



STEPHEN F. AUSTIN STATE UNIVERSITY

NACOGDOCHES, TEXAS

PROCUREMENT AND BUSINESS SERVICES

P. O. Box 13030

NACOGDOCHES, TX 75962

REQUEST FOR PROPOSAL

RFP NUMBER

SOUND RECORDING TECHNOLOGY STUDIO-23

PROPOSAL MUST BE RECEIVED BEFORE:

5:00PM, MONDAY, OCTOBER 21, 2022

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 and Business Services** before the hour and date specified for receipt of proposal.

REFER INQUIRIES TO:

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

**STEPHEN F. AUSTIN STATE UNIVERSITY
Request for Proposal #SOUND RECORDING TECHNOLOGY STUDIO-23
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- Exhibit A Execution of Offer
- Exhibit B Acknowledgment of Addenda
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- Exhibit D Non-Collusion Affidavit
- Exhibit E Qualifications, Experience, and References
- Exhibit F HUB Subcontracting Plan
- Exhibit G Standard Contract Addendum

SECTION 1 INTRODUCTION

1.1 SCOPE OF PROPOSAL

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from qualified vendors for sound recording studio equipment and installation at the studio facility within the newly renovated Griffith Fine Arts Building. The entire building is currently under construction and is estimated for completion in March 2023. All equipment, material and labor will need to be provided by the contractor. The building is located at 2222 Alumni Drive, Nacogdoches, Texas 75965.

1.2 PROJECT TIMELINE

The timeframe of this project is expected to begin on or around November 1, 2022 and end August 1, 2023.

1.3 SFA INFORMATION

- 1.3.1 Stephen F. Austin State University is a comprehensive, regional institution located in Nacogdoches, Texas. The University enrolls 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.

Since its founding in 1923, Stephen F. Austin State University has established a reputation of providing a traditional, residential college experience serving approximately 3,500 students making SFA residence halls their home-away-from-home. To meet the needs of these students, SFA employs approximately 1600 full and part-time faculty and staff and operates as an agency of the State of Texas. The Board of Regents is the nine-member governing body of SFA. Regents are appointed by the governor of Texas and serve staggered six-year terms.

1.4 SCHEDULE OF EVENTS*

*DATE	EVENT
September 28, 2022	Issuance of Request for Proposal
October 4, 2022 at 11:30	Recommended Zoom Meeting-See Section 3.2
October 6, 2022 by 5:00 PM	Deadline for Questions
October 10, 2022 by 5:00 PM	Question and Answer Addenda Document Posted, if any
October 21, 2022	Requests for Proposals Due
October 24, 2022 at 8:30am	Proposals Opened
October 24-28, 2022	Evaluation of Proposals and Selection of Finalist and/or Negotiations
November 1, 2022	Notification of Award
November 10, 2022	Fully executed Agreement
November 14, 2022	Scope of Work to begin

*Dates are tentative and subject to change; time listed is Central Standard Time

1.5 OPEN RECORDS

SFA anticipates that the review of the proposals will be completed and awarded in November 2022. Due to the nature of the proposals, 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 open records request. Additionally, state law requires each contract for the purchase of goods or services to be posted on the University's website. By entering into a contract with the University, the firm acknowledges and accepts the University will comply with all applicable laws regarding the public posting of contracts.

1.6 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

1.7 GROUP PURCHASING AUTHORITY

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

1.8 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, Contracting Party agrees to use their best efforts to mitigate the impact of the occurrence so that University may continue to provide mission critical services during the Force Majeure Occurrence.

1.9 RIGHT TO MODIFY

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

1.10 PERFORMANCE AND PAYMENT BONDS

The cost of all bonds must be included in the response.

If the bid amount is greater than \$100,000, a performance bond is to be provided in the amount of 100% of the contract amount. If the bid amount is greater than \$25,000, a payment bond is to be provided in the amount of 100% of the contract amount. These bonds are to be made payable to SFA, are to be drawn on a surety authorized to do business in the State of Texas, and are to be on forms acceptable to the University.

Required bonds are to be delivered to the SFA Purchasing Department within ten (10) days of notification award. Failure to submit the bond within the required timeframe will be considered breach of contract, and any contract awards, either verbal or in writing will be considered null and void.

1.11 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**SEE EXHIBIT F – 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 F.

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:
22.0% for Commodities

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 Office of Procurement and Business Services, Kay Johnson, 936-468-4037, johnsondk6@sfasu.edu

Failure to submit the HUB Subcontracting Plan may disqualify the entire response from consideration

1.12 ADDITIONAL TERMS AND CONDITIONS

<https://www.sfasu.edu/docs/procurement-business-services/purchase-order-general-terms-conditions.pdf>

SECTION 2 STATEMENT OF WORK

2.1 SCOPE OF WORK

Stephen F. Austin State University, hereafter referred to as “SFA” or “the University”, is seeking proposals from -qualified vendors for a turn-key sound recording technology studio for our new Fine Arts Building Expansion Project . The scope of services is to furnish and install all equipment listed, complete patchbay system including all required design, labeling, cabling, commissioning, testing and training shall be complete no later than August 1, 2023. All equipment shall be compatible with the following university macOS software suites: ProTools, Ableton Live, Waves, Izotope Music Production bundles, and Native Instruments. The vendor shall provide equal, extended warranty on all new equipment of at least one year beyond the manufacture’s base warranty. Vendor will be required to field verify mounting locations, conditions, and hanging capacities and collaborate with the general contractor should modifications need to be made.

2.2 EQUIPMENT NEEDS OVERVIEW

- 2.2.1 Listed below is an equipment needs overview for each individual room within the new Sound Recording Technology (SRT) Studio located in the newly expanded Fine Arts Building. It is important to note that SFA is unable to supply an all-inclusive parts list until the time that the proposal is awarded and detailed conversations with vendors and installers can happen in order to develop the precise parts list, thus the inclusion of not to exceed allowances.

2.3 EDITING CLASSROOM 146

- 2.3.1 This room will be used for larger occupancy lectures, classes that require large visual aids, and editing instructions just to name a few topics. The classroom will also serve as the area’s lab during non-instruction time. This room will service many classes that require professional surround sound and visual systems for multimedia and recording arts instruction/demonstrations. Classes such as Music Editing, Film Music, Multimedia Sound Techniques, and Digital Orchestration are just a couple of examples of classes that will meet here.

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Area	Room
24" iMac, M2 chip, 32 GB, 1TB + keyboard & mouse	Mac	12	Lab	146
Scarlett 4i4, 4 in 4 out audio interface	Focusrite	12	Lab	146
Launchkey 25 MK2 Keyboard Controller	Novation	12	Lab	146
MDR-7506 Headphones, Foldable, Closed Circumaural	Sony	12	Lab	146
Power Conditioner, compact, non-rack mounted	Furman	12	Lab	146
R10 Ten Space 500 Series Rack	Rupert Neve Designs	2	Lab	146
Allowance, NTE - Additional virtual plug-ins	n/a	12	Lab	146
Wave Diamond Bundle, electronic delivery	Waves	5	Lab	146
iZotope Music Production Suite 3 EDU	iZotope	5	Lab	146
Native Instruments Komplete	Native Instruments	5	Lab	146
Ableton Live	Ableton	5	Lab	146
Avid Pro Tools HDX Core + Pro Tools Ultimate Software	Avid	5	Lab	146
Avid Pro Tools HDX Core Card	Avid	1	Lab	146
Rednet A16R Interface, with redundant networking	Focusrite	5	Lab	146
Rednet PCIeR Card	Focusrite	1	Lab	146

2.4 ISO BOOTH 147

- 2.4.1 Within the lab/classroom 146 is a recording isolation booth. This booth will be used for course topic recording demonstrations and student recording activities.

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Are	Room
24" iMac, M2 chip, 32 GB, 1TB + keyboard & mouse	Mac	1	Lab ISO	147
Focal Shape 65 - Compact Powered Monitor, Single Speaker	Focal	2	Lab ISO	147
Cardioid Dynamic Vocal Mic, SM7b, with desk arm	Shure	1	Lab ISO	147
Power Conditioner, compact, non-rack mounted	Furman	1	Lab ISO	147
X2P audio amplifier	Focusrite	2	Lab ISO	147

2.6 OFFICE 149

- 2.6.1 This room will be a dedicated post-production/mastering room for students, faculty, and special projects.

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Are	Room
Mac Studio MI Ultra, 32" 4K IPS monitor	Apple	1	Production Office	149
Focal Shape 65 - Compact Powered Monitor, Single Speaker	Focal	2	Production Office	149
Powered Studio Subwoofer 18S	Dynaudio	1	Production Office	149
Red 8 Line Thunderbolt 3 Audio Interface, 58 in/64 out	Focusrite	1	Production Office	149

2.7 OFFICE 152

- 2.7.1 This room is a faculty production suite. In addition to typical faculty activities, mixing and post-production lessons, critical listening, and evaluations occur in this room. Installation of Dolby Atmos system, which is already acquired, will be needed.

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Are	Room
Allowance (NTE), Installaton of Owner Furnished Dolby Atmos System	n/a	1	Production Office	152

2.8 OFFICE 153

- 2.8.1 This room is a faculty production suite. In addition to typical faculty activities, mixing and post-production lessons are giving in this room.

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Are	Room
Red 8 Line Thunderbolt 3 Audio Interface, 58 in/64 out	Focusrite	1	Production Office	153

2.9 STUDIO A

2.9.1 Studio A Overview:

This is our flagship studio. In this studio, 3rd and 4th year undergraduate students and graduate students will be trained in modern studio operations, techniques, and music production. Hands-on courses and special studio ensembles will occur daily. Music ensemble performances, recording sessions, and classes will occur daily in this studio. This area must be fully equipped to record chamber orchestra, large hybrid ensembles, choir, jazz bands, and modern popular ensembles. In addition to educational use, this area will also be used for special event studio concerts, master classes, and multimedia collaborations and events.

2.9.2 Control Room 165

This room is designed to be a professional level studio control and education room. It has been designed suit our pedagogical goals and meet industry standards, norms, and expectations.

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Area	Room
Rupert Neve Designs 5088 Console, Custom Build				
64 Channel 5088 w/Producer Desk *details below	Rupert Neve Designs	1	Studio A	165
Allowance, NTE - Console Upgrade Package	Rupert Neve Designs	1	Studio A	165
SCM200 Large Format Powered 3 Way Monitor + matching subwoofers	ATC	1	Studio A	165

The *5088 Console Configuration consists of the following:

Qty	Description
1	5088 16 Shelford Channel Master
3	5088 16 Channel Expander
1	5088 Penthouse, 25 position Main
3	5088 Penthouse, 16 position Expander
1	5088 Meterbridge, Main, 24 Channel VU, Shelford
3	5088 Meterbridge, Expander, 16 Channel VU, Shelford
1	64 Channle Swift Mix System
1	Swiftmix Master Controller
64	5052 Shelford Mic Pre/Inductor EQ
3	5088 PH/ Shelford 25-way power supply
1	5088 Producers Desk, with Penthouse and Meterbridge
2	Crage, Large, 32 channel

2.9.3 166 – Main Studio

Equipped for a variety of recording situation, up to, but not limited, chamber orchestra.

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Area	Room
Yamaha C6X 7' Concert Grand Piano	Yamaha	1	Studio A	166
Fender Rumble 100 1x12" 100-watt Bass Combo Amp	Fender	2	Studio A	166
Fender Champion 100 2x12" 100-watt Combo Amp	Fender	2	Studio A	166
GRAMMA v2 Isolation Riser - Single (platform)	Auralex	4	Studio A	166
JDX 48, Active class-A reactive speaker emulation direct box	Radial Engineering	1	Studio A	166
ST2 Pro Optimizer, 4ea - digital & analog, input & output, 4 processing channels, 2 BNC connectors for in/out world clock, with Bundle Optimizer Runtime4 + Optimizer Toolbox4	Trinnov	1	Studio A	166
3D Measurement Probe, Microphone	Trinnov	1	Studio A	166
Allowance (NTE) - Movable acoustic isolation panels	Gik Acoustics	1	Studio A	166
8-channel Microphone Preamplifier, M-801	Grace Design	1	Studio A	166
Limiting Amplifier, 1176 LN	Universal Audio	2	Studio A	166
Leveling Amplifier, LA-2A	Universal Audio	1	Studio A	166
Opto Tube Compressor (mono), CL 1B	Tube Tech	1	Studio A	166
Two-band EQ, EQP-1A Program Equalizer	Pultec	1	Studio A	166
Stereo Tube EQ, Manley Massive Passive	Manley	1	Studio A	166
Classic Tube Recording Channel, LA-610 Mk II	Universal Audio	1	Studio A	166
VHD 500 Series Mic Pre	SSL (solid state logic)	2	Studio A	166
Discrete Mic / Line Pre, 512C	API Audio	2	Studio A	166
Three-Band Equalizer, 550A	API Audio	2	Studio A	166
500 Series microphone preamp, TG2-500	Chandler Limited	1	Studio A	166
SSL Stereo Bus Compressor Module for 500 Series	SSL (solid state logic)	1	Studio A	166
Analog processing tool, Fusion	SSL (solid state logic)	1	Studio A	166
Parametric Equalizer, MEA-2 Mastering Equalizer	Maselec	1	Studio A	166
Mastering Equalizer, 6-band EQ4M Dual Channel Mastering EQ	Magg	1	Studio A	166
UnderTone Audio UnFairchild 670M II	UnderTone	1	Studio A	166
Allowance (NTE) - Addtl Outboard Eqs, Compressors, Mics, Monitoring, etc.		1	Studio A	166

2.9.4 166D – ISO Booth (Drum)

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Area	Room
4 Piece Performance Drum Set	DW	1	Studio A	166D
ClearSonic A2466x7 7-Section Drum Isolation Shield	Clear Sonic	1	Studio A	166D
X2P audio amplifier	Focusrite	1	Studio A	166D

2.9.5 166B – ISO BOTH (VOICE)

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Area	Room
X2P audio amplifier	Focusrite	1	Studio A	166B

2.9.6 166C – ISO BOOTH

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Area	Room
X2P audio amplifier	Focusrite	1	Studio A	166C

2.10 STUDIO B

2.10.1 Studio B Overview

Studio B is our smaller, modern studio designed for smaller recording demonstrations and advanced surround sound recording topics.

2.10.2 Control 163

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Area	Room
Focal Shape 65 - Compact Powered Monitor, Single Speaker	Focal	2	Studio B	163
Allowance (NTE) Custom Build, Apple Mac Pro Rack	Mac	1	Studio B	163
MiniMain 12 - Pair / 4-Way Active Monitors	Barefoot Sound	1	Studio B	163
MiniMain 12 Stands - Pair / Sound anchor stand for MM12	Barefoot Sound	1	Studio B	163
R10 Ten Space 500 Series Rack	Rupert Neve Designs	2	Studio B	163
MicroMain 27 Gen 2 Pair, 3-way nearfield/main/mastering monitor pair	Barefoot Sound	1	Studio B	163

2.10.3 Project Studio 161

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Area	Room
Allowance (NTE) - Movable acoustic isolation panels	Gik Acoustics	1	Studio B	161
Stereo Tube EQ, Manley Massive Passive	Manley	1	Studio B	161

2.10.4 AV Network 159 Overview

This is the SRT facility dedicated equipment room. Existing RedNet and Dante remote computer systems will be located here.

2.10.5 Room 158 – De-Casing/green Room

This room is for musician case and instrument storage during sessions. It will also serve as a green room/staging area for artist and guest who are waiting to enter the recording sessions.

2.11 MISCELLANEOUS

2.11.1 Facility Wide Allowances

The following allowances have already been set as a not to exceed amount (NTE) in the cost proposal template.

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Area	Room
Allowance (NTE) - Monitoring headphones, tracking headphones and Focusrite AM2, Dante amplifiers,	Focusrite, Sony	1	All	All
Allowance (NTE) - Microphone Stands		1	All	All
Allowance (NTE) - Microphones, Chamber Orchestra, Instruments	DPA, MicTech, Sennheiser, Ak	1	All	All
Allowance, NTE - Microphones, large diaphragm for solo and ambient, to include U67, AKG C414	Neumann + others	1	All	All

2.11.2 Services

DESCRIPTION	Basis of Design / Manuf	Quantity	Functional Area	Room
Allowance, NTE - Travel	n/a	1	Services	Services
Allowance, NTE - Additional acoustical materials	n/a	1	As Needed	As Needed
Allowance, NTE - Freight	n/a	1	Services	Services
Allowance, NTE - Complete patchbay system, entire facility	n/a	1	Services	Services

2.12 OTHER SPECIFICATIONS/WARRANTY

- All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from a nationally recognized testing laboratory (NRTL).
- Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

2.13 INSURANCE REQUIREMENTS

Contractor shall be responsible for and shall protect the University from loss of any funds collected while the funds are in the custody of the Contractor. Contractor shall promptly transmit to the University all funds collected regardless of any such loss. Contractor shall maintain in force for the period of this contract, and following its termination, for so long as the Contractor is engaged in collecting the University's accounts, a blanket performance bond in the amount of \$100,000 payable to the University to protect the University against any loss or failure of Contractor or any of its officers, employees or agents to transmit to the University for any reason monies collected as required by the contract. The bond shall be in a form and issued by a surety satisfactory to the University and shall require at least sixty (60) working days' advance written notice of cancellation to the University. These limits are minimum limits and Contractor shall increase the amount of the bond upon request of the University.

In addition to the above, Contractor, consistent with its status as an independent contractor, will carry the following insurance coverages in the form, with the companies and in the amounts (unless otherwise specified) as the University may require.

Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000.

Each Accident	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

Commercial General Liability Insurance with limits of not less than:

General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000

Medical Expenses (any one person) \$ 10,000

Commercial Automobile Liability Insurance covering all owned, non-owned or hired automobiles, with coverage for at least \$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

Policies must include a waiver of rights and subrogation and other rights in favor of University.

Further, University reserves the right to require Contractor to maintain additional or different insurance coverage that will adequately compensate University for any damages resulting from the negligence; recklessness; or the intentional acts of the Contractor or its agents.

2.14 OTHER GENERAL INFORMATION

- 2.14.1 Referenced room numbers are intended to match the construction drawings, actual room signage numbers will vary. Accommodations should be made on site (i.e. sticky notes, painters' tape, etc.) to protect from confusion. Coordinate with project management team prior to cabling, programming, or labeling of equipment to ensure accuracy.
- 2.14.2 Substitutions are not preferred, but are allowed, given equivalent specifications and compatibility requirements. Where substitutions are suggested, full spec sheets shall be provided, along with a side by side price comparison in the cost proposal.
- 2.14.3 Due to known equipment shortages, long lead times, and the desire to preserve compatibility, a final equipment package will be presented to the department for approval prior to order authorization.

2.15 REFERENCE PLANS AND CONSTRUCTION DRAWINGS

[SFA FINE ARTS – SRT CONSTRUCTION DRAWINGS](#)

SECTION 3 INSTRUCTIONS TO RESPONDENTS

3.1 CONTACT INFORMATION

- 3.1.1 All questions regarding the RFP, or response must be forwarded to the Procurement and Business Services office:

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

3.2 RECOMMENDED ZOOM MEETING/SITE VISIT

A recommended Zoom meeting will be scheduled for October 4, 2022 at 11:30am Central Time. All questions will be required to be submitted via email to bids@sfasu.edu no later than October 6, 2022 at 5:00pm in order to be answered and published via an addendum on October 10, 2022 by 5:00 pm. Please call the Procurement and Business Office main line at 936.468.2206 to be scheduled to be included in this Zoom Meeting. Please make sure you do this prior to October 4, 2022. The Meeting ID and passcode will be given to you at the time you call. Please be sure to provide company name, contact name, email and phone number at the time that you call.

- 3.2.1 Any interested vendor may choose to perform a site visit ONLY between October 4th – 7th, 2022, however due to the expedited process, it is not required. To coordinate and schedule a site visit please reach out to Jessica DeWitt, jdewitt@projectcontrol.com, or call 936.468.1993.

3.3 SUBMITTAL DEADLINE AND LOCATION

- 3.3.1 All proposals must be received by SFA no later than 5:00pm, Friday, October 21, 2022.

- 3.3.2 Proposals are to be submitted to:

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

- 3.3.3 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. Proposals must be in the office of the Procurement and Business Services Department by the time set for RFP 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.

- 3.3.4 Proposals will be publicly opened Monday, October 24, 2022 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.

- 3.3.5 Proposals received after the time for closing will be returned to Respondent unopened regardless of the circumstance. It is the responsibility of the Respondent to get the proposals delivered in a timely manner, regardless of delivery method or circumstances.
- 3.3.6 Faxed or electronically mailed proposals will not be accepted.
- 3.3.7 Proposals may be withdrawn at any time prior to the time and date set for proposal closing.
- 3.3.8 Stephen F. Austin State University reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities provided such waiver does not substantially change the offer or provide a competitive advantage to any Respondent in the judgment of Stephen F. Austin State University.

3.4 SUBMITTAL INSTRUCTIONS

- 3.4.1 All proposals must be submitted in the format prescribed in Section 3.7.
- 3.4.2 **Respondent shall submit one (1) complete electronic copy of the Proposal on electronic media** (e.g., USB Drive) 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 **THREE (3)** separate electronic files, one of which shall contain Respondent's Qualifications in pdf format, additional file shall contain **Exhibits A – D and F** in pdf format and Exhibit **C** in excel format.
- 3.4.3 All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, SFA alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.
- 3.4.4 Each respondent, by submitting a proposal, represents that the respondent has read and completely understands the request for proposal documents and agrees to abide by the terms of this RFP and any resulting agreement. Failure of the selected contractor to fulfill the provisions of this request for proposal shall in no way relieve the obligation of the Contractor to furnish all services necessary to carry out the provisions of the agreement.
- 3.4.5 Proposals shall be signed by a legally authorized representative of the Respondent. Unsigned proposals (**Exhibit A**) will be rejected as a material failure.

3.5 ACCEPTANCE AND FORMATION OF AGREEMENT

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

The university shall be the sole judge of determining which proposal represents the best value to the University.

- 3.5.4 By submitting a response, the Respondent agrees to accept an agreement including the scope of work and specifications herein and attached to this Request for Proposal.

3.6 EVALUATION CRITERIA

- 3.6.1 Initial evaluation will be based on a comprehensive review and analysis based on a weighted value of averaged evaluation scores and negotiation of the proposal that best meets the needs of the university. Submission of a proposal represents concurrence with this method of evaluation and award. Furthermore, Respondents will not, under any circumstances, dispute any award made using this method.

- 3.6.2 Initial evaluation of the proposals will be performed by an evaluation committee representing Stephen F. Austin State University. Proposals will be evaluated using the following criteria, which are listed below in no particular order.

3.6.3 Evaluation Criteria

- a. 25% - Respondent's qualifications and experience on relevant projects, identification of key project team members, including references;
- b. 30% - Quality of equipment offered; additional explanation or details to support cost proposal, where needed, include full spec sheets for substitutions
- d. 20% - Warranties long term customer service and maintenance plan, and include standard training and demonstration processes;
- e. 25% - Reasonableness of Financial Proposal for equipment costs; detailed financial proposal in Exhibit C excel format utilizing template provided;

3.7 PROPOSAL FORMAT

- 3.7.1 Proposals shall be prepared in a straightforward and concise manner, identifying clearly and concisely any deviations, enhancements and other differences that exist between the RFP and the respondent's proposed services. Emphasis should be placed on responsiveness to the RFP requirements, completeness and clarity of content and conformance to the RFP instructions. **Respondents shall organize their proposal in a point-by-point format according to Section 3.7.2.** Failure to follow point-by-point presentation could be grounds for disqualification.

- 3.7.2 Proposal shall include the following information and be submitted in the following order:

- a. Required Submittal – **failure to provide any of the following documents may result in disqualification of the proposal from further consideration**
 - i. Exhibit A – Signed Execution Of Offer
 - ii. Exhibit B – Acknowledgement of Addenda, if any
 - iii. Exhibit C – Financial Proposal including excel worksheet in excel format
 - iv. Exhibit D – Non-Collusion Affidavit
 - v. Exhibit E – Qualifications, Experience and References
 - vi. Exhibit F – Historically Underutilized Business (HUB) Subcontracting Plan

Stephen F. Austin State University reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the bid. SFA reserves the right to enter into an agreement, in the sole opinion of SFA, is deemed to represent the best value to SFA.

EXHIBIT A EXECUTION OF OFFER

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

Having carefully reviewed the specifications and related documents affecting the proposal to equip and install a sound recording technology studio in the newly renovated Fine Arts Building located on the campus of Stephen F. Austin State University, the undersigned submits the following Financial Proposal in accordance with the Request for Proposal documents:

Respondent Name: _____

Authorized Signature: _____

Please sign this document on signature line above and complete "Exhibit C Financial Proposal Detail" attachment to this proposal in its entirety. Note the columns titled *Line Total" and "Difference" are formulas. Please do not override.

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

QUALIFICATIONS, EXPERIENCE AND REFERENCES

(Please note: Qualifications shall be a MAXIMUM OF TWENTY-FIVE (25) PAGES. The cover, table of contents, divider sheets, HUB Subcontracting Plan, specification sheets and Execution of Offer do NOT count as printed pages.)

1. Provide a history of your organization including how long your firm has been in business under its present name and any structural changes contemplated in the next year.
2. Provide a brief overview of your firm and its demonstrated expertise and experience related to requested services.
3. Provide a brief resume of the firm's personnel that will be working on the implementation and maintenance phases.
4. Provide a description of experience working with college/universities and/or other entities on projects of similar size (or larger) and scope.
5. Submit documentation to demonstrate that your firm is financially stable and able to provide the requested services to the university.
6. Provide a minimum of three (3) client references for which Respondent currently provides similar services, including but not limited to higher education clients. The services provided should be similar to services requested in this RFP. At a minimum, include entity name, contact name, address, telephone number and email address, description of services provided, and time period of service. Particular weight will be given to similar projects in higher education.
7. Please provide your firm's standard form of agreement, if any, including all terms and conditions.
8. Provide a narrative description of product warranties and long term customer service plan.
9. Provide a statement that your firm can meet the required project timeframe.
10. Provide detailed description of maintenance plan costs, i.e. annual subscription fees.
11. Provide training and implementation plan for this turn-key project including post implementation.
12. Please note exceptions, if any, to SFA's standard contract addendum as referenced in Exhibit G.
13. Please provide a statement that you understand that a current Voluntary Product Accessibility Template (VPAT) for all applicable software and hardware must be provided for this turnkey project.

EXHIBIT F

HUB SUBCONTRACTING PLAN



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

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

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors 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.

Rev. 2/17

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

SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: _____ Description: _____

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

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

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

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



HUB Subcontracting Opportunity Notification Form

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

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

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

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____

State of Texas VID #: _____

Point-of-Contact: _____

Phone #: _____

E-mail Address: _____

Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: _____

Bid Open Date: _____

(mm/dd/yyyy)

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

1. Potential Subcontractor's Bid Response Due Date:

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

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

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

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

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

- Not Applicable

4. Bonding/Insurance Requirements:

- Not Applicable

5. Location to review plans/specifications:

- Not Applicable

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 "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

Help

Related Links

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

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 ASSITANCE 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, LLC	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

10:32 AM 11/17/2016

POTENTIAL HUB SUBCONTRACTORS PROVIDED WITH

Request for Proposal: #SOUND RECORDING TECH STUDIO 23

Issued by Stephen F. Austin State University

Closing Date/Time: October 21, 2022 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 Proposal 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.

803 - 18	Electronic Sound Equipment (Not Otherwise Classified)
840 - 50	Studio Equipment: Furnishings, Record and Tape Storage Cabinets, Tables, etc.
855 - 70	Sound Effects Equipment
939 - 77	Sound Equipment, Including Microphones, Speakers, Recording Equipment, etc., Installation, Maintenance and Repair

EXHIBIT G
SFASU STANDARD CONTRACT
ADDENDUM

STANDARD CONTRACT ADDENDUM

This Standard Contract Addendum ("Addendum") is between Stephen F. Austin State University ("University") and the party represented in the signature block below ("Contracting Party") and is incorporated by reference into the attached Agreement and all addendums, attachments, and exhibits thereto, numbered iContracts #####, between University and Contracting Party (the "Agreement"). Notwithstanding anything in the Agreement to the contrary, if there is any conflict or contradiction between the provisions of the Agreement and those in this Addendum, this Addendum will control and supersede all conflicting provisions, and Contracting Party waives any claim to the contrary.

1. Payment Terms. Payment terms for amounts due from University to Contracting Party under this Agreement (including but not limited to due dates, late fees, and interest) are governed by Chapter 2251 of the Texas Government Code. University is not responsible for the payment of collection costs or attorney's fees unless explicitly required by law.
2. Representations and Warranties by Contracting Party. If Contracting Party is a corporation, limited liability company, or any other entity organized and existing under state law, Contracting Party 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 this Agreement, and the individual executing this Agreement on behalf of Contracting Party has been duly authorized to act for and bind Contracting Party.
3. Tax Certification. If Contracting Party is a taxable entity as defined by Chapter 171, *Texas Tax Code* ("Chapter 171"), then Contracting Party certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, or that Contracting Party is exempt from the payment of those taxes, or that Contracting Party is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
4. 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*, Contracting Party certifies that it is not ineligible to receive this Agreement or any payments under this Agreement and acknowledges that University may terminate this Agreement and/or withhold payment and/or reimbursement if this certification is inaccurate.
5. Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, Contracting Party agrees that any payments owing to Contracting Party under this Agreement may be applied directly toward any debt or delinquency that Contracting Party 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.
6. Conflict of Interest. Contracting Party and each person signing on behalf of Contracting Party 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 University's Board of Regents, nor any employee or person, whose salary is payable in whole or in part by University, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
7. Products and Materials Produced in Texas. If Contracting Party will provide services under this Agreement, Contracting Party covenants and agrees that in accordance with Section 2155.4441, *Texas Government Code*, in performing its duties and obligations under this Agreement, Contracting Party 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.
8. Tax Exemption. University is exempt from the payment of taxes and will provide necessary documentation confirming its tax-exempt status.
9. Travel Expenses. If this Agreement requires University to reimburse Contracting Party for travel expenses, Contracting Party shall invoice all requests for reimbursement in accordance with the State of Texas travel, meal and lodging reimbursement guidelines and limitations applicable to State of Texas employees.
10. Delivery, Title, and Risk of Loss. All work performed by Contracting Party pursuant to this Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by University. In the case of any loss or damage to the goods or work prior to University's acceptance, such loss or damage will be Contracting Party's responsibility. Unless otherwise agreed to in writing, Contracting Party shall arrange and pay for all shipping charges, transit insurance, taxes, and custom charges and any fees and duties in connection with shipment of goods. Delivery of any goods to University pursuant to this Agreement must be FOB destination. Contracting Party shall hold title to and risk of loss of goods under this Agreement, including during tender to carrier until final delivery to University, at which time title and risk of loss and damage to goods shall transfer to University.
11. Insurance. University is insured for general liability insurance under a statewide program managed by the Texas State Office of Risk Management. Such insurance will satisfy any University insurance obligations in this Agreement, regardless of the type of coverage required. For the entire term of this Agreement ("Term"), Contracting Party shall

maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contracting Party will enter property owned or controlled by the University, Contracting Party shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of \$1,000,000 per accident and per employee; and (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$5,000,000 per occurrence; and (iv) for builders only: Builder's Risk all-risk coverage ending at final completion in the amount of the construction cost, including protection against named windstorm and flood. Risk of loss of any portion of the Project shall remain with Contracting Party unless and until such portion of the Project passes into the exclusive possession and control of University. All policies must contain a waiver of subrogation against University. Comprehensive General Liability and Commercial Automobile Liability policies must name University as Additional Insured and must include an endorsement to the policy that expressly extends coverage to University as an Additional Insured. All policies required to be maintained by Contracting Party under this Agreement shall be primary and noncontributory to any other insurance, self-insurance, or risk pooling arrangement maintained by University. Contracting Party shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by University. Contracting Party shall provide University Certificates of Insurance evidencing these insurance requirements prior to the start of work. Insurance policies will not be cancelled or altered until after sixty (60) days' unconditional written notice to University. In accordance with Texas state law, University shall not name any individual or entity as Additional Insured on a University insurance policy.

12. Indemnification. CONTRACTING PARTY SHALL INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTING PARTY, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.
13. Subcontracts. If Contracting Party subcontracts any of the work set forth in this Agreement, Contracting Party shall ensure that each subcontractor, vendor, affiliate, agent or representative agrees to and complies with all provisions of this Agreement and this Addendum. Contracting Party will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in this Agreement.
14. Assignment. Contracting Party shall not assign any of its rights under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of University. Contracting Party shall not delegate any performance under this Agreement, except with the prior written consent of University. Any purported assignment of rights or delegation of performance in violation of this provision is null and void.
15. Access by Individuals with Disabilities. To the extent Contracting Party is providing Electronic Information Resources, as described herein, to University, Contracting Party represents and warrants that the electronic and information resources, as defined by Texas law, and all associated information, documentation and support that it provides to University under this Agreement ("Electronic and information Resources (EIR) Accessibility Warranty"; collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapters 206 and 213 of the Texas Administrative Code. University may review, test, evaluate and monitor Contracting Party's EIRs for compliance with the EIR Accessibility Warranty. Contracting Party agrees to cooperate fully and provide University timely access to EIRs and other items and information needed to conduct such review, evaluation, testing and monitoring. Neither the review, testing (including acceptance testing), evaluation, or monitoring of any EIR, nor the absence of such review, testing, evaluation, or monitoring will result in a waiver of the University's right to contest the Contracting Party's assertion of compliance with the EIR Accessibility Warranty. To the extent Contracting Party becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contracting Party represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event Contracting Party fails or is unable to do so, then University may terminate this Agreement and Contracting Party will refund to University all amounts University has paid under this Agreement during the time Contracting Party was out of compliance with the EIR Accessibility Warranty within thirty (30) days after the termination date.
16. Other Agreements. This Agreement and Addendum is the entire agreement between University (including University's employees) and Contracting Party. Contracting Party may enter into terms of use agreements, end user license agreements ("EULA"), shrink-wrap provisions, or other agreements or understandings with users of a site or software who are not University's employees. University shall not be liable for the actions of the users of any application, site or services, other than University's employees and to the extent permitted herein. In the event that Contracting Party enters into terms of use agreements, terms of services agreements, EULA, shrink-wrap, click-through or other agreements or understandings, whether verbal or in writing, with University's employees, such as by requiring the employee to click an on screen indicator indicating "I accept" before allowing the user to access the application, site or service, such agreements shall be null, void and without effect, and the terms of this Agreement and this Addendum shall apply. Contracting Party acknowledges and agrees that no University employee other than its President has the

authority to bind University in contract. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contracting Party's website unless such terms and conditions are set forth in this Agreement. Contracting Party may not unilaterally change any term or condition of this Agreement.

17. Termination for Convenience. University may terminate this Agreement in writing at any time upon providing at least thirty (30) days written notice to Contracting Party. University will only be liable for payment for Services received prior to the effective date of such termination.
18. Loss of Funding. Performance by University under this 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 University (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contracting Party and University may terminate this Agreement without further duty or obligation hereunder. Contracting Party acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
19. State Auditor's Office. Contracting Party understands that acceptance of funds under this 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*. Contracting Party agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contracting Party will include this provision in all contracts with permitted subcontractors.
20. Limitations. THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY'S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE "LIMITATIONS"), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.
21. Sovereign Immunity. The Parties stipulate and agree that no provision of, or any part of this Agreement between University and Contracting Party, or any subsequent change order, amendment, or other Agreement 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 University 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.
22. Access to Public Information. Contracting Party is required to make any information created or exchanged with University 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 University. Contracting Party acknowledges that University may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
23. Confidentiality. During the course of the work and/or services to be provided under this Agreement and for a period of five (5) years thereafter, Contracting Party may come in contact with confidential information of University. Contracting Party agrees to treat as confidential the information or knowledge that becomes known to Contracting Party during performance of this Agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by University. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contracting Party shall promptly notify University of any misuse or unauthorized disclosure of its confidential information and upon expiration of this Agreement shall return to University all confidential information in Contracting Party's possession or control. Contracting Party shall further comply with all University information security policies that may apply.
24. Title IX. 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 University-controlled property, including institutions and entities with whom 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 University's Title IX investigation; and, 3) Cooperate fully with all sanctions that 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, 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 immediate termination of business or contractual relationships.

25. Publicity. Contracting Party shall not use the University's name, logo, service mark, or other likeness in any press release, marketing materials, or other public announcement without receiving University's prior written approval.
26. Compliance. Contracting Party shall observe and abide by all applicable local, state, and federal laws, regulations, and University policies and procedures.
27. U.S. Department of Homeland Security's E-Verify System. By entering into this Agreement, Contracting Party certifies and ensures that it utilizes and will continue to utilize, for the term of this 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 this Agreement; and (ii) all persons (including subcontractors) assigned by Contracting Party to perform work pursuant to this Agreement, within the United States of America. Contracting Party shall provide, upon request of University, 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 Contracting Party, and Contracting Party's subcontractors, as proof that this provision is being followed. If this certification is falsely made, this Agreement may be terminated, at the discretion of the University and at no fault to the University, with no prior notification. Contracting Party shall also be responsible for the costs of any re-solicitation that the University must undertake to replace the terminated Agreement.
28. Israel Non-Boycott Verification. If this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of University, and if Contracting Party is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to *Texas Government Code* Chapter 2271, Contracting Party affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement, as that term is defined by Section 808.001 (1), *Texas Government Code*.
29. Dispute Resolution; Governing Law. This Agreement and the applicable statute of limitations for any disputes under this Agreement shall be brought in a court of competent jurisdiction in Nacogdoches or Angelina County, Texas and governed by Texas law. To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Agreement 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 University and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party that cannot be resolved in the ordinary course of business. The Vice President for Finance & Administration of University shall examine Contracting Party's claim and any counterclaim and negotiate with Contracting Party 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 Contracting Party, (ii) neither the issuance of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this contract constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (iii) University has not waived its right to seek redress in the courts.
30. FERPA Compliance. To the extent applicable, Contracting Party agrees to hold student information, including any personally identifiable student information or education records as those terms are defined under federal law, ("Confidential Data") in strict confidence and warrants to University that it will use reasonable industry practices to establish and maintain adequate procedures to ensure the confidentiality and privacy of such Confidential Data from unauthorized use or disclosure in violation of the Federal Family Educational Rights and Privacy Act ("The Buckley Amendment or "FERPA"), 20 USC 1232 g and not to use or disclose Confidential Data except as permitted or required by this Agreement, as required by law, or as otherwise authorized by University in writing. Contracting Party further agrees not to use Confidential Data for any purpose other than the purpose for which the disclosure to Contracting Party was made. Contracting Party shall continue to maintain the confidentiality and privacy of the Confidential Data retained in its system after cancellation, expiration or other conclusion of this Agreement. Upon termination, cancellation, expiration or other conclusion of this Agreement, Contractor shall return all Confidential Data to University or, if return is not feasible, destroy any and all Confidential Data. If Contracting Party destroys the information, it shall provide University with a certificate confirming the date of destruction of the data. Contracting Party shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Confidential Data received from, or on behalf of University or its students. These measures will be extended by contract to all subcontractors used by Contracting Party. Contracting Party shall, within one day of discovery, report to University any use or disclosure of confidential information not authorized by this agreement or in writing by University. Following this report, Contracting Party will conduct a timely and thorough investigation in an attempt to identify: (i) the nature of the unauthorized use or disclosure, (ii) the data used or disclosed, and (iii) who made the unauthorized use or received the unauthorized disclosure. At the

conclusion of this investigation, Contracting Party will furnish a confidential written report to University indicating the results of the investigation, what Contracting Party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and what corrective action Contracting Party has taken or shall take to prevent future similar unauthorized use or disclosure.

31. 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*.
32. Trafficking of Persons. Under Section 2155.0061, *Texas Government Code*, Contracting Party 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.
33. Cybersecurity Training Certification. In accordance with Section 2054.5192, *Texas Government Code*, if Contracting Party, or a subcontractor, officer, or employee of Contracting Party, will have access to a state computer system or database, then Contracting Party 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. Contracting Party shall verify to the University completion of the program by each such officer, employee, or subcontractor.
34. 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, Contracting Party agrees to use their best efforts to mitigate the impact of the occurrence so that University may continue to provide mission critical services during the Force Majeure Occurrence.
35. Buy American Iron and Steel. For orders in which iron or steel products will be used, Contracting Party 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*.
36. Energy Company Boycotts. Pursuant to Chapter 2274 of the *Texas Government Code*, to the extent applicable, Contracting Party 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.
37. Critical Infrastructure Affirmation. Pursuant to Section 2274.0102 of the *Texas Government Code*, Contracting Party certifies that neither it nor its parent company, nor any affiliate of Contracting Party 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.
38. Firearm Entities and Trade Associations Discrimination. Pursuant to Chapter 2274 of the *Texas Government Code*, for agreements that exceed \$100,000, Contracting Party 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.
39. Contractor Compliance and Certification Relating to Cloud Computing Services. Pursuant to Section 2054.0593 of the *Texas Government Code*, if Contracting Party provides cloud computing services under the Agreement and is authorized to access, transmit, use, or store data for University, Contracting Party is required to meet security controls established by the Texas Department of Information Resources (DIR) and determined by University, which are commensurate with University's risk under the Agreement based on the sensitivity of University's data. Upon reasonable request, Contracting Party will provide to University evidence that Contracting Party meets the security controls required under the Agreement. Contracting Party acknowledges this Agreement may be terminated and payment withheld if Contracting Party does not comply with this Section.
40. 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.

41. Debarment and Suspension. Pursuant to Executive Order 12549 and Executive Order 12689, the University 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 University includes suspension/debarment provisions in its purchase orders. By accepting the University's purchase order, the Contracting Party is certifying that, to the best of its knowledge, the Contracting Party/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.

UNIVERSITY

Stephen F. Austin State University

Signature

Name

Title

Date

CONTRACTING PARTY

Party Name

Signature

Name

Title

Date