

PURCHASING

**TEXAS A&M UNIVERSITY-
TEXARKANA**

Purchase Order

Purchasing Department
7101 University Avenue
Texarkana, TX 75503
Phone: 903-223-3053 Fax: 903-334-6619

Print Date:
12/10/2025
Page No. 01

INCLUDE THE PO NUMBER ON ALL CORRESPONDENCE AND PACKAGES

P.O.#: P600293 22

VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION

Invoice in Quadruplicate To:

TAMU - TEXARKANA
ACCOUNTS PAYABLE
7101 UNIVERSITY AVENUE
TEXARKANA TX 75503

Vendor:

*****8570
2B BUILDERS LLC
509 S ROBISON RD
TEXARKANA, TX 75501

Ship To:

TAMU - TEXARKANA
TEXAS A&M UNIVERSITY-TEXARKANA
UNIVERSITY CENTER
7101 UNIVERSITY AVE
TEXARKANA TX 75503

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY-TEXARKANA PROCUREMENT OFFICE **PRIOR** TO SHIPPING. ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER.

INVOICING VENDOR SHALL SUBMIT FOUR COPIES OF AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER ON ALL COPIES. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Extend Price
	USER REF: 810051-0001 TO ENSURE TIMELY PAYMENTS: PLEASE SUBMIT INVOICES DIRECTLY AND ONLY TO ACCOUNTS.PAYABLE@TAMUT.EDU IF SENDING BY MAIL PLEASE PUT ATTENTION TO ACCOUNTS PAYABLE DEPARTMENT *****HOLIDAY CLOSURE NOTICE***** A&M-TEXARKANA WILL BE CLOSED DECEMBER 24, 2025 - JANUARY 2, 2026 FOR THE HOLIDAYS ***** TAMU-T POINT OF CONTACT: GABI RYTHER (903) 223-3111 EMAIL: GRYTHER@TAMUT.EDU SERVICE AGREEMENT SIGNED 12/04/2025 BY DR. ROSS ALEXANDER, PRESIDENT TEXAS A & M UNIVERSITY - TEXARKANA TAMUT-RFP-1423 112025 PRICING PER ESTIMATE #: SERVERY-1 DATED 12/02/2025				
1	BAB-DEMOLITION/METAL STUD/SHEETROCK/ACT/PLAM RECOVER	17,803.50	USD	1.000	17,803.50
2	PAINT	4,290	USD	1.000	4,290.00
TDR					

FOB: DESTINATION FRT INCLUDED

Terms: N 30

TAMU-T IS AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT UNIVERSITY.

TEXAS A&M UNIVERSITY-TEXARKANA CANNOT ACCEPT COLLECT SHIPMENTS.
FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of Procurement of General Services.

IN ACCORDANCE WITH YOUR BID, SUPPLIES AND EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY:

THE STATE OF TEXAS IS EXEMPT FROM ALL FEDERAL EXCISE TAXES.
STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The University claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above.
THE TERMS AND CONDITIONS OF THE STATE OF TEXAS AND THE UNIVERSITY SHALL PREVAIL.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT.

TR
PURCHASING AGENT FOR TEXAS A&M UNIVERSITY-TEXARKANA

PURCHASING

**TEXAS A&M UNIVERSITY-
TEXARKANA**

Purchase Order

Purchasing Department
7101 University Avenue
Texarkana, TX 75503
Phone: 903-223-3053 Fax: 903-334-6619

Print Date:
12/10/2025

Page No.
02

INCLUDE THE PO NUMBER ON ALL CORRESPONDENCE
AND PACKAGES

P.O.#: P600293 22

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TAMU - TEXARKANA
ACCOUNTS PAYABLE
7101 UNIVERSITY AVENUE
TEXARKANA TX 75503

Vendor:

*****8570
2B BUILDERS LLC
509 S ROBISON RD
TEXARKANA, TX 75501

Ship To:

TAMU - TEXARKANA
TEXAS A&M UNIVERSITY-TEXARKANA
UNIVERSITY CENTER
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TEXARKANA TX 75503

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Item	Description	Quantity	UOM	Unit Price	Extend Price
3	FLOORING/WALL TILE/TARKETT BASE	11,940.50	USD	1.000	11,940.50
4	HVAC/PLUMBING	17,875	USD	1.000	17,875.00
5	ELECTRICAL	20,735	USD	1.000	20,375.00
6	FIRE ALARM SUPPORT ALLOWANCE	4,290	USD	1.000	4,290.00
7	HVAC/ELECTRICAL/ACT ADDITIONS	19,488.69	USD	1.000	19,488.69
8	CONTINGENCY 10%	9642.27	USD	1.000	9,642.27
TOTAL					106,064.96
Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.					
CC	FY	ACCOUNT NO.	DEPT.		
--	----	-----	-----		
22	2026	810051-00000-8710	31000	106,064.96	
DOCUMENT DATE: 12/09/2025					
DEPT. CONTACT: PHONE NO.:					
PCC CD: 9					
TYPE FUND: TYPE ORDER:					
TDR					

FOB: DESTINATION FRT INCLUDED

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TR
PURCHASING AGENT FOR TEXAS A&M UNIVERSITY-TEXARKANA

EXPENSE/PURCHASE REQUEST SUBMISSION FORM



Voucher #:
(for AP use only)

Department #:

L/E/R Doc #: L

E

R

User Reference #:

Vendor Name:

Amount: \$

Object Code(s):

Description of Attachments Sent:

<input type="text"/>
<input type="text"/>
<input type="text"/>

Additional Comments:

<input type="text"/>
<input type="text"/>
<input type="text"/>

Shipping/Freight Information:

Please include final building destination, weight, and any special instructions for delivery.

<input type="text"/>
<input type="text"/>

Liftgate Required for Delivery? Yes No

If shipment is expected to be too large for a standard cart to transport from receiving, please include item weight, final building destination, and any special instructions for delivery.

FAMIS Document Created By: Date:

<i>Approvals (if applicable)</i>	
IT/iSITE Ticket #: <input type="text"/>	
<small>*Required for all hardware & software purchases</small>	
Marketing Approval Date: <input type="text"/>	
<small>*Required for all branded/printed items</small>	
Approval Email Included:	<input type="checkbox"/> Yes
	<input type="checkbox"/> No

• Send LDocs & EDocs Accounts.Payable@tamut.edu • Send RDocs to Purchasing@tamut.edu



Texas A&M University-Texarkana Routing & Approval Cover Sheet for Financial Agreements/Contracts

By signing below, you are approving the attached contract, including the expenditure for the services. Any change to the contract after the dates found below must be reviewed and approved by the parties listed.

Account Number(s): 810051 Contract Amount: \$ 106,064.96
Start Date: 12/4/2025 End Date: 01/09/2026
Vendor/Contracting Party: 2B Builders, LLC E/L/Rdoc Number: _____

Service Description:	<u>UC Servery Remodel - TAMUT-RFP-1423_112025</u>
Renewal Terms:	<u>written agreement</u>
IT Ticket # (if required):	_____
Annual Payment Amount:	<u>\$ 106,064.96</u>

Signed by:	<u>[Signature]</u>	<u>12/3/2025</u>	_____	_____
	<i>Account Manager</i>	<i>Date</i>	<i>Account Manager</i>	<i>Date</i>
DocuSigned by:	<u>[Signature]</u>			
	<i>Account Manager</i>	<i>Date</i>	<i>Account Manager</i>	<i>Date</i>
Signed by:	<u>[Signature]</u>	<u>12/4/2025</u>		
	<i>Vice President</i>	<i>Date</i>		
Signed by:	<u>[Signature]</u>	<u>12/3/2025</u>		
	<i>AVP of Operations (if applicable)</i>	<i>Date</i>		
DocuSigned by:	<u>[Signature]</u>	<u>12/4/2025</u>		
	<i>CFO (if applicable)</i>	<i>Date</i>		
Signed by:	<u>[Signature]</u>	<u>12/4/2025</u>		
	<i>President (if applicable)</i>	<i>Date</i>		

Signature Requirements based on the President's Delegation of Authority for Contract Administration available at <https://tamut.edu/administration/finance/files/delegation-of-authority.pdf>

FOR CONTRACT OFFICE USE ONLY

Contract Number: _____ Date Received in Contracts Office: 12/03/2025

OGC Review Required: Yes No
Date approved: _____
System CIO Approval Required: Yes No
Date approved: _____

The Texas A&M University System
Office of General Counsel
Contract Review Procedures and Checklist

In accordance with Texas Education Code, Section 51.9337(d), System Policy 25.07, *Contract Administration*, requires that the members of The Texas A&M University System (A&M System) review contracts in accordance with the following contract review procedures and checklist (OGC Procedures and Checklist) developed by the Office of General Counsel (OGC) and approved by the chancellor to assist members of the A&M System in evaluating and processing contracts before the contract is signed by the member. Terms not defined herein are defined in System Policy 25.07, *Contract Administration*.

I. OGC Procedures and Checklist

The members of the A&M System must use the following procedures to evaluate and process contracts before contract execution. Become familiar with the following steps to know what to expect and begin some steps as early as possible.

Step 1: Other Specialized Procedures

Determine if other special procedures apply to the contract and follow those procedures. Examples of A&M System policies and regulations that include different or additional procedures include, but are not limited to:

1. System Regulation 15.05.04, *High Risk Global Engagements and High Risk International Collaborations*.
2. System Policy 17.01, *Intellectual Property Management and Commercialization*, and its related regulations.
3. System Policy 21.05, *Gifts, Donations, Grants and Endowments*, and System Regulation 21.05.01, *Gifts, Donations, Grants and Endowments*.
4. System Regulation 29.01.01, *Information Resources Governance*
5. System Policy 41.01, *Real Property*, and its related regulation.
6. System Policy 51.04, *General Requirements and Delegations of Authority on Construction Projects*.
7. System Policy 60.01, *Relationships with Affiliated Organizations*, and System Regulation 60.01.01, *Association with Affiliated Organizations*.

Step 2: Checklist

Review the following checklist to become familiar with the issues and terms you will be looking for when reviewing the contract:

1. When reviewing the contract, your goal is to assess the key terms and conditions of the contract to ensure that these are clear, accurate, and complete, and meet the member's business needs.
2. If the contract is for the purchase of goods and services, confirm procurement procedures have been followed and use the [A&M System Contract Management Handbook](#) for guidance.
3. Confirm that the parties are clearly identified and defined terms are consistent.
4. Confirm all applicable attachments, exhibits, or other documents that contain important information related to the contract activity have been identified and incorporated into the contract.
5. Confirm that the effective date, term, and termination rights are clearly stated.
6. Confirm that the payment amount and procedures are clearly stated (e.g., place, time/frequency, and method of payment).
7. Confirm that the scope of work, duties and obligations of each party are clearly stated (e.g., what will occur, when it will occur, and how it will occur).
8. Identify business issues and confirm that the responsible person(s) at the member has agreed in writing that the contract's business terms are correct and acceptable.

Step 3: OGC Guidelines

Review any specific contract guidelines issued by OGC (OGC Guidelines) if applicable to your contract (e.g., Vendor Contract Guidelines). Go to the [OGC Health & Business Affairs web page](#) for a copy of the OGC Guidelines. Use these OGC Guidelines to revise the contract in accordance with OGC's recommendations to ensure inclusion of the latest OGC approved clauses and compliance with laws and best practices to minimize risk to your member.

Step 4: Review Contract

Read the contract carefully keeping in mind the issues and terms discussed in the above checklist and any applicable OGC Guidelines. Determine if these issues and terms are present in the contract and are adequately addressed.

Step 5: Revise Contract

Revise the contract accordingly and note any provisions that need to be added, revised, or deleted in accordance with the above checklist and any applicable OGC Guidelines.

Step 6: Subject Matter Experts

Determine if the contract needs to be reviewed by other subject matter experts (e.g., insurance and risk management, information technology, export controls, etc.). If so, forward the contract to such subject matter experts for review.

Step 7: Board Approval

Determine if the contract needs to be submitted to the Board of Regents before being signed for authorization or approval in accordance with System Policy 25.07, *Contract Administration*. If so, the member must submit an agenda item briefing and proposed minute order seeking authority or approval from the Board of Regents.

Step 8: OGC Approval

Determine if the contract needs to be reviewed and approved by OGC before being signed in accordance with System Policy 25.07, *Contract Administration*. If so:

1. Forward a copy of the contract to OGC through the [Contract Intake Portal](#) and follow the instructions noted therein.
2. Note, before submitting the contract, the member's contract administration office must review and revise the contract per the above procedures. Also, the contract should not be shared with the other party until OGC review has been completed.
3. OGC will review the contract to identify legal issues. OGC may also identify certain business issues for the member to consider.
4. Obtain internal feedback/responses to the issues raised by OGC, revise the contract accordingly, negotiate needed changes with the other parties to the contract, and consult with OGC as necessary.
5. If OGC advises on risk presented by contract term, confirm that the responsible person(s) at the member has agreed in writing to such provision.
6. After obtaining OGC approval as to form and legal sufficiency, you may submit the contract for signatures.

Step 9: Confirm Before Execution

You are ultimately responsible for verifying and ensuring that the terms and conditions of the contract are clear, accurate, complete, and will satisfy the member's business needs. Before submitting the contract for signatures:

1. Confirm the persons noted in the "Typical Routing for Departmental Review" section in the CEO's *Delegation of Authority for Contract Administration* have signified in writing that they have reviewed and/or approved the contract.
2. Confirm all required compliance checks have been completed (e.g., Form 1295 – Certificate of Interested Parties, conflict of interest, OFAC, IRB approval, etc.)
3. If non-standard term (i.e., deviates from requirements noted in the OGC Procedures and Checklist and OGC Guidelines):
 - a. Note the non-standard term,
 - b. Obtain OGC guidance on the risk presented,
 - c. List the circumstances that justify deviation, and
 - d. Obtain written confirmation from the responsible person(s) at the member that they have agreed to such provision.

Step 10: Final Submission

Submit the contract to the person that the member's CEO has delegated authority to approve and sign contracts in accordance with System Regulation 25.07.01, *Contract Administration, Delegations and Reporting*, and the member's rules and procedures, along with:

1. Evidence that persons noted in the "Typical Routing for Departmental Review" section in the CEO's *Delegation of Authority for Contract Administration* have reviewed and/or approved the contract, including OGC approval if required, and
2. Documentation of non-standard term (as noted above).

II. OGC Exceptions

The following contracts are exempt from OGC review and approval.

1. Materially unaltered templates (i.e., no substantive changes) approved by OGC within the last 3 years. For example, changes to the names of parties, date, and performance period are not material changes.
2. Intra-system contracts.

3. Interagency contracts entered into pursuant to the authority and in compliance with the Interagency Cooperation Act, Chapter 771, Texas Government Code.
4. Interlocal contracts entered into pursuant to the authority and in compliance with Chapter 791, Texas Government Code.
5. Sponsored research contracts and contracts for other sponsored activities that either:
 - a. Are entered into with an agency of the U.S. government and contain standard clauses and provisions common to such contracts; or
 - b. Have a stated or implied consideration not exceeding \$1 million.



SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into and effective **December 4, 2025** (the “Effective Date”), by and between **Texas A&M University-Texarkana**, a member of The Texas A&M University System (“A&M System”) and an agency of the state of Texas (hereafter referred to as “MEMBER”), and **2B Builders**, a limited liability company (hereafter referred to as “PROVIDER”). MEMBER and PROVIDER are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

MEMBER and PROVIDER hereby agree as follows:

1. SERVICES

- A. PROVIDER will perform the services as set forth in Exhibit A, Statement of Work, attached hereto (“Services”), in accordance with the terms and subject to the conditions contained in this Agreement.
- B. Notwithstanding any other provision in this Agreement, PROVIDER’s performance of the Services will (1) conform to the specifications and requirements of Request for Proposal No. **TAMUT_RFP-1423_112025** (the “RFP”), which is incorporated by reference for all purposes, and (2) to the extent consistent with the RFP, will conform with PROVIDER’s proposal, dated **November 7, 2025** (“PROVIDER’s Proposal”) which was submitted by PROVIDER in response to the RFP and is incorporated by reference for all purposes. To the extent that the RFP or PROVIDER’s Proposal conflict with the terms of this Agreement, the terms of this Agreement will control.

2. PROVIDER OBLIGATIONS

- A. PROVIDER will perform the Services in accordance with the standards of care, skill, and diligence expected of a qualified, competent and experienced professional in the provision of the type of services required under this Agreement.
- B. PROVIDER will perform the Services substantially in accordance with PROVIDER’s documentation, including without limitation, any marketing materials, user guides, technical specifications, training materials, instructions, documented policies or other written materials regarding the Services that are posted, delivered or otherwise made available by PROVIDER to MEMBER.
- C. PROVIDER will obtain, maintain in effect, and pay the cost for all licenses, permits, or certifications that may be necessary for PROVIDER’s performance of this Agreement.
- D. PROVIDER represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent PROVIDER’s performance of the Services.

3. TERM AND TERMINATION

- A. This Agreement will commence on the Effective Date and continues through **January 9, 2026** (the “Term”), unless earlier terminated as provided herein. The Term of the Agreement may be extended for one (1) additional one (1) month period upon mutual written agreement executed by the Parties; provided that the total term of the Agreement shall not exceed five (5) years from the Effective Date.
- B. In the event of a breach of a material term of this Agreement by a Party, the non-defaulting Party may terminate this Agreement upon **thirty (30) days’** prior written notice to the other Party



detailing the nature of the breach and the other Party fails to fully cure the breach within such thirty-day period.

- C. MEMBER may immediately terminate this Agreement if (i) the PROVIDER's insurance coverage required under this Agreement is cancelled or non-renewed; or (ii) the PROVIDER declares bankruptcy, is placed into involuntary bankruptcy or receivership or becomes insolvent.
- D. MEMBER may terminate this Agreement without cause upon **thirty** (30) days' prior written notice to PROVIDER.
- E. In the event that MEMBER terminates this Agreement for cause, MEMBER shall receive a pro-rata refund of any pre-paid amounts.

4. PAYMENT TERMS

- A. In full consideration for the Services rendered by PROVIDER under this Agreement, MEMBER shall pay PROVIDER in accordance with the terms set forth in Exhibit B, Payment Terms, attached hereto. The total compensation to PROVIDER under this Agreement will not exceed **one hundred six thousand sixty-four dollars and ninety-six cents (\$106,064.96)** without an amendment to this Agreement.
- B. PROVIDER will submit monthly invoices to MEMBER. Each invoice must reference the MEMBER purchase order number (which will be provided to PROVIDER within 15 days of the execution of this Agreement) and include a description of services provided to include but not limited to time, deliverables, and activities along with documentation that MEMBER may reasonably request to support the invoice amount. MEMBER will make payment on a properly prepared and submitted invoice in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.
- C. For reasonable business-related travel, lodging and/or meal expenses validly incurred directly and solely in support of the Services and approved by MEMBER in advance, PROVIDER will be reimbursed by MEMBER according to the State of Texas rates, rules, and regulations (<https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>). When requesting such reimbursement, PROVIDER will submit to MEMBER receipts, invoices and other documentation as required by MEMBER. Under no circumstances will PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage. Should the Agreement be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.
- D. All payments will be made by electronic direct deposit. PROVIDER is required to complete and submit to MEMBER a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:
<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>
- E. As an agency of the State of Texas MEMBER is tax exempt. Tax exemption certification will be furnished to PROVIDER upon request.

5. OWNERSHIP OF CREATED WORKS



The Parties intend that all works prepared by PROVIDER under this Agreement (“Deliverables”) will be works made for hire and the copyrights and all other rights in the Deliverables will be the sole and exclusive property of MEMBER. If, for any reason, the Deliverables would not be works made for hire, then PROVIDER irrevocably assigns, transfers and conveys to MEMBER, for no additional consideration, all of PROVIDER’s ownership, rights, title and interest in and to the Deliverables, including, without limitation, all copyrights, patents, trademarks, trade secrets and other intellectual property rights and all other rights that may hereafter be vested relating to the Deliverables under law. PROVIDER certifies that all Deliverables will be original, or that PROVIDER will have obtained all rights necessary for the ownership and unrestricted use of the Deliverables by MEMBER. PROVIDER shall secure for MEMBER all consents, releases, and contracts and perform other reasonable acts as MEMBER may deem necessary to secure and evidence MEMBER’s rights in any Deliverable.

6. CONFIDENTIALITY

- A. The Parties anticipate that under this Agreement it may be necessary for a Party (the “Disclosing Party”) to disclose information of a confidential nature (“Confidential Information”) to the other Party (the “Receiving Party”). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the Receiving Party. Confidential Information shall include all information, data or other content that MEMBER, its affiliates, and their employees, contractors, students, or end-users enter, submit or upload to Services or otherwise provide to PROVIDER through use of the Services under this Agreement (collectively, the “Customer Data”).
- B. “Confidential Information” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this Agreement by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party; provided, however, that the above exclusions do not apply to Customer Data that is personally identifiable information or other personal or private data that is protected under applicable laws or regulations.
- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for purposes of performing its obligations under this Agreement and may disclose Confidential Information only to the Receiving Party’s employees, contractors, agents, and other representatives (“Representatives”) having a need to know the Confidential Information to fulfill the Receiving Party’s obligations under this Agreement; provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives’ compliance with the obligations under this Section.
- D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.



- E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this Agreement.
- F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes; provided that any such Confidential Information shall remain subject to the confidentiality obligations set forth herein. The Receiving Party's obligations as to Confidential Information will survive the termination or expiration of this Agreement for a period of one (1) year.

7. CUSTOMER DATA PRIVACY

- A. MEMBER shall retain all right, title, and interest in and to Customer Data. Furthermore, if the Services provided include content generated by artificial intelligence ("AI"), MEMBER shall retain all right, title, and interest in and to the AI generated outputs.
- B. PROVIDER shall, within two (2) days of discovery, report to MEMBER any use or disclosure of Customer Data not authorized by this Agreement or in writing by MEMBER. PROVIDER's report must identify: (a) the nature of the unauthorized use or disclosure, (b) the Customer Data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure (if known), (d) what PROVIDER has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action PROVIDER has taken or will take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by MEMBER.
- C. Within thirty (30) days of the expiration or termination of this Agreement, PROVIDER, as directed by MEMBER, shall return in acceptable electronic format all Customer Data in its possession (or in the possession of any of its subcontractors or agents) to MEMBER or, at MEMBER's option, delete all such Customer Data, if return is not feasible. PROVIDER shall provide MEMBER with at least ten (10) days' written notice of PROVIDER's intent to delete such Customer Data and shall confirm such deletion in writing.

8. COMPLIANCE WITH LAWS

- A. **General.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.
- B. **Export Control.** Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. PROVIDER certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S.



Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

- C. **FERPA.** If applicable, for purposes of the Family Educational Rights and Privacy Act (“FERPA”), MEMBER hereby designates PROVIDER as a school official with a legitimate educational interest in any education records (as defined in FERPA) that PROVIDER is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. PROVIDER shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or MEMBER in writing. PROVIDER is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. PROVIDER shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on PROVIDER in this Section, including without limitation, the prohibition on redisclosure. PROVIDER shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.
- D. **Payment Card Industry (PCI) Compliance.** For purposes of this Agreement, “PCI DSS” means the most current version of the Payment Card Industry Data Security Standard administered by the Payment Card Industry Security Standards Council. If applicable, PROVIDER acknowledges and agrees that it is responsible for the security of cardholder data it possesses or otherwise stores, processes or transmits on behalf of MEMBER, or to the extent that PROVIDER could impact the security of the cardholder data environment and agrees as follows:
- i. PROVIDER represents and warrants that, as of the Effective Date of this Agreement, it has complied with all PCI DSS requirements and has performed the necessary steps to validate its compliance with PCI DSS. PROVIDER shall maintain such compliance for the Term of this Agreement and send documentation of its most recent validation of compliance to MEMBER annually during the Term of this Agreement. In the event that PROVIDER learns that it is no longer PCI DSS compliant, PROVIDER will notify MEMBER within two (2) business days of discovery and immediately remediate such non-compliance.
 - ii. PROVIDER acknowledges that unauthorized access to the cardholder data environment (a “cardholder data breach”) resulting from a lapse in PROVIDER’s security obligations is grounds for early termination of this Agreement, without penalty and with immediate effect, at MEMBER’s discretion. PROVIDER agrees to comply with all laws, rules, and regulations applicable to cardholder data services, including without limitation, those laws requiring notification of individuals in the event of a cardholder data breach.
 - iii. PROVIDER agrees to indemnify and hold harmless MEMBER from and against any third-party claims, damages, or other harm related to a cardholder data breach. This provision survives termination of this Agreement.

9. INDEMNIFICATION



Subject to the statutory duties of the Texas Attorney General, PROVIDER shall indemnify, defend and hold harmless MEMBER, A&M System, and their regents, employees and agents (collectively, the “A&M System Indemnitees”) from and against any third-party claims, demands, damages, liabilities, expense or loss asserted against A&M System Indemnities (each, a “Claim”) arising out of or related to (i) an allegation that any of the Services infringe upon, misappropriate, or otherwise violate the intellectual property rights of a third party; (ii) PROVIDER’s breach of any certification, representation, or warranty contained in this Agreement; or (iii) any acts or omissions of PROVIDER or its employees or agents pertaining to the activities and obligations under this Agreement, except to the extent such Claim arises from an A&M System Indemnitee’s gross negligence or willful misconduct.

10. INSURANCE

PROVIDER shall obtain, and maintain, for the duration of this Agreement, the minimum insurance coverage set forth on Exhibit C, attached hereto.

11. AUDIOVISUAL RECORDINGS OF MEMBER PROPERTY

- A. MEMBER grants to PROVIDER and its employees, contractors, agents, licensees and assigns the right to enter, remain on, and occupy the **Anita & Truman Arnold University Center Servery** (the “Property”) at a date and time agreed in advance by MEMBER with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Services and undertaking related activities including making and editing audio and video recordings (including without limitation photographs) on and of the Property.
- B. PROVIDER shall have access and egress from the Property to place all necessary facilities, equipment, and temporary sets and structures on the Property. Upon completion of production activities, the PROVIDER shall remove all its facilities, equipment, and temporary sets and structures from the Property and PROVIDER shall restore the Property, including but not limited to landscaping, buildings, fixtures, or utilities altered by virtue of this Agreement, to its original condition reasonable wear and tear excepted and such restoration shall be to the satisfaction of MEMBER and under its supervision.
- C. MEMBER has not inspected the Property as to any existing defects or hazards and specifically does not make any warranty or representation of any type, kind or character, whatsoever, as to existing conditions upon said Property or as to the suitability or non-suitability of the Property for PROVIDER’s purposes. Any person entering upon Property enters at his or her own risk and impliedly accepts Property in the existing conditions.
- D. Notwithstanding this Agreement, the day-to-day operation, use, and management of the Property remains the responsibility and function of the MEMBER and its staff. The MEMBER reserves the right to make final decisions relating to the use of the Property and its equipment, furnishings, and fixtures.
- E. **Releases from Other Rights Holders.** As between PROVIDER and MEMBER, PROVIDER has the sole responsibility for securing any and all necessary releases, which includes releases for all students, staff, and parents, location agreements, licenses and permits, provided MEMBER will cooperate in good faith and provide assistance as needed. All releases will require the releasing party to hold MEMBER, its officers, officials, employees, and agents harmless in connection with PROVIDER’s activities hereunder. PROVIDER will also obtain specific releases (in a form to be provided by MEMBER) before any non-directory information on a MEMBER student under FERPA (20 U.S.C. §1232g) will be released by MEMBER to PROVIDER. PROVIDER shall provide copies of all releases



to MEMBER within a reasonable period of time after securing such releases or prior to completion of the Services.

- F. **Use of Unmanned Aircraft Systems.** If PROVIDER intends to use an unmanned aircraft system (“UAS”) or model aircraft over MEMBER property, PROVIDER must first receive prior approval through MEMBER’s UAS supervising authority and be bound by all requirements as described in the UAS supervising authority approval document.

12. MISCELLANEOUS

- A. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- B. **Entire Agreement.** This Agreement, together with the exhibits hereto, constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties. The express terms hereof control in the event of a conflict with any other documents constituting part of this Agreement.
- C. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- D. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by PROVIDER’s Service to MEMBER. Except as specifically required under the terms of this Agreement, PROVIDER (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of MEMBER or the A&M System. As an independent contractor, PROVIDER is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. PROVIDER and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of MEMBER and A&M System, including those applicable to conduct on its premises.
- E. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of MEMBER. Any purported assignment in violation of this Section will be void.
- F. **Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such



performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

- G. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. MEMBER and PROVIDER can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

MEMBER: **Texas A&M University-Texarkana**
7101 University Ave
Texarkana, TX 75503
Attention: Contracts Office
Phone: (903)223-3053
Email: contracts@tamut.edu

PROVIDER: **2B Builders, LLC**
509 S. Robison Road
Texarkana, TX 75501
Attention: Brad Meador
Phone: (903) 306-0249
Email: brad.mdr@gmail.com

- H. **Organization.** If PROVIDER is a business entity, PROVIDER warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PROVIDER has been duly authorized to act for and bind PROVIDER. Upon MEMBER's request, PROVIDER shall promptly deliver to MEMBER (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.
- I. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- J. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- K. **U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.



- L. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the Services to be provided pursuant to this Agreement.

13. STATE AGENCY CLAUSES

- A. **Conflict of Interest.** PROVIDER certifies, to the best of their knowledge and belief, that no member of the A&M System’s Board of Regents, nor any officer of MEMBER or A&M System, has a direct or indirect financial interest in PROVIDER or in the transaction that is the subject of the Agreement.
- B. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, PROVIDER certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- C. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by MEMBER and PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of MEMBER, who shall examine PROVIDER’s claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim. This provision and nothing in this Agreement waives MEMBER’s sovereign immunity to suit or liability, and MEMBER has not waived its right to seek redress in the courts.
- D. **Executive Order GA-43.** To the extent that PROVIDER is providing goods to MEMBER under this Agreement, PROVIDER represents and warrants that the goods are not produced in or exported from the Gaza Strip or from any organization or state actor with ties to Hamas.
- E. **Executive Order GA-48.** PROVIDER represents and warrants that PROVIDER is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act (“NDAA”) regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4 (“15 C.F.R. § 791.4 List”); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. PROVIDER acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with no further obligation on the part of MEMBER or the A&M System. If this Agreement is terminated due to a false certification, PROVIDER will immediately reimburse MEMBER for all prepaid costs.



- F. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then PROVIDER certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.
- G. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- H. **HUB Subcontracting Plan.**
- It is the policy of the state of Texas and MEMBER to encourage the use of Historically Underutilized Businesses (“HUB”) in our contracts, purchasing transactions and through subcontracting opportunities. The goal of the HUB program is to promote equal access and equal opportunity to HUB vendors in MEMBER contracting and purchasing. PROVIDER will use good faith efforts to subcontract work performed under this Agreement in accordance with the HUB subcontracting plan attached hereto as Exhibit D (“HSP”). Except as specifically provided in the HSP, PROVIDER will not subcontract any of its duties or obligations under this Agreement, in whole or in part. Furthermore, PROVIDER will comply with all of its duties and obligations under Section 20.285 of the Texas Administrative Code.
- I. **Loss of Funding.**
- i. Performance by MEMBER under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds, MEMBER will issue written notice to PROVIDER and MEMBER may terminate or cancel this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of MEMBER. In the event of a termination or cancellation under this Section, MEMBER will not be liable to PROVIDER for any damages that are caused or associated with such termination or cancellation.
- J. **Non-Waiver of Privileges and Immunities.** MEMBER is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. PROVIDER expressly acknowledges that MEMBER is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by MEMBER of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of MEMBER.
- K. **Not Eligible for Rehire.** PROVIDER is responsible for ensuring that its employees involved in any work being performed for MEMBER under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event MEMBER becomes aware that PROVIDER has a NEFR Employee involved in any work being performed under this Agreement, MEMBER will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by MEMBER.



- L. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- M. **Prior Employment.** PROVIDER acknowledges that Section 2252.901, Texas Government Code, prohibits MEMBER from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement. If PROVIDER is an individual, by signing this Agreement, PROVIDER represents and warrants that it is not a former or retired employee of MEMBER that was employed by MEMBER during the twelve (12) month period immediately prior to the effective date of the Agreement.
- N. **Prohibition on Contracts with Companies Boycotting Energy Companies.** To the extent that Chapter 2276, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- O. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the Term of this Agreement. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- P. **Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, Texas Government Code, is applicable to this Agreement, PROVIDER certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the Term of this Agreement against a firearm entity or firearm trade association. PROVIDER acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- Q. **Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** PROVIDER certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, Texas Government Code. PROVIDER acknowledges this Agreement may be terminated for cause immediately if this certification is inaccurate.
- R. **Public Information.** PROVIDER acknowledges that MEMBER is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon MEMBER's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of MEMBER to MEMBER in a non-proprietary format acceptable to MEMBER that is accessible by the public. PROVIDER acknowledges that MEMBER may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government



Code, may apply to this Agreement and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

- S. **Record Retention.** To the extent that Section 552.372, Texas Government Code applies to this Agreement, PROVIDER must (i) preserve all “contracting information”, as defined under Section 552.003(1-a), Texas Government Code, related to this Agreement for the duration of this Agreement as provided by the A&M System’s records retention requirements; (ii) promptly provide to MEMBER any contracting information related to this Agreement that is in the custody or possession of PROVIDER on request of MEMBER; and (iii) on completion of this Agreement, either (a) provide at no cost to MEMBER, all contracting information related to this Agreement that is in the custody or possession of PROVIDER, or (b) preserve the contracting information related to this Agreement for seven (7) years after the conclusion of this Agreement as provided by the A&M System’s records retention requirements. Furthermore, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement, and PROVIDER agrees that this Agreement can be terminated if PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.
- T. **State Auditor’s Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- U. **Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the principal office of MEMBER’s governing officer is located.

(SIGNATURES TO FOLLOW ON NEXT PAGE)



IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

Texas A&M University-Texarkana

2B Builders, LLC

Signed by:
BY: Dr. Ross Alexander
B0CA84E0F8634C6...

DocuSigned by:
BY: Brad Meador
820DCC4FA1B84F8...

Name: Dr. Ross Alexander

Name: Brad Meador

Title: President

Title: Owner

Date: 12/4/2025

Date: 12/4/2025

- Exhibit A – Statement of Work
- Exhibit B – Payment Terms
- Exhibit C – Insurance
- [Exhibit D – Hub Subcontracting Plan]



EXHIBIT A – STATEMENT OF WORK

Complete Anita & Truman Arnold University Center Served Remodel according to architectural plans provided in TAMUT-RFP-1423_112025 and HVAC/Electrical/ACT additions described as described below:

- Electrical: Add a step-down transformer to feed all new kitchen equipment into the backup generator system.
 - The new equipment will remain tied into the planned panel and that panel will now be tied into the new transformer.
 - All components will then be able to function in an emergency power outage.
- HVAC: Upgrade the VAV box to create the required 1475 cfm airflow.



EXHIBIT B – PAYMENT TERMS

MEMBER will compensate PROVIDER as follows:

Payment will be made in accordance with the terms of this agreement and upon completion of the work described in Exhibit A.



EXHIBIT C – INSURANCE

1. PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. All coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to MEMBER. By requiring such minimum insurance, MEMBER shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to MEMBER at least ten days before the effective date of the cancellation.

A. Worker’s Compensation

Worker’s compensation insurance with the following minimum limits of coverage:

Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit

Workers’ compensation policy must include under Item 3.A., on the information page of the workers’ compensation policy, the state in which work is to be performed for MEMBER. Workers’ compensation insurance is required, and no “alternative” forms of insurance will be permitted.

If this coverage is waived by System Risk Management, PROVIDER, his/her/its employees and subcontractors must sign a hold harmless and indemnification agreement.

B. Automobile Liability

Business auto liability insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 single limit of liability per accident for bodily injury and property damage;

C. Commercial General Liability

Commercial general liability insurance with the following minimum limits of coverage:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy must be issued on a form that insures PROVIDER’s or its subcontractors’ liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

D. Umbrella Liability Insurance \$5,000,000



2. PROVIDER shall deliver to MEMBER evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance prior to the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall provide additional evidence of insurance on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
3. Commercial General Liability and Auto Liability policies must be endorsed to name The Texas A&M University System Board of Regents (“Board of Regents”), The Texas A&M University System (“A&M System”) and MEMBER as additional insureds up to the actual liability limits of the policies maintained by PROVIDER. The commercial general liability additional insured endorsements must include on-going and completed operations afforded by CG 20 10 (10 01 Edition or equivalent) and CG 20 37 (10 01 Edition or equivalent). Commercial general liability and business auto liability policies must be written on a primary and non-contributory basis. Copies of each endorsement must be submitted with the certificate of insurance. The Umbrella policy, at minimum, must follow form.
4. All insurance policies must be endorsed to provide a waiver of subrogation in favor of the Board of Regents, A&M System and MEMBER.
5. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to MEMBER ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy.
6. Any deductible or self-insured retention must be declared to and approved by MEMBER prior to the performance of any services by PROVIDER under this Agreement. PROVIDER shall pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions must be shown on the certificates of insurance.
7. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be forwarded to:
Texas A&M University -Texarkana
7101 University Ave
Texarkana, TX 75503
Email: contracts@tamut.edu
8. The insurance coverage required by this Agreement must be kept in force until all services have been fully performed and accepted by MEMBER in writing.



HUB Subcontracting Plan (HSP)

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

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

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

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

-- Agency Special Instructions/Additional Requirements --

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

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: 2B Builders State of Texas VID #: 32067789605
 Point of Contact: Brad Meador Phone #: 903-809-8183
 E-mail Address: brad.mdr@gmail.com Fax #: N/A

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: TAMUT-RFP-1423-112025 Bid Open Date: 10/17/2025
(mm/dd/yyyy)

Enter your company's name here: 2B Builders Requisition #: TAMOT-RFP-1423_112025

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

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

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

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

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for more than five (5) years.	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	Commercial Contract Flooring	%	%	16 %
2	BAB Construction Services	%	%	20 %
3	Krause Service Company	%	%	24 %
4	Nash Electric	%	%	28 %
5	Benny's Painting	%	%	6 %
6	Regional Sound	%	%	6 %
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

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

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

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

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

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

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

Enter your company's name here: AB Builders Requisition #: TAMUJ-RFP-1423-112025

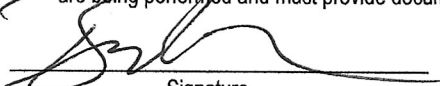
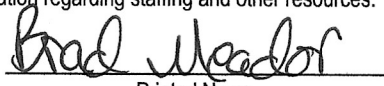
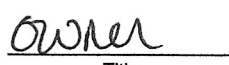
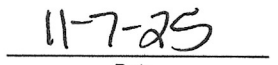
SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies,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

[Empty box for justification text]

SECTION 4: AFFIRMATION

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

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

Signature Printed Name Title Date (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.



CONSTRUCTION PROPOSAL

2B Builders | 509 S. Robison Rd. Texarkana TX, 75503

903-701-5797 | btaylor2019@outlook.com

CUSTOMER
Servery Remodel

ESTIMATE NO
Servery - 1

DATE
12/2/2025

PROJECT
Servery Remodel

PREPARED BY:
Brandon Taylor

ATTENTION
Kevin Myers

PAYMENT TERMS
Net 30

DUE DATE

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	BAB - Demolition/Metal Stud/Sheetrock/ACT/PLAM Recover	\$17,803.50	\$17,803.50
1	Paint	\$4,290.00	\$4,290.00
1	Flooring/Wall Tile/Tarkett Base	\$11,940.50	\$11,940.50
1	HVAC/Plumbing	\$17,875.00	\$17,875.00
1	Electrical	\$20,735.00	\$20,735.00
1	Fire Alarm Support Allowance	\$4,290.00	\$4,290.00
1	HVAC/Electrical/ACT additions	\$19,488.69	\$19,488.69
1	Contingency 10%		\$9,642.27

SUBTOTAL **\$106,064.96**

TAX RATE

SALES TAX **\$0.00**

O&P

TOTAL **\$106,064.96**

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

Setting of new servery casework and restaurant equipment will be done by Chartwells. Electrical and plumbing connections will be made once casework is set.

Sign Below to Accept Quote:

Authorized Rep

Date



**Texas A&M University-Texarkana
Request For Proposals (RFP)**

**RFP Number
TAMUT-RFP-1423_112025**

**Anita & Truman Arnold University Center
Servery Remodel**

Issued Date

October 17, 2025

Response Date

**November 9, 2025
11:30 PM**

TEXAS A&M UNIVERSITY-TEXARKANA

REQUEST FOR PROPOSAL

RFP NUMBER
TAMUT-RFP-1423_112025

Anita & Truman Arnold University Center
Servery Remodel

PROPOSAL MUST BE RECEIVED BEFORE:
11:30 PM Central Time, November 9, 2025

SUBMIT ALL REQUIRED DOCUMENTS & COMPLETE PROPOSAL TO:

<https://it-1f-ecmf2.it.tamu.edu/Forms/wB5tD>

Proposal must be submitted to the Texas A&M University-Texarkana Procurement & Contracting Office before the hour and date specified for receipt of proposal. If it is not received in the department by due date and time, the proposal will be considered late and will be returned to the respondent.

Pursuant to the Provisions of Texas Government Code Title 10, Chapter 2156.121 - 2156.127, sealed proposals will be received until the date and time established for receipt. After receiving receipt, only the names of proposers will be made public. Prices and other proposal details will only be divulged after the award, if one is made.

REFER ALL INQUIRIES TO:

Kristen Tullos
Texas A&M University-Texarkana
Assistant Vice President for Procurement and Contracting
Phone 903-223-3053
Email: ktullos@tamut.edu

1. Introduction

Texas A&M University-Texarkana (TAMUT) invites qualified General Contractors to submit proposals for remodeling the servery in the Anita & Truman Arnold University Center. Proposals must address all criteria outlined in Section 3 and follow the formatting requirements in Section 4 to be considered responsive. Incomplete proposals will be deemed non-responsive and subject to rejection.

The selected General Contractor will be the firm whose experience, qualifications, proposed approach, and fees, as presented in response to this RFP, demonstrate the best overall value to TAMUT, as determined by the Owner.

2. Project Overview

- Project Name: Anita & Truman Arnold University Center Servery Remodel
- Location: Texas A&M University-Texarkana, Texarkana, TX
- Scope:
 - Remodel servery according to attached architectural plans.
- Delivery Method: Guaranteed Maximum Price Construction Build
- Timeline:
 - Must be completed before January 9, 2026
 - *\$5,000/day penalty if not completed by 1/9/2026*

KEY EVENTS SCHEDULE

Listed below are the important events and dates by which they must occur. University reserves the right to change any of these dates/times if determined necessary. Any change in dates/times of events that are to occur prior to and including deadline for Vendors to submit responses to proposal will be issued by written addenda.

EVENT	DATE
Issue RFP	October 17, 2025
RSVP for Pre-bid Conference by emailing ktullos@tamut.edu	October 24, 2025
Conference (non-mandatory; On-site & virtual)	October 28, 2025, at 1:00 p.m. in University Center Room 116
Deadline for Submissions of Questions	October 31, 2025
Answers to Questions Posted	November 3, 2025
Deadline for Submission of Proposals	November 9, 2025
Interviews of Top Candidates, if necessary	November 11-13, 2025
Expected Contract Award Date	November 14, 2025

3. Proposal Requirements

Respondents shall provide complete responses to the following criteria, formatted as directed in Section 4. The evaluation will assess the General Contractor's ability to deliver a high-quality, cost-effective, and timely project.

3.1 Criteria One: Respondent's Ability to Provide Construction Services .1.1

3.1.1 Qualifications Scope: Submit qualifications specific to the company entity or branch performing the work.

3.1.3 Company Information: Provide:

- Organization type (corporation, partnership, sole proprietorship, or joint venture; if corporation, state of incorporation).
- Year the firm was established.
- Volume of work completed in Texas over the last 5 years (through 6/30/2025).
- Volume of work completed nationally over the last 5 years.

3.1.4 Current Workload: List the number and total dollar amount of contracts currently in progress.

3.1.6 Business Transactions: Disclose if the company is for sale or involved in any transaction to expand or be acquired. If yes, explain the impact on the project.

3.1.7 Litigation: Detail any past or pending litigation or claims that may affect performance under this contract.

3.1.8 Defaults or Terminations: Indicate if the firm has ever defaulted, failed to complete work, or been discharged. If yes, provide details.

3.1.9 Penalties: Disclose any liquidated damages or penalties paid for late completion. If yes, provide details.

3.1.10 Relationships: Disclose any relationships with TAMUT employees, officers, or Regents. If applicable, explain.

3.2 Criteria Two: Qualifications of Construction Team

3.2.2 Project Execution Plan: Outline your approach to providing construction services, including coordination with architects, engineers, and subcontractors, within the accelerated construction phase.

3.2.3 Team Organization: Submit a project organization chart, including the full construction team (engineers, key construction personnel). Provide resumes and references for key personnel, lines of authority, communication flow, and estimated time commitment for design and construction phases.

3.3 Criteria Three: Past Performance on Construction Projects

3.3.1 Relevant Projects: List up to three construction projects completed in the last 5 years (2020–2025), prioritizing those most relevant to a server room remodel or institutional projects. For each project, provide:

- Project name, location, and description.
- Color image of the project.
- Original and final construction cost.
- Percentage or dollar amount of self-performed work.

- HUB goal and actual percentage achieved.
- Final gross square footage.
- Notice to Proceed and Substantial Completion dates.
- Names of Project Manager, Superintendent, and lead Architect/Engineer.
- Names of mechanical, plumbing, and electrical subcontractors.
- Contact information for the Owner’s representative and Architect/Engineer.

3.4 Criteria Four: Cost Management and Control

3.4.3 Budget Assurance: Outline your process for ensuring the construction aligns with the budget, including contingencies, and how you maintain cost control during the construction phase.

3.5 Criteria Five: Schedule Management

3.5.2 Timely Completion: Explain your approach to ensuring completion by January 9, 2026, including schedule recovery methods. Provide examples from three projects listed in 3.3, detailing scheduling challenges and solutions.

3.5.3 Sample Schedule: Provide a bar chart schedule for the TAMUT project, including design, permitting, and construction phases with key milestones to meet January 9, 2026, completion date. If specific milestones are unavailable, provide a sample from a similar project.

3.6 Criteria Six: Safety and Quality Management

3.6.1 Safety Program: Describe your approach to managing safety risks, including resources provided (e.g., safety manager, training programs).

3.6.2 EMR: Provide your Experience Modification Rate (EMR) for the last five years (2020–2025).

3.6.3 OSHA RIR: Provide your OSHA Recordable Incident Rate (RIR) for 2020–2025.

3.6.4 OSHA DAFW: Provide your OSHA Days Away from Work Incident Rates (DAFW) for 2020–2025.

3.6.5 OSHA Citations: List any OSHA citations from 2020–2025 and their outcomes.

3.6.6 Quality Assurance: Describe your quality assurance/quality control (QA/QC) program. Provide examples from three projects listed in 3.3, detailing QA/QC techniques used.

3.8 Criteria Eight: Respondent’s Pricing and Project Delivery Proposal

Pricing Schedule and Costing Methodologies

Include all fees and costs of the Contractor associated with the Guaranteed Maximum Price (GMP), which will include all construction costs, general conditions, and associated fees.

4. Submission

4.1 Submittal Format & Instructions

- Proposals must be submitted in a clear, organized format, addressing each criterion in Section 3.
- Include a table of contents, numbered sections corresponding to 3.1–3.8, and all required attachments (e.g., organization chart, resumes, project images, schedules).
- The following information is to be returned as part of your proposal response. Proposals submitted without this information will be evaluated accordingly:
 - Signed Execution of Offer
 - Completed Proposal Form
 - Felony Conviction Notification
 - Non-Collusion Affidavit
 - HUB Subcontracting Plan
 - Demonstrated Experience and Qualifications
 - Company Information
 - References
 - Pricing in accordance with the specifications
 - Copies of all addenda that may be issued for the RFP signed by same authorized Respondent representative who signs the Execution of Offer, or acknowledgment on the Bid Form.

Proposal responses including Execution of Offer must be signed by the Respondent's company official authorized to commit such proposals.

4.2 Submittal Deadline and Location

All proposals must be received by Texas A&M University-Texarkana's Procurement & Contracting Office no later than 11:30 P.M. CENTRAL TIME NOVEMBER 9, 2025, at <https://it-lf-ecmf2.it.tamu.edu/Forms/wB5tD>

Late proposals will not be considered under any circumstances.

Mailed, hand delivered, or telephone and/or facsimile (Fax) proposals are not acceptable under any circumstances.

5. Evaluation Criteria Proposals will be evaluated based on:

- Completeness and Clarity: Adherence to RFP requirements and clarity of response.
- Qualifications and Experience: Demonstrated ability to deliver construction services, including past performance on similar projects.
- Cost and Schedule Management: Ability to control costs within the budget and meet the **January 9, 2026, completion date**.
- Team and Approach: Strength of the proposed team and execution plan.

- Safety and Quality: Proven safety record and robust QA/QC program.
- Innovation and Best Practices: Use of modern technologies (e.g., BIM) and creative solutions for project challenges.

6. Additional Information

- **Texas A&M University-Texarkana HUB Policy and HUB Subcontracting Requirements**
 - All agencies of the State of Texas are required to make a good faith effort to utilize Historically Underutilized Business (HUB) Vendors in procurements for commodities and services. It is the policy of the State of Texas, the Comptroller of Public Accounts, Texas Procurement & Support Services Division (TPASS), and Texas A&M University-Texarkana, as a good faith effort, to encourage the use of Historically Underutilized Business (HUB) Vendors in all prime Contracts, Subcontracts, and purchasing transactions. The University initiative is to assist Vendors to achieve goals through race, ethnic, and gender-neutral means.
 - It is the policy of Texas A&M University-Texarkana to encourage the use of Historically Underutilized Businesses (HUBs) in our prime contracts, subcontractors, and purchasing transactions. The goal of the HUB program is to promote equal access and equal opportunity in Texas A&M University-Texarkana contracting and purchasing.
 - HUB Subcontracting Plan (Required if Subcontractors will be used during Services)
 - **Subcontracting opportunities are anticipated for this RFP; therefore a HUB Subcontracting Plan (HSP) is required. In the event that the RESPONDENT determines a subcontractor(s) will be used, the RESPONDENT WILL BE required to make a good faith effort and complete the State of Texas HUB Subcontracting Plan found at:**
<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>
 - **FAILURE TO SUBMIT A COMPREHENSIVE, ACCEPTABLE HUB SUBCONTRACTING PLAN (only if subcontractors will be used by the RESPONDENT for these services) WILL BE CONSIDERED A MATERIAL FAILURE TO COMPLY WITH THE REQUIREMENTS OF THE RFP AND WILL RESULT IN REJECTION OF THE RESPONSE.**
 - Please contact Texas A&M University-Texarkana's Assistant Vice President for Procurement and Contracting and HUB Coordinator, Kristen Tullos, at ktullos@tamut.edu for assistance with completion of requirements as stated.
- General Contractor must be able to meet TAMUT's bonding and insurance requirements.
 - Owner's Rights: TAMUT reserves the right to reject any or all proposals, waive minor irregularities, or negotiate with shortlisted firms.

- **Pre-Proposal Conference & Site Visit (non-mandatory)**
 - Tuesday, October 28, 2025, at 1:00 PM in University Center Room 116
 - Virtual Option will be available
 - Please RSVP to ktullos@tamut.edu by Friday, October 24, 2025
- **Texas A&M University-Texarkana Contact**
 - Any questions or concerns regarding this Request for Proposal shall be directed in writing to:
Kristen Tullos
Texas A&M University-Texarkana
Procurement & Contracting
7101 University Ave
Texarkana, TX 75503
Email: Ktullos@tamut.edu

Texas A&M University-Texarkana specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual.

- **Inquiries and Interpretations**
 - Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum. Only inquiries which are replied to by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

NOTICE: THE DEADLINE FOR WRITTEN QUESTIONS IS 12:00 P.M. CENTRALTIME, AUGUST 14, 2025.

Notice: It is the responsibility of Respondents who download this RFP from the Electronic State Business Daily (<http://esbd.cpa.state.tx.us>) to check the website for any addenda for this RFP. All such addenda issued by Texas A&M University-Texarkana prior to the time that proposals are received shall be considered part of the RFP. The Respondent shall consider and acknowledge receipt of such addenda by including signed copies of such addenda in their response.

The addendum for listing all questions and answers is scheduled to be available posted on the above referenced website on OCTOBER 31, 2025, by 3:00 pm.

7. Terms and Conditions and Contract

All terms and conditions and other requirements contained in this RFP shall govern any Agreement issued as a result of this RFP. Additional or attached terms and conditions which are determined to be unacceptable to University shall result in the disqualification of the proposal. By submitting a response

to this RFP, you affirm your company's intention to enter into an agreement under the terms and conditions listed in the contract example. No other form of contract will be utilized as a result of this RFP.

8. General Terms and Conditions

8.1 Proposal should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet requirements of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the RFP's requirements.

8.2 The University reserves the right to accept or reject any and all proposals, to waive informalities and technicalities, and to accept the proposal considered the "best value" and most advantageous and award to the most responsive proposal. Additionally, all Respondents are hereby notified that Texas A&M University-Texarkana shall consider all factors it believes to be relevant in the selection of the most responsive proposal including but not limited to both subjective and objective criteria and the ability of the Respondent to perform the requirements of this RFP.

8.3 This RFP is a solicitation for proposals and is not a Contract or an offer to Contract. The University is not obligated to award a Contract and reserves the right, at the University's exclusive option to: (1) enter into Agreements or other Contractual arrangements for all or any portion or portions of the requirements and specifications set forth in this RFP with one or more Respondents; (2) reject any and all proposals and re-solicit proposals; (3) reduce/revise the scope of work and choose portions of the work that are within the University's budgetary limits or (4) reject any and all proposals and temporarily or permanently abandon the procurement, if deemed to be in the best interests of University.

8.4 Additionally, the University reserves the right to make award(s) and enter into Agreement(s) that stipulate options to purchase all or only specific parts of the items and/or services included in the awarded proposal(s) on an "as needed" basis or an "as funded" basis.

8.5 By responding to this RFP, the Respondent fully understands and agrees that award(s) and resulting Agreement(s) for the purchase of any or all portions of the items and/or services included in this RFP is contingent upon availability of sufficient funding.

8.6 Proposals are to be valid for a minimum of ninety, (90) days from the submittal deadline date to allow time for evaluation, selection and any unforeseen delays.

8.7 The Respondent agrees to protect the State of Texas and the University from claims involving infringement of patents or copyrights.

8.8 The Respondent hereby assigns to purchaser, any and all claims for overcharges associated with any Contract resulting from this RFP which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

8.9 No substitutions or cancellations permitted without written approval of the University.

8.10 Upon award, delivery shall be effective as stated unless the Seller

obtains approval from University for late delivery. Delivery shall be made during normal working hours only unless University approves otherwise. Delivery may be a factor in award.

- 8.11** Proposals and any other information submitted by the Respondent in response to this RFP shall become the property of the University.
- 8.12** Respondents electing to reply to this RFP are responsible for all cost incurred by the Respondent for proposal preparation, submittal, presentations (oral or otherwise) that may be made, or any other cost. The University is not liable for any cost incurred by Respondents.
- 8.13** Failure to comply with the requirements contained in this RFP may result in the rejection of the proposal. Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by University at its option.
- 8.14** Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted or filed in response to this RFP. However, upon written request by the Respondent, a proposal may be withdrawn or withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which shall be based on the Respondent's written documentation evidencing a reason acceptable to University in its sole discretion.
- 8.15** Products and services awarded as a result of this RFP may be extended to other Institutions of Higher Education as defined by Section 61.003 Education Code, Government Code Section 2155.134. Other individual institutions may or may not elect to use this agreement.

9. Alternate Proposal

University reserves the right to consider alternate proposals submitted by Respondents. Alternate proposals shall be clearly marked "Alternate" with the proposed alternates clearly defined and all pricing/cost advantages included, if applicable.

10. Definitions

Whenever the following terms are used in any part of this RFP the intent and meaning shall be interpreted as follows:

RFP shall mean Request For Proposal.

UNIVERSITY shall mean Texas A&M University-Texarkana.

TPASS shall mean Texas Procurement and Support Services Division (formerly the TBPC).

HUB shall mean Historically Underutilized Business as certified by the State of Texas

HSP shall mean HUB Subcontracting Plan

Respondent shall mean the individual, partnership, corporation, or other entity that submits a response to this RFP.

Vendor shall mean the individual, partnership, corporation, or

other entity awarded a Contract or Agreement for labor or for equipment & supplies under this RFP in accordance with the terms, conditions, and requirements herein

Agreement / Contract shall mean the formal Contractual Agreement entered into between Texas A&M University-Texarkana and the Seller as a result of this RFP by means of purchase order and/or separate written contract.

11. Time of Performance

Time is of the essence in the rendering of services here under. Seller agrees to perform all obligations and render services set forth per this RFP in accordance with the schedules herein and as mutually agreed upon between University and Seller during the term of any Agreement resulting from this RFP. Seller will not be responsible for, or subject to default because of, any schedule changes or delays of deliverables that may be caused by the action(s) or non-action(s) of University.

12. Agreement Amendments

Any Agreement resulting from this RFP may be modified or amended as negotiated and /or mutually agreed upon by University and Seller. No modification or amendment to any Agreement resulting from this RFP shall become valid unless agreed in writing and signed by both the University and the Seller. All correspondence regarding modifications or amendments to the Agreement must be forwarded to the Procurement & Contracting Office for prior review and approval. Only the University Vice President for Business and Administration or his/her designee will be authorized to sign changes or amendments to any Agreement resulting from this RFP.

13. Ownership of Deliverables

Upon acceptance by University of any and all deliverables, such deliverables shall become the property of and full ownership conveyed to the University. Such deliverables shall include, but not be limited to, maps, charts, publications, reports and other documents, datasets, software (including licenses and permits), and any other items created by the work performed by the Seller. All copyrights, printing/reprinting and publishing/republishing rights for any publications shall be in the name of, or conveyed to Texas A&M University-Texarkana.

14. Sales and Use Tax

The University as an agency of the State of Texas, is exempt from state and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise, and Use Tax Act. The Seller may claim exemption from payment of applicable state taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts. Do not include taxes in prices quoted for a proposal in response to this RFP.

15. Reporting

Seller will provide reports as required to the University HUB Coordinator or his/her designee detailing the subcontracting activity, status, and updates of performance of services required in this RFP.

Seller may be required to have regularly scheduled conferences with a Technical and/or Project Team if one is appointed by the University.

Seller will provide other reports as may be sporadically required or requested.

16. Observance of University Rules and Regulations

Seller agrees that at all times its employees will observe and comply with all regulations of Texas A&M University-Texarkana, including but not limited to parking and security regulations.

17. Non-Disclosure

Seller and University acknowledge that they or their employees may, in the performance of any Agreement resulting from this RFP, come into the possession of proprietary or confidential information owned by or in the possession of the other party. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with the Seller or University unless required by law.

18. Publicity

No public disclosures or news releases pertaining to this RFP or any details thereof shall be made public without prior written approval of the University. Seller agrees that it shall not publicize any Agreement or disclose, confirm, or deny any details thereof to third parties or use any photographs or video recordings of University's name in connection with any sales promotion or publicity event without the prior written approval of University.

19. Non-Waiver of Defaults

Any failure of University at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this RFP and any resulting Agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of University at any time to avail itself of same.

20. License and Permits

Seller will obtain and maintain at its own expense, and in its name, all necessary licenses and permits required to perform the services required

herein.

21. Non-discrimination

The Seller and its agents and employees are prohibited from engaging in or allowing any impermissible discrimination on the basis of race, religion, color, national origin, age, sex, disability, genetic information or veteran status in relation to (1) the Seller's employment practices; (2) the performance of the Seller's obligations under the Agreement. In performing its obligations under the Agreement, Seller shall be subject to and shall comply with all currently effective or subsequently promulgated policies regarding non-discrimination issued by either the University or the Texas A&M University System.

22. Compliance with Law

The Seller shall comply with any applicable federal, state, and local laws and regulations in performing its operations under the Agreement.

23. Federal Laws and Regulations

By submitting a signed proposal in response to this RFP, the Respondent certifies that it is fully informed about, and in full compliance with its obligations under existing applicable laws and regulations, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)); Civil Rights Act of 1991;
Executive Order 11246, as amended (41 CFR 60-1 and 60-2);
Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250); Rehabilitation Act of 1973, as amended (41 CFR 60-741);
Age Discrimination Act of 1975 (42 USC 6101 et seq.);
Non-segregated Facilities (41 CFR 60-1);
Drug-Free Workplace Act of 1988 (PL 100-690);
Federal Procurement or No procurement Programs (Executive Order 12549 and 12689); Bryd Anti-Lobbying Amendment (31 USC 1352);
Clean Air Act of 1970 (42 USC 7401 et seq.);
Federal Water Pollution Control Act (33 USC 1251 et seq.);
Omnibus Reconciliation Provision, Section 952;
Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended; Americans with Disabilities Act of 1990 (42 USC 12101 et seq.); Immigration Reform and Control Act

of 1986;
Utilization of Small Business Concerns and Small Business Concerns
Owned and Controlled by Socially and Economically Disadvantaged
Individuals (PL 96-507);
Federal Occupational Safety and Health Law (PL 91-596) including
its regulations in effect or proposed as of the date of the Agreement;
Executive Order GA-48, Hardening of State Government; and
All other laws and regulations and executive orders as are applicable.

24. Alcohol and Drug-Free Workplace

The University is committed to maintaining an alcohol and drug-free workplace. Possession, use, or being under the influence of alcohol or controlled substances by Seller's employees while in the performance of any services provided under and Agreement resulting from this RFP is prohibited.

Violation of this requirement shall constitute grounds for termination of the Agreement.

25. Other Benefits

It is understood and agreed that no benefits, payments or considerations received by the Seller for the performance of services associated with and pertinent to the resultant Agreement shall accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or any other person identified as agents of, or who are by definition an employee of the State.

26. Contract Administration

Upon award and execution of an Agreement or Contract, administration of such Agreement or Contract will be by a University Contract Administrator. All issues relating to the Agreement or Contract including, but not limited to, Contract changes or modifications, Contactor performance, Contract renewals, cancellation, and disputes will be handled by the University Contract Administrator. Vendor will coordinate with the University Contract Administrator on all issues related to the Agreement or Contract. The initial University Contract Administrator shall be Kristen Tullos, Assistant Vice President for Procurement and Contracting. If in the future the University Contract Administrator changes, the University will provide notice of such changes in University Contract Administrator to the vendor in writing.

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EXECUTION OF OFFER

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

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date acquired. Enter "0" if none received.

No. 1 _____ Date _____

No. 2 _____ Date _____

A.2 Signature

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

- (i) the Response and all statements and information prepared and submitted in response to this RFP are current, complete, true and correct;
- (ii) it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted response or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at TAMUS' option, and the RESPONDENT may be removed from all future proposal lists at this state agency;
- (iii) the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the RESPONDENT and to bind the Respondent under any contract which may result from the submission of the Response;
- (iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between RESPONDENT and an employee of TAMUS;
- (v) Respondent has not been an employee of TAMUS within the immediate twelve (12) months prior to the RFP response;
- (vi) no compensation has been received for participation in the preparation of this RFP (ref. Section 2155.004 Texas Government Code);
- (vii) all services to be provided in response to this RFP will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health law (Public Law 91-596) and its regulations in effect as of the date of this solicitation;
- (viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- (ix) to the best of its knowledge, no member of the Board of Regents of The Texas A&M University System, or the Executive Officers of the Texas A&M University System or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;
- (x) each individual or business entity proposed by RESPONDENT as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;
- (xi) if the RESPONDENT is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent's disqualification;
- (xii) under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this

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contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,

(xiii) under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

RESPONDENT should give Payee Identification Number (PIN) (Formally Vendor ID), full firm name and address of Vendor (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): _____

Sole Owner should also enter Social Security Number: _____

Vendor/Company: _____

Signature (INK): _____

Name: _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No.: _____

Fax No.: _____

E-mail: _____

* By signing this RFP, RESPONDENT certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4).

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

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NON-COLLUSION AFFIDAVIT

The undersigned, duly authorized to represent the persons, firms and corporations joining and participating in the submission of the foregoing Proposal (such persons, firms and corporations hereinafter being referred to as the "RESPONDENT"), being duly sworn, on his or her oath, states that to the best of his or her belief and knowledge no person, firm or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing Proposal, has directly or indirectly entered into any agreement or arrangement with any other RESPONDENTS, or with any official of TAMUS or any employee thereof, or any person, firm or corporation under contract with TAMUS whereby the RESPONDENT, in order to induce acceptance of the foregoing Proposal by said TAMUS, has paid or is to pay to any other RESPONDENT or to any of the aforementioned persons anything of value whatever, and that the RESPONDENT has not, directly or indirectly entered into any arrangement or agreement with any other RESPONDENT or RESPONDENTS which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing Proposal.

The RESPONDENT hereby certifies that neither it, its officers, partners, owners, providers, representatives, employees and parties in interest, including the affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other RESPONDENT, potential RESPONDENT, firm or person, in connection with this solicitation, to submit a collusive or sham bid, to refrain from bidding, to manipulate or ascertain the price(s) of other RESPONDENTS or potential RESPONDENTS, or to obtain through any unlawful act an advantage over other RESPONDENTS or TAMUS.

The prices submitted herein have been arrived at in an entirely independent and lawful manner by the RESPONDENT without consultation with other RESPONDENTS or potential RESPONDENTS or foreknowledge of the prices to be submitted in response to this solicitation by other RESPONDENTS or potential RESPONDENTS on the part of the RESPONDENT, its officers, partners, owners, providers, representatives, employees or parties in interest, including the affiant.

CONFLICT OF INTEREST

The undersigned RESPONDENT and each person signing on behalf of the RESPONDENT certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of TAMUS, nor any employee, or person, whose salary is payable in whole or in part by TAMUS, has a direct or indirect financial interest in the award of this Proposal, or in the services to which this Proposal relates, or in any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature _____

Company Name _____

Date _____

Subscribed and sworn to before me this

_____ day of _____, 20 ____.

Notary Public in and for the County of _____, State of

_____. My commission expires: _____

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

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**Anita & Truman Arnold University Center
Servery Remodel**

PROPOSAL FORM

Proposal of _____ (hereinafter called "respondent") organized and existing under laws of the State of _____ doing business as () a Corporation, () a Partnership, () an Individual to Texas A&M University-Texarkana (hereinafter called "Owner").

In compliance with University's Advertisement for Proposals, Respondent hereby agrees to provide the services contained herein, in strict accordance with Contract Documents.

By submission of this Proposal, each Respondent certifies that this Proposal has been arrived at independently, without consultation, communication or agreement as to any matter relating to this proposal with any other Respondent or with any competitor.

Respondent agrees to provide all the services describe in the Contract Documents.

Vendor Proposal: Attach detailed proposal, examples, including any plan drawings and/or artist renderings hereto.

_____	_____
Company	Name (Signature)
_____	_____
Address of Company	Name (Typewritten)
_____	_____
City, State and Zip	Title
_____	_____
Telephone	Date

Fax	

Email Address	

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



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

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

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



HUB Subcontracting Plan (HSP)

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

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

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

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

- - Agency Special Instructions/Additional Requirements - -

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

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

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

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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: AFFIRMATION

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

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

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

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

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

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

IMPORTANT: If you responded "Yes" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

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

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

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 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.

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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<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 trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

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

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<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 #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

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

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<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, §20.285 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, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

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: _____ <small>(mm/dd/yyyy)</small>
SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
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 _____ on _____ . <div style="display: flex; justify-content: space-around; width: 100%; font-size: small;"> Central Time Date (mm/dd/yyyy) </div>	
<p><i>In accordance with 34 TAC §20.285, 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, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).</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 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>	
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: <input type="checkbox"/> - Not Applicable	
4. Bonding/Insurance Requirements: <input type="checkbox"/> - Not Applicable	
5. Location to review plans/specifications: <input type="checkbox"/> - Not Applicable	



Vendor Verify Report

Searched By: Traci Restelle

Search String: 2b builders

Search Date: 12/9/2025 11:34:25 AM

Number of Results: 0

Source Name	URL	Source ID	Count
Texas Comptroller Vendor Hold	https://it.tamus.edu/vendorverify/state-of-texas-decommission-text/	1	0
Federal Excluded Parties	https://sam.gov/data-services/Exclusions/Public%20V2?privacy=Public	2	0
Debarred Vendor List	https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php	3	0
Divestment Statute Lists: Companies that Boycott Israel	https://comptroller.texas.gov/purchasing/docs/anti-bds.xlsx	4	0
Divestment Statute Lists: Designated Foreign Terrorist Organizations	https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx	5	0
Divestment Statute Lists: Scrutinized Companies with ties to Iran	https://comptroller.texas.gov/purchasing/docs/iran-list.xlsx	6	0
Divestment Statute Lists: Financial Companies that Boycott Energy Companies	https://comptroller.texas.gov/purchasing/docs/divest-energy.xlsx	7	0
Texas Comptroller Vendor Hold	https://fmx.cpa.texas.gov/fmx/payment/	8	0
Divestment Statute Lists: Scrutinized Companies with ties to Sudan	https://comptroller.texas.gov/purchasing/docs/sudan-list.xlsx	11	0

Source Name	URL	Source ID	Count
Divestment Statute Lists: Scrutinized Companies with ties to Foreign Terrorist Organizations	https://comptroller.texas.gov/purchasing/docs/fto-list.xlsx	12	0
Fara Foreign Principals	https://efile.fara.gov/bulk/zip/FARA_All_ForeignPrincipals.csv.zip	13	0
Fara Registrants	https://efile.fara.gov/bulk/zip/FARA_All_Registrants.csv.zip	14	0
Trade.gov Consolidated Entities List	https://data.trade.gov/downloadable_consolidated_screening_list/v1/consolidated.csv	15	0
Divestment Statute Lists: Designated Foreign Terrorist Organizations	https://comptroller.texas.gov/purchasing/publications/divestment.php	16	0
Divestment Statute Lists: Financial Companies that Boycott Energy Companies	https://comptroller.texas.gov/purchasing/publications/divestment.php	17	0
Divestment Statute Lists: Scrutinized Companies with ties to Iran	https://comptroller.texas.gov/purchasing/publications/divestment.php	18	0
U.S. Department of Justice - FARA All Foreign Principals	https://efile.fara.gov/ords/fara/f?p=1381:1:12421595030767::::	19	0
International Trade Administration - Consolidated Screening List	https://www.trade.gov/consolidated-screening-list	20	0
U.S. Department of Justice - FARA All Registrants	https://efile.fara.gov/ords/fara/f?p=1381:1:12421595030767::::	21	0
U.S. Department of Justice - FARA All Registrants	https://efile.fara.gov/bulk/zip/FARA_All_Registrants.csv.zip?1742248299419.4685	22	0
U.S. Department of Justice - FARA All Foreign Principals	https://efile.fara.gov/bulk/zip/FARA_All_ForeignPrincipals.csv.zip?1742248299419.4685	23	0
Texas Comptroller Vendor Hold	https://	24	0