



REQUEST FOR PROPOSAL (SERVICES)

COMMUNICATIONS CONSULTANT

RFP NO.: 721-2203

ISSUED BY:

Procurement and Payment Services – Strategic Sourcing Unit

FOR:

Project Management and Construction Services

PROCUREMENT OFFICER:

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PROPOSALS ARE DUE AT THE EMAIL ADDRESS SHOWN BELOW NO LATER THAN:

Friday, November 12, 2021 at 2:30 p.m.

<https://purchasing.utexas.edu/resources/formal-bid-opportunities>

NOTE: A public opening of responses will not be conducted for this RFP.

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SOLICITATION SCHEDULE

The following is the anticipated solicitation schedule including a brief description for milestone dates:

Solicitation Milestone	Proposed Date
RFP Issued	October 18, 2021
Pre-Proposal Meeting (virtual) Register Here	October 26, 2021 at 1:00 p.m. CST
Deadline for Questions from Supplier	November 2, 2021
Answers to Supplier Questions (estimated)	November 5, 2021
RFP Proposal Submittal Deadline	November 12, 2021 at 2:30 p.m. CST
EC Evaluation of Proposals (completed by)	November 19, 2021
Oral Presentations (scheduled for)	December 2, 2021
Contract Negotiations (completed by)	December 10, 2021
Final Legal Review and Award (completed by)	December 17, 2021

NOTE: The University reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP and posted on Formal Bid Opportunities website for your convenience.

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Section 1 – Project Overview and Scope of Services

1. Project Overview

UT Austin seeks a qualified communications consultant to develop a strategic communications and engagement plan to help achieve its strategic priorities and solidify support for its focused/responsive approach for the **Sweatt v. Painter Interior Gallery and Entry and the Precursors—We are Texas East Mall** Commemorative Spaces.

The communications strategies must convey relevant messages to key audiences across multiple platforms and engagement activities that involve and inform key stakeholders in its work.

The preferred communications consultant will have experience in working with institutions of higher education and/or government organizations on Diversity, Equity and Inclusion; experience in engaging and facilitating a variety of stakeholder and diverse community groups; experience in addressing bias and using culturally responsive and equitable collaborative approaches when working with diverse communities; and experience working with The University of Texas or other institute of higher education. Additionally, the University would prefer a communications consultant with experience with community driven architectural or art design projects.

The communications consultant must demonstrate ability to use creative, interactive and technological facilitation techniques including use of virtual tools and approaches, such as interactive real time surveys during outreach and engagement meetings.

2. Contract Term

The contract term for contract(s) award resulting from this solicitation, if any, will be one (1) year with the option to renew for four (4) additional one-year terms. Further, University reserves the right to extend the contract term on a month-to-month basis, not to exceed three (3) months upon the expirations of the initial term and any successive renewal term.

3. Scope of Services

The communications consultant will be asked to partner with the University community in a visioning as well as architectural, aesthetic, and narrative design process for the East Mall commemorative space and will work closely with the design firm chosen to help develop and assist in the execution of the external communication and community engagement strategy.

Stakeholders will include University organized committees representative of students (Student East Mall Advisory Task Force (SEMATF)), faculty/staff (Faculty & Staff Advisory Task Force on Campus Diversity & Commemoration), administration and alumni (Alumni Task Force on Campus Commemoration (ATFCC)). The SEMATF is made up of 30 students, 15 of which are appointed members from undergraduate and graduate student groups on campus, and 15 of which are volunteer undergraduate and graduate students who applied for the position. The Faculty & Staff Advisory Task Force on Campus Diversity & Commemoration is made up of faculty and staff from various UT colleges, and were appointed on a

volunteer basis. The ATFCC is made up of alumni, many of which are Precursors, but also includes representatives from other UT minority alumni groups. Each stakeholder group receives the same information, and each group feedback and decisions hold the same weight.

Engagement with the Austin community at large for their input will also be an aspect for this project. Many voices expressing diverging views on the nature of the memorials are anticipated. Ultimately, the University President will have approval authority over the design concepts.

4. Scope of Work, Activities and Deliverables

4.1 Scope of Work

In coordination with the Office of the Executive Director of Campus Commemoration and Contextualization at the University of Texas at Austin, the communications consultant will create and execute a communication plan focused on engaging communities external to the University at the local/state/national levels, with an emphasis on historically underrepresented populations. This external communications plan will be guided by internal processes with on-campus stakeholders, including senior-level administrators, students, faculty, staff, and alumni.

The proposed communications plan should demonstrate a detailed strategy/methodology on how the firm will work with the Executive Director and project management teams to publicize, inform, and consult with community members external to the University. The plan should also include methodologies for gathering, analyzing, and disseminating feedback from external community members back to the internal project management teams.

The proposed plan should provide guidance regarding the type of message or media best used for different kinds of communications, and include a strategic outline of how to respond to different stakeholders and types of messages.

With the goal of obtaining public engagement, education and acceptance of the final design solution, as well as gaining support from the external stakeholders and the UT Office of Executive Director of Campus Commemoration and Contextualization, the key elements of the plan should include, but are not limited to the following:

- 4.1.1 Development of marketing campaigns that reach targeted external communities at the local/state/national levels
- 4.1.2 Curation of various forms of communication content—i.e., digital/video content for project website, copy-editing/messaging, press releases, power point presentations, etc. All content language must be approved by the University. Spanish language capabilities are desirable.
- 4.1.3 Conducting focus groups or surveys to understand what kind of commemorative landscapes that would be of interest and draw the public to visit the UT campus specifically to visit
- 4.1.4 Conducting real-time surveys during public meetings/hearings
- 4.1.5 Attending regular design meetings with UT personnel, student, staff and faculty stakeholders, Precursors and other alumni

4.2 Activities

The communications consultant would be required to:

- 4.2.1 Attend the on-campus visioning design process meetings with on-campus stakeholders and the architects UT Austin is hiring to design the Sweatt v. Painter Interior Gallery and Entry and the Precursors—We Are Texas East Mall Commemorative spaces. Design meetings will follow typical architectural project timelines, with the number of anticipated meetings being:
 - 4.2.1.1 **Sweatt v. Painter Interior Gallery and Entry** meetings:
 - Preliminary Design: 2 internal; 1 external
 - Schematic Design: 3 internal; 1 external
 - Design Development: 1 internal; 1 external
 - 4.2.1.2 **Precursors—We Are Texas East Mall Commemorative spaces** meetings:
 - Preliminary Design: 3 internal; 1 external
 - Schematic Design: 3 internal; 1 external
 - Design Development: 2 internal; 1 external
 - Construction Drawings: 2 internal; 1 external
- 4.2.2 Facilitate ongoing stakeholder engagements with UT external stakeholders regarding the projects, including alumni, potential donors and the Austin community at large for their input. Many voices expressing diverging views on the nature of the memorials are anticipated.

4.3 Deliverables and Timeline

- 4.3.1 The University expects an initial communications plan within 1-3 months, with revisions as the project progresses or new goals are identified.
- 4.3.2 The **Sweatt v. Painter Interior Gallery and Entry** project approximate completion date is May 2023, with the following anticipated timeline:
 - 1-3 months Preliminary Design
 - 3 months Schematic
 - 3 months Design Development
 - 3-6 months Construction Drawings. (Fewer engagement meetings during this time.)
 - 12-18 months Construction (Communication to stakeholders regarding progress of construction.)
- 4.3.3 The **Precursors—We Are Texas East Mall Commemorative spaces** project approximate completion date is January 2026, with the following anticipated timeline:
 - 3-6 months Preliminary Design
 - 3-6 months Schematic Design
 - 6-8 months Design Development
 - 6-9 months Construction Drawings. (Fewer engagement meetings during this time.)

- 12-18 months Construction (Communication to stakeholders regarding progress of construction.

4.4 Questions Specific to this RFP

- 4.4.1 Describe your approach to community engagement when the client wants feedback vs. when the client wants to inform and persuade.
- 4.4.2 Provide examples of previous outreach materials targeted at specific communities, particularly those from diverse backgrounds.
- 4.4.3 Describe your strategy for building trust between the client and external communities that have historically been underrepresented.
- 4.4.4 Describe how you would respond to competing interests from various external stakeholder groups, including local, state, and national audiences.
- 4.4.5 Describe strategies on how you would respond to cultural and/or political pushback.
- 4.4.6 Describe your process for determining which media elements (video, press release, social media, etc.) should be used to communicate different types of information at various points throughout the project(s).
- 4.4.7 Describe your process for gauging public reaction to competing ideas and/or designs.

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Section 2 – Price Proposal

1. Instructions

Proposer must complete this section in its entirety, and may supplement this section with additional pages as to provide University with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this solicitation. The Total Cost for the solution provided must be a turnkey cost inclusive of but not limited to travel and living expenses.

2. Costs for Project

Provide a total proposed cost for providing all services enumerated in this request for proposal, including the initial communications plan and all meetings needed in the first year as well as reports and correspondence and written documentation needed. In the first year, we anticipate having six (6) internal (attende only) meetings and three (3) external (facilitation) meetings, however, there may be more meetings needed. (Please see section 1, item 4.3 for full schedule details). The total cost would include the hourly rate plus the total number of hours that bidder expects to spend on the project. The total cost should include how many hours you expect to fully perform services over the life of the Agreement and the cost of services per hour and per month.

2.1 Proposed hourly rate(s) for this project.

Estimated number of hours (initial 1-year contract term): _____

Proposed estimated total cost for initial 1 year contract term: \$ _____

Estimated number of hours for services provided in years 2 and 3 \$ _____

Proposed estimated total cost for services provided in years 2 and 3 \$ _____

2.1. Bidder should provide a hourly rate that is applicable to each type of service provided as well as a description of the experience and qualifications for each individual who will perform the services at the specified rate.

3. Implementation Cost Breakdown

Provide a detailed schedule for the implementation services by task in excel format along with the corresponding hourly rate for each task as well as the number of hours for each task. The Contractor will be paid on monthly invoices and bidder will provide a maximum cost for each milestone achieved. The milestone payments must align to the proposed schedule noted in Section 4, Tab 3 item 4.5.7 below. Detailed schedule should indicate hourly rate for services provided.

4. Monthly Cost Breakdown (Cash flow Projection)

Provide a detailed schedule for the monthly costs including hourly rate and any other costs that bidder anticipates, provide the cost breakdown in excel format in alignment from the first milestone following project kickoff through closeout as aligned with the proposed schedule noted in Section 4, Tab 3 item 4.5.7 below.

5. Additional Services

Provide a list of any and all additional services that you may be able to provide that are in addition to the initial scope of work for this RFP. Please provide a list of hourly rates for each additional service as well as the required skills and experience of the individual who would provide the services.

6. Payment Terms

University’s standard payment terms are “net 30 days” as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

University will be entitled to withhold _____ percent (____%) of the total payment due under the Agreement until after University’s acceptance of the final work product.

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: _____% _____ days/net 30 days.

7. Group Purchasing Organization (GPO) Contract

The University of Texas System subscribes to a [GPO Accreditation Program](#) as noted on the referenced website.

Any proposal being made under an available GPO contract that is recognized by UT System, shall be noted below for consideration by the University.

Cooperative Contract Name:	
Cooperative Contract No.:	
Cooperative Contract Term:	
Cooperative Contract Website link:	

8. Price Proposal Signature

The information in this RFP is to be utilized solely for preparing the proposal response to this RFP and does not constitute a commitment by University to procure any product or service in any volume.

Name:	
Title:	

Date:	
Signature:	

Section 3 – Proposal Evaluation

1. General Selection

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that meets or exceeds the requirements of this RFP and is the most advantageous to University. Any references to “Contractor” shall mean the successful Proposer(s) under this RFP.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

In accordance with the Texas Education Code (Sections [51.9335](#), [73.115](#) and [74.008](#)), the University may acquire goods or services by the method that provides the best value to the institution. All information requested by University should relate to one of the referenced criteria noted in the Texas Education Code.

2. Evaluation Criteria

An Evaluation Committee (“Committee”) will review all proposals to determine which proposers have qualified for consideration according to the criteria stated herein. The Committee’s evaluations will be based on all available information, including qualification statements, subsequent interviews, if necessary, reports, discussions, reference checks, and other appropriate checks. The highest rated proposer(s) evaluated by the Committee may be invited to make an oral presentation of their written proposal to the Committee.

Proposals will be evaluated using the following criteria:

Evaluation Criteria	Available Points
Qualifications and Experience (see Section 4.3 Tab 1 and 4.4 Tab 2)	50
Approach and Methodology (see Section 4.5 Tab 3)	20
References and Past Performance (see Section 4.6 Tab 4)	15

Proposal Fee and Pricing (see Section 4.7 Tab 5)	15
Total Points	100

3. Eligibility for Award

In order for a proposer to be eligible to be awarded the contract, the proposal must be responsive to the solicitation and University must be able to determine that the proposer is responsible and has the resources and capacity to perform the resulting contract satisfactorily. Responsive proposals are those that comply with all material aspects of the solicitation, conform to the solicitation documents, and meet the requirements set forth in this solicitation. Proposals, which do not comply with all the terms and conditions of this solicitation, will be rejected as non-responsive.

When considering “best value” and award, the University reserves the right to set a minimum score requirement regarding the non-cost evaluation criteria listed in the table above.

3.1. Responsible proposers, at a minimum, must meet the following requirements:

- 3.1.1. Have adequate financial resources, or the ability to obtain such resources as required during the performance of any resulting contract;
- 3.1.2. Be able to comply with the required performance schedule, taking into consideration all existing business commitments;
- 3.1.3. Have a satisfactory record of past performance;
- 3.1.4. Have necessary personnel and management capability to perform any resulting contract;
- 3.1.5. Be qualified as an established firm regularly engaged in the type of business necessary to fulfill the resulting contract requirements;
- 3.1.6. Certify that the firm is not delinquent in any tax owed the State of Texas under Chapter 171, Tax Code; and
- 3.1.7. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

3.2. Proposer(s) may be requested to submit additional written evidence verifying that the firm meets the minimum requirements described above and as necessary, to perform the requirements of the solicitation and be determined a responsible proposer. Failure to provide any requested additional information may result in the proposer being declared non-responsive and the proposal being rejected.

- 3.3. A person is not eligible to be considered for award of this solicitation or any resulting contract or to be a subcontractor of the proposer or prime contractor if the person assisted in the development of this solicitation or any part of this solicitation or if the person participated in a project related to this solicitation when such participation would give the person special knowledge that would give that person or a prime contractor an unfair advantage over other proposers.
- 3.4. Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using subcontractors or contractors.) University will contract only with the individual firm or formal organization that submits a response to this RFP.
- 3.5. In the event that only one (1) Proposal Response is received in reply to the advertised RFP or only one (1) Response passes the Initial Responsiveness Screening, the University will review the Response for compliance with specifications, identify any areas of non-compliance, and if applicable, identify questions that need to be asked of the Proposer to clarify the Response. The Response must meet all required technical specifications.

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Section 4 – Instruction to Proposers

1. General Instructions

- 1.1. Proposers should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- 1.2. Proposals and any other information submitted by Proposers in response to this Request for Proposal (RFP) shall become the property of University.
- 1.3. University will not provide compensation to Proposers for any expenses incurred by the Proposer(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated. Proposers submit proposals at their own risk and expense.
- 1.4. Proposals, which are qualified with conditional clauses, or alterations, or items, not called for in the RFP documents, or irregularities of any kind are subject to disqualification by University, at its option.
- 1.5. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of University needs.
- 1.6. University makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP or resulting Agreement when deemed to be in University's best interest. Representations made within the proposal will be binding on responding firms. University will not be bound to act by any previous communication or proposal submitted by the firms other than this RFP.
- 1.7. Firms wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Attachment No. 1). The returned form should indicate your company's name and include the words "No-Response" in the Comment section of the table provided.
- 1.8. Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of your proposal.

2. Preparation and Submittal Instructions

- 2.1. All Attachments noted are to be properly completed and submitted with Proposal, Attachments 1 must be signed.

3. Document Format and Content

- 3.1. Proposal must be signed by Proposer's company official(s) authorized to commit such proposals. Failure to sign and return these forms may subject your proposal to disqualification.
- 3.2. Responses to this RFP must include a response to the proposal requirements set forth in the Scope of Services, above.
- 3.3. Proposals must be typed on letter-size (8-1/2" x 11") paper. University requests that proposals be submitted in an organized electronic fashion resembling a binder format to include section tabs as further defined below. Preprinted electronic material should be referenced in the proposal and included as labeled attachments. Sections should be divided by tabs for ease of reference.
- 3.4. Proposals shall be submitted to the Formal Bid Opportunities website noted on page 1. Electronic proposal files should clearly indicate the company name on the file. Proposer shall upload files individually and not upload folder. Any questions regarding the submittal process, shall be submitted to the Procurement Contracting Officer of record as noted on page 1 in advance before the Submittal Deadline.
- 3.5. Proposer must submit the following documents electronically in responding to the RFP proposal as individual and separate documents:
 - 3.5.1. One (1) complete original copy Proposal (**not** including pricing information);
 - 3.5.2. One (1) complete original copy Price Proposal; and
 - 3.5.3. One (1) complete original copy Proposer's HSP.

Signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. APPENDIX ONE – Section 2) of the submitted electronic copy of the proposal.

- 3.6. The Request for Proposal response must be received electronically at the location noted above prior to the due date listed on the first page of this solicitation (as amended). The proposals will be time, dated, and secured for the proposal opening. Proposals are held until the proposal submission date. Any Proposals received after the specified time and date noted above will not be considered under any circumstance.

University shall not be responsible for failure of electronic equipment or operator error. Late or otherwise non-responsive proposals will not be considered.

- 3.7. Table of Contents: Include with the proposal a Table of Contents that includes page number references. The Table of Contents should be in sufficient detail to facilitate easy reference of the sections of the proposal as well as separate attachments (which should be included in the main Table of Contents). Supplemental information and attachments included by your firm (i.e., not required) should be clearly identified in the Table of Contents and provided as a separate section.
- 3.8. Pagination: All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) Attachments should be numbered or referenced separately.
- 3.9. Proposals must be submitted and received in the Formal Bid Opportunities website on or before the time and date specified in the Solicitation Schedule.
- 3.10. Late proposals properly identified will be returned to Proposer unopened. Late proposals will not be considered under any circumstances.
- 3.11. Telephone, Facsimile ("FAX") or electronic (email) proposals are not acceptable when in response to this Request for Proposal.

4. Proposer Response

General: Your Technical Proposal should clearly define (i) your Firm's total capacity and capabilities, (ii) your qualifications to perform the work, (iii) your ability to perform the services outlined in the Scope of Services, (iv) your understanding of University, and (v) what differentiates you from your competitors. At a minimum, your Technical Proposal shall include the following:

4.1. Cover letter

The cover letter shall not exceed 1 page in length, summarizing key points in the proposal and shall briefly furnish background information about your firm, including date of founding, legal form (sole proprietorship, partnership, corporation/state of incorporation, corporate charter number), number and location of offices, location of company headquarters/main office, total number of employees' company-wide and total number of employees in the State of Texas, and principal lines of business. Certify that the firm is legally permitted or licensed to conduct business in the State of Texas for the services offered.

Only lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) University will contract only with the individual firm or formal organization that submits a response to this RFP.

4.2. Table of Contents

Immediately following the cover letter and introduction, include a complete table of contents for material included in the response documents.

4.3. Tab 1 - Qualification and Experience

This section should describe the qualifications and experience of the Proposer and your ability to provide the services as described in this solicitation.

1. Provide a brief description of your entity, including the total number of supporting personnel related to providing the services of the type and kind required in this solicitation.
 - a. Provide Proposer's principal(s) and staff commitment in providing the services required in this solicitation.
 - b. Describe Proposer's overall ability to provide the services required in this solicitation.
 - c. Demonstrate firm's understanding, knowledge and experience of the solicitation requirements.
 - d. Provide a summary of Proposer's
 - i. Values
 - ii. Governance and processes meant to assure client selection and support, as well as that firm engagements and activities within or in support of the community are reflective of firm values.
 - iii. Instances in the last 10 years where the firm or personnel activities resulted in client or stakeholder concerns (or could result in UT stakeholder concerns) and what actions the firm took to address and resolve them.
 - iv. Description of all diversity and inclusion initiatives that your firm adheres to, and how those practices provide a better work product for clients.
 - v. Describe prior success in the inclusion of Historically

Underutilized Business (HUB) or Small Business (SB) in the delivery of services of the type and kind described in this solicitation.

- vi. Describe your proposed plan for the inclusion of Texas certified HUB firms in the delivery of services under any resulting award.
2. Provide a detailed list where you have provided services of the type and kind required in this solicitation during the past 3 years including but not limited to public and private tier 1 research institutions of higher education or for a similarly complex University System.

University may verify all information furnished. At a minimum, include the following project experience for the last three years:

- a. Project Name, Location – Year Completed.
- b. Brief project description describing work performed by your firm, results, and work subcontracted.
- c. Owner's Name, title, and current phone number.
- d. Identify firm's role; completion date; and contract name(s). List if firm was prime or subcontractor.
- e. The methods of delivery used and how the firm maintains quality control.
- f. Provide documented experience in providing the types of services described herein especially related to tier 1-research institutions of higher education or similarly complex university system like The University of Texas System.
- g. Provide experience fostering off-campus community involvement; engaging and facilitating input from a variety of stakeholders and diverse community groups.
- h. Demonstrated Experience with community driven architectural or art design projects, especially those of commemorative nature
- i. Experience in addressing bias and using culturally responsive and equitable collaborative approaches when working with diverse communities.

4.4. Tab 2 – Demonstrated Qualifications of Personnel and Team

This section should discuss the proposed designated staff of the responding firm (key personnel) committed to University and providing the services described in this solicitation.

1. Key Personnel: Identify key personnel that would be assigned to University and that will provide the services described in the Scope of Services. Include an organizational chart, which identifies key personnel and their particular roles in furnishing the services required under this solicitation. Describe how the team will be organized to deliver the services defined in this solicitation.
2. Provide brief resumes (not more than one (1) page) for each key personnel. The resumes must clearly specify the number of years the personnel have been providing the type of services as described in this solicitation.

Please include the following:

- a. A brief description of their unique qualifications, experience and education as it pertains to services of the type and kind required in this solicitation.
- b. Availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the services described in this solicitation.
- c. Personnel's job functions, role, percent of time to be assigned to this account and physical office location.
- d. Designate the individual, who is authorized to sign and enter into any resulting contract.
- e. Provide a list of similar accounts where they have provided services of the type and kind required in this solicitation and include detailed description of their particular role in the account and length of time on the account.
- f. Demonstrate ability to use creative, interactive and technological facilitation techniques including use of virtual tools and approaches, such as interactive real time surveys during outreach and engagement meetings.

4.5. Tab 3 – Proposed Approach & Methodology

This section should describe and discuss your proposed approach and methodology in providing the services of the type and kind required in this solicitation. By reading the proposed approach and methodology overview, University must be able to gain a comfortable grasp and clear understanding of the level of services to be provided and the methods proposed by the firm to provide them. A detailed explanation shall be included to understand how the services comply with the requirements of this solicitation.

1. Proposer shall respond to all requirements and questions noted in Section 1 – Project Overview and Scope of Services.
2. Proposer must provide an approach and methodology overview which consists of a detailed and comprehensive description of the requested services proposed in response to this solicitation.
3. Proposer shall provide a detailed implementation plan with projected start and end dates of completion for each task from delivery of service to University. List any required University resources or expectations needed in order to meet the proposed timeline.
4. Proposer shall identify key areas and elements of risk based on prior experience and shall describe strategies to identify and mitigate such risk early in the process.
5. Proposer may provide an alternative or adjustments to the methodology outlined in the Scope of Work in order to enhance University outcomes. Any alternative shall be clearly labeled “alternative approach” and may be considered at the sole discretion of the University. NOTE: Proposer must ensure that if an alternative approach is provided, that it is in addition to the required response to all other requirements in the solicitation. Failure by the proposer to only provide an alternative approach may result in the proposal being deemed non-responsive to the solicitation.
6. University Resources: List any required University resources or expectations needed in order to meet the proposed timeline. As part of this response, please clearly articulate how Proposer would work with the University Strategic Plan Working Groups.
7. Quality: identify the key metrics you propose to use to measure your performance in

delivering services of the type and kind required in this solicitation to University.

8. Customer Satisfaction: How do you measure and monitor customer satisfaction; describe the method used, frequency, and how results are reported?
9. Capabilities and Capacity: Proposer shall clearly define its in-house capability and capacity to perform the work identified in the Scope of Services of this solicitation. Your response must describe the various technologies, tools, methods, and technical expertise that you will provide to University and/or that will be used in the delivery of the services and how that will be of benefit in the delivery of services to University.
10. Proposer shall describe what unique or intellectual property (including specifically related to Higher Education and Tier 1 Research Universities) the Proposer typically uses for delivery of services similar to those requested in the Statement of Work

4.6. Tab 4 - Past Performance and References

This section should establish the ability of the respondent (and its sub-consultant), if any to satisfactorily perform the required work.

1. Provide contact information for the list of accounts noted in Tab 1 above, University may verify all information furnished.
2. Describe lessons learned from previous clients for services of the type and kind required in this solicitation that were not successful and what steps your firm has taken to effectively identify and mitigate from recurring.
3. Demonstrate the capability and successful past performance of the firm with respect to producing high quality services, maintaining good working relations for services of the required in this solicitation.
4. Provide a list of all prior higher education engagements in the last 3 years were terminated early and a clear explanation why.

4.7. Tab 5 – Price Proposal/ Group Purchasing Organizations “GPO”

1. Proposer shall respond to all requirements noted in Section 2 – Price Proposal.

2. Proposer to provide a description of any discounts offered to University.
3. Proposer to confirm hourly rates by job description and provide tiered level discount for the consideration by University in the assignment of future work. Any such assignment shall be at the sole discretion of University.
4. Proposer to confirm if the proposed award may be offered under a UT System approved GPO.

under the Agreement with University (if any).

5. Proposer shall provide a copy of current contingency plan or disaster recovery plan in the event of a disaster?
6. Proposer shall confirm if currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
7. Proposer shall confirm any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer shall explain.
8. Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer.

4.8. Tab 6 – Business Relationship Strength

1. Please describe your vision for a mutually successful engagement and relationship with the University.
2. Student Internship: Proposers are encouraged to describe if they envision using University students as part of their delivered service to support the application of relevant educational programs as aligned with real world work experience.

This disclosure is mandatory pursuant to [§231.006, Family Code](#), and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support.

Further disclosure of this information is governed by the Texas Public Information Act (ref. [Chapter 552, Government Code](#)), and other applicable law.

4.9. Tab 7 – Financial & Disclosure Requirements

1. Proposer shall provide a copy of its financial statements for the past two (2) years, if requested by University.
2. Proposer shall provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
3. Proposer shall confirm if they are currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer shall explain the expected impact, both in organizational and directional terms.
4. Proposer shall provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance

4.10. Tab 8 – Required Attachments

9. This section shall include all required Attachments noted in Section 6; any required attachments shall be completed, signed and submitted with Proposal.

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Section 5 – General Information

PROPOSERS 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. General University Information

The University of Texas at Austin is the largest academic component of The University of Texas System, a Tier One (1) research university, and home to more than 50,000 students and 24,000 faculty and staff members.

The University of Texas was established by the state legislature in 1881; by popular vote, the Main University was located at Austin and the Medical Branch at Galveston. The Austin campus was opened in September, 1883, with a faculty of 8 and a student body of 218. The central campus has grown from 40 to more than 360 acres, while the student body has increased to about 38,000 undergraduates and 12,000 graduate students. In 1967, with the creation of The University of Texas System, the name of the Main University was changed to The University of Texas at Austin.

Through teaching, research, and public service, the University's activities support its core purpose:

To transform lives for the benefit of society through the core values of learning, discovery, freedom, leadership, individual opportunity, and responsibility.

University students represent both the diverse population of the state and the full range of contemporary scholarship: an undergraduate may choose courses from more than 160 fields of study while pursuing any of more than 100 majors. Undergraduate study is supported by extensive mainframe and microcomputer/supercomputer facilities and by one of the largest academic libraries in the nation. Students also benefit from the broad range of scholarly and technical research conducted by the faculty and the research staff.

The City of Austin, with a population of about one (1) million, is a relaxed and cosmopolitan setting for the University. The city is home to respected professional communities in theatre, dance, art, and music offering a wide range of cultural events. Students may also take part in recreational activities made possible by the temperate climate and Austin's location in the Hill Country of central Texas.

The University is accredited by the Southern Association of Colleges and Schools and is one of three Southwestern members of the Association of American Universities.

Maps for The University of Texas at Austin Campus can be found at the following website:
<http://www.utexas.edu/maps/>

2. Overview

- 2.1. The University is seeking proposals from qualified firms in accordance with the Scope of Services noted above. Qualified respondents are invited to submit a written response outlining your qualifications and willingness to provide the services as described in the Scope of Services, and in accordance with the terms, conditions and requirements set forth in the Request for Proposal (RFP).
- 2.2. The successful proposer will provide the scope of services in accordance with all applicable laws, regulations and professional standards.
- 2.3. University reserves the right to make single, multiple or no award for the services described herein and as deemed in its own best interests.
- 2.4. University reserves the right to reject any or all proposals or to accept any proposals it considers most favorable to University, or to waive irregularities in the Request for Proposal (RFP) and submittal process. University further reserves the right to reject all proposals or submittals and terminate the solicitation process or seek new proposals when such procedure is reasonably in the best interest of University.
- 2.5. This RFP solicitation does not in any way obligate University to award a contract or pay any expense or cost incurred in the review and submission of proposals responding to this RFP.
- 2.6. All applicable attachments contained in the RFP shall be completed. Failure to do so may result in the firm's proposal or submittal being declared non-responsive to the solicitation requirements.
- 2.7. Information provided in response to the RFP is subject to the Texas Public Information Act and may be subject to public disclosure.
- 2.8. By submitting its proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of "most-qualified" and "best valued" firm(s) will require subjective judgments by the Evaluation Committee.
- 2.9. Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.

- 2.10. Any exceptions taken to the terms of the RFP must be specific, and the respondent must indicate clearly what alternative is being offered to allow University a meaningful opportunity to evaluate and rank proposals and implications of the exception (if any).
- 2.11. Where exceptions are taken, University shall determine the acceptability of the proposed exceptions. University may accept or reject the exceptions. Where exceptions are rejected, University may insist that the respondent furnish the services described herein or negotiate an acceptable alternative.
- 2.12. All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, University is under no obligation to accept any exceptions. Respondent shall be deemed to have accepted all terms and conditions to which no exceptions have been taken.
- 2.13. The RFP provides information necessary to prepare and submit proposals or responses for consideration by University based on the listed criteria. University may request additional clarification and oral interviews solely on the written responses to this request for proposals.

3. Historically Underutilized Businesses

- 3.1. All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (“HUBs”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any Work, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this Section 2.8 will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the Proposer is subject to review by University to ensure compliance with the HUB program.

- 3.2. University has reviewed this RFP in accordance with 34 TAC §20.285, and has determined that subcontracting opportunities are probable under this RFP.]
- 3.3. A HUB Subcontracting Plan (HSP) is a required part of the proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses, attached as APPENDIX THREE.

Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including APPENDIX THREE. Proposers that fail to submit the HSP will be considered non-responsive to this RFP as required by §2161.252, Government Code.

Questions regarding the HSP may be directed to the contact listed on page 1 of the RFP.

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a new HSP in accordance with the terms of APPENDIX THREE, setting forth all modifications requested by Contractor, (2) Contractor provides the modified HSP to University, (3) University approves the modified HSP in writing, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified HSP.

- 3.4. At the same time Proposer submits its proposal (no later than the Submittal Deadline (ref. Section 2.1)), Proposer must submit the following HUB materials (“HUB Materials”):

One (1) complete original electronic copy of Proposer’s HSP in a single .pdf file.

Proposer’s HUB Materials must be delivered as a separate file as part of the electronic submittal process properly labeled “HUB Subcontracting Plan.”

Any proposal submitted in response to this RFP that is not accompanied by the separate HUB Materials meeting the above requirements may be rejected by University and deemed as non-responsive due to material failure to comply with advertised specifications.

University will open Proposer’s HUB Materials prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit the HSP will result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

Note: The requirement that Proposer provide the HSP under this Section 2.8.4 is separate from and does not affect Proposer's obligation to provide University with the number of copies of its proposal specified in Section 3.1.

3.5. University will offer Proposer an opportunity to seek informal review of its draft HSP by University's HUB Office before the Submittal Deadline. Details will be provided at the Pre-Proposal Conference (ref. Section 2.4). If a Pre-Proposal Conference will not be held, Proposer may contact University's HUB office directly to request an appointment. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer's draft HSP by University will not constitute formal approval of the HSP, and will not eliminate the need for Proposer to submit its final HSP to University as instructed by Section 2.8.

4. Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[552.101](#), [552.104](#), [552.110](#), [552.113](#), and [552.131](#), *Government Code*.

5. University Contact

Any questions or concerns regarding this Request for Proposal shall be directed to the Procurement Officer listed on the cover page. University specifically requests that proposer restrict all contact and questions regarding this RFP to the Procurement Officer. The Procurement Officer must receive all questions or concerns no later than the date and time listed in the Solicitation Schedule.

Questions specific to the Historically Underutilized Businesses (HUB) or Small Business (SB) programs shall be directed to the HUB/SB Program Office as noted on page 1 of the solicitation

6. Questions, Inquiries and Interpretations

Responses to questions or inquiries, which directly affect an interpretation or change to this RFP, will be issued in writing by addendum (amendment) and all addenda will be posted on

the Formal Bid Opportunities website (see page 1). All such addenda issued by University prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be required to consider and by submitting a response to the RFP, acknowledges receipt and understanding of all addenda in their proposal.

Questions submitted will be answered at the sole discretion of the University, who reserves the right to decline to respond to any question.

Only those University replies to inquiries, which are made by formal written addenda, shall be binding. Oral and other interpretations or clarification will be without legal effect.

Any interested party that receives this RFP by means other than directly from University Formal Bid Opportunities website is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone and facsimile (FAX) numbers, and email address, to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to that party.

7. Pre-Proposal Meeting

The purpose of the meeting is to briefly describe the procurement process and specifications while allowing interested firms to ask general questions. Nothing said in the pre-proposal meeting shall be binding to University; any changes to the requirements of this RFP shall be made by way of written solicitation amendment.

The pre-proposal conference meeting will be held as indicated in the Solicitation Schedule above. Attendance at this conference is not required but is strongly encouraged. Any questions in connection with this RFP will need be submitted in writing via email to the Procurement Contracting Officer of Record (see page 1).

Proposers who may not have the capability to participate remotely are encouraged to submit questions in writing by the Deadline for Questions as noted in the Solicitation Schedule (see Page 2)

8. Commitment

Proposer understands and agrees that this RFP and any resulting Agreement is issued predicated on anticipated requirements for the materials or services described herein and that University has made no representation, guarantee or commitment with respect to any specific quantity of or dollar value to be furnished under any resulting Agreement. Further Proposer recognizes and understands that any cost borne by the Proposer, which arises from Proposer's performance under any resulting agreement, shall be at the sole risk and responsibility of Proposer.

9. Acquisition from Other Sources

University reserves the right and may, from time to time as required by University's operational needs, acquire services of equal type and kind from other sources during the term of the agreement without invalidating in whole

or in part, the agreement or any rights or remedies University may have hereunder.

10. Obligation and Waivers

THIS RFP IS A SOLICITATION FOR PROPOSAL AND IS NOT A CONTRACT OR AN OFFER TO CONTRACT.

A PROPERLY COMPLETED VENDOR APPLICATION IS REQUIRED AND IS A CONDITION OF CONTRACT AWARD.

THIS REQUEST FOR PROPOSAL DOES NOT OBLIGATE UNIVERSITY TO AWARD A CONTRACT OR PAY ANY COSTS INCURRED BY THE PROPOSER IN THE PREPARATION AND SUBMITTAL OF A PROPOSAL.

UNIVERSITY, IN ITS SOLE DISCRETION, RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL AND/OR REJECT ANY AND ALL PROPOSALS OR A PART OF A PROPOSAL, WITHOUT REASON OR CAUSE, SUBMITTED IN RESPONSE TO THIS SOLICITATION.

UNIVERSITY RESERVES THE RIGHT TO REJECT ANY NON-RESPONSIVE OR CONDITIONAL PROPOSAL. UNIVERSITY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES, IRREGULARITIES AND/OR TECHNICALITIES IN THIS SOLICITATION, THE PROPOSAL DOCUMENTS AND / OR PROPOSALS RECEIVED OR SUBMITTED.

BY SUBMITTING A PROPOSAL, PROPOSER AGREES TO WAIVE ANY CLAIM IT HAS, OR MAY HAVE, AGAINST UNIVERSITY AND ITS BOARD OF REGENTS OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION OR RECOMMENDATIONS OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

UNIVERSITY RESERVES THE RIGHT TO WITHDRAW THIS SOLICITATION AT ANY TIME FOR ANY REASON; REMOVE ANY SCOPE COMPONENT FOR ANY REASON AND TO ISSUE SUCH CLARIFICATIONS, MODIFICATIONS AND/OR AMENDMENTS AS DEEMED APPROPRIATE.

UNIVERSITY RESERVES THE RIGHT TO NEGOTIATE TERMS AND CONDITIONS INCLUDING SCOPE, STAFFING LEVELS, AND FEES WITH THE HIGHEST RANKED RESPONDER OFFERING THE BEST VALUE. IF AGREEMENT CANNOT BE REACHED WITH THE HIGHEST RANKED RESPONDER, UNIVERSITY RESERVES THE RIGHT TO NEGOTIATE WITH THE NEXT HIGHEST RANKED RESPONDER AND SO ON UNTIL AGREEMENT IS REACHED. WHEN AN AGREEMENT IS REACHED, UNIVERSITY WILL SUBMIT ITS RECOMMENDATIONS TO THE ADMINISTRATION FOR APPROVAL AND AWARD OF THE CONTRACT.

UNIVERSITY IS AN EQUAL OPPORTUNITY/EDUCATIONAL INSTITUTION, WHICH DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, PREGNANCY, AGE, DISABILITY, CITIZENSHIP, VETERAN STATUS AND GENETIC INFORMATION.

11. Contract Award

Award of a contract, if awarded, will be made to the proposer who (a) submits a responsive proposal; (b) is a responsible proposer; and (c) offers the best value to University, price and other factors considered.

A responsive proposal and a responsible proposer are those that meet the requirements of and are as described in this solicitation. University may award a contract, based on initial proposals received, without discussion of such proposals. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical standpoint, which the proposer can submit to University. Except as otherwise may be set forth in this solicitation, University reserves the right to waive any informalities, non-material errors, technicalities, or irregularities in the proposal documents submitted and consider the proposal for award.

12. Award Authority

This Procurement, any award under this procurement, and the resulting contract, if any, is subject to approval by UT System Board of Regents, in accordance with University delegation of authority. Subsequent to Board of Regent approval, the only person authorized to commit University contractually is the President or designee. This solicitation is a request for proposals and neither this solicitation nor the response or proposal from any prospective proposer shall create a contractual relationship that would bind University until such time as both University and the selected proposer sign a legally binding contract, which includes, without limitation, the terms required by University as set forth in the Scope of Services and this RFP.

13. Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form that (i) includes terms and conditions substantially similar to the terms and conditions set forth in Attachment 2, and (ii) is otherwise acceptable to University in all respects.

14. Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. Section 2.8.) Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting

negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer's best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

15. Proposer's Acceptance of RFP Terms

Proposer (1) accepts [a] Proposal Evaluation Process (ref. Section 1.5 of APPENDIX ONE), [b] Criteria for Selection (ref. Section 2.3), [c] Specifications and Additional Questions (ref. Section 5), [d] terms and conditions of the Agreement (ref. APPENDIX TWO), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.

16. Postponement of Proposals Due Date/Time:

Notwithstanding the date/time for receipt of proposals established in this solicitation, the date and time established herein for receiving proposals may be postponed solely at University's discretion.

17. Oral Presentations:

During the process of selecting a company to provide the required services, oral presentations may or may not be held. Each proposer should be prepared to make a presentation to University. The presentations must show that the proposer

clearly understands the requirements of the solicitation, and has a strategic plan and approach to complete the work.

18. Price Proposal

University will not recognize or accept any charges or fees to perform Work that are not specifically stated in the Price Proposal.

19. Prime Contractor/Contracts for Services:

The prime contractor must perform a minimum of 30% of any contract for services with its labor force and or demonstrate management of the contract for services to the satisfaction of University.

20. Appropriated Funds:

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. University shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the University for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, University reserves the right to terminate the resulting contract by giving the selected contractor a thirty (30) day written notice of its intention terminate without penalty or any further obligations on the part of University or the contractor. Upon termination of the contract University shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. University fiscal year begins on September 1 and ends on August 31.

21. Ethics Conduct:

Any direct or indirect actions taken to unduly influence competitive purposes, to circumvent equal consideration for competitive proposers, or to disregard ethical and legal trade practices will disqualify vendors and contractors from current and future consideration for participation in University orders and contracts.

22. No Third-Party Rights:

The resulting contract shall be made for the sole benefit of University and the contractor and their respective successors and permitted assigns. Nothing in the resulting contract shall create or be deemed to create a relationship between the Parties to the contract and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

23. Withdrawal or Modification:

No proposal may be changed, amended, modified by telegram or otherwise, after the same has been submitted or filed in response to this solicitation, except for obvious errors in extension. However, a proposal may be withdrawn

and resubmitted any time prior to the time set for receipt of proposals. No proposal may be withdrawn after the submittal deadline without approval by University, which shall be based on Respondent's submittal, in writing, of a reason acceptable to University.

24. Validity Period:

Proposals are to be valid for University acceptance for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays. Proposals, if accepted, shall remain valid for the life of the Agreement.

25. Terms and Conditions:

Proposer must comply with the requirements and specifications contained in this RFP, including the Terms and Conditions (ref. Attachment 2). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence: 1) University Terms and Conditions, 2) University referenced solicitation including all amendments issued by University, 3) the RFP response as accepted and awarded by University.

Proposer may offer for University's consideration alternate provisions to the Terms and Conditions. Alternates proposed must refer to the specific article(s) or section(s) concerned. General exceptions such as "company standard sales terms apply" or "will negotiate" are not acceptable.

Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

Proposer's silence as to the terms and conditions shall be construed as an Indication of complete acceptance of these conditions as written.

The University shall not agree to any exceptions taken to the following terms and conditions for use of a proposed solution under the resulting contract:

- 25.1. Arbitration;
- 25.2. Limit of Liability;
- 25.3. Indemnification by University;
- 25.4. Waiver of class action by University;
- 25.5. Agree to personal jurisdiction or subject matter jurisdiction;
- 25.6. Any law other than Texas law;
- 25.7. Use of University Logos, except with written permission;

- 25.8. Cannot monetize or sell any data;
- 25.9. Mediation; and
- 25.10. Waiver of trial by jury.

26. Submission Waiver:

By submitting a response to this Solicitation, the Offeror or respondent agrees to waive any claim it has or may have against Houston Community College System and its trustees, employees or agents arising out of or in connection with (1) the Administration, evaluation or recommendation of any offer or response; (2) any requirements under the solicitation, the solicitation or response package or related documents; (3) the rejection of any offer or any response or any part of any offer or response; and/or (4) the award of a contract, if any.

27. Indemnification:

Contractor shall indemnify, pay for the defense of, and hold harmless the College and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Contractor's negligence, recklessness, or willful acts and/or omission in rendering any services hereunder. Contractor shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, Workers' Compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Contractor or any employee and shall further indemnify, pay for the defense of, and hold harmless the College of and from any such payment or liability arising out of or in any manner connected with Contractor's performance under this Agreement.

28. Payment Terms

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent's banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent's banking information. Changes to Respondent's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

29. Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[51.9335](#), [73.115](#), and [74.008](#), *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (**UT System**), which is comprised of fourteen institutions described at <http://www.utsystem.edu/institutions>. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this RFP could give rise to

additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that consider the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

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Section 6 – Attachments

1. Execution of Offer (required)
2. Services Agreement which is located at: <https://utexas.app.box.com/v/business-svcs-agrmnt> You must indicate if you have taken any exceptions to any terms and conditions of the Services Agreement.
3. HUB Determination and Hub Subcontracting Plan (required)

ATTACHMENT 1 – EXECUTION OF OFFER

RFP Title: **Communications Specialist**

RFP Number: **721-2203**

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER'S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

1. **Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
 - 1.1.1. Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
 - 1.1.2. This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
 - 1.1.3. Proposer is a reputable company that is lawfully and regularly engaged in providing Work.
 - 1.1.4. Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.
 - 1.1.5. Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of Work.
 - 1.1.6. Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in **Attachment 2** under which Proposer will be required to operate.
 - 1.1.7. Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 1.1.8. Proposer will maintain any insurance coverage required by the Agreement during the entire term.
 - 1.1.9. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
 - 1.1.10. PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
 - 1.1.11. Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
 - 1.1.12. Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
 - 1.1.13. Pursuant to Chapter 2271, *Government Code*, Proposer certifies Proposer (a) does not currently boycott Israel; and (b) will not boycott Israel during the Term of the Agreement. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 1.1.14. Pursuant to Subchapter F, Chapter 2252, *Government Code*, Proposer certifies Proposer is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
 - 1.1.15. **Cybersecurity Training Program.** Pursuant to Section 2054.5192, *Texas Government Code*, Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* and selected by the University. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Contractor shall verify completion of the program to the University.
 - 1.1.16. **New** [Subchapter F, Chapter 2252, Government Code](#) will require UT institutions to implement a process to compare Proposer names to the various lists designated in Section 2252.152, *Government Code*, before execution of Agreement.

2. **No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend 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 its proposal. Failure to sign this [Execution of Offer](#), or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.
3. **Tax Certification.** Proposer is not currently delinquent in the payment of any taxes due under [Chapter 171, Tax Code](#), or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.
4. **Antitrust Certification.** Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in [§15.01 et seq., Business and Commerce Code](#), or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
5. **Authority Certification.** The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.
6. **Child Support Certification.** Under [§231.006, Family Code](#), relating to child support, the individual or business entity named in Proposer's proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.
7. **Relationship Certifications.**
 - 7.1. No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.
 - 7.2. Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.
 - 7.3. No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. [§669.003, Government Code](#)).
 - 7.4. All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.
8. **Compliance with Equal Employment Opportunity Laws.** Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
9. **Compliance with Safety Standards.** All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law ([Public Law 91-596](#)) and the *Texas Hazard Communication Act*, [Chapter 502, Health and Safety Code](#), and all related regulations in effect or proposed as of the date of this RFP.
10. **Exceptions to Certifications.** Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this [Execution of Offer](#). All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.
11. **Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§361.965\(c\), Health & Safety Code](#), Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in [Chapter 361, Subchapter Y, Health & Safety Code](#), and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in [30 TAC Chapter 328. §361.952\(2\), Health & Safety Code](#), states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
12. **Conflict of Interest Certification.**
 - 12.1. Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.

- 12.2. Proposer's provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
- 12.3. Proposer has disclosed any personnel who are related to any current or former employees of University.
- 12.4. Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

13. Proposer Certification.

13.1. In compliance with the requirements of this Request for Proposal for providing services as defined in the solicitation, the undersigned hereby proposes to furnish all necessary resources required to perform the services in accordance with the Technical & Price Proposal dated _____ and as mutually agreed upon by subsequent negotiations, if any.

13.2. The undersigned certifies that he/she has read, understands, and agrees to be bound by the requirements and terms and conditions and any and all amendments issued by University and made a part of this solicitation as set forth or referenced in this solicitation. The undersigned understands and agrees that any award resulting from this offer will be made in the form of a University Contract and will have the following order of precedence: 1) University Terms and Conditions, 2) University referenced solicitation including all amendments issued by University, 3) the RFP response as accepted and awarded by University. The undersigned further certifies that he/she is legally authorized to make the statements and representations in its response to this solicitation and that said statements and representations are true and accurate to the best of his/her knowledge. The undersigned understands and agrees that when evaluating proposals and making an award decision, University relies on the truth and accuracy of the statements and representations presented in the proposal response. Accordingly, University has the right to suspend or debar the undersigned from its procurement process and/or terminate any contract award that may have resulted from this solicitation if University determines that any statements or representations made were not true and accurate.

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER §§552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

Proposer Company Name	
Proposer Company Address	
Federal Employer Identification Number	
Duly Authorized Representative Name	
Duly Authorized Representative Email Address	
Telephone Number	
Signature of Duly Authorized Representative	
Date Signed	
Comment	

Balance of page intentionally left blank.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY		
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.				
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
5 Check only if there is no Interested Party. <input type="checkbox"/>				
6 UNSWORN DECLARATION				
My name is _____ and my date of birth is _____.				
My address _____ (street) (city) (state) (zip code) (country)				
I declare under penalty of perjury that the foregoing is true and correct.				
Executed in _____ County, State of _____, on the _____ day of _____, 20____.				
(month) (year)				
_____ Signature of authorized agent of contracting business entity (Declarant)				
ADD ADDITIONAL PAGES AS NECESSARY				



The University of Texas at Austin

Procurement and Payment Services
Historically Underutilized Business Program
1616 Guadalupe St. | UTA 2.508, D8750 | Austin, TX 78701
Phone: (512) 471-2851 Fax: (512) 471-8412

HSP Determination Form

Date: 4.2.21

RE: Strategic Planning Solicitation

The University of Texas at Austin has reviewed this procurement solicitation in accordance with Chapter 1, Texas Administrative Code, Section 2161.252 and has determined that subcontracting opportunities (**select one of the following options**):

 are NOT PROBABLE under this solicitation. Accordingly, a HUB Subcontracting Plan is NOT REQUIRED.

 x are PROBABLE under this solicitation. Accordingly, a HUB Subcontracting Plan is REQUIRED.

If PROBABLE, provide information for section entitled, "Agency Special Instructions/Additional Requirements" on the HSP form:

26 percent for other Services

There is ample opportunity for subcontracting with HUB consultants to assist the prime with developing the strategic plan and identifying opportunities to enhance & innovate service deliveries to campus stakeholders.

DocuSigned by:

Tiffany Dockery Gibson

12BE0B86124E4E3

Tiffany Dockery Gibson, Director
Historically Underutilized Business/Small Business Program Office

Date 2021-04-02 | 12:30:55 PDT



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

- ▶ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- ▶ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- ▶ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- ▶ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

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



HUB Subcontracting Plan (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

HUB Subcontracting Goal 26% for Other Services

Proposer must submit (2) originals of the HSP to the University at the same time it submits its proposal to the University. The originals of the HSP must be submitted under separate cover (mailed independently) and in separate envelopes (the "HSP Envelope.")

If Proposer's submitted HSP refers to specific page(s)/Section(s) of the Proposer's proposal that explain how Proposer will perform entire contract with its own equipment, supplies, materials, or employees, Proposer must include copies of those pages in the HSP Envelope. Failure to do so will slow the evaluation process and may result in DISQUALIFICATION.

If Proposer has any questions regarding the HSP Requirements, contact the University's HUB/SB Program Office at uthub-hsp@austin.utexas.edu, 512-471-2851. HSP cursory reviews are done by appointment only.

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)
- *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

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

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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

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

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

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

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

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

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
-----------	--------------	-------	-------------------------------------

Reminder:

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

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

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

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		- Yes - No
		- Yes - No

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

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

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

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

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

