



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030
NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP NUMBER
FOOD TRUCK-18

PROPOSAL MUST BE RECEIVED BEFORE:
5:00PM, MONDAY, MAY 21, 2018

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Property Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
Procurement and Property Services
2124 Wilson Drive
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

NOTE: PROPOSAL must be time stamped at **Stephen F. Austin State University Procurement and Property Services** before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:

Rebecca Galatas
Stephen F. Austin State University
Procurement and Property Services
936-468-4584
email: galatasrs@sfasu.edu

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #FOOD TRUCK-18**

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SECTION 1 INTRODUCTION

1.1 SCOPE OF PROPOSAL

- 1.1.1 Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from qualified respondents to provide a customized Mobile Food Truck equipped with restaurant grade equipment with an optimal design layout to support courses in SFA’s School of Human Science. The project will involve schematic design, equipment selection, installation/build, training and warranties on specific vehicle/equipment and at a minimum in accordance with Section 2, Statement of Work, and other Terms and Conditions.

1.2 CONTRACT TERM

The Term of the Agreement shall begin after award as mutually agreed and upon executed agreement. The services should commence as set forth in the executed agreement with a projected completion date of August 31, 2018.

1.3 SFA INFORMATION

SFA is an institution of higher education operated as an agency of the State of Texas. SFA employs approximately 1600 full and part-time faculty and staff members. SFA had an enrollment of 12,742 full and part-time students during the fall 2016 semester. Most staff positions are based on a 12-month appointment coinciding with the fiscal year (9/1-8/31). Contracts are executed only for faculty members, and limited other appointments. A nine-member Board of Regents is appointed by the governor of Texas, with each regent serving staggered six-year terms.

1.4 SCHEDULE OF EVENTS*

Issuance of Request for Proposals	4/26/2018
Question and Answers deadline	5/4/2018
Final addenda posting	5/7/2018
Proposal Closing	5/21/2018, 5:00 pm
Opening of Proposals	5/22/2018, 8:00 am
Evaluation of Proposals and Selection of Finalists and/or Negotiations	5/24/2018-5/28/2018
Award	5/31/2018
Project Delivery and Completion	8/31/2018

*Dates are tentative and subject to change.

1.5 OPEN RECORDS

The parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and contracts, after all negotiations are completed, may be subject to the Texas Open Records Act. Additionally, state law requires each contract for the purchase of goods or services to be

posted on the University's website. By entering into a contract with the university, the firm acknowledges and accepts the university will comply with all applicable laws regarding the public posting of contracts.

1.6 HUB SUBCONTRACTING PLAN

All proposals that are \$100,000 or greater in value must contain a properly completed HUB Subcontracting Plan. Each respondent is required to make a good faith effort to subcontract with historically underutilized businesses and shall submit a HUB Subcontracting Plan using the HUB Subcontracting Plan documents provided in Exhibit G.

Stephen F. Austin State University is committed to making a good faith effort to increase business with historically underutilized businesses (HUBs) by contracting with HUBs either directly or indirectly through subcontracting opportunities. Respondents are encouraged to actively seek to subcontract or partner with HUBs in an effort to create an environment that actively acknowledges and values diversity.

The University has determined that subcontracting opportunities are probable under this contract.

The University's HUB goal for this procurement is: *20.8% Commodities*

Each HUB subcontracting plan will be evaluated independently of the response. If the HSP does not reflect a good faith effort to subcontract with HUBs, the entire response will be disqualified.

All questions regarding the HUB Subcontracting Plan may be directed to the HUB Coordinator, Kay Johnson, 936-468-4037, johnsondk6@sfasu.edu.

Failure to submit the HUB Subcontracting Plan will disqualify the entire response from consideration.

1.7 U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM

By entering into this Agreement, the Contracting Party certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the Contracting Party to perform work pursuant to the Agreement, within the United States of America.

The Contracting party shall provide, upon request of University, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Contracting Party, and Contracting Party's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Agreement may be immediately terminated, at the discretion of the University and at no fault to the University, with no prior notification. The Contracting Party shall also be responsible for the costs of any re-solicitation that the University must undertake to replace the terminated Agreement.

1.8 ISRAEL NON-BOYCOTT VERIFICATION

Pursuant to Section 2270.002, *Texas Government Code*, Contracting Party hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), *Texas Government Code*.

1.9 CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

Pursuant to Section 2252.152, *Texas Government Code*, and to the extent applicable, Contracting Party hereby represents, verifies, and warrants that it does not do business with Iran, Sudan, or any foreign terrorist organization identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153, *Texas Government Code*.

1.10 TITLE IX

Stephen F. Austin State University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the university's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Stephen F. Austin State University-controlled property, including institutions and entities with whom Stephen F. Austin State University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Stephen F. Austin State University's Title IX investigation; and, 3) Cooperate fully with all sanctions that Stephen F. Austin State University may impose against such individual, organization, or entity, who is found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Stephen F. Austin State University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and termination of business or contractual relationships.

1.11 UNIVERSITY CLOSINGS

Stephen F. Austin State University will be closed for Memorial Day 5/28/2018 and U.S. Independence Day 7/4/2018.

1.12 SMOKING, VAPING AND USE OF TOBACCO PRODUCTS

Stephen F. Austin State University is a tobacco and vape free campus

SECTION 2 STATEMENT OF WORK

2.1 SCOPE OF WORK

2.1.1 Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from qualified respondents to provide a customized Mobile Food Truck equipped with restaurant grade equipment with an optimal design layout to support courses in SFA’s School of Human Science. The project will involve schematic design, equipment selection, installation/build, training and warranties on specific vehicle/equipment and at a minimum in accordance with Section 2, Statement of Work, and other Terms and Conditions

2.1.2 Project scope shall include the contractor providing the following services:

- a. Provide 24 Ft. Custom Mobile Food Truck to meet School of Human Sciences program needs for transformative learning experiences for the students
- b. Provide Mobile Food Truck fully equipped with new restaurant grade equipment and meeting all state and federal safety, health fire, etc. standards, and provide detailed list of brand names/costs see Exhibit D
- c. Provide University with a complete design schematic of the fully equipped kitchen and an engineering schematic of the entire utility layout (electrical, plumbing, gas lines, etc.)
- d. Contractor will provide a proposed schedule of events, outlining the construction time frame to delivery
- e. Provide detailed warranties on installed equipment, vehicle and workmanship of final custom mobile food truck see Exhibit D
- f. Contractor will ensure, and fully test that the entire truck and kitchen is fully functional and within safety standards
- g. Contractor will perform testing and training on both the food truck and equipment with the School of Human Sciences at time of delivery for University approval and acceptance

2.1.3 **APPLICABLE CODES AND STANDARDS:** The latest version on all applicable codes and standards should be used as a design and construction guide.

2.1.4 **CONTRACTOR’S RESPONSIBILITIES:** All work shall be performed in accordance with applicable federal, state and local rules and regulations. Contractor shall be required to stay abreast of any changes to applicable rules and regulations.

The work required under this contract includes, the following tasks:

- Acquire any necessary permits or approvals;
- Maintain all applicable licenses and certifications;
- Provide SFA with a copy of all applicable licenses, certifications, permits and approvals

2.1.5 **UNIVERSITY RESPONSIBILITIES:** The University will perform the following tasks under this Contract:

- provide during negotiations final approval of layout of kitchen to accomplish coursework goals
- provide university closure dates
- provide any hook up requirements for vehicle to campus facilities

2.2 PRICING

Provide all pricing information as referenced in Exhibit C.

Delivery

The selected vendor will be responsible for delivery of the customized fully equipped Mobile Food Truck to the SFA School of Human Sciences. The selected vendor will be responsible for providing a detailed proposed timeline of construction, clearly showing estimated allotment of time for each step. The selected vendor will be responsible to provide at a minimum 48 hours advanced notice to the School of Human Sciences of the delivery of the vehicle. If awarded and vendor determines the estimated delivery date will be missed School of Humans Sciences must be notified if possible 2 weeks before final date. Contact person: Ann-Marie Barnes, Administrative Assistant jbarnes@sfasu.edu, and Ann Foster, Property Manager afoster@sfasu.edu, and Cynthia Haile, Director of Parking and Traffic.

Equipment Pricing

The selected vendor will provide a detailed listing of all equipment manufacture/models, materials and supplies costs, labor and installation costs and all applicable warranties.

2.3 PROJECT COMPLETION: The University desires this project be completed by August 31, 2018, as the School of Human Sciences will be utilizing the vehicle for classes starting Fall 2018.

2.4 PARKING ON CAMPUS

2.4.1 All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The University Police Department (UPD) supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31, 2018.

2.4.2 Contractor shall be responsible for obtaining parking permits for its own vehicles from UPD and for resolving, should they arise, any parking regulation disputes and violations. The UPD telephone number is 936-468-2608.

2.5 GENERAL TERMS AND CONDITIONS

2.5.1 All work is to be performed in a neat and workmanlike manner, site kept clean at all times, protection provided to avoid damage to landscaping and all adjoining property, including improvements, performed as quickly as possible consistent with best industry construction practices, and guaranteed for one (1) full year from date of completion against all defects.

2.5.2 Contractor shall comply with all local, state, and Federal orders, ordinances, laws, rules, and regulations of duly constituted authorities having jurisdiction over this work.

2.5.3 All work is to be completed, tested and demonstrated before August 31, 2018. Failure to complete work before August 31, 2018 shall be deemed as a breach of contract. Liquidated damages in the amount of \$1000.00 per calendar day will be assessed, not as a penalty, but as liquidated damages for such breach of contract.

2.6 INSURANCE REQUIREMENTS: The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by SFASU. Acceptance of the insurance certificates by SFASU shall not relieve or decrease the liability of the Contractor.

If policies are not written for the amounts specified below (except Worker's Compensation and Employer's Liability), Contractor shall carry Excess Liability insurance for any difference in

amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

This insurance shall not be canceled, limited in scope of coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to the University.

Contractor’s insurance shall be deemed primary with respect to any insurance carried by Stephen F. Austin State University for liability arising out of operations under this Contract.

Stephen F. Austin State University, its officials, directors, employees, representatives and volunteers shall be named as additional insured. This is not applicable to the workers’ compensation policy.

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

The workers’ compensation insurance coverage must include the responsibility of the Contractor to provide coverage for every worker either under the Contractor’s policy or under the policy provided by a subcontractor. The Contractor’s policy shall provide that, in the event that a subcontractor’s policy fails to provide worker’s compensation coverage of a worker, that such insurance coverage is provided by the Contractor’s policy.

Unless otherwise provided for herein, the Contractor shall provide and maintain, until the Work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as follows:

INSURANCE REQUIREMENTS	MINIMUM LIMITS
Workers’ Compensation (Statutory)	Statutory
Employer’s Liability	\$1,000,000 Each Occur/Aggregate
Commercial General Liability	\$1,000,000 Each Occur \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations
Comprehensive Automobile Coverage	\$1,000,000 Combined Single Limit NOTE: Required where a vehicle will be used on the premises. Coverage must include: All owned, leased, hired, non-owned and employee non-owned vehicles and, where applicable, Personal Injury Protection.

SECTION 3 INSTRUCTIONS TO RESPONDENTS

3.1 CONTACT INFORMATION

- 3.1.1 All questions regarding the RFP, or response must be forwarded to the Contracting Specialist:
Rebecca Galatas
PO Box 13030
Nacogdoches, TX 75962
Phone: 936/468-4584
Fax: 936/468-4282
Email: galatasrs@sfasu.edu
- 3.1.2 Questions relating to the HUB subcontracting Plan may be directed to the Procurement and Property Services Director/HUB Coordinator, Kay Johnson, 936-468-4037, johnsondk6@sfasu.edu.

3.2 SUBMITTAL DEADLINE AND LOCATION

- 3.2.1 All proposals must be received by SFA no later than 5/21/2018, 5:00PM.
- 3.2.2 Proposals are to be submitted to:

MAIL PROPOSAL TO:

Stephen F. Austin State University
Procurement and Property Services
P. O. Box 13030
Nacogdoches, TX 75962-3030

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

Stephen F. Austin State University
Procurement and Property Services
2124 Wilson Drive
Nacogdoches, TX 75962

- 3.2.3 All U.S. Mail addressed to any component of SFA is delivered to a central mail room and redistributed by SFA personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mail room and receipt in the Procurement and Property Services Department. Proposals must be in the office of the Procurement and Property Services Department by the time set for RFP closing in order to be considered, and receipt by SFA at the central mail room will not be deemed sufficient. The University shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the respondent unopened.
- 3.2.4 Proposals will be publicly opened 5/22/2018 at 8:00am in the office of the Director of Procurement, 2124 Wilson Drive. Only the names of the Respondents will be read aloud.
- 3.2.5 Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner regardless of delivery method or circumstances.
- 3.2.6 Proposals may be withdrawn at any time prior to the time and date set for proposal closing.
- 3.2.7 Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide an advantage to any Respondent in the judgment of Stephen F. Austin State University.

3.3 SUBMITTAL INSTRUCTIONS

- 3.3.1 All proposals must be submitted in the format prescribed in Section 3.6.
- 3.3.2 **Each Respondent must submit one (1) original printed copy of the Proposal with original signatures on the Execution of Offer.**
- 3.3.3 The printed copy shall (1) be unbound; (2) contain divider sheets or tabs; (3) be printed on 8-1/2 in. x 11 in. white paper to enable copying, if needed; and (4) be a complete copy of all information submitted with Proposal. Colors must reproduce in a legible manner on a black-and-white copier.
- 3.3.4 Respondent shall also submit one (1) complete electronic copy of the printed copy of the Proposal on electronic media (e.g., USB Drive {SFA's preference}, CD-ROM, or DVD-ROM) in a Microsoft Office (Word, Excel, Project and PowerPoint files) version 2003 or later format, or searchable Adobe .PDF files.
- 3.3.5 All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, SFA alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.
- 3.3.6 Proposals shall be signed by a legally authorized representative of the Respondent. Unsigned proposals (Exhibit A) will be rejected as a material failure.

3.4 EVALUATION CRITERIA

- 3.4.1 Award will be based on a comprehensive review and analysis based on weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the University. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.
- 3.4.2 Evaluation of the proposals will be performed by an evaluation committee representing Stephen F. Austin State University. Proposals will be evaluated using the following criteria, which are listed below in no particular order. Stephen F. Austin State University reserves the right to award an agreement not based only on the cost to the University, but on the criteria that best meet the University's requirements and goals. The University shall be the sole judge of determining which proposal represents the best value to the University.
- 3.4.3 Evaluation criteria
- a. 20% - Qualifications and Experience;
 - b. 35% - Cost to the University (total cost of services INCLUDING reimbursable expense, if any);
 - c. 20% - References and details of similar projects performed for other State or Higher Education institutions
 - d. 25% - Design/Schematic layout of Kitchen and kitchen equipment restaurant quality

The University may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the respondents.

3.5 ACCEPTANCE AND FORMATION OF AGREEMENT

- 3.5.1 No recommendation for award will be made until Stephen F. Austin State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified services.
- 3.5.2 The University reserves the right to further negotiate, after proposals are opened, with any Respondent that submits a proposal. SFA may award a contract(s) based on initial proposals received without any discussion of such proposals. Therefore, each proposal should be submitted on the most favorable and complete price and terms possible.
- 3.5.3 SFA reserves the right to enter into an agreement not based only on the cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA.

3.6 PROPOSAL FORMAT

- 3.6.1 Proposals shall be prepared simply and economically, providing a straightforward concise description, of the ability to meet the requirements of the RFP. Emphasis should be placed on the RFP requirements, completeness, clarity of content, responsiveness to the requirements and an understanding of SFA's needs. **Respondents shall organize their proposal in a point-by-point format according to Section 3.6.7.** Failure to follow point-by-point presentation could be grounds for disqualification.
- 3.6.2 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements as directed. The awarded vendor agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement. Incomplete Proposals will be considered non-responsive and subject to rejection.
- 3.6.3 Separate and identify each criteria response to Section 2 of this RFP by use of a divider sheet with an integral tab for ready reference.
- 3.6.4 Proposals shall be printed on letter-size (8-1/2" x 11") paper and unbound. DO NOT USE METAL-RING HARD COVER BINDERS.
- 3.6.5 Submittals shall include a "Table of Contents" and give page numbers for each part of the Proposal.
- 3.6.6 Number all pages of the Proposal submittal sequentially using Arabic numerals (1,2,3,etc); the Proposal is not required to number the pages of the Hub Subcontracting Plan.
- 3.6.7 Proposal shall include the following information and be submitted in the following order: – **failure to provide any of the following documents will result in disqualification of the proposal from further consideration:**
 - a. **Required Submittals**
 - Exhibit A – Signed Execution Of Offer
 - Exhibit B – Acknowledgement of Addenda, if any
 - Exhibit C – Financial Proposal
 - Exhibit G – HUB Subcontracting Plan

b. Evaluation of Qualifications:

An overview of your firm and its demonstrated custom food truck design/build expertise and experience in project schematic design/engineering, equipment purchasing, installation and project management:

- i. Profile to include resumes on personnel that will be working on this project and their credentials and experience;
- ii. Provide a minimum of five (5) references of clients for which Respondent has designed/built a custom food truck within the last five years. At least 2 need to be a State entity or Higher Education Institution. At a minimum, include entity name, contact name, telephone number, email address, length of business relationship, project description, and summary of work;
- iii. Provide brief summary detailing the attributes that make your firm the ideal choice for SFA and better than other firms we could select.
- iv. Provide copy of all applicable licenses, certifications, permits and approvals;
- v. Provide a point by point acknowledgement and/or agreement with Statement of Work Sections 2.1 through 2.4 that firm can provide work.

Stephen F. Austin State University reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the bid. SFA reserves the right to enter into an agreement not based only on lowest cost to the University, but which, in the sole opinion of SFA, is deemed to represent the best value to SFA.

**EXHIBIT A
EXECUTION OF OFFER**

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.

By signature hereon, Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Qualifications. Failure to sign the response, or signing it with a false statement, shall void the submitted response or any resulting contracts, and the Respondent may be removed from all bid lists.

By the signature hereon affixed, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State or the Federal antitrust laws nor communicated directly or indirectly the response made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Rule 34 TAC 20.38.

Certifications:

Texas Family Code Child Support Certification. By signature hereon, Respondent certifies as follows: "Under Section 231.006, Texas Family Code, the Contractor certifies it is not ineligible to receive the payments specified in the Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate."

Sales Tax Certification. By signing the Agreement, the Respondent certifies as follows: "Under Section 2155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Franchise Tax Certification. By signing the Agreement, a corporate or limited liability company, Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. Contractor acknowledges and agrees that if this certification is false or inaccurate, at University's option, the Agreement may be terminated and payment withheld.

Payment of Debts to the State of Texas. That pursuant to Section 403.0551, Texas Government Code, the Respondent agrees that any payments owing to the Contractor under this contract may be applied towards any debt or delinquent taxes that the Contractor owes the State of Texas or any agency of the State of Texas, until such debt or delinquent taxes are paid in full.

The person signing the Response should show title or authority to bind his/her firm in contract.

Federal Employer's Identification Number: _____

Sole Owner should also enter Social Security No.: _____

Respondent/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No/Fax No: _____

Email: _____

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

**EXHIBIT B
ACKNOWLEDGEMENT OF ADDENDA**

Receipt is hereby acknowledged of the following addenda to this RFP.

Addenda No. _____ Dated _____

Respondent/Company: _____

**Refer to the SFA Procurement and Property Services Department web-site to
confirm all addenda issued:**

<http://www.sfasu.edu/purchasing/122.asp>

**EXHIBIT C
FINANCIAL PROPOSAL**

Having carefully reviewed the specifications and related documents affecting the proposal to provide schematics design, engineering, installation of equipment and build of a customized mobile food truck to Stephen F. Austin State University, the undersigned submits the following Financial Proposal in accordance with the Request for Proposal documents:

Respondent Name: _____

Authorized Signature: _____

A. PROPOSAL FOR CUSTOMIZED MOBILE FOOD TRUCK DESIGN/BUILD, TOTAL TRUCK/EQUIPMENT COSTS, LABOR AND DELIVERY, AND WARRANTIES/MAINTENANCE

Provide an explanation of the total cost of the service(s) showing a breakdown by item. Include all items necessary to render project complete and operational. Any travel costs, shall be included in total labor/installation costs. Provide options if applicable related to kitchen layout costs.

Total Truck and Materials/Supplies and Equipment Costs :

Option 1 \$ _____

Option 2, if applicable: \$ _____

Option 3, if applicable: \$ _____

Total Labor, Delivery Cost \$ _____
(Include any travel related costs)

Warranty costs: truck, equipment and workmanship Truck yes / no _____ years/miles
Equipment yes / no _____ years
Workmanship _____ years

Optional: equipment maintenance cost after initial warranty period for 5 years: \$ _____

TOTAL PROPOSED COST \$ _____

B. Provide a separate schedule detailing the proposed timeline for the build from beginning to final delivery for acceptance

C. Provide 2-D or 3-D schematic of internal kitchen layout or layout options

- D. Provide a separate detailed listing of all “Total Equipment Cost” and “Total Additional Materials and Supplies Cost” listed under section A. (See Exhibit D)**
- E. Provide year 1 suggested equipment maintenance schedule at no cost and equipment maintenance cost after initial warranty period for 5 year period if can be provided. (See Exhibit D)**
- F. Provide pictures of proposed vehicle to be turned into Food Truck and previous maintenance history if possible.**

**EXHIBIT D
TRUCK AND KITCHEN EQUIPMENT LIST**

Truck

1. 24 ft bumper to bumper Diesel Freightliner Step Van, Cummings engine or equivalent, Alison automatic transmission or equivalent, 150,000 miles or less
2. 18 sq. ft usable internal space or equivalent, 7' height or greater, 25,000 lbs or less
3. Two seats, passenger seat fold up capability or equivalent, seat upholstery type Vinyl and color using SFA colors
4. Exterior LED adjustable light(s) around awning with plastic cover(s)
5. LED lights for interior with plastic cover(s)
6. New or 1 year old radial tires or equivalent, optional stop blocks for behind tires
7. 4 wheel hydraulic ABS Breaking system
8. (2) Batteries or equivalent
9. Daytime running lights, optional
10. Optional power cab door locks with (4) electronic Key FOB, or manual door locks and 4 standard keys required
11. Backup camera assist and side mirrors
12. ½" insulation in walls and ceiling or equivalent
13. Stainless steel wall panels
14. Tread plate center aisle, diamond plate .063 or equivalent
15. (2) Serving window 36" – 48", framed and sealed with sliding screen doors
16. Awning with manual support arms, latches to lock awning when not in use
17. Exit signage, no smoking signage, (2) fire extinguisher class K and class ABC, fire system or equivalent
18. Automatic lifts to level truck or equivalent

New Kitchen Equipment**Refrigerator**

1. Stainless steel solid swing door refrigerator, 3 shelves, temp range 33 F° - 38 F°, commercial grade, True brand or equivalent
2. Undercounter refrigerator, 2 glass doors, 36"- 48" wide, 30" deep or equivalent, 36" high minimum, 2 shelves, LED interior lighting
 - a. Optional or equivalent: undercounter refrigerator display cabinet, double-glazed front glass and lift and remove rear sliding doors, 36" – 48" wide, 30" deep or equivalent, 36" high minimum, 2 shelves, LED interior lighting

Freezer

1. Stainless steel one section solid door freezer, (3) adjustable coated wire shelves, temperature 0 F°, automatic defrost system, True brand or equivalent

Oven/Griddle/Char-broiler

1. Stainless steel low profile gas griddle, (2) aluminized steel burners, 25,000 BTU, commercial grade, Vulcan brand or equivalent
2. Stainless steel gas char broiler, heavy duty cast iron char-radiant's, grates reversible, 15,500 BTU for each broiler grate commercial grade, Vulcan brand or equivalent
3. Stainless steel gas convection range, 6 open top burners with lift off burner heads, temp range 250 F° to 500 F°, three oven racks and four rack positions, commercial grade, Vulcan brand or equivalent

Additional Equipment

1. Stainless steel food prep table, solid (2) doors, 4 shelves, temperature range 33 F° – 41 F°, commercial grade, True brand or equivalent
2. Stainless steel 18 pan non-insulated cabinet, able to hold 18 pans 18"x26", full size doors, adjustable temperature range from ambient to 190 F°, commercial grade, Vulcan brand or equivalent
3. Stainless steel 3 well steamtable, sealed hot food well with individual drain valves, stainless steel support shelf, Duke brand or equivalent
4. Stainless steel sandwich/salad unit- 1 swing door, 1 shelf, fits 8 pans, cutting board and bracket, temperature range 33 F° – 39 F°, commercial grade, Turbo brand or equivalent
5. (2) Buffet infrared lamps and additional buffet accessories if need to complete build

Monitor/Audio-Visual Equipment

1. 40-50 inch display screen, flush mounted on the outside of vehicle with a polycarbonate cover
2. TV USB Port Extension for running jump drive
3. 1,015 Watt receiver, blue tooth compatible, smartphone adapter (Sony or equivalent)
4. CD Player (JVC or equivalent)
5. (3) Audio Speakers (2 interior, 1 exterior), weatherproof, (Polk or equivalent)
6. PA system
7. HDMI, Wiring and other connections
8. (4) camera DVR system in interior of Food Truck for cooking demos

Other

1. Storage and shelving where applicable
2. Stainless steel counters, hand wash sink, three compartment sink
3. Stainless steel vent hood, and interior exhaust fans, aluminum filters and grease traps, venting around equipment if needed
4. Quad plugs, commercial grade with grounding protection, locations final approval by School of Human Sciences during negotiations
5. Hot water instant heater 6-12 gal or equivalent, and water pump
6. Clean water tank 40 gal, Waste water tank 50 gal or equivalent
7. (2) Roof mount AC unit(s) 1500 BTU or equivalent
8. Diesel Generator 17 kw, Tap in option to van's diesel tank or equivalent, (Cummins or equivalent)
9. (2) Propane tank(s) 40lb or equivalent
10. Hook ups on exterior of vehicle, located on driver's side behind rear wheel well for: waste water, electric, etc. and additional external power cords, hoses etc. needed for connections to building ports.
11. Electrical Box and electrical wiring, meeting code requirements, 50 Amp or equivalent

Warranties

(Any exclusions to all warranties need to be clearly stated)

Truck

Provide warranty and/or extended warranty if possible, list in Exhibit C

Equipment

1. Manufacturer Basic 3 years parts and labor warranty or equivalent

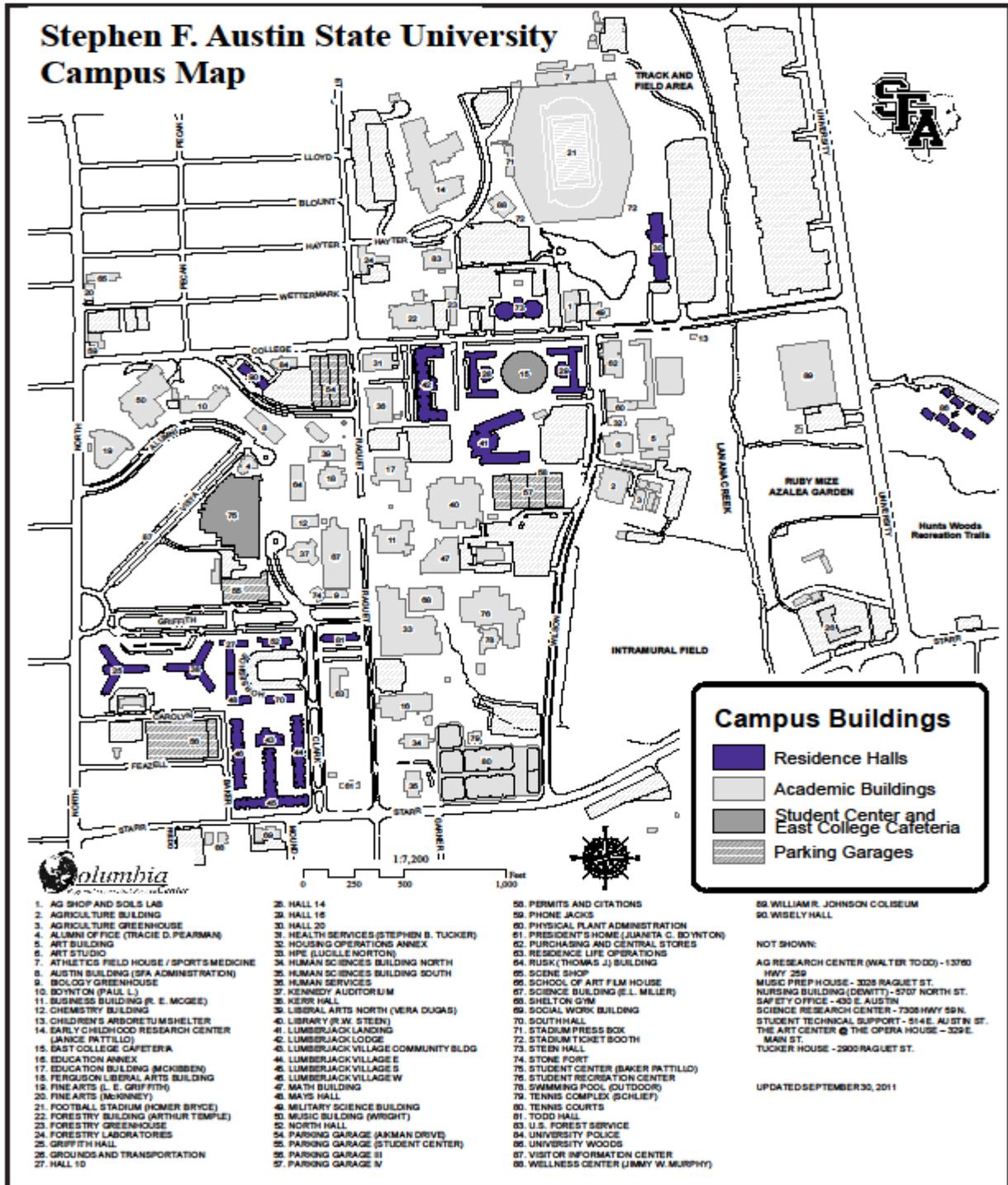
Workmanship

1. 2 years parts and labor warranty on all workmanship or equivalent

Maintenance

1. At a minimum provide a suggested equipment maintenance schedule at no cost for year 1.
2. Equipment maintenance cost after initial warranty period for 5 year period, optional cost if can be provided.

**EXHIBIT E
CAMPUS MAP**



**EXHIBIT F
HUB SUBCONTRACTING PLAN (HSP)**



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.*

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>
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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)

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

EASY HUB LOOKUP on the CMBL

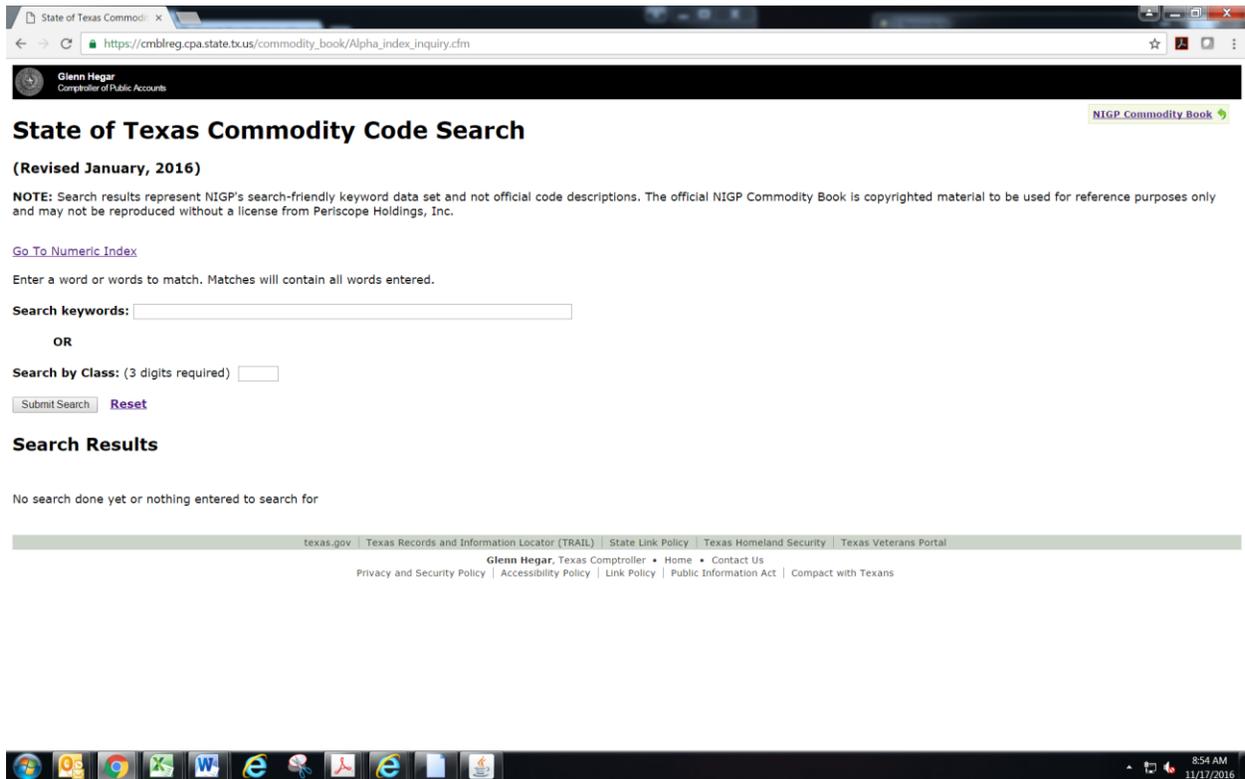
In accordance with Texas Administrative Code 20.14, the following HUB lookup procedures have been developed utilizing the Comptroller of Public Accounts website to identify possible HUB Vendors for subcontracting opportunities.

To that end the following easy step by step instructions to identify NIGP codes and search for potential HUB subcontractors is provided by Stephen F. Austin State University. In addition, the University may have already completed searches that may be beneficial and include a list of potential HUB subcontractors that may be used by the Respondent. If you have a hard time reading the webpages cited, increase the page view to 200% or better.

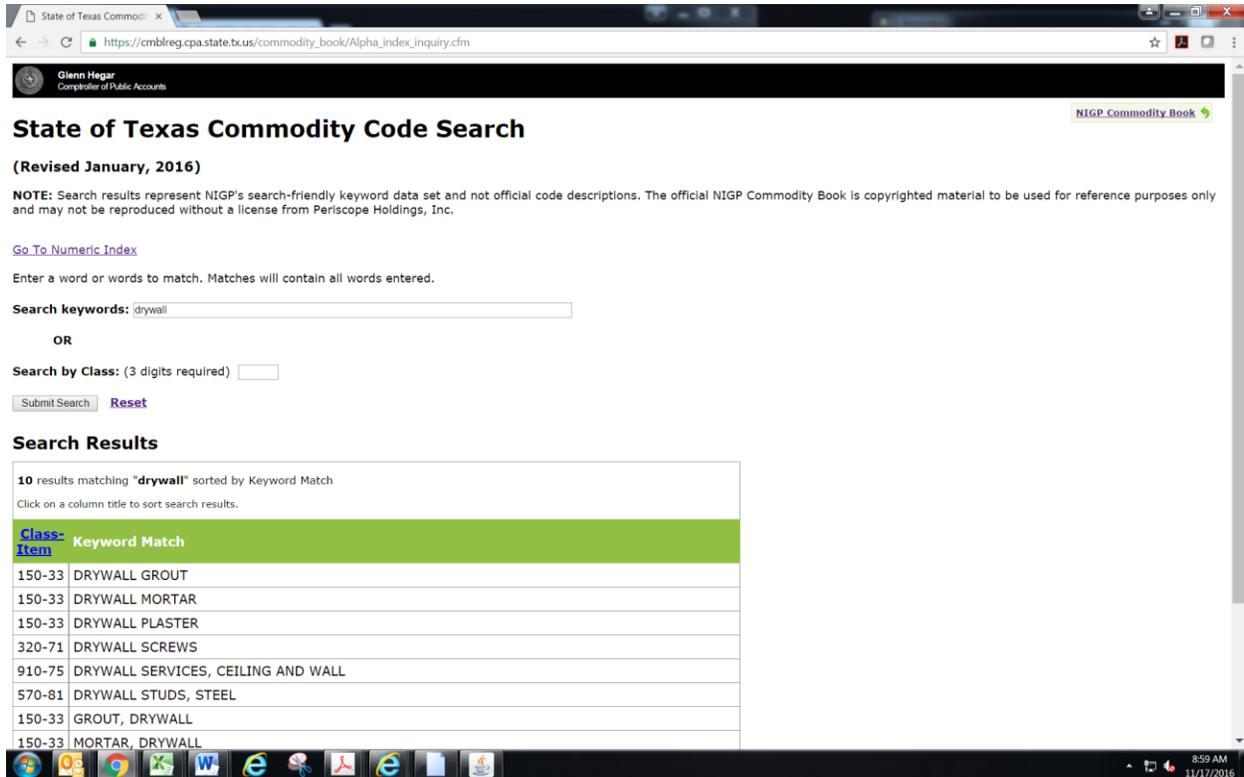
For assistance with this instruction or further assistance in identifying potential HUB subcontractors, please contact Manny Guerrero, Vendor Relations Manager at 936-468-4529.

STEP 1: After identifying what areas that are going to be subcontracted for the project go to the following web address at Comptroller of Public Accounts:

https://cmlreg.cpa.state.tx.us/commodity_book/Alpha_index_inquiry.cfm



At this point type in the item you are looking for in Search keywords: (for this example we are looking for drywall services). Press Submit Search and the results will appear. See example below:



The page will list Keyword Match for drywall. In this example the Class-Item for Drywall Services, Ceiling and Wall is 910-75. Remember to write down the Class and Item numbers. You will do the same for other items that you will be subcontracting on the project. Once you have completed collecting all Class and Item numbers for sub-contracting opportunities you can precede to Step 2

STEP 2: With the Class and Item numbers you can search for HUB Vendors on the Centralized Master Bidders List – HUB Directory Search. Go to the following web address at Texas Comptroller of Public Accounts:

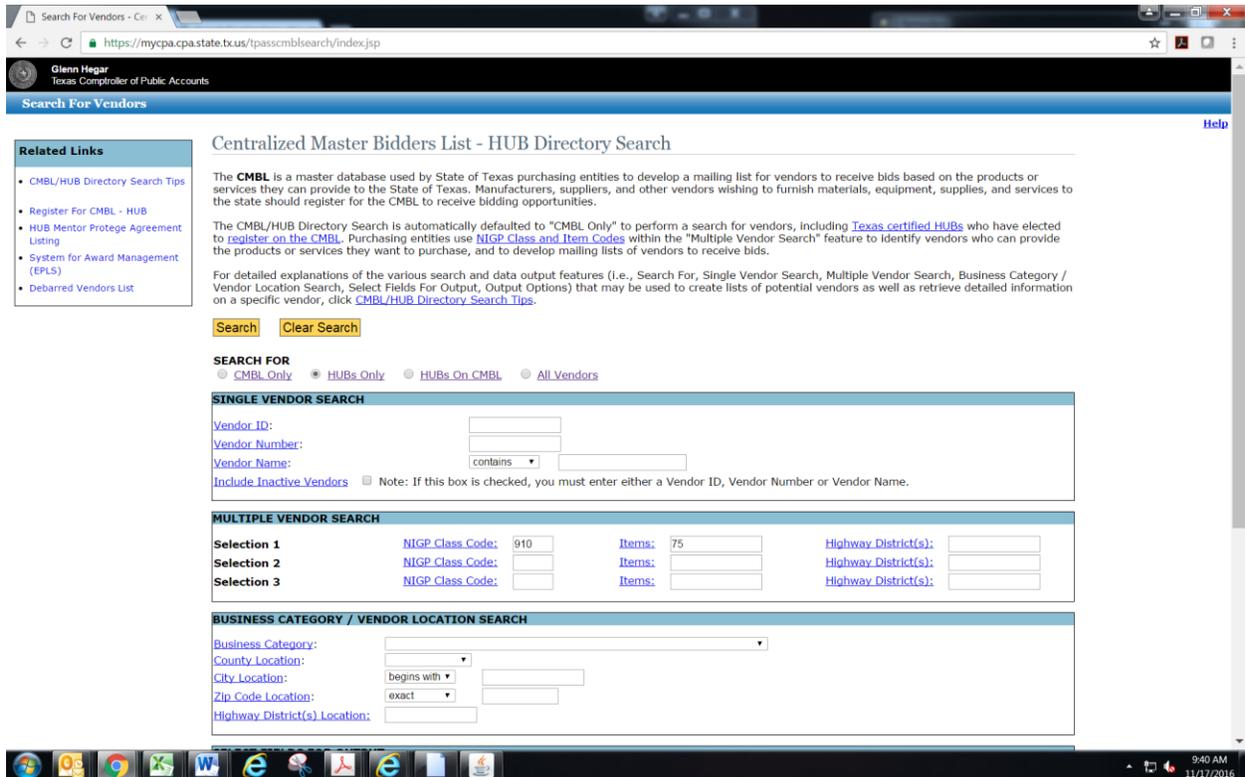
<https://mycpa.cpa.state.tx.us/tpasscmlbsearch/index.jsp>

Under **SEARCH FOR** mark HUBs Only (you are looking for HUB vendors)

The EXAMPLE below is how the form should be filled out. Search for HUBs on CMBL; Selection 1: Class-Item; Select Fields For Output (Vendor ID, Company Name, Contact Person, City, Email, Phone, Business Description, HUB Eligibility, HUB Gender)

In the example below we are searching for NIGP Class Code 910, Items 75 (Drywall Services).

Once all the information needed has been marked. Click : **SEARCH**.



Once the search is completed, a page like the one below will appear listing all the HUB companies that are Class 910 and Item 75.

The search found 222 vendors where are HUB's.

At this point you should look at the Business Description to confirm that the company does indeed provide drywall services. Note that the first company listed 1DZ ENTERPRISE, L.L.C. does not list drywall services, instead the company business description list Janitorial Service – if at all possible you should not use this company in your Good Faith Efforts as there are other companies that list dry wall in their business description.

3 B'S CONTSTRUCTION does list drywall and is a good candidate for sending a request to bid the project.

YOU ARE REQUIRED TO SELECT THREE (3) HUB VENDORS TO CONTACT.

When looking for HUB Vendors to support you at SFA look for these vendors that are close to Nacogdoches and East Texas. If none can be found in our area, expand your search to the Dallas/Fort Worth area, Austin and Houston market areas.

NOTES:

- 1) SELECTING HUBS THAT ARE FROM EL PASO, AND FAR WEST TEXAS DOES NOT SHOW GOOD FAITH IN YOUR SELECTION PROCESS.
- 2) IF YOU DO NOT UNDERSTAND THESE DIRECTIONS OR NEED ASSITANCE PLEASE CONTACT THE SFA PROCUREMENT OFFICE FOR HELP.

Search For Vendors - CMB x
 https://mycpa.cpa.state.tx.us/tpasscmlsearch/CmbHubSearch.do
 Glenn Hegar
 Texas Comptroller of Public Accounts
 Search For Vendors
 Help

Results For HUBs Only Search

Search found 222 vendors, 222 are HUB's, Includes 0 Inactive Vendors.
 Search Condition : SearchType=HUB's Only,Section1 Class Code=910,Section1 Item(s)=(75)

[Back](#)

Vendor ID	Company Name	Contact Person	City	Email	Phone	Business Description
1475357271900	1DZ ENTERPRISE, L.L.C	Debra A. Garcia	INGLESIDE	debbiegarc20@gmail.com	361-534-4244	Janitorial Service
1204990047000	3 B'S CONSTRUCTION	Owner/Andrew Rosas	LYTLE	andrewrosas@sbcglobal.net	210-382-0984	New construction, remodeling to include wood frame, metal stud,drywall. Installat suspended ceiling, concrete work and demolition.
1461995281600	360TXC	Tony Lester	AUSTIN	estimator@360txc.com	877-710-7474	We provide general contracting and complete project planning and management s vast project portfolio covers everything from 1,000sqft interiors and renovations to 25,000sqft+ ground-up and core-shell buildouts.
1472181557000	3J CONTRACTING	Jose Mondragon	CORPUS CHRISTI	3jcontracting@gmail.com	361-548-4937	Remodel, repair, Paint, Lawn Services,constructions,electrical, plumbing, fencing a demolition of small building,& hauling land waste.
1743004957100	A-1 TOTAL INTERIOR, INC.	Pres./CEO/Randy Sanchez Sr.	SAN ANTONIO	A1totalinteriors@sbcglobal.net	210-733-3739	Construction finish out new builds; remodels; commercial & residential contractors
1760404341800	A.C.T. SERVICES	President / Deborah Harris	SAN ANTONIO	debble@actsoftx.com	210-902-5785	A.C.T. Services provides quality residential and commercial design and constructio
1752966405800	ACUMEN ENTERPRISES, INC.	Wayne Boyter	DESOTO	wayne@acumen-enterprises.com	972-572-0701	Mechanical HVAC & plumbing contractor, mechanical insulation, & general construc
1760616493100	ADVACS, INC.	Francis Foyeku	HOUSTON	fofeyeku@aol.com	713-266-7200	IT Services/Facilities Maintenance Service/Construction Management of Division 9
1263904481200	AG CONSTRUCTION MANAGEMENT	Anthony Gutierrez	AUSTIN	info@agcm.us	512-579-6498	Service general contractors for the federal, state, public works projects
1741946544200	AIR STREAM GENERAL CONSTRUCTION, INC	Rebecca Flores	SAN ANTONIO	bflores@air-streamservices.com	210-533-3264	Air-Conditioning, HVAC Contracting, Mechanical Services, and Facilities Support Se
1811519383300	ALA SIGNATURE SERVICES, LLC	Linda Alexander	KATY	alasinatureservices@gmail.com	817-993-9955	Facility/Building Maintenance Services; Janitorial/Custodial Services; General Freigh Local; Administrative Services

POTENTIAL HUB SUBCONTRACTORS PROVIDED WITH

Invitation To Bid: #Food Truck - 18

Issued by Stephen F. Austin State University

Opening Date/Time: February 21, 2018 at 8:00 am

A complete list of State certified HUBs can be searched on-line at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>

The Respondent is responsible for compliance with the Good Faith Effort requirements outlined in the Invitation to Bid and HUB Subcontracting Plan documents.

NIGP Class Code – vendors in the following commodity class codes are identified on the following pages. The vendor is responsible to identify all commodity classes that may represent subcontracting opportunities.

165-47 Food Carts

165-69 Food Dispensing Racks

160-84 Trucks Meat Handling

961-16 Food Trucks and Mobile Carts