REQUEST FOR QUALIFICATIONS

By:

The University of Texas at Arlington

For:

Selection of a Vendor to Provide
Fire Protection Engineering Services

RFQ No. 2017Q-001

Submittal Deadline: 3:00pm CPT on Tuesday, May 23, 2017

Issued: Friday, April 21, 2017
REQUEST FOR QUALIFICATIONS

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REQUEST FOR QUALIFICATIONS

SECTION 1

INTRODUCTION

1.1 Description of University

The University of Texas at Arlington ("UTA", The "University") is a Carnegie Research-1 "highest research activity" institution. With a projected global enrollment of close to 57,000 in Academic Year 2016-17, UTA is the largest institution in The University of Texas System. Guided by its Strategic Plan Bold Solutions | Global Impact, UTA fosters interdisciplinary research within four broad themes: health and the human condition, sustainable urban communities, global environmental impact, and data-driven discovery. UTA was recently cited by U.S. News & World Report as having the second lowest average student debt among U.S. universities. U.S. News & World Report also ranks UTA fifth in the nation for undergraduate diversity. The University is a Hispanic-Serving Institution and is ranked as the top four-year college in Texas for veterans on Military Times' 2017 “Best for Vets” list.

The University's main campus in Arlington includes approximately 420 acres bisected by Trading Horse Creek and more than 100 buildings (the “Campus”). UTA is home to the city's first mixed-use, residential and retail development—College Park District. The 7,000-seat College Park Center is the district's centerpiece and the new home court for UTA basketball and volleyball, concerts, commencement exercises and other major events. The two (2) other campuses operated by University are located in Fort Worth, Texas, at Riverbend Park and the University of Texas at Arlington Fort Worth Center.

1.2 Background and Special Circumstances

The University of Texas at Arlington ("Owner") is soliciting statements of qualifications ("Qualifications") for selection of an Engineering firm for fire protection engineering services to be provided "as needed" in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications.

1.3 Objective of this Request for Qualifications

The University of Texas at Arlington ("University") is soliciting qualified professionals ("Professional" or "Professionals") to submit qualifications in response to this Request for Qualifications for the selection of an Engineering Professional to provide Fire protection Engineering Services, RFQ Q2017-001 (this "RFQ"). The Services are more specifically described in Section 2.3.

1.4 Term of the Agreement

The initial term of the resulting Agreement will be for five (5) years, and thereafter the University shall have the right, at its option, to renew the Agreement for up to five (5) additional renewal terms of one (1) year each.

Prices for year one are to be firm. At the end of year one and each renewal (if any), the rates may be increased, decreased or remain unchanged. If an adjustment is requested by the vendor, the adjustment must be justifiable and substantiated by documentation from a recognized trade index for this service sector or commodity group. The index to be used must be mutually agreed upon by both the vendor and the University at least ninety
(90) days prior to the expiration of the then current term. If the price increase is not justifiable and the University and vendor cannot reach a mutually agreeable price, the Agreement may be terminated. Likewise, if the index shows a change in favor of the University, a corresponding decrease in price should be offered. In no instance shall an adjustment exceed 3% of the previous price.

1.5 Group Purchase Authority
Texas law authorizes institutions of higher education (Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of eight academic and six health universities described at http://www.utsystem.edu/institutions. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

1.6 Addenda and Additional RFP Documents

1.7 Parking
Employees of companies who park their personal vehicle in UTA parking facilities, or any property owned or controlled by UTA, to perform their duties are required to purchase a faculty/staff or daily permit. For more information visit the University's Parking and Transportation Services website at https://www.uta.edu/pats/parking/guest-parking.php.
SECTION 2

NOTICE TO PROFESSIONAL

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFQ until 3 p.m., Central Prevailing Time on May 23, 2017 (the “Submittal Deadline”).

2.2 University Contact Person

Professionals will direct all questions or concerns regarding this RFQ to the following University contact (“University Contact”):

Charlie Brooks  
Contract Specialist  
Charles.Brooks@uta.edu  
817-272-2140

University specifically instructs all interested parties to restrict all contact and questions regarding this RFQ to written communications forwarded to University Contact. University Contact must receive all questions or concerns no later than Friday, May 08, 2017. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

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

2.3.1 CRITERIA ONE: RESPONDENT’S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE AN INDEFINITE DURATION, INDEFINITE QUANTITY CONTRACT (Maximum of two (2) printed pages per question)

2.3.1.1 Provide a statement of interest for the contract including a narrative describing the Prime Firm’s unique qualifications as they pertain to services on an “as needed” basis.

2.3.1.2 Provide a statement on the availability and commitment of the Prime Firm and its principal(s) and assigned professionals to undertake the contract on an “as needed” basis.

2.3.1.3 Provide a brief history of the Prime Firm and each consultant proposed to be used on projects.

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

2.3.1.5 Provide a completed Standard Form 330 (Architect-Engineer Qualifications Questionnaire) – Part II for the Respondent and each proposed consultant firm or
individual (these pages do not count as printed pages). Only part II of Standard Form 330 is required since part I is already included in other areas of the RFQ.

2.3.2 CRITERIA TWO: PRIME FIRM'S ABILITY TO PROVIDE SERVICES

2.3.2.1 Provide the following information for the Prime Firm:

- Legal name of the company as registered with the Secretary State of Texas
- Address of the office that will be providing services
- Number of years in business
- Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc....)
- Number of Employees by skill group
- Annual revenue totals for the past ten (10) years

2.3.2.2 Provide the three (3) most recent audited financial statements documenting your firm's financial stability.

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

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

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

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

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

2.3.3 CRITERIA THREE: PROJECT TEAM'S ABILITY TO PROVIDE PROFESSIONAL FIRE PROTECTION ENGINEERING SERVICES

2.3.3.1 Describe, in graphic and written form, the proposed assignments and lines of authority and communication for principals and key professional members of each consultant that will be involved in the "as needed" services.

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

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

2.3.3.4 Describe the basis for the selection of the proposed sub-consultants and the role each will play for this "as needed" contract.
2.3.3.5 Describe the Prime Firm's process in working with consultants and integrating them into the "as needed" services.

2.3.4 **CRITERIA FOUR: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS**

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

- Project name, location, contract delivery method, and description
- Description of professional services Prime Firm provided for the project
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Consultants

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

- The Owner's name and representative who served as the day-to-day liaison including telephone number
- Contractor's name and representative who served as the day-to-day liaison including telephone number
- Length of business relationship with the Owner.

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

2.3.5 **CRITERIA FIVE: RESPONDENT'S PAST PERFORMANCE ON UT-ARLINGTON PROJECTS**

2.3.5.1 Identify and describe the Prime Firm's past experience on UT-Arlington projects within the last five (5) years. Projects may repeat with Section 3.4 above.

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

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

- Project name, location, contract delivery method, and description
- Description of professional services Prime Firm provided for the project
- Consultants

2.3.6 **CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE UT-ARLINGTON FIRE PROTECTION ENGINEERING AGREEMENT**

2.3.6.1 Provide a detailed list (i.e. bulleted) of all consultants you will provide to the Owner
under Basic Services on this “as needed” contract (including those outlined in Articles 1, 10 and 14 of the Agreement).

2.3.6.2 Provide a detailed list (i.e. bulleted) of all reimbursable services/expenses you will request from the Owner and on this project (including those outlined in Articles 5 and 14 of the Agreement).

2.3.6.3 In order to help facilitate and expedite execution of a UT-Arlington Agreement following selection of the “most” qualified candidate, please identify any terms of the Agreement you may request to be changed prior to signing the Agreement.

2.3.7 CRITERIA SEVEN: RESPONDENT’S KNOWLEDGE OF NFPA CODES AND RELATED BEST PRACTICES

2.3.7.1 Describe your project team’s demonstrated technical competence, knowledge of NFPA codes, and management qualifications with institutional projects, particularly those for higher education.

2.3.7.2 Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner’s project schedule. For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, provide examples of how these techniques were used.

2.3.7.3 Describe your firm’s service support philosophy, how it is carried out, and how success in keeping this philosophy is measured.

2.3.7.4 Describe the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of the projects listed above. Describe how you used these systems for any combination of three (3) projects listed in response to Criteria 3.4 and 3.5.

2.3.7.5 Describe the project team’s approach to assuring timely completion of this “as needed” contract, including methods you will use for schedule recovery if necessary.

2.3.8 CRITERIA EIGHT: RESPONDENT’S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS

2.3.8.1 Describe your understanding of the administrative challenges and opportunities associated with providing Professional Engineering services for The University of Texas at Arlington on this “as needed” contract, and your strategy for resolving these issues.

2.3.8.2 What do you perceive are the critical issues for this contract?

2.3.8.3 Understanding schedule limitations, describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner’s decision making.

2.3.8.4 For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.
2.4 Key Events Schedule

Date RFQ issued: April 21, 2017
Deadline for Questions/Concerns (ref. Section 2.2 of this RFQ): May 08, 2017
Submittal Deadline (ref. Section 2.1 of this RFQ): 3:00 p.m. Central Prevailing Time on Tuesday, May 23, 2017

2.5 Historically Underutilized Businesses

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a "HUB") in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFQ, Professional subcontracts any of the Services, then Professional must make a good faith effort to utilize HUBs certified by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPSS"). Proposals that fail to comply with the requirements contained in Sections 2.5.2 and 2.5.3 below will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFQ. Professional acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFQ. Furthermore, any subcontracting of the Services by Professional is subject to review by University to ensure compliance with the HUB program.
SECTION 3
SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit a total of two (2) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal. Copy one to be submitted in hard copy format. Copy two must be submitted on a flash drive.

3.2 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. Section 2.1 of this RFQ) and should be delivered to:

Physical Address
Charlie Brooks
Contract Specialist
The University of Texas at Arlington
219 W. Main St.
Arlington, TX 76019

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University’s acceptance for a minimum of ninety (90) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.4 Terms and Conditions

3.4.1 Professional must comply with the requirements and specifications contained in this RFQ, including the Agreement (ref. APPENDIX TWO), the Notice to Professional (ref. Section 2 of this RFQ), Proposal Requirements (ref. APPENDIX ONE) and the Specifications and Additional Questions (ref. Section 5 of this RFQ). If there is a conflict among the provisions in this RFQ, the provision requiring Professional to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1. Specifications and Additional Questions (ref. Section 5 of this RFQ);
3.4.1.2. Agreement (ref. APPENDIX TWO);
3.4.1.3. Proposal Requirements (ref. APPENDIX ONE);
3.4.1.4. Notice to Professionals (ref. Section 2 of this RFQ).
3.5 Submittal Checklist

Professional is instructed to complete, sign, and return the following documents as a part of its proposal. If Professional fails to return each of the following items with its proposal, then University may reject the proposal:

3.5.1 Signed and Completed Execution of Offer (ref. Section 2 of APPENDIX ONE)

3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. Section 6 of this RFQ)

3.5.3 Responses to Professional's General Questionnaire (ref. Section 3 of APPENDIX ONE)

3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of APPENDIX ONE)

3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. Section 5 of this RFQ)
SECTION 4

GENERAL TERMS AND CONDITIONS

NOTE: If Professional takes exception to any terms or conditions set forth in Section 4 of this RFP, Proposer must submit a list of the exceptions and/or proposed alternate language in their proposal. Any exceptions or alternate language will be reviewed the University and acceptance is at the sole discretion of the University.

4.1 General
The terms and conditions contained in this Section 4 or, in the sole discretion of University, terms and conditions substantially similar to these terms and conditions, will be included in any contract or agreement that results from this RFP (ref. Section 1.4 of APPENDIX ONE). If Proposer takes exception to any terms or conditions set forth in the Section 4, Proposer will submit a list of the exceptions as part of its proposal in accordance with Section 5.3.1 of the RFP. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

As indicated in Section 2.3 of this RFP, the successful Proposer is referred to as the “Contractor”.

4.2 Payment

University agrees to pay fees due under this Agreement in accordance with the Texas Prompt Payment Act (“Act”), Chapter 2251, - Government Code. Pursuant to the Act, payment shall be deemed late on the 31st day after the later of: 1) the date the performance of the Services under this Agreement are completed, or 2) the date University receives an invoice for the Services. University will be responsible for interest on overdue payments equal to the sum of: 1) one percent, plus 2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year (University’s fiscal year begins September 1) that does not fall on a Saturday or Sunday. University will have the right to verify the details set forth in Contractor’s invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action. The cumulative amount of all payments will not exceed the amount of this Agreement.

4.3 Tax Exemption

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Services in accordance with Section 151.309, Tax Code, and Title 34 Texas Administrative Code (“TAC”) Section 3.322.

4.4 Prompt Payment Discount

Notwithstanding any other provision of this Agreement, University is entitled to a “Prompt Payment Discount” of ___% off of each payment that University submits within ____ days after University’s receipt of Contractor’s invoice for that payment.

4.5 Contractor’s Obligations

4.5.1 Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. Contractor represents and warrants that
neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Business and Commerce Code, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor’s response to University’s procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

4.5.2 Contractor represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the Services in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor’s profession or business, and (b) all of the Services to be performed will be of the quality that prevails among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.

4.5.3 Contractor will call to University’s attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.

4.5.4 Contractor warrants and agrees that the Services will be accurate and free from any material defects. Contractor’s duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by University nor will Contractor be released from any liability by reason of any approval by University, it being agreed that University at all times is relying upon Contractor’s skill and knowledge in performing the Services.

4.5.5 Contractor will, at its own cost, correct all material defects in the Services as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Services within a reasonable time, then University may correct the defective Services at Contractor’s expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Services that University may have at law or in equity.

4.5.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Services.

4.5.7 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
4.5.8 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision [i] if a corporation, of Contractor’s articles of incorporation or by-laws, [ii] if a limited liability company, of its articles of organization or regulations, or [iii] if a partnership, of any partnership agreement by which Contractor is bound; (b) result in the violation of any provision of any agreement by which Contractor is bound; or (c) to the best of Contractor’s knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

4.5.9 Contractor represents and warrants that all of Contractor’s Personnel contributing to the Work Material (ref. Section 4.25) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of University) of the Work Material and each element thereof produced by the Personnel while performing services pursuant to this Agreement and (ii) make all assignments necessary to effectuate such ownership. "Personnel" means any and all persons associated with Contractor who provide any work or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors.

4.5.10 Contractor represents and warrants that: (i) the Services will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor for the benefit of University; (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

4.5.11 If this Agreement requires Contractor’s presence on University’s premises or in University’s facilities, Contractor agrees to cause its representatives, agents, employees and subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions

4.6 **Family Code Child Support Certification**

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

4.7 **Tax Certification**

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

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

4.9 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 The University of Texas System (the “Board”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University shall issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

4.10 Notices

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

If to University: Environment Health and Safety Office
University of Texas at Arlington
P.O. Box 19257
500 Summit Ave.
Arlington, TX 76019
Attention: Robert A. Smith, Assoc. Dir. EH&S

With copy to: Procurement Services
University of Texas at Arlington
219 W. Main St.
Arlington, TX 76010
Attention: Charles Brooks

If to Contractor: ________________________________
______________________________
Attention: ________________________________

or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, Government Code, then Contractor will send that notice to University as follows:
University of Texas at Arlington
Procurement Services
219 W. Main St.,
Arlington, TX 76010
Fax: 817.272.2885
Email: cornwell@uta.edu
Attention: Julia Cornwell

With copy to: University of Texas at Arlington
VP for Business Affairs & Controller
219 W. Main St.
Arlington, TX 76010
Fax: 817.272.7135
Email: kdperez@uta.edu
Attention: Kelly Davis

4.11 State Auditor’s Office

Contractor 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), 73.115(c) and 74.008(c), Education Code. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

4.12 Venue; Governing Law

Tarrant County, Texas, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

4.13 Breach of Contract Claims

4.13.1 To the extent that Chapter 2260, Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

4.13.1.1 Contractor’s claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor’s notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University
allegedly breached, the amount of damages Contractor seeks, and the
method used to calculate the damages. Compliance by Contractor with
subchapter B of Chapter 2260 is a required prerequisite to Contractor's
filing of a contested case proceeding under subchapter C of Chapter
2260. The Chief Business Officer of University, or the other officer of
University as may be designated from time to time by University by written
notice thereof to Contractor in accordance with the notice provisions in
this Agreement, will examine Contractor's claim and any counterclaim
and negotiate with Contractor in an effort to resolve the claims.

4.13.1.2 If the parties are unable to resolve their disputes under Section 4.14.1.1,
the contested case process provided in subchapter C of Chapter 2260 is
Contractor's sole and exclusive process for seeking a remedy for any and
all of Contractor's claims for breach of this Agreement by University.

4.13.1.3 Compliance with the contested case process provided in subchapter C of
Chapter 2260 is a required prerequisite to seeking consent to sue from
the Legislature under Chapter 107, Civil Practices and Remedies Code.
The parties hereto specifically agree that (i) neither the execution of this
Agreement by University nor any other conduct, action or inaction of any
representative of University relating to this Agreement constitutes or is
intended to constitute a waiver of University's or the state's sovereign
immunity to suit and (ii) University has not waived its right to seek redress
in the courts.

4.13.2 The submission, processing and resolution of Contractor's claim is governed by the
published rules adopted by the Texas Attorney General pursuant to Chapter 2260,
as currently effective, thereafter enacted or subsequently amended.

4.13.3 University and Contractor agree that any periods set forth in this Agreement for
notice and cure of defaults are not waived.

4.14 Compliance with Law

Contractor will perform the Services in compliance with all applicable federal, state and local,
laws, regulations, and ordinances. Contractor represents and warrants that neither
Contractor nor any firm, corporation or institution represented by Contractor, or anyone
acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State
of Texas, Chapter 15, Business and Commerce Code, or federal antitrust laws, or (2) has
communicated directly or indirectly the content of Contractor's response to University's
procurement solicitation to any competitor or any other person engaged in a similar line of
business during the procurement process for this Agreement.

4.15 Records

Records of Contractor's costs, any reimbursable expenses pertaining to the Services and
payments will be available to University or its authorized representative during business
hours and will be retained for four (4) years after final payment or abandonment of the
Services, unless University otherwise instructs Contractor in writing.
4.16 Insurance

4.16.1 If the resulting contract requires the presence of Contractor, its employees, agents, suppliers or subcontractors (if any) on the property of The University of Texas at Arlington, Contractor will maintain and cause its agents, suppliers and subcontractors (if any) to maintain the following insurance coverage’s with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Statutory Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td></td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000 per Accident, Employee</td>
</tr>
<tr>
<td></td>
<td>and Policy Limit</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000 per Policy Limit</td>
</tr>
<tr>
<td>Product/Completed Ops</td>
<td>$2,000,000 Aggregate</td>
</tr>
<tr>
<td>Business Auto Liability</td>
<td>$1,000,000 Combined single unit</td>
</tr>
<tr>
<td></td>
<td>*Must cover all owned, non-owned, or</td>
</tr>
<tr>
<td></td>
<td>hired automobiles</td>
</tr>
</tbody>
</table>

4.16.2 All policies (except Workers' Compensation and employer's liability) will be endorsed and name the Board of Regents of the University of Texas System ("Board") and The University of Texas at Arlington ("University"), as Additional Insured's for liability caused in whole or in part by Contractor's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

4.16.3 All policies will be endorsed to provide a Waiver of Subrogation in favor of the Board and the University. No policy will be cancelled until after thirty (30) days' unconditional written notice to the University. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required from University.

4.16.4 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Work by Contractor under this Agreement.
Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

Certificate Holder:
University of Texas at Arlington – Procurement Services
219 West Main St.
Arlington, Texas 76010

4.17 Indemnification

4.17.1 To the fullest extent permitted by law, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless University and The University of Texas System, and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents (collectively "Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing (collectively "Claims") by any person or entity, arising out of, caused by, or resulting from Contractor's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Contractor, anyone directly employed by Contractor or anyone for whose acts Contractor may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

4.17.2 In addition, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless Indemnitees from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other proprietary interest arising by or out of the performance of services or the provision of goods by Contractor, or the use by Indemnitees, at the direction of Contractor, of any article or material; provided, that, upon becoming aware of a suit or threat of suit for infringement, University will promptly notify Contractor and Contractor will be given the opportunity to negotiate a settlement. In the event of litigation, University agrees to reasonably cooperate with Contractor. All parties will be entitled to be represented by counsel at their own expense.
4.18 Ethics Matters; No Financial Interest

Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at HOP Subchapter 5-500 Human Resources, University's Standards of Conduct Guide available at: http://www.ute.edu/compliance/pdf/conduct_guide.pdf, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

4.19 Undocumented Workers.

The Immigration and Nationality Act (8 United States Code 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 Code of Federal Regulations 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, University may terminate this Agreement in accordance with Section 4.26. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

4.20 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 due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, tornado, fire, sabotage, or any other circumstances of like character ("force majeure occurrence").

4.21 Entire Agreement; Modifications.

This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both University and Contractor.

4.22 Captions

The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

4.23 Waivers
No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

4.24 Ownership and Use of Work Material

4.24.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Services (collectively, "Work Material"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

4.24.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

4.24.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Services or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.

4.24.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

4.25 Confidentiality and Safeguarding of University Records; Press Releases; Public Information

Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, "University Records"). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from University Records will result in Contractor's exclusion from eligibility to contract with University for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records
are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Billey Act, and the terms of this Agreement; and (4) comply with the University's rules, policies, and procedures regarding access to and use of University's computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

4.25.1 Notice of Impermissible Use. If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.

4.25.2 Return of University Records. Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor's intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.

4.25.3 Disclosure. If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

4.25.4 Press Releases. Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.

4.25.5 Public Information. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, - Government Code.

4.25.6 Termination. In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement without opportunity to cure.

4.25.7 Duration. The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

4.26 Default and Termination.

4.26.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement ("default"), the other party may terminate this Agreement upon fifteen (15) calendar days' written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault
of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.

4.26.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) calendar days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

4.26.3 Termination under Sections 4.26.1 or 4.26.2 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

4.26.4 If Contractor fails to cure any default within fifteen (15) calendar days after receiving written notice of the default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under this Agreement, any and all reasonable expenses incurred in connection with University’s curative actions.

4.26.5 In the event that this Agreement is terminated, then within thirty (30) calendar days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.

4.27 Binding Effect

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

4.28 Severability

In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

4.29 Limitation of Liability

EXCEPT FOR UNIVERSITY’S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.
4.30 Assignment and Subcontracting

Except as specifically provided in Appendix Two, Historically Underutilized Business Subcontracting Plan, attached and incorporated for all purposes, Contractor's interest in this Agreement (including Contractor's duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Texas law, including Chapter 2161, Government Code, and 34 Texas Administrative Code ("TAC") Sections 20.101 through 20.108. The benefits and burdens of this Agreement are assignable by University.

4.31 Historically Underutilized Business Subcontracting Plan

Contractor agrees to use good faith efforts to subcontract the Services in accordance with the Historically Underutilized Business Subcontracting Plan ("HSP") (ref. Appendix Two). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPSS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108. University may also revoke this Agreement for breach and make a claim against Contractor.

4.31.1 Changes to the HSP. If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with 34 TAC Section 20.14; (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with Section 2.5.3 to replace the HSP with the revised subcontracting plan.

4.31.2 Expansion of the Services. If University expands the scope of the Services through a change order or any other amendment, University will determine if the additional Services contains probable subcontracting opportunities not identified in the initial solicitation for the Services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (a) this Agreement may be amended to include the additional Services; or (b) Contractor may perform the additional Services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be to any remedial actions provided by Texas law including Chapter 2161, Government Code and 34 TAC Section 20.14. University may report deemed to be in breach of this Agreement under Section 4.26 and will be subject nonperformance under this Agreement to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.
4.32 Responsibility for Individuals Performing Services; Criminal Background Checks.

Each individual who is assigned to perform the Services under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Services under this Agreement. Prior to commencing the Services, Contractor will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Services on University's premises and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University's premises who has any history of criminal conduct unacceptable for a university campus or healthcare center, including any violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Services on University's premises.

Prior to commencing performance of the Services under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals on the List.

4.33 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 THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING 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 TObring 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.

4.34 Survival of Provisions

No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive such expiration or termination.

4.35 Relationship of the Parties

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Contractor will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers' compensation insurance.

4.36 Access to Documents

To the extent applicable to this Agreement, in accordance with Section 1861(v)(l)(l) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section
420.300, et seq., Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

4.37 Affirmative Action.

A written copy of Contractor’s Civil Rights "Affirmative Action Compliance Program" is attached as Exhibit _____ to this Agreement and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement is attached as Exhibit _____ to this Agreement and incorporated for all purposes.

4.38 OSHA Compliance.

To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants, that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement.
SECTION 5
SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General
The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Professional as part of its proposal, are set forth below:

5.2 Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

5.2.1 Have appropriate staffing to perform the services in a timely manner as described below.

5.2.2 Professional and staff of will be properly trained and experienced personnel and will cause all persons connected with Professional directly in charge of the Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. Professional will assign to the Project a designated representative who will be responsible for the administration and coordination of the Services.

5.3 Additional Questions Specific to this RFQ
Professional must submit the following information as part of Professional's proposal:

5.3.1 If Professional takes exception to any terms or conditions set forth in this Professional will submit a list of the exceptions.

5.3.2 Please provide a list of personnel/physicians who will be reading the x-rays, along with a description of their qualifications and certifications related to these services.

5.4 Scope of Work
Successful Professional will provide the following services to University:

5.4.1 Ability to review site, construction, sprinkler, standpipe, fire alarm, and all other system plans to ensure that they conform to the applicable regulations, standards, and codes. Review and evaluate and review sprinkler systems, fire main installations, detection and alarm systems, smoke control systems, and other fire protection components. Evaluate briefs submitted by engineers seeking approval for code equivalency.

5.4.1.1 Review and evaluate engineering construction documents including plans and specifications to ensure compliance with applicable codes, ordinances, and standards.

5.4.1.2 Evaluate smoke removal rational analysis reports to ensure compliance with applicable codes, ordinances, and standards.

5.4.1.3 Evaluate sprinkler, fire suppression and fire alarm shop drawings and calculations to ensure compliance with applicable codes, ordinances, and standards.

5.4.1.4 Evaluate architectural plans to ensure compliance with applicable codes, ordinances, and standards.
5.1.1.5 Interpret federal, state, and local codes, ordinances, and standards pertaining to fire protection.

5.4.2 Conduct fire & life safety and building code inspections of new and existing buildings as well as buildings under construction for code compliance. Inspections may include the testing of fire alarm and sprinkler systems, and all other system types.

5.4.3 Provide technical review assistance and guidance to architects, engineers, contractors, building owners, and University personnel by providing a technical interpretation of building and fire codes.

5.4.4 Conduct hydrant flow tests and maintain water supply data.

5.4.5 Provide evacuation plans.

5.4.6 Provide Auto Cad drawings and use web based task management software.

5.4.7 Assist the university in resolving conflicts between code and operational and economic concerns.

5.4.8 Subcontract other needed services such as architectural, mechanical or other needed services.

5.4.9 Attend regularly scheduled university project meetings as requested and/or required.

5.4.10 Meet the universities schedule with quotes, reports, drawings and other deliverables.

5.4.11 As required by the University, provide similar fire and life safety related projects or assignments deemed necessary.

SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _______________________________
(Professional Company Name)

To: The University of Texas at Arlington

Ref.: Fire Protection Engineering Services

RFQ No.: 2017Q-001

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFQ and any attachments hereto, the undersigned proposes to furnish the Services upon the terms quoted below:

6.1 Pricing for Services Offered

6.2 University’s Payment Terms
University’s standard payment terms for services are “Net 30 Days.”

Indicate below the prompt payment discount that Proposer will provide the University:
Prompt Payment Discount: _____ % _____ days/net 30 days

Respectfully submitted,

Professional: ______________________________

By: ______________________________
(Authorized Signature for Professional)

Name: ______________________________

Title: ______________________________

Date: ______________________________
APPENDIX ONE

PROPOSAL REQUIREMENTS

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SECTION 2: EXECUTION OF OFFER
SECTION 3: PROPOSER'S GENERAL QUESTIONNAIRE
SECTION 4: ADDENDA CHECKLIST
SECTION 1

GENERAL INFORMATION

1.1 Purpose

University is soliciting competitive sealed proposals from Professionals having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFQ. This RFQ provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Professional certifies that it understands this RFQ and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Professional also certifies that it understands that all costs relating to preparing a response to this RFQ will be the sole responsibility of Professional.

PROFESSIONAL IS CAUTIIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

The University may in its sole discretion respond in writing to written inquiries concerning this RFQ and mail its response as an Addendum to all parties recorded by the University as having received a copy of this RFQ. Only the University's responses that are made by formal written Addenda will be binding on the University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFQ will be without legal effect. All Addenda issued by the University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFQ for all purposes.

Professionals are required to acknowledge receipt of each Addendum as specified in this Section. Professional must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. Section 4 of APPENDIX ONE). The Addenda Checklist must be received by the University prior to the Submittal Deadline and should accompany Professional's proposal.

Any interested party that receives this RFQ by means other than directly from University is responsible for notifying University that it has received an RFQ package, and should provide its name, address, telephone number and FAX number to the University, so that if the University issues Addenda to this RFQ or provides written answers to questions, that information can be provided to such party.

1.3 Public Information

Professional is hereby notified that the University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFQ until such time as a final agreement is executed.

Upon execution of a final agreement, the University will consider all information, documentation, and other materials requested to be submitted in response to this RFQ,
to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.). Professional will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, Government Code.

1.4 Type of Agreement

Professional who is selected by the University in accordance with the requirements and specifications set forth in this RFQ (“successful Professional”) will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the “Agreement”) attached to this RFQ as APPENDIX TWO and incorporated for all purposes.

1.5 Proposal Evaluation Process

The University will select the successful Professional by using the competitive sealed proposal process described in this Section. All proposals submitted by the Submittal Deadline will be opened publicly to identify the name of each Professional submitting a proposal. Any proposals that are not submitted by the Submittal Date will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, University may invite one or more selected Professionals to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of the successful Professional.

The University may make the selection of the successful Professional on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of the successful Professional on the basis of negotiation with any of Professionals. In conducting such negotiations, University will avoid disclosing the contents of competing proposals.

The University is not obligated to select Professional offering the most attractive economic terms.

The University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFQ with one or more Professionals, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and permanently or temporarily abandon this selection process, if deemed to be in the best interests of University. Professional is hereby notified that the University will maintain in its files concerning this RFQ a written record of the basis upon which a selection, if any, is made by the University.

1.6 Professional's Acceptance of Evaluation Methodology

By submitting a proposal, Professional acknowledges (1) Professional's acceptance of [a] the Proposal Evaluation Process (ref. Section 1.5 of APPENDIX ONE), [b] the Criteria for Selection (ref. 2.3 of this RFQ), [c] the Specifications and Additional Questions (ref. Section 5 of this RFQ), [d] the terms and conditions of the Agreement (ref. APPENDIX TWO), and [e] all other requirements and specifications set forth in this RFQ; and (2) Professional's recognition that some subjective judgments must be made by University during this RFQ process.
1.7 Solicitation for Proposal and Proposal Preparation Costs

Professional understands and agrees that (1) this RFQ is a solicitation for proposals and the University has made no representation written or oral that one or more agreements with the University will be awarded under this RFQ; (2) the University issues this RFQ predicated on the University's anticipated requirements for the Services, and the University has made no representation, written or oral, that any particular scope of services will actually be required by the University; and (3) Professional will bear, as its sole risk and responsibility, any cost that arises from Professional's preparation of a proposal in response to this RFQ.

1.8 Proposal Requirements and General Instructions

1.8.1 Professional should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Professional in response to this RFQ will become the property of University.

1.8.3 The University will not provide compensation to Professional for any expenses incurred by Professional for proposal preparation or for demonstrations or oral presentations that may be made by Professional. Professional submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFQ in any way; or (iii) contain irregularities of any kind, are subject to disqualification by the University, at the University’s sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Professional's ability to meet the requirements and specifications of this RFQ. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFQ.

1.8.6 The University makes no warranty or guarantee that an award will be made as a result of this RFQ. The University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFQ or the Agreement when deemed to be in the University's best interest. University reserves the right to seek clarification from any Professional concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to the University, at the University's sole discretion. Representations made by Professional within its proposal will be binding on Professional.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFQ may be rejected by the University, in the University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions
Proposals must include responses to the questions and requests for additional information in Specifications and Additional Questions (ref. Section 5 of this RFQ). Professional should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Professional should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Professional should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Professional must complete, sign and return the attached Execution of Offer (ref. Section 2 of APPENDIX ONE) as part of its proposal. The Execution of Offer must be signed by a representative of Professional duly authorized to bind Professional to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by the University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Professional must complete and return the Pricing and Delivery Schedule (ref. Section 6 of this RFQ), as part of its proposal. In the Pricing and Delivery Schedule, Professional should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

The University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Professional should describe each significant phase in the process of providing the Services to the University, and the time period within which Professional proposes to be able to complete each such phase.

1.9.4 Professional's General Questionnaire

Proposals must include responses to the questions in Professional's General Questionnaire (ref. Section 3 of APPENDIX ONE). Professional should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Professional should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Professional should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist

Professional should acknowledge all Addenda to this RFQ (if any) by completing, signing and returning the Addenda Checklist (ref. Section 4 of APPENDIX ONE) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by the University, in its sole discretion.
1.9.6 Submission

Professional should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFQ No. (ref. Section 1.3 of this RFQ) and the Submittal Deadline (ref. Section 2.1 of this RFQ) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of Professional should be clearly visible.

Professional must also submit the number of originals of the HUB Subcontracting Plan ("HSP") as required by this RFQ (ref. Section 2.5 of the RFQ.)

Upon Professional's request and at Professional's expense, University will return to a Professional its proposal received after the Submittal Deadline if the proposal is properly identified. The University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFQ.

The University will not accept proposals submitted by telephone, proposals submitted by Facsimile ("FAX") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFQ.

Except as otherwise provided in this RFQ, no proposal may be changed, amended, or modified after it has been submitted to the University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Professional's submittal of a written explanation and documentation evidencing a reason acceptable to the University, in the University's sole discretion.

By signing the Execution of Offer (ref. Section 2 of APPENDIX ONE) and submitting a proposal, Professional certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFQ and (b) do not place any requirements on University that are not set forth in this RFQ or in the Appendices to this RFQ. Professional further certifies that the submission of a proposal is Professional's good faith intent to enter into the Agreement with the University as specified herein and that such intent is not contingent upon the University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Professional's proposal.

1.9.7 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.9.8 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFQ, to allow easy reference to the sections of
the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Professional includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.9.9 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.
SECTION 2

EXECUTION OF OFFER

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

2.1 By signature hereon, Professional represents and warrants the following:

2.1.1 Professional acknowledges and agrees that (1) this RFQ is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Professional in response to this RFQ will not create a contract between the University and Professional; (3) the University has made no representation or warranty, written or oral, that one or more contracts with the University will be awarded under this RFQ; and (4) Professional will bear, as its sole risk and responsibility, any cost arising from Professional's preparation of a response to this RFQ.

2.1.2 Professional is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Professional has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 Professional is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

2.1.5 Professional understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Agreement under which Professional will be required to operate.

2.1.6 If selected by the University, Professional will not delegate any of its duties or responsibilities under this RFQ or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.7 If selected by the University, Professional will maintain any insurance coverage as required by the Agreement during the term thereof.

2.1.8 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Professional acknowledges that the University will rely on such statements, information and representations in selecting the successful Professional. If selected by the University, Professional will notify the University immediately of any material change in any matters with regard to which Professional has made a statement or representation or provided information.

2.1.9 PROFESSIONAL WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE UNIVERSITY OF TEXAS SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER
CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS’ FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFQ.

2.10 Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Professional under any contract or agreement resulting from this RFQ may be applied directly to any debt or delinquency that Professional 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.

2.2 By signature hereon, Professional offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFQ.

2.3 By signature hereon, Professional affirms that it has not given or offered to give, nor does Professional intend 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 its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and Professional may be removed from all proposal lists at the University.

2.4 By signature hereon, Professional certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or that Professional is exempt from the payment of those taxes, or that Professional is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.

2.5 By signature hereon, Professional hereby certifies that neither Professional nor any firm, corporation, partnership or institution represented by Professional, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.6 By signature hereon, Professional certifies that the individual signing this document and the documents made a part of this RFQ, is authorized to sign such documents on behalf of Professional and to bind Professional under any agreements and other contractual arrangements that may result from the submission of Professional's proposal.

2.7 By signature hereon, Professional certifies as follows:

"Under Section 231.006, Family Code, relating to child support, Professional certifies that the individual or business entity named in Professional's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFQ may be terminated if this certification is inaccurate."

2.8 By signature hereon, Professional certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Professional that is a sole proprietorship,
the officers or directors of any Professional that is a corporation, the partners of any Professional that is a partnership, the joint venturers of any Professional that is a joint venture or the members or managers of any Professional that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Professional has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Professional’s proposal or any contract resulting from this RFP (ref. Section 669.003, Government Code). All disclosures by Professional in connection with this certification will be subject to administrative review and approval before the University enters into a contract or agreement with Professional.

2.9 By signature hereon, Professional certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.10 By signature hereon, Professional represents and warrants that all products and services offered to the University in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFQ.

2.11 Professional will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Professional.

2.12 **Professional should complete the following information:**

If Professional is a Corporation, then State of Incorporation: _______________________

If Professional is a Corporation then Professional’s Corporate Charter Number: ______

RFQ No.: 2017Q-001
NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Professional Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Professional's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)
SECTION 3

PROFESSIONAL’S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Professional’s General Questionnaire. Professional should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Professional should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Professional will explain the reason when responding N/A or N/R.

3.1 Professional Profile

3.1.1 Legal name of Professional company:

__________________________________________________________

Address of principal place of business:

__________________________________________________________

__________________________________________________________

__________________________________________________________

Address of office that would be providing service under the Agreement:

__________________________________________________________

__________________________________________________________

__________________________________________________________

Number of years in Business: __________________________

State of incorporation: _________________________________

Number of Employees: _________________________________

Annual Revenues Volume: __________________________

Name of Parent Corporation, if any ________________________

NOTE: If Professional is a subsidiary, the University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.
3.1.2 State whether Professional will provide a copy of its financial statements for the past two (2) years, if requested by the University.

3.1.3 Professional will provide a financial rating of Professional entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Professional.

3.1.4 Is Professional currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Professional will explain the expected impact, both in organizational and directional terms.

3.1.5 Professional will provide any details of all past or pending litigation or claims filed against Professional that would affect its performance under an Agreement with the University (if any).

3.1.6 Is Professional currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Professional will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Professional will provide a customer reference list of no less than three (3) organizations with which Professional currently has contracts and/or to which Professional has previously provided services (within the past five (5) years) of a type and scope similar to those required by the University's RFQ. Professional will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Professional.

3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Professional and any employee of the University? If yes, Professional will explain.

3.1.9 Professional will provide the name and Social Security Number for each person having at least 25% ownership interest in Professional. This disclosure is mandatory pursuant to Section 231.006, Family Code, and will be used for the purpose of determining whether an owner of Professional with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the Texas Public Information Act, Chapter 552, Government Code, and other applicable law.

3.2 Approach to Project Services

3.2.1 Professional will provide a statement of Professional's service approach and will describe any unique benefits to University from doing business with Professional. Professional will briefly describe its approach for each of the required services identified in Section 5.4 Scope of Work of this RFQ.

3.2.2 Professional will provide an estimate of the earliest starting date for services following execution of an Agreement.

3.2.3 Professional will submit a work plan with key dates and milestones. The work plan should include:

3.2.3.1 Identification of tasks to be performed;
3.2.3.2 Time frames to perform the identified tasks;

3.2.3.3 Project management methodology;

3.2.3.4 Implementation strategy; and

3.2.3.5 The expected time frame in which the services would be implemented.

3.2.4 Professional will describe the types of reports or other written documents Professional will provide (if any) and the frequency of reporting, if more frequent than required in the RFQ. Professional will include samples of reports and documents if appropriate.

3.3 General Requirements

3.3.1 Professional will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Professional.

3.3.2 Professional will describe any difficulties it anticipates in performing its duties under the Agreement with the University and how Professional plans to manage these difficulties. Professional will describe the assistance it will require from the University.

3.4 Service Support

Professional will describe its service support philosophy, how is it implemented, and how Professional measures its success in maintaining this philosophy.

3.5 Quality Assurance

Professional will describe its quality assurance program, its quality requirements, and how they are measured.

3.6 Miscellaneous

3.6.1 Professional will provide a list of any additional services or benefits not otherwise identified in this RFQ that Professional would propose to provide to University. Additional services or benefits must be directly related to the services solicited under this RFQ.

3.6.2 Professional will provide details describing any unique or special services or benefits offered or advantages to be gained by the University from doing business with Professional. Additional services or benefits must be directly related to the services solicited under this RFQ.

3.6.3 Does Professional have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Professional will provide a copy of the plan.
SECTION 4

ADDENDA CHECKLIST

Proposal of: ________________________________
(Professional Company Name)

To: The University of Texas at Arlington

Ref.: Fire protection Engineering Services

RFQ No.: 2017Q-001

Ladies and Gentlemen:

The undersigned Professional hereby acknowledges receipt of the following Addenda to the captioned RFQ (initial if applicable).

   No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Professional: ________________________________

By: ________________________________
    (Authorized Signature for Professional)

Name: ________________________________

Title: ________________________________

Date: ________________________________
APPENDIX TWO

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 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 4: Affirmation

GFE Methods A (Attachment A): Complete an Attachment A for each subcontracts 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 which you cannot have a subcontractor contract for more than five (5) years, complete 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 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 which you do not have a subcontractor 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 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. I will be fulfilling the entire contract with my own resources.
- Section 3: Self Performing Justification
- Section 4: Affirmation

"Subcontractor Contract": Any existing written agreement (including any renewals, that are executed between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or services, to include 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 subcontractor. 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) §20.13 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 §20.14(d)(1)(D) and §20.14(e), 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.

FY2017 UT Arlington Agency Goals:

- 3.98% Heavy construction other than building contracts
- 21.19% Building construction, including general contractors and operative builders' contracts
- 37.74% Special trade construction contracts
- 18.48% Professional services contracts
- 11.50% Other services contracts
- 21.25% Commodities contracts

--- SECTION 1: RESPONDENT AND REQUISITION INFORMATION ---

a. Respondent (Company) Name: ____________________________________________________________________________________________
   State of Texas VID #: ________________________________
   Phone #: ________________________________
   Fax #: ________________________________
   Bid Open Date: __________

b. Is your company a State of Texas certified HUB?  □ Yes  □ No

c. Requisition #: ____________________________________________________________________________________________
### SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After reviewing the contract work with responsible parties or portions to the extent consistent with procurement 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 construction, staffing, goods and services will be subcontracted. Note: In accordance with 26 TAC §201, "Subcontractor" means a person and contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

3. 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 i in this SECTION and continue to item ii 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.)

4. 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).

<table>
<thead>
<tr>
<th>TABLE</th>
<th>Subcontracting Opportunity Description</th>
<th>Percentage of Contract Expected to be Subcontracted</th>
<th>Percentage of Texas certified HUBs with which you expect to award the contract (HUB)</th>
<th>Percentage of the contract expected to be awarded to businesses that are not Texas certified HUBs (Non-HUB)</th>
<th>Aggregate percentage of the contract expected to be subcontracted</th>
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(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at [https://www.comptroller.texas.gov/purchasing/vendorinfo/terms.php](https://www.comptroller.texas.gov/purchasing/vendorinfo/terms.php).

7. 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 6. (Note: If No, continue to SECTION 4).
- [ ] 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 named.)
- [ ] No (If No, continue to item 8 of this SECTION.)

8. 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 one (1) year, exceeds or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements." (Note: If No, continue to SECTION 4 and complete an HSP Good Faith Effort - Method A (Attachment A) for each of the subcontracting opportunities you named.)
- [ ] 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 named.)
- [ ] 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 named.)

**Continuous Contract:** Any written written agreement (including any renewals that are executed) between a prime contractor and a HUB vendor, under which the HUB vendor provides the prime contractor with goods or services 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 CCR 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.
**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 3. 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 MHBs and the percentage of the contract you expect to award to vendors that are not Texas certified MHBs (i.e., Non-MHB).

<table>
<thead>
<tr>
<th>Subcontracting Opportunity Description</th>
<th>MHBs</th>
<th>Non-MHBs</th>
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*Aggregate percentages of the contract expected to be subcontracted: % % %

**Continuous Contract:** Any existing written agreement (including any renewals that are executed) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or services 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 OPA 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.
SECTION 5: SELF PERFORMING JUSTIFICATION

If you responded "Yes" to SECTION 2, Item a, you must complete this section and continue to SECTION 4. If you responded "No" to SECTION 2, Item b, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 6: 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 material, any omissions of the regulations:

- The Respondent will provide notice as soon as practicable to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contracts. The notice must specify that the minimum amount of the contracting agency's name and the point of contact for the contract, the contract amount, the subcontracting opportunity, the subcontractor's name and the expected percentage of the 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 contract for the contract.

- 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/sub-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 is 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 abatement 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 sites where services are being performed and must provide documentation regarding staffing and other resources.

Signature: ___________________________  Printed Name: ___________________________  Title: ___________________________  Date: ___________________________

Reminder:

- If you responded "Yes" to SECTION 2, Items a or d, you must complete an HSP Social/Faith Efforts - Method A (Attachment A) for each of the subcontracting opportunities you listed in SECTION 2, Item b.

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

Enter your company's name here:  

**Requisition #:**

**IMPORTANT:** If you responded "Yes" to SECTION 2, Item a or b 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 photocopy this page or download the form at [https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-good-faith-effort-attachment-a.pdf](https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-good-faith-effort-attachment-a.pdf).

**SECTION A-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.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
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**SECTION A-2: SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the subcontracting opportunity listed above in SECTION A-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 Certified Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at [http://cmbls.data.state.tx.us/purchasing/vendor/search/hub.jsp](http://cmbls.data.state.tx.us/purchasing/vendor/search/hub.jsp). HUB status code "A" signifies that the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas Certified HUB</th>
<th>Texas VID or Federal EIN</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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**REMEMBER:** As specified in SECTION 4 of the completed HSP form, if you responded "Yes" to any portion of the requisition, you are required to provide notice as soon as possible of 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 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 received 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.
HSP Good Faith Effort - Method B (Attachment B)

Important: If you responded "No" to SECTION 2, Items a, b, and c 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 a, of the completed HSP form for which you are completing the attachment.

SECTION B-1: SUBCONTRACTING OPPORTUNITY
Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item a, of the completed HSP form for which you are completing the attachment.

SECTION B-2: MENTOR PROTÈGE PROGRAM
If applicable, as a Mentor in a State of Texas Mentor Protège Program, submitting its Protège (Protège must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION 3 A-1, constitutes a good faith effort to subcontract with a Texas certified HUB toward that subcontract portion of work.

- Yes (If Yes, continue to SECTION B-3.)
- 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 to notify Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION 3 A-1. Your notice should include the scope of work, information regarding the location, timeline, and specifications, bonding and insurance requirements, required qualifications, and other pertinent aspects.

Retain supporting documentation (i.e., letter, fax, email) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Notice shall be issued in writing in accordance with the above requirements, or it shall be considered a non-compliant notice.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 A-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 fifteen (15) days to respond and to notify you of their interest in responding to the subcontracting opportunity.
- List the (3) three Texas certified HUBs you notified regarding the subcontracting opportunity listed in SECTION 3 A-1. Include the company's Texas Vendor Identification (TDI) Number, the date you sent notice to each company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas Vendor Identification (TDI)</th>
<th>Date Notice Sent</th>
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- Provide written notification of the subcontracting opportunity listed in SECTION 3 A-1 to three (3) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disclosing 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 fifteen (15) days prior to submitting your bid response to the contracting agency. A list of trade organizations or development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Subcontracting HUB Program's webpage at: https://www.comptroller.texas.gov/purchasing/vendor/subcontracting_resources.php.

- List the (3) three trade organizations or development centers you notified regarding the subcontracting opportunity listed in SECTION 3 A-1. Include the date when you sent notice to each company and indicate whether you received a response or not.

<table>
<thead>
<tr>
<th>Trade Organizations or Development Centers</th>
<th>Date Notice Sent</th>
<th>Did the HUB Respond?</th>
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<tbody>
<tr>
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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 this Attachment B continuation page.

Item Number: Description:

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-4. 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' Controlled Master Benefits List (CMBL) - Historically Underutilized Business (HUB) Directory Search provided at http://www.txaas.state.tx.us/planon/building/index.htm. Hub status code "A" signifies that the company is a Texas certified Hub.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified Hub</th>
<th>Texas Vid or Federal EIN</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-4 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 (or your agent) are expected any portion of the regulations, you are required to provide notice as soon as practicable to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify, at minimum, the contracting agency's name and point of contact for the contract, the contract award number, the subcontracting opportunity if (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 Government Code, Chapter 2101, each state agency that will be entering into a contract with an estimated 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 possible under the contract. The state agency has identified below in Section B has determined that subcontracting opportunities are possible under the solicitation to which my company will respond.

34 Texas Administrative Code, §220.14 requires all suppliers (prime contractors) bidding on the contract to provide notice of all 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 prime contractor 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 all of its subcontracting opportunities to at least two (2) or more trade organizations or development centers (in Texas) that serve members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Women, Service Disabled Veteran) identified in Texas Administrative Code, §220.14(5).

We respectfully request that vendors interested in bidding on the subcontracting opportunity above or work identified in Section C, Item 7, reply no later than the date and time identified in Section B, Item 4. Submit your response to the point-of-contact identified in Section A.

<table>
<thead>
<tr>
<th>SECTION A: PRIME CONTRACTOR'S INFORMATION</th>
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<tbody>
<tr>
<td>Company Name:</td>
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<tr>
<td>State of Texas VID #:</td>
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<tr>
<td>Point-of-Contact:</td>
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<tr>
<td>E-mail Address:</td>
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<table>
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<tr>
<th>SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</th>
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<tbody>
<tr>
<td>Agency Name:</td>
</tr>
<tr>
<td>Point-of-Contact:</td>
</tr>
<tr>
<td>Requisition #:</td>
</tr>
<tr>
<td>Bid/Proposal Date:</td>
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<tr>
<th>SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</th>
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<tbody>
<tr>
<td>1. Potential Subcontractor's Bid Response Due Date:</td>
</tr>
<tr>
<td>If you would like for your company to consider your company's bid for the subcontracting opportunity identified below in Item 3, we must receive your bid response no later than __________________.</td>
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<td>Time of Day: __________________. Date (inclusive): __________________.</td>
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In accordance with 34 TAC §220.14, 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 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, we must provide notice of all subcontracting opportunities to at least two (2) or more trade organizations or development centers (in Texas) that serve members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Women, Service Disabled Veteran) identified in Texas Administrative Code, §220.14(5).

(4) 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 first 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