REQUEST FOR QUALIFICATIONS # FM2018-003
PROFESSIONAL CIVIL ENGINEERING SERVICES

THE UNIVERSITY OF TEXAS AT ARLINGTON
OFFICE OF FACILITIES MANAGEMENT
1225 WEST MITCHELL STREET, SUITE 205
ARLINGTON, TEXAS 76019
(817)272-3571    Fax (817)272-5794

QUALIFICATIONS SUBMITTAL DEADLINE: August 1, 2017

ISSUED ON: July 17, 2017
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REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL CIVIL ENGINEERING SERVICES
RFQ No.: FM2018-003

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

1.1 GENERAL INFORMATION: The University of Texas at Arlington (“Owner”) is soliciting statements of qualifications (“Qualifications”) for selection of Engineering firm(s) for services to be provided “as needed” (IDIQ Contract) 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 an “as needed” Engineering 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 the “most” qualified respondents.

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 RFQ information.

1.3 TYPE OF CONTRACT: Any contract resulting from this solicitation will be in the form of the Owner’s Standard Agreement, for Miscellaneous Services on Projects of limited size and scope, copy of which is attached to this RFQ as Exhibit 1.

1.4 CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be by addendum posted 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.

August 1, 2017 AT 3:00 PM CENTRAL DAYLIGHT TIME

PHYSICAL ADDRESS
University of Texas at Arlington
Office of Facilities Management
Judy McKinney, Contract Manager
1225 W. Mitchell St., Suite 205
Box 19228
Arlington, TX 76019
1.5.2 Submit One (1) original of the Qualifications with original signature and marked as “ORIGINAL”, Four (4) identical copies of the Qualifications, and One (1) electronic version of the Qualifications. An original signature must be included on the “Execution of Offer” document submitted with original qualifications. Exterior of envelope must be marked in lower left hand corner with “RFQ FM2018-003 QUALIFICATIONS”

1.5.3 Submit one (1) original and one (1) copy of the HUB Subcontracting Plan (HSP) as separate attachments to the Qualifications as described in Section 1.13. Exterior of envelope must be marked in lower left hand corner with “RFQ FM2018-003 HUB SUBCONTRACTING PLAN”.

1.5.4 Qualifications received late will be returned to the respondent.

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

1.5.6 Properly submitted Qualifications will not be returned to respondents.

1.5.7 Qualification 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 it’s 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
   Attention: Judy McKinney, Contract Manager
   1225 W. Mitchell Street, Suite 205
   Arlington, Texas 76013
   Phone: (817) 272-0820
   Fax: (817) 272-5794
   E-mail: Jmckinney@uta.edu

   Alternate contact: Viki Lewis, Contract Specialist
   Phone: (817) 272-0192
   Fax: (817) 272-5794
   Email: 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 all or any portion of the anticipated services for Projects. The Owner reserves the right to divide the Services into multiple awards, 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 request for qualifications. 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 **not** be held.

1.12 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply (this does not preclude an applicant from having consultants). The Owner will contract only with individual firms or formal organizations such as: a) sole proprietor, b) joint ventures, c) limited liability corporations, d) partnerships, or e) corporations licensed to practice in the State of Texas.

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 University of Texas at Arlington (UTA) has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses (See attached). The Policy applies to all contracts with an expected value of $100,000 or more. If UTA determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Qualifications.

Submit one (1) original and one (1) copy of the “Letter of HUB Commitment” (see Exhibit H attached) at the same time as Qualifications. The “Letter of HUB Commitment” shall be in a separate envelope from the Qualifications and is the only HUB form that is required to be submitted at the same time as the Qualifications. Failure to submit the required “Letter of HUB Commitment” will result in rejection of the Qualifications.

A HUB Subcontracting Plan or a HUB Self-Performance Plan will be required when each task order is assigned with an expected value of $100,000 or more. The Engineer must demonstrate a “Good Faith” effort to utilize HUB Businesses when subcontracting is needed and must follow the plan submitted when accepting each task order.

A HUB Subcontracting Plan “Prime Contractor Progress Assessment Report” form, listing all subcontractors who perform work or provide supplies for a task order or listing self-performance for a task order, must be submitted with each request for payment (invoice), regardless if a HUB Subcontracting Plan was required and regardless of the dollar amount of the task order.

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). Engineer agrees that each subcontractor 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 6 of the Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts.

1.18 PREVAILING WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the policies and procedures set forth in the U. T. System document, entitled "Prevailing Wage Guidelines." The penalty for violation of prevailing wage rates has been increased from $10.00 per underpaid worker per day or portion thereof to $60.00.

1.19 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.

1.20 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 POLICY REGARDING RECEIVING BENEFITS, GIFTS AND HONORARIA: This administrative policy defines, and in most cases restricts, the benefits, gifts, honoraria and other entertainment activities all UT-System staff may be exposed to, and supplements any provisions of state law or UT System rule or policy that is less restrictive. The policy covers "Conflicts of Interest" not allowed and items typically allowed.

Engineer and its employees, agents, representatives and subcontractors have read and understand 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 Engineer 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.

1.22 CRIMINAL BACKGROUND CHECKS. Individual who is assigned to perform the Work under this Agreement will be an employee of Engineer or an employee of a permitted subcontractor engaged by Engineer. Engineer is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Engineer 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 within the last twelve (12) months. Engineer or Engineer shall determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to
provide such services. Engineer will not knowingly assign any individual to provide services on University’s campus, which has a history of criminal conduct unacceptable for a university campus, including:
1) Drug distribution activity or felony drug possession
2) Sexual offenses
3) Crimes of violence involving physical injury to another person
4) Child abuses, molestation or other crimes involving child endangerment
5) Murder
6) Kidnapping
7) Theft or embezzlement
8) Any crime involving moral turpitude

Engineer 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, Engineer will provide University a letter signed by an authorized representative certifying compliance with this Section. Engineer will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Work.

1.23 GROUP PURCHASE AUTHORITY: Texas law authorizes institutions of higher education (defined by 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 Professional under this RFQ.

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 and include the University of Texas at Arlington Research Institute, Arlington Regional Data Center, and the University of Texas at Arlington Fort Worth Center at Santa Fe Station.

2.2 MISSION STATEMENT:
The mission of The University of Texas at Arlington is to pursue knowledge, truth and excellence in a student-centered academic community characterized by shared values, unity of purpose, diversity of opinion, mutual respect and social responsibility. The University is committed to life-long learning through its academic and continuing education programs, to discovering new knowledge through research and to enhancing its position as a comprehensive educational institution with bachelors’, masters’, doctoral, and non-degree continuing education programs.

2.3 PROJECT DESCRIPTION AND SCOPE:
Professional Engineering services will be provided on an “as needed” when called for basis (IDIQ Contract) for numerous separate task orders for minor projects requiring Professional Engineering Services. The University reserves the right to contract with one or more firms that respond to this RFQ and are highly evaluated.
Professional Engineer services are anticipated representing a wide variety of projects. Specific projects are likely to be identified with scopes that are predominately structural engineering. Services to include but not limited to:

A. Structural Engineering
B. Structural Strengthening
C. Building Condition and Performance Analysis
D. Infrastructure (utility evaluations, mapping, locations, relocations, renovations, etc.)
E. Drainage Corrections and redesign
F. Parking Lot Design, Layout, and Renovations

Owner does not warrant or represent that any or all of such potential work will actually be requested to be performed, or that Engineer will be entitled to perform any particular volume or amount of services. Engineering Firms must be registered with the Texas Board of Professional Engineering to provide engineering services to the public.

The initial contract will be from date of award of contract through one (1) year after award date. The University reserves the right to renew the contract for an additional two (2) years on an annual basis.

The Engineer will perform services for projects as specifically authorized by the Owner. The Engineer will consult with the Owner to clarify and define Owner’s requirements relative to the assignments and review available data. Requirements will be set forth in the Task Order issued for each assignment. Engineer shall perform within the professional standards normally accepted in the State of Texas, professional services associated with individual assignments as authorized by the Owner, and as described in the scope of services for each assignment so authorized by Task Order.

This will not be an exclusive contract between the selected Engineering firm(s) and The University of Texas at Arlington. The University reserves the right to contract for like-type services when such contracting is in the best interest of the University.

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 A INDEFINITE DURATION, INDEFINITE QUANTITY CONTRACT: (Maximum of two (2) printed pages, one sided, per question)

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

3.1.2 Provide a statement on the availability and commitment of the Prime Firm and assigned consultants to undertake the contract on an “as needed” basis.

3.1.3 Provide a brief history of the Prime Firm and each consultant proposed to be used on task orders.

3.1.4 Provide a graphic representation of the team for task orders, identifying the Prime Firm and each consultant proposed for task orders.
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 State whether Prime Firm will provide a copy of its financial statements for the past two (2) years, if requested by University.

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 services.

3.3 **CRITERIA THREE: PROJECT TEAM’S ABILITY TO PROVIDE PROJECT ADMINISTRATION SERVICES**

3.3.1 Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for principals and 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 and construction.

3.3.2 Provide resumes giving the experience and expertise of the members for each consultant that will be involved in the work assigned by task orders 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 team and the role each will play for this contract on an “as needed” basis.

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 a maximum of five (5) projects for which you have provided services that are most related to indefinite duration, indefinite quantity contract work. 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
- Actual start and finish dates for project
- 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)
- Consultants used (if any)

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 project, including telephone number
- Contractor’s name and representative who served as the day-to-day liaison
- 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.

3.5  **CRITERIA FIVE: RESPONDENT'S PAST PERFORMANCE ON UT-ARLINGTON PROJECTS OR UT-SYSTEM PROJECTS:**

3.5.1 Identify and describe the Prime Firm’s past experience on UT- Arlington and/or UT-System 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 or UT-System, 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, and description
- Final Cost, including Change Orders
- Actual start and finish dates for project
- 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 (if any)

3.6  **CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE CONTRACT AGREEMENT**

3.6.1 Provide a detailed list (i.e. bulleted) of all services and consultants you will provide to the Owner under Basic Services on this contract.

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

3.6.3 Provide a detailed list (i.e. bulleted) of all reimbursable services/expenses you will request from the Owner on this contract.
3.6.4 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 revised or negotiated prior to signing the Agreement.

3.7 CRITERIA SEVEN: RESPONDENT’S COMPLIANCE WITH THE CAMPUS MASTER PLAN

3.7.1 State your compliance with the Campus Master Plan and explain how you anticipate incorporating the requirements of the Campus Master Plan into the projects that are assigned to you by task orders. UTA Master Plan is available for review at this website:
http://www.uta.edu/masterplan/ut_arlington_master_plan.pdf

3.8 CRITERIA EIGHT: RESPONDENT’S KNOWLEDGE OF BEST PRACTICES

3.8.1 Describe the Prime Firm’s philosophy, methodology, and process for integrating institutional standards into services.

3.8.2 Describe the Prime Firm’s quality assurance program explaining the method used and how the firm maintains quality control during the performance of a project. 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.

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

3.8.4 The Owner has specific standards and specification requirements for projects. Describe how you propose to incorporate these requirements into your services.

3.8.5 Describe your firm’s experience working with the indefinity duration, indefinite quantity “as needed” delivery method.

3.8.6 Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner’s “as needed” 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.

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

3.8.8 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.

3.8.9 Describe how you plan to ensure continuity of task order objectives.

3.8.10 Describe the project team’s approach to assuring timely completion of a project, including methods you will use for schedule recovery if necessary.

3.8.11 Describe how you track Owner input and review comments on your document submittals to confirm that they have been addressed. Provide examples of reports/logs used for tracking response to and closure on Owner comments.
3.9 CRITERIA NINE: RESPONDENT’S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS

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

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

3.9.3 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.
3.10 CRITERIA TEN: EXECUTION OF OFFER
RFQ # FM2018-003

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.

3.10.1 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.

3.10.2 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.

3.10.3 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.

3.10.4 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.

3.10.5 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, or communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.

3.10.6 By signature hereon, Respondent represents and warrants that:

3.10.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;

3.10.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;

3.10.6.3 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;
3.10.6.4 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;

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

3.10.6.6 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.

3.10.7 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.

3.10.8 (Not used)

3.10.9 By signature hereon, Respondent certifies as follows:

3.10.9.1 “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.”

3.10.9.2 “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.”

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

3.10.10 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.

3.10.11 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).

3.10.12 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.

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

3.10.14 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, subcontractor, 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.

3.10.15 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.

3.10.16 By signature hereon, Respondent certifies that the only member(s) of the Board of Regents of The University of Texas System, UT System Chancellor, any UT institution president nor any executive officer of the University of Texas System or it’s component institutions that has a financial interest, directly or indirectly, in the transaction that is the subject of the contract is identified below. Attach additional pages as necessary.

(Printed Name)

(Firm’s Business Title)

(UT System Title)
3.10.17 Execution of Offer: RFQ No. FM2018-003

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 may subject the submittal to disqualification.

Respondent’s Name: ________________________________

Respondent’s State of Texas Tax Account No: ________________________________
(This 11 digit number is mandatory)

If a Corporation:

  Respondent’s State of Incorporation: ________________________________

  Respondent’s Charter No: ________________________________

Identify by name, each person who owns at least 25% of the Respondent’s business entity:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent’s Name) ________________________________ (Title) ________________________________

(Street Address) ________________________________ (Telephone Number) ________________________________

(City, State, Zip Code) ________________________________ (Email Address) ________________________________

(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 size 8-1/2” x 11”, one-sided only. The cover, table of contents, divider sheets, HUB Subcontracting Plan (Section 1.13), 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. 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 one-side letter-size (8-1/2” x 11”) paper and assembled with plastic spiral-type bindings (no metal), plastic binding combs (such as General Binding Corp. combs), or staples.

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.). Respondent is not required to number the pages of the HUB Subcontracting Plan.

4.5 **HUB SUBCONTRACTING PLAN SUBMITTAL:**

4.5.1 Submit one (1) original and one (1) copy of the “Letter of HUB Commitment” contained in Exhibit H (attached) at the same time as Qualifications in a separate envelope apart from the submittal of qualifications.

**SECTION 5 - ATTACHMENTS TO THE RFQ**

5.1 EXHIBIT 1: Draft Agreement Between UT-Arlington and Project Engineer

5.2 EXHIBIT 2: Evaluation Worksheet

5.3 EXHIBIT H: Policy on Utilization Historically Underutilized Businesses
This Agreement is made as of ________, 20__ (the “Effective Date”), by and between:

The Owner:
and
The Engineer: ____________________________
______________________________

This Agreement is for the provision of miscellaneous Engineer and technical support services for projects of limited scope, to be performed on a non-exclusive, indefinite quantity basis, as requested by the Owner in accordance with the terms of this Agreement. Engineer represents that he has the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement.

The Owner and the Engineer agree as follows:

ARTICLE 1
TERM OF AGREEMENT

1.01 Initial Term: This initial term of this Agreement shall begin on the effective date and shall expire twelve (12) months after that date unless renewed or terminated in accordance with the terms of the Agreement.

1.02 Renewal Option: The Owner has the option to renew this Agreement terms for two (2) successive twelve (12) month periods upon written notice to the Engineer at least sixty (60) days prior to the expiration of the initial or any subsequent term.

1.03 Completion of Work in Progress: The Owner has the option to extend the term of this Agreement, or any renewal period, as necessary for Engineer to complete work on any project approved by the Owner prior to the expiration of the Agreement.

ARTICLE 2
MAXIMUM AUTHORIZED CONTRACT SUM

2.01 Maximum Contract Sum: The total, maximum, not-to-exceed amount of money authorized for payment to Engineer for services provided pursuant to this Agreement is ______________________ Dollars ($__________.00). Total billings for authorized work performed by the Engineer shall not exceed this maximum contract sum. The maximum contract sum shall not be increased except by written amendment to this Agreement executed by the Owner and the Engineer.

2.02 No Minimum Amount of Work: Owner makes no representations regarding the amount or type of services, if any, that Engineer will be asked to provide to Owner during the term(s) of this Agreement. It is expressly understood that the Owner is under no obligation to request any services from Engineer and no minimum amount of
work is required or contemplated under this Agreement. All service requests will be made by the Owner on an as-needed basis, subject to future agreement on the scope of the work and the fee.

ARTICLE 3
SCOPE OF WORK

3.01 **In General:** The Engineer agrees to provide Engineer and technical services on a per-project basis as requested by the Owner in accordance with the terms of this Agreement. These services are generally describes as, but are not limited to:

- Structural Engineering
- Structural Strengthening
- Building Condition and Performance Analysis
- Infrastructure
- Drainage Corrections and Redesign;
- Parking Lot Design/Layout/Renovation.

3.02 **Project Scope:** The specific scope of work for each project shall be determined in advance and in writing between the Owner and the Engineer.

3.03 **Project RFP:** The Owner shall prepare a Project Request for Proposal ("Project RFP") identifying the project and describing, in general, the intended scope and character of the project, the preliminary cost estimate and schedule for the project, and the basic services to be provided by the Engineer for the project.

3.04 **Project Proposal:** In response to a Project RFP, the Engineer shall provide Owner with a written Project Proposal. The Project Proposal shall include the following:

a. An narrative description of Engineer’s understanding of the project scope of work;
b. A detailed statement of the basic and additional services anticipated for the project, including a list of deliverables;
c. A description of particular phases of the scope of the work, if applicable;
d. A Fee Proposal detailing:
   1. the total fee for providing the basic services expressed as a “Not to Exceed” amount;
   2. the total fee for providing additional services expressed as a “Not to Exceed” amount; and
   3. the total anticipated amount for reimbursable expenses;
e. A proposed date to commence the work;
f. A list of all consultants, persons and firms that Engineer proposes to use in the performance of Engineer’s scope of work;
g. A schedule of hourly billing rates for any consultants that Engineer proposes to use in the performance of Engineer’s scope of work;
h. A HUB Subcontracting plan, if required;
i. Any qualifications or conditions applicable to the Project Proposal; and
j. A summary statement of the amount of all previous proposals entered into under this Agreement to date.

3.05 **Project Proposal Review:** The Owner and the Engineer shall review Engineer’s Project Proposal and negotiate any changes, clarifications or modifications thereto. The Engineer shall submit a revised Project Proposal incorporating any changes, clarifications or modifications made in the review process. The Owner may accept, reject or seek modification of any Project Proposal.

3.06 **Notice to Proceed:** Upon approval of a Project Proposal by the Owner, the Owner shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Engineer to begin the work identified in the Project Proposal on the date specified in the Notice. The Notice to Proceed shall include a Purchase Order number specific to the project.
ARTICLE 4
ENGINEER’S GENERAL SERVICES AND RESPONSIBILITIES

4.01 Project Manager: The Engineer shall manage the Engineer’s services and administer any project authorized pursuant to this Agreement. The Engineer shall provide and/or coordinate the basic services necessary and reasonably inferable for the complete performance of any project authorized pursuant to this Agreement.

4.02 Standard of Care: Engineer agrees to use its best professional efforts, skill, judgment, and abilities to perform Engineer's services in an expeditious and timely manner as is consistent with professional standards of care and the orderly progress of any project authorized pursuant to this Agreement. Engineer shall at all times provide a sufficient number of qualified personnel to accomplish Engineer's services within the time limits set forth in the schedule.

4.03 Compliance with Laws: Engineer shall endeavor to perform Engineer'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.

4.04 Existing Conditions: Engineer shall use reasonable efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Engineer by Owner, or any other party, that Engineer uses for the Project.

4.05 Correction of Work: Engineer's services shall be reasonably accurate and free from material errors or omissions. Upon notice, Engineer shall promptly correct any known or discovered error, omission, or other defect without any additional cost or expense to Owner.

4.06 Phasing: The Engineer shall not proceed beyond any previously authorized phase of the work for a project unless authorized by the Owner in writing, except at the Engineer’s own financial risk. Applicable phases of the scope of work shall be identified in the Project Proposal.

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

4.08 Documentation: The Engineer shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Project Proposal. The Engineer shall bear the cost of providing all plans, specifications and other documents used by the Engineer and its consultants.

ARTICLE 5
THE OWNER’S RESPONSIBILITIES

5.01 Project Program: The Owner shall provide a Project RFP setting forth the Owner’s description of the project scope; preliminary project budget; schedule; objectives, characteristics and constraints; and a description of the basic services to be provided by the Engineer for the project.

5.02 Representative: The Owner designates the Office of Facilities Services as its representative authorized to act in the Owner's behalf with respect to the Project. The Owner designates the Director of Facilities Services or his designee as its representative for the purpose of administering this contract.

5.03 Special Information: The Owner shall furnish available property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special data and conditions relevant to the project. Owner shall furnish other special investigations of the Project site as requested by the Engineer and as reasonably necessary for the Project. Engineer shall exercise reasonable care in relying upon this information in the performance
of its services under this Agreement. Owner makes no warranties or representations as to the accuracy or suitability of
information provided to the Engineer by the Owner or by others.

5.04 Entry on Land: The Owner shall assist Engineer in gaining entry to state owned or controlled
property as necessary for Engineer to perform its services under this Agreement.

5.05 Administrative Services: The Owner shall furnish all legal, accounting, auditing and insurance
counseling services that it requires for the Project.

5.06 Review of Work: The Owner will review the Engineer's documents at the completion of each stage of
development as described in the Project Proposal. Owner’s review comments or decisions regarding the documents will
be furnished to the Engineer in a reasonably prompt manner. The Owner will notify the Engineer in writing of any
material error or omission or other defect in the project or any conflict in the contract documents that the Owner becomes
aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

5.07 Time for Response: The Owner shall furnish required information and services and shall render
approvals and decisions as expeditiously as necessary for the orderly progress of the Engineer's services and of the Work.

ARTICLE 6
ACCEPTANCE OF WORK

6.01 Owner's Satisfaction: All work performed under this Agreement shall be completed to the
satisfaction of the Owner’s representative assigned to the project. The Owner’s representative shall decide all
questions regarding Engineer’s performance under the Agreement and such decisions shall be final and conclusive.

6.02 Correction of Work: Should Engineer’s services not conform to the requirements of this Agreement
and the Project Proposal as determined by the Owner’s representative, Owner may order the Engineer to re-perform
such services at no additional expense to the Owner or deduct the fees for such services from any other fees payable to
the Engineer.

6.03 Liability: Owner’s approval or acceptance of Engineer's services will not release Engineer from any
liability for such services because Owner is, at all times, relying upon Engineer's skill and knowledge in performing
Engineer's services.

ARTICLE 7
COMPENSATION FOR SERVICES RENDERED

7.01 Owner’s Approval Required: Owner agrees to pay Engineer for those services rendered at Owner's
specific request, in advance and in writing.

7.02 Scheduled Billing Rates: Attached as Exhibit A, and incorporated herein, is Engineer’s Schedule of
Billing Rates, including hourly billing rates and/or per service billing rates as applicable. The Billing Rates include all
costs for any identified services and the Engineer shall not be entitled to any additional compensation for providing
those services. The Schedule of Billing rates shall remain in full force and effect for the term of this Agreement,
including all renewal periods.

7.03 Basic Service: For Basic Services rendered in connection with any project authorized pursuant to this
Agreement, Engineer shall be compensated on an hourly rate basis or on a per-service fee basis in accordance with
Engineer’s Project Proposal, up to the maximum “Not to Exceed” amount approved in Engineer’s Project Proposal.

7.04 Additional Services: Additional Services are services not identified or reasonably inferable as Basic
Services included in a Project Proposal. Additional Services shall be provided only if authorized or confirmed in writing
by the Owner. For approved Additional Services provided in connection with any project authorized by this
Agreement, Engineer shall be compensated on an hourly rate basis or on a per-service fee basis in accordance with
Engineer’s Additional Services Proposal, up to the maximum “Not to Exceed” amount approved in Engineer’s
Additional Services Proposal.
7.05 **Consultant Costs:** Unless approved in advance by the Owner, Engineer shall pay for all consultant services and costs associated with his services under this Agreement, whether basic services or additional services, out of his fees. Owner is not responsible for any such consultant fees or costs unless otherwise agreed to in writing.

**ARTICLE 8**
**REIMBURSABLE EXPENSES**

8.01 **Reimbursable Expenses:** Reimbursable Expenses are in addition to compensation for basic and additional services. Reimbursable Expenses recoverable by the Engineer under this Agreement are limited to the following:

a. Expenses in connection with out-of-state travel, including coach class air fare and reasonable living expenses, as directed and approved in advance and in writing by the Owner;
b. Fees paid for securing approval of authorities having jurisdiction over any particular project;
c. Expenses of reproductions, printing, collating, postage and handling of Drawings, Specifications, Reports and other documents or other project related work product, but excluding plotting costs of drawings, reproductions for the use of Engineer and Engineer’s consultants as well as up to three (3) review sets as necessary for progressive reviews by Owner in accordance with the Project Proposal.
d. Communication expenses such as long distance telephone, facsimile transmissions, express charges and postage that are directly attributable to the project;
e. Disbursements made by the Engineer under approved subcontracts;
f. Reasonable costs for rental or use of special equipment, tools, and electronic data processing equipment required in connection with the project if approved in advance and in writing by Owner;
g. Expense of any additional insurance coverage or limits, requested by the Owner excluding professional liability and errors and omissions insurance required under Basic Services of this contract that exceed those normally carried by the Engineer and the Engineer’s consultants.

8.02 **Compensation for Reimbursable Expenses:** The Engineer and its employees and consultants, shall be compensated for the actual, out-of-pocket, reasonable costs for all approved Reimbursable Expenses that are incurred solely and directly in connection with the performance of the Engineer’s services and duties under this Agreement or in the interest of any particular project.

8.03 **Proposal Costs Not Recoverable:** Engineer is solely responsible for any expenses or costs, including expenditures of time, incurred by the Engineer and its employees and consultants in the development of Project Proposals or Additional Services Proposals. Such expenses or costs are not Reimbursable Expenses.

**ARTICLE 9**
**INVOICING**

9.01 **Monthly Invoices:** Engineer shall submit a monthly record or invoice of services performed under this Agreement identifying all fees earned and reimbursable expenses incurred in the previous month. Invoices shall be submitted in a format approved by the Owner and must contain at least the following information:

a. Project Name and Work Order Number;
b. Owner Agreement Number;
c. Engineer’s Tax Identification Number;
d. Name of Project Manager;
e. Identification of billing period, by calendar month, to which the invoice applies;
f. Itemized description of services provided including the names, billing rates and amount of time per task expended by all persons who performed services on the project during the billing period.
g. Completion status of project by percentage;
h. Total amount of invoice;
i. Total amount of prior invoices and maximum contract sum;
j. Copy of all receipts in support of any reimbursable expenses invoiced;

9.02 **Limited to Maximum Contract Sum:** It is the responsibility of Engineer not to provide services or submit invoices that exceed the maximum contract sum. Services provided, and/or expenses incurred that exceed the maximum contract sum without Owner's written consent will be at Engineer's financial risk and Owner shall not be obligated to pay for any such services or expenses.

9.03 **Prompt Payment:** For purposes of Texas Government Code § 2251.021(a)(2), the date the performance of service is completed is the date when the Owner's representative approves the invoice. Payment of invoices shall be made within 30 days of Owner's approval.

9.04 **Invoice Submittal:** Invoices shall be submitted to:

________________________________________
________________________________________

Attn: __________________________________

9.05 **Exceptions to Payment:** Regardless of any other provision of this Agreement, Owner shall not be obligated to make any payment requested by Engineer under this Agreement if any of the following conditions precedent exist:

a. Engineer is in breach or default under this Agreement;
b. The requested payment includes services not performed in accordance with this Agreement; provided, however, payment shall be made the balance of the services that are performed in accordance with this Agreement;
c. The total of Engineer's invoices exceed the maximum contract sum;
d. Engineer has failed to make payments promptly to consultants or other third parties used in connection with the services for which Owner has made payment to Engineer;
e. Engineer becomes insolvent, makes a general assignment of its rights or obligations for the benefit of its creditors, or voluntarily or involuntarily files for protection under the bankruptcy laws; or
f. If Owner, in its good faith judgment, determines that the balance of unpaid compensation is insufficient to complete the services required under this Agreement.

9.06 **Partial Payment:** No partial payment by Owner shall constitute or be construed as final acceptance or approval of any services or as a release of any of Engineer's obligations or liabilities with respect to such services.

9.07 **Subcontractor Payment:** Engineer shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the services.

9.08 **Final Payment and Release:** The acceptance by Engineer or Engineer's successors of final payment under this Agreement, shall constitute a full and complete release of Owner from any and all claims, demands, and causes of action whatsoever that Engineer or Engineer's successors have or may have against Owner pursuant to this Agreement except those claims specifically identified in writing by Engineer as unsettled at the time of the final request for payment.

**ARTICLE 10**

**ENGINEER'S ACCOUNTING RECORDS**

Engineer shall maintain records of costs, expenses and billings pertaining to services performed under this Agreement in accordance with generally accepted accounting principles. Such records shall be available to the Owner or the Owner's authorized representative at mutually convenient times for a period of at least three (3) years after expiration or termination of this Agreement. Owner shall have the right to audit and to verify the details set forth in Engineer's
ARTICLE 11
OWNERSHIP AND USE OF DOCUMENTS

11.01 All documents prepared by the Engineer are instruments of service and shall remain the property of the Engineer. The Owner shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Engineer for information and reference in connection with the Owner’s use and occupancy of the project. Owner shall have an irrevocable, fully paid-up perpetual license and right, which shall survive the termination of this agreement, to use the documents, including the originals thereof, and the ideas and designs contained therein, for any purpose.

11.02 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of the Engineer's rights.

ARTICLE 12
TERMINATION OF AGREEMENT

12.01 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 under section 12.02 and Project Engineers recovery for termination shall be strictly limited to the compensation allowable under section 12.02

12.02 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 Engineer.

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

ARTICLE 13
DISPUTE RESOLUTION

13.01 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 Engineer to resolve any claim for breach of contract made by Project Engineer that is not resolved in the ordinary course of business between Project Engineer and Owner.

13.02 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.

13.03 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.

13.04 In any litigation between the Owner and the Project Engineer 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.

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

13.06 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 Engineer, in whole or in part. Owner and
Project Engineer 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.

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

ARTICLE 14
INSURANCE

14.01 Contractor, consistent with its status as an independent contractor will carry at its sole cost and will cause its subcontractors to carry, at its sole cost, at least the following insurance, 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, in the following forms and with amounts not less than the following minimum limits of coverage:

14.01.1 Workers’ Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than $1,000,000:

- Employers Liability - Each Accident $1,000,000
- Employers Liability - Each Employee $1,000,000
- Employers Liability - Policy Limit $1,000,000

Workers’ Compensation policy must include any states where contractor performs operations for University.

14.01.2 Commercial General Liability Insurance with limits of not less than:
- Each Occurrence Limit $1,000,000
- Damage to Rented Premises $300,000
- Personal & Advertising Injury $1,000,000
- General Aggregate $2,000,000
- Products - Completed Operations Aggregate $2,000,000

The required Commercial General Liability policy will be issued on a form that insures Contractor’s liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

14.01.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 single limit of liability per accident for Bodily Injury and Property Damage
14.015 Professional Liability (Errors & Omissions) Insurance with limits of not less than $1,000,000 per claim. Such insurance will cover all Work performed by or on behalf of Contractor under this Agreement. Contractor warrants that any professional subcontractors used to perform scope under this agreement will maintain the same coverage as Contractor. Policies written on a claims-made basis will maintain the same retroactive date, if any, as in effect at the inception of this Agreement or will be effective prior to the inception date of this agreement. If coverage is written on a claims-made basis, Contractor agrees to purchase and keep continuous coverage in force during the contract term with University. If a claims-made policy is cancelled, expires or is replaced during the contract term, Contractor agrees to purchase an Extended Reporting Period Endorsement effective for thirty-six (36) months after the expiration, cancellation or replacement of the policy in order to maintain continuous coverage throughout the contract period, and be effective thirty-six (36) months after the contract period, the expiration, cancellation or replacement of the policy. No Professional Liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least twenty-four (24) months after the expiration or termination of this Agreement for any reason.

14.02 Contractor will deliver to University:

14.02.1 Evidence of insurance on a Texas Department of Insurance approved certificate form (Acord form is a Texas Department of Insurance pre-approved 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 prior to each annual insurance policy renewal.

14.02.2 All insurance policies (with the exception of workers’ compensation, and employer’s liability and professional liability) will be endorsed and name The University of Texas at Arlington, The University of Texas System Board of Regents, The University of Texas System, and UT-System officers and employees as Additional Insureds 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 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.

14.02.3 Contractor hereby waives all rights of subrogation against The University of Texas at Arlington, The University of Texas System Board of Regents, The University of Texas System, and officers and employees. All insurance policies will be endorsed to provide a waiver of subrogation in favor of The University of Texas at Arlington, The University of Texas System Board of Regents, The University of Texas System, and UT-System officers and employees. No policy will be canceled until after thirty (30) days' unconditional written notice to University. Contractor will be required to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this Section 14.

14.02.5 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed or emailed to the following University contact:

The University of Texas at Arlington
Office of Facilities Management
Attention: Judy McKinney
1225 W. Mitchell Street, Suite 205
Box 19228
Arlington, TX  76019
Email: Jmckinney@uta.edu
14.02.6 Contractor’s or subcontractor’s insurance will be primary to any insurance carried or self-insurance program established by University or the University of Texas System. Contractor’s or subcontractor’s insurance will be kept in force until all Work has been fully performed and accepted by University in writing.

14.02.7 Professional Liability Insurance should be kept in force continuously during the contract term with University. Coverage written on a claims-made basis requires Administrator to purchase an Extended Reporting Period Endorsement, if policy expires, is canceled or replaced during the contract term, effective for thirty-six (36) months after the expiration, cancellation, or replacement of the policy.

ARTICLE 15
INDEMNITY

THE ENGINEER 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 ENGINEER, ITS EMPLOYEES, AGENTS AND/OR ASSIGNS.

ARTICLE 16
HISTORICALLY UNDERUTILIZED BUSINESSES

The Owner has adopted a policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. The Policy and it requirements can be found on the following website:
http://www.utsystem.edu/offices/historically-underutilized-business/hub-forms

Engineer, as a material provision of the Agreement, must comply with the requirements of the Policy and adhere to any HUB Subcontracting Plan submitted with Engineer’s Proposal. No changes to the HUB Subcontracting Plan can be made by the Engineer without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 17
MISCELLANEOUS PROVISIONS

17.01 Appointment of Representative: Owner may designate a representative to act partially or wholly for Owner in connection with this Agreement. Engineer shall coordinate its services solely through the designated representative.

17.02 Independent Contractor: Engineer acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Engineer or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Engineer is responsible for all income taxes required by applicable law.

17.03 Confidentiality: The Engineer shall treat any Owner supplied information or information pertaining to Owner's business as confidential and shall not disclose any such information to others except as necessary for the performance of this Agreement or as authorized by the Owner in writing.

17.04 Successors and Assigns. The Owner and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Agreement. This Agreement is a personal service contract for the services of Engineer, and Engineer's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Agreement are, however, assignable by Owner.
17.05 **Subcontracting:** The Engineer agrees not to subcontract any part of the work without the prior written consent of Owner. If subcontracting is permitted, the Engineer must identify the subcontractor(s) to Owner prior to any subcontractor beginning work. Submission and approval of a Historically Underutilized Businesses (HUB) Sub Contractor Plan is considered consent under this Article.

17.06 **Loss of Funding:** Performance by Owner 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 Owner shall issue written notice to Engineer and Owner may terminate this Agreement without further duty or obligation hereunder. Engineer acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

17.07 **Open Records:** All information, documentation and other material submitted by the Engineer may be subject to public disclosure under the Public Information Act, Texas Government Code Chapter 552.

17.08 **Family Code Child Support Certification:** Pursuant to Section 231.006, Texas Family Code, the Engineer 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.

17.09 **Franchise Tax Certification:** A corporate or limited liability company Contractor 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.

17.10 **Payment of Debt or Delinquency to the State:** Pursuant to Sections 2107.008 and 2252.093, Texas Government Code, Engineer agrees that any payments owing to Engineer 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

17.11 **Taxes:** The University of Texas System is a tax exempt State of Texas Agency under Chapter 151, Texas Tax Code and an institution of higher education. Engineer shall avail itself of all tax exemptions applicable to Engineer’s work or expenses.

17.12 **Captions:** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

17.13 **Severability:** Should any provisions(s) of this Agreement be held invalid or unenforceable in any respect that provision shall not affect any other provisions and this Agreement shall be construed as if the invalid or unenforceable provision had not been included.

17.14 **Waivers:** No delay or omission by either party in exercising any right or power provided under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Agreement shall not be construed as a future waiver of that provision or a waiver of any other provision of the Agreement.

17.15 **Force Majeure:** No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Agreement due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

17.16 **Governing Law:** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Tarrant County, Texas.
17.17 **Entire Agreement:** This Agreement constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Agreement or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Agreement.

17.18 **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 [http://www.uta.edu/policy/hop/adm/5/508](http://www.uta.edu/policy/hop/adm/5/508), University’s Standards of Conduct Guide available at [http://www.uta.edu/ouc/downloads/compliance/pdf/conduct_guide.pdf](http://www.uta.edu/ouc/downloads/compliance/pdf/conduct_guide.pdf) and applicable state ethics laws and rules available at [http://www.utsystem.edu/ogc/ethics](http://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.

17.19 **Disclosure of Interested Parties:** By signature hereon, Engineer certifies that, if the value of this agreement exceeds $1 Million, it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC), if applicable, and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Engineer.

17.20 **No Publication:** Engineer will not make any press releases, public statements, or advertisement referring to this Agreement, or release any information relative to this Agreement or any project authorized under this Agreement for publication, advertisement or any other purpose, without the prior written approval of the Owner.

**ARTICLE 18**

**NOTICES**

18.1 All notices, consents, approvals, demands, requests or other binding communications under this Agreement shall be in writing. Written notice may delivered in person to the designated representative of the Engineer or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

18.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

(1) If to Owner: __________________________________________
    __________________________________________
    Fax: __________________________________________

(2) With Copies to: __________________________________________
    __________________________________________
    Fax: __________________________________________

(3) If to Engineer: __________________________________________
    __________________________________________
    Fax: __________________________________________
IN WITNESS WHEREOF, Owner and Engineer have executed and delivered this Agreement effective as of the date identified above.

OWNER:       ENGINEER:

By: _______________________   By: _______________________
Name: ___________________   Name: _____________________
Title: ___________________   Title: _____________________

EXHIBITS

Exhibit A—Engineer's Schedule of Billing Rates
EXHIBIT 2:
A/E RFQ EVALUATION WORKSHEET
RFQ # FM2018-003 PROFESSIONAL CIVIL ENGINEERING SERVICES

RESPONDENT’S NAME: ______________________________________________________

EVALUATOR: ___________________________ DATE: _______________

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<th>Requirements for Statement of Qualifications</th>
<th>Points</th>
<th>Score</th>
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<td>3.1 Respondent’s Statement of Qualifications and interest in providing “As Needed” services (indefinite duration/indefinite quantity contract)</td>
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<td>3.2 Prime Firm’s Ability to Provide Services</td>
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<td>3.3 Project Team’s Ability to Provide Design &amp; Construction Administration Services</td>
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<td>3.4 Past Performance on Past Representative Projects</td>
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<td>3.5 Past Performance on UT-Arlington or UT-System Projects</td>
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<tr>
<td>3.6 Respondent’s General Understanding of UT-Arlington A/E Agreement</td>
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<td>3.7 Respondent’s Compliance with Campus Master Plan</td>
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<td>3.8 Respondent’s Knowledge of Best Practices</td>
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<tr>
<td>3.9 Respondent’s Ability to Identify and Resolve Problems on Past Projects</td>
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</table>

TOTAL SCORE: ____________

Comments: ________________________________________________________________
________________________________________
EXHIBIT H

POLICY ON UTILIZATION
HISTORICALLY UNDERUTILIZED
BUSINESSES

Professional Services
The University of Texas System  
Office of HUB Development  
Policy on Utilization of Historically Underutilized Businesses (HUBs)

CONTENTS

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- HUB Subcontracting Plan Quick Checklist  Page 42
- HUB Subcontracting Plan (HSP)  Page 43
- HUB Subcontracting Opportunity Notification Form  Page 50
- HUB Subcontracting Plan Prime Contractor Progress Assessment Report  Page 51

NOTE:
Complete HUB Subcontracting Plan is attached for informational purposes for the term of the contract. Only the Letter of HUB Commitment (one original and one copy) is required to be submitted with your response to the RFQ for indefinite duration/indefinite quantity contract.
Introduction
In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.13 of the Texas Administrative Code (TAC), The Board of Regents of the University of Texas System, acting through the Office of HUB Development shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction services, including professional and consulting services; and commodities contracts. The HUB Rules promulgated by the Texas Comptroller of Public Accounts (the “Texas Comptroller”), set forth in 34 TAC Sections 20.10-20.28, encourage the use of HUBs by implementing these policies through race-, ethnic- and gender-neutral means.

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the following goals as specified in the State of Texas Disparity Study:

- 11.2% for heavy construction other than building contracts;
- 21.1% for all building construction, including general contractors and operative builders contracts;
- 32.7% for all special trade construction contracts;
- 23.6% for professional services contracts;
- 24.6% for all other services contracts; and
- 21% for commodities contracts.

The University of Texas System, and all institutions included in the UT System, shall make a good faith effort to meet or exceed these goals to assist HUBs in receiving a portion of the total contract value of all contracts that U. T. System expects to award in a fiscal year. The University of Texas System may achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F.
SUMMARY OF REQUIREMENTS
Historically Underutilized Business (HUBs) Subcontracting Plan

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 (HUBs) in all contracts. Accordingly, The University of Texas System 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. The University of Texas at Arlington is the contracting authority.

1. In all contracts for professional services, contracting services, and/or commodities with an expected value of $100,000 or more, The University of Texas at Arlington (“U. T. Arlington” or the “University”) will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not U. T. Arlington has determined that subcontracting opportunities are probable in connection with the contract. A HUB Subcontracting Plan is a required element of the Engineer, contractor or vendor Response to the purchase solicitation. The HUB Subcontracting Plan shall be developed and administered in accordance with the Policy. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Response.

2. If subcontracting opportunities are probable, U. T. Arlington will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents, and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
   b. When subcontracting opportunities are probable, but the Respondent can perform such opportunities with its employees and resources, the Respondent’s HUB Subcontracting Plan shall include the Self Performance HUB Subcontracting Plan, Section 3 – Self Performance Justification as the HUB Subcontracting Plan (HSP). [34 TAC §20.14 (d)(5)(A)(B)(C)(D)].

3. If subcontracting opportunities are not probable, U. T. Arlington will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
   a. When subcontracting opportunities are not probable, and the Respondent proposes to perform all of the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes the Self Performance HUB Subcontracting Plan, Section 3 – Self Performance Justification as the HUB Subcontracting Plan (HSP).
   b. When subcontracting opportunities are not probable, but the Respondent proposes to subcontract any part of the work, the Respondent shall submit a HUB Subcontracting Plan as prescribed by the Texas Comptroller identifying subcontractors.

4. Respondents shall follow, but are not limited to, procedures listed in the Policy when developing a HUB Subcontracting Plan.

5. Competitive Sealed Proposals (CSPs) Respondents shall submit a HUB Subcontracting Plan (packaged separately) with the Response on the submission date and time or as prescribed by the contract manager.

6. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, U. T. Arlington shall follow the procedures listed in the Policy. If accepted by the University, the HUB Subcontracting Plan shall become a provision of the Respondent's contract with The University of Texas at Arlington. Revisions necessary to clarify and enhance information submitted in the original HUB subcontracting plan may be made in an effort to determine good faith effort. Any revisions after the submission of the HUB Subcontracting Plan shall be approved by the HUB Director.
7. **D/B and CM @ Risk Responses:** Respondents to a “design build” or “construction manager-at-risk” purchase solicitation shall include the Letter of HUB Commitment in their Response attesting that the Respondent has read and understands the Policy on Historically Underutilized Businesses (HUBs), and a HUB Subcontracting Plan for all preconstruction and construction services includes **HUB Subcontracting Plan as prescribed by the Texas Comptroller specific to construction services identifying first, second and third tier subcontractors.** Respondents proposing to perform Part I services with their own resources and employees shall submit, as part of their HSP, the **Self Performance Justification.**

8. **D/B and CM @ Risk HUB Contract Requirements:** Contractors engaged under design-build and construction manager-at-risk contracts shall submit a HUB Subcontracting Plan for all Construction Phase Services, and, must further comply with the requirements of this Policy by developing and submitting a HUB Subcontracting Plan for each bid package issued in buying out the guaranteed maximum or lump sum price of the Project. The HUB Subcontracting Plans shall identify first, second and third tier subcontractors.

9. The University of Texas at Arlington shall reject any Response that does not include a fully completed HUB Subcontracting Plan, as required. **An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.**

10. Changes to the HUB Subcontracting Plan. Once a Respondent’s HUB Subcontracting Plan is accepted by U. T. Arlington and becomes a provision of the contract between Respondent and U. T. Arlington, the Respondent can only change that HUB Subcontracting Plan if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to U. T. Arlington for review; (c) U. T. Arlington (including U. T. Arlington’s Director of HUB Programs) approves Respondent’s proposed changes to its HUB Subcontracting Plan; and (d) U. T. Arlington and the Respondent amend their contract (via a writing signed by authorized officials of both parties) in order to replace the contract’s existing HUB Subcontracting Plan with a revised HUB Subcontracting Plan containing the changes approved by U. T. Arlington.

11. Expansion of Work. If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, U. T. Arlington wishes to expand the scope of work that the Respondent will perform under that contract through a change order or any other contract amendment (the “Additional Work”), U. T. Arlington will determine if the Additional Work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If U. T. Arlington determines that probable subcontracting opportunities exist for the Additional Work, then the Respondent must submit to U. T. Arlington an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HUB Subcontracting Plan must be approved by U. T. Arlington (including U. T. Arlington’s Director of HUB Programs) before (a) the contract may be amended by U. T. Arlington and the Respondent to include the Additional Work and the amended HUB Subcontracting Plan and (b) the Respondent performs the Additional Work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by U. T. Arlington for any Additional Work (i) without complying with 34 TAC Section 20.14 or (ii) before U. T. Arlington and that Respondent amend their contract to include a revised HUB Subcontracting Plan that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with U. T. Arlington. As a result of such breach, U. T. Arlington will be entitled to terminate its contract with the Respondent, and the Respondent will be subject to any remedial actions provided by Texas law, including those set forth in Chapter 2161, Texas Government Code, and 34 TAC Section 20.14. University may report a Respondent’s nonperformance under a contract between that Respondent and U. T. Arlington to the Texas Comptroller in accordance with 34 TAC Sections 20.101 through 20.108.

12. A Response may state that the Respondent intends to perform all the subcontracting opportunities with its own employees and resources in accordance with the Policy. However, if such a Respondent enters into a contract with U. T. Arlington as a result of such a Response but later desires to subcontract any part of the work set
forth in that contract, before the Respondent subcontracts such work it must first change its HUB Subcontracting Plan in accordance with the provisions of Section 10 above.

13. The University of Texas at Arlington shall require a professional services firm, contractor or vendor to whom a contract has been awarded to report the identity and the amount paid to its subcontractors on a monthly basis using a **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR)** as a condition for payment.

14. If the University of Texas at Arlington determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, U. T. Arlington, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC, Section 20.14, (g)(1) related remedies of nonperformance to professional services firms, contractor, and vendor implementation of the HUB Subcontracting Plan.

15. In the event of any conflict between this “Summary of Requirements” and the remainder of the HUB Policy, the remainder of the HUB Policy will control.

16. These requirements, including the attachments referred to above, may be downloaded over the Internet from [http://www.utsystem.edu/hub/hubforms.html](http://www.utsystem.edu/hub/hubforms.html). For additional information contact Laurie Thompson, HUB Coordinator, The University of Texas at Arlington, 817-272-2039.
### Summary of Attachments Required from Respondents

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<tbody>
<tr>
<td><strong>1. A.</strong> Respondent Proposes Subconsultants: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that subcontracting opportunities are probable.</td>
<td></td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td><strong>1. B.</strong> Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that subcontracting opportunities are probable, but the Respondent can perform such opportunities with its employees and resources.</td>
<td>X</td>
<td>X</td>
<td></td>
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<tr>
<td>2. UT ARLINGTON DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.</td>
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</tr>
<tr>
<td><strong>2. A.</strong> Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that subcontracting opportunities are not probable, but the Respondent can perform such opportunities with its employees and resources.</td>
<td>X</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. B.</strong> Respondent Proposes Subconsultants: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that subcontracting opportunities are not probable but the Respondent proposes to subcontract any part of the work.</td>
<td>X</td>
<td>X</td>
<td></td>
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</tr>
<tr>
<td><strong>3. Indefinite Duration/Indefinite Quantity Contracts:</strong> Submit with initial qualifications. Attachments required from the Respondent prior to contract execution for each contract associated with a solicitation for miscellaneous services.</td>
<td></td>
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<td>X</td>
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<tr>
<td><strong>4. Changes in the HUB Subcontracting Plan After Award:</strong> Attachments required from the Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.</td>
<td></td>
<td></td>
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<td>X</td>
</tr>
<tr>
<td><strong>5. Reporting:</strong> Progress Assessment Report (PAR) required with all payment requests. The submittal of this attachment is a condition of payment.</td>
<td></td>
<td></td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
Ms. Laurie Thompson  
HUB Programs Coordinator  
The University of Texas at Arlington  
219 W. Main Street  
Box 19135  
Arlington, Texas 76019  

Re: Historically Underutilized Business Plan for (Project Title)  
Project Number ___-___

Dear Ms. Thompson:

In accordance with the requirements outlined in the specification section “HUB Participation Program,” I am pleased to forward this HUB Subcontracting Plan as an integral part of our response in connection with your invitation for Request for Qualifications referencing the above project.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). I also understand the State of Texas Annual Procurement Goal according to 34 Texas Administrative Code Section 20.13 is 23.7% for all professional services contracts and Agency Goal is 18.48% for all professional services contracts.

This HUB Subcontracting Plan includes ____ Subcontracting Opportunities [refer to Section 2, page 12 representing ___ (no. of sub-consultants) sub-consulting disciplines with a total dollar value of ____________. These figures represent a cumulative percentage of ____%, representing ____% for minority-owned HUBs and ____% for women-owned HUBs. When a HUB is owned by minority women, I have classified that HUB as minority-owned rather than women-owned.

I understand the above HUB percentages must represent Texas Comptroller HUB certification standards. For each of the listed HUB firms, I have attached a Texas Comptroller Certification document, or, if the HUB is certified by another Texas Comptroller approved certifying agency, a copy of their approved certification document.

By completion of Section 4 of the HUB Subcontracting Plan, I affirm my intent to utilize the sub-consultants selected to perform the scope of work to be subcontracted.

Should we discover additional sub-consultants claiming Historically Underutilized Business status during the course of this contract we will notify you of the same. In addition, if for some reason a HUB is unable to fulfill its contract with us, we will notify you immediately in order to take the appropriate steps to amend this contractual obligation.

Sincerely,

(Project Executive)

cc: Project Manager
NOTE:
Complete HUB Subcontracting Plan is attached for informational purposes for the term of the contract. Only the Letter of HUB Commitment (one original and one copy) is required to be submitted with your response to the RFQ for indefinite duration/indefinite quantity contract.

Miscellaneous Service Agreements for
Indefinite duration/ indefinite quantity contracts
Letter of HUB Commitment (LHC) Professional Services

(BUSINESS LETTERHEAD)

Date

Ms. Laurie Thompson
HUB Programs Coordinator
The University of Texas at Arlington
219 W. Main Street
Box 19135
Arlington, Texas  76019

Re: Request for Qualifications # FM2018-003  Engineer / Engineer Professional Services

Dear Ms. Thompson,

In accordance with the requirements outlined in the specification section “HUB Participation Program,” I am pleased to forward this HUB Letter of HUB Commitment as an integral part of our submittal in connection with your invitation for request for qualifications.

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Business (HUB)s.

Good Faith Effort will be documented with each contract and will contain a Letter of Transmittal and HUB Subcontracting Plan with each contract solicited that will exceed $100,000 in value. An updated HUB Plan will be submitted prior to the execution of each contract process. Documentation of sub-consulted work will be provided with each pay request.

Sincerely,

Engineer’s (or Engineer's) Name

cc: Project Manager
HSP Quick Check List for Professional Services

Option One -
- If you are not subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete the following sections:
  a) Section 1 – Respondent and Requisition Information
  b) Section 2A – No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  c) Section 3 – Self Performing Justification - Check no and provide explanation in box.
  d) Section 4 – Affirmation

Option Two –
- If all of your subcontracting opportunities will be performed using only HUB vendors, complete the following sections:
  a) Section 1 - Respondent and Requisition Information
  b) Section 2A – Yes, I will be subcontracting portions of the contract
  c) Section 2B – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors
  d) Section 2C – Yes
  e) Section 4 – Affirmation
  f) Good Faith Effort (Attachment A) – Complete this attachment for each subcontracting opportunity

Option Three -
- If you are subcontracting with HUB vendors and Non-HUB vendors, and the total percentage of subcontracting with HUB vendors meets or exceeds the HUB Goal the contracting agency identified in “Agency Special Instructions/Additional Requirements”, complete the following:
  a) Section 1 - Respondent and Requisition Information
  b) Section 2A – Yes, I will be subcontracting portions of the contract
  c) Section 2B – List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to HUB vendors and Non HUB vendors
  d) Section 2(C) – No
  e) Section 2(D) – Yes
  f) Section 4 – Affirmation
  g) Good Faith Effort (Attachment A) – Complete this attachment for each subcontracting opportunity

Option Four -
- If you are subcontracting with HUB vendors and Non-HUB vendors (or only Non HUB vendors), and the total percentage of subcontracting with HUB vendors does not meet or exceed the HUB Goal the contracting agency identified in “Agency Special Instructions/Additional Requirements”, complete the following:
  a) Section 1 - Respondent and Requisition Information
  b) Section 2A – Yes, I will be subcontracting portions of the contract
  c) Section 2B – List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to HUB vendors and Non HUB vendors
  d) Section 2C – No
  e) Section 2D – No
  f) Section 4 – Affirmation
  g) Good Faith Effort (Attachment B) – Complete this attachment for each subcontracting opportunity
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)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

HUB Goal – 23.7%

SECTION 1  RESPONDENT AND REQUISITION INFORMATION

a.  Respondent (Company) Name: ____________________________  State of Texas VID #: ____________________________

Point of Contact: ____________________________  Phone #: ____________________________

E-mail Address: ____________________________  Fax #: ____________________________

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

c.  Requisition #: ____________________________  Bid Open Date: mm/dd/yyyy)

Page 43 of 51
SECTION 2  SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11, an “Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
   - [ ] Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
   - [ ] No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3.)

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

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.</td>
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</table>

Aggregate percentages of the contract expected to be subcontracted: % % %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at [http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/](http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/))

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
   - [ ] Yes (If Yes, continue to SECTION 4 and complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed.)
   - [ ] No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the “Agency Special Instructions/Additional Requirements”.
   - [ ] Yes (If Yes, continue to SECTION 4 and complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed.)
   - [ ] No (If No, continue to SECTION 4 and complete an “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed.)
**SECTION 2  SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

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

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<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for five (5) years or less.</td>
<td>%</td>
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<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for more than five (5) years.</td>
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<td>Percentage of the contract expected to be subcontracted to non-HUBs.</td>
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Aggregate percentages of the contract expected to be subcontracted: % % %
SECTION 3  SELF PERFORMING JUSTIFICATION (If you responded “No” to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ - Yes  (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - No  (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

Provide explanation:

SECTION 4  AFFIRMATION

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

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).

- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency’s prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.

- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company’s headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

____________________________________ _________________________________ ___________________ ___________________
Signature Printed Name Title Date

REMINDER:

- If you responded “Yes” to SECTION 2, Items c or d, you must complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b.

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

(Rev. 10/11)

**IMPORTANT:** If you responded “Yes” to SECTION 2, Items c or d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at [http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc](http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc)

**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 this attachment.

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<th>Item #</th>
<th>Description</th>
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**SECTION A-2  SUBCONTRACTOR SELECTION**

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

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<tr>
<th>Company Name</th>
<th>Texas Certified HUB</th>
<th>VID # (Required if Texas Certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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**REMINDEr:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.
**HSP Good Faith Effort - Method B (Attachment B)**

Enter your company’s name here:  ___________________________________________________________________________  Requisition #: ________________________

**IMPORTANT:** If you responded “No” to SECTION 2, Items c and d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at [http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc](http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc)

**SECTION B-1  SUBCONTRACTING OPPORTUNITY**

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

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
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**SECTION B-2  MENTOR PROTÉGÉ PROGRAM**

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

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

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

**SECTION B-3  NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at [http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/](http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/)

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at [http://www.window.state.tx.us/procurement/cmbl/cmblhub.html](http://www.window.state.tx.us/procurement/cmbl/cmblhub.html). HUB Status code “A” signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>VID #</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Did the HUB Respond?</th>
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c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency.

A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at [http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/](http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/)

d. Enter the name of the minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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<tr>
<th>Minority/Women Trade Organizations or Development Centers</th>
<th>Date Notice Sent (mm/dd/yyyy)</th>
<th>Was the Notice Accepted?</th>
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SECTION B-4 SUBCONTRACTOR SELECTION

a. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

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<thead>
<tr>
<th>Company Name</th>
<th>Texas Certified HUB</th>
<th>VID # (Required if Texas Certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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</table>

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

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

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

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to minority/women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

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

<table>
<thead>
<tr>
<th>Section A</th>
<th>PRIME CONTRACTOR’S INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
<td>State of Texas VID #:</td>
</tr>
<tr>
<td>Point-of-Contact:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section B</th>
<th>CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agency Name:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>Point-of-Contact:</td>
<td></td>
</tr>
<tr>
<td>Requisition #:</td>
<td>Bid Open Date:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Section C</th>
<th>SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Potential Subcontractor’s Bid Response Due Date:</td>
<td>**Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on: <strong>[Date]</strong></td>
</tr>
<tr>
<td>2. Scope of Work:</td>
<td></td>
</tr>
<tr>
<td>3. Required Qualifications:</td>
<td>- Not Applicable</td>
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<tr>
<td>5. Location to review plans/specifications:</td>
<td>- Not Applicable</td>
</tr>
</tbody>
</table>

(Note: In accordance with 34 TAC §20.14, 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 our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.)
HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

<table>
<thead>
<tr>
<th>Contract/Requisition Number:</th>
<th>Date of Award:</th>
<th>Object Code:</th>
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<tbody>
<tr>
<td></td>
<td>(mm/dd/yyyy)</td>
<td>(Agency Use Only)</td>
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Contracting Agency/University Name: ___________________________________________________________

Contractor (Company) Name: ________________________________________________________________

State of Texas VID #: ________________________________________________________________

Point of Contact: __________________________________________________________

Phone #: __________________________________________________________

Reporting (Month) Period: ________________________

Total Amount Paid this Reporting Period to Contractor: $ ________________________

Report HUB and Non-HUB subcontractor information

<table>
<thead>
<tr>
<th>Subcontractor’s Name</th>
<th>Subcontractor’s VID (Federal EIN Number or HUB Certificate Number/VID is required for all HUB subs)</th>
<th>*Texas Certified HUB? (Yes or No)</th>
<th>Total Contract $ Amount from HSP with Subcontractor</th>
<th>Total $ Amount Paid This Reporting Period to Subcontractor</th>
<th>Total Contract $ Amount Paid to Date to Subcontractor</th>
<th>Object Code (Agency Use Only)</th>
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Signature: _____________________________________________      Title: _____________________________     Date: _____________________

Printed Name:______________________________________________  Phone No._______________________________________________________

*Note: HUB certification status can be verified on-line at: http://www2.cpa.state.tx.us/cmb1/hubonly.html

Rev. 10/07