



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR QUALIFICATIONS

RFQ NUMBER

MEDICAL SUPERVISION SVCS-2021

RESPONSES MUST BE RECEIVED BEFORE:

5:00PM, MONDAY, JULY 12, 2021

Each Respondent should submit response electronically in pdf format to bids@sfasu.edu and enter the phrase **RESPONSE – MEDICAL SUPERVISION SVCS-2021** in the subject line of the email message.

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

REFER INQUIRIES TO:

Kim Jones
Stephen F. Austin State University
Procurement and Property Services
936.468.6551
email: joneskk2@sfasu.edu

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Qualifications #MEDICAL SUPERVISION SVCS-2021**

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SECTION 1 INTRODUCTION

1.1 SCOPE OF REQUEST

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking responses from qualified and experienced medical practitioners to provide medical supervision of the mid-level provider in the Student Health Clinic located on the University campus. The Scope of Work is more specifically described in Section 2 (“Scope of Work”) of this Request for Qualifications.

1.2 CONTRACT TERM

This contract will begin after award as mutually agreed and upon executed agreement. The planned contract term start date is September 1, 2021 for a period of one (1) year ending August 31, 2022 with the option to renew for additional periods as mutually agreed.

1.3 SFA INFORMATION

Stephen F. Austin State University is a comprehensive, regional institution located in Nacogdoches, Texas. The University enrolls approximately 12,000 students, offering approximately 80 undergraduate majors and more than 120 areas of study within six academic colleges – business, education, fine arts, forestry and agriculture, liberal and applied arts, and sciences and mathematics. Accredited by the Southern Association of Colleges and Schools, SFA provides the academic breadth of a state university with the personalized attention of a private school.

SFA is an institution of higher education as an agency of the State of Texas. SFA employs approximately 1,600 full and part-time faculty and staff members.

1.4 SCHEDULE OF EVENTS*

*DATE	EVENT
June 17, 2021	Issuance of Request for Qualifications
June 24, 2021 at 5:00 pm	Deadline for questions
June 28, 2021 at 5:00 pm	Question and Answer Addenda Document Posted, if any
July 12, 2021 at 5:00 pm	Requests for Qualifications Due
No later than July 23, 2021	Evaluation of Qualifications and Selection of Finalist(s) and/or Negotiations
July 30, 2021	Notification of Award
August 2021	Negotiation of contract
September 2021	Scope of work begins

*Dates are tentative and subject to change.

1.5 PARKING ON CAMPUS

All vehicles parked on the University campus must properly display a valid parking permit and comply with all University parking rules. The Parking Services Office supervises and coordinates all parking transportation and traffic related functions on the campus. Permits expire each August 31.

Contractor shall be responsible for obtaining parking permits from the Parking Services Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Traffic Office telephone number is 936-468.7275.

1.6 OPEN RECORDS

Respondents acknowledge that SFA is an agency of the State of Texas and is therefore required to comply with the Texas Public Information Act, Texas Government Code Chapter 552. If a Qualification includes proprietary data, trade secrets, or information the Respondent wishes to except from public disclosure, then the Respondent must specifically label such data, secrets, or other information as follows: "PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION." To the extent permitted by law, information labeled by the Respondent as proprietary will be used by SFA only for purposes related to or arising out of the (a) evaluation of Qualifications, (b) selection of a Respondent or Respondents pursuant to the RFQ process, and (c) Negotiation and execution of a contract, if any, with the Respondent(s) selected. If the Respondent marks the entire Qualification or substantive portions of the Qualification as confidential, SFA in its sole discretion may declare the Qualification non-responsive and reject it.

By submitting a Qualification, the Respondent hereby grants a limited license to reproduce the Qualification in order to conduct an evaluation and to comply with any legal requirement including but not limited to the Texas Public Information Act and Texas Legislative Budget Board requirements.

Additionally, state law requires each contract for the purchase of goods or services to be posted on the University's website. By entering into a contract with the university, the firm acknowledges and accepts the university will comply with all applicable laws regarding the public posting of contracts.

1.7 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

In accordance with Gov't Code 2161.252, Stephen F. Austin State University has determined that subcontracting opportunities are not probable under this contract. Stephen F. Austin State University is an equal opportunity employer and all Historically Underutilized Businesses (HUBs) are encouraged to participate. In addition, SFA actively promotes a Historically Underutilized Business program in compliance with the State of Texas. Respondents are encouraged to actively seek to subcontract or partner with HUBs in an effort to create an environment that supports, where possible, the HUB program and actively acknowledges and values diversity. More information about HUBs or the University's HUB program can be found at <http://www.sfasu.edu/purchasing/703.asp>.

1.8 TITLE IX

Stephen F. Austin State University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures ("Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on Stephen F. Austin State University-controlled property, including institutions and entities with whom Stephen F. Austin State University places its students. Further, such Regulations prohibit unequal treatment on the basis of sex as well as sexual harassment and sexual misconduct. As a condition of employment, enrollment, doing business, or being permitted on the campus, the above-mentioned individuals, organizations, and entities must agree to: 1) Report immediately to the Title IX coordinator any and all claims of sex discrimination or sexual misconduct; 2) Cooperate with Stephen F. Austin State University's Title IX investigation; and, 3)

Cooperate fully with all sanctions that Stephen F. Austin State University may impose against such individual, organization, or entity, who is found to have violated the regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, Stephen F. Austin State University reserves the right to take appropriate action, including but not necessarily limited to, immediate removal from campus; discipline of employees and students (including termination of employment and/or expulsion from school); and termination of business or contractual relationships.

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

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

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

The Contractor shall provide, upon request of SFA, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of SFA and at no fault to SFA, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that SFA must undertake to replace the terminated Contract.

1.10 ISRAEL NON-BOYCOTT VERIFICATION

If the Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of University, and if Contracting Party is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code Chapter 2271, Contracting Party affirmatively states that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001 (1), Texas Government Code.

1.11 CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

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

1.12 CONFIDENTIALITY

Pursuant to the Gramm-Leach-Bliley Act (GLBA), every Service Provider (Contractor), defined as any person or entity that receives, maintains, processes or otherwise is permitted access to nonpublic personal information as defined in 16 C.F.R. § 313.3(n), whether in paper, electronic, or other form, about a university employee or student through its provision of services directly to the university is subject to the following requirements:

a. The Service Provider (Contractor) must ensure the security and confidentiality of nonpublic personal information as defined in 16 C.F.R. § 313.3(n), protect against any anticipated threats or hazards to the security and integrity of such information and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any university employee or student.

b. To the extent contractor is provided Stephen F. Austin State University employee or student information owned, possessed or used by Stephen F. Austin State University and that is

communicated to, learned, or otherwise acquired by Contractor in the performance of Contractor's duties and obligations under this Agreement, Contractor, its management, employees and agents agree to keep such information confidential, beginning on the date Contractor is first given access to said data and continuing through the term of this Agreement and any time thereafter. Contractor, its employees and agents shall not disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Contractor's, its management's, employees' or agents' own benefit or the benefit of another, any such confidential information, unless required by law. Contractor shall take appropriate safeguards to protect the data and limit access to such to only those representatives of Contractor that must have access for the purposes of this Agreement.

1.13 FERPA

To the extent applicable, Contracting Party agrees to hold student information, including any personally identifiable student information or education records as those terms are defined under federal law, ("Confidential Data") in strict confidence and warrants to University that it will use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Confidential Data from unauthorized use or disclosure in violation of the Federal Family Educational Rights and Privacy Act ("The Buckley Amendment or "FERPA"), 20 USC 1232 g and not to use or disclose Confidential Data except as permitted or required by this Contract, as required by law, or as otherwise authorized by University in writing. Contracting Party further agrees not to use Confidential Data for any purpose other than the purpose for which the disclosure to Contracting Party was made. Contracting Party shall continue to maintain the confidentiality and privacy of the Confidential Data retained in its system after cancellation, expiration or other conclusion of the Agreement. Upon termination, cancellation, expiration or other conclusion of this Contract, Contracting Party shall return all Confidential Data to University or, if return is not feasible, destroy any and all Confidential Data. If Contracting Party destroys the information, it shall provide University with a certificate confirming the date of destruction of the data. Contracting Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Contracting Party. Contracting Party shall, within one day of discovery, report to University any use or disclosure of confidential information not authorized by the Agreement or in writing by University. Following this report, Contracting Party will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the conclusion of this investigation, Contracting Party will furnish a confidential written report to University indicating the results of the investigation, what Contracting Party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Contracting Party has taken or shall take to prevent future similar unauthorized use or disclosure.

1.14 HIPAA

To the extent that this contract involves covered use of Protected Health Information, as defined under the Health Insurance Portability and Accountability Act (HIPAA), vendor agrees to fully comply with applicable privacy requirements under HIPAA.

1.15 RIGHT TO MODIFY

Stephen F. Austin State University reserves the rights to modify, revoke, or cancel this RFQ in whole or in part at any time prior to the date on which SFA executes a Contract with the selected Respondent(s).

1.16 ADDITIONAL TERMS AND CONDITIONS:

[http://www.sfasu.edu/purchasing/documents/PO_TandC_09-01-20\(1\).pdf](http://www.sfasu.edu/purchasing/documents/PO_TandC_09-01-20(1).pdf)

SECTION 2 SCOPE OF SERVICES

2.1 SCOPE OF SERVICES

- 2.1.1 SFA is seeking responses from qualified and experienced medical practitioners to provide medical supervision of the mid-level provider in the Student Health Clinic located on the University campus at 2106 Raguet Street, Nacogdoches, Texas. The clinic occupies approximately 11,200 square feet, built in 1978, and has had subsequent renovations. Medical Supervision will be required starting on or around September 1, 2021.

The provision of basic medical care to university students is of vital importance to their overall academic success.

SFA Student Health Clinic saw approximately 11,000 plus visits pre-covid in a calendar year with most of those visits being made up of common illnesses such as upper respiratory, gynecologic exams including testing for sexually transmitted diseases, physical exams, accidents/injury and some mental health matters.

- 2.1.2 Respondent shall be licensed and certified to practice medicine in the State of Texas.
- 2.1.3 Respondent shall have five (5) or more years' experience in a clinical setting.
- 2.1.4 Respondent shall have strong communication, interpersonal, and presentation skills.
- 2.1.5 Respondent shall provide medical supervision of the mid-level provider in the Student Health Clinic. Medical supervision **INCLUDES** chart reviews at the Student Health Clinic.
- 2.1.6 Respondent shall maintain professional liability/medical malpractice insurance.
- 2.1.7 Respondent shall be accessible to mid-level provider by text or phone call as needed.
- 2.1.8 Respondent shall perform a certain percentage of chart reviews as mutually agreed upon for any mid-level provider being supervised. The reviews will be conducted on a schedule as mutually agreed upon by both parties.
- 2.1.9 Respondent shall submit a monthly invoice/time record indicating services were performed related to the mid-level provider chart reviews prior to processing payment for a monthly supervision fee.
- 2.1.10 Respondent shall make suggestions to mid-level for changes recommended related to CPT codes utilized for services performed.

2.2. UNIVERSITY REQUIREMENTS

- 2.2.1 University shall provide a designated office space for respondent in the Student Health Clinic.
- 2.2.2 University will hold charts for review by respondent in location as mutually agreed upon on the premises of the Student Health Clinic.

SECTION 3 INSTRUCTIONS TO RESPONDENTS

3.1 CONTACT INFORMATION

3.1.1 All questions regarding the RFQ or response must be forwarded to Contracting Specialist:

Kim Jones
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962
Phone: 936.468.6551
Fax: 936.468.4282
Email: joneskk2@sfasu.edu

3.1.2 Communication or contact with SFA Board of Regents members or University officials regarding this RFQ is expressly prohibited and will result in disqualification of your firm from consideration.

3.2 SUBMITTAL DEADLINE AND LOCATION

3.2.1 All responses must be received by SFA no later than **5:00pm, Monday, July 12, 2021**.

3.2.2 Responses must be in the office of the Procurement and Property Services Department by the time set for RFQ closing in order to be considered, and receipt by SFA. The university shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the respondent.

3.2.3 Electronically mailed responses are required.

- a. Responses submitted electronically should be emailed to bids@sfasu.edu. Enter the phrase **RESPONSE – MEDICAL SUPERVISION SVCS-2021** in the subject line of the email message. The University shall not be responsible for or accept electronically submitted bids that are delivered to the any email other than those shown above, whether the error was the fault of the sender or either party's mail server.

3.2.4 Responses will be publicly opened **Tuesday, July 13, 2021 at 8:30 am** in the conference room located within the Purchasing Department, 2124 Wilson Drive. Only the names of the Respondents will be read aloud.

3.2.5 Responses received after the time for closing will be returned to Respondent regardless of the circumstance. It is the responsibility of the Respondent to get the response delivered in a timely manner, regardless of delivery method or circumstances.

3.2.6 Responses may be withdrawn at any time prior to the time and date set for RFQ closing.

3.2.7 Stephen F. Austin State University reserves the right to accept or reject any or all responses and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.

3.3 SUBMITTAL INSTRUCTIONS

3.3.1 All responses must be submitted in the format prescribed in Section 3.5.

3.3.2 Each Respondent should submit response electronically in pdf format to bids@sfasu.edu and enter the phrase **RESPONSE – MEDICAL SUPERVISION SVCS-2021** in the subject line of the email message.

- 3.3.3 All responses must be complete and convey all of the information requested to be considered responsive. If the response fails to conform to the essential requirements of the RFQ, SFA alone will determine whether the variance is significant enough to consider the response susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.
- 3.3.4 Each respondent, by submitting a response, represents that the respondent has read and completely understands the request for qualifications documents and agrees to abide by the terms of this RFQ and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for qualifications shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.
- 3.3.5 Responses shall be signed by a legally authorized representative of the Respondent. Unsigned responses (**Exhibit A**) will be rejected as a material failure.

3.4 EVALUATION CRITERIA

- 3.4.1 All responses will be reviewed and recommendation made in accordance with Title 10, Subtitle F, Chapter 2254 of the Texas Government Code on the basis of demonstrated competence and qualifications to perform the services. Evaluation of the qualifications will be performed by an evaluation committee representing Stephen F. Austin State University. Qualifications will be evaluated using the following criteria, which are listed below in **Section 3.4.2**. Stephen F. Austin State University reserves the right to award on the criteria that best meets the university's requirements and goals. The university shall be the sole judge of determining which qualification represents the best value to the university.
- 3.4.2 Evaluation Criteria
- a. 50% - Past relevant experience
Description of previous work similar to the request (within last 3-5 years)
 - b. 40% - Respondent's qualifications
Certifications, licenses, etc.
 - c. 10% - Professional references
Relevant and recent, minimum of three (3)

3.5 RESPONSE FORMAT

- 3.5.1 Responses shall be prepared in a straightforward and concise manner, identifying clearly and concisely any deviations, enhancements and other differences that exist between the RFQ and the respondent's proposed services. Emphasis should be placed on responsiveness to the RFQ requirements, completeness and clarity of content and conformance to the RFQ instructions. **Respondents shall organize their response in a point-by-point format according to Section 3.5.2.** Failure to follow point-by-point presentation could be grounds for disqualification.
- 3.5.2 Response shall include the following information and be submitted in the following order:
- a. Required Submittal – **failure to provide any of the following documents will result in disqualification of the response from further consideration**
 - i. Exhibit A – Signed Execution Of Offer
 - ii. Exhibit B – Acknowledgement of Addenda, if any
 - iii. Exhibit C – Form of Response
 - iv. Exhibit D – Non-Collusion Affidavit

3.6 ACCEPTANCE AND FORMATION OF AGREEMENT

No recommendation for award will be made until Stephen F. Austin State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified service.

By submitting a response, the Respondent agrees to accept an agreement including the scope of work and specifications herein and attached to this Request For Qualifications.

EXHIBIT A EXECUTION OF OFFER

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

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

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

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

Certifications:

Representations and Warranties by Respondent

If Respondent is a corporation, limited liability company, or any other entity organized and existing under state law, Respondent warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual signing the Agreement on behalf of the Respondent has been duly authorized to act for and bind Respondent.

Tax Certification

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

Eligibility to Receive Payment

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

Payment of Debt or Delinquency to the State

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

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

Federal Employer's Identification Number: _____

Sole Owner should also enter Social Security No.: _____

Respondent/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No/Fax No: _____

Email: _____

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

**EXHIBIT B
ACKNOWLEDGEMENT OF ADDENDA**

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

Addenda No. _____ Dated _____

Respondent/Company: _____

**Refer to the SFA Procurement and Property Services Department website to
confirm all addenda issued: <http://www.sfasu.edu/purchasing/122.asp>**

EXHIBIT C FORM OF RESPONSE

Having carefully reviewed the specifications and related documents affecting the response to provide medical supervision of the mid-level provider in Stephen F. Austin State University's Student Health Clinic, the following information is provided in accordance with the Request for Qualifications documents:

1. Overview of Work Experience/Profile

- 1.1 Provide a brief narrative of respondent's past relevant work experience and demonstrated expertise similar to the requested services that falls within the last three to five (3-5) years.
- 1.2 Provide a statement on the availability and commitment to provide requested services.
- 1.3 Provide a profile of your current medical practice and years of operation.
- 1.4 Provide any details of past or pending litigation or claims filed against respondent that would affect your performance under a contract for requested services.

2. Qualifications

- 2.1 Provide a brief narrative of respondent qualifications including any licenses and/or certifications held.
- 2.2 Provide a resume including credentials for assigned professional that will be providing requested services.
- 2.3 Please detail your attributes that make you the ideal choice for SFA.

3. References

- 3.1 Provide references that include name, address, telephone number, email address and length of business relationship (minimum of three).

***Stephen F. Austin State University reserves the right to check references prior to award.
Any negative responses received may be grounds for disqualification of the response.***

4. Acknowledgement of scope of work

- 4.1 Provide an acknowledgement of section 2.1 scope of work.

**EXHIBIT D
NON-COLLUSION AFFIDAVIT**

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

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

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

CONFLICT OF INTEREST

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

Signature _____

Company name _____

Date _____