RFQ # FM2017-009
REQUEST FOR QUALIFICATIONS FOR
BROADCAST AND AV INFRASTRUCTURE
CONSULTANT FOR COLLEGE PARK CENTER
BROADCAST SYSTEM UPDATE

THE UNIVERSITY OF TEXAS AT ARLINGTON
OFFICE OF FACILITIES MANAGEMENT
1225 WEST MITCHELL STREET, SUITE 205
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ISSUED: February 16, 2017

QUALIFICATIONS SUBMITTAL DEADLINE: MARCH 16, 2017 AT 3:00P.M.
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REQUEST FOR QUALIFICATIONS FOR
BROADCAST AND AV INFRASTRUCTURE CONSULTANT
FOR COLLEGE PARK CENTER BROADCAST
RFQ No.: FM2017-009

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

1.1 GENERAL INFORMATION: The University of Texas at Arlington (UT-Arlington) is soliciting statements of qualifications ("Qualifications") for selection of a firm for Broadcast and AV Infrastructure Consultant for College Park Center Broadcast System Update on the Campus of UT-Arlington, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications.

1.1.1 This Request for Qualifications ("RFQ") is the first step in a two-step process for selecting a consulting firm. The RFQ provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the Owner. Based on the initial ranking, the Owner may select up to five (5) of the top ranked qualified respondents to attend Interviews in the final step of the process.

1.1.2 In the final step of the process, Interviews, the “most” qualified respondents may be requested to attend an interview with the Owner to confirm the Qualification submittal and answer additional questions. The Owner will then rank the remaining respondents in order to determine a “most” qualified respondent.

1.2 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed.

1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information. In accordance with Section 552.002 of TPIA and Section 2252.907, Texas Government Code, and at no additional charge to University, Consultant will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

1.3 TYPE OF CONTRACT: Any contract resulting from this solicitation will be in the form of the Owner’s Standard Agreement copy of which is attached to this RFQ.

1.4 CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by the Owner as an addendum on the Electronic State Business Daily (ESBD) web site http://esbd.cpa.state.tx.us/. It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due as part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications.

1.4.1 Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda five (5) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.
1.5 SUBMISSION OF QUALIFICATIONS:

1.5.1 DEADLINE AND LOCATION: The Owner will receive Qualifications at the time and location described below.

**March 16, 2017 at 3:00 p.m.** local time

The University of Texas at Arlington
Office of Facilities Management
Attn: Viki Lewis, Contract Specialist
1225 W. Mitchell Street, Suite 205
Arlington, Texas  76019

1.5.2 Submit **One (1) original and Four (4) identical copies** of the Qualifications and one (1) PDF copy on CD, DVD, or flash drive. An original signature must be included on the “Respondent’s Statement of Qualifications and Ability to Undertake the Project” document submitted with each copy.

1.5.3 Late received Qualifications will be returned to the respondent.

1.5.4 The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

1.5.5 Properly submitted Qualifications will **not** be returned to respondents.

1.5.6 Qualifications materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact person; the package must clearly identify the submittal deadline, the RFQ number, and the name and return address of the respondent.

1.6 POINT-OF-CONTACT: The Owner designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ, including questions regarding terms and conditions and technical specifications, to the Point-of-Contact person.

The University of Texas at Arlington
Office of Facilities Management
Attn: Viki Lewis, Contract Specialist
1225 W. Mitchell Street, Suite 205
Arlington, Texas  76019
Fax: (817) 272-0192
e-mail: vlewis@uta.edu

1.7 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. The top five or fewer ranked respondents may be selected by the Owner to participate in step two of the selection process.

1.7.1 Qualifications shall not include any information regarding respondent’s fees, pricing, or other compensation.
1.8 **OWNER’S RESERVATION OF RIGHTS:** The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.

1.9 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the Owner.

1.10 **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFQ shall be at the sole risk and responsibility of the respondent.

1.11 **PRE-SUBMITTAL CONFERENCE:** A pre-submittal conference will be held at the time and location described below.

**March 2, 2017 at 2:30 p.m. local time**

The University of Texas at Arlington
College Park Center
601 Center Street, Hospitality Suite
Arlington, Texas 76010

Park in Park South Parking Garage – link to map here: [http://www.uta.edu/maps/?id=440](http://www.uta.edu/maps/?id=440)

Enter College Park Center through Gates 1 and 3. There will be directional signage in place to the meeting location.

1.11.1 A guided tour of College Park Center Broadcasting space will be included as a part of the conference agenda. This may be the only opportunity for potential respondents to view the Project site(s) before the submittal of Qualifications. **Attendance at the pre-submittal conference is mandatory. Failure to attend mandatory pre-submittal conference will disqualify qualifications submitted.**

1.12 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification.

1.13 **HISTORICALLY UNDERUTILIZED BUSINESSES’ SUBMITTAL REQUIREMENTS:** It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Office of Facilities Planning and Construction (OFPC) has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses. The Policy applies to all contracts with an expected value of $100,000 or more. If UT-Arlington determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Qualifications.

1.13.1 **STATEMENT OF PROBABILITY**
University has reviewed this RFQ in accordance with Chapter 1, *Texas Administrative Code*, Section 111.13 (a), and has determined that subcontracting opportunities are not probable under this RFQ and the expected value of the contract shall be under $100,000. Accordingly, Respondent will not be obligated to make a formal representation in its proposal concerning HUBs.

1.14 **CERTAIN PROPOSALS AND CONTRACTS PROHIBITED:** Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.

1.15 **SALES AND USE TAXES:** Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include The University of Texas System. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."

1.16 **CERTIFICATION OF FRANCHISE TAX STATUS:** Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Consultant agrees that each subconsultant and supplier under contract will also provide a certification of franchise tax status.

1.17 **REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE:** The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements sec. 406.096, *Texas Labor Code*, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements of the rule are set forth in Article 5 of the Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts.

1.18 **DELINQUENCY IN PAYING CHILD SUPPORT:** Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
1.19 **STATE REGISTRATION OF ARCHITECTURE FIRMS:** Respondents are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects’ Registration Law, Chapter 1051, Texas Occupations Code.

1.20 **STATE REGISTRATION OF ENGINEERING FIRMS:** Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.

1.21 **BACKGROUND CHECKS:** Responsibility for Individuals Performing Services; Criminal Background Checks: Each individual who is assigned to perform the Work under this Agreement will be an employee of Consultant or an employee of a permitted subconsultant engaged by Consultant. Consultant is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Consultant will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Work, and (2) have an appropriate criminal background screening performed on all such individuals. Consultant shall determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide such services. Consultant will not knowingly assign any individual to provide services on University’s campus who has a history of criminal conduct unacceptable for a university campus, including violent or sexual offenses. Consultant will update the List each time there is a change in the individuals assigned to perform the Work. Prior to commencing performance of the Work under this Agreement, Consultant will provide University a letter signed by an authorized representative certifying compliance with this Section. Consultant will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Work.

1.22 **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, Consultant 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 Applicable Laws. 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 Consultant employs unauthorized workers during performance of this Project in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement. Consultant represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

1.23 Intentionally Omitted
SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND:

The University of Texas at Arlington ("University") is a comprehensive public university located in the dynamic and growing Dallas-Fort Worth Metroplex. The University has a population of approximately 37,800 students, faculty, and staff. University offers 80 baccalaureates, 74 master and 31 doctoral degrees to approximately 34,000 students. University has approximately 4,800 full-time and part-time employees. The University's main campus in Arlington includes approximately 400 acres, 108 buildings, and 5,007,170 gross square feet. The University’s three (3) other satellite campuses operated by University are located in Fort Worth, Texas, at Riverbend Park, Arlington Regional Data Center, and the University of Texas at Arlington Fort Worth Center at Santa Fe Station.

2.2 MISSION STATEMENT:

The University of Texas at Arlington is a comprehensive research, teaching, and public service institution whose mission is the advancement of knowledge and the pursuit of excellence. The University is committed to the promotion of lifelong learning through its academic and continuing education programs and to the formation of good citizenship through its community service learning programs. The diverse student body shares a wide range of cultural values and the University community fosters unity of purpose and cultivates mutual respect.

2.3 PROJECT DESCRIPTION AND SCOPE:

This project request is for the review, assessment and updating of the current broadcast and digital signage systems at the College Park Center, a 7,000-seat multi-purpose arena. The current system was designed by Alpha Video in 2010-2011 and functional in February of 2012. The system provides video feeds that are incorporated into digital signage/monitors on the concourse and in concession stands, distributed through the building via RF and get recorded in an Athletics’ film edit room. As built drawings available.

The project includes the assessment of the venue’s current needs to feed in-house digital signage, IMAG, film edit room, in-house web streaming and archival recording, and external broadcast; assessment of graphic and clip ingest, storage and playout process for ease, reliability and networking flexibility; redesign of house wireless intercom; assessment and expansion of current audio tie lines and infrastructure between broadcast room and house audio room; and assessment and upgrade of the current digital signage system that currently includes 13 channels of IPTV content delivered to 48 monitors on the concourse and in concession stands. The design of an updated system should incorporate as much of the current system and infrastructure as viable.

PROJECT SCOPE:

- High-level programming meeting(s).
- High-level programming document.
- Detailed design to include an equipment inventory of existing equipment, antiquated (retired) equipment, and recommended new equipment. Design must take into consideration broadcast advancements over the next five years.
- Identify and recommend maintenance needed on reused equipment.
- RFP for all equipment, infrastructure, installation and commissioning.
• Assistance identifying any “trade-up” or “buy back” opportunities for existing equipment that will be discontinued in the updated design.
• Full turnkey broadcast system.
• Upgraded digital signage system for concourse monitors and menu boards in concession stands.
• Supply design drawings, rack layouts, conduit requirements, equipment lists, and associated documentation.
• Periodic site visits and evaluations during installation. Final punch list and commissioning.
• Added ability to provide in-arena closed captioning for events

HIGH LEVEL REQUIREMENTS:
Reliable, pristine quality broadcast system which will meet requirements for the large variety of events hosted at the College Park Center. Includes:
• NCAA Division One Volleyball and Basketball (Sunbelt Conference); Women’s professional basketball (WNBA)
• Lectures, meetings, banquets and graduations
• Cheer and Dance Competitions
• Concerts

The updated broadcast system must include the following:
• Compatibility with Daktronics equipment;
• Meet any current Sunbelt Conference broadcast requirements;
• Meet any current WNBA broadcast requirements.
• Meet any applicable closed captioning requirements by the Americans with Disabilities Act (ADA)

2.4 PROJECT PLANNING SCHEDULE: Key Project planning schedule milestones are:

- Owner receives Request For Qualifications Refer to Section 1.5
- Owner conducts Pre-Submittal Conference Refer to Section 1.11
- Owner interviews Respondents (if applicable) Approx. March 22, 2017
- Owner executes Agreement Approx. April 1, 2017
SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

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

3.1 CRITERIA ONE: RESPONDENT’S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (Maximum of two (2) printed pages per question)

3.1.1 Provide a statement of interest for the project including a narrative describing the Prime Firm’s and Project Team’s unique qualifications as they pertain to this particular project.

3.1.2 Provide a statement on the availability and commitment of the Prime Firm and its principal(s) and assigned professionals to undertake the project.

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

3.2 CRITERIA TWO: PRIME FIRM’S ABILITY TO PROVIDE SERVICES

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

3.2.2 Provide the three (3) most recent audited financial statements documenting your firm’s financial stability. If you do not have audited financial statements, please state why audited financial statements are not available and include your firm’s most recent financial statement.

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.

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.

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.

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.

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 services.
3.3 **CRITERIA THREE: PROJECT TEAM’S ABILITY TO PROVIDE DESIGN SERVICES**

3.3.1 Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for principals and key professional members of each consultant that will be involved in the project. Indicate the estimated percent of time these individuals will be involved in the project for design.

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

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

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

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

3.4 **CRITERIA FOUR: RESPONDENT’S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS**

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

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Final Construction Cost, including Change Orders
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)
- Actual start and finish dates for design
- Actual Notice To Proceed and Substantial Completion dates for construction
- Description of professional services Prime Firm provided for the project
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)

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

- The Owner’s name and representative who served as the day-to-day liaison during the design phases of the project, including telephone number
- 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 reference at any time during the RFQ process.
3.5 CRITERIA FIVE: RESPONDENT'S GENERAL UNDERSTANDING OF THE UT-ARLINGTON CONTRACT AGREEMENT

3.5.1 Provide a detailed list (i.e. bulleted) of all Design Services and consultants you will provide to the Owner under Basic Services on this project (including those outlined in Article 2 of the Agreement).

3.5.2 Provide a detailed list (i.e. bulleted) of all Services and consultants you will provide to the Owner as Additional Services for Design on this project (including those outlined in Article 10 of the Agreement).

3.5.3 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 Article 9 of the Agreement).

3.5.4 In order to help facilitate and expedite execution of a UT-Arlington Project Architect 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.

3.6 CRITERIA SIX: RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

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

3.6.2 Describe the Prime Firm’s quality assurance program explaining the method used and how the firm maintains quality control during the development of Design Documents. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to Criteria 3.4 and 3.5.

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

3.6.4 The Owner has specific system design and construction standards and specification requirements for construction projects. Describe how you propose to incorporate these requirements into this project.

3.6.5 Describe your cost estimating methods for the design phase. How do you develop cost estimates and how often are they updated? 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 and what degree of accuracy was achieved.

3.6.6 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.

3.6.7 Describe how you plan to ensure continuity of project objectives starting with design solution, moving through construction documents, and finishing with a constructed project that meets the Owner’s requirements.

3.6.8 Describe the project team’s experience in sustainable design.
3.6.9 Describe the project team’s approach to assuring timely completion of this project, including methods you will use for schedule recovery if necessary.

3.6.10 Describe how you track Owner input and review comments on your design document submittals to confirm that they have been addressed. Provide examples of reports/logs used for tracking response to and closure on Owner comments.

3.7 CRITERIA SEVEN: RESPONDENT’S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS

3.7.1 Describe your understanding of the administrative challenges and opportunities associated with providing Design services for The University of Texas at Arlington on this project, and your strategy for resolving these issues.

3.7.2 What do you perceive are the critical issues for this project?

3.7.3 Understanding schedule limitations provide an analysis of the Owner’s project planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner’s decision making.

3.7.4 For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, describe any conflicts with the Owner, Consultants, Consultant, or subconsultants, and describe the methods your firm used to resolve those conflicts.
3.8  **CRITERIA EIGHT: EXECUTION OF OFFER**

**NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.**

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

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT’S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

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

3.8.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.

3.8.3 By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Qualifications.

3.8.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

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

3.8.6 By signature hereon, Respondent represents and warrants that:

3.8.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
3.8.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;

3.8.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;

3.8.6.4 Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;

3.8.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;

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

3.8.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent’s Qualifications.

3.8.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.

3.8.9 By signature hereon, Respondent certifies as follows:

3.8.9.1 “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”

3.8.9.2 “Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.”

3.8.9.3 “Under Section 2254.004, Texas Government Code, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only.”

3.8.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any University of Texas component, or Respondent has not been an employee of any University of Texas component within the immediate twelve (12) months
prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

3.8.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 Texas Government Code).

3.8.12 Respondent represents and warrants that all articles and services quoted 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 its regulations in effect or proposed as of the date of this solicitation.

3.8.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

3.8.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subconsultant, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent’s Qualifications.

3.8.15 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent’s Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

3.8.16 By signature hereon, Respondent certifies that no member of the Board of Regents of The University of Texas System, or the Executive Officers of the University of Texas System or it’s component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

3.8.17 By signature hereon, Under §231.006, Texas Family Code, (relating to child support obligations) the Respondent, by submitting its Proposal, certifies that it is not ineligible to receive payments under the Contract and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

Please identify each person who owns at least 25% of Respondent’s business entity by name and social security number (required under Texas Family Code 231.006c):

<table>
<thead>
<tr>
<th>Name</th>
<th>Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PAGE 16 OF 29
3.8.18 Execution of Offer: RFQ No. **FM2017-009**

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent’s company official(s) who are authorized to commit to such a submittal must sign submittals.

**Failure to sign and return this form will subject the submittal to disqualification.**

Respondent’s Firm Name: __________________________________________________________

Respondent’s State of Texas Tax Account No: ________________________________

or

Federal Employers Identification No: ____________________________________________

If a Corporation:

Respondent’s State of Incorporation: ___________________________________________

Respondent’s Charter No: ______________________________________________________

Submitted and Certified By:

_________________________________________ (Respondent’s Name)  
(Street Address)  
(City, State, Zip Code)  

_________________________________________ (Title)  
(Telephone Number)  
(Fax Number)  

_________________________________________ (Authorized Signature)  
(Date)
SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

4.1.1 Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.

4.1.2 Qualifications shall be a MAXIMUM OF THIRTY (30) PRINTED PAGES. The cover, table of contents, divider sheets, and Execution of Offer do not count as printed pages.

4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.

4.1.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.

4.1.5 The Owner will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.

4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

4.1.7 The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.

4.1.8 Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.

4.1.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

4.2.1 Qualifications shall be printed on letter-size (8-1/2” x 11”) paper and assembled with spiral-type plastic bindings, 3 ring binders, or staples. Wire Binding is not acceptable.

4.2.2 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.

4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.
4.3 **TABLE OF CONTENTS:**

4.3.1 Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications.

4.4 **PAGINATION:**

4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.)

**ATTACHMENTS TO THE RFQ**

EXHIBIT A: Draft Agreement Between The University of Texas at Arlington (Owner) and Project Consultant. Anticipated Consultant Agreement Provisions and Exhibits

EXHIBIT B: Insurance Requirements

EXHIBIT C: RFQ Evaluation Worksheet
EXHIBIT A

AGREEMENT BETWEEN
THE UNIVERSITY OF TEXAS AT ARLINGTON and
PROJECT CONSULTANT for
A PROJECT OF LIMITED SIZE OR SCOPE

This Agreement is made as of__ ____________, 20__ (the “Effective Date”), by and between:

The Owner:  The University of Texas at Arlington
Office of Facilities Management
1225 W. Mitchell Street, Suite 205
Arlington, Texas  76019

and

The Consultant:

for

The Project:  Broadcast and AV Infrastructure Consultant for College Park Center
Broadcast System Update

The Owner and the Consultant agree as follows:

ARTICLE 1
CONSULTANT’S SERVICES

Consultant agrees to perform the services specifically described in Exhibit 1 and all other professional services reasonably inferable from Exhibit 1 and necessary for complete performance of Consultant’s obligations under this Agreement (collectively, “Consultant’s Services”). To the extent of any conflict between the terms in Exhibit 1 and this Agreement, the terms of this Agreement shall prevail.

ARTICLE 2
CONSULTANT’S RESPONSIBILITIES

Consultant agrees to use Consultant's best efforts, skill, judgment, and abilities so as to perform Consultant's Services in an expeditious and timely manner consistent with professional standards of care and the orderly progress of the Project. Consultant shall at all times provide sufficient personnel to accomplish Consultant's Services in a timely manner. Consultant shall manage its services, administer the Project and coordinate other professional services as necessary for the complete performance of Consultant’s obligations under this Agreement.

Consultant agrees to perform Consultant's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.
Consultant's Services shall be reasonably accurate and free from material errors or omissions. Consultant shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Consultant without any additional cost or expense to Owner.

Consultant shall designate a representative primarily responsible for Consultant's Services under this Agreement. The designated representative shall act on behalf of Consultant with respect to all phases of Consultant's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

The Project Consultant shall carry such professional liability and errors and omissions insurance, covering the services provided under this Agreement, with a minimum limit of $500,000 each claim and $500,000 aggregate. The fees for such insurance will be at the expense of the Project Consultant. Project Consultant shall deliver a Certificate of Insurance indicating the expiration date, and existence, of the Project Consultant’s professional liability insurance before commencement or continuation of performance of the services under this Agreement.

ARTICLE 3
THE OWNER'S RESPONSIBILITIES

The Owner shall provide the Consultant with a full description of the requirements of the Project.

The Owner shall furnish surveys, reports or other special investigations of the Project site as requested by the Consultant and as reasonably necessary for the completion of Consultant’s Services.

The Owner will review the Consultant's drawings, specifications and other documents of service produced by Consultant’s in the performance of its obligations under this Agreement (collectively the “Design Documents”) as required. Owner will notify Consultant of any design fault or defect in Consultant’s Services or Design Documents of which Owner becomes aware.

The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Consultant's Services.

The Owner designates ______________________________ as its representative authorized to act in the Owner's behalf with respect to the Project.

ARTICLE 4
OWNER'SHIP AND USE OF DOCUMENTS

The Design Documents prepared by Consultant as instruments of service are and shall remain the property of the Consultant whether the Project for which they are created is executed or not. However, the Owner shall be permitted to retain copies, including reproducible copies, of the Design Documents for information and reference in connection with the Owner’s use and occupancy of the Project. In addition, Owner shall have an irrevocable, paid-up, perpetual license and right, which shall survive the termination of this Agreement, to use the Design Documents and the ideas and designs contained in them for any purpose, with or without participation of the Consultant.
ARTICLE 5
DISPUTE RESOLUTION

5.1 To the extent that it is applicable, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used by the Project Consultant to resolve any claim for breach of contract made by Project Consultant that is not resolved in the ordinary course of business between Project Consultant and Owner.

5.1.1 Alternative Dispute Resolution Process. Owner may establish a dispute resolution process to be utilized in advance of that outlined in Tex. Gov’t Code, Chapter 2260.

5.1.2 Nothing herein shall hinder, prevent, or be construed as a waiver of Owner’s right to seek redress on any disputed matter in a court of competent jurisdiction.

5.1.3 In any litigation between the Owner and the Project Consultant arising from this Agreement or this Project, neither party will be entitled to an award of legal fees or costs in any judgment regardless which one is deemed the prevailing party.

5.1.4 Nothing herein shall waive or be construed as a waiver of the State’s sovereign immunity.

5.1.5 Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Project Consultant, in whole or in part. Owner and Project Consultant agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

5.1.6 In accordance with Chapter 2260, the Owner designates __________________________________________ as its representative for the purpose of reviewing Consultant's claim(s) and negotiating with Consultant in an effort to resolve such claim(s).

ARTICLE 6
PROJECT TERMINATION OR SUSPENSION

Termination for Cause: This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period. If a termination for cause under this section is later determined to be improper, the termination shall automatically convert to a termination for convenience and Project Consultants recovery for termination shall be strictly limited to the compensation allowable under a termination for convenience.

Termination for Convenience: This agreement may be terminated for convenience by the Owner in whole or in part, upon at least ten (10) days written notice to the Consultant.

Compensation: In the event of termination not the fault of the Consultant, the Consultant shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Consultant delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Consultant prior to termination.
ARTICLE 7
MISCELLANEOUS PROVISIONS

Entire Agreement. This Agreement supersedes all prior agreements, written or oral, between Consultant and Owner and constitutes the entire and integrated Agreement and understanding between the parties with respect to the subject matter of the Agreement. This Agreement may only be amended by a written instrument signed by both parties.

Assignment. This Agreement is a personal service contract for the services of Consultant, and Consultant’s interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Applicable Law. This Agreement shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without giving effect to principles of conflict of law.

Waiver. A delay or omission by either party in exercising any right or power under the Agreement shall not be construed as a waiver of that right or power. A waiver by either party of any term or condition of the Agreement shall not be construed as a waiver of any subsequent breach of that term or condition or of any other term or condition of the Agreement.

Severability. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, that determination shall not affect any other provision of this Agreement which shall be interpreted as if the invalid or unenforceable provision had not been included.

Independent Contractor. Consultant recognizes that Consultant is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide Consultant or its employees with any benefits normally associated with employee status. Consultant will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.

Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, Consultant 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.

Franchise Tax Certification. A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.093, Texas Government Code, Consultant agrees that any payments owing to Consultant under this Agreement may be applied directly toward any debt or delinquency that Consultant 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.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Consultant in the performance of services for Owner, which is not generally known to the public, shall be confidential and Consultant shall not disclose any such confidential information, unless required by law. Consultant shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.
Ethics Matters/No Financial Interest. Consultant and its employees, agents, representatives and subconsultants have read and understand the following:
University’s Conflicts of Interest Policy available at http://www.uta.edu/policy/hop/adm/5/508
and applicable state ethics laws and rules available at http://www.utsystem.edu/ogc/ethics

Neither Consultant nor its employees, agents, representatives or subconsultants 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. Consultant 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.

Notices. All notices referenced in this Agreement shall be provided in writing. Notices shall be deemed effective when delivered by hand delivery or on the third business day after the notice is deposited in the U.S. Mail. Facsimile notices are deemed effective on the first business day following the date the facsimile notice is received. Notices shall be sent to the following addresses:

To Owner:

Fax No.

To Consultant:

Fax No.

The parties may designate alternative persons or addresses for receipt of notices by written notice.

ARTICLE 8
DIRECT SALARY EXPENSE

Not Used

ARTICLE 9
REIMBUSABLE EXPENSES

Reimbursable Expenses are in addition to Compensation for Consultant’s Services and include actual and reasonable expenses incurred by the Consultant, its employees and its Consultants solely and directly in connection with the performance of Consultant’s Services for the following:
Expense of transportation (including coach class air travel) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

Reproductions, printing, binding, collating and handling of reports, and drawings and specifications or other project-related work product, other than that used solely in-house for Consultant and its Consultants.

Shipping or mailing of all reports, drawings, specifications, and other items in connection with the Project.

ARTICLE 10
ADDITIONAL SERVICES

Additional Services are services not included in the Consultant’s Services and not reasonably inferable from Consultant’s Services. Additional Services shall be provided only if authorized and confirmed in writing by the Owner. Prior to commencing any Additional Service, Consultant shall prepare for acceptance by the Owner an Additional Services Proposal detailing the scope of the Additional Services and the proposed fee for those services. Consultant shall proceed to perform Additional Services only after written acceptance of the Additional Services Proposal by Owner.

Upon acceptance by Owner, each Additional Services Proposal and the services performed by Consultant pursuant to such Additional Services Proposal shall become part of this Agreement and shall be subject to all the terms and conditions of this Agreement.

ARTICLE 11
PAYMENTS TO CONSULTANT

Consultant shall present monthly Applications for Payment to the Owner detailing the Consultant’s Services and approved Additional Services performed and the approved Reimbursable Expenses incurred for the Project in the previous month. With each application for payment, Consultant shall submit payroll information, receipts, invoices and any other evidence of payment which Owner or its designated representatives shall deem necessary to support the amount requested.

Owner shall promptly review the Application for Payment and notify Consultant whether the Application is approved or disapproved, in whole or in part. Owner shall promptly pay Consultant for all approved services and expenses. For purposes of Texas Government Code § 2251.021(a)(2), the date performance of services is completed is the date when the Owner's representative approves the Application for Payment.

Owner shall have the right to withhold from payments due Consultant such sums as are necessary to protect Owner against any loss or damage which may result from negligence by Consultant or failure of Consultant to perform its obligations under this Agreement.
ARTICLE 12
CONSULTANTS ACCOUNTING RECORDS

Records of Consultant costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for three years after final payment or abandonment of the Project, unless Owner otherwise instructs Consultant in writing. Consultant’s records shall be kept on the basis of generally accepted accounting principles.

ARTICLE 13
INSURANCE

For services performed on Owner’s premises, the Service Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the commencement of any work hereunder and shall maintain such coverage during the full term of the Agreement.

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000 each accident</td>
</tr>
<tr>
<td>Bodily Injury by Accident</td>
<td>$1,000,000 policy limit</td>
</tr>
<tr>
<td>Bodily Injury by Disease</td>
<td>$1,000,000 each employee</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Product/Completed Ops</td>
<td>$2,000,000 aggregate</td>
</tr>
<tr>
<td>Business Auto Liability</td>
<td></td>
</tr>
<tr>
<td>Combined Single Limit</td>
<td>$1,000,000 each occurrence</td>
</tr>
<tr>
<td>Professional Liability and Errors &amp; Omissions</td>
<td>$500,000 each claim</td>
</tr>
<tr>
<td></td>
<td>$500,000 aggregate</td>
</tr>
</tbody>
</table>

Services Provider shall include the Owner as an additional insured on the General Liability policy, and the Worker’s Compensation policy shall include a waiver of subrogation in favor of the Owner.

Required insurance shall not be cancelable without thirty (30) days’ prior written notice to Owner.

Upon request the Service Provider shall furnish complete sets of its insurance policies to Owner for review.

ARTICLE 14
INDEMNITY

The Services Provider shall hold Owner, The University of Texas System, and the Regents, officers, agents and employees of both institutions harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify Owner and The University of Texas System, their Regents, officers, employees, customers, agents, successors and assigns against any damage or claim of any type arising from the negligent or intentional acts or omission of the Services Provider, its employees, agents and/or assigns.
ARTICLE 15
CONSULTANT’S COMPENSATION

The Consultant’s Compensation for Consultant’s Services shall be as described in Exhibit 1. The maximum fee for Consultant’s Services shall not exceed ________________________ Dollars ($_____ ___________).

The Consultant’s Compensation for any approved Additional Services shall be as described in the Additional Services Proposal accepted by the Owner.

For Reimbursable Expenses approved by the Owner, a multiple of one and one-tenth (1.10) times the actual expense incurred by Consultant, its employees or its Consultants. Receipts of expenditures are required for any reimbursable expenses.

The Owner and Consultant have entered into this Agreement as of the Effective Date.

OWNER:          CONSULTANT:

By: ______________________  By: ______________________
Name: ____________________  Name: ____________________
Title: ____________________  Title: ____________________
EXHIBIT B
THE UNIVERSITY OF TEXAS AT ARLINGTON
INSURANCE REQUIREMENTS:

If this Contract requires the presence of Consultant, its employees, agents, suppliers or subconsultant (if any) on the property of The University of Texas at Arlington, Consultant will maintain and cause its agents, suppliers and subconsultant (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>TYPE OF COVERAGE</th>
<th>MINIMUM LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability:</td>
<td>$1,000,000 per Accident, Employee and Policy Limit</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td></td>
<td>Including contractual liability</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>Automobile Liability</td>
<td>$1,000,000 Single Limit</td>
</tr>
<tr>
<td></td>
<td>Must cover all owned, non-owned or hired automobiles</td>
</tr>
<tr>
<td>Professional Liability and Errors &amp; Omissions</td>
<td>$500,000 each claim</td>
</tr>
<tr>
<td></td>
<td>$500,000 aggregate</td>
</tr>
</tbody>
</table>

All policies (with the exception of Workers’ Compensation and Employer’s Liability) will be endorsed and name The University of Texas at Arlington, the Board of Regents of the University of Texas System (“Board”) and their officers and employees as Additional Insured’s for liability caused in whole or in part by Consultant’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 Consultant. Commercial General Liability Additional Insured endorsement including ongoing 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.

All Policies will be endorsed to provide a Waiver of Subrogation in favor of The University of Texas at Arlington and the Board. No policy will be canceled until after thirty (30) days unconditional written notice to 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 to any insurance policy required from University. 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
Office of Facilities Management
Box 19228
Arlington, TX 76019

Place the following in the “Description of Operations…” section of the certificate:

“For the Project, Broadcast and AV Infrastructure Consultant for College Park Center Broadcast System Update, The University of Texas at Arlington, The Board of Regents of The University of Texas System (“Board”), and their officers and employees are named as additional insured on the above policies except Worker’s Compensation. Waiver of Subrogation is provided in favor of certificate holder – The University of Texas at Arlington and the Board” as required by written contract between named insured and the certificate holder.
EXHIBIT C
RFQ EVALUATION WORKSHEET
RFQ # FM2017-009 BROADCAST AND AV INFRASTRUCTURE
CONSULTANT FOR COLLEGE PARK CENTER
BROADCAST SYSTEM UPDATE

RESPONDENT'S NAME: ________________________________

EVALUATOR: ___________________________    DATE: ____________

<table>
<thead>
<tr>
<th>Requirements for Statement of Qualifications</th>
<th>Points</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Respondent’s Statement of Qualifications and Ability to Undertake the Project</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>3.2 Prime Firm’s Ability to Provide Services</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>3.3 Project Team’s Ability to Provide Design Services</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>3.4 Respondent’s Performance on Past Representative Projects</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td>3.5 Respondent’s General Understanding of the UT Arlington Agreement</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>3.6 Respondent’s Knowledge of Best Practices</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>3.7 Respondent’s Ability to Identify and Resolve Problems on Past Projects</td>
<td>10</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL SCORE: __________________

Comments: _______________________________________________________________________
_________________________________________________________________________________
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