



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND PROPERTY SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR QUALIFICATIONS

RFQ NUMBER

LEGAL-2019

RESPONSES MUST BE RECEIVED BEFORE:

5:00PM, THURSDAY, JUNE 20, 2019

MAIL RESPONSES TO:

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

Show RFQ Number, Due Date and Time on Return Envelope

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

REFER INQUIRIES TO:

Kay Johnson
Stephen F. Austin State University
Procurement and Property Services
936.468.4037
email: johnsondk6@sfasu.edu

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Qualifications #LEGAL-2019**

TABLE OF CONTENTS

Section 1 – INTRODUCTION

- 1.1 Scope of Request
- 1.2 Term
- 1.3 Respondent Qualifications
- 1.4 SFA Information
- 1.5 Schedule of Events
- 1.6 Open Records
- 1.7 Historically Underutilized Businesses
- 1.8 Confidentiality
- 1.9 Cost Incurred in Responding
- 1.10 U.S. Department of Homeland Security's E-verify system
- 1.11 Israel Non-Boycott Verification
- 1.12 Contracts with Foreign Terrorist Organizations prohibited

Section 2 – STATEMENT OF WORK

- 2.1 Scope of Work
- 2.2 Intellectual Property
- 2.3 Immigration
- 2.4 Public Finance & Bond Issuance
- 2.5 Financial
- 2.6 Real Estate
- 2.7 Tax
- 2.8 Communications (FCC)
- 2.9 Wills, Trusts and Estates
- 2.10 Health
- 2.11 Oil and Gas, Mineral Interest, and/or Utilities Matters
- 2.12 Employment
- 2.13 Higher Education
- 2.14 Sports
- 2.15 Public School Law

Section 3 – INSTRUCTIONS TO RESPONDENTS

- 3.1 Contact Information
- 3.2 Submittal Deadline and Location
- 3.3 Submittal Instructions
- 3.4 Evaluation Criteria
- 3.5 Response Format
- 3.6 Acceptance and Formation of Agreement

EXHIBITS

- Exhibit A Execution of Offer
- Exhibit B Acknowledgment of Addenda
- Exhibit C Form of Response
- Exhibit D Non-Collusion Affidavit

**SECTION 1
INTRODUCTION**

1.1 SCOPE OF REQUEST

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking responses from law firms and attorneys interested in providing outside counsel services in the area(s) of: Intellectual Property, Immigration, Public Finance and Bond Issuance, Financial; Real Estate, Tax, Communications (FCC), Wills, Trusts and Estates, Health, Oil and Gas, Mineral Interest, and/or Utilities Matters, Employment, Higher Education, Sports, and Public School Law.

1.2 TERM

This RFQ and the selected responses thereto will establish a “Pre-Approved List” of law firms or attorneys practicing in each of the areas of law identified in Section 2, Statement of Work, so that the Stephen F. Austin State University Office of the General Counsel, on behalf of the University, may contract with those law firms or attorneys as appropriate to serve as counsel representing the University on specific matters as the need arises during the contract term. The contract term shall be for a period of two (2) years, beginning September 1, 2019 and ending August 31, 2021.

1.3 RESPONDENT QUALIFICATIONS

Firms selected from this RFQ will be required to maintain an office staffed with personnel who are responsible for providing legal services to the University. Attorneys representing the University in matters of Texas law must be licensed by the State Bar of Texas.

1.4 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 had an enrollment of 13,144 full and part-time students during the fall 2018 semester. Most staff positions are based on a 12-month appointment coinciding with the fiscal year (9/1-8/31). Contracts are executed only for faculty members, and limited other appointments. A nine-member Board of Regents is appointed by the governor of Texas, with each regent serving staggered six-year terms.

1.5 SCHEDULE OF EVENTS*

Issuance of Request for Qualifications	May 31, 2019
Request Closing	June 20, 2019 5:00pm
Evaluation of Responses	June 21, 2019 – June 30, 2019
Notification of Selection for the “Pre-approved list”	July, 2019

*Dates are tentative and subject to change.

1.6 OPEN RECORDS

The parties understand the information exchanged in the negotiation process is confidential to the fullest extent permitted by law, and neither party will disclose such information to anyone other than representatives of the negotiating parties except as required by Texas law. Final awards and contracts, after all negotiations are completed, may be subject to the Texas Public Information 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.

1.7 HISTORICALLY UNDERUTILIZED BUSINESSES

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

1.8 CONFIDENTIALITY

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

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

1.9 COST INCURRED IN RESPONDING

All costs directly or indirectly related to preparation of a response to this RFQ or any supplemental information required to clarify your original response shall be the sole responsibility of, and shall be borne by, your firm.

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

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

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

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

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

1.11 ISRAEL NON-BOYCOTT VERIFICATION

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

1.12 CONTRACTS WITH FOREIGN TERRORIST ORGANIZATIONS PROHIBITED

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

SECTION 2 STATEMENT OF WORK

2.1 SCOPE OF WORK

- 2.1.1 Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking responses from law firms and attorneys interested in providing outside counsel services in the area(s) of: Intellectual Property, Immigration, Public Finance and Bond Issuance, Financial, Real Estate, Tax, Communications (FCC), Wills, Trusts and Estates, Health, Oil and Gas, Mineral Interest, and/or Utilities Matters, Employment, Higher Education, Sports, and Public School Law.
- 2.1.2 All work shall be performed under the direction and supervision of the University’s Office of the General Counsel. The number and length of contracts resulting from this RFQ and all procedures relating to such contracts are within the discretion of SFA, contingent upon approval of the OAG.
- 2.1.3 All contracts for outside legal services and invoices issued under those contracts are subject to the OAG’s administrative rules related to the retention and contracting of outside legal counsel by university systems and institutions of higher education (*Title 1, Chapter 57 of the Texas Administrative Code*). A bidding firm should familiarize itself with the requirements of those administrative rules, including the conflict of interest disclosure statement and administrative fee sections, and review the Outside Counsel Contract template promulgated by the OAG.
- 2.1.4 Upon approval of the OAG, outside counsel may represent the University in court and other legal proceedings.

2.2 INTELLECTUAL PROPERTY

- 2.2.1 Assisting in making presentations and required submissions and obtaining approval of patents and other intellectual property;
- 2.2.2 Preparing resolutions, agreements, contracts, and other documents to which the University is a party and which will be necessary in connection with the issuance of patents;
- 2.2.3 Attending meetings as requested;
- 2.2.4 Preparing patents, licensing agreements, and other such documents;
- 2.2.5 Representing SFA in presentations and proceedings involving patent applications;
- 2.2.6 Representing SFA in presentations and proceedings involving trademark infringement;
- 2.2.7 Representing SFA in presentations and proceedings involving copyright infringement;
- 2.2.8 Rendering advice to the University on intellectual property matters, including patent, trademark and copyright;
- 2.2.9 Assisting on other matters necessary or incidental to the intellectual property operations of SFA.

2.3 IMMIGRATION

- 2.3.1 Representing the University in matters relating to immigration and employment;

- 2.3.2 Representing the University when it recruits and hires international applicants in order to fill vacant faculty or other positions. This involves sponsoring candidates to obtain appropriate work authorization and the University's paying of fees and costs associated with filing the labor certification application.

2.4 PUBLIC FINANCE AND BOND ISSUANCE

- 2.4.1 Preparing all resolutions and other instruments pursuant to which bonds will be authorized, sold and delivered in consultation with the Board of Regents; the Underwriters with respect to the bonds, if any; the Financial Advisor(s); and the offices of the University and its component institutions;
- 2.4.2 Preparing any trust indenture or trust agreements authorizing or securing bonds;
- 2.4.3 Attending meetings of the Board of Regents to the extent required or requested with reference to authorization and issuance of bonds;
- 2.4.4 Attending meetings with prospective bond purchasers or rating agencies to the extent required or requested;
- 2.4.5 Attending meetings with the State Bond Review Board to the extent required or requested;
- 2.4.6 Obtaining approval for the bonds from the OAG and registration of the bonds by the Comptroller of Public Accounts of the State of Texas, as required by law;
- 2.4.7 Supervising the execution of bonds and delivery thereof to purchasers;
- 2.4.8 When so delivered, rendering the opinion covering the validity of the bonds under Texas law and the tax exempt status of the interest thereon under federal income tax laws;
- 2.4.9 Interpreting bond covenants and providing public finance-related advice when requested by the University.
- 2.4.10 Provide representation and advice in regard to filings or proceedings before administrative agencies, including, by way of example, the Texas Higher Education Coordinating Board, The Texas Bond Review Board, the Internal Revenue Service, the Securities and Exchange Commission, and the State Securities Administrator.

2.5 FINANCIAL

- 2.5.1 Advising and representing the University and in complex business and financial matters, including but not limited to the acquisition, formation, purchase or sale of University held business entities, equity shares in such entities, stocks, public-private partnerships, and other transactions;
- 2.5.2 Preparing and reviewing documents related to corporate and financial matters involving the University, its component institutions, and their affiliated private support organizations;
- 2.5.3 Assisting and representing the University in negotiations related to the matters stated in this section.

2.6 REAL ESTATE

2.6.1 Representation and advice regarding land development, acquisitions, dispositions, eminent domain, financings, entity formation (joint ventures, limited partnerships, limited liability companies, real estate investment trusts, business trusts), securitization, leasing, construction contracting, and workouts and restructurings. This includes but is not limited to the preparing and reviewing contracts and other documents intended for the acquisition, purchase, sale, lease, or development of real estate.

2.6.2 Advising SFA on issues related to public-private partnerships.

2.7 TAX

2.7.1 Representation and advice on taxation matters that apply to state agencies and their affiliated private support organizations, including but not limited to matters related to federal and state income, estate, gift, employment, ad valorem, excise taxes, and unrelated business income taxation. Such representation and advice may include matters related to taxation of any kind, including tax liens, tax garnishments, tax levies, tax assessments, tax valuations, as well as summonses, subpoenas, and discovery relating to tax matters; tax audits; appeals of tax issues; tax hearings before administrative law judges and magistrates; appeals to Internal Revenue Service (IRS) appeals officers, district court, U.S. Tax Court, U.S. District Court, U.S. Court of Claims, and other venues on tax matters; employee benefits such as Internal Revenue Code Section 125 cafeteria plans, defined benefit and contribution plans including the Texas Optional Retirement Program and various plans under the Internal Revenue Code; interaction with and representation before the IRS and other taxing authorities in any tax controversy; and charitable fundraising activities.

2.7.2 Preparing and reviewing tax returns and information submitted to the Internal Revenue Service and to state taxing authorities.

2.8 COMMUNICATIONS (FCC)

2.8.1 Advising and representing SFA in matters related to communications law, noncommercial broadcast issues, First Amendment, and broadcast journalism legal issues, including but not limited to issues regarding SFA radio, television and other mass communication outlets before the Federal Communications Commission and other state and federal agencies.

2.8.2 Preparing and reviewing documents related to licenses, permits, and fees associated with the SFA mass communications outlets.

2.9 WILL, TRUSTS AND ESTATES

2.9.1 Advising and representing SFA and affiliated private support organizations in matters related to planned giving by supporters of the institutions and the acceptance of donor gifts.

2.9.2 Advising as to the creation of legal instruments and structuring of mechanisms to best protect and enhance the growth of donated or other funds.

2.10 HEALTH

Advising and representing SFA in matters related to health law, including medical insurance billing, prompt pay discounts, HIPAA, and the review of health insurance payor contracts.

2.11 OIL AND GAS, MINERAL INTERESTS, AND/OR UTILITIES MATTERS

2.11.1 Advising, preparing, reviewing, and representing SFA as to contracts and leases relating to oil and gas, mineral interests and/or utilities matters.

2.11.2 Assisting, advising, and representing SFA in negotiations to procure natural gas and other utilities.

2.12 EMPLOYMENT

2.12.1 Representation and advice regarding employment law issues, including but not limited to human resources functions, employee benefits, and non-discrimination law.

2.12.2 Conduct, assist, or advise in internal investigations.

2.13 HIGHER EDUCATION

2.13.1 Representation and advice on federal and state laws and regulations relating to institutions of higher education, including but not limited to Title IX, Title VI, ADA and Section 504 compliance, the Family Educational Rights and Privacy Act (FERPA), the Jeanne Clery Disclosure of Campus Security Policy and Campus Crimes Statistics Act (Clery Act), accreditation, and federal student aid programs.

2.13.2 Representation and advice related to student affairs issues, including but not limited to compliance initiatives, policy development, and student conduct proceedings.

2.13.3 Conduct, assist, or advise in internal investigations.

2.14 SPORTS

Representation and advice regarding compliance with the rules and eligibility regulations of the National Collegiate Athletic Association and applicable intercollegiate conferences. In addition, advice and counsel relating to various state and federal laws and regulations relating to intercollegiate athletics.

2.15 PUBLIC SCHOOL LAW

Representation and advice regarding public school law issues regarding SFA charter school and other interactions with K-12 education.

SECTION 3 INSTRUCTIONS TO RESPONDENTS

3.1 CONTACT INFORMATION

- 3.1.1 All questions regarding the RFQ or response must be forwarded to the Director of Procurement and Property 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 Communication or contact with SFA Board of Regents members or University officials regarding this RFQ is expressly prohibited and will result in disqualification of your firm from consideration.

3.2 SUBMITTAL DEADLINE AND LOCATION

- 3.2.1 All responses must be received by SFA no later than 5:00pm, Thursday, June 20, 2019.
- 3.2.2 Responses must be in the office of the Procurement and Property Services Department by the time set for RFQ closing in order to be considered, and receipt by SFA. The university shall not be responsible for responses received after the due date and time. Late responses will not be considered under any circumstances. Properly identified late responses will be returned to the respondent.
- 3.2.3 Electronically mailed responses are required.
- a. Responses submitted electronically should be emailed to bids@sfasu.edu. Enter the phrase **RESPONSE – LEGAL-2019** in the subject line of the email message. The University shall not be responsible for or accept electronically submitted bids that are delivered to the any email other than those shown above, whether the error was the fault of the sender or either party's mail server.
- 3.2.4 Responses will be publicly opened Friday, June 21, 2019 at 8:00am in the office of the Director of Procurement, 2124 Wilson Drive. Only the names of the Respondents will be read aloud.
- 3.2.5 Responses received after the time for closing will be returned to Respondent regardless of the circumstance. It is the responsibility of the Respondent to get the response delivered in a timely manner, regardless of delivery method or circumstances.
- 3.2.6 Responses may be withdrawn at any time prior to the time and date set for RFQ closing.
- 3.2.7 Stephen F. Austin State University reserves the right to accept or reject any or all responses and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.

3.3 SUBMITTAL INSTRUCTIONS

- 3.3.1 All responses must be submitted in the format prescribed in Section 3.5.
- 3.3.2 **Each Respondent should submit response electronically in pdf format to bids@sfasu.edu and enter the phrase RESPONSE – LEGAL-2019 in the subject line of the email message.**
- 3.3.3 All responses must be complete and convey all of the information requested to be considered responsive. If the response fails to conform to the essential requirements of the RFQ, SFA alone will determine whether the variance is significant enough to consider the response susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.
- 3.3.4 Each respondent, by submitting a response, represents that the respondent has read and completely understands the request for qualifications documents and agrees to abide by the terms of this RFQ and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for qualifications shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.
- 3.3.5 Responses shall be signed by a legally authorized representative of the Respondent. Unsigned responses (Exhibit A) will be rejected as a material failure.

3.4 EVALUATION CRITERIA

Evaluation of the responses will be performed by an evaluation committee representing Stephen F. Austin State University. In accordance with Rule 57.4 of the Texas Administrative Code and Texas Government Code, sections 1201.027 and 2254.004, the University will evaluate responses to this RFQ to identify the firm(s) it determines to be the most highly qualified. Selection of outside counsel will be made on the basis of demonstrated competence and qualifications to perform the specified legal services. Fees may not be considered and may not be indicated in responses to this RFQ. The university shall be the sole judge of determining which response(s) represents the best value to the university.

3.5 RESPONSE FORMAT

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

3.6 ACCEPTANCE AND FORMATION OF AGREEMENT

- 3.6.1 No recommendation for award will be made until Stephen F. Austin State University is fully satisfied that the Respondent is professionally competent and properly equipped to render the specified service.
- 3.6.2 Based on the evaluation, SFA will select responses to establish a “Pre-Approved List” of law firms or attorneys practicing in each of the areas of law identified in Section 2, Statement of Work. The University reserves the right to select one or multiple responses related to each of the areas of law identified in Section 2, Statement of Work.
- 3.6.3 The University guarantees no minimum amount of work to be contracted as a result of being selected for the “Pre-Approved List”. As needed, the University will attempt to negotiate a contract at a fair and reasonable price with such firm(s) deemed to be most highly qualified. If a satisfactory contract cannot be negotiated, the University will proceed with another firm.
- 3.6.4 The University reserves the right to negotiate all elements of a contract for legal services with the approval of the OAG, and to approve all personnel assigned to the University’s work. If personnel assignments are to be changed, the firm will have to submit resumes of the to-be assigned attorneys and their addition to the contract will be subject to the University’s approval.
- 3.6.5 Further, the University reserves the right to terminate a resulting contract for legal services, for any reason, subject to thirty (30) days prior written notice, and upon payment of earned fees and allowable expenses accrued as of the date of termination.
- 3.6.6 Any contract resulting from this RFQ must be approved by the General Counsel Division of the Office of the Attorney General.

**EXHIBIT A
EXECUTION OF OFFER**

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

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

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

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

Certifications:

Representations and Warranties by Respondent

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

Tax Certification

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

Eligibility to Receive Payment

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

Payment of Debt or Delinquency to the State

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

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

Federal Employer's Identification Number: _____

Sole Owner should also enter Social Security No.: _____

Respondent/Company: _____

Signature (INK): _____

Name (Typed/Printed): _____

Title: _____

Street: _____

City/State/Zip: _____

Telephone No/Fax No: _____

Email: _____

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

**EXHIBIT B
ACKNOWLEDGEMENT OF ADDENDA**

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

Addenda No. _____ Dated _____

Respondent/Company: _____

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

**EXHIBIT C
FORM OF RESPONSE**

Having carefully reviewed the specifications and related documents affecting the response to provide outside counsel to Stephen F. Austin State University, the following information is provided in accordance with the Request for Qualifications documents:

1. Overview of the Firm

Provide a brief description of your firm, including the total number of attorneys and employees, the number of attorneys practicing in the area(s) of law for which you are responding, and the number of years the firm has been engaged in such practice in Texas (if on a matter of Texas law) or generally. Explain how your firm is organized and how its resources will be applied to the University's work.

2. Qualifications

Provide a brief narrative of your firm's work since June 2013 assisting higher education clients in the area(s) of law for which you are responding.

3. Resumes

Provide resumes of those persons who would be assigned to serve the University, and indicate specifically the proposed role of each individual. The resumes must clearly specify the number of years the attorney has been licensed to practice law in Texas and/or other jurisdiction, and the number of years' experience in the area(s) of law in which he/she is expected to work for the University. Further, identify who would be assigned as the primary, day-to-day contact for the University.

4. Business Practices

- A. Describe your previous experience and involvement working with HUB certified firms (if your firm is not HUB certified) or as a HUB certified firm in a co-counsel relationship. Please describe your firm's approach to working with co-counsel, including level of effort, division of duties and providing opinions.
- B. Describe efforts made by the firm to encourage and develop the participation of minorities and women in the provision of the firm's legal services.

5. Conflicts of Interest

Please disclose any actual or potential conflicts of interest. In addition, identify each matter in which the firm has, within the past calendar year, represented any entity or individual with an interest adverse to the University or to the State of Texas, or any of its boards, agencies, commissions, universities, or elected or appointed officials.

6. Reference

Please provide names, addresses, and phone number of three (3) references.

**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 _____