



REQUEST FOR PROPOSALS

FOR

Anti-virus Software

RFP No.: RFP-18-CA-0423198

Submittal Deadline: Tuesday, April 24, 2018 at 2:00pm CST

Issued: Monday, April 2, 2018

NIGP Code(s): 204-29 & 204-91

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1.0 GENERAL INFORMATION

1.1 Description of TSTC

Texas State Technical College (“TSTC”) a state-supported two-year technical college and is the state’s largest provider of technical education. TSTC was originally established in 1965 as the James Connally Technical Institute (JCTI), a two year college in the Texas A&M University System designed to meet the state’s evolving workforce needs. In 1969, the State of Texas gained ownership of James Connally Air Force Base and renamed the college Texas State Technical Institute (TSTI), which became a separate state agency with its own Board of Regents, appointed by the governor. TSTC been continuously accredited by equivalent enrollment of approximately 12,000. In contrast with Texas’s regionally-focused community colleges, TSTC has a statewide role and mission with a legislative mandate to focus specifically on highly specialized, advanced, and emerging technical and vocational areas leading to certificates or associate degrees.

In 2015, the college was granted single-accreditation status from the Southern Association of Colleges and Schools Commission on Colleges, the regional body for the accreditation of degree-granting higher education institutions in the Southern states. The college central administration is located in Waco, Texas, the site of the flagship campus. The college has campuses in Abilene, Breckenridge, Brownwood, Fort Bend County, Harlingen, Marshall, North Texas (Red Oak), Sweetwater, Waco, and Williamson County.

1.2 Purpose of the Request for Proposals

TSTC (**TSTC or College**) is soliciting competitive sealed proposals (“Proposals”) from qualified Respondents (“Respondent”) for the implementation of an antivirus/anti-malware solution, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (“RFP”). The full scope is available in Section 2 below.

1.3 Submission of Proposal

Pursuant to the provisions of Texas Government Code Title 10 Subtitle D Chapter 2156.121-2158.127, sealed proposals will be received until the date and time established for receipt. After, receipt, only the names of respondents will be made public. Prices and other proposal details will only be divulged after the contract award, if one is made.

TSTC will receive Proposals and HUB Subcontracting Plans until March 30, 2018 at 2:00 p.m. CST. Proposal must be time-stamped by TSTC before the hour and date specified. Proposals that are received late will be returned to the respondent unopened.

Proposal **will not** be received by telephone, fax, or email. **Proposal will only be received at the location described below:**

Charlotte Ables, CTPM
Texas State Technical College
Patterson Hall – Procurement Services
103 10th Street
Waco, Texas 76705

Submit one (1) original and one (1) identical electronic copy of the Proposal and all of its contents. The original Proposal should contain the mark “original” on the Proposal Cover Page. The electronic copy shall be submitted in a USB/Flash Drive or in a CD in the same envelope as the hard-copy original proposal. Proposer must include signatures on both hard copy and electronic copy.

Proposal must be enclosed in a sealed envelope (box or container) addressed as described above. The envelope must clearly identify the RFP number, submittal due date, and the name and return address of the Respondent. Proposal and any other information submitted by respondents in response to this RFP shall become the property of the TSTC.

Failure to comply with all requirements contained in this RFP may result in the rejection of the Proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP, or irregularities of any kind are subject to rejection. Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud. Proposal cannot be altered or amended after opening time. Proposal cannot be withdrawn after opening time without written approval by TSTC based on a written request to withdraw. By submitting a Proposal in response to this RFP, Respondent acknowledges and accepts the evaluation process and that determination of the “best value” will require subjective judgments by TSTC. TSTC reserves the right to accept or reject all or any part of any kind, waive minor technicalities and award the RFP to best serve the interests of TSTC.

1.4 Questions

All questions regarding this RFP must be submitted in writing to Charlotte Ables, Senior Buyer, Procurement Services at charlotte.ables@tstc.edu, no later than **April 11, 2018 at 10 a.m.** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by TSTC as an addendum. All such addenda are issued by TSTC before the Proposal are due as part of the RFP and respondents shall acknowledge receipt of each addendum to the RFP in the Execution of Offer. Addenda will be posted on the ESD website at <http://esbd.cpa.state.tx.us/>. Written notice of any addenda issued for this RFP will be given to all Respondents who receive the RFP directly from TSTC or who have submitted their contact information to Charlotte Ables prior to April 11, 2018.

1.5 Key Events Schedule

Issuance of RFP	Monday, April 2, 2018
Deadline for Submittal of Questions	Wednesday, April 11, 2018, 10:00 a.m.
Submittal Deadline	Tuesday, April 24, 2018, 2:00p.m.
Proposal Opening	Tuesday, April 24, 2018, 2:00p.m.
Evaluation and Selection (tentative)	TBD
Award (tentative)	TBD

1.6 Proposal Evaluation Process

TSTC may select the Proposal that offers the “best value” for the institution based on the published selection criteria and on its ranking evaluation. TSTC may select a shortlist of respondents to participate in an interview process. The interviews may be conducted in person or through the use of technology.

TSTC may first attempt to negotiate a contract with the selected respondent (“Respondent”). **TSTC will not negotiate the State of Texas terms and conditions or the Respondent’s indemnification of TSTC.** TSTC may discuss with the selected respondent options for a scope or time modification and any price change associated with the modification. If TSTC is unable to reach a contract with the selected respondent, TSTC may formally end negotiations with that respondent and proceed to the next “best value” respondent in the order of the selection ranking until a contract is reached or all Proposals are rejected. TSTC is not obligated to select the Respondent offering the most attractive economic terms if that Respondent is not the most advantageous to TSTC overall, as determined by TSTC.

1.7 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 (HUBs) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Respondent subcontracts any work, then Respondent must make a good faith effort to utilize HUBs certified by the Texas Comptroller of Public Accounts. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by TSTC, its obligation to make a good faith effort to utilize HUBs when subcontracting any work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of work by the Respondent is subject to review by TSTC to ensure compliance with the HUB program.

TSTC has reviewed this RFP in accordance with 34 TAC §20.285 and has determined that subcontracting opportunities are probable under this RFP.

A HUB Subcontracting Plan Form (HSP) is a required part of the Proposal. The HSP (Attachment E) must be filled out and returned with the Proposal to be considered responsive. Proposals that fail to comply with this section will constitute a material failure to comply with advertised specifications and will be rejected by TSTC as non-responsive.

HUB Contractors may be found by searching the State of Texas Centralized Master Bidders List (CMBL) database at: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do> by the NIGP class and item as indicated on the cover page of this RFP.

Additional minority and women owned business association resources are available for subcontracting notices at: <https://comptroller.texas.gov/purchasing/Respondent/hub/resources.php>

Additional information and training regarding how to complete a HUB Subcontracting Plan forms is available at: <https://comptroller.texas.gov/purchasing/Respondent/hub/forms.php>

1.8 Subcontracting Approval

The Respondent shall perform the Contract with its own resources and those subcontractors identified in the Respondent's HUB Subcontracting Plan. In the event that the Respondent should determine that it is necessary or expedient to execute additional or alternative subcontracts for any of the performances under the Contract, the Respondent shall submit a revised HUB Subcontracting Plan for prior approval before executing any subcontracts.

In any subcontracts entered into by Contractor for the performance of the work, Contractor shall require the Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to Contractor by the terms of the contract between Contractor and TSTC and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the contract between Contractor and TSTC, assumes toward TSTC.

The Respondent shall manage all quality and performance, project management, and schedules for subcontractors. The Respondent shall be held solely responsible and accountable for the completion of all work for which the Respondent has subcontracted.

1.9 Bidding Requirements

Proposal prices must be firm for TSTC acceptance for 90 days from the submittal due date and the RFP Document Submission shall be irrevocable from the close of the call until acceptance by TSTC or the passage of a period of 90 days, whichever shall occur first.

1.10 No Reimbursement for Costs

Respondent acknowledges and accepts that any costs incurred from Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent.

1.11 Taxes

TSTC is exempt from taxes pursuant to the provisions of the *Texas Tax Code*, Chapter 151. Do not include tax in the Proposal. Excise Tax Exemption Certificates are available upon request.

1.12 Reservation of Rights

TSTC may evaluate the Proposal based on the anticipated completion of all or any portion of the Project. TSTC reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. TSTC makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

1.13 Texas Public Information Act

All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.

TSTC strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

1.14 Equal Opportunity

The Respondent must be an equal opportunity employer. No person shall be discriminated against in employment because of race, color, religion, gender, national origin, disability, or age.

1.15 Accuracy of Information

TSTC and its officers, directors, employees and agents assume no responsibility for the accuracy of the information in this document. Should dispute arise regarding the meaning or intent of the Contract Documents, the decision of the TSTC shall be final and binding upon the Contractor.

1.16 Contract Award, Initial Term, and Renewal Options

A response to the solicitation is an offer to contract with Texas State Technical College based on the terms and conditions contained therein. RFP's do not become contracts and are not binding until a written contract, signed by authorized College administrator and authorized personnel of the awarded vendor pursuant to this agreement are formed.

The contract performance period shall be for a period of one (1) year (anticipated to be June 1, 2017 – May 31, 2018), unless otherwise extended or terminated by TSTC in accordance with the terms and conditions of this contract. The Contract will be the deciding factor of execution and expiration. The Owner shall have the exclusive option to renew this contract for two (2) additional one-year terms, provided funds have been appropriated for the continuation of services. The Contractor must be agreeable to renewal under the conditions of this document. All contract renewals or extensions may be subject to approval by authorized personnel of TSTC. Contract renewals or extensions may be made ONLY by written agreement between the College and the Proposer and are subject to approval by authorized personnel of TSTC.

The RFP and submitted responsive documents, or portions of each, and at the College's sole discretion, may become incorporated by reference and a part of this written contract and will be binding on both the College and the Proposer after execution of the contract by both parties.

1.17 Compliance with Laws

The services provided and all representations in the RFP response must be such that they are or would be in conformity with all federal, state, county and local laws, regulations, rules, and orders. Upon request, the Proposer shall furnish to TSTC certificates of compliance with all such laws.

1.18 Termination for Convenience

TSTC, may, at its option and discretion, terminate the resulting contract for convenience and, at its option and discretion, may reduce the statement of work or other requirements of the contract at any time, without any default on the part of TSTC or the contractor, by giving thirty (30) calendar days' notice thereof to the selected contractor.

1.19 Termination for Default

In the event that the services to be performed under this contract must be completed by a certain date, the Proposer is required to provide immediate notice at such time it has knowledge that it will be unable to perform the services within the time required.

1.20 Assignment

The Proposer may not assign, transfer, convey, or subcontract this contract, any services to be performed as outlined in the RFP, or any of its obligations under this contract, in whole or in part, without the prior written approval from the College, which the College may withhold in its sole discretion.

1.21 Ethics Conduct

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

1.22 Drug Policy

TSTC is a drug-free workforce and workplace. The manufacture, sale, distribution, dispensation, or use of illegal drugs or alcohol by vendors or contractors, while on TSTC premises, is strictly prohibited.

1.23 Invoices

Original invoices must be submitted monthly in connection with all payments. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments:

- Name and address of the Respondent
- Respondent's invoice remittance address
- Purchase order number authorizing the services
- Detailed breakdown of monthly total price for services
- Any other related documentation to show proof of services rendered

Invoices should be received no later than the (15) fifteenth day of every month. Each invoice is subject to review and approval by TSTC before payment will be processed. Normal payment processing time for services which have been completed, delivered to, and approved by TSTC is thirty (30) calendar days after receipt of a valid, uncontested invoice. TSTC will incur no penalty for late payment if payment is made in thirty (30) or fewer days from receipt of goods or services and an uncontested invoice. Payments shall be made consistent with Chapter 2251, Texas Government Code.

Any invoice that does not comply with the minimum requirements stated above may not be considered valid and may be subject to rejection and/or return to the contractor.

Invoices shall be submitted by email to wacoinvoice@tstc.edu OR by regular mail to:
Texas State Technical College
Procurement Services
3801 Campus Drive
Waco, Texas 76705

1.24 Confidential Information

All information owned, possessed or used by TSTC that is communicated to, learned, developed or otherwise acquired by contractor in the performance of services for TSTC, that is not generally known to the public, will be confidential and contractor will not, beginning on the date of first association or communication between TSTC and contractor and continuing throughout the term of the contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for contractor's own benefit or the benefit of another, any confidential information, unless required by law.

Except when defined as part of the Services, contractor will not make any press releases, public statements, or advertisement referring to the Services or the engagement of contractor as an independent contractor of TSTC in connection with the Services, or release any information relative to the Services for publication, advertisement or any other purpose without the prior written approval of TSTC. Contractor will obtain assurances similar to those contained in this Section from persons, contractors, and subcontractors retained by contractor.

1.25 Venue; Governing Law

McLennan County or Travis County, Texas, shall be the proper place of venue for suit on or in respect of the resulting contract in regards to this RFP. The contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

1.26 Loss of Funding

Performance by TSTC under the resulting contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Texas State Technical College System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then TSTC will issue written notice to Respondent and TSTC may terminate the Agreement without further duty or obligation hereunder. Respondent acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TSTC.

1.27 Group Purchasing Authority

Texas law authorizes institutions of higher education (defined by [Section 61.003, Education Code](#)) to use the group purchasing procurement method ([Texas Education Code 51.9335](#)). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that Texas State Technical College is comprised of several campuses across the state of Texas described at <http://www.tstc.edu/about/welcome>. TSTC may routinely evaluate whether a contract resulting from a

procurement conducted by one of the campuses might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

2.0 SCOPE OF SERVICES

2.1 Overview

Texas State Technical College (TSTC) is soliciting detailed proposals from qualified respondents for the implementation of an antivirus / anti-malware solution for desktop and laptop systems. The goal is to update our existing anti-virus program and remove existing vulnerabilities. The existing anti-virus software is outdated, and there are many viruses that are still infecting machines on our campuses. It is not sufficient enough to catch and quarantine common viruses. Also, when the software runs a full scan on a computer, it affects the overall computer performance and the user is left working on a slow machine until the scan completes.

Respondents must submit Proposals for the following Scope of Work which specifies minimum requirements for the Contractor to provide. Any additions to or differences from the minimum requirements for the Scope of Services requested shall be clearly identified in the Proposal response.

Proposers are advised and cautioned that the buyer (TSTC) will not pay any separate fees or charges above the prices submitted in the proposal. Therefore all ancillary charges such as transportation, delivery and handling should be included in the proposal prices.

2.2 Scope of Work

1. License Information

- a. The focus for the implementation of an antivirus / antimalware solution is for desktop and laptop systems. At our option, we may decide to include mobile devices and servers as part of the implementation.
- b. Texas State Technical College has the following amount of devices:
 - i. 7000 desktops and laptops, a majority consisting of Windows 7 and Windows 10 with a number of Apple Mac desktops and laptops.
 - ii. 700 Mobile devices, a majority consisting of Apple iPads, with a small number of Android, Windows RT, and Windows Mobile devices.
 - iii. 300 VMWare Virtualized Servers, consisting of a mixture of Windows and Linux (CentOS / OpenSUSE / Debian / Ubuntu)

2. Management Capabilities

- a. The proposed product management console can be a cloud or on-premise solution.
- b. Texas State Technical College has multiple campuses distributed across the State of Texas. The proposed solution should be able to handle multiple locations through a single management interface.
- c. The management console of the proposed solution should be intuitive to use and supported on a variety of operating systems, a web-based console is preferred.
- d. The proposed solution should provide robust reporting capabilities, including computer information, AV install information, AV detection information, with the ability to export the information in common formats such as CSV or Excel.

- e. The proposed solution should have the ability to “push out” policies such as skipping certain directories, whitelisting certain files, or not scanning USB devices.
- f. The proposed solution should enable the administrator to initiate actions across multiple devices or groups of devices to perform actions such as an immediate scan or immediate remediations (quarantine / delete).
- g. The management console of the proposed solution should have a robust permission system in place, allowing our computer technicians or helpdesk perform actions, such as scans or remediation or only export reports, on systems from the management console, but not perform administrative functions.
- h. The proposed solution should support the deployment of new major versions or issue license renewals via the management console.

3. Client Capabilities

- a. The client application of the proposed solution should be heuristic in nature, not relying solely on antivirus signatures. This would include the ability to defend against zero-day vulnerabilities or undiscovered malware based on behavior analysis.
- b. The client application of the proposed solution should detect and clean potentially unwanted programs such as toolbars and other miscellaneous applications.
- c. The client application of the proposed solution should be lightweight, using minimal CPU and Memory resources while performing passive detection.
- d. The client application of the proposed solution should use minimal network and storage resources for updating and installation.
- e. The client application of the proposed solution should allow optimal use of system resources when performing full system scans. Such features would be detecting when the system is idle or actively adjusting the scan speed to facilitate the active use of the system.
- f. The installation of the proposed client application should support automated or mass deployments.
- g. The client of the proposed solution should have the ability to lock down the capabilities in the application to prevent end users from tampering with settings.

4. Vendor Support

- a. The vendor of the proposed solution should provide support for the product through channels such as a forum, live chat, email, or phone.
 - i. Describe the available support options. Include a description of the support center, staffing levels, and escalation procedures.
 - ii. Do you offer 24x7 technical support? If not, what are your support windows?
 - iii. Describe your average turnaround times for support issues in your customer support organization over the past 12 months.
 - iv. What is the average telephone wait time for support calls in your customer

- support organization over the past 12 months?
- v. Describe the use of internet based support of the solution including knowledge bases and technician access (online chat)
- b. The proposed solution should have documentation available for the use of the management console and the client.

5. Product Evaluations

The proposer should have the ability to allow Texas State Technical College to install and use the proposed solution management console and client applications in a test environment to gain familiarity with features and capabilities.

6. Additional Potential Features

- a. Texas State Technical College is moving towards an Active Directory environment for computer management. It is preferred that the proposed solution offers Active Directory information for computer group information.
- b. It is preferred that the proposed solution offers a system cleaning utility that can clean system data such as unused registry entries, application data, and browser cookies, or shred files on demand.
- c. It is preferred that the proposed solution offers incident handling capabilities for malware or system misuse. This may include features such as a timeline, system call analysis, or network communication analysis.
- d. It is preferred that the proposed solution offers the ability to detect phishing sites, intrusive or malicious advertisements, or sites with malicious JavaScript.
- e. It is preferred that the proposed solution offers mobile device management for systems such as laptops, phones, or tablets if applicable. The mobile device management solution may support remote wipe, lost device location, or similar features.
- f. It is preferred that the proposed solution offers the ability to remove existing antivirus software at the time of installation.

7. Compliance Requirements

A. Accessibility Requirements

- i. Are all interfaces (both for administrators and end users) that are part of your product, compliant with Section 508 and/or WCAG 2.0 AA? This includes features such as appropriate use of alt-text, screen reader support, and use of colors and contrast to enhance visible accessibility.
- ii. Describe your conformance testing process.
- iii. Have you ever worked with Accessibility as a functional requirement?
- iv. Please provide a Voluntary Product Accessibility Template (VPAT) (preferably VPAT 2.0), or similar, for your product. You can find instructions and details on the ITOC website at <https://www.itic.org/policy/accessibility/>.

- v. If your product is not fully accessible, do you have a roadmap to make your product fully compliant? If so, please provide details on your roadmap including conformance goals and timeline for completion.

B. Security Requirements

- i. The application must implement SSL site wide, including login pages, client pages, and administrative pages.
- ii. The application must include the ability to implement granular access controls for users, groups, and administrators. Access controls will be maintained by TSTC.
- iii. The application must have full logging and auditing capability for operations performed by the software.
- iv. In the event that the system will be a hosted solution, the proposer must provide evidence of relevant security controls/standards or independent audit. This may include internal policies, procedures, or third party audits or security reviews.
- v. In the event that the system will be a hosted solution handling sensitive or regulatory information of employees, students, or other individuals, a Service Organization Controls 2 report (SOC2), ISO27001, or similar third party audit report will be required. Sensitive or regulatory protected information includes, but is not limited to:
 - Sensitive Personal Information (social security numbers, government issued identification numbers, drivers license number, banking account numbers)
 - Family Educational Rights Privacy Act (FERPA) protected data
 - Health Insurance Portability and Accountability Act (HIPAA) protected data
- vi. TSTC retains sole ownership and remains the custodian of all institutional records stored in the proposers system. Proposer will not access these records without TSTC's written consent. The need for accessing records must be identified on the request.
- vii. Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all TSTC data to TSTC and destroy any and all TSTC data within 30 days. A notification of data destruction must be provided to TSTC.

8. Infrastructure Requirements

- If the product is an on premise solution, proposer should provide the detailed system requirements for the management console.
- It is preferred that support technicians are authenticated to the management console via active directory.

9. Pricing

Pricing information included in the response should include an itemized quote detailing:

A. Software License Costs

- i. Criteria, Vendor Product, Maintenance, and Support pricing
- ii. Licensing fees itemized for Desktop/Laptop computers, mobile devices, and servers, as applicable for the proposed solution.
- iii. Describe your pricing model. For example, for traditional licensing models, this might include an initial fee, per device initial fee, and ongoing maintenance fees.
- iv. Initial costs for the management console.
- v. Do you extend any discounts to educational organizations or GSA?
- vi. Do you extend terms and discounts negotiated to future purchases for a defined period of time?
- vii. Describe any special licensing required for administrators.
- viii. Describe your pricing for the most basic maintenance package, and summarize the services, deliverables and terms included (for example, bug fixes, patches, service packs and associated services).
 - Do you price maintenance as a percentage of total discounted license purchases (as opposed to basing it on the list price)?
 - Do you offer caps on year-over-year increases in maintenance fees?
- ix. Training, Services, and Support Costs
 - Describe your administration training (describe options and provide costs).

B. Training, Services, and Support Costs

Describe your administration training (describe options and provide costs).

C. Installation and Implementation Costs

Describe any additional costs associated with a new installation or implementation, including implementation support.

2.3 Contract Administration

Gladia Escobar will be the Contract Manager for this purchase. TSTC will monitor performance of any contract issued pursuant to this RFP.

2.4 Change or Addition to Scope of Services

TSTC, without invalidating the contract, may make changes by altering, adding to, or deduction from the Scope of Services at any time during the term of the contract in order to meet current TSTC needs. The Contract pricing shall be adjusted accordingly, upon mutual agreement between TSTC and Contractor.

Should TSTC request additional services during the term of the Contract, an agreement to provide these services at the same price as quoted will be understood as included in the Respondent's submission.

3.0 PROPOSAL FORMAT

The Proposal must be organized in sections in the following format and contain the following information. Respondents should note that elaborate or unnecessary voluminous proposals are not desired. All forms must be completed, signed, and returned as part of the Respondent's proposal.

3.1 Proposal Cover Page

The Proposal Cover Page, Attachment A, should be the first page of your Proposal. The Proposal Cover Page must be signed by a person authorized to sign for Respondent.

3.2 Execution of Offer

The Execution of Offer Page, Attachment B, should be the second section of your Proposal. **The Execution of Offer must be signed by a person authorized to sign for Respondent. Failure to submit a signed Execution of Offer will result in automatic disqualification.**

3.3 Table of Contents

A Table of Contents should be the third section of your Proposal. The Table of Contents shall give page numbers for each section of the Proposal. Number all pages of the Proposal sequentially using Arabic numerals (1, 2, 3, etc.).

3.4 Proposal Contents

Proposer must submit the following information as part of Proposer's proposal:

1. Attachment A – Proposal Cover Page
2. Attachment B – Execution of Offer
3. Table of contents
4. Proposal Detail – describe/address how the software solution you propose meets the needs as described in Section 2.2 Scope of Work
5. Pricing – include an itemized quote per Section 2.2, 9.Pricing, page 16
6. Attachment C – Terms and Conditions
7. Attachment D – Conflict of Interest Questionnaire (if no conflicts, enter 'None' and sign)
8. Attachment E – W9 Form
9. Attachment F – HUB Subcontracting Plan

3.5 Attachments

The following documents should be included as attachments:

- Terms and Conditions (Attachment C)
- Conflict of Interest Questionnaire (Attachment D) – if no conflicts exist enter "None" and sign
- W9 Form (Attachment E)
- HUB Subcontracting Plan (Attachment F)

4.0 PROPOSAL SELECTION CRITERIA

Respondent is encouraged to propose terms and conditions offering the maximum benefit to TSTC in terms of (1) services to TSTC and (2) total overall cost to TSTC. Respondents should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to TSTC.

An evaluation team from TSTC will evaluate the Proposal. The evaluation of Proposal and the selection of a respondent will be based on the information provided by Respondent in its Proposal. TSTC may give consideration to additional information if TSTC deems such information relevant.

The criteria to be considered by TSTC in evaluating Proposal and selecting a Contractor will be those factors listed below. The evaluation will be made per lot.

Threshold Criteria Not Scored:

- Ability of TSTC to comply with laws regarding Historically Underutilized Businesses; and
- Ability of TSTC to comply with laws regarding purchases from persons with disabilities.

Scored Criteria:	Points:
Features and Requirements	55
Security Requirements	10
Infrastructure	10
Pricing	25
Total Points	100

5.0 ATTACHMENTS

- Attachment A – Proposal Cover Page
- Attachment B – Execution of Offer
- Attachment C – Terms and Conditions (Respondent’s Affirmation)
- Attachment D – Conflict of Interest Questionnaire
- Attachment E – W9 Form
- Attachment F – HUB Subcontracting Plan

Attachment A - Proposal Cover Page
TEXAS STATE TECHNICAL COLLEGE
Anti-Virus Software
RFP No.: RFP-18-CA-0423198

FIRM NAME: _____

AUTHORIZED REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

FEDERAL EMPLOYER ID #: _____ or SS # (if sole owner): _____

IF A CORPORATION: State of Incorporation: _____ Respondent's Charter No: _____

IS YOUR COMPANY A HUB VENDOR? _____ WHAT CATEGORY? _____

Submitted and Certified By:

Name

Title

Authorized Signature

Date

Attachment B – Execution of Offer
TEXAS STATE TECHNICAL COLLEGE
Anti-Virus Software
RFP No.: RFP-18-CA-0423198

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

- A. By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Proposals and is not a contract or an offer to contract; (2) the submission of Proposals by Respondent in response to this RFP will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
- B. By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Proposals, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- C. By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.
- D. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- E. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
- F. By signature hereon, Respondent represents and warrants that:
 - 1. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
 - 2. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
 - 3. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

Attachment B – Execution of Offer – Continued

TEXAS STATE TECHNICAL COLLEGE

Anti-Virus Software

RFP No.: RFP-18-CA-0424460

4. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 5. Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
 6. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- G. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposal.
- H. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.
- I. By signature hereon, Respondent certifies as follows:
1. "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, RFP, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
 2. "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this RFP or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
 3. "Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
- J. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State Technical College component, or Respondent has not been an employee of any Texas State Technical College component within the immediate twelve (12) months

Attachment B – Execution of Offer – Continued

TEXAS STATE TECHNICAL COLLEGE

Anti-Virus Software

RFP No.: RFP-18-CA-0423198

prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

- K. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 Texas Government Code).
- L. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- M. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- N. By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Proposal.
- O. By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposal, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- P. By signature hereon, Respondent certifies that no member of the Board of Regents of Texas State Technical College, or the Executive Officers of Texas State Technical College or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

Attachment B – Execution of Offer – Continued

TEXAS STATE TECHNICAL COLLEGE

Anti-Virus Software

RFP No.: RFP-18-CA-0423198

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent’s company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification. The undersigned, having carefully examined the scope of services and related documents entitled:

Anti-Virus Software

as prepared by Texas State Technical College as well as all other conditions affecting the cost and/or execution of the work, proposes to complete the work in accordance with said documents of which this proposal is a part, for the following sum:

LINE DESCRIPTION:

PRICE:

Anti-Virus Software

\$ _____

ACKNOWLEDGEMENT OF ADDENDA

Respondent acknowledges receipt of the following addenda to the captioned RFP (initial if applicable):

Failure to properly acknowledge addenda may result in disqualification.

Addendum #: _____ Issued: _____ Initials: _____

Addendum #: _____ Issued: _____ Initials: _____

Addendum #: _____ Issued: _____ Initials: _____

Submitted and Certified By:

(Respondent’s Name) (Title)

(Street Address) (City, State, Zip Code) (Telephone Number)

(Authorized Signature) (Date)

Attachment C – Terms and Conditions
TEXAS STATE TECHNICAL COLLEGE
Anti-Virus Software
RFP No.: RFP-18-CA-0423198

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP, ANY EXCEPTIONS THERE TO MUST BE IN WRITING.

A. BIDDING REQUIREMENTS

1. Proposers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
2. RFP should be submitted on this form. RFP must be time stamped at ordering agency on or before the hour and date specified for the RFP opening.
3. Late and/or unsigned RFP will not be considered under any circumstances. Person signing RFP must have the authority to bind the firm in a contract.
4. RFP should give Payee ID Number, full firm name and address of proposer on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a RFP, in the block provided in the upper right hand corner. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

Enter Federal Employer's Identification Number _____

Sole owner should also enter Social Security Number _____

5. RFP cannot be altered or amended after opening time. Alterations made before opening time should be initialed by proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by TSTC based on an acceptable written reason.
6. TSTC reserves the right to accept or reject any or all proposals, or parts thereof, waive technicalities and negotiate and award the RFP to best serve the interests of the College.
7. Consistent and continued tie bidding could cause rejection of RFP by TSTC and/or investigation for antitrust violations.
8. TSTC shall not be responsible for failure of electronic equipment or operator error. Late illegible, incomplete, or otherwise non-responsive RFP'S will not be considered.

B. TIE BIDS

Awards will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences).

C. AWARD OF CONTRACT

A response to this RFP is an offer to contract based upon the terms, conditions and specifications contained herein. RFP's do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award. Any legal actions must be filed in Cameron County, Texas.

D. PAYMENT

Vendor shall submit an itemized invoice showing TSTC's purchase order number. TSTC will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. For restrictions regarding prepayment, see section 11, below.

E. PATENTS OR COPYRIGHTS

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

F. VENDOR ASSIGNMENTS

Vendor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to IFBs must give the requisition number, codes, and opening date.

G. BIDDER AFFIRMATION

Signing this RFP with a false statement is a material breach of contract and shall void the submitted RFP or any resulting contracts, and the vendor shall be removed from all bid lists.

1. The proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted RFP.
2. Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the RFP made to any competitor or any other person engaged in such line of business.
3. Pursuant to Section 2155.004 Government Code the proposer has not received compensation for participation in the preparation of the specifications for this RFP.
4. Pursuant to Section 231.006(d), Family Code (relating to child support), the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive this specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
5. Under Section 2155.004 Government Code the proposer certifies that the individual or business entity named in this RFP is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

6. The Contractor shall defend, indemnify, and hold harmless TSTC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or commissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
7. Proposer agrees that any payments due under this will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
8. Proposer certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies proposer will complete the following information in order for the RFP to be evaluated:

Name of Former executive: _____

Name of State agency: _____

Date of separation from State agency: _____

Date of Employment with proposer: _____

9. Proposer agrees to comply with government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
10. Pursuant to Section 231.006©, Family Code, RFP must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the RFP. Attach name & social security numbers for each person. This information must be provided prior to contract award.

H. NOTE TO PROPOSER

Any terms and conditions attached to a RFP will not be considered unless specifically referred to on this RFP form and may result in disqualification of the RFP. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by the ordering agency and the contractor to attempt to resolve all disputes arising under this contract.

I. BEST VALUE CRITERIA

- The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;
- The number and scope of conditions attached to the RFP;
- The ability, capacity, and skill of the proposer to perform the contract or provide the service required;
- Whether the proposer can perform the contract or provide the service promptly, or within the time required, without delay or interference;
- The character, responsibility, integrity, reputation, and experience of the proposer;
- Proximity of the proposer's office to the site, and is there a firm principal at the local office, and how much of the design work will be done at the local office;

- Related to the above, how close are the proposer’s sub-consultants to the site, and are there firm principals at the local sub-consultants’ offices, and how much of the design work will be done at the local sub-consultants’ offices;
- The quality of performance of previous contracts or services;
- Any previous or existing noncompliance by the proposer with specification requirements relating to time of submission of specified data such as samples, models, drawings, certificates, or other information; the sufficiency of the financial resources and ability of the proposer to perform the contract or provide the service;
- The ability of the proposer to provide future maintenance, repair parts, and service for the use of the contract;
- The purchase price;
- Any relevant criteria specifically listed in the RFP or request for proposals.

Signature

Date

Attachment D - Conflict of Interest Questionnaire
If no conflicts, enter "None" on line 3 and sign.

<p>CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p>
<p>1 Name of person who has a business relationship with local governmental entity.</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>	
<p>4</p> <p align="center">_____</p> <p align="center">Signature of person doing business with the governmental entity</p> <p align="right">_____</p> <p align="right">Date</p>	

Attachment E – W9 Form
Texas State Technical College
Anti-Virus Software
RFP No.: RFP-18-CA-0423198

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>



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 #: _____
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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.

