



## STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

### REQUEST FOR PROPOSAL

RFP NUMBER

#CONCRETE MAINT-2020

PROPOSAL MUST BE RECEIVED BEFORE:

5:00PM, MONDAY, FEBRUARY 24, 2020

#### MAIL PROPOSAL TO:

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

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

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

Show RFP Number, Due Date and Time on Return Envelope

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

#### REFER INQUIRIES TO:

Nicole Ivancic  
Stephen F. Austin State University  
Procurement and Property Services  
936-468-4472  
email: [ivancickn@sfasu.edu](mailto:ivancickn@sfasu.edu)

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# 1 INTRODUCTION

## 1.1 SCOPE OF PROPOSAL

Stephen F. Austin State University, hereafter referred to as “SFA”, “SFASU” or “the University”, is seeking proposals from qualified respondents for CONCRETE AND ASPHALT REPAIR, MAINTENANCE, AND REPLACEMENT SERVICES, specifically, the services of a qualified General Contractor on an “as-needed” basis to perform new concrete construction, concrete site repairs and general removal and replacement of damaged concrete infrastructure including, but not limited to: concrete curbs, sidewalks, retaining walls, driveway aprons, ADA access ramps, sidewalk link projects, street repairs (short sections), utility vaults, storm-drain inlets and other associated minor alterations or repairs necessary to complete the work as directed by the ODR or his designee. All work shall be completed by persons skilled in their respective trades. Work not done and/or concrete not installed according to the project plans and/or industry standards shall be repaired, removed/replaced or otherwise remediated as directed by the ODR. SFASU shall be the sole judge of determining the acceptability of work performed and, at a minimum, in accordance with Section 2, Scope of Work, and other Terms and Conditions.

## 1.2 CONTRACT TERM

The Term of the Agreement shall begin after award as mutually agreed and upon executed agreement. The services should commence as set forth in the executed agreement. The term of this agreement is for one (1) year with the option to renew for four additional one year periods as mutually agreed.

## 1.3 SFASU INFORMATION

SFASU is an institution of higher education operated as an agency of the State of Texas. The University enrolls more than 13,000 students, offering approximately 80 undergraduate majors and more than 120 areas of study within six academic colleges – business, education, fine arts, forestry and agriculture, liberal and applied arts, and sciences and mathematics. SFASU employs approximately 1,600 full and part-time faculty and staff members. . A nine-member Board of Regents is appointed by the governor of Texas, with each regent serving staggered six-year terms. Accredited by the Southern Association of Colleges and Schools, the University provides the academic breadth of a state university with the personalized attention of a private school.

## 1.4 SCHEDULE OF EVENTS\*

Issuance of Request for Proposals.....	January 24, 2020
Deadline to Submit Questions.....	January 31, 2020
Final Addendum Posted (if applicable).....	February 4, 2020
Proposal Closing.....	February 24, 2020 at 5:00pm
Evaluation of Proposals and Selection of Finalists and/or Negotiations.....	February 25, 2020 until awarded
Award and Start of Project Implementation..	March 2020

\*Dates are tentative and subject to change.

## 1.5 OPEN RECORDS

The parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and contracts, after all negotiations are completed, may be subject to the Texas Open Records Act. Additionally, state law requires each contract for the purchase of goods or services to be posted on the University's website. By entering into a contract with the university, the firm acknowledges and accepts the university will comply with all applicable laws regarding the public posting of contracts.

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

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

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

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

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

## 1.7 ISRAEL NON-BOYCOTT VERIFICATION

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

## 1.8 CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

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

## 1.9 TITLE IX

Stephen F. Austin State University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of

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

#### 1.10 UNIVERSITY CLOSINGS

The following are the holidays to be observed by SFASU during FY 2020:

March 9-13	Spring Break
May 25	Memorial Day
November 23-27	Thanksgiving Break
December 23 - January 1	Christmas Break

#### 1.11 SMOKING, VAPING AND USE OF TOBACCO PRODUCTS

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

#### 1.12 GROUP PURCHASING AUTHORITY

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Section 51.9335, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP.

#### 1.13 CONFIDENTIALITY

Pursuant to the Gramm-Leach-Bliley Act (GLBA), every Service Provider (Contractor), defined as any person or entity that receives, maintains, processes or otherwise is permitted access to nonpublic personal information as defined in 16 C.F.R. § 313.3(n), whether in paper,

electronic, or other form, about a university employee or student through its provision of services directly to the university is subject to the following requirements:

- 1.13.1 The Service Provider (Contractor) must ensure the security and confidentiality of nonpublic personal information as defined in 16 C.F.R. § 313.3(n), protect against any anticipated threats or hazards to the security and integrity of such information and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any university employee or student.
- 1.13.2 To the extent contractor is provided Stephen F. Austin State University employee or student information owned, possessed or used by Stephen F. Austin State University and that is communicated to, learned, or otherwise acquired by Contractor in the performance of Contractor's duties and obligations under this Agreement, Contractor, its management, employees and agents agree to keep such information confidential, beginning on the date Contractor is first given access to said data and continuing through the term of this Agreement and any time thereafter. Contractor, its employees and agents shall not disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's, its management's, employees' or agents' own benefit or the benefit of another, any such confidential information, unless required by law. Contractor shall take appropriate safeguards to protect the data and limit access to such to only those representatives of Contractor that must have access for the purposes of this Agreement.

#### 1.14 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

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##### **SEE EXHIBIT C – HUB SUBCONTRACTING PLAN READ CAREFULLY**

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Each respondent is required to make a good faith effort to subcontract with historically underutilized businesses and shall submit a HUB Subcontracting Plan using the HUB Subcontracting Plan documents provided in Exhibit C.

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

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

The university's HUB goal for this procurement is:

18.1% for Special Trades.

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

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

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**Failure to submit the HUB Subcontracting Plan will disqualify the bid from consideration.**

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## 2 STATEMENT OF WORK

### 2.1 SCOPE OF WORK

2.1.1 Stephen F. Austin State University is seeking proposals from qualified respondents for CONCRETE AND ASPHALT MAINTENANCE, REPAIR, AND REPLACEMENT SERVICES, specifically, the services of a qualified general contractor on an “as-needed” basis to perform the following but not limited to:

- Removal, construction, reconstruction, or alteration of concrete or asphalt
- Concrete or asphalt site repairs
- General removal and replacement of damaged concrete or asphalt infrastructure including, but not limited to:
  - Curb & gutter, sidewalks, driveway aprons;
  - ADA work, sidewalk link projects;
  - Street repairs and/or resurfacing;
  - Parking lots;
  - Utility vaults, storm-drain inlets, retaining walls;
  - Other associated removals, excavations, filling, grading, compaction, necessary to complete the work as directed by the Owner’s Designated Representative (ODR); and
  - Possible disposal of surplus materials and cleaning up of work area.

### 2.1.2 CONTRACTOR RESPONSIBILITIES:

The Contractor shall:

- Adhere to the terms and conditions identified in the RFP
- Performed all work according to the drawings, plans and technical specifications furnished by the ODR for each project, as needed.
- Ensure all equipment charges shall be for actual time used on the job (no idle time charges will be billed or accepted.)
- Ensure all wash out of concrete from truck or other equipment and related items shall be the responsibility of the Contractor and shall not be performed on SFASU property or adjacent properties.



- The Contractor shall contact the ODR to inspect all work a minimum of one (1) hour prior to pouring concrete.
- Attend pre-work site visits and coordinate a schedule with the ODR for start/completion, and inspection dates on each project
- Provide all labor, equipment, materials, supplies, facilities, services, permits, notifications, and supervision, including site preparation, necessary to install, replace, and/or construct concrete-related projects as authorized by the ODR in accordance with plans, specifications, and contract documents
- Be responsible for any materials or equipment left on site after normal work hours. Contractor's loss of any materials or equipment due to theft, vandalism, etc., shall be the sole responsibility of the Contractor
- Perform all digging, forming, removal/disposal of debris, pouring, finishing, protection of concrete (for curing purposes), and work site clean-up
- Complete all phases of work from layout to project completion
- Work in conjunction with other Contractors and construction managers, as needed
- Provide the ODR a list of project supervisory personnel and their associated cell phone numbers, pager numbers and office phone numbers
- Maintain an adequate staff of experienced and qualified employees during the term of the contract for efficient performance of all assigned work under the contract
- Be familiar with the Texas Accessibility Standards and ensure that completed jobs meet TAS requirements
- Have an adequate knowledge of additives, finishes, and equipment used to ensure that work is performed in a manner consistent with industry standards and in a manner acceptable to SFASU
- Notify the ODR at least 48 hours prior to the start of any site mobilization involving street closures or traffic re-routing and coordinate with the city when working in or adjacent to streets, sidewalks, parking areas, etc., where traffic needs to be re-directed in order to ensure the safety of the traveling public and work crews involved in the project
- Ensure all work be completed by persons skilled in their respective trades
- Ensure work not done and/or not installed according to the project plans and/or industry standards shall be repaired, removed/replaced or otherwise remediated as directed by the ODR.

### 2.1.3 OWNER'S DESIGNATED REPRESENTATIVE (ODR) AUTHORITY AND DUTY

The ODR has the authority to review all work performed by the Contractor. The ODR has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The ODR shall, in all cases, determine the amounts and quantities of work which are to be paid for under the contract documents, sometimes in conjunction with a qualified professional. Unless otherwise specifically defined elsewhere in the Contract Documents, ODR is the single point of contact between Owner and Contractor. Notice to ODR, unless otherwise noted, constitutes notice to Owner under the Contract. The ODR, sometimes in conjunction with a qualified professional, shall be the sole judge of determining the acceptability of work performed.

#### 2.1.4 UNIVERSITY RESPONSIBILITIES

The University will perform the following tasks under this contract:

- Relocating any plants, shrubs or trees, as necessary, for any project initiated under this contract. The Contractor shall not cut any major root system of a tree or damage it in any way without the consent of the ODR.
- Removing or replacing sod if it is to be saved or reused. If the sod is not going to be utilized, the Contractor shall excavate and remove the sod from the project site.
- Assigning responsibility, either in-house or to the Contractor, for adjustments of manhole covers, valve boxes, monuments, markers, and any other similar structures when required on any given job.

#### 2.2 PRICING

Provide requested financial proposal information as referenced in Exhibit D.

#### 2.3 PROJECT COMPLETION

The crew availability to SFA shall be based on an eight hour day, 7 days per week. The Contractor shall be flexible enough to work with SFA's schedule set forth for the completion of a job.

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time as otherwise agreed to in writing will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract Documents. If Contractor fails to achieve Final Completion within thirty (30) calendar days after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion

#### 2.4 AUTHORIZATION OF WORK

2.4.1 For each individual project to be completed under these specifications, a separate Work Authorization will be issued. The process for project authorization will be as follows:

- SFA will identify a project and specify the work parameters of the project to the Contractor and provide any required drawings, specifications, and/or request a site visit with the Contractor.
- For each identified project and using the unit prices of the contract, the Contractor shall promptly present to the ODR a written proposal estimating the time and materials needed to complete the project.
  - Any proposals exceeding \$200,000 will be rejected and competitive sealed bids will be issued for the project. Furthermore, SFA reserves the right to reject any submitted proposals, regardless of the proposed amount, and request competitive sealed bids for any project, including those covered by this contract, as it deems in its best interest.

- No work shall be started and/or completed without a Work Authorization having been issued and signed by SFA. Should the Contractor start and/or complete a project without written authorization, the Contractor may not be paid for such work.
- 2.4.2 Billing shall be for actual time charged at the unit prices quoted on the bidder's bid form.
- 2.4.3 Should there be any associated minor alterations needed for the project that are not included in the contract unit prices, the Contractor should identify these and include quotes on these items in their written proposal to the ODR.

Within 48 hours of receipt of a Work Authorization request, the Contractor must notify the ODR or his designee of the date the scheduled work will be begin.

## 2.5 PARKING ON CAMPUS

- 2.5.1 All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The University Police Department (UPD) supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31.
- 2.5.2 Contractor shall be responsible for obtaining parking permits from UPD and for resolving, should they arise, any parking regulation disputes and violations. The UPD telephone number is 936-468-2608.

## 2.6 GENERAL TERMS AND CONDITIONS

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

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

All work is to be completed as mutually agreed by and between the University and contractor. Failure to complete work (including clean up) by the mutually agreed date shall be deemed as a breach of contract. Liquidated damages for \$1,000.00 per calendar day will be assessed, not as a penalty, but as liquidated damages for such breach of contract.

Safe working conditions must be maintained on and around work site at all times. Barricades and other protective devices are to be used as necessary to prevent injury to persons or property. All reasonable precautions are to be taken.

Payment will be made lump sum upon completion or as otherwise mutually agreed between Contractor and the University.

The Contractor shall give personal attention to the faithful completion of this contract and shall keep on the work site, during its progress, a competent supervisory employee and any necessary assistants. The on-site supervisor shall represent the Contractor in their absence and all directions given to supervisor shall be binding as if given to the Contractor. It is expressly agreed that adequate supervision of the work site by a competent representative of the Contractor is essential to the proper performance of the work, and the lack of such

supervision shall be grounds for suspending the Contractor's operations. The work, from its commencement to completion, shall be under the exclusive charge and control of the Contractor and all risk in connection therewith shall be borne by the Contractor. SFA shall not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of Contractor's agents or employees, or any other persons performing any work for the Contractor.

## 2.7 INSURANCE AND BOND REQUIREMENTS

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

If policies are not written for the amounts specified below (except Worker's Compensation and Employer's Liability), Contractor shall carry Excess Liability insurance for any difference in amounts specified. If Excess Liability insurance is provided, it shall follow the form of primary policy.

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

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

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

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

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

### **Performance and Payment Bonds:**

Performance bonds are required on contracts exceeding \$100,000. Payment bonds are required on contracts exceeding \$25,000.

Should the Contractor fail to execute and return the required Performance and Payment Bonds within ten (10) days after the date of notice of award, the Bid Guarantee shall become the property of SFASU, not as a penalty but as liquidated damages.

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

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

## 2.8 CLEAN WORK SITE

The Contractor shall at all times keep each project site free from accumulation of debris caused by the work project. At the completion of work at each site, the Contractor shall remove all debris, its tools, equipment, miscellaneous items and surplus materials and shall leave the project site free and clear of debris. If the Contractor fails to clean and clear the work site, SFA may remove any debris or items and charge the cost to the Contractor

## 2.9 DISCOVERY

Discovery of unforeseen conditions or changes in the scope of work by the Contractor or SFA shall be made known to the other party as soon as possible. Where additional work is necessary, the Contractor shall submit to SFA a written write-up of the work, cost of such work, and the time necessary for such work. Unless it is determined there exists an immediate health and safety danger, no work shall be authorized until agreed upon in writing by the Contractor and University. Compensation for additional work will be negotiated between SFA and the Contractor.

## 2.10 SPECIAL INVOICING INSTRUCTIONS

The time and materials nature of this contract will require the Contractor to provide a comprehensive and detailed invoice with reference to the basis for each item charged should

be sent to [PPDConstruction@sfasu.edu](mailto:PPDConstruction@sfasu.edu) and the ODR with the following details, at a minimum:

- Purchase Order Number
- Invoice Period
- Project name, as referenced in the PO
- Current Invoice Amount
- For partial payments, also include
  - PO total amount
  - Previously billed amounts

Documentation that validates the charges shall be attached and should include the unit prices for time, materials, and equipment.

Invoices that require correction(s) will be resubmitted with a revised invoice date. Payment will not be made without an approved itemized invoice.

## 2.11 LIMITATION ON CONTRACTOR'S REMEDY

The remedies of Contractor shall be limited to, and SFA shall be liable only for, work actually performed by the Contractor and/or its subcontractors as set forth in the contract documents. SFA shall not be liable for any consequential, punitive, or indirect loss or damage that the Contractor may suffer in connection with the project.

## 2.12 LOSS OR EXPENSE DUE TO UNUSUAL OR UNANTICIPATED CIRCUMSTANCES

Unless otherwise specified, all loss, expense, or damage to the Contractor arising out of the nature of work to be done, or from the action of the elements, or from any unforeseen circumstance, or from unusual obstructions or difficulties, naturally occurring, manmade or otherwise, which may be encountered in the performance of the work, shall be sustained and borne by the Contractor at their cost and expense.

## 2.13 MATERIALS AND WORKMANSHIP

The Contractor shall furnish only materials and workmanship of the best quality and grade. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality and for protecting the materials adequately until incorporated into the project.

## 2.14 PAYMENT WITHHELD

SFA reserves the right to withhold payment from the Contractor, in whole or in part as may be necessary, for, but not limited to:

- Defective work not remedied and/or work not performed.
- Claims filed or reasonable evidence indicating possible filing of claims such as failure to pay obligations or subcontractors.
- Causing damage to a property owner or another Contractor.

- Contractor will be required to submit monthly Progress Assessment Reports relating to payments to all subcontractors, including 2nd tier HUB subcontracting by subcontractors. The Owner reserves the right to withhold payment until the monthly reports are received by the HUB Coordinator.

## 2.15 PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper and necessary means to protect the adjacent or adjoining property or properties in any way encountered, which may be injured or seriously affected by any process of concrete new construction, concrete site repairs or concrete remediation work to be undertaken under this contract, from any damage or injury from such work. Contractor shall be liable for any and all claims for such damage on account of their failure to fully protect all adjacent or adjoining properties.

## 2.16 PROTECTION OF SUBSURFACE LINES AND STRUCTURES

The Contractor shall perform all necessary work required for the protection and care of utilities, buildings, and other site improvements on and around each work location. The Contractor shall be responsible for any damage that may occur as a result of the Contractor's work activities. Prior to commencing work, the Contractor shall verify the location of all surrounding utilities, which may be located in or near the work area, then take the appropriate precautions, measures, and actions to protect and prevent damage to all overhead and underground utilities before initiating any concrete new construction, concrete site repairs, demolition or reconstruction work. It is the Contractor's responsibility to notify each utility of its pending work activities at each worksite. Any utility lines, whether underground or overhead, or any other utility-related structures cut or damaged by Contractor during the new construction, demolition or reconstruction phase of the project shall be repaired immediately by the Contractor to the satisfaction of SFA and/or utility provider at the Contractor's expense.

## 2.17 RIGHT OF ENTRY

The ODR, or any SFA representative, may make periodic visits to the project site to observe the progress or quality of the executed work and to determine, in general, if the work is proceeding in accordance with the project documents. The ODR will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work performed, nor will the ODR be responsible for the construction methods, techniques, sequences or procedures, or safety precautions employed by the Contractor. Notwithstanding the ODR's right of entry, SFA shall not be responsible for the Contractor's failure to perform the work in accordance with the project documents.

## 2.18 WARRANTY

The Contractor warrants to SFA that all materials furnished under the contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the project documents. All work not conforming to these requirements may be considered defective. If required by the ODR, the Contractor shall

furnish satisfactory evidence as to the type and quality of materials provided under the contract.

- 2.18.1 The Contractor shall guarantee all workmanship and materials for each project to be free of defects of any type for a period of one (1) year after the date of payment.
- 2.18.2 Upon notice from the ODR, the Contractor shall correct all reported defects within 21 calendar days after notification without any additional cost to SFA.
- 2.18.3 The warranty period shall begin on the date final payment was made for each completed project.

## 2.19 PREVAILING WAGE RATES

In accordance with Texas Gov't Code 2258.022, Stephen F. Austin State University completed a determination of wage rates for Nacogdoches County. The attached "Minimum Wage Rate Determination" provides additional documentation about the determination and requirements for compensation. The total hourly compensation to each worker must equal or exceed the minimum wage rates stated in the "2015 SFA Prevailing Wage" attachment, Total Column. **See Exhibit H.**

The attached "Worker Wage Rate Form" is to be used by the construction manager and all subcontractors engaged in this project. The completed notice must be accepted by all workers involved in the project and delivered to the Physical Plant prior to substantial completion or with pay applications. Separate Worker Wage Rates Forms are to be completed for each worker engaged in multiple classifications. **See Exhibit H.**

## 3 INSTRUCTIONS TO RESPONDENTS

### 3.1 CONTACT INFORMATION

All questions regarding the RFP, or response must be forwarded to the Contracting Specialist:

Nicole Ivancic  
PO Box 13030  
Nacogdoches, TX 75962  
Phone: 936-468-4472  
Fax: 936-468-4282  
Email: [ivancickn@sfasu.edu](mailto:ivancickn@sfasu.edu)

### 3.2 SUBMITTAL DEADLINE AND LOCATION

- 3.2.1 All proposals must be received by SFASU no later than 5:00pm, Monday, February 24, 2020.
- 3.2.2 Proposals are to be submitted to:

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

**HAND DELIVER AND/OR EXPRESS MAIL TO:**  
Stephen F. Austin State University  
Procurement and Property Services  
2124 Wilson Drive  
Nacogdoches, TX 75962



- 3.2.3 All U.S. Mail addressed to any component of SFASU is delivered to a central mail room and redistributed by SFASU personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mail room and receipt in the Procurement and Property Services Department. Proposals must be in the office of the Procurement and Property Services Department by the time set for RFP closing in order to be considered, and receipt by SFASU at the central mail room will not be deemed sufficient. The University shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the respondent unopened.
- 3.2.4 Proposals will be publicly opened Tuesday, February 25, 2020 at 9:00 am in the office of the Director of Procurement, 2124 Wilson Drive. Only the names of the Respondents will be read aloud.
- 3.2.5 Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner regardless of delivery method or circumstances.
- 3.2.6 Proposals may be withdrawn at any time prior to the time and date set for proposal closing.
- 3.2.7 Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide an advantage to any Respondent in the judgment of Stephen F. Austin State University.

### 3.3 SUBMITTAL INSTRUCTIONS

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

### 3.4 EVALUATION CRITERIA

- 3.4.1 Award will be based on a comprehensive review and analysis based on weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the University. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.
- 3.4.2 Evaluation of the proposals will be performed by an evaluation committee representing Stephen F. Austin State University. Proposals will be evaluated using the following criteria, which are listed below in no particular order. Stephen F. Austin State University reserves the right to award an agreement not based only on the cost to the University, but on the criteria that best meet the University's requirements and goals. The University shall be the sole judge of determining which proposal represents the best value to the University.
- 3.4.3 Evaluation Criteria
  - 35% - Qualifications and Experience
  - 35% - Financial Proposal
  - 20% - References of similar projects performed
  - 10% - Past work experience with SFASU

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

### 3.5 ACCEPTANCE AND FORMATION OF AGREEMENT

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

### 3.6 PROPOSAL FORMAT

- 3.6.1 Proposals shall be prepared simply and economically, providing a straightforward concise description, of the ability to meet the requirements of the RFP. Emphasis should be placed on the RFP requirements, completeness, clarity of content, responsiveness to the requirements and an understanding of SFASU's needs. **Respondents shall organize their proposal in a point-by-point format according to Section 3.6.6.** Failure to follow point-by-point presentation could be grounds for disqualification.
- 3.6.2 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements as directed. The awarded vendor agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected Contractor to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the

agreement. Incomplete proposals will be considered non-responsive and subject to rejection.

- 3.6.3 Proposals shall be printed on letter-size (8-1/2" x 11") paper and unbound. DO NOT USE METAL-RING HARD COVER BINDERS.
- 3.6.4 Submittals shall include a "Table of Contents" and give page numbers for each part of the Proposal.
- 3.6.5 Number all pages of the Proposal submittal sequentially using Arabic numerals (1,2,3,etc); the Proposal is not required to number the pages of the Hub Subcontracting Plan.
- 3.6.6 Proposal shall include the following information and be submitted in the following order:  
**– Failure to provide any of the following documents will result in disqualification of the proposal from further consideration:**

3.6.6.1 Required Submittals

- Exhibit A – Signed Execution Of Offer
- Exhibit B – Acknowledgement of Addenda, if any
- Exhibit C –HUB Subcontracting Plan (HSP)
- Exhibit D – Financial Proposal
- Exhibit E – References
- Exhibit F – Non-Collusion Affidavit

3.6.6.2 Evaluation of Qualifications:

An overview of your firm and its demonstrated expertise and experience in concrete construction:

- Provide a minimum of three (3) references to substantiate your qualifications and experience in performing concrete new construction and concrete site repair services within the past five years. See Exhibit E.
- Provide copy of all applicable licenses, certifications, permits and approvals;
- Profile to include resumes on personnel that will be working on this project and their credentials and experience.
- Identify number of years of experience with SFASU including detailed description of services. If no experience, please indicate none.

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

## EXHIBIT A-EXECUTION OF OFFER

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

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

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

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

### Certifications:

#### Representations and Warranties by Respondent

If Respondent is a corporation, limited liability company, or any other entity organized and existing under state law, Respondent 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 the Agreement, and the individual signing the Agreement on behalf of the Respondent has been duly authorized to act for and bind Respondent.

#### Tax Certification

If Respondent is a taxable entity as defined by Chapter 171, Texas Tax Code ("Chapter 171"), then Respondent certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Respondent is exempt from the payment of those taxes, or that Respondent is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

#### Eligibility to Receive Payment

In accordance with Section 231.006 of the Texas Family Code and Sections 2155.004 and 2155.006 of the Texas Government Code, Respondent certifies that it is not ineligible to receive the Agreement or any payments under the Agreement and acknowledges that University may terminate the Agreement and/or withhold any payment and/or reimbursement if this certification is inaccurate.

#### Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Respondent agrees that any payments owing to Respondent under the Agreement may be applied directly toward any debt or delinquency that Respondent owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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

Federal Employer's Identification Number: \_\_\_\_\_

Sole Owner should also enter Social Security No.: \_\_\_\_\_

Respondent/Company: \_\_\_\_\_

Signature (INK): \_\_\_\_\_

Name (Typed/Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No/Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

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

## EXHIBIT B - ACKNOWLEDGEMENT OF ADDENDA

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

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Respondent/Company: \_\_\_\_\_

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

**<http://www.SFASU.edu/purchasing/122.asp>**

## EXHIBIT C - HUB SUBCONTRACTING PLAN (HSP)



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

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

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

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



# HUB Subcontracting Plan (HSP)

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

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

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

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

## - - Agency Special Instructions/Additional Requirements - -

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

## SECTION 1: RESPONDENT AND REQUISITION INFORMATION

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



Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

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

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

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

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

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

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

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

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

#### **SECTION 4: AFFIRMATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date  
(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.

## Rev. 2/17

**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>

Item Number:                      Description:

[illegible]

Page 1 of 1  
(Attachment A)

# HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**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/tpasscmbldsearch/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 (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes - No
		- Yes - No

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

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Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

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

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

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# 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: \_\_\_\_\_

(mm/dd/yyyy)

## 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 \_\_\_\_\_ .  
Central Time Date (mm/dd/yyyy)

*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).*

*(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.)*

### 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

- Not Applicable

### 4. Bonding/Insurance Requirements:

- Not Applicable

### 5. Location to review plans/specifications:

- Not Applicable

## EXHIBIT D – FINANCIAL PROPOSAL

Having carefully reviewed the specifications and related documents affecting the proposal to Stephen F. Austin State University, the undersigned submits the following Financial Proposal in accordance with the Request for Proposal documents:

**Respondent Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

### Labor Charges:

	Job Description	Qty	Unit	Bid Amount
1.	Foreman / Journeyman	1	HR	
2.	Finisher	1	HR	
3.	Skilled Laborer	1	HR	
4.	Common Laborer	1	HR	
5.	Driver / Equipment Operator	1	HR	
6.	General Laborer	1	HR	

### Material Charges:

7.	Materials to be charged at Cost Plus:	_____ %
----	---------------------------------------	---------

### Equipment Charges:

8.	Tractor-loader-Backhoe, 70 HP+	\$ _____ / HR
9.	Skid-steer loader with Backhoe Attachment	\$ _____ / HR
10.	Skid-steer loader with Standard Bucket	\$ _____ / HR
11.	Skid-steer loader with Hydraulic Breaker Attachment	\$ _____ / HR
12.	Concrete Saw, Wet/Dry Cut. 40-46 HP	\$ _____ / HR
13.	Vibratory Rammer/Tamper	\$ _____ / HR
14.	Dump Truck, 10 Cubic Yard Minimum	\$ _____ / HR
15.	Oxy/Acetylene Cutting Torch, Full Size Bottles	\$ _____ / HR
16.	Rebar Bender, Up to #3 Electric/Hydraulic	\$ _____ / HR
16.	Portable Generator, 3,000 to 6,000 Watt	\$ _____ / HR



17.	Hammer Drill, Contractor Grade	\$_____ / HR
18.	Circular Saw, Contractor Grade	\$_____ / HR
19.	Vibratory Plate Packer, 5 to 10 HP	\$_____ / HR
20.	Concrete Pump, Minimum 25 Cubic Yard/Hour	\$_____ / DAY
21.	Crawler Dozer, Minimum 70 HP	\$_____ / DAY
22.	Skid-steer Loader with Auger Attachment (6", 12", 18", & 24")	\$_____ / DAY
23.	Skid-steer Loader with Sweeper Attachment	\$_____ / DAY
24.	Crawler Trencher, 6" and 12" chains	\$_____ / DAY
25.	Mini Excavator	\$_____ / DAY
26.	Portable Welding Machine	\$_____ / DAY
27.	Georgia Buggies	\$_____ / DAY
28.	Sand Blaster	\$_____ / DAY
29.	Trash Pump, Minimum 2"	\$_____ / DAY
30.	Caulk Machine	\$_____ / DAY
31.	Troweling Machine	\$_____ / DAY
32.	Concrete Vibrator	\$_____ / DAY
33.	Pressure Washer	\$_____ / DAY
34.	Air Compressor, Minimum 250 CFM	\$_____ / DAY
35.	Jackhammer, with Hose(s)	\$_____ / DAY
36.	Traverse Lift, Minimum 40" Reach	\$_____ / DAY
37.	Post Tension Cable Puller	\$_____ / DAY
38.	Asphalt Laydown Machine, std 12 ft	\$_____ / DAY
39.	Double Drum roller/ vibrator	\$_____ / DAY
40.	Compactor/ Jumping Jack	\$_____ / DAY
41.	Water Truck	\$_____ / DAY
42.	Asphalt Patch Truck	\$_____ / DAY
43.	Tack Truck Sprayer	\$_____ / DAY

Note: If the bidder has additional equipment that will be used under the contract, but is not listed above, they must provide a separate sheet with their bid response listing the equipment and the associated hourly or daily charge for the equipment. SFA will only pay charges for labor, materials, and equipment according to the amounts listed in the bidder's response.

## EXHIBIT E – REFERENCES

**RESPONDENT'S NAME:** \_\_\_\_\_

The bidder must submit a minimum of three references to substantiate their qualifications and experience in performing concrete new construction and concrete site repair services within the past 24-months.

Company Name:		
Address:	State:	Zip Code:
Phone Number:	Fax Number:	
Point of Contact:	Dates Services were Performed:	

Company Name:		
Address:	State:	Zip Code:
Phone Number:	Fax Number:	
Point of Contact:	Dates Services were Performed:	

Company Name:		
Address:	State:	Zip Code:
Phone Number:	Fax Number:	
Point of Contact:	Dates Services were Performed:	

**THIS FORM MAY BE MODIFIED AS NEEDED TO MEET THE REQUIREMENTS OF THE BID SOLICITATION AND MUST BE RETURNED WITH THE BID RESPONSE.**

**FAILURE TO RETURN THIS FORM WITH THE BID RESPONSE MAY RESULT IN THE BID BEING CONSIDERED NON-RESPONSIVE.**

## EXHIBIT F - 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 "Respondents"), 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 Respondent, or with any official of SFA or any employee thereof, or any person, firm or corporation under contract with SFA whereby the Respondent, in order to induce acceptance of the foregoing Proposal by said SFA, has paid or is to pay to any other Respondent or to any of the aforementioned persons anything of value whatsoever, and that the Respondent has not, directly or indirectly entered into any arrangement or agreement with any other Respondent or Respondent 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/or 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 SFA.

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 SFA, nor any member of its Board of Regents, employee, or person whose salary is payable in whole or in part by SFA, has a direct or indirect financial interest in the award of the Proposal, or in the services to which this Proposal relates, or any of the profits, real or potential, thereof, except as noted otherwise herein.

Signature \_\_\_\_\_

Company name \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT G – CAMPUS MAP



## EXHIBIT H – PREVAILING WAGE RATES

### **Stephen F. Austin State University MINIMUM WAGE RATE DETERMINATION**

Stephen F. Austin State University (SFA) is the contracting agency for this construction project. The following statute requires the contracting agency to specify the general minimum rates of wages in contracts that are bid.

Government Code 2258 “Construction of Public Works in State and Municipal or Political Subdivisions; Prevailing Wage Rates to be maintained”; and  
The Uniform General and Supplementary General Conditions for Stephen F. Austin State University Construction Contracts.

Pursuant to the requirements of this statute, SFA has determined that the attached rates of wages are paid to various classifications of workers in Nacogdoches County. Total hourly compensations to each worker must equal or exceed the minimum wage rates stated in the “2015 SFA Prevailing Wage” attachment, Total Column.

Contributions by worker toward health, pension, vacation, and the like are part of the worker’s pay; contributions by the employer are not. Any dollar amounts shown in the column titled “Fringe” may be paid either in cash or in kind. Workers in classifications where rates are not identified shall be paid not less than the minimum rate of “General Laborer”.

All hours of work over 40 hours per week are overtime and will be compensated at the rate of 1 and ½ times the regular wage.

A contractor who violates these prevailing wage rules shall be required to pay to SFA \$60 for each worker employed for each calendar day or part of the day that worker is paid less than the wage rates stipulated by the contract.

Wage Rate Determination Appeal procedures can be found on the SFA website, <http://www.sfasu.edu/purchasing/721.asp>.

## 2015 SFA Prevailing Wage Rate

<b>Craft /Classification</b>	<b>Base</b>	<b>Fringe</b>	<b>Total</b>
Glass Glazier	\$12.00	\$0.00	\$12.00
Glass Common Laborer/Helper	\$8.00	\$0.00	\$8.00
HVAC Journeyman Technician	\$16.75	\$0.00	\$16.75
HVAC Common laborer/Helper	\$9.00	\$0.00	\$9.00
Fencing Journeyman Installer	\$14.00	\$0.00	\$14.00
Fencing Common Laborer/Helper	\$9.00	\$0.00	\$9.00
Exavating/Dirtwork Backhoe Operator	\$13.00	\$0.50	\$13.50
Exavating/Dirtwork Bulldozer Operator	\$14.00	\$0.00	\$14.00
Exavating/Dirtwork Front End Loader Operator	\$12.00	\$0.00	\$12.00
Exavating/Dirtwork Trackhoe Operator	\$14.00	\$0.00	\$14.00
Exavating/Dirtwork Truck Driver	\$13.00	\$0.00	\$13.00
Exavating/Dirtwork Common Laborer/Helper	\$11.00	\$0.00	\$11.00
Asbestos Abatement Common Laborer/Helper	\$10.00	\$0.00	\$10.00
Concrete Finisher	\$12.50	\$0.00	\$12.50
Concrete Common Laborer/Helper	\$10.00	\$0.00	\$10.00
Roofing Journeyman	\$16.00	\$0.00	\$16.00
Roofing Common Laborer/Helper	\$13.00	\$0.00	\$13.00
Insulation Insulator	\$12.00	\$0.00	\$12.00
Insulation Common Laborer/Helper	\$10.00	\$0.00	\$10.00
Drywall/ Metal Stud Installer	\$14.00	\$0.00	\$14.00
Drywall Common Laborer/Helper	\$10.00	\$0.00	\$10.00
Landscaping Journeyman	\$12.00	\$0.00	\$12.00
Landscaping Foreman	\$16.00	\$2.51	\$18.51
Landscaping Service Technician	\$17.00	\$2.67	\$19.67
Landscaping Common Laborer/Helper	\$10.00	\$0.00	\$10.00
Millwork Cabinet Maker	\$16.00	\$2.03	\$18.03
Millwork Apprentice Carpenter	\$15.00	\$0.00	\$15.00
Millwork Journeyman Carpenter	\$16.00	\$0.00	\$16.00
Millwork Common Laborer/Helper	\$9.00	\$0.00	\$9.00
Site Utilities Foreman	\$18.00	\$0.00	\$18.00
Site Utilities Equipment Operator	\$12.00	\$0.00	\$12.00
Site Utilities Truck Driver	\$11.25	\$0.00	\$11.25
Site Utilities Journeyman	\$11.00	\$0.00	\$11.00
Site Utilities Common Laborer/Helper	\$8.50	\$0.00	\$8.50
Electrical Journeyman Electrician	\$21.00	\$0.00	\$21.00
Electrical Common Laborer/Helper	\$12.00	\$1.17	\$13.17
Plumbing Journeyman	\$20.00	\$0.00	\$20.00
Plumbing Apprentice	\$12.50	\$2.50	\$15.00
Plumbing Common Laborer/Helper	\$8.00	\$2.00	\$10.00
Acoustical Ceiling Journeyman Installer	\$13.00	\$0.00	\$13.00
Acoustical Ceiling Common Laborer/Helper	\$9.00	\$0.00	\$9.00
Painting Journeyman Painter	\$10.50	\$1.37	\$11.87
Lead Painter	\$13.00	\$0.00	\$13.00

## 2015 SFA Prevailing Wage Rate

<b>Craft /Classification</b>	<b>Base</b>	<b>Fringe</b>	<b>Total</b>
Painting Common Laborer/Helper	\$9.00	\$0.00	\$9.00
Steel Erection Journeyman/Iron Worker	\$18.00	\$0.00	\$18.00
Steel Erection Truck Driver	\$18.50	\$0.00	\$18.50
Steel Erection Ironworker - Structural	\$20.00	\$0.00	\$20.00
Steel Erection Welder	\$15.00	\$0.00	\$15.00
Steel Erection Common Laborer/Helper	\$10.00	\$0.00	\$10.00
Flooring Journeyman Installer	\$13.88	\$2.19	\$16.07
Floor Tile Setter	\$20.00	\$0.00	\$20.00
Floor Layer	\$18.00	\$0.00	\$18.00
Flooring Common Laborer/Helper	\$9.00	\$0.00	\$9.00
Mason	\$18.00	\$0.00	\$18.00
Masonry Common Laborer/Helper	\$8.50	\$0.00	\$8.50
Mason Tender	\$9.50	\$0.00	\$9.50
Asphalt/Paving Journeyman	\$25.00	\$0.00	\$25.00
Asphalt/Paving Equipment Operator (Asphalt Pav	\$15.00	\$0.00	\$15.00
Asphalt/Paving Common Laborer/Helper	\$15.00	\$0.00	\$15.00
Asphalt/Paving Truck Driver	\$15.00	\$0.00	\$15.00
Plastering/EIFS Laborer (Tender)	\$11.00	\$0.00	\$11.00
Plastering/EIFS Journeyman	\$16.00	\$0.00	\$16.00
Plasterer	\$20.00	\$0.00	\$20.00
Fire Alarm Systems Low Voltage System Technicia	\$20.10	\$3.29	\$23.39
Fire Alarm Systems Low Voltage System Helper (L	\$12.00	\$2.60	\$14.60
Elevator Mechanic	\$37.33	\$0.00	\$37.33
Elevator Helper	\$18.67	\$0.00	\$18.67
Elevator Foreman	\$42.00	\$0.00	\$42.00
Technology/Network Installer	\$12.00	\$3.00	\$15.00
General Laborer	\$9.00	\$0.00	\$9.00





# STEPHEN F. AUSTIN STATE UNIVERSITY

## Physical Plant Department

P.O. Box 13031, SFA Station • Nacogdoches, Texas 75962-3031  
Phone (936) 468-3906 • Fax (936) 468-4446

### Worker Wage Rate Form

This form shall be used by all construction managers, contractors, sub-contractors engaged in the execution of SFA construction contracts in accordance with the Prevailing Minimum Wage Rate guidelines and the Uniform General and Supplementary Conditions. This completed notice must be delivered to the Physical Plant and accepted by all workers involved in the project prior to substantial completion or with pay applications. The employer shall submit separate Worker Wage Rate Forms for workers engaged in multiple classifications.

Physical Plant Project No. \_\_\_\_\_ Project Name \_\_\_\_\_

### SECTION 1

#### Print entire form.

Employee Name: \_\_\_\_\_

Employer Name: \_\_\_\_\_

Worker Classification is shown on Prevailing Wage Rate Schedule: Yes ☐ No ☐

Worker Classification: \_\_\_\_\_  
(Refer to Minimum Prevailing Wage Rate schedule contained within the Agreement for the project.)

#### Hourly Rate

SFA Minimum Prevailing Wage Rate: \$ \_\_\_\_\_

Actual Wage Rate: \$ \_\_\_\_\_

Actual Employer Fringe Benefit Rate: \$ \_\_\_\_\_

(Contributions by a worker toward health, pension, vacation and the like are a part of the Actual Wage Rate contributions by the Employer shown below.)

As the Employee Named Above, I hereby acknowledge receipt of this notice and by my signature below indicate my agreement with both the Classification of work I have been assigned on this project and to the proposed wages to be paid to me for such work.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### SECTION 2

To the "Actual Wage Rate" above, the Employer shall indicate the total of all labor burden costs, Federal and State Unemployment, Social Security, Medicare, Health Insurance and Retirement.

(Burden does not include per diem, travel expense, small tools or other items. For clarification of items not listed contact Physical Plant Department, Construction Services.)

#### Hourly Burden Cost

\$ \_\_\_\_\_

#### Total Hourly Rate

Total Hourly Rate for Contract: Actual Wage Rate + Hourly Burden Cost \$ \_\_\_\_\_

Employer Signature or Seal: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_