



STEPHEN F. AUSTIN STATE UNIVERSITY

THE UNIVERSITY OF TEXAS SYSTEM
NACOGDOCHES, TEXAS

REQUEST FOR QUALIFICATIONS FOR ARCHITECT/ENGINEER PROFESSIONAL SERVICES

RFQ No.: Athletics Feasibility Study
SFA-RFQ-00013

RESPONSES MUST BE RECEIVED BEFORE:
3:00PM CST, Thursday, April 2, 2026

REFER INQUIRIES TO:

Kay Johnson OR Kim Jones
Stephen F. Austin State University
Procurement and Business Services
936.468.4037 OR 936.468.6551
email: johnsondk6@sfasu.edu OR joneskk2@sfasu.edu

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REQUEST FOR QUALIFICATIONS FOR
ARCHITECT/ENGINEER PROFESSIONAL SERVICES
RFQ No.: **Athletics Feasibility Study**
SFA-RFQ-00013

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** Stephen F. Austin State University (“Owner”), a member of the University of Texas System, is soliciting statements of qualifications (“Qualifications”) from firms specializing in Athletics Facilities to develop a comprehensive Athletics Feasibility Study that is intended to support the university’s strategic vision and future growth. The study should produce a detailed program, site analysis, conceptual options, renderings, cost estimates, phasing, and narrative in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications.

The RFQ is the first step in the process for selecting a planning firm. The RFQ provides the information necessary to prepare and submit Qualifications for consideration by the Owner. The Owner may select the top three (3) or more of the top ranked qualified respondents to present their qualifications during an interview.

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

- 1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Standard Agreement Between the Board of Regents, University of Texas System and Project Architect for A Project of Limited Size or Scope copy of which is attached to this RFQ. Any future contracts related to this project beyond this feasibility study will utilize the Owner’s Standard Architect/Engineer Agreement between The University of Texas System and the Architect/Engineer.

- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by the Owner as an addendum on the Electronic State Business Daily (ESBD) web site (<http://www.txsmartbuy.com/sp>). It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due as part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications.

- 1.4.1 Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.

1.5 SUBMITTAL INSTRUCTIONS:

1.5.1 DEADLINE: Proposals must be received on or before the date and time listed below:

Due Date: Thursday, April 2, 2026 by 3:00 PM

1.5.2 Respondent shall submit one (1) complete **electronic copy** of Qualifications via electronic submission through the portal provided by the Procurement Office.

1.5.3 Submit One (1) electronic version of the HUB Subcontracting Plan (HSP) as separate attachments to the Qualifications as described in **Section 1.13**.

1.5.4 Late received Qualifications will be returned to the respondent.

1.5.5 The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or email.

1.5.6 Properly submitted Qualifications will not be returned to respondents

1.5.7 The names of the submitting Respondent(s) will be read aloud immediately following the date and time published in **Section 1.5.1**

1.6 **REQUIRED SUBMITTALS:** Failure to provide any of the following documents will result in disqualification of the response from further consideration

A. Signed Execution of Offer

B. Acknowledge of Addenda, if any

C. HUB Subcontracting Plan

D. Statement of Qualifications addressing items in **SECTION 3**, formatted according to **SECTION 4**

1.7 POINT-OF-CONTACT: The Owner designates the following person as it's representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ, including questions regarding terms and conditions and technical specifications, to the Point-of-Contact person.

*Stephen F. Austin State University
Procurement and Business Services
Attention: Kay Johnson OR Kim Jones
Phone: (936)468-4037 OR (936)468-6551
Email: johnsondk5@sfasu.edu OR joneskk2@sfasu.edu*

1.7.1 The deadline for submitting questions related to this RFQ is **5:00PM, Thursday, March 19, 2026**.

1.7.2. Question and Answer Addenda Document Posted, if any, **5:00PM, Friday, March 20, 2026**.

1.8 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner.

1.8.1 Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation.

1.9 OWNER'S RESERVATION OF RIGHTS: The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

1.10 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.

1.11 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

1.12 PRE-SUBMITTAL CONFERENCE: A pre-submittal conference will be held on **Wednesday, March 18, 2026 at 9:00AM.**

1.12.2 Location: Lawton Room, SFA Fieldhouse (712 Hayter St, Nacogdoches, TX 75962)

1.12.3 Parking: **See Section 5 – 5.4 Attachment 4, Campus Map Link**

1.13 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification.

1.14 HISTORICALLY UNDERUTILIZED BUSINESSES' SUBMITTAL REQUIREMENTS: It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses (See attached). The Policy applies to all contracts with an expected value of \$100,000 or more. If Owner determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Qualifications. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Qualifications.

1.14.1 STATEMENT OF PROBABILITY

The Owner has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the respondent's Qualifications. The respondent shall develop and administer a HSP as a part of the respondent's Qualifications in accordance with the University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUB).

1.15 SALES AND USE TAXES: Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include The University of Texas System. The section further permits the

purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."

- 1.16 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.17 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements of the rule are set forth in Article 6 of the Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts.
- 1.18 PREVAILING WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the policies and procedures set forth in the U. T. System document, entitled "Prevailing Wage Guidelines." A copy is attached to the Special Conditions. The penalty for violation of prevailing wage rates has been increased from \$10.00 per underpaid worker per day or portion thereof to \$60.00.
- 1.19 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.20 STATE REGISTRATION OF ARCHITECTURE FIRMS: Respondents are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners. 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.
- 1.21 STATE REGISTRATION OF ENGINEERING FIRMS: Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.
- 1.22 POLICY REGARDING RECEIVING BENEFITS, GIFTS AND HONORARIA: This administrative OFPC policy defines, and in most cases restricts, the benefits, gifts, honoraria and other entertainment activities all UT-System staff may be exposed to and supplements any provisions of state law or UT System rule or policy that is less restrictive. The policy covers "Conflicts of Interest" not allowed and items typically allowed.

Architect or Engineer and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest and Outside Activities Policy available at <https://www.sfasu.edu/docs/hops/01-402.pdf> , University's Fraudulent Activities available at <https://www.sfasu.edu/docs/hops/01-403.pdf> , Institutional Conflict of Interest available at <https://www.sfasu.edu/docs/hops/01-404.pdf> and applicable state ethics laws and rules available at <https://www.ethics.state.tx.us>. Neither Architect or Engineer nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules.

- 1.23 CRIMINAL BACKGROUND CHECKS. Individual who is assigned to perform the Work under this Agreement will be an employee of Architect/Engineer or an employee of a permitted subcontractor engaged by Architect or Engineer. Architect or Engineer is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Architect or Engineer will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Work, and (2) have an appropriate criminal background screening performed on all such individuals within the last twelve (12) months. Architect or Engineer shall determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide such services. Architect or Engineer will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus including:

1. Drug distribution activity or felony drug possession
2. Sexual offenses
3. Crimes of violence involving physical injury to another person
4. Child abuses, molestation or other crimes involving child endangerment
5. Murder
6. Kidnapping
7. Theft or embezzlement
8. Any crime involving moral turpitude

Architect or Engineer will update the List each time there is a change in the individuals assigned to perform the Work.

Prior to commencing performance of the Work under this Agreement, Architect or Engineer will provide University a letter signed by an authorized representative certifying compliance with this Section. Architect or Engineer will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Work.

- 1.24 UNDOCUMENTED WORKERS: The *Immigration and Nationality Act* (8 *United States Code* 1324a) ("**Immigration Act**") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("**I-9 Form**") as the document to be used for employment eligibility verification (8 *Code of Federal Regulations* 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting

because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Project in violation of the Immigration Act, then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

- 1.25 **DISCLOSURE REQUIREMENTS:** As part of the contract execution process, and as required by House Bill 1295, the successful Proposer will be required to complete and submit Form 1295 “Certificate of Interested Parties” for certain types of contracts expected to exceed \$1 million over the potential life of the contract. The form can be downloaded at <https://www.ethics.state.tx.us/filinginfo/1295/>. The form requires disclosure of parties with controlling interest and/or any intermediaries acting on behalf of the Proposer.

“Controlling Interest” means

- 1) an ownership interest or participating interest in a Business Entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
- 2) membership on the board of directors or other governing body of a Business Entity of which the board or other governing body is composed of not more than 10 members; or
- 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a Business Entity that has more than four officers.

“Intermediary” means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the Business Entity who:

- 1) Receives compensation from the Business Entity for the person’s participation;
- 2) Communicates directly with the UT Institution on behalf of the Business Entity regarding the contract; and
- 3) Is not an employee of the Business Entity

- 1.26 **GROUP PURCHASE AUTHORITY:** Texas law authorizes institutions of higher education (defined by Section 61.003, *Education Code*) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Respondent under this RFQ.

SECTION 2 – EXECUTIVE SUMMARY

- 2.1 **HISTORICAL BACKGROUND:** Stephen F. Austin State University, the newest member of The University of Texas System, began a century ago as a teachers’ college in Texas’ oldest town, Nacogdoches. Today, it has grown into a regional institution comprising six colleges — business, education, fine arts, forestry and agriculture, liberal and applied arts, and sciences and mathematics. Accredited by the Southern Association of Colleges and Schools, SFA enrolls approximately 11,000 students while providing the academic breadth of a state university with the personalized attention of a private school. The main campus encompasses 421 acres that include 36 academic facilities, nine residence halls, and 68 acres of recreational trails that wind through its six gardens. The university offers more than 80 bachelor’s degrees, more than 40 master’s degrees and four doctoral degrees covering more than 120 areas of study. Learn more at sfasu.edu
- 2.2 **PROJECT DESCRIPTION, SCOPE:** The Athletics Feasibility Study is intended to support the “SFA Second Century Strategic Plan”. The plan should produce a detailed program, site analysis,

conceptual options, renderings, cost estimates, phasing, and narrative to advise future decisions concerning the athletic infrastructure of Stephen F. Austin State University.

Expected Athletics Feasibility Study Components:

1. Campus Athletic Vision for football stadium upgrades, new fieldhouse, on-campus baseball and softball stadiums, operations facility, tennis court relocation, and adjacent facilities/fields in the Master Plan.
2. Facilities, Fields, and Spaces:
 - i. Football Stadium:
 - a. Major capacity expansion is not desired. The target program should plan for approximately 10,000 permanent seats, an additional 4,000 premium/overflow seats, and new or expanded suites.
 - ii. New Fieldhouse:
 - a. Shall include at a minimum locker room, sports medicine, weight room, team meeting rooms, coach's offices, academic support, administration, nutrition, concessions/club, and press/operations.
 - iii. Baseball & Softball Stadiums:
 - a. Plan for a baseball stadium of approximately 2,500 seats and a softball stadium of approximately 1,500 seats.
 - iv. Baseball/Softball Operations Building:
 - a. Includes coach's offices, locker rooms, umpire room, concessions, indoor hitting/pitching, storage/maintenance space, and utility/custodial support space.
 - v. Tennis Courts:
 - a. Evaluate and propose suitable on-campus locations for tennis court relocation, including site fit and support infrastructure.
 - vi. Adjacent Facilities & Fields in Master Plan:
 - a. Planning for future athletic fields and facilities adjacent to those listed above (including but not limited to soccer, track, and indoor practice facility) shall be included.
3. Program:
 - i. A detailed program that includes space needs, adjacencies, and basic diagrams at a minimum for the facilities, fields, and spaces listed in section 2.2, 2 above.
4. Site Analysis:
 - i. Conduct a site analysis addressing utilities, constraints, circulation, and integration with the current Campus Master Plan for the facilities, fields, and spaces listed in section 2.2, 2 above.
5. Conceptual Options:
 - i. Floor plans, massing, adjacencies, exterior materials, and visual representations shall be included for the facilities, fields, and spaces listed in section 2.2, 2 above.
6. Renderings/Visuals:
 - i. Provide high-quality interior and exterior renderings suitable for stakeholder presentations, fundraising efforts, and recruiting materials. Branding concepts should be included for the facilities, fields, and spaces listed in section 2.2, 2 above.
7. Cost Estimates:
 - i. Prepare order-of-magnitude cost estimates for all facilities and infrastructure identified within this scope for the facilities, fields, and spaces listed in section 2.2, 2 above.
8. Phasing and Overall Schedule:
 - i. Develop a proposed design and construction phasing plan that minimizes disruption to athletic seasons and campus operations. Provide a preliminary overall schedule for

phasing, design, and construction for the facilities, fields, and spaces listed in section 2.2, 2 above.

9. Summary Narrative:

- i. Provide a comprehensive summary narrative consolidating the overall vision, program findings, site analysis, conceptual options, cost estimates, and recommended phasing. The narrative should articulate the design rationale, highlight major decision points, and serve as a clear communication tool for leadership, stakeholders, and potential donors.

10. Selected firm should analyze existing conditions and key influences such as, but not limited to:

- SFA Campus Master Plan Update 2026, <https://www.sfasu.edu/masterplan>
- SFA Second Century Strategic Plan 2026 - 2036, <https://www.sfasu.edu/strategicplan/>
- Intercollegiate Athletics Master Plan, Update 2026, <https://www.sfasu.edu/docs/masterplan/appendix-c.pdf>

2.3 PROJECT PLANNING SCHEDULE - Key project planning schedule milestone are:

Owner receives Request for Qualifications	Refer to Section 1.5.1
Owner announces Respondents qualified for further consideration	April 22, 2026
Owner interviews Respondents	May 12, 2026
Owner executes Agreement	June 9, 2026
Start of Feasibility Study	June 10, 2026
Owner Approves Feasibility Study	January 2027
Final Deliverable of Feasibility Study	February 2027

**Dates are tentative and subject to change*

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Qualifications to all questions in Section 3 formatted as directed in Section 4. Incomplete Qualifications will be considered non-responsive and subject to rejection.

3.1 CRITERIA ONE: (15%) RESPONDENT’S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (Maximum of two (2) printed pages per question)

- 3.1.1 Provide a statement of interest for the project including a narrative describing the Prime Firm’s and Project Team’s unique qualifications as they pertain to this project.
- 3.1.2 Provide a statement on the availability and commitment of the Prime Firm and its principal(s) and assigned professionals to undertake the project in accordance with the project planning schedule. If there is a change in proposed assigned professionals subsequent to firm’s response to this RFQ, firm must notify SFA.
- 3.1.3 Provide a brief history of the Prime Firm and each consultant proposed for the project including when the firms were established, type of ownership and office locations. If more than one office is listed, indicate the office that will manage this project. If the firm has changed name or ownership within the last three (3) years indicate the former name.
- 3.1.4 Provide a graphic representation of the project team, identifying the Prime Firm and each consultant proposed for this project.

- 3.1.5 Provide resumes of key personnel from the Prime firm and consultants who will be assigned to this Project. Resumes limited to two (2) pages per person.

3.2 CRITERIA TWO: (15%) PRIME FIRM'S ABILITY TO PROVIDE SERVICES

- 3.2.1 Provide the following information for the Prime Firm:

- Legal name of the company as registered with the Secretary State of Texas
- Address of the office that will be providing services
- Number of years in business
- Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc....)
- Firm size and number of professionals by skill group/discipline
- Annual revenue totals for the past ten (10) years
- Signed, completed US IRS form W-9

- 3.2.2 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

- 3.2.3 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Owner.

- 3.2.4 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

- 3.2.5 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.

- 3.2.6 Provide a claims history under professional malpractice insurance for the past five (5) years for the Prime Firm and any team members proposed to provide professional architectural or engineering services.

3.3 CRITERIA THREE: (25%) RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 3.3.1 List a maximum of five (5) projects for which you have provided services that are most related to this project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Duration of project
- Description of professional services Prime Firm provided for the project
- Relevance of the project
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Consultants

References (for each project listed above, identify the following):

- The Owner's name and representative who served as the day-to-day liaison during the design of the project, including telephone number

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ/P process.

3.4 CRITERIA FOUR: (15%) RESPONDENT'S PAST PERFORMANCE ON U.T. SYSTEM PROJECTS

- 3.4.1 Identify and describe the Prime Firm's past experience on U.T System institution projects within the last five (5) years. Projects may repeat with Section 3.4 above.

If the Prime Firm (or it's consultants) has not previously provided services for U.T. System institutions, then identify and describe the Prime Firm's past performance on projects for "major" institutions of higher education (or similar) within the last five (5) years.

In either case above, provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Description of professional services Prime Firm provided for the project
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Name of Project Architect (individual responsible for coordinating the project)
- Consultants

3.5 CRITERIA FIVE: (10%) RESPONDENT'S GENERAL UNDERSTANDING OF THE U.T. SYSTEM A/E AGREEMENT

- 3.5.1 Provide a detailed list (i.e., bulleted) of all Design Services and consultants you will provide to the Owner under Basic Services on this contract.
- 3.5.2 Provide a detailed list (i.e., bulleted) of all Services and consultants you will provide to the Owner as Additional Services for Design and Construction Services on this contract.
- 3.5.3 Provide a detailed list (i.e., bulleted) of all reimbursable services/expenses you will request from the Owner and on this project (including those outlined in Articles 5 and 14 of the Agreement).
- 3.5.4 In order to help facilitate and expedite execution of a Stephen F. Austin State University Agreement following selection of the "most" qualified candidate, please identify any terms of the Agreement may request to be revised or negotiated prior to signing the Agreement.

3.6 CRITERIA SIX: (20%) RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

- 3.6.1 Describe the Prime Firm's planning philosophy, planning methodology, and its process for integrating institutional standards into an Athletics Feasibility Study.
- 3.6.2 Describe your project team's demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.
- 3.6.3 Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner's project schedule. For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, provide examples of how these techniques were used.

3.7 CRITERIA SEVEN: EXECUTION OF OFFER

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

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

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

- 3.7.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
- 3.7.6.4 Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
- 3.7.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
- 3.7.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 3.7.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications.
- 3.7.8 (Not used)
- 3.7.9 By signature hereon, Respondent certifies as follows:
 - 3.7.9.1 "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
 - 3.7.9.2 "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
 - 3.7.9.3 "Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
- 3.7.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any University of Texas component, or Respondent has not been an employee of any University of Texas component within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.
- 3.7.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 *Texas Government Code*).

- 3.7.12 Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 3.7.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.7.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.
- 3.7.15 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 3.7.16 By signature hereon, Respondent certifies that the only members(s) of the Board of Regents of The University of Texas System, UT System Chancellor, any UT institution president nor any executive officer of the University of Texas System or it's component institutions that has a financial interest, directly or indirectly, in the transaction that is the subject of the contract is identified below. Attach additional pages as necessary.

3.7.17 Execution of Offer: RFQ No. Athletics Feasibility Study

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Respondent's Name: _____

Respondent's State of Texas Tax Account No: _____
(This 11-digit number is mandatory)

If a corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify by name, each person who owns at least 25% of the Respondent's business entity:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(Authorized Signature)

(Date)

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Qualifications shall be a **MAXIMUM OF FIFTY (50) PAGES** size 8-1/2" x 11", one-sided only. The cover, table of contents, divider sheets, HUB Subcontracting Plan (Section 1.13), Execution of Offer, and Standard Form 330 - Part II, do **not** count as pages.
- 4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.
- 4.1.5 The Owner will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.
- 4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.7 The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 4.1.8 Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 4.1.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

4.2 PAGE SIZE, DIVIDERS, AND TABS:

- 4.2.1 Qualifications shall be in electronic format of letter-size (8-1/2" x 11").
- 4.2.2 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet for ready reference.

4.3 TABLE OF CONTENTS:

4.3.1 Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications.

4.3.2 Respondent shall bookmark the Table of Contents in the PDF for easy navigation.

4.4 PAGINATION:

4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HUB Subcontracting Plan.

4.5 HUB SUBCONTRACTING PLAN SUBMITTAL:

4.5.1 Submit one (1) electronic copy of HUB Subcontracting Plan (attached) at the same time as Qualifications in a separate **file** apart from the submittal of qualifications.

SECTION 5 - ATTACHMENTS TO THE RFQ

5.1 Attachment 1: Draft Agreement Between Stephen F. Austin State University and Project Architect/Engineer

5.2 Attachment 2: Acknowledgement of Addenda, if any

5.3 Attachment 3: HUB Subcontracting Plan

5.4 Attachment 4: Campus Map Link

SECTION 5 – ATTACHMENTS TO RFQ

5.1 – ATTACHMENT 1

**DRAFT AGREEMENT BETWEEN STEPHEN F. AUSTIN STATE
UNIVERSITY AND PROJECT ARCHITECT/ENGINEER**

AGREEMENT BETWEEN
THE BOARD OF REGENTS, UNIVERSITY OF TEXAS SYSTEM and
PROJECT ARCHITECT for
A PROJECT OF LIMITED SIZE OR SCOPE

This Agreement is made as of _____, 20____ (the “Effective Date”), by and between:

The Owner: The Board of Regents of The University of Texas System
 c/o

and

The Architect:

for

The Project:

The Owner and the Architect agree as follows:

ARTICLE 1
ARCHITECT’S SERVICES

Architect agrees to perform the services specifically described in Exhibit 1 and all other professional services reasonably inferable from Exhibit 1 and necessary for complete performance of Architect’s obligations under this Agreement (collectively, “Architect’s Services”). To the extent of any conflict between the terms in Exhibit 1 and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 2
ARCHITECT’S RESPONSIBILITIES

Project Architect agrees and acknowledges that Owner is entering into this Agreement in reliance on Project Architect’s represented professional abilities with respect to performing Project Architect’s services, duties, and obligations under this Agreement. Project Architect shall perform its Services (i) with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect in accordance with the usual and customary professional standards of care, skill and diligence consistent with good architectural practices for architectural firms in Texas that provide professional design services for projects that are similar in size, scope, and budget to the Project, and (iii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to the Project Architect that will limit or prevent performance by Project Architect of its services. Project Architect hereby agrees to correct, at its own cost, any of its Services, and the services of its consultants, that do not meet the standard of care.

Architect shall at all times provide sufficient personnel to accomplish Architect's Services in a timely manner. Architect shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Architect's obligations under this Agreement.

Architect agrees to perform Architect's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

Architect's Services shall be reasonably accurate and free from material errors or omissions. Architect shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Architect without any additional cost or expense to Owner.

Architect shall designate a representative primarily responsible for Architect's Services under this Agreement. The designated representative shall act on behalf of Architect with respect to all phases of Architect's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

The Project Architect shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, with a minimum limit of \$500,000 each claim and \$500,000 aggregate. The fees for such insurance will be at the expense of the Project Architect. Project Architect shall deliver a Certificate of Insurance indicating the expiration date, and existence, of the Project Architect's professional liability insurance before commencement or continuation of performance of the services under this Agreement.

ARTICLE 3 THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Architect with a full description of the requirements of the Project.

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Architect and as reasonably necessary for the completion of Architect's Services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required.

The Owner will review the Architect's drawings, specifications and other documents of service produced by Architect's in the performance of its obligations under this Agreement (collectively the "Design Documents") as required. Owner will notify Architect of any design fault or defect in Architect's Services or Design Documents of which Owner becomes aware.

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Architect's Services.

The Owner designates _____ as its representative authorized to act in the Owner's behalf with respect to the Project.

ARTICLE 4
OWNERSHIP AND USE OF DOCUMENTS

The Design Documents prepared by Architect as instruments of service are and shall remain the property of the Architect whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner's use and occupancy of the Project. In addition, Owner shall have an irrevocable, paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Architect.

ARTICLE 5
DISPUTE RESOLUTION

5.1 To the extent that it is applicable, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by the Project Architect to resolve any claim for breach of contract made by Project Architect that is not resolved in the ordinary course of business between Project Architect and Owner.

5.1.1 Alternative Dispute Resolution Process. Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov't Code, Chapter 2260.

5.1.2 Nothing herein shall hinder, prevent, or be construed as a waiver of Owner's right to seek redress on any disputed matter in a court of competent jurisdiction.

5.1.3 In any litigation between the Owner and the Project Architect arising from this Agreement or this Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless which one is deemed the prevailing party.

5.1.4 Nothing herein shall waive or be construed as a waiver of the State's sovereign immunity.

5.1.5 Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Project Architect, in whole or in part. Owner and Project Architect agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

5.1.6 In accordance with Chapter 2260, the Owner designates _____ as its representative for the purpose of reviewing Architect's claim(s) and negotiating with Architect in an effort to resolve such claim(s).

ARTICLE 6
PROJECT TERMINATION OR SUSPENSION

Termination for Cause: This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall

automatically convert to a termination for convenience and Project Architects recovery for termination shall be strictly limited to the compensation allowable under a termination for convenience.

Termination for Convenience: This agreement may be terminated for convenience by the Owner in whole or in part, upon at least ten (10) days written notice to the Architect.

Compensation: In the event of termination not the fault of the Architect, the Architect shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Architect delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Architect prior to termination.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Architect and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

Assignment. This Agreement is a personal service contract for the services of Architect, and Architect's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Applicable Law. This Agreement shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law.

Waiver. A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

Independent Contractor. Architect recognizes that Architect is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide Architect or its employees with any benefits normally associated with employee status. Architect will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.

Family Code Child Support Certification. Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax*

Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor 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.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Architect in the performance of services for Owner, which is not generally known to the public, shall be confidential and Architect shall not disclose any such confidential information, unless required by law. Architect shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at <https://www.sfasu.edu/docs/hops/01-402.pdf>, University's Fraudulent Activities available at <https://www.sfasu.edu/docs/hops/01-403.pdf>, Institutional Conflict of Interest available at <https://www.sfasu.edu/docs/hops/01-404.pdf> and applicable state ethics laws and rules available at <https://www.ethics.state.tx.us>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

179 D Benefit Allocation. Owner may decide to seek the allocation of certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended, (the "Code") through this Agreement with Project Architect.

If the Owner and the Internal Revenue Service (IRS) determine that the Project Architect is eligible to receive the 179D deduction allocation as a "Designer" for the purposes of Section 179D of the Code or that Project Architect could otherwise profit financially from the monetization of the benefit (separately and collectively, the "Rebate"), Project Architect hereby agrees to allocate to the Owner a portion of the Rebate in an amount to be determined and contracted for on mutually agreeable terms when the value of the Rebate becomes ascertainable, net of associated costs realized by the Owner and Project Architect. At its sole discretion, the Owner shall determine whether to receive its portion of the Rebate in cash, discounted Project Architect fees or both.

Owner reserves the right to retain a third-party consultant (the "Consultant") to manage and administer the process of obtaining and monetizing the Rebate derived from the Project(s).

Project Architect agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such Rebates derived from the Project(s) on behalf of the Owner. Certification of eligibility and negotiation of the Rebates should be facilitated by the Owner's 179D Consultant.

Disclosure of Interested Parties. By signature hereon, Project Architect certifies that, if the value of this agreement exceeds \$1 Million, it has complied with Section 2252.908 of the Texas Government

Code and Part 1 Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Project Architect.

Notices. All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Facsimile notices are deemed effective on the first business day following the date the facsimile notice is received. Notices shall be sent to the following addresses:

To Owner:

Fax No.

With Copy to:

Fax No.

To Architect:

Fax No.

The parties may designate alternative persons or addresses for receipt of notices by written notice.

Contractor Certification regarding Boycotting Israel. To the extent required by Chapter 2271, *Texas Government Code*, Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Contractor Certification regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Contractor Verification Regarding Discrimination Against Firearm Entities or Trade Associations. Pursuant to Chapter 2274, *Texas Government Code* (enacted by SB 19, 87th Texas Legislature, Regular Session (2021)), Contractor verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

Certification Required by Texas Governor Executive Order GA-48. Pursuant to [Executive Order GA-48 of the Governor of Texas effective November 19, 2024](#), Contractor certifies that it and, if applicable, any of its holding companies or subsidiaries, is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- b. Listed in Section 1260H of the 2021 NDAA; or
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

[NOTE: Executive Order GA 48 states that a public institution of higher education cannot enter into a new contract, contract extension, or contract renewal for a good or service with any company that meets any of the above-listed criteria. However, if the public institution of higher education can sufficiently demonstrate that (a) the good or service is necessary for the institution of higher education to fulfill a core function that directly benefits Texans and (b) the good or service can only be provided by an entity that meets one of the above-listed criteria, then the public institution of higher education may enter into a new contract, contract renewal, or contract extension with such an entity for no more than one year from November 19, 2024, and never thereafter.]

ARTICLE 8 DIRECT SALARY EXPENSE

Direct Salary Expense ("DSE") is defined as the actual salaries of the Architect's personnel directly engaged on the Project, expressed on an hourly wage basis prior to deductions for employment taxes and employee-paid benefits. DSE shall not include the costs of mandatory and customary employer provided contributions and employee benefits, overhead expenses or profit relating to the Project. Any multiplier applied to the DSE shall be for the purpose of covering all employer provided contributions and employee benefits, overhead expenses, and profits.

Prior to commencing Architect's Services, Architect shall identify all personnel who will be assigned to the Project along with their titles and DSE hourly wage.

ARTICLE 9 REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to Compensation for Architect's Services and include actual and reasonable expenses incurred by the Architect, its employees and its Architects solely and directly in connection with the performance of Architect's Services for the following:

Expense of transportation (including coach class air travel) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Architect and its Architects.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Architect and the Architect's Architects.

ARTICLE 10 ADDITIONAL SERVICES

Additional Services are services not included in the Architect's Services and not reasonably inferable from Architect's Services. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. Prior to commencing any Additional Service, Architect shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Architect shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Upon acceptance by Owner, each Additional Services Proposal and the services performed by Architect pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 11
PAYMENTS TO ARCHITECT

Architect shall present monthly Applications for Payment to the Owner detailing the Architect's Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Architect shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify Architect whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Architect for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due Architect such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Architect or failure of Architect to perform its obligations under this Agreement.

ARTICLE 12
ARCHITECTS ACCOUNTING RECORDS

Records of Architect costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final Payment or abandonment of the Project, unless Owner otherwise instructs Architect in writing. Architect's records shall be kept on the basis of generally accepted accounting principles.

ARTICLE 13
INSURANCE

13.01 Insurance Coverage. Architect, consistent with its status as an independent contractor, will carry and will cause its consultants to also carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of A-:VII or better, and in amounts not less than the minimum limits of coverage described below. The costs of such insurance will be at the expense of the Architect.

- a) Professional Liability Insurance (errors and omissions), acceptable to and approved by the Owner, with a limit of no less than:
 - \$1,000,000 each claim/\$2,000,000 aggregate for projects with total project cost less than \$50,000,000;
 - \$2,000,000 each claim/\$2,000,000 aggregate for projects with total project costs between \$50,000,000 and \$100,000,000;
 - \$5,000,000 each claim/\$5,000,000 aggregate for projects with total project cost greater than \$100,000,000.For consultants, Professional Liability Insurance (errors and omissions) limits shall be not less than \$1,000,000 each claim/\$2,000,000 aggregate.

Such insurance shall provide coverage for claims arising out of an error, omission or negligent act in the performance of professional services by or on behalf of Architect.

Coverage shall not be limited to bodily injury and property damage, but shall also include economic loss. Policy shall not include pollution, mold or asbestos exclusions. Claims-made coverage is acceptable, as long as the retroactive date on the policy predates the date that professional services are first performed under this contract. The policy must provide for the reporting of circumstances that may give rise to a claim. The policy must be continuously renewed for at least five (5) years following project completion. If coverage is allowed to lapse or the retroactive date on the policy is advanced, then Architect or consultant shall purchase an extended reporting period of five (5) years, or the longest extended reporting period commercially available and any physical property damage, including the loss of use thereof, bodily injury or death resulting there from.

b)	<u>Commercial General Liability</u>	<u>\$1,000,000 each occurrence</u>
		<u>\$2,000,000 aggregate</u>

The required Commercial General Liability policy will be issued on a form that insures liability for bodily injury (including death), property damage, and personal and advertising injury assumed under the terms of this Agreement.

c) On Site Insurance: If any services are performed on Owner's premises, Architect will carry and will cause its consultants also to carry the following additional insurance. The Architect shall furnish to Owner Certificates of Insurance as set forth below prior to the performance of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit
Business Auto Liability	
Single Limit	\$1,000,000 each occurrence
* If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.	

13.01.01 Evidence of all required insurance shall be provided on a Texas Department of Insurance approved certificate form (Acord Form is a Texas Department of Insurance pre-approved form) verifying the existence of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Architect under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance

policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents of The University of Texas System, The University of Texas System and University as Additional Insured for activities arising out of this contract on an ISO (CG 20 10 0704) or equivalent form. Workers compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The University of Texas System, The University of Texas System and University. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

13.01.02 Notice of Cancellation: Required insurance shall not be cancelable without thirty (30) days' prior written notice to Owner.

13.01.03 Architect is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

13.01.04 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed, faxed, or emailed to the following University contact.

University Procurement Contact: (Project Manager and Contract Specialist)

Address:

Email Address:

Architect is responsible for obtaining and maintaining evidence of all required insurance from consultants and will provide copies to university upon request.

13.01.05 The insurance policies required in this Agreement will be kept in force for the periods specified below:

Required coverages will be kept in force until receipt of Final Payment to Architect by University;

Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted by university in writing.

Professional Liability insurance shall be maintained in accordance with Section 13.01 a).

13.01.06 If Owner is damaged by failure of Architect (or consultant) to maintain insurance as required herein, then Architect shall bear all reasonable costs properly attributable to that failure.

ARTICLE 14 INDEMNITY

The Architect shall hold Owner, The University of Texas System, and the Regents, officers, agents and employees of both institutions harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify Owner and The University of

Texas System, their Regents, officers, employees, customers, agents, successors and assigns against any damage or claim of any type arising from the negligent or intentional acts or omission of the Architect, its employees, agents and/or assigns.

ARTICLE 15
ARCHITECT'S COMPENSATION

The Architect's Compensation for Architect's Services shall be as described in Exhibit 1. The maximum fee for Architect's Services shall not exceed _____ Dollars (\$ _____).

The Architect's Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

For Reimbursable Expenses approved by the Owner, a multiple of one and one-tenth (1.10) times the actual expense incurred by Architect, its employees or its Architects.

The Owner and Architect have entered into this Agreement as of the Effective Date.

OWNER:

ARCHITECT:

By: _____
Name:
Title:

By: _____
Name:
Title:

CONTENT APPROVED:

EXHIBITS

REVISIONS

DATE	REVISED	INITIALS
6-19-13	Revised Insurance Requirements Sections 1.1.27-1.1.31	ems
8-20-13	Eligibility Certification Deleted; Art. 5 (Dispute Resolution) revised	ems
11/05/15	179 D Allocation terms added to Miscellaneous section	ems
01/28/16	Disclosure of Interested Parties added to Miscellaneous section	ems
08/29/17	Art. 2 (Architect's Responsibilities) revised (added new 1 st paragraph); Art. 7 (Miscellaneous Provisions) added <u>Contractor Certification regarding Boycotting Israel.</u> and added <u>Contractor Certification regarding Business with Certain Countries and Organizations.</u>	ems
5/16/19	Art. 7 (Miscellaneous Provisions) <u>Contractor Certification regarding Boycotting Israel.</u> opening phrase edited	ems
4/5/2021	<u>Revised Insurance Requirements</u>	ems
9/15/2021	<u>Art. 9 (Miscellaneous Provisions) added Contractor Verification Regarding Discrimination Against Firearm Entities or Trade Associations</u>	ems
12/16/2024	<u>Added to end of Article 7 Miscellaneous Provisions: Certification Required by Texas Governor Executive Order GA-48 effective November 19, 2024</u>	ems

**SECTION 5 – ATTACHMENTS TO RFQ
5.2 – ATTACHMENT 2
ACKNOWLEDGEMENT OF ADDENDA**

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

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Addenda No. _____ Dated _____

Respondent/Company: _____

**Refer to the SFA Procurement and Business Services Department website to
confirm all addenda issued: [https://www.sfasu.edu/procurement-business-
services/do-business/bids-rfps](https://www.sfasu.edu/procurement-business-services/do-business/bids-rfps)**

SECTION 5 – ATTACHMENTS TO RFQ
5.3 – ATTACHMENT 3
HUB SUBCONTRACTING PLAN



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 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 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



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: When a state agency requires a subcontracting plan, a bid, proposal, offer, or other applicable expression of interest for the contract must contain a plan to be considered responsive.

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas.

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.285(d), 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 shall qualify for meeting the HUB goal.

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.

Item #	Subcontracting Opportunity Description	HUBs Percentage of the contract expected to be subcontracted to HUBs.	Non-HUBs 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:		%	%

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 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.)

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	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:		%	%

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 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://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 and 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**" to **SECTION 2, Item c** and "Yes" to **Item 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 complete³ an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

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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://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.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://comptroller.texas.gov/purchasing/docs/hub-forms/hsp-allfms.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B 2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

Company Name	Texas VID (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 Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	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 disabled veterans.

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 disabled veterans.

(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

SECTION 5 – ATTACHMENTS TO RFQ
5.4 – ATTACHMENT 4
CAMPUS MAP LINK

<https://www.sfasu.edu/map>