****

**SECTION 1 – PROJECT:**

1.1 The University desires to enter into a non-exclusive Contract with one or more qualified, capable and experienced firm(s) to provide the described Work more specifically described in Section 2 (Scope of Work).

1.2 The length of such Contract shall be year(s) from Contract execution or date set forth in the Contract, whichever is later, with options to renew in one-year increments for additional year(s) if both parties agree in writing. If the University and the "best value" successful Respondent(s) are unable to sign, negotiate and execute a Contract, the University reserves the right to seek alternative Respondent(s) to make an award.

1.3 GROUP PURCHASING AUTHORITY– Texas law authorizes Institutions of Higher education (defined by Section 61.003, *Education Code*) to use the group purchasing procurement method (ref. Sections 51.9335 *Education Code*). Institutions of Higher Education may enter into a Contract with the successful Respondent(s) for the purchase of the services described herein based on the terms, conditions, and prices, offered by the successful Respondent for the duration of any Agreement or Contractual arrangement resulting from this Solicitation. These State Agencies and Institutions of Higher Education will issue their own purchase orders, directly receive goods or services at their place of business, and be directly billed by the successful Respondent.

**SECTION 2 – SCOPE OF WORK**

2.1 **Scope of work**

2.2 **Proposal Components**

The following documents are required as part of your proposal response. Failure to provide these documents will be basis for response disqualification.

Signed Execution of Offer

HUB Subcontracting Plan (only if applicable)

Proposal Requirements

Pricing Proposal

All electronic documents must be in either Microsoft Office software or Adobe portable Document (PDF) format. All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif.

**Only Proposals submitted through the electronic bidding system will be reviewed.**

2.3 **Inquiries and Interpretations**

a. Responses to inquiries, which directly affect an interpretation or change to this RFP will be posted on the Q & A portion of the solicitation.

2.4 **Voluntary Product Accessibility Templates (VPAT)**

The successful Respondent will be required to provide a Voluntary Product Accessibility Templates (VPAT), Information Technology Industry Council (ITIC) and General Services Administration (GSA), that describes compliance with Section 508.

**SECTION 3 – PRE-PROPOSAL CONFERENCE**

**OPTIONAL [MANDATORY]** PRE-PROPOSAL CONFERENCE: An optional non-mandatory pre-proposal conference will be held at the time and location described below. Failure to attend shall not excuse any Respondent from the requirements of this Solicitation or any formal issued addenda that resulted from this conference. **[for mandatory add the statement: Failure to attend the MANDATORY pre-proposal conferences will result in the rejection of your Proposal.]**

**SECTION 4 – SELECTION CRITERIA**

4.1 General Selection Criteria: The Respondent(s) selected for award of any Agreement or Contractual arrangement resulting from this Solicitation will be the Respondent(s) whose Proposal is judged most advantageous and the **Best Value** to the University. The University is not bound to accept the lowest priced Proposal if that Proposal is not in the best interest of the University, as determined solely by the University.

Criteria upon which Proposals will be evaluated are the following:

Qualifications and References %

??% Respondent's Ability to Provide Services

??% Respondent's Past Performance on Representative Projects

??% Respondent's Methodology Including Technical Approach and Understanding of the Scope of Work

??% Project Specific Information

**Above percentages must equal 100%**

Pricing and Delivery Proposal %

4.2 Authorized Signature: The Proposal must be completed and signed in the firm's name or corporate name of the Respondent, and **must be properly and fully executed and signed by an authorized representative of the Respondent who has the authority to obligate the Firm in the event of an award.**

4.3 SELECTION PROCESS – Texas State will base its choice on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and if other considerations are equal, may give preference to a respondent whose principal place of business is in the state or who will manage the consulting contract wholly from an office in the state.

* The RESPONDENT selected will be the one who's experience and qualifications, as presented in response to this RFP, establish them, in the opinion of Texas State, as well qualified and offering the greatest benefits, experience and value to Texas State.
* Texas State may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should Texas State determine in its sole discretion that only one RESPONDENT is fully qualified, or that one vendor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that RESPONDENT.
* The award document will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the RESPONDENT's proposal as negotiated.
* Submission of proposals indicates RESPONDENT's acceptance of the evaluation techniques and the recognition that subjective judgments must be made by Texas State during the evaluation process.
* The selection of the successful proposal may be made by Texas State on the basis of the proposals initially submitted, without discussion, clarification, or modification. In the alternative, selection of the successful proposal may be made by Texas State on the basis of negotiation with any of the RESPONDENTS. Texas State shall not disclose any information derived from the proposals submitted by competing RESPONDENTs in conducting such discussions.
* All proposals must be complete and convey all of the information requested to be considered responsive. If a proposal fails to conform to the essential requirements of the RFP, Texas State alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable, and therefore a candidate for further consideration, or not susceptible and therefore not considered for award.
* Texas State reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.
* Texas State reserves the right to accept or reject any, part or all offers, to waive informalities and technicalities, to accept the offer considered most advantageous, award to multiple RESPONDENTs, or to make the award to the most responsive RESPONDENT.

**SECTION 5 - QUALIFICATIONS**

Do not include any pricing information in any of your responses to the criterion below. The pricing and delivery proposal must be separate from the qualification responses.

**INCLUDING ANY PRICING INFORMATION IN YOUR QUALIFICATIONS PACKAGE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.**

Address the following questions and upload your proposal.

5.1 CRITERION ONE: RESPONDENT’S ABILITY TO PROVIDE THE SERVICES:

5.1.1 Provide the following information on your firm for the past **five** (5) fiscal years:

5.1.1.1 Revenues

Annual revenue totals and percent change per year

5.1.2 Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact in both organization and company direction.

5.1.3 Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the University.

5.1.4 Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.

5.1.5 Does any relationship exist by relative, business associate, capital-funding agreement, or any other such kinship between your firm and any University employee, officer or Regent? If so, please explain.

5.2 CRITERION TWO: RESPONDENT’S PAST PERFORMANCE ON REPRESENTATIVE PROJECTS:

References shall be considered relevant based on specific project participation and experience with the Respondent. The University may contact references during any part of this process. The University reserves the right to contact any other references at any time during the Solicitation process.

5.2.1 Identify and describe past experience for providing services that are MOST RELATED TO THIS PROJECT within the last five (5) years. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed (Maximum of 5 Projects):

5.2.1.1 Project name, location, and description

5.2.2 References (for each project listed above, identify the following):

5.2.2.1 The Owner’s name and representative who served as the day-to-day liaison during the project, including telephone number and/or email address

5.2.2.2 Length of business relationship with the Owner

5.2.2.3 Provide reference letters from three (3) Owners identified in Sections 5.2.1 that describe your response to and performance on services

5.3 CRITERION THREE: Respondent's Methodology Including Technical Approach and Understanding of the Scope of Work:

5.3.1 Provide a brief statement of the service approach for each of the required services identified in Section 2 and any unique benefits the University will gain from contracting with successful Respondents' firm.

5.3.2 Describe how your company will address any noted deficiencies in the service performance and your problem escalation policy.

5.4 CRITERION FOUR: PROJECT SPECIFIC INFORMATION: **CHANGE ACCORDING TO PROJECT**

5.4.1

5.4.2

5.4.3 Quality control processes

5.4.4 Condition and types of equipment for use

5.4.5 Provide an organizational chart and a brief résumé for each of the proposed key personnel, focusing on relevant experience, and list the assigned function of each key person as it relates to this RFP. Provide information related to previous projects. Also include a statement describing the firm’s commitment of the individuals proposed to perform the requested services. List any state or national professional organizations the firm is a member of or actively involved with.

**SECTION 6 – SCHEDULE OF PROPOSAL PROCESS**

The University wishes to adhere to the following schedule:

**DATE: ACTION:**

? ? , 2016: Deadline for submission of questions and/or clarifications regarding RFP. All questions must be received by XX:XX am/p.m. Central Standard/Daylight Time in order to be considered.

? ? , 2016: Mandatory/Non-mandatory pre-submittal conference/site visit

? ? , 2016: Written responses received by the University on or before XX:XX am/p.m. Central Standard/Daylight Time.

? ? , 2016: Clarification of responses, negotiations, and/or demonstrations/presentations (if necessary)

? ? , 2016: Request for “Best and Final Offer” (BAFO) (if necessary)

? ? , 2016: Notification of successful Respondent(s) contingent upon execution of contract.

? ? , 2016: Recommend of Award and approval to enter into Contract(s).

? ? , 2016: Contract(s) executed.

? ? , 2016: Work to begin

NOTE: This schedule may be modified or changed at the sole discretion of the University, if it is determined to be in the University’s best interests to do so.

**SECTION 7 – INSURANCE REQUIREMENTS**

7 REQUIRED NOTICES INSURANCE COVERAGE:

INSERT TYPE AND AMOUNTS OF INSURANCE AS REQUIRED OR DELETE IF INSURANCE NOT REQUIRED

7.1.1 Insurance:  During the term of any Agreement or Contractual arrangement resulting from this Solicitation, the successful Respondent(s) agrees to procure and maintain, at its expense:

7.1.2 Workers’ Compensation Insurance coverage for each of the successful Respondent’s employees employed on this project.  The successful Respondent(s) must meet the statutory requirements of the Tex. Lab. Code, 401.011(44); and

7.1.3 Contractor's Public Liability and Property Damage Insurance limits of not less than:

Bodily Injuries (including accidental death) $500,000

Per Occurrence $500,000

Property Damage $300,000

7.1.4 Owner's Protective Liability Insurance limits of not less than:

Bodily Injuries (including accidental death) $500,000

Per Occurrence $500,000

Property Damage $300,000

7.1.5 Commercial Automobile Liability Insurance Limits, covering all owned, non-owned or hired automobiles of not less than:

Bodily Injuries (including accidental death) $500,000

Per Occurrence $500,000

Property Damage $300,000

Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the University.

Policies must include the following clauses, as applicable:

This insurance shall not be canceled, materially changed, or non-renewed until after thirty-days prior written notice has been given to the University.

It is agreed that the successful Respondent’s insurance shall be deemed primary with respect to any insurance or self-insurance carried by the University for liability arising out of operations under the any Agreement or Contractual arrangement resulting from this Solicitation with the University.

The Board of Regents of The Texas State University System; their respective affiliated enterprises, officers, directors, employees, representatives; and agents will be named as additional insureds under the policy and provide The Board of Regents of The Texas State University System; their respective affiliated enterprises, officers, directors, employees, representatives, and agents with a waiver of subrogation.

The workers’ compensation and employers’ liability policy will provide a waiver of subrogation in favor of the University.

Without limiting any of the other obligations or liabilities of the successful Respondent, the successful Respondent(s) shall require each Subcontractor performing work under any Agreement or Contractual arrangement resulting from this Solicitation, at the Subcontractor's own expense, to maintain during the term of any Agreement or Contractual arrangement resulting from this Solicitation, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, the successful Respondent(s) may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. The successful Respondent's certificate of insurance shall note in such event that the Subcontractors are included as additional insureds and that the successful Respondent(s) agrees to provide Workers’ Compensation for the Subcontractors and their Employees. The successful Respondent(s) shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. The successful Respondent(s) must retain the certificates of insurance for the duration of any Agreement or Contractual arrangement resulting from this Solicitation plus five years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. The University shall be entitled, upon request and without expense, to receive copies of these certificates.

**SECTION 8 – HUB SUBCONTRACTING REQUITEMENTS**

IF NO HSP IS REQUIRED, DELETE 8.1.2 THROUGH 8.1.4 AND CHANGE 8.1.1

8.1 HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS: All agencies of the State of Texas are required to make a "good faith effort" to assist Historically Underutilized Businesses (each a “**HUB**”) in receiving their fair share of Contract or Subcontract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. If under the terms of any Agreement or Contractual arrangement resulting from this Solicitation, Respondent subcontracts any of the Services then, Respondent must make a good faith effort attempt to utilize HUBs certified by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts (TPASS).

Proposals that fail to comply with the subcontracting requirements contained in this Solicitation will constitute a **material failure to comply with advertised Specifications** and will be rejected by the 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 Solicitation. Respondent acknowledges that, if selected by the University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all Agreements or Contractual arrangements resulting from this Solicitation. Furthermore, any subcontracting of the Services by the successful Respondent(s) is subject to review by the University to ensure compliance with the HUB program requirements.

If the University determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan (HSP) is a required element of the response to this Solicitation. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Proposal as noted above.

8.1.1 STATEMENT OF PROBABILITY: The University has determined that subcontracting opportunities **ARE** probable in connection with this Procurement Solicitation. Therefore, a HUB Subcontracting Plan (HSP) **is required** as a part of the Respondent's Proposal. The Respondent shall develop and administer a HSP as a part of the Respondent's Proposals.

IF NO HSP IS REQUIRED, USE THIS STATEMENT FOR 8.1.1

STATEMENT OF PROBABILITY: The University has determined that subcontracting opportunities are NOT probable in connection with this Procurement Solicitation. Therefore, a HUB Subcontracting Plan (HSP) is NOT required as a part of the Respondent's Proposal.

8.1.1.1 Each Respondent must complete and return the HSP in accordance with the terms and conditions of this Solicitation. Respondents that fail to do so will be considered non-responsive to this Solicitation in accordance with Section 2161.252, Government Code.

Please note that there are mandated subcontracting opportunity notifications that must be sent and documented, as specified on the HSP form, referenced below, prior to the scheduled response submittal deadline. All potential Respondents are urged to familiarize themselves with the HUB “good faith effort (GFE)” requirements for developing, documenting and submitting an HSP with a response to this Solicitation.

8.1.2 The HSP shall consist of completed forms prescribed by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/> and shall include the following:

a.) certification that Respondent has made a good faith effort to meet the requirements;

b.) identification of the Subcontractors that will be used during the course of the contract;

c.) the expected percentage of work to be subcontracted; and

d.) the approximate dollar value of that percentage of work.

8.1.2.1 A Respondent may not alter or modify their HSP after the Proposal submittal deadline has passed. The Respondent may be requested by the University to furnish supporting or additional documentation to demonstrate their “good faith effort” in the preparation of the HSP. Failure to furnish the requested information timely may cause a Proposal to be rejected for “non-responsiveness”.

8.1.2.2 Upon execution of the contract, the Successful Respondent(s) will not be permitted to change its HSP unless:

a.) a newly modified version of the HSP that sets forth all changes requested is completed by successful Respondent(s),

b.) successful Respondent provides the University with such a modified version of the HSP, with supporting "Good Faith Effort" documentation,

c.) University approves the modified HSP in writing, and

d.) all Agreements or Contractual arrangements resulting from this Solicitation are amended in writing by University and successful Respondent(s) to conform to the modified HSP.

8.1.3 Properly submitted HSPs will not be returned to Respondents.

8.1.4 Respondents’ HSPs will be reviewed for completeness and compliance prior to evaluations of the Proposals. For disqualified HSPs, the Proposal will be returned to the submitting Respondent after the selection and negotiation of the successful Respondent(s).

8.1.5 The Statewide HUB goals per TAC 20.13 are: 11.2 % for heavy construction other than building contracts; 21.1% for all building construction, including general contractors and operative builders contracts; 32.9 % for all special trade construction contracts; 23.7 % for professional services; 26 % for all other services contracts; and 21.1 % for commodities contracts.

8.1.6 For information regarding the proper preparation of the HSP or any aspect of the University’s HUB Outreach Program, contact:

Ms. Judi Nicholson

Assistant Director Procurement and Strategic Sourcing

512-245-2521 (voice)

512-245-2393 (fax)

[hub@txstate.edu](mailto:hub@txstate.edu)