



TEXAS EDUCATION AGENCY

William B. Travis Building
1701 North Congress Avenue
Austin, Texas 78701-1494

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ No.: 701-14-006

Special Education Hearing Officers

Authorized by: The Individuals with Disabilities Education Act, 20 U.S.C. §§1400 et seq.,
and its Implementing Regulations, 34 C.F.R. Part 300,
TEC § 29.001-29.017, and 19 TAC Chapter 89 AA

<p>PROPOSAL DELIVERY LOCATION: Purchasing & Contracts Division Texas Education Agency 1701 N. Congress Ave., Rm. 2-125 Austin, TX 78701-1494</p>	<p>REFER INQUIRIES TO: Yvette Butler TEAContracts@tea.state.tx.us</p>
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WITHOUT EXCEPTION - PROPOSAL MUST BE TIME AND DATE STAMPED BY THE TEA PURCHASING & CONTRACTS BEFORE:

WEDNESDAY, JULY 10, 2013 - 2:00 P.M., Central Daylight Time

Pursuant to the Provisions of the Texas Government Code Title 10 Subtitle D Chapter 2156.121 – 2156.127, sealed proposals will be received until the date and time established for receipt. After receipt, names, prices and other proposal details may only be divulged after award of a contract, if a contract is awarded. The award notice will be posted to the electronic state business daily at <http://esbd.cpa.state.tx.us/>.

All written requests for information will be communicated to all applicants known to the agency.

All proposals shall become the property of the State of Texas upon receipt.

All proposals must be delivered to the Texas Education Agency Purchasing & Contracts as required by the instructions within this request. All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.

All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addenda or interpretation that is not in writing.

Contractor understands and agrees that no public disclosures or news releases pertaining to this RFQ, subsequent award, or any results or findings based on information provided or obtained to fulfill requirements of this RFQ shall be made without prior written approval of TEA.

NOTE: Failure to formalize the terms of the proposal by signing the Execution of Offer (Attachment D) will result in disqualification of the offer contained within the bid package. Proposers must indicate any General Provisions terms that are not feasible with the submission of the proposal to this RFQ. If a proposal is signed and submitted without including a specific identification of all General Provisions that are not feasible, TEA will not negotiate the General Provisions.

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ATTACHMENTS (Are separately posted on ESBD)

ATTACHMENT A – NOTICE OF INTENT TO SUBMIT A PROPOSAL

ATTACHMENT B – PROPOSAL CHECKLIST

ATTACHMENT C – RFQ COVER PAGE

ATTACHMENT D – EXECUTION OF OFFER, AFFIRMATIONS, AND TERMS AND CONDITIONS

ATTACHMENT E – HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PLAN

SECTION ONE: INTENT AND PURPOSE

1.1 PURPOSE

It is the intent of the Texas Education Agency (TEA) to solicit proposals to provide special education hearing officer services in accordance with all requirements stated herein. Special education hearing officers preside over special education due process hearings filed by parents and school districts pursuant to the Individuals with Disabilities Education Act (IDEA).

Historically underutilized businesses (HUBs) are encouraged to submit proposals.

The Proposer, whether intending to subcontract or not, is required to complete and submit a HUB Subcontracting Plan, found at Attachment E. Failure to do so will result in disqualification.

1.2 BACKGROUND

The Individuals with Disabilities Education Act (IDEA) requires states receiving federal funding under the Act to establish and maintain a due process system to hear and resolve disputes between parents of children with disabilities and school districts. (See 20 U.S.C. §§ 1400 et seq. and 34 C.F.R. Part 300 for more specific information concerning due process hearings under IDEA.)

Pursuant to this IDEA mandate, TEA has adopted procedures for hearings involving the identification, evaluation, or educational placement of a child with a disability or the provision of a free appropriate public education to the child. These procedures are found in 19 TAC §§89.1150-89.1191.

Procedures for prehearings and hearings, respectively, are set forth in 19 TAC §§89.1180 and 89.1185.

The Texas Rules of Civil Procedure and the Texas Rules of Evidence, as modified by 19 TAC §§ 89.1150-89.1191, apply to special education due process hearings.

1.3 CONTRACT TERM

The term of any contract resulting from this RFQ shall be from contract award until August 31, 2014. TEA, at its own discretion, may extend any contract awarded pursuant to this RFQ for up to four additional fiscal years under the same or different terms. If extended, the first extension period shall be from September 1, 2014 through August 31, 2015; and the second extension period shall be from September 1, 2015 through August 31, 2016; the third extension period shall be from September 1, 2016 through August 31, 2017; the fourth extension period shall be from September 1, 2017 through August 31, 2018.

1.4 BUDGET

Multiple contracts will be awarded. The total amount of compensation for fiscal year 2014 will be limited to \$1,500,000.00 inclusive of all payments and expenses. TEA, however, reserves the right to increase this limit if circumstances warrant. This sum represents the total amount available for all contracts awarded.

1.5 COMPENSATION OF SERVICES

In exchange for the services provided by the Contractor, TEA will provide the following:

- A. Compensation at the hourly rate of \$150.00 for time spent performing the functions of a hearing officer. A hearing officer will be compensated up to three hours for actual time

spent on the organization of files, papers, exhibits, or other documents for the preparation of the final file that will be returned to TEA.

- B. Time expended traveling to and from a hearing will be compensated at the hourly rate of \$60.00. In cases where return travel is delayed due to inclement weather, canceled flights, or other unforeseen circumstances, TEA will consider on a case-by-case basis and in accordance with state and TEA travel rules whether the hearing officer or mediator should be compensated for all of the time expended as a result of the delay.
- C. Hearing officers will be reimbursed for TEA-sponsored training sessions at the hourly rate of \$150.00 for the actual time spent in training. Hearing officers will be reimbursed at the current state rates for transportation expenses for all TEA-sponsored training sessions. Lodging and meal expenses will only be reimbursed if the travel requires an overnight stay.
- D. TEA will reimburse a hearing officer for certain expenses as provided below:
 - 1. Copying costs will be reimbursed at 10 cents per page or the amount invoiced if service was contracted to another vendor, whichever is less.
 - 2. Telephone and long distance charges will be reimbursed at the actual cost incurred.
 - 3. Facsimile (fax) costs will be reimbursed at 10 cents per page.
 - 4. Translation and sign language interpreter costs, if required, will be reimbursed at a reasonable rate based upon usual and customary fees for such services. When possible, the contractor should obtain multiple estimates for these services.
 - 5. An amount not to exceed \$1,500.00 for tuition to attend TEA approved seminars for continuing legal education (CLE) credit hours. The \$1,500.00 limit applies to all contractors regardless of whether they serve as both a hearing officer and a mediator or serve in only one capacity. The transportation, lodging, and meal expenses related to attending seminars that fall within the \$1,500.00 tuition cap will be reimbursed at the current state rate, except that TEA will only reimburse a contractor for the travel expenses for one out-of-state seminar per fiscal year. A contractor wanting to attend a seminar must seek TEA's approval before the expiration of the early registration deadline, if any, or at least 30 days before the date on which the seminar begins. Tuition reimbursement for seminars offering an early registration discount will be limited to the amount of the early registration tuition.
 - 6. Lodging and meal expenses to conduct hearings will be reimbursed at the current General Services Administration (GSA)'s federal travel rates, except that the "standard rate" shall be \$85 maximum for lodging and \$46 maximum for meals and will apply for in-state locations that are not specifically listed in the GSA federal rates. Although receipts are not required for meals, reimbursement is limited to actual expenses incurred up to the maximum rate. Meal expenses are reimbursed only for travel requiring overnight stay. (Tips and alcoholic beverages will not be reimbursed.)

7. Mileage will be reimbursed at the current state rate. Car rentals, when required, will be reimbursed at the current state rate. Mileage is not reimbursed for car rentals; however, gasoline will be reimbursed at actual cost.
 8. Airfare will be reimbursed at the actual cost incurred. First and/or business class fares will not be reimbursed unless the hearing officer provides documentation that the first and/or business class fare is the only available option.
 9. Hearing officers should ensure that all travel expenses that they incur are the most cost effective considering all relevant circumstances.
- E. Hearing officers will not be compensated for time spent preparing billing invoices.

1.6 CONTRACTOR QUALIFICATIONS AND JOB REQUIREMENTS

1.6.1 Minimum Qualifications for Special Education Hearing Officers

- A. Be licensed to practice law in Texas;
- B. Continuously have been in good standing with the State Bar of Texas;
- C. Have been engaged in the active practice of law for at least five years before the date of responding to this RFQ;
- D. Have at least three years of practice in the areas of special education, school law, disability, administrative, constitutional, civil rights, and/or experience with court or administrative litigation;
- E. Possess knowledge of and the ability to understand the provisions of IDEA, federal and state regulations pertaining to IDEA, and legal interpretations of IDEA by federal and state courts;
- F. Possess the knowledge and ability to conduct hearings timely and in accordance with appropriate, standard legal practice;
- G. Possess the knowledge and ability to render and write decisions timely and in accordance with appropriate, standard legal practice; and
- H. Demonstrate clarity of expression in a legal writing sample.

1.6.2 Job Requirements of Special Education Hearing Officers

- A. A hearing officer must be independent and impartial. In this regard, a hearing officer may not:
 1. Be an employee of TEA or any public agency that is involved in the education or care of the student who is the subject of a hearing;
 2. Have a personal or professional interest that would conflict with his or her objectivity in a hearing; and

3. Represent, contract with, be employed by, or accept any remuneration from any individual or entity (including, without limitation, any child, parent, teacher, administrator, school district, charter school, or regional education service center) in connection with any matter relating to or involving public education (including, without limitation, any matter arising under or relating to the Texas Education Code, IDEA, Section 504 of the Rehabilitation Act of 1973, and any other federal or state law, rule, or regulation relating to education).

A person who otherwise qualifies to conduct a hearing is not a TEA employee solely because he or she is paid by TEA to serve as a hearing officer. In addition, the outside practice of law is not barred as long as it is permitted under Section A above and is compatible with the duties of a special education hearing officer. Specifically, the hearing officer must maintain the ability to meet all legal and contractual timelines.

- B. A hearing officer must travel to the school district or charter school involved in a hearing to conduct the hearing.
- C. A hearing officer must arrange for the attendance of a TEA contracted court reporter to record verbatim testimony.
- D. TEA may assign or reassign all or part of a hearing to another hearing officer. In these situations, the hearing officers must work cooperatively with each other.
- E. A hearing officer must possess, at his or her own expense, the necessary support and equipment to perform his or her duties. At a minimum, the hearing officer must have and maintain in good working order: (1) a telephone (monitored during business hours by an assistant, answering service, or answering system); (2) a fax machine; (3) a personal computer, with Internet service, running Windows and Microsoft Office compatible software; (4) an electronic mail (email) address; and (5) access to an online legal research system.
- F. A hearing officer must comply with the standards of neutrality, confidentiality, and conduct required by IDEA, the Family Educational Rights and Privacy Act (FERPA), and the State Bar of Texas Rules.
- G. A hearing officer must organize and maintain individual case files along with detailed records of activity on each case, such as travel, administrative expenses, research, drafting of orders, decisions, and correspondence.
- H. A hearing officer must comply with all legal and contractual timelines, including but not limited to the following:
 1. Promptly after being assigned a case, the hearing officer shall schedule and hold a prehearing conference, unless the interests of justice require otherwise.
 2. For hearings conducted under 34 C.F.R. §§ 300.507 through 300.513, the hearing officer shall render a final decision no later than 45 days after the expiration of the 30-day period under 34 C.F.R. § 300.510(b), or the adjusted

time periods described in 34 C.F.R. § 300.510(c), unless the deadline for a final decision has been extended by the hearing officer at the request of a party as provided by 34 C.F.R. §300.515(c).

3. The hearing officer shall only permit extensions upon the request of a party and shall not grant an extension without a request from a party.
 4. If an extension of time is granted, the hearing officer shall render a written order stating the good cause grounds for the extension and the specific date by which the final decision is due. The written order must be mailed to the parties within one business day of the date on which it is rendered.
 5. The hearing officer shall email all orders extending the timeline for rendering a final decision and all dispositive orders (e.g., orders of dismissal, summary judgment orders, orders following a hearing, etc.), to TEA on the day that the order is rendered.
 6. For hearings requested under 34 C.F.R. § 300.532, the hearing officer shall conduct the hearing in an expedited matter within 20 school days of the date the complaint requesting the hearing is filed and rendering a decision within 10 school days after the hearing as provided by 34 C.F.R. § 300.532(c). The hearing officer shall not grant any extensions of time in a hearing requested under 34 C.F.R. § 300.532.
 7. The hearing officer shall mail a final written decision or any dispositive order to the parties on the date the decision or order is rendered;
 8. The hearing officer shall mail the parties the “Due Process Hearing Questionnaire” along with any final written decision or any dispositive orders that disposes of all of the issues in the hearing;
 9. The hearing officer shall return individual case files to TEA within 30 days of rendering a final decision or a dispositive order that disposes of all of the issues in a hearing; and
 10. Upon notification that TEA has received a request for a document pursuant to the Texas Public Information Act, the hearing officer shall provide the relevant document to TEA immediately.
- I. A hearing officer must prepare and submit to TEA by the 10th day of each month a standard invoice (on a template provided by TEA) detailing the activities and expenses by case. Payment for services and reimbursement of expenses by TEA is further conditioned upon:
1. The hearing officer’s full compliance with all legal and contractual requirements applicable to special education due process hearings (including, without limitation, the specific requirements described in Section H, above);

2. The reasonableness of the amount of time spent by the hearing officer on the case(s) for which he or she is seeking payment/reimbursement;
 3. The hearing officer's timely submission of reasonable and acceptable documentation supporting all expenses being claimed; and
 4. The hearing officer's prompt return to TEA of all file materials relating to closed cases.
- J. A hearing officer must attend all training sessions held at TEA (typically two or three each fiscal year). In addition, a hearing officer must earn at least 10 hours of CLE in subject areas directly applicable to the duties of a hearing officer. An individual who serves as both a hearing officer and a mediator must earn at least 15 hours of CLE credit in subject areas directly applicable to the duties of both roles.
- K. If a hearing officer has not previously served as a special education hearing officer for TEA, he or she must:
1. Attend orientation training(s) required by TEA;
 2. Observe at least two special education due process hearings before being assigned a case.
- L. A hearing officer must comply with the decision format requirements set by TEA pursuant to the rules governing special education due process hearings. Specifically, decisions must meet the following requirements:
1. Contain correct grammar, punctuation, and spelling usage;
 2. Include findings of fact that are clear and concise, supported by the evidence, and necessary to resolve an issue properly before the hearing officer;
 3. Include conclusions of law that accurately apply the law to the findings of fact and that are necessary to resolve an issue properly before the hearing officer;
 4. Include discussion to explain a rationale not otherwise apparent from the findings and conclusions;
 5. Include an order that rules on all requests for relief and that does not require the parties to refer to any other part of the decision to implement the mandates in the order; and
 6. Include a synopsis of the case that includes each issue decided, the prevailing party on that issue, and a supporting citation to a provision of the IDEA regulations in 34 C.F.R. Part 300, the Texas Education Code, or the Texas Commissioner of Education's Rules for special education.

- M. A hearing officer must provide updates on case activities for each case file in the manner specified by TEA, including but not limited to entering direct updates into TEA's electronic docket system.
- N. A hearing officer and any of the hearing officer's staff who will have access to Texas public school campuses must submit to a national criminal history record information review (including fingerprinting) and meet all eligibility standards and criteria set by TEA before serving in assignments on behalf of TEA. If an individual has not completed this requirement or the review results in a determination that the individual is not eligible for assignment, the contract will be terminated effective immediately or on the date of notice of non-eligibility, whichever is earliest.

There is no guarantee as to the number of cases that will be assigned to a hearing officer. TEA assigns cases to hearing officers through an automated alphabetical rotation. An exception to this process is when the parties to the hearing were involved in another hearing filed within the last 12 months. Another exception to this process may occur when a due process hearing request is filed that involves a sibling of another student who has been the subject of a due process hearing within the last 12 months. In these situations, TEA will assign the hearing to the same hearing officer who presided over the previous hearing.

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SECTION TWO: PROPOSAL FORMAT AND CONTENT

2.1 PROPOSAL FORMAT

Proposals must be typewritten, double-spaced, and single-sided, with margins of at least one inch on 8.5" x 11" paper, and must be limited to five pages, not including appendices and attachments. Font size must be no smaller than 11-point (Times New Roman or Arial), and width between characters should be normal (100 percent). Proposals must be stapled in the top left corner, or if bound, must be bound in a 3-ring binder. Proposals must be tabbed to identify the documents listed on the Proposal Checklist outlined in Attachment B. Proposals must be submitted in a manner that does not carry any benefit, keepsake, or value for members of the review panel.

2.1.1 Proposal Cover Page

Proposals must include a cover page that includes all of the information outlined in Attachment C.

2.1.2 Writing Sample

Proposers must submit a writing sample of a legal nature that is not more than 10 pages in length. Current hearing officers should submit a previously-issued special education due process hearing decision that has all personally identifiable student information redacted.

Failure to submit a writing sample will disqualify the proposal.

2.2 MANAGEMENT PLAN FOR THE PROJECT

- A. The proposer must demonstrate that each individual seeking to serve as a hearing officer under a contract meets the minimum qualifications described in Section 1.5.1 of the RFQ. In addition, the proposer must state the number of years of experience that each individual has in the following areas:
1. Special education, school law, disability, administrative, constitutional, and/or civil rights law;
 2. Serving as a hearing officer, administrative law judge, and/or civil judge; and
 3. Administrative hearing and/or civil litigation.
- B. The proposer must provide satisfactory evidence of capability to manage and coordinate the types of activities described in Section 1.5.2 of the RFQ. To this end, the proposer must include the following information:
1. Past experience working on similar projects and/or how past experience has provided a foundation to successfully engage in similar work;
 2. Approach for scheduling, preparing for, and conducting hearings and for producing final decisions;
 3. The reasons for submitting the proposal;
 4. The structure of the organization;

5. System for managing all statutory and contractual timelines and providing updates on activities to TEA; and
6. The equipment that will be used to carry out the requirements in the RFQ.

2.3 CONDITIONS FOR SUBMITTING PROPOSALS

- A. TEA reserves the right to reject any and all proposals and to negotiate portions thereof.
- B. TEA reserves the right to select the proposal based on consideration of the outcomes desired. The proposer shall furnish such additional information that TEA may reasonably require.
- C. The selected proposal will be incorporated into a contract prepared by TEA for signature by the contracting parties. The resulting contract shall contain, among others, the following provisions:
 1. The contractor shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by a third party and occurring or in any way incident to, arising out of, or in connection with wrongful acts of the proposer, its agents, employees, and subcontractors, done in the conduct of the contract project.
 2. All materials, conceptions and products produced or conceived by the contractor, its employees, agents, consultants or subcontractors arising out of the contract shall be the sole property of TEA, and TEA shall have the exclusive right to copyright and patent these materials, conceptions and products, subject to applicable law. Contractor shall so bind all concerned.
 3. The case files resulting from this contract will become the property of TEA.
 4. Under Section 231.006 of the Texas Family Code, the proposer must certify that he or she is not ineligible to receive the specified grant, loan, or payment, and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate.
- D. The proposer must agree to work with TEA staff so that the due process hearing system remains in compliance with IDEA and any other applicable laws.
- E. The proposer must agree to comply with all of the requirements set forth in this RFQ.
- F. In the event that an unforeseeable error occurs in this RFQ, TEA reserves the right to correct any such error.

2.4 PROPOSER'S FINANCIAL RESPONSIBILITY

All private sector companies, individuals, or nonprofit organizations may be required to submit prior to award indicators of financial stability. For example:

- A. Private companies will submit their most recent audited financial statement or a certified public accountant-compiled financial report;

- B. Nonprofits will submit an audited financial statement, a certified public accountant-compiled financial report, or similar document; and
- C. Individuals will submit those documents that depict their financial stability, such as an audited proprietorship financial statement, statement from a certified public accountant or banker, or a statement from vendors or suppliers. A performance bond from an individual may be required at TEA's discretion.

All nonprofit organizations may also be required to submit proof of nonprofit status. A proposer may show that it is a nonprofit organization by any of the following means:

- A. A copy of a letter from the Internal Revenue Service recognizing that contributions to the organization are tax deductible under Section 501(c)(3) of the Internal Revenue Code;
- B. A statement from a state taxing body or the state attorney general certifying that the organization is a nonprofit organization operating within the state and that no part of its net earnings may lawfully benefit any private shareholder or individual;
- C. A certified copy of the proposer's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the proposer; or
- D. Any item described above if that item applies to a state or national parent organization, together with a statement by the parent organization that it is a local nonprofit affiliate.

The failure to submit the requested documents may result in the disqualification of the proposer.

2.5 CONFLICT OF INTEREST

A proposer will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, Proposer's response to this RFQ must disclose all business interest and all relationships (i.e. previous employment, personal relationships etc.) that could be considered to pose possible conflicts of interest in the proposer's performance of contract obligations. In addition, Proposers must represent and warrant in its response to this RFQ and in the subsequent contract that in the performance of services under the contract, (1) proposer does not have and will not have any actual, perceived or potential conflict of interest, and (2) proposer will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

Pursuant to Section 2252.901 of the Texas Government Code, Proposer shall make full disclosure of former employee/retiree of TEA or the intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Within the first twelve months of leaving employment at TEA, a former employee/retiree selected by the Proposer for employment or subcontracting, shall not perform services on a project or fill a position that the former employee/retiree worked on while employed at TEA.

SECTION THREE: GENERAL INSTRUCTIONS AND TIMELINE

3.1 INTENT TO SUBMIT PROPOSAL

All prospective respondents should notify the Texas Education Agency in writing of their intent to submit a response (Attachment A) by June 12, 2013 by 5:00 P.M., to the TEA Purchasing and Contracts Division, Attention: Yvette Butler, Purchasing and Contracts TEAContracts@tea.state.tx.us or by Fax: 512-475-1706.

Failure to notify the Agency of the intent to submit a proposal will not disqualify the proposer from submitting a proposal.

3.2 QUESTIONS RECEIVED PRIOR TO THE PROPOSAL DEADLINE

In order to assure that no prospective respondent may obtain a competitive advantage because of acquisition of information unknown to other prospective respondents, any additional information that is different from or in addition to, information provided in the RFQ will be provided only in response to written inquiries.

Copies of all inquiries and the written answers will be posted as an addendum to the RFQ at the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/>. The addendum will be updated as needed while the RFQ is advertised with the last addendum posting no later than five business days prior to the RFQ closing. The last day to submit written questions via email or fax is **June 20, 2013 by 5:00 P.M. (Central Standard Time)**. NO PHONE INQUIRIES WILL BE ACCEPTED.

Upon publication of this RFQ, besides written inquiries as described above, employees and representatives of TEA will not answer questions or otherwise discuss the contents of the RFQ with any potential vendor or their representatives. If a potential vendor fails to observe this restriction, that vendor's response to this RFQ may be disqualified. This restriction does not preclude discussions for the purpose of conducting business unrelated to this RFQ.

TEA will not be bound by any communication with Respondents other than the written addenda issued by the Agency.

3.3 NUMBER OF COPIES OF PROPOSAL

The proposer must submit six (6) copies of the proposal. The failure to submit all of the required number of copies by the deadline shall result in disqualification of the proposal and no further consideration. Photocopying is not available at TEA.

Additions or replacements to the proposal will not be accepted after the closing date for receiving the proposal in the Purchasing & Contracts Office.

3.4 PROPOSAL SUBMISSION, DATE, AND TIME

WITHOUT EXCEPTION, PROPOSALS MUST BE TIME AND DATE STAMPED BY TEA'S PURCHASING & CONTRACTS DIVISION BEFORE:

WEDNESDAY, JULY 10, 2013 - 2:00 P.M., Central Daylight Time

Proposals must be submitted in a sealed envelope (or package as appropriate) with the proposer's name, the RFQ number, and the closing date prominently visible on the envelope or package. If multiple envelopes or packages are used, the proposer should indicate on the packages the specific item number of the total number of items (e.g., "1 of 3").

Proposals will not be considered if received in Texas Education Agency's Purchasing & Contracts Division after 2:00 P.M. (Central Daylight Time) on the closing date. In establishing the time and date of receipt, the Commissioner of Education will rely solely on the time/date stamp of the TEA Purchasing & Contracts Division.

TEA will not accept a USPS postmark and/or round validation stamp, mail receipt with the date of mailing stamped by the USPS, a dated shipping label, invoice or receipt from a commercial carrier, or any other documentation as proof of receipt of any proposal. Proposers are advised that TEA assumes no responsibility, due to any circumstances, for the receipt of a proposal after the deadline time and date established in this RFQ.

Facsimile transmissions (FAX) or scanned and emailed copies of proposals will not be accepted under any circumstances.

Proposers must sign the "Execution of Offer, Affirmation of Terms and Conditions" instrument (Attachment D). By signing, the proposer or the proposer's legally authorized agent affirms that all statements within the proposal are true and correct. Discovery of any false statement in the proposal is a material breach and shall void the submitted proposal or any resulting contract. In addition, the proposer shall be removed from all vendor lists maintained by the State of Texas.

TEA's Purchasing & Contracts Division is open Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding holidays. The Purchasing & Contracts Office is located on the second floor, RM 2-125 of the William B. Travis Building, 1701 N. Congress Avenue (at 17th Street and N. Congress Avenue, two blocks north of the Capitol,). Please note that all TEA visitors must register with the TEA Receptionist Desk and receive a visitors badge to visit any area of the agency. In addition, all visitors must be escorted by a TEA employee to the respective area. Be sure to incorporate time for parking and the reception desk when delivering proposals in person.

The mailing address is:

PURCHASING AND CONTRACTS DIVISION, RM 2-125
Texas Education Agency
William B. Travis Building
1701 N. Congress Avenue
Austin, Texas 78701-1494

3.5 SEQUENCE OF EVENTS

DATE	EVENT
Wednesday, May 29, 2013	Publication of Request for Qualifications on the electronic state business daily at http://esbd.cpa.state.tx.us/ .
Wednesday, June 12, 2013	Notice of Intent to submit a proposal is due in the TEA Purchasing & Contracts Division by 5:00 P.M., Central Daylight Time
Thursday, June 20, 2013	Last day to submit written questions about the RFQ to TEA, no later than 5:00 P.M., Central Daylight Time
Wednesday, July 10, 2013	Proposal is due in the Purchasing & Contracts by 2:00 PM Central Daylight Time
July 15, 2013 - August 5, 2013	Evaluation process
September 2, 2013	Beginning date of contract
August 31, 2014	End of initial term of contract
September, 2013	Orientation and training

It should be noted that all of these dates except the final completion date may vary as conditions require.

3.6 STANDARD RESPONSE REQUIREMENTS

- A. Proposals that address only part of the requirements contained in this Request for Qualifications may be considered non-responsive.
- B. Texas Education Agency reserves the right to reject any and all proposals and to negotiate portions thereof.
- C. Texas Education Agency reserves the right to select the response proposal containing the best qualifications considering the outcomes desired. The respondent shall furnish such additional information that the Agency may reasonably require.

3.7 PROPOSAL PREPARATION COSTS

The TEA will not be liable for any costs incurred in the preparation and submittal of a proposal.

3.8 DISCLOSURE OF PROPOSAL CONTENT

After contract award, all responses are subject to release under the Texas Government Code, Chapter 552, Public Information Act. Respondents must indicate on their Qualifications Package cover if their submission contains proprietary information. It is recommended that the respondent identify the specific sections within the response that it considers proprietary.

3.9 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

Each state agency is required to make a good faith effort to utilize HUBs in state contracts. It is TEA's policy to promote and encourage contracting opportunities for HUBs in all contracts. Proposals should note if the proposer is currently certified as a HUB by the Texas Procurement and Support Services Division (TPASS) of the Texas Comptroller of Public Accounts. Proposals must clearly identify HUB status and include a copy of the HUB certificate.

SECTION FOUR: REVIEW OF PROPOSALS

4.1 EVALUATION OF PROPOSALS

Evaluation of RFQ proposals shall begin as soon as practical after receipt. The evaluation team shall consist of TEA staff knowledgeable in the content and program area.

Selection of hearing officers will be based on TEA's evaluation of the proposers' qualifications and ability to meet the requirements stated in this RFQ. Where the proposer was a hearing officer under contract with TEA for any previous contract period, due weight will be placed on the performance of the proposer during any such previous contract period.

The recommendations of the review panel will be assembled and presented to the commissioner of education or his designee who will:

1. Approve the recommendation in whole or in part;
2. Disapprove; or
3. Defer action on the request for such reasons as a requirement for further evaluation.

By law, the Agency may not disclose any information until a contract is executed by both parties. Upon contract award, TEA will post the contract award notice to the electronic state business daily (ESBD) at: <http://esbd.cpa.state.tx.us/>.

4.2 SELECTION CRITERIA

RFQ responses will be selected based on the ability of each respondent to carry out all of the requirements contained in this RFQ. A proposer who is in default or otherwise not in good standing under any current or prior contract at the time of selection will not be eligible for award of this contract. TEA will base its selection on, among other things, demonstrated competence and qualifications of the respondent. From the list of respondents, TEA will only consider proposals that meet the minimum qualifications.

Initial Screening – Minimum Qualifications

1. Licensed to practice law in Texas
2. Continuously in good standing with the State Bar of Texas
3. Engaged in the practice of law for at least five years before the date of responding to this RFQ
4. At least three years of practice in the areas of special education, school law, disability, administrative, constitutional, civil rights, and/or experience with court or administrative litigation
5. Knowledge of and the ability to understand the provisions of IDEA, federal and state regulations pertaining to IDEA, and legal interpretations of IDEA by federal and state courts
6. Knowledge and ability to conduct hearings timely and in accordance with appropriate, standard legal practice

7. Knowledge and ability to write and render decisions timely and in accordance with appropriate, standard legal practice

If any of the above are not demonstrated, the proposal will not be considered

The TEA will rank proposals by assigning points based on the criteria listed in the following table:

CATEGORIES	POSSIBLE POINTS
Experience	
1. Legal experience in the areas of special education, school law, disability, administrative, constitutional, or civil rights law	20
2. Experience in civil or administrative litigation and/or as an administrative law judge, hearing officer, or civil judge	20
Writing Sample	
1. Well-organized and written in language understandable by the general public	10
2. Correct mechanics of writing (grammar, punctuation, spelling, and usage)	5
3. Clear and concise statement of the issues	5
4. Clear and concise statement of the relevant facts	5
5. Arguments and/or conclusions contain clear reasoning and are adequately supported by legal authority	5
Management Plan	
1. Approach for scheduling, preparing for, and conducting hearings and for producing final decisions	10
2. Experience working on similar projects (described in sufficient detail to demonstrate the ability to perform the functions outlined in the RFQ)	5
3. Understanding of the magnitude and the dynamics of the tasks described in the RFQ	5
4. Evidence of good organizational and management practices	5
5. Necessary support and equipment to carry out the requirements in the RFQ	5
	100

Deductions

- If the proposer has ever been under contract as a hearing officer and one or more of the proposer’s special education hearing decisions has been reversed by the final reviewing court within the last two years, 10 points from the overall score will be deducted.

- If the proposer has ever been under contract as a hearing officer and demonstrated performance problems that resulted in disciplinary or corrective action and/or resulted in or likely would have resulted in his or her contract not being extended, up to 30 points from the overall score will be deducted.

4.3 CONFLICT OF INTEREST

A proposer will not be selected if he or she has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, proposals must disclose all business interests and relationships that could reasonably be considered to pose possible conflicts of interest in the proposer's performance of contract obligations. In addition, proposers must represent and warrant in their proposals that they: (1) do not have and will not have any actual or potential conflicts of interest; and (2) will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

NOTICE OF INTENT TO SUBMIT A PROPOSAL

RFQ No.: 701-14-006

Special Education Hearing Officers

The undersigned individual/organization hereby files a notice of intent to submit a proposal for:

Name of Individual/Organization: _____

Mailing Address: _____

Contact Person (If applicable): _____

E-Mail: _____

Phone Number: () _____ FAX: () _____

Filing this notice is not mandatory; however, it will assist the Texas Education Agency in anticipating the volume of proposals to better expedite the review process and finalize contract awards.

PLEASE SUBMIT THIS NOTICE BY E-MAIL OR FAX AS SOON AS POSSIBLE AFTER RECEIPT OF THE RFQ, BUT NOT LATER THAN, June 12, 2013 TO:

TEAContracts@tea.state.tx.us

Attention to Yvette Butler

Texas Education Agency

Purchasing and Contracts Division

FAX (512) 475-1706

PROPOSAL CHECKLIST

This checklist is to assist proposers in ensuring that all required information is included in their response. Proposers must refer to the appropriate section of the RFQ for detailed information on the items:

- | | | |
|--------------------------|---|--------------|
| <input type="checkbox"/> | Notice of Intent to Submit a Proposal
(Submit by June 12, 2013) | Attachment A |
| <input type="checkbox"/> | Proposal Checklist | Attachment B |
| <input type="checkbox"/> | Cover Page | Attachment C |
| <input type="checkbox"/> | Writing Sample | Sec. 3.1.2 |
| <input type="checkbox"/> | Management Plan | Sec. 3.2 |
| <input type="checkbox"/> | Six Copies of Proposal | Sec. 3.3 |
| <input type="checkbox"/> | Signed Execution of Offer, Affirmation of Terms and Conditions,
and Proposal Preferences | Attachment D |
| <input type="checkbox"/> | HISTORICALLY UNDERUTILIZED BUSINESS (HUB) Form | Attachment E |

COVER PAGE

TEA RFQ 701-14-006

SPECIAL EDUCATION HEARING OFFICER

Full Legal Name

Position/Title (If Applicable)

Organization (If Applicable)

Address

Contact Number

Email Address

Date Submitted

PROPOSAL CONTAINS PROPRIETARY INFORMATION

(Check this box, if the proposal being submitted contains proprietary information.)

EXECUTION OF OFFER, AFFIRMATION OF TERMS AND CONDITIONS

A. As used in these General Provisions:

- *Contract* means the entire document, and all of TEA’s attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions), amendments and extensions of or to the Standard Contract;
- *Receiving Agency or Party or TEA* means the Texas Education Agency;
- *Performing Agency or Contractor* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors’ officers, directors, employees, agents, representatives and consultants;
- *Project Manager/Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project;
- *Contract Project* means the purpose intended to be achieved through the Contract;
- *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto;
- *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract (“Works” includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.); and,
- *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

B. **Contingency:** The Contract(s), including any amendments, extensions or subsequent contracts, are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA’s discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

C. **Indemnification:**

For local educational agencies (LEAs), regional education service centers (ESCs), institutions of higher education (IHEs), and state agencies: Contractor, to the extent permitted by law, shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor in performance of the Contract Project.

For all other contractors, including nonprofit organizations and for-profit businesses: Contractor shall indemnify, hold harmless, and defend TEA and the State, all of its officers, agents, and employees from any and all claims, actions, suits, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts or omissions of the Contractor or any agent, employee, subcontractor, or supplier of Contractor in performance of the Contract Project.

- D. **Subcontracting and Substitutions:** Contractor shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. TEA reserves the right to request changes in personnel assigned to the project. The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of the TEA Project Manager.
- E. **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- F. **Contractor's Proposal:** Contractor's proposal that was furnished to TEA in response to a request for proposal is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's proposal whether such proposal is a written part of this Contract or is attached as a separate document.
- G. **Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the Request for Proposal, in response to which Contractor submitted a proposal, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.
- H. **Records Retention:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than five (5) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirements to cooperate is included in any subcontract it awards.

- I. **Intellectual Property Ownership:** Contractor agrees that all Works are, upon creation, works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Contractor for the Contract Project, granting Contractor rights sufficient to support the performance and grant of rights to TEA by Contractor. Copies of such agreements shall be provided to TEA promptly upon request.

Contractor warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Contractor will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Contractor grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based

upon such preexisting rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Contractor will provide TEA with documentation indicating a third party's written approval for Contractor to use any preexisting rights that may be embodied or reflected in the Works.

Contractor agrees, at Contractor's expense, to indemnify, hold harmless and defend TEA and the State from claims involving infringement of third parties' licenses, trademarks, copyrights or patents.

For School Districts and Nonprofit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, nonprofit organizations, and their employees, agents, representatives, consultants and subcontractors.

For Education Service Centers (ESCs): The foregoing Intellectual Property Ownership provisions apply to an Education Service Center (ESC) and its employees, agents, representatives, consultants, and subcontractors. If an ESC or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative works from the Works, then express written permission must first be obtained from TEA Legal Division.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works created or conceived by colleges or universities under the Contract, they are granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. Colleges and universities are prohibited, however, from advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative works from the Works that are created or conceived under this Contract, without the express written permission of TEA Legal Division.

- J. **Sanctions for Failure to Perform or for Noncompliance:** If Contractor, in TEA's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this Contract, TEA may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this Contract in whole or in part; and the seeking of other remedies as may be provided by this Contract or by law. Any cancellation, termination, or suspension of this Contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from TEA.
- K. **Contract Cancellation, etc.:** If this Contract is cancelled, terminated, or suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to such cancellation, termination or suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible.
- L. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within 30 days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- M. **Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of

unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.

- N. **TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- O. **State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to Texas State Board of Education rules pertaining to this Contract and the Contract Project, and to the laws of the State of Texas governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.
- P. **Federal Regulations Applicable to All Federally Funded Contracts:**
1. For Local Education Agencies (LEAs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
 2. For Education Service Centers (ESCs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles) and A-133 (Audits);
 3. For Institutions of Higher Education (IHEs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, OMB Circular A-21 (Cost Principles), 47 CFR 0 and 64, OMB Circular A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
 4. For Nonprofit Organizations: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-122 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
 5. For State Agencies: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements); and
 6. For Commercial (for-profit) Organizations: 29 CFR 1630 and 48 CFR Part 31.
 7. For American Recovery and Reinvestment Act funded projects: FAR 52.204-11, 52.212-5, 52.214-26, 52.215-2, and OMB Guidance Memo M-09-15.
- Q. **Point of Contact:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA project manager listed below or their successors in office:

TEA

Lorie Williams
Texas Education Agency
William B. Travis Building
1701 N. Congress Avenue
Austin, Texas 78701

CONTRACTOR

- R. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Contractor that will confirm the services provided within each funding source. Contractor must adjust payroll records and expenditures based

on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.

- S. **Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:
1. Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
 2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
 3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
 4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
 5. The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
 6. Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
 7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
 8. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and
 9. General Education Provisions Act, as amended.
- T. **Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government.
- U. **Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.
- V. **Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- W. **Family Code Applicability:** By signing this Contract, Contractor, if other than a state Party, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive specified grant, loan, or

payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.

- X. **Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after the agency receives Contractor's notice of claim, then the parties must submit the dispute to mediation before a mutually acceptable mediator in Travis County, Texas. The mediation must be completed on or before 270 days after the agency receives Contractor's notice of claim. Completion of the mediation is a condition precedent to the filing of a contested case hearing under Chapter 2260. The agency's participation in mediation or any other dispute resolution process shall not waive any of the agency's contractual or legal rights and remedies, including but not limited to sovereign immunity.
- Y. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.
- Z. **Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
- AA. **Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- BB. **Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

- CC. **Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor 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 response.
- DD. **Venue and Jurisdiction:** Subject to and without waiving any of the Agency's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.
- EE. **Protests:** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the written protest is submitted within ten (10) working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002) <http://ritter.tea.state.tx.us/rules/tac/index.html>.

If the protest procedure results in a final determination by the Agency that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then the Agency may declare the contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against the Agency.

- FF. **Liability for and Payment of Taxes:** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- GG. **Severability:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- HH. **Conformance:** The Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, respondent warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- II. **Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.
- JJ. **Criminal Background Checks:** If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this

contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.

- KK. **Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing and Contracts Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.
- LL. **Buy Texas:** In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. This provision does not apply if Contractor receives any federal funds under this Contract.
- MM. **Excluded Parties List System:** The Texas Education Agency is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Contractor certifies that they are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
- NN. **Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal, state or local government entity. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- OO. **Web Accessibility Policy:** State law requires State Agencies and institutions of higher education to provide persons and employees with disabilities access comparable to access and use provided to the public and State employees without disabilities for the following: telephones and other telecommunications products, information kiosks, transaction machines, internet websites, and multimedia resources. TEA adheres to the standards set forth in TAC §206 State Web Sites, TAC §213 Electronic and Information Resources, and the Federal 508 requirements which may be viewed at <http://www.governor.state.tx.us/disabilities/resources/keylaws/access>. This policy is applicable to all TEA contractors who develop or provide any of the services or products listed above as a result of a TEA contract award or approved vendor list. All documents created or developed under this Contract must also be compliant with all state and federal regulations for web accessibility (i.e., Americans with Disabilities Act (ADA) compliance, http://www.dir.state.tx.us/general_info/accessibility.htm).
- PP. **Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a respondent's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.
- QQ. **Social Security Numbers Withheld:** TEA will not provide Social Security Numbers (SSNs) to any Contractor under this contract. TEA, its contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract.

- RR. **Proprietary or Confidential Information:** Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within thirty (30) days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.
- SS. **Independent Contractor:** Contractor shall serve as an independent contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas.
- TT. **Vendor Performance:** All state agencies must report unsatisfactory vendor performance on purchases over \$25,000. Respondents who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. Agencies report satisfactory and exceptional vendor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, vendor performance may be used as a factor in future contract awards.

Contractor performance information is located on the CPA web site at:

http://www.window.state.tx.us/procurement/prog/vendor_performance/

- UU. **Termination:** This contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.
1. **Termination for Convenience:** Either Party may terminate this Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the other Party. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted under this Contract and were incurred prior to the effective termination date.
 2. **Termination for Cause/Default:** If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

TEA may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TEA notifies the Contractor in writing prior to the exercise of such remedy.

The Contractor shall remain liable for all covenants and indemnities under the Contract. The Contractor shall be liable for all costs and expenses, including court costs, incurred by TEA with respect to the enforcement of any of the remedies listed herein.

3. **Termination Due to Changes in Law:** *If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.*
4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.
5. **Survival of Terms:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

VV. Amendments:

1. All amendments to this Contract will be in a manner as prescribed by the Project Administrator of TEA, subject to Paragraph B of the General Provisions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form supplied by TEA. Amendments must be mailed to the Purchasing and Contracts Division, Room 2-125, Texas Education Agency, William B. Travis Building, 1701 North Congress, Austin, Texas 78701. An amendment to this Contract will become effective on the date of signature of TEA.
2. The Contractor is permitted to rebudget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes (less than 10%) to the approved budget without submitting a written amendment. However, a revised budget document must be submitted to the TEA Project Manager for approval. Once approved, the documents must be submitted and Contracts office and will be incorporated into the Contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.
3. Written amendments are required for the following Contract changes:
 - a. any revision which would result in the need for additional funding;
 - b. any revision to the scope or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval);
 - c. a request to extend the period of the Contract;
 - d. cumulative transfers among direct cost categories which exceed or are expected to exceed ten percent of the current total approved budget category
 - e. any reduction of funds or reduction in the scope of work;
 - f. whenever a line item within a class/object code is added;
 - g. an increase in the quantity of capital outlay item(s) requested; and
 - h. an increase or decrease in the number of positions charged to Contract.

All amendments must be signed by both parties.

WW. Payment:

Payment for goods or services purchased with State-appropriated funds is made by warrant (check) or by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Any payment owed by an agency must be mailed or transmitted electronically to the vendor no later than 30 days after the later of:

- (1) the day on which the agency received the goods;
- (2) the date the performance of the service under the contract is completed; or
- (3) the day on which the agency received the complete and correct invoice for goods or services.

Additional information and a Direct Deposit Authorization application may be found at: <https://fm.x.cpa.state.tx.us/fm/payment/index.php>.

1. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors in TEA, if necessary. Unless otherwise stated, payment under this Contract will be made upon performance of services based upon submission of an expenditure report/invoice, properly prepared and certified, outlining expenditures by cost category. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts Texas Identification Number (TIN) on all invoices/expenditure reports. The cost categories provided in the expenditure report/invoice must coincide with the cost categories detailed in the approved budget. A list of tasks/activities performed during the invoice period must accompany the expenditure report/invoice. The final expenditure report/invoice is due within forty-five days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.
2. An encumbrance, accounts payable, and expenditure, as with all other contract accounting terms, will be as defined in the *Financial Accounting and Reporting Module of the TEA Financial Accountability System Resource Guide*. All goods must have been received and all services rendered by the ending date of this Contract in order for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
3. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the contract applied toward the debt or delinquent taxes owed the state until the amount is paid in full, regardless of when the debt or delinquency was incurred. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before TEA enters into a written contract with that person.

Contractor may verify their account status by accessing the Comptroller's website at: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>. If the account status message is "on vendor hold," the contractor is advised to contact the Comptroller's Warrant Hold Section in the Division of Revenue Accounting at 1-800-531-5441 ext. 3-4561 for assistance in resolving the issue.

XX. Prohibition of text messaging and emailing while driving during official federal grant business: Federal grant recipients and their grant personnel are prohibited from texting messaging while driving a government owned vehicle or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," effective October 1, 2009.

YY. **Insurance:**

Contractor represents and warrants that it will, within five (5) business days of being requested by the TEA, provide TEA with current certificates of insurance or other proof acceptable to TEA of the following insurance coverage: Standard Workers Compensation Insurance, covering all personnel who will provide services under this Contract; Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$500,000 minimum each occurrence; \$1,000,000 per general aggregate.

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from A.M. Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TEA. Contractor represents and warrants that it shall maintain

the above insurance coverage during the term of this Contract, and shall provide TEA with an executed copy of the policies immediately upon request.

ZZ. Force Majeure

Neither Contractor nor *{Insert agency name here}* shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

AAA. Drug Free Workplace Policy

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

The Texas Government Code and Family Code sites referenced in this document may be viewed at:
<http://www.statutes.legis.state.tx.us/>

The Texas Administrative Code site referenced in this document may be viewed at:
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.viewtac](http://info.sos.state.tx.us/pls/pub/readtac$ext.viewtac)

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Proposer has read, understands, and agrees to be bound to the terms and conditions stated in the RFQ. If a contract is awarded to Proposer pursuant to this RFQ.

Contractor shall provide to Agency, Contractor's nine (9) digits Federal Employer's Identification Number (FEI#) or Social Security Number (SSN) if Contractor is an individual, or Contractor's fourteen (14) Digit State of Texas Payee Identification Number (TIN). If Contractor is incorporated, Contractor shall also provide to Agency the corporation's charter number issued by the Texas Secretary of State's office. Information provided by the contractor will be verified by the Agency.

Contractor's FEI# _____
 Contractor's SSN _____
 Contractor's TIN _____
 Contractor's charter# _____

The undersigned is an authorized official for the Proposer and certifies that the proposal submitted with this "Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences" instrument is in full compliance with the provisions expressly stated above. I further certify that the proposal submitted with this instrument is allowed to claim any of the Chapter 2155 Texas Government Code preferences checked below:

The proposer, if selected as the contractor, will be required to purchase products and materials produced in this state when they are available at a price and time comparable to products and materials produced outside of Texas (TX Govt. Code § 2155.4441).

Check below if claiming a preference included in Chapter 2155 of the Texas Government Code and in Rule 1 TAC 113.8

<input type="checkbox"/>	§ 2155.441	Products of persons with mental or physical disabilities
<input type="checkbox"/>	§ 2155.442	Energy efficient products
<input type="checkbox"/>	§ 2155.443	Rubberized asphalt paving material
<input type="checkbox"/>	§ 2155.444	Texas produced supplies, materials, or equipment; or USA supplies, materials, or equipment over foreign products
<input type="checkbox"/>	Rule 1 TAC	Services offered by a Texas bidder
<input type="checkbox"/>	§ 2155.444	Texas agriculture products
<input type="checkbox"/>	§ 2155.445	Recycled, remanufactured, or environmentally sensitive products made of recycled materials
<input type="checkbox"/>	§ 2155.446	Paper containing recycled fibers
<input type="checkbox"/>	§ 2155.447	Recycled motor oil and lubricants
<input type="checkbox"/>	§ 2155.449	Products produced in facilities on rehabilitated property as certified by section 361.609 of the Texas Health and Safety Code
<input type="checkbox"/>	§ 2155.449	Products and services from economically depressed or blighted areas
<input type="checkbox"/>	§ 2155.449	Products and services from Historically Underutilized Business or small business pursuant to the goals and objectives stated in chapter 2161 of the Texas Government Code
<input type="checkbox"/>	HB 3560	Goods produced or offered by service-disabled veterans.
<input type="checkbox"/>	HB 3560	Preference to manufacture that has recycle program for computer equipment.
<input type="checkbox"/>	HB 3560	Preference to contractors providing foods of higher nutritional value.

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

PROPOSER/COMPANY NAME:
PROPOSERS IDENTIFICATION NUMBER:
STREET ADDRESS:
CITY/STATE/ZIP:
TELEPHONE NO.:
FACSIMILE NO.:
EMAIL ADDRESS:
NAME OF PROPOSER'S AUTHORIZED AGENT:
TITLE OF PROPOSER'S AUTHORIZED AGENT:
SIGNATURE OF AUTHORIZED AGENT:



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 have a continuous contract* in place for five (5) years or less 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 have a continuous contract* in place for five (5) years or less 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 indicated 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, 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 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) §20.13 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,
- 32.7 percent for all special trade construction contracts,
- 23.6 percent for professional services contracts,
- 24.6 percent for all other services contracts, and
- 21 percent for commodities contracts.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(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 contracts that have been in place for five years or less 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 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 goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "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. (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 have a <u>continuous contract*</u> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> 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 <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

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 have a continuous contract* in place with for five (5) years or less **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 SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

a. 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 have a continuous contract* in place for five (5) years or less.	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 .
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
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		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
		%	%	%
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.*

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If **Yes**, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If **No**, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 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 <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to 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
(mm/dd/yyyy)

- 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)

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 <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

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 this attachment.

Item #: _____ 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, to 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 minority or women 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 <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women 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 minority or women 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 your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. 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 Vendor ID (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	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more minority or women 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 minority or women 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 <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>
- d. List two (2) minority or women 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.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Enter your company's name here: _____	Requisition #: _____
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SECTION B-4 SUBCONTRACTOR SELECTION

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

Item #: _____ 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 VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - 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.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

Section A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____

Point-of-Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

Section B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ Phone #: _____

Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

Section C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

<p>1. Potential Subcontractor's Bid Response Due Date:</p>	<p>If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than <input type="text" value="Select"/> Central Time on: _____ Date (mm/dd/yyyy)</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to two (2) or more minority or women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.</i></p> <p><i>(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 minority or women trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p> </div>
<p>2. Subcontracting Opportunity Scope of Work:</p>	
<p>3. Required Qualifications:</p> <p><input type="checkbox"/> - Not Applicable</p>	
<p>4. Bonding/Insurance Requirements:</p> <p><input type="checkbox"/> - Not Applicable</p>	
<p>5. Location to review plans/specifications:</p> <p><input type="checkbox"/> - Not Applicable</p>	