets, including any and all derivative property and assets developed during the Term of the Agreement. The Proposer shall acknowledge Texas A&M's ownership of its intellectual property in the Agreement and shall agree to assign any and all such intellectual property to Texas A&M at the expiration or termination of the Agreement, if requested by Texas A&M.

4.18 Modification to Agreement

Modifications and amendments to this agreement shall be enforceable only if they are in writing. No terms or provision of this agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

SECTION 5 CONTRACTUAL REQUIREMENTS

5.1 Texas Public Information Act

All information, documentation and other material submitted by Respondent under this proposal is subject to public disclosure under the Texas Open Records Act (Texas Government Code, Chapter 552). Respondent is hereby notified that Texas A&M strictly adheres to this statute and the interpretations thereof rendered by the Courts and Texas Attorney General. Respondent shall be deemed to have knowledge of this law and how to protect the legitimate interests of the contractor.

5.2 Performance Bond/Payment Bond

A Performance Bond and Payment Bond may be required to be executed in the amount any order in excess of \$100,000 as guaranty that the scope of work will be performed faithfully and that TEEEX and the State of Texas will be saved harmless from all costs and damages which the TEEEX and the State of Texas may suffer by reason of the default or failure of the proposer to perform the work.

The only forms of surety acceptable are Performance and Payment Bonds from a company chartered or authorized to do business in the State of Texas. Forms for the bonds are provided by TEEEX and are **Appendix E** of this document.

Each bond shall remain in force until final acceptance of the related project by TEEEX.

The successful proposer shall execute and deliver performance/payment bond in such form and with such sureties as TAMU may prescribe or approve the cost thereof. Cost for proposer obtaining performance/payment bonds shall be included in Seller's proposal pricing as a separated line item. Proposer will be informed upon award of agreement if these bonds will be required.

5.3 HUB Subcontracting Plan (HSP)

It is the policy of the State of Texas and Texas Engineering Extension Service (TEEX) to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in TAMU contracting and purchasing.

Subcontracting opportunities are anticipated for this Request for Proposal and therefore a HUB Subcontracting Plan (HSP) is required. Failure to submit a comprehensive, acceptable HSP will be considered a material failure to comply with the requirements of the Request for Proposal and will result in rejection of the submittal. Proposers shall read and complete **Appendix F** HUB Subcontracting Plan (HSP). Prepare the HUB Subcontracting Plan in accordance with the HUB Subcontracting Plan guide document found at <http://purchasing.tamu.edu/ssps/hub/Forms.asp> and submit one copy to the Buyer at the address and by the submittal deadline given in the Request for Proposal. The HUB Subcontracting Plan shall be submitted as a separate document appropriately tabbed for easy reference.

For information regarding the TEEX HUB Program and HUB Subcontracting Plan requirements, please contact Yvette Tschirhart, HUB Administrator at Yvette.Tschirhart@teexmail.tamu.edu.

The following Texas Procurement and Support Services, commodity code is applicable to this bid, and should be used for researching subcontracting opportunities on the TPSS's, Centralized Master Bidders Liist (CMBL) when the contractor/vendor anticipates utilization of subcontractors. The CMBL is located on the following website at: www.window.state.tx.us/procurement/cmb/cmbhub.html

Commodity Code#: Class: 946 Item: 10
(Accounting and Billing Services)

The HUB Subcontracting Plan (HSP) shall be submitted in a sealed envelope and identified as the HUB Subcontracting Plan. The respondent shall include the RFP number and the respondent's name on the envelope. The HUB subcontracting Plan is due at the same time respondent submits the RFP. Respondent shall place both the sealed envelope containing the HSP and the sealed envelope containing the RFP together in one package when submitting.

Failure to do any of the listed criteria and provide written documentation with the proposal response will result in the disqualification of the respondent's HSP.

5.4 Insurance Requirements

- 5.4.1. The successful vendor will be required per the indicated requirements (**Appendix G**) to provide proof of insurance prior to beginning any work on the campus of Texas A&M University. The vendor will be held strictly liable for any damages to Texas A&M University property occurring during any installation.
- 5.4.2. Vendor shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by Texas A&M University. Insurance coverage shall provide for a thirty day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain these provision. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the vendor. Unless otherwise specified, the vendor shall provide and maintain, until the work included in this Request for Proposal is completed an accepted by Texas A&M University.
- 5.4.3. Certificates of Insurance must be delivered or mailed to:
- Texas A&M University
Procurement Services
Attn: Pam Pantel
P.O. Box 30013
College Station, TX 77842-3013.

5.5 Indemnification

Vendor agrees to indemnify and hold the State of Texas, the Board of Regents of Texas A&M University System, Texas A&M, their officers, employees, and agents (the Indemnified Parties) harmless from and indemnify each against any and all liabilities, actions, damages, suits, proceedings, judgments, and costs (excluding attorney's fees) for claims resulting from the acts or omissions of Seller or the acts or omissions of others under Seller's supervision and control.

5.6 Other Benefits

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

5.7 Alternative Dispute Resolution

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by TEEEX, and the Vendor to attempt to resolve any claim for breach of contract made by Vendor:

- (a) Vendor's claim 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, of the Texas Government Code. To initiate the process, Vendor shall submit written notice, as required by subchapter B, to Mr. John Skrabanek, CFO. Said notice shall also be given to all other representatives of Texas A&M University and Vendor otherwise entitled to notice under the parties' contract. Compliance by Vendor with

subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.

- (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is Vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TEEEX 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 Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TEEEX nor any conduct of any representative of TEEEX hereafter shall be considered a waiver of sovereign immunity to suit.
1. The submission, processing, and resolution of Vendor's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
 2. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by Vendor, in whole or in part.
 3. The designated individual responsible on behalf of Texas A&M University for examining any claim or counterclaim and conducting any negotiations related thereto, as required under §2260.052 of the Texas Government Code shall be Mr. John Skrabanek, CFO.

SECTION 6

EXECUTION OF OFFER

RFP MAIN 09-0036 Offset Printing and Copying Services

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted.

6.1 Proposer Affirmation

Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and the proposer may be removed from all proposal lists. By signature hereon affixed, the proposer hereby certifies that:

- 6.1.1. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- 6.1.2. The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 6.1.3. Pursuant to Section 2155.004 Government Code, relating to collection of state and local sales and use taxes, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 6.1.4. Neither the proposer nor the firm, corporation, partnership or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 6.1.5. The proposer has not received compensation for participation in the preparation of the specifications for this Invitation for Proposal.
- 6.1.6. The proposer shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of proposer or any agent, employee, sub-Contractor, or proposer of proposer in the execution or performance of this purchase order.
- 6.1.7. Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 6.1.8. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, proposer will complete the following information in order for the proposal to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Proposer: _____

Date of Employment with Proposer: _____

- 6.1.9. Proposer agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

6.2 Texas Family Code Section 231.006**Ineligibility to Receive State Grants or Loans, or Receive Proposals or Payments on State Contracts.**

- 6.2.1. 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:
 - 6.2.1.1. receive payments from state funds under a contract to provide property, materials, or services; or
 - 6.2.1.2. receive a state-funded grant or loan.
- 6.2.2. A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - 6.2.2.1. all arrearages have been paid; or
 - 6.2.2.2. the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 6.2.3. Pursuant to Section 231.006 (c), Family Code, proposal should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the proposal. Proposers that have pre-registered this information on the GSC Centralized Master Proposers List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
- 6.2.4. "Pursuant to Section 231.006, Family Code, re: child support, the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- 6.2.5. If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 6.2.6. If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.

Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

EXECUTION OF OFFER

(continued)

6.3 Substitute W-9

Texas A&M University requires all companies and individuals (not employees or students) to have a Substitute W-9 form on file. This form is needed for IRS compliance.

Step 1: You can obtain the Substitute W-9 form from the Texas A&M University Financial Management Services website at:
<http://finance.tamu.edu/fmo/dvforms.asp>

Step 2: Vendor must fill out the form completely and mail the original to:

Texas A&M University
 Financial Management Services
 Accounts Payable
 6000 TAMU
 College Station, TX. 77843-6000

6.4 Direct Deposit

All vendors are encouraged to sign up for direct deposit. The direct deposit form is located at: <http://finance.tamu.edu/fmo/dvforms.asp>

6.5 Signature

Proposal should give Payee Identification Number (PIN) (Formerly Vendor ID), full firm name and address of proposer (enter in block provided if not shown). Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

This offer consists of pages number (1) through

Payee Identification Number (PIN): _____

Sole Owner should also enter social security No.: _____

Proposer/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

Other preferences as defined in Rule 1 TAC 113.8 (check any that are applicable)

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

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

SECTION 7

RESPONDENT'S QUESTIONNAIRE/COMPANY EXPERIENCE

The Respondent recognizes that in selecting a supplier, Texas A&M 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 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

- a. 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)
- b. 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
- c. 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.
- d. 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.
- e. 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.
- f. 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.

SECTION 8 PRICING WORKSHEET

8.1 Pricing

Proposer shall offer printing services for the Texas Engineering Extension Service. Proposal shall be inclusive of the following:

8.1.1 All equipment, maintenance, supplies, and personnel to provide the services as specified.

8.1.2 Pricing

8.1.2.1 Offset Printing as per Section 2.2 – Provide Pricing in **Appendix C**

8.1.2.2 Copying Services as per Section 2.3– Provide Pricing in **Appendix D**

8.1.3 Emergency Processing (i.e. rush jobs) to be provided with no extra charge.

8.1.4 Proposer must provide a price schedule of potential customer alteration charges to include at least the output of new film and production of new plates for offset printing or indicate these will be at “No charge”

8.1.5 Delivery/Freight

All orders for College Station Components shall be delivered F.O.B.: Destination prepaid and allowed. For drop shipments throughout Texas, United States and internationally, the proposer will furnish pricing on and as needed basis to be F.O.B. Destination, pre-paid and added to the invoice.

8.2 Performance and Payment Bonds

8.2.1 Performance and Payment Bonds as specified in Section 7.6 (**Appendix E**). TEEX may or may not require, however proposer shall be able to provide bonding and must provide a percentage of order quote (i.e. 2% of \$100,000.00 order).

_____ % Performance Bond & Payment Bond (**Appendix E**)

8.3 Invoicing & Payment Terms

8.3.1 Invoice address will be determined by individual job.

SECTION 9 EVALUATION CRITERIA FOR AWARD

EVALUATION CRITERIA FOR AWARD

9.1 Evaluation Information

The Texas Engineering Extension Service (TEEX) will utilize an evaluation team for the evaluation of this RFP. TEEX will evaluate and make the award on the proposal that is determined to be the “Best Value” to the State based on, but not limited to the criteria listed above.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, Texas A&M/TEEX alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

By submitting a proposal, Respondent acknowledges and accepts [a]the evaluation process, [b] the evaluation factors listed in the RFP Questionnaire, [c] the scope of this engagement (**Section 1**), [d] the terms and conditions of the Agreement (**Section 4**), [e] all other requirements and specifications set forth in this RFP, and [e] that some subjective judgments must be made by the University during this RFP process.

Texas A&M University/TEEX reserves the right to reject any and all proposals.

On the basis of its analysis of proposals received, the University may, in its sole judgment, elect to make an award.

9.2 Samples

Samples may be required as part of the evaluation. If samples are requested the specifications will be determined at the time of the request.

9.2 Demonstration/Presentation

During evaluation, TEEX may request an on-site demonstration/presentation of proposer(s). The team may consider the demonstration/presentation in the evaluation criteria. The purpose of the on-site demonstration/presentations is for clarification or to amplify the materials presented in any part of your submission. However, vendors are cautioned that the evaluators are not required to request clarification; therefore, all submissions should be complete and reflect the most favorable terms available from the offer.

9.3 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet TEEX’s requirements and to provide the best value to TEEX. Proposal shall be evaluated by assigning points to each of the items below. The maximum number of points that can be assigned to each item being evaluated are as indicated below:

TEEX will be the sole judge of the appropriateness and completeness of any and all proposals. TEEX reserves the right to reject any and or all proposals and in particular any proposal not containing the complete data or information requested. TEEX reserves the right to waive any irregularity in any proposal received. TEEX also reserves the right to further negotiate, after proposals are opened, with any contractor that submits a proposal.

TEEX will review all accepted proposals with particular emphasis on:

Evaluation Criteria	Possible Points
Price	25
Delivery/Turnaround	15
Quality of Work and Service	20
Customer Service Personnel	15
Facilities & Equipment	15
References and Experience	10
Total Possible Points	100

9.4 Award/Selection of Strategic Partners(s)

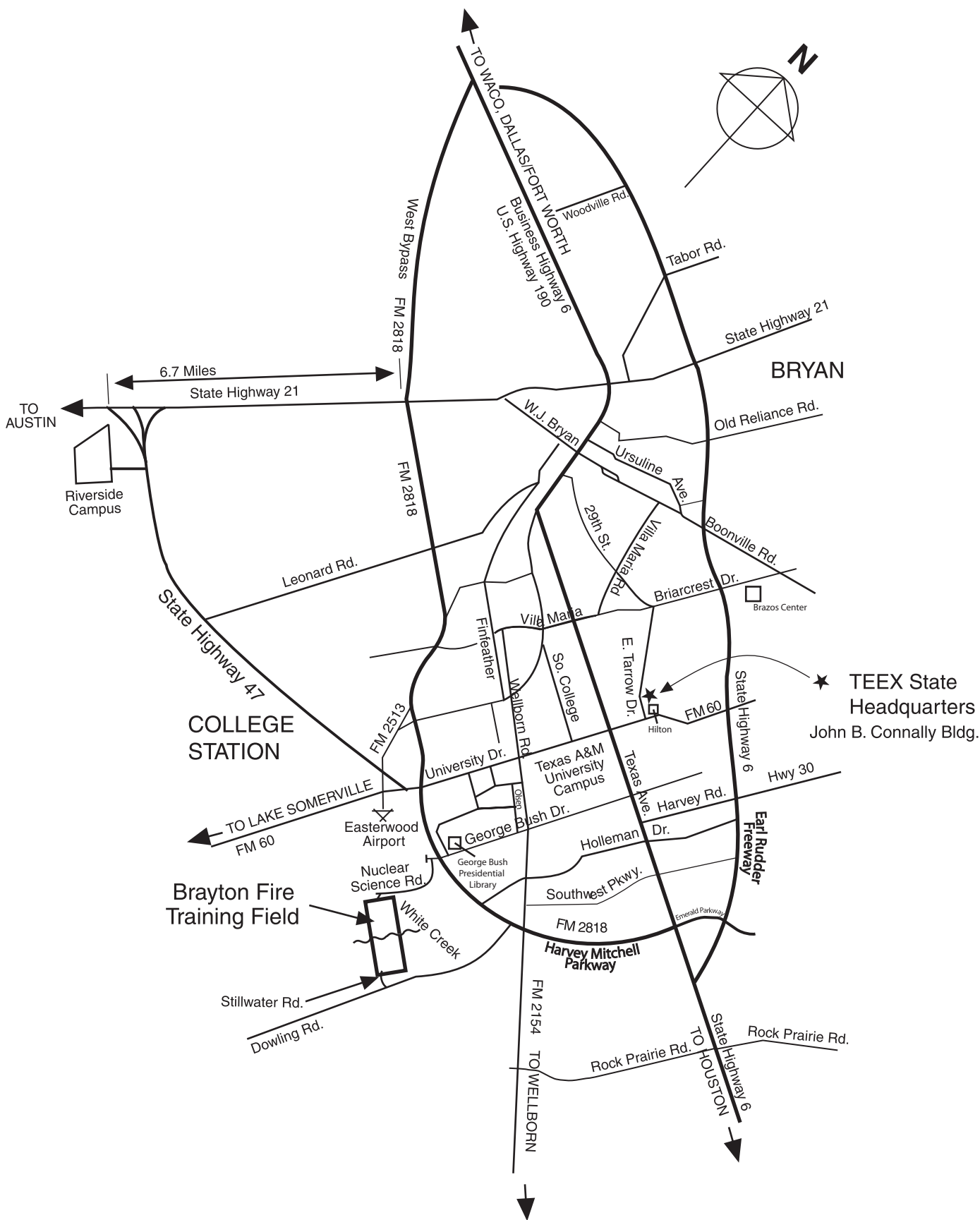
The Texas Engineering Extension Service intends to select a pool of qualified vendors for the specific print services requested.

When the pool has been approved, the awarding of individual jobs will be based on the best value criteria and prices indicated through this Request for Proposal, and the ability of the vendor to meet specific delivery dates and/or specific needs.

Texas A&M University/Texas Engineering Extension Service does not guarantee that members of the pool will be utilized and reserves the right to go outside of the pool for services if the needs of the University can not be met by the pool.

Appendix A

Bryan-College Station Area



Appendix B

List of Texas A&M University System Parts

Texas A&M University System	Texas A&M – College Station
Texas A&M University	Texas A&M – College Station
Texas A&M University Health Science Center	Texas A&M-HSC – College Station
Prairie View A&M University	Prairie View
Tarleton State University	Stephenville
Texas A&M International University	Laredo
Texas A&M University at Galveston	Galveston
Texas A&M University-Central Texas	Killeen
Texas A&M University-Commerce	Commerce
Texas A&M University-Corpus Christi	Corpus Christi
Texas A&M University-Kingsville	Kingsville
Texas A&M University-San Antonio	San Antonio
Texas A&M University-Texarkana	Texarkana
West Texas A&M University	Canyon
Texas AgriLife Extension Service	College Station
Texas AgriLife Extension Research	College Station
Texas Engineering Experiment Station	College Station
Texas Engineering Extension Service	College Station
Texas Forest Service	College Station
Texas Transportation Institute	College Station
Texas Veterinary Medical Diagnostic Laboratory	College Station

Appendix C

Pricing for Offset Printing

Please quote jobs below according to requirements outlined in Section 2.2

Company

Name: _____

Authorized

Signature: _____

Date: _____

Description	Price
1) Certificates	
8.5x11, 2 PMS + Black, Beckett Cambric Digital with i-Tone	
Platinum White, 80 lb text (118gsm), no bleeds, boxed in 500s	
quantities –	
500	_____
1000	_____
1500	_____
2000	_____
2) Certificates	
8.5x11, 4/c, Beckett Cambric Digital with i-Tone, Platinum White,	
80 lb text (118gsm), Bleeds, boxed in 500s	
quantities –	
500	_____
1000	_____
1500	_____
2000	_____
3) Letterhead	
8.5x11, 2 PMS, 24# Strathmore Writing Script, Ultimate White,	
Smooth Finish, with watermark,, no bleeds, boxed in 500s	
quantities –	
500	_____
1000	_____
1500	_____
2000	_____
4) Envelopes- 9 x 12	
White - Catalog, 1/0 Black	
quantities –	
500	_____
1500	_____
2500	_____

5) Envelopes- 10 x 13

White - Catalog, 1/0 Black - Cut off flaps

quantities –

500

1500

2500

5000

6) Business cards

3.5x2, 2 PMS, 80# Accent Opaque Bright White Cover, Smooth Finish, no bleeds, boxed in 250s

quantities –

250

500

1000

7) Business cards

3.5x2, 2 PMS/1 PMS or Black, 80# Accent Opaque Bright White Cover, Smooth Finish, no bleeds, boxed in 250s

quantities –

250

500

1000

8) Business cards

3.5x2, 2 PMS/2 PMS, 80# Accent Opaque Bright White Cover, Smooth Finish, no bleeds, boxed in 250s

quantities –

250

500

1000

9) 8pp 4/c booklet

8.5x11, 4-color, 80# gloss text, saddle-stitched, bleeds

quantities – two signature pages included

500

1000

1500

2000

2500

4500

10) Flyers 4/4

8.5x11, 4-color, 2 sides, 100# gloss text, bleeds

quantities –

500

1000

2500

11) Flyers 2/2

8.5x11, 2-color, 2 sides, 100# gloss text, bleeds

quantities –

500

1000

2500

12) Flyers 4/c, folded

8.5x11 – folds to 8.5x3.75, 4-color, 2 sides, 100# gloss text, bleeds

quantities –

500

1000

2500

13) Tri-fold flyer 8.5x11

25.5x11 – folds to 8.5x11, 4-color, 2 sides, 80# gloss text, bleeds

quantities –

750

1000

1500

2000

14) Flyers 2/2, folded

8.5x11 – folds to 5.5x8.5, 2-color, 2 sides, 100# gloss text, bleeds

quantities –

500

1000

2500

15) Flyers 4/c, folded

8.5x11 – folds to 5.5x8.5, 4-color, 2 sides, 100# gloss text, bleeds

quantities –

500

1000

2500

16) Bi-fold flyer 2/c, folded

17x11 – folds to 5.5x8.5, 2 color, 2 sides, 80# gloss text, bleeds
quantities –

750

1000

1500

2000

17) Bi-fold flyer 4/c, folded

17x11 – folds to 5.5x8.5, 4-color, 2 sides, 80# gloss text, bleeds
quantities –

750

1000

1500

2000

18) Bi-fold flyer 8.5x11

17x11 – folds to 8.5x11, 4-color, 2 sides, 80# gloss text, bleeds
quantities –

750

1000

1500

2000

19) Bi-fold brochur

17x11 – score and fold to 8.5x11, 4-color, 2 sides, 80# gloss
cover, bleed

quantities –

750

1000

1500

2000

20) Tri-fold brochure

8.5x11 – score and fold to 8.5x3.75, 4-color, 2 sides, 80# gloss
cover, bleeds

quantities –

750

1000

1500

2000

21) Pocket folders (Elegant)

20.5x15.75 – folds to 9.5x11.75 w/2 4-inch pockets, bus card slit on right side

2 PMS, embossed logo, 2/70# Beckett Ridge Duplex cover – blazer blue/white, no bleed

quantities –

750

1000

2500

5000

22) Pocket folders (Standard)

20.5x15.75 – folds to 9.5x11.75 w/2 4-inch pockets, bus card slit on right side

2 PMS, 80# Accent Bright White Cover, no bleed

quantities –

750

1000

2500

5000

23) Mailers 2/2

8.5x14, 2 PMS, 2 sides, bleeds, 70# offset, shrink wrap in 500s

quantities –

20,000

30,000

50,000

24) Booklets

5.5x8.5, 20pp+cover, 4-color throughout, Cover is 80# gloss cover, text is 80# gloss text,

cover bleeds, saddle-stitched, 4pp insert, 1/1 black on 70# offset stitches in the middle – no bleed

quantities –

2,000

3,000

5,000

25) Marketing cards

10x3.5 – accordion folds to 2x3.5, 4-color, 2 sides, 80# gloss text, bleeds, shrink wrap in 50s

quantities –

5,000

10,000

15,000

26) Tent cards (small)

5.5x8.5 – 1/0 Black, 110# Exact Index White, score, no bleed

quantities –

2000

5000

10,000

27) Tent cards (large)

11x8.5 – 1/0 Black, 110# Exact Index White, score, no bleed

quantities –

2000

5000

10,000

28) Mailing Labels - Avery 5164 - 6 per sheet

8.5 x 11, 1 PMS

quantities -

200shts - 1200 labels

500shts - 3000 labels

700shts - 4200 labels

1000shts - 6000 labels

Appendix D

Pricing for Copying Services

Please quote jobs below according to requirements outlined in Section 2.3

Company

Name: _____

Authorized

Signature: _____

Date: _____

Description	Price
-------------	-------

1) Black and White copies on 8.5 x 11 sheet size	
--	--

White 20# Bond	_____
----------------	-------

White 60# Offset	_____
------------------	-------

White 70# Offset	_____
------------------	-------

Color 20# Bond	_____
----------------	-------

65# Cardstock	_____
---------------	-------

110# Cardstock	_____
----------------	-------

NCR paper	_____
-----------	-------

60# Astrobright Text - all colors	_____
-----------------------------------	-------

65# Astrobright Cover - all colors	_____
------------------------------------	-------

80# gloss white cover stock	_____
-----------------------------	-------

2) Black and White copies on 11 x 17 sheet size	
---	--

White 20# Bond	_____
----------------	-------

White 60# Offset	_____
------------------	-------

White 70# Offset	_____
------------------	-------

Color 20# Bond	_____
----------------	-------

65# Cardstock	_____
---------------	-------

110# Cardstock	_____
----------------	-------

NCR paper	_____
-----------	-------

60# Astrobright Text - all colors	_____
-----------------------------------	-------

65# Astrobright Cover - all colors	_____
------------------------------------	-------

80# gloss white cover stock	_____
-----------------------------	-------

3) Black and white copies on 5th cut, 90# tabs, punched	_____
---	-------

4) Color copies on 8.5x11 sheet size:

White 20# Bond

White 60# Offset

White 70# Offset

65# Cardstock

110# Cardstock

80# Gloss white cover stock

B/W 2nd side of color page

5) Color copies on 11 x 17 sheet size:

White 20# Bond

White 60# Offset

White 70# Offset

65# Cardstock

110# Cardstock

80# Gloss white cover stock

B/W 2nd side of color page

6) Color copies on 12 x 18 sheet size:

White 20# Bond

White 60# Offset

White 70# Offset

65# Cardstock

110# Cardstock

80# Gloss white cover stock

7) Color copies on 5th cut, 90# tabs, punched

8) Wide Format printing

First 5 prints

Prints 6-10

All Prints after 10

9) Laminating

Up to 24"

25" - 53" - Gloss

25" - 49" - Satin

10) Dry Mounting

White Board

Black Board

Blank Boards - White

Blank Boards - Black

	18 x 24	24 x 36	30 x 42
11) Engineering copies -			
1-49 copies	_____	_____	_____
40-199 copies	_____	_____	_____
200-499 copies	_____	_____	_____
500-999 copies	_____	_____	_____
1000-1999 copies	_____	_____	_____
2000+ copies	_____	_____	_____
12) Blank Paper - 8.5 x 11			
20# Color bond			_____
60# Astrobright text - all colors			_____
65# Astrobright Cover - all colors			_____
110# Index - all colors			_____
80# Gloss Cover stock			_____
Slip Sheets			_____
Blank 5th cut tabs - per set			_____
13) Blank Paper - 11 x 17			
20# Color bond			_____
60# Astrobright text - all colors			_____
65# Astrobright Cover - all colors			_____
110# Index - all colors			_____
80# Gloss Cover stock			_____
Slip Sheets			_____
14) Finishing services:			
Coil Binding (per finished piece)			_____
Drilling - per sheet			_____
Folding (machine- per fold)			_____
Engineering Folding (per fold)			_____
Hand inserting			_____
Hand collating			_____
Inserting - 3 ring binders			_____
Shrink Wrapping			_____
Stapling - machine			_____
Trimming booklets			_____
Perforating			_____
Scoring			_____
Cutting - per cut			_____
15) Binders - Clear View 3 ring - 8.5 x 11 (O-Ring)			
1"			_____
1.5"			_____
2"			_____
3"			_____
4"			_____

16) Binders - Clear View 3 ring - 8.5 x 11 (D-Ring)

1"

1.5"

2"

3"

4"

APPENDIX E

The Texas A&M University System
Form C-6A
3/99

The form of this bond has been approved
by the Attorney General of Texas

Texas A&M University PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____ KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and

as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of:

_____ Dollars \$ _____

for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract, hereto attached and made a part hereof, with the State of Texas or as listed in the current notice of the Department of Treasury list of companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, acting by and through the Board of Regents of The Texas A&M University System, as Oblige, as Oblige, as Oblige,

date _____ 20____, for the _____

Full name and location of project.

Now, if the Principal shall faithfully perform the Contract in accordance with the Contract Documents, and shall fully indemnify and save harmless the State of Texas from all costs of damage which the State of Texas may suffer by reason of the Principal's default or failure to perform and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event Principal is in default under the Contract Documents, Surety will within fifteen (15) days of the determination of such default take over and assume completion of such Contract and become entitled to the payment of the balance of the Contract price, or the Surety shall make other arrangements satisfactory with the Oblige for the completion of the defaulted Work but in no event shall the Surety's liability exceed the penalty of this Bond.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or to the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

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

_____, Principal (PRINCIPAL'S SEAL
if a corporation)

By _____

Title _____

_____, Surety

By _____ (SURETY'S SEAL
Attorney-in-Fact

Attachment to Forms C-6A and C-6B

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION (ARTICLE 21.28E)

IN THE EVENT THE INSURER IS UNABLE TO FULFILL ITS CONTRACTUAL OBLIGATION UNDER THIS POLICY OR CONTRACT OR CERTIFICATE OR EVIDENCE OF COVERAGE, THE POLICYHOLDER OR CERTIFICATEHOLDER IS NOT PROTECTED BY AN INSURANCE GUARANTY FUND OR OTHER SOLVENCY PROTECTION ARRANGEMENT.

APPENDIX E

The Texas A&M University System
Form C-6B
3/99

The form of this bond has been approved
by the Attorney General of Texas

Texas A&M University PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____ KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and

as Surety, are hereby held and firmly bound unto the State of Texas in the penal sum of:

_____ Dollars \$ _____

for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The conditions of this obligation are such that, whereas the Principal entered into a certain contract, hereto attached and made a part hereof, with the State of Texas or as listed in the current notice of the Department of Treasury list of companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, acting by and through the Board of Regents of The Texas A&M University System, as Obligee,

date _____ 20____, for the _____

Full name and location of project.

Now, if the Principal shall promptly make payments to all claimants, as defined in Chapter 2253, Texas Government Code, supplying labor and materials in the prosecution of the work provided for in said Contract Documents, this obligation shall be null and void, otherwise it shall remain in full force and effect.

This Bond is made and entered into solely for the protection of all claimants supplying labor and material in the prosecution of the Work provided for in said Contract Documents, and all such claimants shall have a direct right of action under the Bond as provided in Chapter 2253, Texas Government Code.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Work to be performed thereunder.

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

_____, Principal (PRINCIPAL'S SEAL
if a corporation)

By _____

Title _____

_____, Surety

By _____ (SURETY'S SEAL)
Attorney-in-Fact

Attachment to Forms C-6A and C-6B

DISCLOSURE OF GUARANTY FUND NONPARTICIPATION (ARTICLE 21.28E)

IN THE EVENT THE INSURER IS UNABLE TO FULFILL ITS CONTRACTUAL OBLIGATION UNDER THIS POLICY OR CONTRACT OR CERTIFICATE OR EVIDENCE OF COVERAGE, THE POLICYHOLDER OR CERTIFICATEHOLDER IS NOT PROTECTED BY AN INSURANCE GUARANTY FUND OR OTHER SOLVENCY PROTECTION ARRANGEMENT.

Appendix F**Texas Engineering Extension Service (TEEX)****HUB SUBCONTRACTING PLAN**

(Firm Name)

(Address)

(City/State/Zip Code)

(Telephone)

(Fax)**for****Solicitation Name:****Solicitation No:****Member Name:****Location:**

I. System statement on Utilization of Historically Underutilized Businesses (HUBs)

In accordance with the Texas Government Code, Sections 2161.181-182 and Texas Administrative Code (TAC) Section §20.11, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction services, including professional and consulting services and commodities contracts. Comptroller of Public Accounts HUB Rules, TAC Sections §20.11-§20.28 encourages the use of HUBs by implementing these policies through race, ethnic and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study:

1. 11.9% for heavy construction other than building contracts;
2. 26.1% for all building construction, including general contractors and operative builders contracts;
3. 57.2% for all special trade construction contracts;
4. 20% for professional services contracts;
5. 33% for all other services contracts; and
6. 12.6% for commodities contracts.

A Historically Underutilized Business (HUB) is defined by statute as an entity with its principal place of business in this state that is: (a) a corporation formed for the purpose of making a profit in which at least 51% of all classes of the shares of stock or other equitable securities are owned by one or more persons who are economically disadvantaged because of their identification as members of certain groups, including African Americans, Hispanic Americans, women, Asian Americans and Native Americans and have suffered the effects of discriminatory practices or similar insidious circumstances over which they have no control; and have a proportionate interest and demonstrate active participation in the control operation and management of the corporation's affairs; (b) a sole proprietorship created for the purpose of making a profit that is 100% owned, operated, and controlled by a person described in subdivision (a) of the subsection; (c) a partnership formed for the purpose of making a profit in which 51% of the assets and interest in the partnership is owned by one or more persons and demonstrate active participation in the control, operation and management of the partnership's affairs; (d) a joint venture in which entity in the joint venture is a HUB under this subsection; or, (e) a supplier contract between a HUB under this subsection and a prime contractor under which the HUB is directly involved in the manufacture or distribution of the supplies or materials or otherwise warehouses and ships the supplies.

TEEX shall make a good faith effort to meet or exceed the State of Texas Disparity Study goals and to assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year. It is the policy of TEEX to contract directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F and Comptroller of Public Accounts HUB Rules, TAC Section § 20.14.

The total expected value of this contract is \$100,000 or more and TEEX has determined that subcontracting opportunities are probable for this contract. Therefore, the Respondent is required to submit a HUB Subcontracting Plan (HSP) with their proposal. The Respondents will use the procedures prescribed in Article II when developing the HSP.

All Respondents must give clear evidence that good faith effort was made to comply with the HUB requirements identified in TAC §20.14, and the HSP shall include the documents shown in

Article II, Paragraphs 4.b.i, ii and iii.

The Owner will review the information/documentation and use it as a basis to determine if a good faith effort was made by the Respondent to utilize HUB subcontractors/suppliers on this contract. If it is determined that a good faith effort was not made, the Respondent's submittal/proposal will be determined to be non-responsive and the submittal/proposal shall be rejected and the reasons for rejection recorded in the project files. An accepted HUB Subcontracting Plan will become a part of any contract with the Respondent resulting from this solicitation and then can only be modified by contract change order.

If the Respondent can perform and intends to complete all subcontracting opportunities with its own employees and resources without using any subcontractors, the HSP submitted with the Respondent's submittal/proposal shall only include the documents shown in Article II, Paragraphs 4.c.i, ii and iii.

Agency Special Instructions/Additional Requirements

II. HUB SUBCONTRACTING PLAN (HSP) PROCEDURES

The following procedures are specified pursuant to the Comptroller of Public Accounts HUB Rules, TAC, Sections §20.13-§20.14:

1. TEEX, when 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 if it is probable for subcontracting opportunities under the contract.
2. If subcontracting opportunities are not probable, TEEX bids, proposals, offers, or other applicable expression of interest shall include a statement attesting that it has determined that subcontracting opportunities are not probable under the contract.
3. If subcontracting opportunities are probable, TEEX shall state such probability in its announcements for bids, proposals, offers, or other applicable expression of interest and require the submission of a HUB Subcontracting Plan (HSP). The HSP will become a provision of a contract, if awarded by the Owner.
4. **The State of Texas HUB Subcontracting Plan forms can be accessed on the Texas Procurement and Support Services (TPASS) website and completed on-line at:**

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

This will access the State of Texas HUB Forms Library and the HSP forms. PLEASE NOTE that page 2 of the HSP forms must be replicated for each of the categories to be subcontracted by the respondent.

The State of Texas HSP website forms can be completed electronically and printed or downloaded and have the required information entered by hand or typewriter.

- a. An HSP is required as part of bids, proposals, offers, or other applicable expression of interest valued at \$100,000 or more. Responses that do not include the HSP, or if the agency determines that the HSP was not developed in good faith, shall be rejected as a material failure to comply with the advertised specifications.
- b. When TEEX has determined that subcontracting opportunities are probable, Respondent's bids, proposals, offers, or other applicable expression of interest will include:
 - i. Cover sheet, Page 1
 - ii. Letter of transmittal attesting that the respondent has read and understands the Policy on Historically Underutilized Businesses (see Attachment A of the HSP);
 - iii. State of Texas Historically Underutilized Business Subcontracting Plan explaining how the respondents made a good faith effort in the development of the HSP and identify the HUBs and non-HUBs that will be utilized for subcontracting opportunities (See State of Texas HSP Form)(See Attachment B1 of the HSP).
- c. When TEEX has determined that subcontracting opportunities are probable, but

the respondent can perform and intends to complete all the subcontracting opportunities with its employees and resources without any subcontractors, the HSP shall include:

- i. Cover sheet, Page 1
- ii. Letter of transmittal attesting that the respondent has read and understands TEEEX Policy on HUBs; and
- iii. Self Performance form which attests that the respondent shall perform the subcontracting opportunities identified by the agency, with its own employees and resources (See State of Texas HSP Form, page 3, Sections 9 and 10).

Note: If the contractor decides after the award to subcontract any part of the contract, the contractor must notify the System. The contractor must comply with the good faith effort requirements relating to developing and submitting a subcontracting plan before any modifications or performance of the awarded contract involving subcontracting can be authorized by TEEEX

5. TEEEX shall require a respondent to state whether it is a Texas certified HUB.
6. To meet TEEEX good faith effort requirements, the respondents shall follow, but is not limited to, procedures listed below when developing an HSP:
 - a. Divide the contract work into reasonable portions to the extent consistent with prudent industry practice.
 - b. Provide written justification of the selection process if a non-HUB subcontractor is selected.
 - c. Provide notice to minority or women trade organizations or development centers that assist in identifying HUBs by disseminating subcontracting opportunities to their membership/participants. The notice shall, in all instances, include the scope of work, information regarding location to review plans and specifications, information about bonding and insurance requirements, and identify a contact person. Respondent must provide notice to organizations or development centers not less than five (5) working days prior to submission of the response (bid, proposal, offer, or other applicable expression of interest).
 - d. Notify HUBs of the subcontracting opportunities that the respondent intends to subcontract. The preferable method of notification shall be in writing. The notice shall, in all instances, include the items contained in paragraph 6.c above. The notice shall be provided to potential HUB subcontractors prior to submission of the respondent's response.
 - e. The respondent shall provide potential HUB subcontractors reasonable time to respond to the respondent's notice. "Reasonable time to respond" in this context is no less than five (5) working days from receipt of notice, unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
 - f. The respondent shall use the State of Texas Centralized Master Bidders List (CMBL), HUB Directory, internet resources, and/or other directories when searching for HUB subcontractors. Respondent may rely on the services of minority, women, and community organizations, contractor groups, local, state, and federal business assistance offices, and other organizations that provide

assistance in identifying qualified applicants for the HUB program who are able to provide all or select elements of the HUB subcontracting plan.

NOTE: A complete list of all State of Texas certified HUBs may be electronically accessed through the Internet at

<http://www2.cpa.state.tx.us/cmbi/cmbihub.html>

- g. The respondent shall provide the notice described in this section to three (3) or more HUBs for each subcontracting opportunity that provide the type of work required for each subcontracting opportunity identified in the contract specifications or any other subcontracting opportunity the respondent cannot complete with its own equipment, supplies, materials, and/or employees. TEEX encourages respondents to seek and find a “Diverse Group” of Historically Underutilized Businesses in each category in which a subcontract of services is solicited.
 - h. Documentation showing correspondence between prime and potential HUB subcontractors includes but not limited to contact information, date of delivery confirmation, etc.
7. In making a determination whether a good faith effort has been made in the development of the required HUB subcontracting plan, TEEX shall require the respondent to submit supporting documentation explaining the ways the respondent has made a good faith effort according to each criterion listed above. The documentation shall include at least the following:

 - a. Whether the respondent divided the contract work into reasonable portions in accordance with prudent industry practices.
 - b. Whether the respondent sent notices containing adequate information about bonding, insurance, the plans, the specifications, scope of work, and other requirements of the contract to three (3) or more qualified HUBs for each subcontracting opportunity allowing reasonable time for HUBs to participate effectively.
 - c. Whether the respondent negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who were also the best value responsive bidder.
 - d. Whether the respondent provided notice to minority or women trade organizations or development centers that assist in identifying HUBs by disseminating opportunities to their membership/participants.
 - e. A list of all vendors, including HUBs not listed in the HSP form who responded.
8. The submission of a protégé as a subcontractor in the HSP, when the respondent is a participant in a Mentor Protégé Program under the Texas Government Code §2161.065, will constitute a good faith effort for the particular work to be subcontracted with the protégé. The respondent must submit a copy of the Mentor Protégé Agreement that has been entered into by the respondent (mentor) and a certified HUB (protégé) as part of their HSP. The Mentor Protégé Agreement must be a fully executed agreement that has been registered with TPASS prior to submitting the HSP. The HSP must also identify the work that will be performed by the protégé.

9. Prior to contract award, the HSP and supporting documentation shall be reviewed and evaluated by TEEX to determine if a good faith effort has been made in accordance with bid specifications and Comptroller of Public Accounts HUB rules. If accepted, the HSP shall become a provision of TEEX contract. Any change in a subcontractor or vendor, as requested by the Respondent, will not reduce the HUB participation level presented in the initial proposal offering.
10. If TEEX determines that a submitted HSP was not developed in good faith, TEEX shall treat the lack of good faith as a material failure to comply with advertised specifications, and the subject bid or other response shall be rejected. The reason(s) for rejection shall be recorded in the procurement file.
11. If at any time during the term of the contract, it becomes necessary to make a change to the approved HSP, such proposed change must be received for review and approval by TEEX before the change will be effective under the contract. The contractor must comply with provisions of TAC §20.14 relating to development and evaluation of HSP, in order to substitute or subdivide the work and/or substitute or add subcontractors prior to any alteration of the HSP. TEEX shall document changes to the HSP by contract change order. The reasons for proposed change(s) shall be requested on a Form C-27b *Consultant/Subcontractor Substitution Form* (See Attachment C of the HSP) and recorded in the procurement file. In the event that a change is necessary, the requested changes will not reduce the level of HUB participation that was a part of the proposal at the time of construction contract award.
12. If a respondent has determined that it can perform all of the contract, the respondent must sign an affidavit (State of Texas HUB Form, page 3, Sections 9 and 10) and provide a statement explaining how the respondent intends to complete the contract with its own equipment, supplies, materials and/or employees submitted with the respondent's bid, proposal, offer, or other expression of interest.

If a respondent has determined it will perform all work with its own equipment, supplies, materials, and/or employees, etc., the respondent must agree to provide the following if requested by TEEX:

- a. evidence of existing staffing to meet contract objectives,
- b. monthly payroll records showing company staff fully engaged in the contract,
- c. onsite reviews of company headquarters or work site where services are to be performed, and
- d. documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the work.

If the contractor selected decides to subcontract any part of the contract after the award, the contractor must comply with provisions of this document relating to developing and submitting a subcontracting plan prior to any modifications or performance involving subcontracting work can be authorized by TEEX. If the Contractor subcontracts any of the work without prior authorization and without complying with TAC Section §20.14, the contractor is deemed to have breached the contract and be subject to any remedial actions provided by Texas Government Code, Chapter 2161, and TAC §20.14. TEEX may report non-performance relative to its contracts to the Comptroller of Public Accounts in accordance with TAC Chapter §113, Subchapter F (relating to the Vendor Performance and Debarment Program).

13. The contractor will be required to submit a revised HSP for additional subcontracting opportunities that were not identified in the original HSP and created when the original

scope of work expands through a change order, contract amendment or a contract renewal.

14. TEEX requires a respondent to whom a contract has been awarded, to report to TEEX the identity and the amount paid to its subcontractors, HUBs and non-HUBs. If the contractor fails to fulfill the HSP specified in the contract, TEEX shall notify the contractor of any deficiencies. TEEX shall require the contractor to submit documentation and explain why the failure to fulfill the HUB Subcontracting Plan should not be attributed to a lack of good faith effort by the contractor.
15. If a determination is made that the contractor failed to implement the HSP in good faith, TEEX, in addition to any other remedies, may report nonperformance to the Comptroller of Public Accounts in accordance with TAC, Chapter 113, Subchapter F (relating to Vendor Performance and Debarment Program).
16. During the term of the contract, TEEX shall determine whether the value of the subcontracts to HUBs meets or exceeds the HSP provisions specified in the contract.

Reporting Requirements

Each contractor that enters into a contract shall report to TEEX all subcontracting/supplier payments. The report will include the volume of work performed under the contract, the portion of the work that was performed with its own employees/resources, HUB and Non-HUB subcontractors and suppliers (See HSP Prime Contractor Progress Assessment Report Form, Attachment B-2 of the HSP). TEEX may request payment documentation in accordance with the Comptroller of Public Accounts HUB Rules that confirms the performance of the contractor. During the course of the contract, TEEX shall discuss the performance of the contractor and document the contractor performance in the contract file.

Note: When the prime contractor/vendor is a HUB, it must perform at least 25% of the total value of the contract with its own or leased employees, as defined by the Internal Revenue Service, in order for the Owner to receive 100% HUB credit for the entire contract.

If a HUB prime contractor's HSP identifies that it is planning to perform less than 25% of the total value of contract with its own or leased employees, the HUB contractor must report to the Owner the value of the contract that was actually performed by the HUB prime contractor and the amount to be performed by its HUB subcontractors.

TEEX shall audit the contractor's compliance with the HSP. If the contractor is found deficient, TEEX shall give the contractor an opportunity to submit documentation and explain to TEEX why the failure to fulfill the HSP should not be attributed to a lack of good faith effort by the contractor.

(Attachment A)

(SUBMIT ON YOUR BUSINESS LETTERHEAD)

Yvette Tschirhart
Texas Engineering Extension Service
301 Tarrow, John B. Connally Bldg, Rm 244
College Station, TX 77840-7896

Subject: HUB Subcontracting Plan
Solicitation Number:
Solicitation Name:
Member Name:
Location:

Dear Yvette:

I am pleased to forward this HUB Subcontracting Plan as an integral part of our written response submitted in connection with your Enter Opportunity solicitation for Solicitation Number .

I have read and understand The Texas A&M University System's Policy on Utilization of Historically Underutilized Businesses (HUBs) and the goals for HUB participation.

Sincerely,

(Signature)
(Printed Name)
(Printed Title)

Attachment B.1

Preparing a HUB Subcontracting Plan (HSP)

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

The TPASS website, shown above, contains a HUB Program Link. Once you are in the HUB Program area, you will find HUB Subcontracting Plan forms.

These State of Texas HUB forms have been setup for interactive on-screen preparation or downloaded and printed in blank format for completion by typewriter or ink pen.

Attachment B.2

Preparing a Prime Contractor Progress Assessment Report for a HUB Subcontracting Plan (HSP)

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

The TPASS website, shown above, contains a HUB Program Link. Once you are in the HUB Program area, you will find HUB Subcontracting Plan forms.

These State of Texas HUB forms have been setup for interactive on-screen preparation or downloaded and printed in blank format for completion by typewriter or ink pen.



HUB SUBCONTRACTING PLAN (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

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

SECTION 2 - SUBCONTRACTING INTENTIONS

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

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

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

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

Enter your company's name here: _____

Solicitation #: _____

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

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

Line Item # _____ Description: _____

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

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

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

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

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

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

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

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

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

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

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No

SECTION 8 - SUBCONTRACTOR SELECTION

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

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	%	\$	☐ - Yes ☐ - No*
_____	_____	%	\$	☐ - Yes ☐ - No*

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

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

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain 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/section of your proposal which identifies 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 10 - 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 are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- 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 to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date

Attachment C

Consultant/Subcontractor Substitution Form

1. Consultant/Subcontracting Category: _____
Original Consultant/Subcontractor: _____
Replacement Consultant/Subcontractor: _____
2. Reasons for requesting a change in consultant/subcontractor? (Explain in detail)
THIS CHANGE IN CONSULTANTS/SUBCONTRACTORS SHALL NOT CAUSE A REDUCTION IN THE PRIMES' HUB PARTICIPATION PERCENTAGE. (IF PARTICIPATION WILL DECREASE, SPECIFIC AUTHORIZATIONS MUST BE RECEIVED)
3. Follow the requirements for satisfying Insert System Member good faith effort as described in the HUB Subcontracting Plan (HSP) Procedures.
4. Complete and attach a new HSP identifying the Insert Minimum Number of HUBs or more HUBs solicited for this work.
5. List and provide documentation of the advertisements in trade association, minority/women focused media and/or general circulation newspapers concerning this subcontracting opportunity.
6. Note: A Change Order Request (COR) that creates a new category of work that will be performed by a subcontractor not previously listed on the HUB Subcontracting Plan (HSP) requires that the HSP be revised and the Contractor must show evidence of a good-faith-effort in the solicitation of HUB Subcontractors.

The above information is being submitted in conformance with the HUB plan and I certify that it is true and correct.

Firm Name

Approval Recommendations:

Authorized Representative's Signature Date

HUB Coordinator or Approve Representative Date

Print Name

Print Name

Title

Title

APPENDIX G

TEXAS A&M UNIVERSITY INSURANCE REQUIREMENTS

TYPE OF COVERAGE

LIMITS OF LIABILITY

1. Employer's Liability:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 Policy Limit

2. Comprehensive General:

Liability	\$1,000,000 aggregate
Combined Bodily	\$1,000,000 products/completed operations
Injury & Property Damage	\$1,000,000 personal & advertising liability
	\$1,000,000 each occurrence
	\$50,000 fire damage
	\$5,000 medical expense

3. Comprehensive Automobile Liability \$1,000,000 combined single limit

4. Owner's Protective Liability Insurance Policy:

The Contractor shall obtain at its expense an Owner's Protective Liability Insurance Policy naming the State of Texas and its employees as named insured, the A/E, when applicable, and the Texas A&M University System Board of Regents for and on behalf of Texas A&M University System and Texas A&M, named as additional insured, with the following limits:

a. Bodily Injury	\$1,000,000 each occurrence
	\$1,000,000 aggregate

5. Flood insurance when specified.

6. Umbrella coverage when specified.

7. Worker's Compensation Statutory TWCC, Rule 110.110

(A) Definitions:

Certificate of coverage ("certificate") -- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project -- includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096)--includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- (B) The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Title 5, for all employees of the contractor providing services on the project, for the duration of the project.
- (C) The contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- (D) If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- (E) The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- (1) A certificate of coverage, prior to the person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (F) The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (G) The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (H) The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (I) The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Title 5, for all of its employees providing services on the project, for the duration of the project;
 - (2) Provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) Provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) Obtain from each other person with whom it contracts, and provide to the contractor:
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by Paragraphs (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (J) By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (K) The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.