



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND BUSINESS SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFQ NUMBER

AE-FORESTRY AND AG BLDG PROJECT-2023

ADDENDUM NO. 2

Dated: 4/17/23

PROPOSAL MUST BE RECEIVED BEFORE:

5:00PM, THURSDAY, APRIL 20, 2023

MAIL PROPOSAL TO:

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

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
Procurement and Business Services
2102 Alumni Drive, Austin Bldg., Room 131
Nacogdoches, TX 75962

Show RFP Number, Due Date and Time on Return Envelope

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

REFER INQUIRIES TO:

Kay Johnson
Stephen F. Austin State University
Procurement Services
936-468-4037
email: johnsondk6@sfasu.edu

STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Qualifications #AE-FORESTRY AND AG BLDG PROJECT-2023

ADDENDUM NO. 2

THIS ADDENDUM DOES NOT HAVE TO BE ACKNOWLEDGED FOR THE RESPONSE TO RECEIVE CONSIDERATION.

PROPOSAL MUST BE RECEIVED BEFORE:

5:00PM, THURSDAY, APRIL 20, 2023

Please note revisions in red

1.3 PROJECT TIMETABLE

03/28/2023	Issue Request for Qualifications
04/04/2023	Questions due
04/06/2023	Written Responses to Questions Posted
04/20/2023	Request for Qualification Response Due
04/21-05/02/2023	Review responses
05/03/2023	Finalists selected and notified
05/10/2023	SFA Board of Regents Meeting, receive presentations and final selection
05/11 – 05/31/2023	A/E Contracting
06/01/2023	Estimated start for architectural programming
TBD	Estimated schematic design approval
TBD	CMR interim pricing
TBD	Estimated start for design development
TBD	Estimated start for development approval
TBD	Working drawings due
TBD	CMR GMP due
TBD	Estimated notice to proceed
TBD	Estimated substantial completion
mid-2027	Estimated Occupancy

*Dates are tentative and subject to change.

SECTION 2-PROJECT SCOPE

2.1.2 REFERENCE EXHIBIT E-DRAFT A-E AGREEMENT. Due to the planned transition for SFA to become a member of the University of Texas System, the terms of the draft agreement in Exhibit E may be substituted with the University of Texas System agreement form. This agreement form will be provided to awarded vendor.

4.5 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 specifications herein and attached to this Request For Qualifications.

The SFA Board of Regents will confer in an open and public meeting and make the award decision based upon its determination of the best value to the university after considering the evaluation team recommendation and oral presentations. The Board of Regents reserves the right to reject any or all responses or to make an award based on information from the presentations that may not have been considered in the original evaluation criteria. By submitting a response, respondent accepts that best value will be solely determined by the SFA Board of Regents, and the original evaluation criteria will be used for determining which companies will make presentations to the board.

4.6 PRESENTATIONS

This information is for presentations for informational purposes only. Finalists will receive specific instructions, including, but not limited to, the date, time, and location of presentations to be made.

- A. If requested, finalist presentations and interviews are planned to be made to the **Board of Regents**, Friday, May 10, 2023.
- B. Presentations should include the actual design professionals and team that will be assigned to the project.



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND BUSINESS SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFQ NUMBER

AE-FORESTRY AND AG BLDG PROJECT-2023

ADDENDUM NO. 1

Dated: 4/10/23

PROPOSAL MUST BE RECEIVED BEFORE:

5:00PM, THURSDAY, APRIL 20, 2023

MAIL PROPOSAL TO:

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

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email: johnsondk6@sfasu.edu

STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Qualifications #AE-FORESTRY AND AG BLDG PROJECT-2023

ADDENDUM NO. 1

THIS ADDENDUM DOES NOT HAVE TO BE ACKNOWLEDGED FOR THE RESPONSE TO RECEIVE CONSIDERATION.

PROPOSAL MUST BE RECEIVED BEFORE:

5:00PM, THURSDAY, APRIL 20, 2023

Please note the following responses to questions:

1. We understand that this project will be delivered as a Construction Manager at Risk (CMaR) project. Is there an anticipated phase the CMaR will be on boarded into the project?
Response:
The CMaR is anticipated to be onboarded immediately following approval of their proposed selection at the November Board of Regents meeting. this will likely coincide with late Schematic Design or early Design Development phase of design progress.
2. We understand the Total Project Value is \$80,000,000. Is there a total construction cost or total sf by type of use listed in 2.1 of the RFQ for the project?
Response:
The precise Total Project Value is \$79,922,833. SFA generally considers total construction costs to be 70% of this figure, or \$55,945,983.
3. The 2.1 Description of the Project is very helpful. Does SFA anticipate these projects to be designed and built all at once or has phasing of work been a consideration?
Response:
SFA anticipates these projects to be programmed concurrently, with subsequent design phases corresponding with the CMaR construction phasing plan.
4. 2.1.1 Scope of Professional Services lists an anticipated professional service for Conveying Systems Consulting Services. Can SFA please share the scope of work for this consultant's participation.
Response:
SFA anticipates specific consultant input will be necessary on elevator design based on uses identified during architectural programming. This input is required from the selected respondent's team.
5. Item 3.7.10 requests respondents to provide an analysis of the Owner's project planning schedule. Is there additional information other than the 1.3 Project Timeline available to evaluate? Any Project review milestones anticipated?
Response:
1.3 Project Timeline is the most complete information currently available. Respondent should expect several review milestones to be applied to the design process, including Board of Regent approvals at significant progress milestones (e.g.: design phase completion, GMP, etc.).



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND BUSINESS SERVICES
P. O. Box 13030
NACOGDOCHES, TX 75962

REQUEST FOR QUALIFICATIONS

RFQ NUMBER
AE-FORESTRY AND AG BLDG PROJECT-2023

RESPONSES MUST BE RECEIVED BEFORE:
5:00PM CST, THURSDAY, APRIL 20, 2023

MAIL RESPONSE TO:

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

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
Procurement and Business Services
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Procurement and Business Services before the hour and date specified.

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STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Qualifications #AE-FORESTRY AND AG BLDG PROJECT-2023
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SECTION 1-INTRODUCTION

1.1 GENERAL DESCRIPTION

Stephen F. Austin State University ("SFA") is soliciting statements of qualifications for selection of an Architect/Engineer firm for a new College of Forestry and Agriculture Building program ("Project"), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications ("RFQ").

1.2 SFA INFORMATION

SFA is an institution of higher education operated as an agency of the State of Texas. SFA employs approximately 1600 full and part-time faculty and staff members. SFA has an enrollment of approximately 11,000 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. A nine-member Board of Regents is appointed by the governor of Texas, with each regent serving staggered six-year terms.

1.3 PROJECT TIMETABLE

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TBD	Estimated notice to proceed
TBD	Estimated substantial completion
mid-2027	Estimated Occupancy

*Dates are tentative and subject to change.

1.4 OPEN RECORDS

SFA anticipates that the review of the responses will be completed in May, 2023. Due to the nature of the responses, the parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and agreements, after all negotiations are completed, may be subject to the Texas Open Records Act. Additionally, state law requires each contract for the purchase of goods or services to be posted on the University's website. By entering into a contract with the university, the firm acknowledges and accepts the university will comply with all applicable laws regarding the public posting of contracts.

1.5 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**SEE EXHIBIT C – HUB SUBCONTRACTING PLAN
READ CAREFULLY**

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

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

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

The university's HUB goal for this procurement is:
23.7% for professional services

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

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

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

1.6 TYPE OF CONTRACT

Any contract resulting from this solicitation will be in the form of the Owner's Standard Architect/Engineer Agreement. Reference Exhibit F. SFA anticipates. The University of Texas System Office of Capital Projects (OCP) will become the administrator of this Architect/Engineer Agreement at some stage along the agreement duration.

1.7 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 and Traffic 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 and Traffic Office and for resolving, should they arise, any parking regulation disputes and violations. The Parking and Traffic Office telephone number is 936-468-7275.

1.8 ADDITIONAL TERMS AND CONDITIONS

- 1.8.1 Purchase order General Terms and Conditions:
https://www.sfasu.edu/purchasing/images/PO_TandC_07-18-22.pdf

SECTION 2-PROJECT SCOPE

2.1 DESCRIPTION OF THE PROJECT

Stephen F. Austin State University (SFA) anticipates new prospects for growth within the two departments that comprise the Arthur Temple College of Forestry and Agriculture (ATCOFA). SFA has received 2021 Capital Construction Assistance Project (CCAP) funds issued by the state of Texas totaling \$44,922,833. These funds are designated for ATCOFA facilities expansion and renovation. These funds are currently available to be spent, and SFA proposes to immediately begin committing these funds as assigned.

SFA anticipates additional funding in the amount of \$35,000,000 in institutional funds toward this project bringing the approximate aggregate Total Project Value of this project to be \$80,000,000.

The program scope developed so far includes the following major components:

- ATCOFA – Include the following components to the updated ATCOFA campus:
 - New Forestry Building to replace the current ATCOFA building. This can include renovations to the current building. New spaces to include:
 - Forestry labs to replace the existing Forestry Lab Building.
 - Large assembly classroom(s).
 - Administrative office suite.
 - New building may be considered to feature mass timber construction.
 - New building is expected to fit within the current campus aesthetic and should include new exterior signage matching campus monuments.
- Space for Construction Management.
- Programming and Schematic Design of the current Agriculture Building for the intention of re-purposing the facility for the Military Science and Aviation programs. Construction Management could be included.
- New Ag Mechanics building to replace the existing Ag Mechanics building.
- New Environmental Science Lab(s).
- Replace the existing ATCOFA Greenhouse buildings with new Greenhouse buildings at a location to be determined.
- Environmental Education and Research Facilities at the Piney Woods Native Plant Center.
- Ag Research Farm to include the following components related to a new Covered Event Pavilion and Classroom/Lab addition:
 - Live Animal Lab.
 - Retail sales space/storefront.
 - Concession area.
 - Restrooms and support space.
- Covered Event Pavilion may be considered as a pre-engineered metal building.
- Ag Research Farm interconnecting campus roadway.
- Ag Research Farm campus parking area adjacent to Event Pavilion.
- Miscellaneous site work.

This proposed program currently contemplates a construction start in 1Q25. SFA will support the design and permitting phases of the program to be conducted within an

approach the AE team suggests best articulates a sound design philosophy, design methodology, and effective process for successful outcomes of each program component. Bidding and contracting will follow these same delivery criteria. The university may issue notices to proceed for each program component individually.

2.1.1 SCOPE OF PROFESSIONAL SERVICES

SFA anticipates Professional Services to be proposed and provided by the respondent AE team shall include the following disciplines:

Basic Services:

- Architectural Services, including:
 - Comprehensive Design Services from Programming through Construction Document Production
 - Building Envelope Consulting Services
 - Conveying Systems Consulting Services
 - Laboratory Design Consulting Services
 - Acoustical Design
- Landscape Architectural Services
- Civil Engineering Services including:
 - Texas Pollutant Discharge Elimination Systems
 - Traffic Control Planning
- Structural Engineering & Related Systems Services
- Mechanical Engineering Services, including:
 - Building Automation / Controls
- Electrical Engineering Services
- Plumbing Engineering Services
- Fire Safety Engineering Consulting Services including
 - Fire Alarm and Fire Protection Design Services
 - NFPA Compliance Review, Inspection and Testing
- Commissioning Coordination
- Budget Containment Support
- Construction Administration Services

Additional Services:

- Bidding & Permitting Support

2.1.2 REFERENCE EXHIBIT E-DRAFT A-E AGREEMENT

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 4.3.6 and 4.3.7. 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

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 particular 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.

3.1.3 Provide a brief history of the Prime Firm and each consultant proposed for the project.

3.1.4 Provide a graphic representation of the project team, identifying the Prime Firm and each consultant proposed for the project.

3.2 CRITERIA TWO: (5%) PRIME FIRM'S ABILITY TO PROVIDE SERVICES

3.2.1 Provide the following information for the Prime Firm:

- Legal name of the firm 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....)
- Number of Employees by skill group
- Annual revenue totals for the past five (5) years
- Total bonding capacity

3.2.2 Is your firm 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 firm that would affect your firm's performance under a Contract with the Owner.

3.2.4 Is your firm 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.

3.3 CRITERIA THREE: (20%) PROJECT TEAM'S ABILITY TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATIVE SERVICES

3.3.1 Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for each team member including consultants to be directly involved in the project. Indicate the estimated percent of their time these individuals will be involved in the project for design and construction. Affirm that the individuals identified will be committed for the entire duration of the project.

3.3.2 Provide resumes giving the experience and expertise of the professional members for each consultant that will be involved in the project, including their experience with similar projects, the number of years with the firm, and their city of residence.

3.3.3 Clearly identify the members of the proposed team who worked on the listed projects in Criteria 3.4 and 3.5, and describe their roles in those projects.

3.3.4 Describe the basis for the selection of the proposed sub-consultants included in the design team and the role each will play for this project.

3.3.5 Describe the Prime Firm's process in working with consultants and integrating them into the design process.

3.4 CRITERIA FOUR: (25%) RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

3.4.1 List a maximum of five (5) projects for which the Prime Firm has provided services that are most related to this project within the last ten (10) years. 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)
- Initial Construction Cost and Final Construction Cost, including Change Orders
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)
- Actual start and finish dates for design
- Actual Notice to Proceed and Substantial Completion dates for construction
- 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 day-to-day work)
- Name of Project Designer (individual responsible for design concepts)
- 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 and construction phases of the project, including email and telephone number
- Contractor's name and representative who served as the day-to-day liaison during the Preconstruction and/or construction phase of the project, including email and telephone number
- Length of business relationship with the Owner.

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.

3.4.2 Identify a maximum of three (3) completed projects, of any type, for which the Prime Firm received an award for design excellence from a recognized organization and provide descriptive information for each.

3.5 CRITERIA FIVE: (10%) RESPONDENT'S PAST PERFORMANCE ON STEPHEN F. AUSTIN STATE UNIVERSITY AND/OR OTHER INSTITUTIONS OF HIGHER EDUCATION PROJECTS

3.5.1 Identify and describe the Prime Firm's past experience on Stephen F. Austin State University projects and/or other institutions of higher education within the last five (5) years. Projects may repeat with Section 3.4 above.

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

- Project name, location, contract delivery method, and description
- Initial Construction Cost and Final Construction Cost, including Change Orders
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)

3.6 CRITERIA SIX: (10%) RESPONDENT'S DESCRIPTION OF SERVICES PROVIDED

3.6.1 Provide a detailed list (i.e., bulleted) of all Services and consultants you will provide to the Owner under Basic Services on this project including frequency and duration of site visits.

3.6.2 Provide a detailed list (i.e., bulleted) of all Services and consultants you will provide to the Owner as Additional Services for Design.

3.6.3 Provide a detailed list (i.e., bulleted) of all reimbursable services/expenses you will request from the Owner on this project.

3.7 CRITERIA SEVEN: (15%) RESPONDENT'S KNOWLEDGE OF CURRENT DESIGN AND CONSTRUCTION METHODOLOGIES, TECHNOLOGIES, AND BEST PRACTICES

3.7.1 Describe the Prime Firm's design philosophy, design methodology, and its process for integrating institutional standards into design.

3.7.2 Describe the Prime Firm's philosophy and methodology for ensuring new campus buildings are designed to fit within the overall campus aesthetic.

3.7.3 Describe the Prime Firm's quality assurance program explaining the method used and how the firm maintains quality control during Design and Construction phases of a project.

3.7.4 Describe your project team's demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.

3.7.5 Describe your cost estimating methods for the design phases. How do you develop cost estimates and how often are they updated? For any combination of three (3) projects listed in response to Criteria 2.4 and 2.5, provide examples of how these techniques were used and what degree of accuracy was achieved.

3.7.6 Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner's project schedule.

3.7.7 Describe the project team's approach to assuring timely completion of this project, including methods you will use for schedule recovery if necessary.

3.7.8 Describe how you track Owner input and review comments on your design document submittals to confirm that they have been addressed.

3.7.9 Describe your understanding of the administrative challenges and opportunities associated with providing Design and Construction Administrative services for Stephen F. Austin State University on this project.

3.7.10 Understanding schedule limitations, provide an analysis of the Owner's project planning schedule and describe how you plan to develop and communicate design, scope, and budget options to meet that schedule.

3.7.11 Describe your firm's experience working with the Construction Manager-at-Risk project delivery method. Discuss your method of working with the contractor as a team member to deliver a Guaranteed Maximum Price (GMP) and to maintain the GMP throughout the design and construction process.

SECTION 4- RESPONSE SUBMITTAL INFORMATION

4.1 CONTACT INFORMATION

- 4.1.1 All questions regarding the RFQ, or response must be forwarded to the Executive Director of Finance and Administrative Services:

Kay Johnson
P.O. Box 13030, SFA Station
Nacogdoches, TX 75962
Phone: 936.468.4037
Fax: 936.468.4282
Email: johnsondk6@sfasu.edu

3.1.2 Questions relating to the HUB Subcontracting Plan may be directed to the Procurement and Business Services office, Kay Johnson, 936-468-4037, johnsondk6@sfasu.edu.

4.2 SUBMITTAL DEADLINE AND LOCATION

- 4.2.1 All qualification responses must be received by SFA no later than 5:00pm, Thursday, April 20, 2023.

- 4.2.2 Responses are to be submitted to:

MAIL RESPONSES TO:

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

HAND DELIVER AND/OR EXPRESS MAIL TO:

Stephen F. Austin State University
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2102 Alumni Drive, Austin Bldg., Room 131
Nacogdoches, TX 75962

- 4.2.3 All U.S. Mail addressed to any component of SFA is delivered to a central mail room and redistributed by SFA personnel to the addressee's on-campus post office box. Consequently, there is a possibility of delay between receipt of mail at the central mail room and receipt in the Procurement and Business Services Department. Responses must be in the office of the Procurement and Business Services Department by the time set for RFQ closing in order to be considered, and receipt by SFA at the central mail room will not be deemed sufficient. The university shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the respondent unopened.
- 4.2.4 Responses will be publicly opened Friday, April 21, 2023 at 8:30am in the office of Procurement and Business Services, 2102 Alumni Drive, Austin Building, Room 131. Only the names of the Respondents will be read aloud.

- 4.2.5 Responses received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the responses delivered in a timely manner regardless of delivery method or circumstances.
- 4.2.6 Responses may be withdrawn at any time prior to the time and date set for RFQ closing.
- 4.2.7 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 response or provide an advantage to any Respondent in the judgment of Stephen F. Austin State University.

4.3 SUBMITTAL INSTRUCTIONS

- 4.3.1 All responses must be submitted in the format prescribed in Section 4.3.6 and 4.3.7.
- 4.3.2 **Respondent shall submit one (1) complete electronic copy of the Qualifications on electronic media** (e.g., USB Drive [SFA's preference], CD-ROM, or DVD-ROM) in a Microsoft Office (Word, Excel, Project and PowerPoint files) version 2003 or later format, or searchable Adobe .PDF files. . Respondents shall divide the electronic copy into **TWO (2)** separate electronic files, one of which shall contain Respondent's Qualifications and the other of which shall contain Exhibits A-D.
- 4.3.3 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.
- 4.3.4 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.
- 4.3.5 Responses shall be signed by a legally authorized representative of the Respondent. Unsigned responses (Exhibit A) will be rejected as a material failure.
- 4.3.6 **REQUIRED SUBMITTALS**
Failure to provide any of the following documents will result in disqualification of the response from further consideration
 - A. Exhibit A – Signed Execution of Offer
 - B. Exhibit B – Acknowledgement of Addenda, if any
 - C. Exhibit C – HUB Subcontracting Plan
 - D. Exhibit D – Non-Collusion Affidavit
 - E. Statement of Qualifications addressing all items in Section 3

4.3.7 STATEMENT OF QUALIFICATIONS (Section 3) Response Format

- A. 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.
- B. Qualifications shall be a MAXIMUM OF SIXTY-FIVE (65) PAGES. The cover, table of contents, divider sheets, HUB Subcontracting Plan and Execution of Offer do not count as printed pages.
- C. 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.
- D. 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.
- E. Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.
- F. Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.
- G. Number all pages of the qualifications submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HUB Subcontracting Plan.

4.4 EVALUATION AND RECOMMENDATION

- 4.4.1 All responses will be reviewed and recommendation made in accordance with Government Code Title 10, Chapter 2254. Initial review will be performed by an evaluation committee representing Stephen F. Austin State University.
- 4.4.2 Responses will be evaluated by the evaluation team using the criteria outlined in Section 3. Stephen F. Austin State University reserves the right to award an agreement based on the criteria that best meet the University's requirements and goals. The University shall be the sole judge of determining which response represents the best value to the University.

4.5 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 specifications herein and attached to this Request For Qualifications.

4.6 PRESENTATIONS

This information is for presentations for informational purposes only. Finalists will receive specific instructions, including, but not limited to, the date, time, and location of presentations to be made.

- A. If requested, finalist presentations and interviews are planned to be made to the committee, Friday, May 10, 2023.
- B. Presentations should include the actual design professionals and team that will be assigned to the project.

EXHIBITS

EXHIBIT A**EXECUTION OF OFFER
RFQ #AE-FORESTRY AND AG BLDG PROJECT-2023**

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 RFP.

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>

EXHIBIT C HUB SUBCONTRACTING PLAN (HSP)



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

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

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

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



HUB Subcontracting Plan (HSP)

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

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

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

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

- - Agency Special Instructions/Additional Requirements - -

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

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

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

(mm/dd/yyyy)

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

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

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

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

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

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

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

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

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

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

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

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

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

Enter your company's name here: _____

Requisition #: _____

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

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

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

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

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

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

SECTION 4: AFFIRMATION

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

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

Signature

Printed Name

Title

Date
(mm/dd/yyyy)

Reminder:

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

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

Item Number: Description:

[illegible]

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

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

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

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

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

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

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

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

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

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

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

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

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



HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

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

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____
Point-of-Contact: _____
E-mail Address: _____

State of Texas VID #: _____
Phone #: _____
Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
Point-of-Contact: _____
Requisition #: _____

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

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

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

- Not Applicable

4. Bonding/Insurance Requirements:

- Not Applicable

5. Location to review plans/specifications:

- Not Applicable

EASY HUB LOOKUP on the CMBL

In accordance with Texas Administrative Code 20.14, the following HUB lookup procedures have been developed utilizing the Comptroller of Public Accounts website to identify possible HUB Vendors for subcontracting opportunities.

To that end the following easy step by step instructions to identify NIGP codes and search for potential HUB subcontractors is provided by Stephen F. Austin State University. In addition, the University may have already completed searches that may be beneficial and include a list of potential HUB subcontractors that may be used by the Respondent. If you have a hard time reading the webpages cited, increase the page view to 200% or better.

For assistance with this instruction or further assistance in identifying potential HUB subcontractors, please contact Kay Johnson at 936-468-6550.

STEP 1: After identifying what areas that are going to be subcontracted for the project go to the following web address at Comptroller of Public Accounts:

<https://mycpa.cpa.state.tx.us/commbook/indexSearch>

State of Texas Commodity Code Search

(Revised January, 2016)

NOTE: Search results represent NIGP's search-friendly keyword data set and not official code descriptions. The official NIGP Commodity Book is copyrighted material to be used for reference purposes only and may not be reproduced without a license from Periscope Holdings, Inc.

[Go To Numeric Index](#)

Enter a word or words to match. Matches will contain all words entered.

Search keywords:

OR

Search by Class: (3 digits required)

[Reset](#)

Search Results

No search done yet or nothing entered to search for

texas.gov | Texas Records and Information Locator (TRAIL) | State Link Policy | Texas Homeland Security | Texas Veterans Portal

Glenn Hegar, Texas Comptroller • Home • Contact Us
Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

At this point type in the item you are looking for in Search keywords: (for this example we are looking for drywall services). Press Submit Search and the results will appear. See example below:

The screenshot shows a web browser window with the URL https://cmlreg.cpa.state.tx.us/commodity_book/Alpha_index_inquiry.cfm. The page title is "State of Texas Commodity Code Search" and it is dated "(Revised January, 2016)". A note states: "NOTE: Search results represent NIGP's search-friendly keyword data set and not official code descriptions. The official NIGP Commodity Book is copyrighted material to be used for reference purposes only and may not be reproduced without a license from Periscope Holdings, Inc." There is a link to "Go To Numeric Index". A search bar contains the text "drywall". Below the search bar, there is a section for "Search Results" showing "10 results matching 'drywall' sorted by Keyword Match". A table lists the results:

Class-Item	Keyword Match
150-33	DRYWALL GROUT
150-33	DRYWALL MORTAR
150-33	DRYWALL PLASTER
320-71	DRYWALL SCREWS
910-75	DRYWALL SERVICES, CEILING AND WALL
570-81	DRYWALL STUDS, STEEL
150-33	GROUT, DRYWALL
150-33	MORTAR, DRYWALL

The page will list Keyword Match for drywall. In this example the Class-Item for Drywall Services, Ceiling and Wall is 910-75. Remember to write down the Class and Item numbers. You will do the same for other items that you will be subcontracting on the project. Once you have completed collecting all Class and Item numbers for sub-contracting opportunities you can precede to Step 2

STEP 2: With the Class and Item numbers you can search for HUB Vendors on the Centralized Master Bidders List – HUB Directory Search. Go to the following web address at Texas Comptroller of Public Accounts:

<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>

Under **SEARCH FOR** mark HUBs Only (you are looking for HUB vendors)

The EXAMPLE below is how the form should be filled out. Search for HUBs on CMBL; Selection 1: Class-Item; Select Fields For Output (Vendor ID, Company Name, Contact Person, City, Email, Phone, Business Description, HUB Eligibility, HUB Gender)

In the example below we are searching for NIGP Class Code 910, Items 75 (Drywall Services).

Once all the information needed has been marked. Click : **SEARCH**.

Search For Vendors - Centralized Master Bidders List - HUB Directory Search

Glenn Hegar
Texas Comptroller of Public Accounts

Search For Vendors

Related Links

- CMBL/HUB Directory Search Tips
- Register For CMBL - HUB
- HUB Mentor Protege Agreement Listing
- System for Award Management (EPLS)
- Debarred Vendors List

Centralized Master Bidders List - HUB Directory Search

The **CMBL** is a master database used by State of Texas purchasing entities to develop a mailing list for vendors to receive bids based on the products or services they can provide to the State of Texas. Manufacturers, suppliers, and other vendors wishing to furnish materials, equipment, supplies, and services to the state should register for the CMBL to receive bidding opportunities.

The CMBL/HUB Directory Search is automatically defaulted to "CMBL Only" to perform a search for vendors, including [Texas certified HUBs](#) who have elected to [register on the CMBL](#). Purchasing entities use [NIGP Class and Item Codes](#) within the "Multiple Vendor Search" feature to identify vendors who can provide the products or services they want to purchase, and to develop mailing lists of vendors to receive bids.

For detailed explanations of the various search and data output features (i.e., Search For, Single Vendor Search, Multiple Vendor Search, Business Category / Vendor Location Search, Select Fields For Output, Output Options) that may be used to create lists of potential vendors as well as retrieve detailed information on a specific vendor, click [CMBL/HUB Directory Search Tips](#).

[Search](#) [Clear Search](#)

SEARCH FOR

☒ CMBL Only ☐ HUBs Only ☐ HUBs On CMBL ☐ All Vendors

SINGLE VENDOR SEARCH

Vendor ID:

Vendor Number:

Vendor Name: contains

[Include Inactive Vendors](#) ☐ Note: If this box is checked, you must enter either a Vendor ID, Vendor Number or Vendor Name.

MULTIPLE VENDOR SEARCH

Selection	NIGP Class Code	Items	Highway District(s)
Selection 1	<input type="text"/> 910	<input type="text"/> 75	<input type="text"/>
Selection 2	<input type="text"/>	<input type="text"/>	<input type="text"/>
Selection 3	<input type="text"/>	<input type="text"/>	<input type="text"/>

BUSINESS CATEGORY / VENDOR LOCATION SEARCH

Business Category:

County Location:

City Location: begins with

Zip Code Location: exact

Highway District(s) Location:

Once the search is completed, a page like the one below will appear listing all the HUB companies that are Class 910 and Item 75.

The search found 222 vendors where are HUB's.

At this point you should look at the Business Description to confirm that the company does indeed provide drywall services. Note that the first company listed 1DZ ENTERPRISE, L.L.C. does not list drywall services, instead the company business description list Janitorial Service – if at all possible you should not use this company in your Good Faith Efforts as there are other companies that list dry wall in their business description.

3 B'S CONTSTRUCTION does list drywall and is a good candidate for sending a request to bid the project.

YOU ARE REQUIRED TO SELECT THREE (3) HUB VENDORS TO CONTACT.

When looking for HUB Vendors to support you at SFA look for these vendors that are close to Nacogdoches and East Texas. If none can be found in our area, expand your search to the Dallas/Fort Worth area, Austin and Houston market areas.

NOTES:

- 1) SELECTING HUBS THAT ARE FROM EL PASO, AND FAR WEST TEXAS DOES NOT SHOW GOOD FAITH IN YOUR SELECTION PROCESS.
- 2) IF YOU DO NOT UNDERSTAND THESE DIRECTIONS OR NEED ASSISTANCE PLEASE CONTACT THE SFA PROCUREMENT OFFICE FOR HELP.

Search For Vendors - C:\ x

https://mycpa.cpa.state.tx.us/tpasscmblsearch/CmbllHubSearch.do

Glenn Hagar
Texas Comptroller of Public Accounts

Search For Vendors

Results For HUBs Only Search

Search found 222 vendors, 222 are HUB's, Includes 0 Inactive Vendors.
Search Condition : SearchType=HUB's Only,Section1 Class Code=910,Section1 Item(s)=(75)

[Back](#)

Vendor ID	Company Name	Contact Person	City	Email	Phone	Business Description
1475357271900	1DZ ENTERPRISE, L.L.C.	Debra A. Garcia	INGLESIDE	debbiegarc20@gmail.com	361-534-4244	Janitorial Service
1204990047000	3 B'S CONSTRUCTION	Owner/Andrew Rosas	LYTLE	andrewrosas@sbcglobal.net	210-382-0984	New construction, remodeling to include wood frame, metal stud,drywall. Installat suspended ceiling, concrete work and demolition.
1461995281600	360TXC	Tony Lester	AUSTIN	estimator@360txc.com	877-710-7474	We provide general contracting and complete project planning and management s vast project portfolio covers everything from 1,000sqft interiors and renovations to 25,000sqft+ ground-up and core-shell buildouts.
1472181557000	3J CONTRACTING	Jose Mondragon	CORPUS CHRISTI	3jcontracting@gmail.com	361-548-4937	Remodel, repair, Paint, Lawn Services,constructions,electrical, plumbing, fencing a demolition of small building,& hauling land waste.
1743004957100	A-1 TOTAL INTERIOR, INC.	Pres./CEO/Randy Sanchez Sr.	SAN ANTONIO	A1totalinteriors@sbcglobal.net	210-733-3739	Construction finish out new builds; remodels; commercial & residential contractors
1760404341800	A.C.T. SERVICES	President / Deborah Harris	SAN ANTONIO	debbie@actsoftx.com	210-902-5785	A.C.T. Services provides quality residential and commercial design and constructio
1752966405800	ACUMEN ENTERPRISES, INC.	Wayne Boyter	DESOTO	wayne@acumen-enterprises.com	972-572-0701	Mechanical HVAC & plumbing contractor, mechanical insulation, & general construc
1760616493100	ADVACS, INC.	Francis Foyeku	HOUSTON	fofoyeku@aol.com	713-266-7200	IT Services/Facilities Maintenance Service/Construction Management of Division 9
1263904481200	AG CONSTRUCTION MANAGEMENT	Anthony Gutierrez	AUSTIN	info@agcm.us	512-579-6498	Service general contractors for the federal, state, public works projects
1741946544200	AIR STREAM GENERAL CONSTRUCTION, INC	Rebecca Flores	SAN ANTONIO	bflores@air-streamservices.com	210-533-3264	Air-Conditioning, HVAC Contracting, Mechanical Services, and Facilities Support Se
1811519383300	ALA SIGNATURE SERVICES, LLC	Linda Alexander	KATY	alasignatureservices@gmail.com	817-993-9905	Facility/Building Maintenance Services; Janitorial/Custodial Services; General Freig Local; Administrative Services

POTENTIAL HUB SUBCONTRACTORS PROVIDED WITH

Request for Qualifications: #AE-FORESTRY AND AG BLDG PROJECT-2023

Issued by Stephen F. Austin State University

Closing Date/Time: April 20, 2023 at 5:00pm

This list of potential HUB subcontractors is provided for information only and SFA does not endorse, recommend, nor attest to the capabilities of any company or individual listed. A complete list of State certified HUBs can be searched online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>

The Respondent is responsible for compliance with the Good Faith Effort requirements outlined in the Request For Qualifications and HUB Subcontracting Plan documents.

NIGP Class Code – vendors in the following commodity class codes are identified on the following pages. The vendor is responsible to identify all commodity classes that may represent subcontracting opportunities.

906-00	Architectural Services, Professional
906-10	Buildings, Architectural Design Services
925-00	Engineering Services, Professional

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_____

EXHIBIT E

DRAFT A-E AGREEMENT

**STEPHEN F. AUSTIN STATE UNIVERSITY
ARCHITECT-ENGINEER/OWNER AGREEMENT**

THIS AGREEMENT, made on the date of last signature by and between Stephen F. Austin State University, a public institution of higher education (hereinafter “Owner”), and _____ (hereinafter “Architect/Engineer” or “A-E”).

WHEREAS Owner intends to construct multiple buildings and undertake related renovations in accordance with RFQ# AE-FORESTRY AND AG BLDG PROJECT-2023 opened _____, 202X, hereinafter called the “Project” at Stephen F. Austin State University, Nacogdoches, Texas;

WHEREAS Owner desires to obtain the services described herein from A-E for the Project;

NOW THEREFORE, Owner and A-E, for considerations as set forth, agree as follows:

ARTICLE 1.

- 1.1 A-E agrees to perform, for the above named Work, professional services as hereinafter set forth.

ARTICLE 2.

- 2.1 Based on the receipt of Full Architectural Services through construction, Owner agrees to pay A-E, as total compensation the amount set forth in the following Project Addendum: _____.
- 2.2 A-E basic services consist of those services defined in Article 3, including those services that are necessary to A-E’s provision of its design and construction phase services of the Project, for which percentage fees can be predetermined, as outlined in Article 3.
- 2.3 Definition of “cost” and Project specifics are included in the Exhibits of the following Project Addendums: _____.
- 2.4 A-E Services shall be provided in conjunction with the services of a Construction Manager-at-Risk.

ARTICLE 3. SERVICES OF A-E

- 3.1 A-E’s services consist of those services performed by the Architect, Architect’s employees and Architect’s consultants, as provided in the Exhibits to the following Project Addendums: _____.
- 3.2 A-E’s services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work. Upon request of Owner, A-E shall submit for Owner’s approval a schedule for the performance of A-E’s services which may be

adjusted as the project proceeds, and shall include allowances for periods of time required for Owner's and Construction Manager's review and for approval of submissions by authorities having jurisdiction of the project. Time limits established by this schedule approved by Owner shall not, except for reasonable cause, be exceeded by Architect or Owner.

3.3 PRELIMINARY PLAN DEVELOPMENT PHASE(Schematic)

- 3.3.1 A-E shall confer with Owner to ascertain the requirements and limitations of the Project and inspect the Project site or sites.
- 3.3.2 A-E shall review the scope and assist Owner in Owner's work of providing the necessary topographic or boundary surveys, aerial surveys, as-builts, soil surveys, etc.
- 3.3.3 A-E shall prepare the Preliminary Plan Documents consisting plans, elevations and other drawings, and outline specifications, to fix and illustrate the size and character of the entire Project in its essentials as to kinds of materials, types of structure, mechanical and electrical systems and such other Work as may be required.
- 3.3.4 The Construction Manager shall prepare a statement of the probable Project Cost based upon the Preliminary Plan Documents, which includes estimated basic construction cost (including cost of Construction Manager), contingency in construction Contract, Owner's services, estimated total construction cost, architect's fee, and the total Project cost. A separate estimated cost of each alternative should also be provided. If such estimated cost exceeds the fixed limit of construction cost stated above, A-E shall consult with Owner's representative and Construction Manager so that revisions can be made to reduce the cost as required. Alternate bids by individual contractors may be used as required to obtain flexibility in the range of quotations offered.
- 3.3.5 A-E shall employ only those consulting firms for structural, mechanical, or other portions of the Work which have been approved by Owner. Those engineering or architectural firms employed by A-E shall comply with the terms of the Texas Occupations Code, Title 6, Chapters 1001 and 1051, and shall be employed on a total service agreement.
- 3.3.6 In the event the Project consists of a new building or buildings, or building additions, A-E shall prepare a perspective drawing or model (at the option of Owner), of the Project showing sufficient detail to illustrate the general character and scale of the Project.
- 3.3.7 The Preliminary Plan Documents must be reviewed by Construction Manager and approved by Owner.

3.4 DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS PHASE

- 3.4.1 A-E shall prepare, from the approved Preliminary Plan Documents, working Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of

bidding forms, the conditions for contracts, and the form of agreement between Owner and individual Contractors.

- 3.4.2 A-E shall advise Construction Manager and Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.
- 3.4.3 A-E shall assist Owner and Construction Manager in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.
- 3.4.4 Before they are finalized, A-E will create a schedule under which Construction Manager, the University administration, and the Board have at least three weeks to review and approve the Plans, Specifications, Notices to Bidders, and Proposal forms required for bidding and construction.
- 3.4.5 When the Construction Documents are received by Owner, Construction Manager shall certify to Owner whether or not the Plans are of sufficient scope and detail to construct the Project. A-E shall work with Construction Manager and Owner to correct any deficiencies as quickly as practical according to the delivery dates as listed in the RFQ# AE-FORESTRY AND AG BLDG PROJECT-2023. Owner, Construction Manager and A-E must mutually agree to any changes to these dates.
- 3.4.6 A-E shall furnish to Owner, Construction Manager, Contractors, Subcontractors and Suppliers all necessary copies of and electronic access to the approved Plans, Specifications, Notices to Bidders and Proposal forms required for bidding and construction. Owner will require five (5) complete copies of the Plans and Specifications for review and permanent files and five (5) copies of the Specifications complete with executed Bid Proposal, Contract and bonds. If the Plan and Specification requirements exceed five (5) sets, all additional requirements will be considered reimbursable expenses.

3.5 BIDDING OR NEGOTIATION PHASE

- 3.5.1 A-E, following Construction Manager's review and Owner's approval of the Construction Documents, and of the latest Statement of Probable Construction Cost, shall assist Construction Manager and Owner in obtaining bids or negotiated proposals, and in awarding construction Contracts.

3.6 CONSTRUCTION PHASE

- 3.6.1 A-E shall at all times have access to the Work wherever it is in preparation or progress.
- 3.6.2 A-E shall make such periodic visits to the site as are necessary to familiarize himself generally with the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an A-E, he shall notify Construction Manager and Owner or take such other steps to notify in writing, via field observation report, both of observed defects and

deficiencies in the Work of Contractor. A-E shall conduct periodic visits at key times during construction; Owner or Construction Manager may request a visit at any time, the total number of such visits averaging not less than one visit per week during the construction phase. A-E shall not be responsible for construction means, methods, techniques, sequences, or procedure, or for safety precautions and programs in connection with the Work, and A-E shall not be responsible for Construction Manager's or individual contractors' failure to carry out his responsibilities to Owner, but shall be responsible for determining that the Work is in accordance to the Plans and Specifications based upon its observation during the site visits.

- 3.6.3 Based on observations of construction progress at the site and on a review of the Contractors' Payment Requests, A-E shall make recommendations relative to Progress Payments and shall submit monthly reports to Construction Manager and Owner covering the general progress of the Work.
- 3.6.4 A-E shall review and comment, where necessary, or take other appropriate action on Shop Drawings, samples and other submissions of Construction Manager relative to items confirming to general Project concept.
- 3.6.5 A-E shall review Change Orders and make recommendations to Construction Manager and Owner.
- 3.6.6 A-E shall conduct an inspection to determine the dates of substantial completion and final completion. A-E shall also conduct an inspection upon request during the period of one year from the date of final completion for the purpose of advising Owner with regard to the individual Contractors' warranties of materials and workmanship.
- 3.6.7 Upon receipt of notification by Construction Manager that the Work has been completed, A-E shall conduct a site visit, to be performed by the appropriate members of his staff and his professional affiliates to determine, to the best of A-E's knowledge, information and belief, that the Work is completed in accordance with the Construction Documents ("Substantial Completion"). As a result of this site visit, A-E shall prepare a list of items needing correction. After Construction Manager has obtained performance of the required corrections, A-E shall notify Owner in writing. A-E and his professional affiliates shall accompany Owner's representative and Construction Manager on the Final Inspection to review the total Work as to its completion. Except for the Final Inspection noted above, A-E shall be entitled to a change in services in accordance with Section 4.2 when contract administration services extend sixty (60) days after the date of Substantial Completion.
- 3.6.8 Upon completion of the construction, A-E shall make reasonable changes in the documents to serve as Record Drawings for the Work based solely upon information furnished to A-E by Contractor consisting of redlined construction documents depicting the Work as modified during the course of construction. A-E is not required to conduct any independent verification of the completeness or accuracy of Contractor's updates to the construction documents reflecting modifications. A-E shall forward a set of reproducible drawings (not sepias) including one set of marked Specifications to Owner to serve as Record Drawings.

A-E will furnish Owner with computerized Record Drawings suitable for use in Auto Cad in a DXF or Dwg format.

ARTICLE 4. ADDITIONAL SERVICES

- 4.1 Services are sometimes required of A-E which are not included as part of the Basic Services described in Articles 2 and 3. If additional services are required, they shall be provided by Owner, contracted separately, or authorized in writing to be performed by A-E and paid for separately by Owner as hereinafter provided. Added services could include Work normally provided by Owner (ARTICLE 5) but assigned to A-E, and services such as the following:
 - 4.1.1 Providing financial feasibility, appraisals, rate studies, or other special economic studies.
 - 4.1.2 Providing master planning surveys.
 - 4.1.3 Making measured drawings of existing construction when required for planning additions or alterations thereto.
 - 4.1.4 Providing interior design and other services required for or in connection with the selection of furniture and furnishings, unless mutually agreed to be an item included in the construction Contract. Specifications for fixed furniture is included in the contract.
 - 4.1.5 Providing services as an expert witness at the request of Owner in connection with any public hearing, or the proceeding of a court.
 - 4.1.6 Providing design services relative to future facilities which are not intended to be part of the Project.
 - 4.1.7
 - 4.1.8 Providing independent TAS-review services.
- 4.2 Any additional service cost shall be agreed to and authorized in writing by Owner before the Work is performed.

ARTICLE 5. OWNER'S RESPONSIBILITY

- 5.1 Owner shall provide initial program information regarding his requirements for the Project (space and user requirements, budget limitations and scheduling, etc.).
- 5.2 Owner or his authorized representative shall examine documents, submitted by A-E and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of A-E's work.

- 5.3 When required for the Project, Owner shall furnish to A-E complete and accurate boundary surveys and topographic maps giving, as applicable, grades and lines of streets and other physical features, both on and adjoining site, boundaries and contours of land, rights-of-way, restriction, easements, deed restrictions, locations, dimensions and complete data pertaining to existing buildings, location of trees, and full information concerning available utility services, public and private.
- 5.4 Owner shall provide soil borings and laboratory testing services, including required test interpretations, test data and reports.
- 5.5 The services, information, surveys and reports required by paragraphs 5.3 and 5.4 inclusive, shall be furnished at Owner's expense, and A-E shall be entitled to rely on the accuracy thereof. Owner may, at his option, request that A-E provide services under 5.3 and 5.4, and reimburse A-E for expenses.
- 5. Owner shall furnish A-E, when available and applicable, copies of Owner's Standard General Conditions, Contract Forms, Bond Forms, bidding information and instructions, minimum wage rates for inclusion in the Specifications, and design and construction standards of Owner.
- 5.4 Owner shall be responsible for those items listed as Owner's Responsibilities in the Exhibits to the following Project Addendums: Fine Arts Expansion Initiative; Welcome Center and Student Support Services One Stop Shop; and Residence Hall and Dining Hall Construction and Renovations.

ARTICLE 6. REVISION OF DRAWINGS AND SPECIFICATIONS

- 6.1 A-E shall prepare Construction Documents containing such provisions which will permit Owner to obtain bona fide bids within the "fixed limit of Construction Cost". In the event the lowest acceptable bids exceed the "fixed limit of Construction Cost", and if Owner does not see fit to allot additional funds, A-E agrees to revise the Construction Documents without additional charge to Owner, as may be necessary to bring the Construction Cost within the "fixed limit of Construction Cost" unless said revisions are due to changes in the Project program, scope, or quality, or combination of these.
- 6.2 Since "a fixed limit of Construction Cost" is stated herein, an estimate of cost prepared in detail form shall be provided by the Construction Manager during the Preliminary Plan Phase. If this estimate, at any stage, exceeds the stated "fixed limit of Construction Cost" (including contingencies), Owner shall review the program, scope or quality, or combination of these, and A-E shall revise the Construction Documents (at no added charge to Owner) as may be necessary to bring the Construction Cost within the "fixed limit of Construction Cost" unless said revisions are due to changes in the Project program, scope, or quality, or combination of these.
- 6.3 A-E shall be equitably compensated for expenses related to added services arising from conceptual revisions required by Owner of plans previously reviewed by Construction

Manager and approved by Owner or from delays imposed by causes no within A-E's control, such as the delinquency or insolvency of construction contractors.

ARTICLE 7. PAYMENTS TO A-E

- 7.1 Payments of basic percentage fees shall be made monthly in proportion to the services performed according to the percentages in the Project Addendums, at the completion and acceptance of each phase of the Work. Amounts are to be paid Net 30 upon receipt of monthly statements based on percentage of completion of construction contract.
- 7.2 No deduction shall be made from A-E's compensation on account of penalty, liquidated damages or other sums withheld from payment to Contractors.
- 7.3 If any work designed or specified by A-E is abandoned or suspended, in whole or in part, A-E is to be paid for services performed to the point of abandonment or suspensions provided that such abandonment or suspension is not caused by the negligence of A-E.
- 7.4 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by A-E and A-E's employees and consultant in the interest of the Project, as identified in the Project Addendums.

ARTICLE 8. CONSTRUCTION COST

- 8.1 Construction Cost, to be used as a basis for determining the basic fees, shall be the total cost of Project facilities authorized and handled by A-E in each separate phase of the Project, subject to the "fixed limit of Construction Cost".
 - 8.1.1 Completed construction shall be the total cost of all such Work (including modifications and additions).
 - 8.1.2 Work designed or specified, but not constructed, shall be the lowest bona fide bid received from a qualified bidder for any or all of such Work, not to exceed the "fixed limit of Construction Cost".
 - 8.1.3 Work for which bids are not received, shall be A-E's latest Statement of Probable Construction Cost, not to exceed the "fixed limit of Construction Cost".
- 8.2 Construction Cost does not include the fees of A-E and his consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of Owner such as legal, accounting etc.
- 8.3 Project labor furnished by Owner shall be included in the Construction Cost at current market rates. Materials and equipment furnished by Owner (designed or specified by A-E) shall be included at current market prices, except that used materials and equipment shall be included as if purchased new for the Project.

ARTICLE 9. TERMINATION OF AGREEMENT

- 9.1 This Agreement may be terminated by either party upon seven (7) calendar days written notice should the other part fail substantially to perform in accordance with its terms through no fault of the other. Notwithstanding anything to the contrary, Owner's Board of Regents may terminate this Agreement without cause should it be determined in the best interest of the University and the State of Texas not to proceed with this project. In the event of termination which is not the fault of A-E, A-E shall be paid for services performed to termination date. A-E shall then collect and arrange all data and other information generated to date of termination and deliver this information to Owner. Owner reserves the right to suspend or abandon the project, but not terminate the Agreement.

ARTICLE 10. OWNERSHIP OF DOCUMENTS

- 10.1 At the completion or termination of services performed for this Project by A-E, and A-E's receipt of payment for said services, a clear set of reproducible drawings (not sepias) and one printed copy of the Specifications, marked Record Drawings prepared pursuant to Article 3.6.8, a disk showing complete drawings in Auto Cad in DXF or DWG format, shall be delivered to Owner.
- 10.2 It is understood however that A-E is preparing documents for a specific installation, rather than standard documents for repetitive, multiple use in other locations. Therefore, neither Owner nor A-E shall later use the content of these documents as a whole or in substantial part, for other Projects, without mutual agreement as to the use of the documents.
- 10.3 A-E will provide Owner with electronic copies of drawings for use by Owner and Construction Manager in preparing coordination of submittals and to support operations and maintenance. Electronic copies should consist of both Portable Document Format (PDF) and Digital Drawing Software Program, specifically in .dwg format and complete for each appropriate discipline.
- 10.4 Drawings, reports and other documents prepared for this Project by A-E as detailed in Article 10.1 shall become the property of Owner upon completion or termination of the services performed for this Project by A-E. Notwithstanding the above, the A-E shall be permitted to retain copies of such drawings, reports, and other documents. To the extent allowed under the laws of the State of Texas, the Owner agrees to indemnify the A-E from any liability and related expenditures arising out of the use of such documents without the A-E's involvement on future projects or renovations.

ARTICLE 11. MISCELLANEOUS PROVISIONS

- 11.1 Owner and A-E each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants of this Agreement. Neither Owner nor A-E shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Owner's Regents and employees

shall at all times be construed as working in their official capacities and do not hereby bind themselves to individual liability. The University of Texas System Office of Capital Projects (OCP) will become the administrator of this Architect/Engineer Agreement at some stage along the agreement duration.

- 11.2 The obligations and undertakings of each of the parties to this Agreement shall be performable at Nacogdoches, Nacogdoches County, Texas.
- 11.3 **A-E SHALL INDEMNIFY AND SAVE HARMLESS OWNER AND ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT CAUSED, ON A COMPARATIVE BASIS OF FAULT, BY THE NEGLIGENT ACTS OR OMISSIONS OF A-E OR ITS AGENTS OR EMPLOYEES, IN THE EXECUTION, PERFORMANCE OR ENFORCEMENT OF THIS CONTRACT.**
- 11.4 This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
- 11.5 In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 11.6 The rights and remedies herein granted to Owner in the event of default or breach are cumulative, and the exercise thereof shall be without prejudice to the enforcement of any other right or remedy authorized by the law or this Agreement.
- 11.7 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parts, which are not included herein, and that no other agreement, statement, or promise not contained in the Agreement, shall be valid or binding.
- 11.8 A-E agrees to use the professional standard of care when preparing design and construction documents that are to comply with legally required building codes and standards, including, but not limited to, the Americans with Disabilities Act, as amended, and Texas Energy Conservation Design Standards for State-Funded Buildings.
- 11.9 A-E shall maintain professional liability insurance in the amount of \$1,000,000 and provide proof thereof to Owner.

- 11.10 Notwithstanding anything to the contrary herein, all provisions of this contract shall be subject to any limitations or requirements otherwise stipulated by law for agencies and institutions of the State of Texas.
- 11.11 To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Owner and A-E to attempt to resolve any claim for breach of contract made by A-E that cannot be resolved in the ordinary course of business. The Vice President for Finance and Administration of Owner shall examine A-E's claim and any counterclaim and negotiate with A-E in an effort to resolve such claims. The parties hereto specifically agree that (i) 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 A-E, (ii) neither the issuance of this Agreement by Owner nor any other conduct, action or inaction of any representative of Owner relating to this Agreement constitutes or is intended to constitute a waiver of Owner's or the state's sovereign immunity to suit; and (iii) Owner has not waived its right to seek redress in the courts.
- 11.12 A-E is hereby advised that Owner maintains policies regarding fraudulent or unethical conduct. These policies establish examples of acceptable and unacceptable conduct as well as procedures and responsibilities for detecting, reporting and resolving instances of known or suspected fraudulent activity and prescribe a coordinated approach toward investigation and resolution of fraudulent activity; reference Owner Policies 2.7, Fraud and 17.22, Purchasing Ethics and Confidentiality.
- 11.13 **Representations and Warranties by A-E.** If A-E is a corporation or a limited liability company, A-E 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 executing the Agreement on behalf of A-E has been duly authorized to act for and bind A-E.
- 11.14 **Tax Certification.** If A-E is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then A-E certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that A-E is exempt from the payment of those taxes, or that A-E is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- 11.15 **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, A-E certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that Owner may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.

- 11.16 **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, A-E agrees that any payments owing to A-E under the Agreement may be applied directly toward any debt or delinquency that A-E 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.
- 11.17 **Products and Materials Produced in Texas.** If A-E will provide services under the Agreement, A-E covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under the Agreement, A-E will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
- 11.18 **Access to Public Information.** A-E is required to make any information created or exchanged with Owner pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in PDF or other format that is accessible by the public at no additional charge to Owner.
- 11.19 **State Auditor's Office.** A-E understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), *Texas Education Code*. A-E agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. A-E will include this provision in all contracts with permitted subcontractors.
- 11.20 **Sovereign Immunity.** The Parties stipulate and agree that no provision of, or any part of this Contract between Owner and A-E, or any subsequent change order, amendment, or other Contract modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to Owner beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.
- 11.21 **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.

- 11.22 **Confidentiality.** During the course of the work and/or services to be provided under this agreement, A-E may come in contact with confidential information of Owner. A-E agrees to treat as confidential the information or knowledge that becomes known to A-E during performance of this agreement and not to use, copy, or disclose such information to any third party not similarly involved on the projects contemplated hereunder unless authorized in writing by Owner. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. A-E shall promptly notify Owner of any misuse or unauthorized disclosure of its confidential information and upon expiration of this agreement shall return to Owner all confidential information in A-E's possession or control. A-E shall further comply with all university information security policies that may apply.
- 11.23 **Israel Non-Boycott Verification.** Pursuant to Section 2271, Texas Government Code, A-E hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement, as that term is defined by Section 808.001(1), Texas Government Code.
- 11.24 **Conflict of Interest.** A-E and each person signing on behalf of A-E 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 Owner's Board of Regents, not any employee or person, whose salary is payable in whole or in part by Owner, has direct or indirect financial interest in the award of the Agreement, or in the services to which the Agreement relates, or in any of the profits, real or potential, thereof.
- 11.25 **Loss of Funding.** Performance by Owner under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of Owner (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner will issue written notice to Contractor and Owner may terminate the Agreement without further duty or obligation hereunder. A-E acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.
- 11.26 **Publicity.** A-E shall not use Owner's name, logo, service mark, or other likeness in any press release, marketing materials, or other public announcement without receiving Owner's prior written approval.

- 11.27 **Compliance.** A-E shall observe and abide by all applicable local, state, and federal laws, regulations, and Owner's policies and procedures.
- 11.28 **U.S. Department of Homeland Security's E-Verify System.** By entering into the Agreement, A-E certifies and ensures that it utilizes and will continue to utilize, for the term of the Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within Texas, during the term of the Agreement; and (ii) all persons (including subcontractors) assigned by A-E to perform work pursuant to the Agreement, within the United States of America. A-E shall provide, upon request of Owner, 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 A-E and A-E's subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Agreement may be terminated, at the discretion of Owner and at no fault to Owner, with no prior notification. A-E shall also be responsible for the costs of any re-solicitation that Owner must undertake to replace the terminated Agreement.
- 11.29 **Subcontracts.** If A-E subcontracts any of the work set forth in the Agreement, A-E shall ensure that each subcontractor, vendor, affiliate, agent or representative agrees to and complies with all provisions of the Agreement. A-E will remain liable for the acts and omissions of each subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.
- 11.30 Contracts with Foreign Terrorist Organizations Prohibited. Pursuant to Section 2252.152, *Texas Government Code*, and to the extent applicable, A-E 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*.
- 11.31 Trafficking of Persons. Under Section 2155.0061, *Texas Government Code*, A-E certifies that the individual or business entity named in the bid or Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 11.32 Cybersecurity Training Certification. In accordance with Section 2054.5192, *Texas Government Code*, if A-E, or a subcontractor, officer, or employee of A-E, will have access to a state computer system or database, then A-E shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code*, as selected by University. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. A-E shall verify to the University completion of the program by each such officer, employee, or subcontractor.
- 11.33 Force Majeure. Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform arising out of or caused, directly or

indirectly, by circumstances beyond its reasonable control including acts of God, strikes, national, state or local health emergency, war, riots, flood, fire, sabotage, governmental authority, or any other circumstances (“Force Majeure Occurrence”). Provided, however, in the event of a Force Majeure Occurrence, A-E agrees to use their best efforts to mitigate the impact of the occurrence so that Owner may continue to provide mission critical services during the Force Majeure Occurrence.

- 11.34 Buy American Iron and Steel. For orders in which iron or steel products will be used, A-E agrees to comply with Section 2252.202, *Texas Government Code*, requiring any iron or steel products produced through manufacturing process and used in the projects be produced in the United States, unless otherwise exempt under Section 2252.203, *Texas Government Code*.
- 11.35 Energy Company Boycotts. Pursuant to Chapter 2274 of the *Texas Government Code*, to the extent applicable, A-E certifies that it:
- 1) does not boycott energy companies as defined in Section 809.001(1)(A) *Texas Government Code* (i.e., fossil fuel companies); and
 - 2) will not boycott energy companies during the term of the agreement.
- 11.36 Critical Infrastructure Affirmation. Pursuant to Section 2274.0102 of the *Texas Government Code*, A-E certifies that neither it nor its parent company, nor any affiliate of A-E or its parent company, is either majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103 of *Texas Government Code*, or headquartered in any of those countries.
- 11.37 Firearm Entities and Trade Associations Discrimination. Pursuant to Chapter 2274 of the *Texas Government Code*, for agreements that exceed \$100,000, A-E certifies that it:
- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
 - 2) will not discriminate during the term of the agreement against a firearm entity or firearm trade association.
- 11.38 Contractor Compliance and Certification Relating to Cloud Computing Services. Pursuant to Section 2054.0593 of the *Texas Government Code*, if A-E provides cloud computing services under the Agreement and is authorized to access, transmit, use, or store data for Owner, A-E is required to meet security controls established by the Texas Department of Information Resources (DIR) and determined by Owner, which are commensurate with Owner’s risk under the Agreement based on the sensitivity of Owner’s data. Upon reasonable request, A-E will provide to Owner evidence that A-E meets the security controls required under the Agreement. A-E acknowledges this Agreement may be terminated and payment withheld if A-E does not comply with this Section.
- 11.39 Contractor Certification Regarding COVID-19 Vaccination. Pursuant to Section 61.0085, *Texas Health and Safety Code* (enacted by SB 968, 87th Texas Legislature, Regular Session (2021)). Contractor certifies that it does not require a customer to provide any

documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Contractor's business. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- 11.40 Debarment and Suspension.** Pursuant to Executive Order 12549 and Executive Order 12689, the Owner may not contract with parties listed with an active exclusion on the General Services Administration's System for Award Management (SAM). SAM identifies (via active exclusions) entities that have been debarred, suspended, or excluded from receiving federal contracts, subcontracts, or federal assistance and benefits. In compliance with the Code of Federal Regulations (CFR) Section 180.300, the Owner includes suspension/debarment provisions in its purchase orders. By accepting the Owner's purchase order, the A-E is certifying that, to the best of its knowledge, the A-E/or any of its principals are not suspended or debarred. Contractor certifies that it is not subject to a vendor hold by the State of Texas. Contractor certifies that it is not subject to debarment or suspension by the Texas Comptroller.
- 11.41 In the event of a conflict between the terms contained in this A-E Agreement, including Addendums and the terms contained in the Exhibits to the Project Addendums, the terms of this A-E Agreement, including Addendums shall control.

ARTICLE 12. HISTORICALLY UNDERUTILIZED BUSINESSES

- 12.1 A-E submitted an acceptable HUB Subcontracting Plan in accordance with HUB Subcontracting Plan submitted with the response to RFQ # AE-FORESTRY AND AG BLDG PROJECT – 2023.
- 12.2 Should any subcontracting information identified in the original submittal be changed, updated documentation shall be submitted to Owner's HUB Coordinator. Owner's HUB Coordinator shall be the sole point of contact regarding approval of A-E's Good Faith Effort related to changes. Additional forms can be down-loaded from the [State Comptroller's Texas Procurement Services and Support Division](#).
- 12.3 A-E is required to submit monthly Progress Assessment Reports relating to payments made to subcontractors. Owner reserves the right to withhold payment until the monthly reports are received by Owner's HUB Coordinator. Progress Assessment Report forms can be down-loaded from the [State Comptroller's Texas Procurement Services and Support Division](#).

Signatures to follow on next page

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly-authorized representatives.

ATTEST:

Firm or Agency

Secretary
Seal (if incorporated)

Principal

Date

President
Stephen F Austin State University

Date

PROJECT ADDENDUM

This Addendum, effective as of the date of last signature, amends and supplements the Architect-Engineer/Owner Agreement (the “A-E Agreement”) by and between Stephen F. Austin State University (“Owner”) and _____ (“A-E”), dated as of _____, 202X.

Background: Owner sought an architecture firm with experience in the programming, design and construction administration for several construction projects on the campus of Stephen F. Austin State University. A-E was selected by Owner’s Board of Regents to be the A-E for this project. A Construction Manager at Risk was also be selected to allow them to work together throughout the entire design process.

Now therefore, the Parties hereto, intending to be legally bound hereby, agrees as follows:

1. Addendum Subject to A-E Agreement.

This Addendum amends and modifies the A-E Agreement. Capitalized and defined terms set forth in this Addendum shall have the same meaning as set forth in the A-E Agreement.

2. Payments to A-E.

Payments of basic percentage fees shall be made monthly in proportion to the services performed according to the following percentages, at the completion and acceptance of each phase of the Work.

Programming Phase	%	\$
Schematic Design Phase	%	\$
Design Development Phase	%	\$
Construction Documents Phase	%	\$
Bidding or Negotiation Phase	%	\$
Construction Administration Phase	%	\$
Furniture, Fixtures & Equipment Phase	%	\$
Record Drawing/Close Out Phase	%	\$
 TOTAL FEE	 100%	 \$

3. Reimbursable Expenses.

Expense of transportation in connection with the Project including mileage between (Name of City) and Nacogdoches; expenses in connection with authorized out-of-town travel; long distance communications; and fees paid for securing approval of authorities having jurisdiction over the Project. Reimbursement rates for travel, lodging and meals should not exceed the limits for state employees as set by the Texas State Comptroller of Public Accounts.

Expense of reproductions (in accordance with Section 3.4.6 of the A-E Agreement), postage and handling of Drawings, Specifications and other documents.

If authorized in advance by Owner, expense of overtime work requiring higher than regular rates.

Expense of renderings, models and mock-ups requested by Owner.

Expense of additional insurance coverage or limits, including professional liability insurance, requested by Owner in excess of that normally carried by A-E and A-E's consultants.
Expense of geotechnical and/or civil engineering surveys and testing as directed and approved by Owner.

Expense of TAS/TDLR submittals for plan review and building review.

4. Other Terms of A-E Agreement.

All terms and conditions of the A-E Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly-authorized representatives.

Stephen F. Austin State University: A-E _____:

By:

By:

Name:

Name:

Title:

Title:

IFB/RFP # AE-FORESTRY AND AG BLDG PROJECT-2023**Opening date 4/20/23 time 8:30 am**

NAME/ADDRESS	HUB
Asian Contractor Association Website: www.acta-austin.com Email: Phone: 512-926-5400 Fax: 512-926-5410	
Southwest Minority Supplier Development Council Website: www.smsdc.org Email: Phone: 512-386-8766 Fax: 512-386-8988	
Dallas/Fort Worth Minority Supplier Development Council Website: http://affiliate.nmsdc.org/dfwmsdc Email: Phone: 214-630-0747 Fax: 214-637-2241	
Houston Minority Supplier Development Council Website: www.hmsdc.org Contact: Angela Freeman Email: Phone: 713-271-7805 Fax: 713-271-9770	
Tri-County Black Chamber of Commerce Website: http://www.tcbcc.org Email: Phone: 832-875-3977 Fax: 713-839-7329	
Women's Business Council – Southwest Website: http://www.wbcsouthwest.org Contact: Anita Steele Email: Phone: 817-299-0566	
Women's Business Enterprise Alliance Website: http://www.wbea-texas.org Email: Phone: 713-681-9232	
Golden Triangle Minority Business Council Website: www.gtmbsc.com PH: 409-962-8530 FX: 409-722-5402	

IFB/RFP # AE-FORESTRY AND AG BLDG PROJECT-2023**Opening date** 4/20/23 **time** 8:30 am

Hispanic Contractors Association de San Antonio Website: www.hcadesa.org PH: 210-444-1100 FX: 210-444-1101	
US Pan Asian American Chamber of Commerce Website: www.uspaacc-sw.org PH: 682-367-1393 FX: 817-469-9485	
El Paso Hispanic Chamber of Commerce Website: www.ephcc.org PH: 915-566-4066 FX: 915-566-9714	
Regional Hispanic Contractors Association (RHCA) Website: www.tamacc.org PH: 972-786-0909 FX: 972-786-0910	
Texas Association of Mexican American Chambers of Commerce (TAMACC) Website: www.tamacc.org Contact: Pauline Anton Email: panton@tamacc.org Phone: 512-444-5727	
Construction News Group	
Texas Association	
START SELECTED VENDORS HERE	
Sutton Beebe Babin Architects LLC 415 S First St Ste 120 Lufkin TX 75901 PH: 936-632-3353 Tommy Dorsey	
Perkins & Will 1001 McKinney Street, Suite 1300 Houston, TX 77002 PH: 713-366-4000 Diana Davis	
WHR Architects 20 Greenway Plaza Ste 450 Houston TX 77046 PH 713-665-5665 FX-713-852-3753	

IFB/RFQ/RFP # AE-FORESTRY AND AG BLDG PROJECT-2023**Opening date 4/20/23 time 8:30 am**

GLS- Goodwin, Lasiter, Strong 1609 S Chestnut St Ste 104 Lufkin TX 75901 936-634-4475 Mark Strong	
Facility Programming and Consulting 1221 Broadway Street, Suite 101 San Antonio, TX 78215 210-228-9600	
SmithGroupJJR Susan Arneson 313-442-8460	
Kirksey Architecture Steve Durham 6909 Portwest Drive Houston, Tx 77024 713-850-9600	
Cox Concrete Contractors, Inc. Brenda Jones P O Box 631447 Nacogdoches, TX 75963 936-564-6500	WO/F
Fender-Andrade Architects, LLC Carolina Marquez 201 S Calhoun St, Suite 113-C Fort Worth, Tx 76104 214-722-4906	HI/M
Harrison Kornberg Architects, LLC. Kelsey Padgett 3800 Buffalo Speedway, Suite 550 Houston, Tx 77098 713-229-0688	BL/M

IFB/RFP # AE-FORESTRY AND AG BLDG-2023**Opening date 4/20/23 time 8:30 am**

Polkinghorn Group Architects, Inc. Renita Works 925 S Capital of Texas Hwy, Suite A-200 West Lake Hills, TX 78746 512-327-4404	WO/F
Studio Red Architects Mr. Pete Garrett, Partner 1320 McGowen Houston, TX 77024 713-622-5333	
Page Sutherland Page, Inc. Mr. Mattia Flabiano III, Senior Principal 1800 Main Street, Suite 123 Dallas, TX 75201 214-522-3900	
DLR Group, Inc. Kirk Madison 816 Congress Avenue, Suite 1600 Austin, TX 78701 512-898-9090	
Gensler Raffael Scasserra PH: 713-844-0000	
Perez Architecture Studio, LLC 1412 Fernwood Dr Mesquite, TX 751449 PH: 214-718-0584	HI/M
Stoa International Architects, Inc. 6001 Savoy Dr, Ste 100 Houston, TX 77036 PH: 713-995-8784	AS/M
THR3E Design LLC 9301 Southwest Fwy Ste 350 Houston, TX 77074 PH: 832-498-5489	HI/M

IFB/RFP/RFP # AE-FORESTRY AND AG BLDG-2023**Opening date 4/20/23 time 8:30 am**

Barham Architects, LLC 5610 Old Bullard Rd, Ste 204 Tyler, TX 75703 PH: 903-561-8110	WO/F
Jacqui Dodson, AIA Architecture JDAI Studio 2105 Arpdale St. Austin, TX 78704 PH: 512-699-9708	WO/F
Architecture & Quality Assutance Studio PO Box 703398 Dallas, TX 75370 PH: 214-802-3484	WO/F
McKinney York Architects, Inc. 1301 E 7 th St Austin, TX 78702 PH: 512-476-0201	WO/F