REQUEST FOR QUALIFICATIONS

By
The University of Texas Rio Grande Valley

For
Selection of a Vendor to Provide Services on Various on Call Architectural/Engineering and/or Surveying Projects

RFQ No. 16-JE-01

Submittal Deadline: July 13, 2016 3:00 pm CST

Issued: June 29, 2016
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SECTION 1

INTRODUCTION

1.1 The University of Texas Rio Grande Valley

The University of Texas Rio Grande Valley ("University") is a new university authorized by the laws of the State of Texas. The University began operations in August 2015. The University is part of The University of Texas System ("UT System") and leverages the existing strengths and resources of the campuses formerly known as The University of Texas – Pan American (located in Edinburg, Texas) ("UTPA"), The University of Texas at Brownsville (located in Brownsville, Texas) ("UTB"), and The University of Texas Health Science Center at San Antonio Regional Academic Health Center (located in Harlingen, Texas, and Edinburg, Texas) ("RAHC") UTB, UTPA and RAHC have more than 100,000 alumni. See more information about the University below:

- UTB, UTPA & RAHC Alumni: > 100,000
- Estimated University Initial Enrollment: > 30,000
- Estimated University Initial Faculty & Staff: 1,500
- Anticipated Budget: $400 million

Enrollment Headcount:

<table>
<thead>
<tr>
<th>Campus</th>
<th>Fall 2011</th>
<th>Fall 2012</th>
<th>Fall 2013</th>
<th>Fall 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>UTPA</td>
<td>19,034</td>
<td>19,302</td>
<td>20,053</td>
<td>21,015</td>
</tr>
<tr>
<td>UTB</td>
<td>8,625</td>
<td>8,146</td>
<td>8,612</td>
<td>8,047</td>
</tr>
<tr>
<td>RAHC-Edinburg</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RAHC-Harlingen</td>
<td>109</td>
<td>117</td>
<td>97</td>
<td>77</td>
</tr>
<tr>
<td>MS3-RAHC Based</td>
<td>18</td>
<td>15</td>
<td>19</td>
<td>15</td>
</tr>
<tr>
<td>MS3-Rotational</td>
<td>81</td>
<td>76</td>
<td>64</td>
<td>50</td>
</tr>
<tr>
<td>MS4</td>
<td>10</td>
<td>26</td>
<td>14</td>
<td>12</td>
</tr>
<tr>
<td>Total</td>
<td>27,768</td>
<td>27,565</td>
<td>28,762</td>
<td>29,139</td>
</tr>
</tbody>
</table>

(1) There is no enrollment at RACH campus in Edinburg as it is primarily a research facility.
(2) The students who rotate at the RAHC campus in Harlingen have been enrolled full time at UTHSCSA. The enrollment counts above reflect a group of students that complete their 3rd and 4th years of medical school in Harlingen, while another subset of students conduct a 4-6 week rotation in Harlingen then return to San Antonio.

Medical School Enrollment Projections:

<table>
<thead>
<tr>
<th>UTRGV Medical School</th>
<th>FY 2017</th>
<th>FY 2018</th>
<th>FY 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>50</td>
<td>100</td>
<td>150</td>
</tr>
</tbody>
</table>

Additional information regarding enrollment and demographic data is available online for the Edinburg Campus at http://portal.utpa.edu/utpa_main/pres_home/oire_home and for Brownsville Campus at http://www.utb.edu/provost/irpe/dmr/Pages/sdata.aspx.

Employee FTE:
UT System has allocated $196 million to support the infrastructure of The University.

Approximately 89% of the student population is Hispanic, reflecting the demographic characteristics of the region. Approximately 70% of the students are first generation college students from around the South Texas region.

The University will be one of the first universities of the 21st century in Texas with a fully integrated medical school within its mission of teaching, research, health care education, and service. The University will be an institution with a new model of higher education and a distinctive culture. The University will be the second largest Hispanic serving institution in the nation, the fourth largest institution in the UT System, and the eighth largest higher education institution in Texas.

The University is located in the state’s sixth most-populous metropolitan area (McAllen-Edinburg-Mission Metropolitan Statistical Area). The Rio Grande Valley is located in the southernmost tip of Texas and lies along the northern bank of the Rio Grande River, which separates Mexico from the United States. The Valley is made up of four counties – Starr, Hidalgo, Willacy, and Cameron – and is one of the fastest growing areas in Texas with an estimated population of 1,300,000. The Valley has a rich cultural heritage and hosts large agribusiness, international banking, and ecotourism industries.

The University also has satellite locations in Rio Grande City, McAllen and South Padre Island’s Coastal Studies Lab. The University’s border location as a gateway for the Americas to initiate projects infused with global perspectives.

Additional information about The University can be found at this link:

http://www.utsystem.edu/news/topics/project-south-texas

### 1.2 Background and Special Circumstances

The University of Texas Rio Grande Valley is a component institution of The University of Texas System and a state agency and institution of higher education. The University consists of four campuses, office campus facilities and leased facilities located as follows:

#### Campuses
- **Brownsville Campus** One West University Boulevard, Brownsville, TX
- **Edinburg Campus** 1201 West University Drive, Edinburg, TX
- **Harlingen Campus** 2102 Treasure Hills Blvd, Harlingen, TX
- **Rio Grande City Campus** 138 N. FM 3167, Rio Grande City, TX

Brownsville, Texas - Off Campus Facilities & Leased Facilities
• Resaca Village 1601 E. Price Road, Suite E
• The Woods 451 E. Alton Gloor
• Stargate Office 615 E. 11th Street
• Stargate Research Labs E. Boca Chica Blvd.
• Cueto House 1301 E. Madison

Coastal Areas - Off Campus Facilities & Leased Facilities
• Costal Research Labs 901 S. Garcia Street, Port Isabel, TX
• Coastal Studies Lab 100 Marine Lab Dr., South Padre Island, TX
• Port Mansfield Space Port 630 Laguna Drive, Port Mansfield, TX

McAllen, Texas - Off Campus Facilities & Leased Facilities
• McAllen Teaching Site 1800 S. Main Street, Suite 1100
• McAllen Recruiting Office 2825 Pecan Blvd., Suite C
• Advanced Tooling Lab 5700 International Parkway, Suite A-2

Edinburg, Texas - Off Campus Facilities & Leased Facilities
• University Financial Services 2406 W. University
• CESS Building 1407 E. Freddy Gonzalez
• John Austin Pena Clinic 3341 E. Richardson Road
• Alumni Center 2412 S. Closner
• Visual Arts Building 2412 S. Closner

1.3 Objective of this Request for Qualifications

The University of Texas Rio Grande Valley (the “University”), acting through the University’s Office of the Associate Vice President for Facilities Planning & Operations, is soliciting qualified architects, engineers, surveyors (“Professional” or “Professionals”) to submit qualifications in response to this Request for Qualifications for Selection of a Professional(s) to Provide Architectural, Engineering, and Surveying Services related to various projects for the University, in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (collectively, the “Project”). The scope of work (“Work”) for the Project is more particularly described in Section 1.4, “Scope of Work and Compensation”. The extent and scope of Work will depend on various University considerations, including budget and operational needs. The firm(s) selected shall also coordinate necessary meetings, complete appropriate field inspections, and fulfill other normal design professional services. This Request for Qualifications (“RFQ”) provides Respondents with the information necessary to prepare and submit Qualifications for consideration by the University. For purposes of this RFQ, the successful Respondent shall be sometimes referred to as “Professional.”

Respondents are encouraged to submit qualifications and propose contractual arrangements offering the maximum benefit to University in terms of (1) demonstrated competence and qualifications to perform the services related to the project.

The University is seeking to award separate and multiple contracts for the various professional services as listed below.

a. Architectural/Engineering Services – On call services for typical design and construction projects that involve architectural and/or engineering projects.
b. Mechanical/Electrical Engineering Services -- On call services for mechanical and/or electrical related projects.
c. Structural Engineering Services - on call services for structural design and consultation related projects.
d. Civil Engineering/Surveyor Services – on call services for civil and land surveying design and consultation related projects.

e. Landscape and Irrigation Design Services – on call services for landscape and irrigation design and consulting services for new and existing projects.

f. Environmental Consulting Engineer – on call services for environmental consulting and site assessment services.

1.4 Scope of Work and Compensation

Successful Professional(s) will provide the following services to University:

1.41 It is expected that the professional(s) selected will have a sufficient level of innovation and design expertise to carry out various projects over the next two years. The University will have the option to renew any resulting agreement for two (2) successive twelve (12) month periods upon written notice to professional(s) at least sixty (60) days prior to the expiration date.

1.42 Some of these projects will be interior projects which may involve modifying structural, mechanical, electrical and plumbing systems, as well as interior space reconfiguration to satisfy current code, life safety code, and ADA requirements.

1.43 Some of the projects may include but not limited to exterior restorations and waterproofing, roofing improvements and repairs, walkway, roadway and parking lot work, signage and way-finding.

1.44 The selected firm shall provide services based upon the standard five (5) phases of work including; Schematic Design, Design Development, Construction Documentation, Bidding and Negotiation, and Construction Administration and/or other specific tasks that may be described on a project per project basis. The basic services include all normal architectural, structural, mechanical, and electrical engineering services necessary for the design, bidding and construction contract administration of a given project. The specialized services include but not limited to civil, landscaping, and acoustical. Electronic files in CAD and PDF equivalent to UTRGV format are required for every project. These will be provided to UTRGV at the end of design/construction document phase and at the end of project closeout including as-built drawings.

1.45 Fees for professional services shall comply with University’s adopted fee schedule as outlined in Appendix Eight. This fees schedule shall serve as a not to exceed guide for negotiation of contracted fees for professional services as indicated in this request for qualifications.

1.5 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

NOTICE TO PROFESSIONAL

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFQ until 3:00 p.m. (CST), Central Prevailing Time on Wednesday, July 21, 2016 (the “Submittal Deadline”).

2.2 University Contact Person

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

Jerry Escobedo, Procurement Supervisor
Jerry.Escobedo@utrgv.edu
UNFS 1.111
1201 W. University Drive
Edinburg, TX 78539
Phone: 956-665-7469
Attn: RFQ No. 16-JE-01

University specifically instructs all interested parties to restrict all contact and questions regarding this RFQ to written communications forwarded to University Contact. University Contact must receive all questions or concerns no later than 3:00 pm (CST) Thursday, July 13, 2016. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

The successful Professional(s) will be the Professional that submits a proposal in response to this RFQ on or before the Submittal Deadline that is the most advantageous to University.

Professional is encouraged to submit a proposal offering the maximum benefit to the University in terms of the most highly qualified respondent which will be based on the demonstrated competence and qualifications as determined by the University based upon qualifications submitted in response to this RFQ.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of the successful Professional will be based on the information provided by Professional in its proposal. University may give consideration to additional information if University deems such information relevant.

All qualifications will be evaluated, and the University MAY invite one or more of the highest qualified Respondents to attend a formal interview in Edinburg, Texas, before final ranking of the Respondents. The interview will allow the invited Respondents to further discuss their qualifications with the University, and to respond to questions from the University. The University will make public the name of the Respondent it selects after the University has negotiated an agreement with such Respondent.
University reserves the right to (a) enter into an agreement (ref. Appendix One to this RFQ) for all or any portion of the requirements and specifications set forth in this RFQ with one or more Respondents; (b) reject any and all proposals and re-solicit proposals for any portion of, or similar services to, the requirements and specifications set forth in this RFQ, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Respondent is hereby notified that University will maintain in its files concerning this RFQ a written record of the basis upon which a selection, if any, is made by University.

The criteria to be considered by University in evaluating proposals and selecting Professional, will be those listed in Section 5:

2.4 Key Events Schedule

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFQ</td>
<td>Wednesday June 29, 2016</td>
</tr>
<tr>
<td>Pre-Submittal Conference</td>
<td>2:00 pm (CST) Wed., July 6, 2016</td>
</tr>
<tr>
<td>Deadline for Questions/Concerns (Ref. Section 2.2 of this RFQ)</td>
<td>3:00 pm (CST) Thurs., July 13, 2016</td>
</tr>
<tr>
<td>Submittal Deadline (Ref. Section 2.1 of this RFQ)</td>
<td>3:00 p.m. Central Prevailing Time on Wednesday July 21, 2016</td>
</tr>
<tr>
<td>Interviews</td>
<td>July 26 to 27, 2016</td>
</tr>
</tbody>
</table>

2.5 Historically Underutilized Businesses

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

2.5.2 University has reviewed this RFQ in accordance with Title 34, Texas Administrative Code, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFQ.
2.5.3 Accordingly, a HUB Subcontracting Plan ("HSP") is required as part of Professional’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as APPENDIX THREE and incorporated for all purposes.

Each Professional must complete and return the HSP in accordance with the terms of APPENDIX THREE. Proposals that do not include the HSP will be considered non-responsive to this RFQ in accordance with Section 2161.252, Government Code.

Professional will not be permitted to change its HSP unless: (1) Professional provides University with revised versions of such documents that set forth all changes requested by Professional, (2) University approves such revised documents in writing, and (3) all agreements or contractual arrangements resulting from this RFQ are amended in writing by University and Professional to conform to the modified HSP.

Questions regarding the HSP may be directed to:

Marilu Garcia, Assistant HUB Coordinator
The University of Texas Rio Grande Valley
1201 West University Drive
Edinburg, Texas  78539
Email: marilu.garcia@utrgv.edu
Phone: 956-665-2167

2.5.2.1 If Professional proposes to use subcontractors to perform such subcontracting opportunities, the HSP will include:

2.5.2.1.1 A letter of transmittal stating that Professional has read and understands the Policy on Utilization of Historically Underutilized Businesses; and

2.5.2.1.2 The HSP, as set forth on pages 10 and 11 of Appendix Three, related to Policy on Utilization of Historically Underutilized Businesses for Vendor/Commodities.

2.5.2.2 If Professional proposes to perform such subcontracting opportunities with its own employees and resources, the HSP will include:

2.5.2.2.1 A letter of transmittal stating that Professional has read and understands the Policy on Historically Underutilized Businesses; and

2.5.2.2.2 The Self Performance HUB Subcontracting Plan (HSP), as set forth on page 13 of Appendix related to Policy on Utilization of Historically Underutilized Businesses for Vendor/Commodities.

2.5.3 Professional must submit the three (3) originals of the HSP to University at the same time it submits its proposal to University (ref. Section 3.2 of this RFQ.) The three (3) originals of the HSP must be submitted under separate cover and in a
separate envelope (the “HSP Envelope”). Professional must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

2.5.3.1 The RFQ No. (Ref. Section 1.3 of this RFQ) and the Submittal Deadline (ref. Section 2.1 of this RFQ), both located in the lower left hand corner of the top surface of the envelope,

2.5.3.2 The name and the return address of Professional, and

2.5.3.3 The phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this RFQ that is not accompanied by a separate HSP Envelope meeting the above requirements will be rejected by University and returned to Professional unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, University will open a Professional’s HSP Envelope prior to opening the proposal submitted by Professional, in order to ensure that Professional has submitted the number of completed and signed originals of Professional’s HUB Subcontracting Plan (“HSP”) that are required by this RFQ. A Professional’s failure to submit the number of completed and signed originals of the HSP that are required by this RFQ will result in University’s rejection of the proposal submitted by that Professional as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to Professional unopened. (Ref. Section 1.5 of Appendix One to this RFQ.) Note: The requirement that Professional provide three originals of the HSP under this Section 2.5.3 is separate from and does not affect Professional’s obligation to provide University with the number of copies of its proposal as specified in Section 3.1 of this RFQ.

2.6 Pre-Proposal Conference

University will hold a pre-proposal Web-based Conference at 2:00 p.m. Central Prevailing Time, on Wednesday, July 6, 2016 in the 2nd floor conference room #2.108 of University Financial Services Building 2406 W. University Drive in Edinburg, Texas. A web-conference link will be provided to vendors upon request. The pre-proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.

The Pre-Proposal Conference will also be available via the Internet by clicking on the following link:

Join WebEx meeting
Meeting password:  wS6NcE9T

Join by phone:
(956) 882-2000
ID: 211361

The Pre-Proposal Conference will allow all respondents an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP.
SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Professional must submit a total of six (6) complete and identical copies of its entire proposal. An original signature by an authorized officer of Professional must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of at least one (1) copy of the submitted proposal. The copy of Professional’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

3.2 Submission

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

Jerry Escobedo, Procurement Supervisor
The University of Texas Rio Grande Valley
University Financial Services Building 1.111
2406 W. University Drive
Edinburg, Texas 78539
ATTN: RFP 16-JE-01

Physical locations for HAND DELIVERY drop off ONLY

Jerry Escobedo, Procurement Supervisor
The University of Texas Rio Grande Valley
University Financial Services Building 1.111
2406 W. University Drive
Edinburg, Texas 78539

3.3 Proposal Validity Period

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

3.4 Terms and Conditions

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

3.4.1.2. Agreement (ref. APPENDIX TWO);

3.4.1.3. Proposal Requirements (ref. APPENDIX ONE);

3.4.1.4. Notice to Professionals (ref. Section 2 of this RFQ).

3.5 Submittal Checklist

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

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

3.5.2 Responses to Professional’s General Questionnaire (ref. Section 3 of APPENDIX ONE)

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

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

3.5.5 Signed and completed originals of the HUB Subcontracting Plan (ref. Section 2.5 of this RFQ and APPENDIX THREE).
SECTION 4
GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. APPENDIX TWO) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFQ. If Professional takes exception to any terms or conditions set forth in the Agreement, Professional will submit a list of the exceptions as part of its proposal in accordance with Section 5.3.1 of this RFQ. Professional’s exceptions will be reviewed by University and may result in disqualification of Professional’s proposal as non-responsive to this RFQ. If Professional’s exceptions do not result in disqualification of Professional’s proposal, then University may consider Professional’s exceptions when University evaluates Professional’s proposal.
SECTION 5

EVALUATION CRITERIA, SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General Requirements

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

5.2 Evaluation Criteria

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

5.2.1 Provide a statement of interest for the project including a narrative describing your firm’s unique qualifications. A principal member of the firm should sign this statement.

5.2.2 Provide a history and important statistics about your firm.

5.2.3 Provide a statement about the availability and commitment of the principal(s) and key professionals to undertake the project.

5.2.4 Provide resumes giving the experience and expertise of the principals, key professional members of your firm, and additional consultants that will be involved in the project, including their experience with similar projects and the number of years with the firm.

5.2.5 Describe the proposed project assignments and lines of authority and communication for principals and key professional members that will be involved in the project. Indicate the estimated percent of time these individuals will be involved in the project.

5.2.6 Provide an organizational chart showing the roles and responsibility and each team member. List a maximum of five (5) projects performed by Professionals that are most related to this project. List the projects in priority order, with the most related project listed first. Provide the following information for each project listed:

(a) Project name and location.
(b) Project owner.
(c) Project construction cost.
(d) Campus size in acres and scope of work.
(e) Description of professional services provided for the project.
(f) Project description.
(g) Project Manager (individual responsible to the client for the overall success of the project).
(h) Description of how this project is similar and why the services are relevant to this project.
5.2.7 **Provide** references for any three (3) of the projects listed in response to Representative Projects. The references shall include:

(a) Owner’s name.
(b) Owner’s representative who served as the day-to-day liaison during planning, design, and construction of the project.
(c) Owner representative’s telephone number.

Respondents are strongly recommended to verify reference phone numbers, fax numbers, e-mail addresses, and contact name for accuracy. University will not be responsible for obtaining updated or corrected reference information. References may be sent rating form for completion and required to return to University. Submission of incorrect or no information from reference may result in a lower score for this evaluation criterion.

5.2.8 **REPRESENTATIVE PROJECTS**

5.2.8.1 Relevant experience and capabilities for the respondent and team members will **be** judged through a review of both completed and ongoing projects. However, greater weight will be given to completed projects. Indicate which proposed team members participated in the projects submitted as relevant experience.

5.2.8.2 **List** a maximum of five (5) projects performed by Professional that are most related to this project. List the projects in priority order, with the most related project listed first. Provide the following information for each project listed:

(a) Project name and location.
(b) Project owner.
(c) Project construction cost.
(d) Campus size in acres and scope of work.
(e) Description of professional services provided for the project.
(f) Project description.
(g) Project Manager (individual responsible to the client for the overall success of the project).
(h) Description of how this project is similar and why the services are relevant to this project.

5.2.9 **WORK PLAN AND SCHEDULE**

5.2.9.1 **Provide** a statement outlining the firms approach to preparing a work plan and schedule for most projects

(a) Identify tasks to be performed,
(b) Time frames to perform the identified tasks,
(c) Project management methodology,
(d) Implementation strategy, and
(e) The breakdown of all phases of a project
5.2.10 QUALITY ASSURANCE

Describe the Professional’s quality assurance program explaining the methods used and how the firm maintains quality control during all phases of a project. Provide specific examples of how these techniques or procedures were used for any three projects listed in Representative Projects.

5.3 Additional Questions Specific to this RFQ

Professional must submit the following information as part of Professional’s proposal:

5.3.1 If Professional takes exception to any terms or conditions set forth in the Agreement (ref. APPENDIX TWO), Professional will submit a list of the exceptions.

5.3.2 In its proposal, Professional must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in APPENDIX FIVE, Access by Individuals with Disabilities. If Professional objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Professional must, as part of its proposal, specifically identify and describe in detail all of the reasons for Professional’s objection. NOTE THAT A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.

5.3.3 In its proposal, Professional must respond to each item listed in APPENDIX SIX, Electronic and Information Resources (“EIR”) Environment Specifications. APPENDIX SIX will establish specifications, representations, warranties and agreements related to the EIR that Professional is offering to provide to University. Responses to APPENDIX SIX will be incorporated into the Agreement and will be binding on Professional.
SECTION 6
DELIVERY SCHEDULE AND SCOPE OF WORK

Proposal of: ______________________________________
(Professional Company Name)

To: The University of Texas Rio Grande Valley

Ref.: Selection of a Vendor to Provide Services on Various on Call Architectural/Engineering and/or Surveying Projects

RFQ No.: 16-JE-01

Ladies and Gentlemen:

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

6.1 Delivery Schedule of Events and Time Periods

_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________

Respectfully submitted,

Professional: ____________________________

By: ____________________________________
(Authorized Signature for Professional)

Name: _________________________________

Title: _________________________________

Date: _________________________________
APPENDIX ONE
PROPOSAL REQUIREMENTS

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1. Purpose

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

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

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

1.1 Purpose

University may seek to protect from disclosure all information submitted in response to this RFQ until such time as a final agreement is executed. Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFQ, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.).

1.3 Public Information

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

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

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

1.4 Type of Agreement

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

1.5 Proposal Evaluation Process

University will select the successful Professional by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Professional prior to opening Professional’s proposal in order to ensure that Professional has submitted the number of completed and signed originals of Professional’s HUB Subcontracting Plan ("HSP") that are required by this RFQ (ref. Section 2.5.3 of the RFQ). All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFQ will be opened publicly to identify the name of each Professional submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFQ will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, University may invite one or more selected Professionals to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of the successful Professional.

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

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

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

1.6 Professional's Acceptance of Evaluation Methodology

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

1.7 Solicitation for Proposal and Proposal Preparation Costs

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

1.8 Proposal Requirements and General Instructions

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

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

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

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

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

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

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

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

### 1.9.3 Delivery Schedule

Professional must complete and return the Delivery Schedule (ref. Section 6 of this RFQ), as part of its proposal. In the Delivery Schedule, Professional should describe in the entire scope of the Services;

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

### 1.9.4 Professional's General Questionnaire

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

### 1.9.5 Addenda Checklist

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

### 1.9.6 Submission

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

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

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

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

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

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

### 1.9.7 Page Size, Binders, and Dividers

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

### 1.9.8 Table of Contents

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

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

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

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

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

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

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

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

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

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

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

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

2.1.9 Professional will defend with counsel approved by University, indemnify, and hold harmless University, The University of Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Professional or any agent, employee, sub-contractor, or supplier of Professional in the execution or performance of any contract or agreement resulting from this RFQ.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Professional under any contract or agreement resulting from this RFQ may be applied directly to any debt or delinquency that Professional owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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

2.3 By signature hereon, Professional affirms that it has not given or offered to give, nor does Professional intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and Professional may be removed from all proposal lists at University.

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

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

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

2.7 By signature hereon, Professional certifies as follows:

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

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

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

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

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

2.12 Professional should complete the following information:

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

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

RFQ No.: 16-JE-01
NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Professional Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Professional’s Street Address)

(City, State, Zip Code)

(Telephone Number)

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

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

3.1 Professional Profile

3.1.1 Legal name of Professional company:

Address of principal place of business:

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

Number of years in Business: ___________________________

State of incorporation: _______________________________

Number of Employees: _______________________________

Annual Revenues Volume: ______________

Name of Parent Corporation, if any ______________

NOTE: If Professional is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

3.1.2 State whether Professional will provide a copy of its financial statements for the past two (2) years, if requested by University.

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

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

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

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

3.1.7 Professional will provide a customer reference list of no less than three (3) organizations with which Professional currently has contracts and/or to which Professional has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFQ. Professional will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Professional.
3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Professional and any employee of University? If yes, Professional will explain.

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

3.2 Approach to Project Services

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

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

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

3.2.3.1 Identification of tasks to be performed;
3.2.3.2 Time frames to perform the identified tasks;
3.2.3.3 Project management methodology;
3.2.3.4 Implementation strategy; and
3.2.3.5 The expected time frame in which the services would be implemented.

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

3.3 General Requirements

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

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

3.4 Service Support

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

3.5 Quality Assurance

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

3.6 Miscellaneous

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

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

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

Proposal of: ______________________________________
(Professional Company Name)

To: The University of Texas Rio Grande Valley

Ref.: Selection of a Vendor to Provide Services on Various on Call Architectural/Engineering and/or Surveying Projects

RFQ No.: 16-JE-01

Ladies and Gentlemen:

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

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

Respectfully submitted,

Professional: __________________

By: _________________________

(Authorized Signature for Professional)

Name: ________________________

Title: _________________________

Date: _________________________
APPENDIX TWO

AGREEMENT
For
MISCELLANEOUS ARCHITECTURAL SERVICES
On
PROJECTS OF LIMITED SCOPE

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

The Owner:

and

The Architect: ________________

______________________

This Agreement is for the provision of miscellaneous architectural and technical support services for renovation, repair and minor construction 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. Architect 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 Architect 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 Architect 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 Architect 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 Architect for services provided pursuant to this Agreement is ________________ Dollars ($____________.00). Total billings for authorized
work performed by the Architect 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 Architect.

2.02 **No Minimum Amount of Work:** Owner makes no representations regarding the amount or type of services, if any, that Architect 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 Architect 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 Architect agrees to provide architectural 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 described as, but are not limited to:

- Interior Modifications and Renovations including Programming
- Exterior Restorations and Waterproofing
- Roofing Improvements and Repairs
- Walkway, Roadway, and Parking Lot Work
- Architectural Work Associated with Utilities
- Pre-Engineered CMU and Other Small Buildings
- Life Safety System Work
- ADA Upgrades and Inspections
- Signage and Wayfinding
- Maintenance Projects

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 Architect.

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 Architect for the project.

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

a. An narrative description of Architect’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 Architect proposes to use in the performance of Architect’s scope of work;
g. A schedule of hourly billing rates for any consultants that Architect proposes to use in the performance of Architect’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 Architect shall review Architect’s Project Proposal and negotiate any changes, clarifications or modifications thereto. The Architect 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 Architect 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**

**ARCHITECT’S GENERAL SERVICES AND RESPONSIBILITIES**

4.01 **Project Manager:** The Architect shall manage the Architect’s services and administer any project authorized pursuant to this Agreement. The Architect shall provided 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:** Architect agrees to use its best professional efforts, skill, judgment, and abilities to perform Architect’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. Architect shall at all times provide a sufficient number of qualified personnel to accomplish Architect's services within the time limits set forth in the schedule.

4.03 **Compliance with Laws:** Architect shall endeavor to perform Architect'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:** Architect 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 Architect by Owner, or any other party, that Architect uses for the Project.

4.05 **Correction of Work:** Architect’s services shall be reasonably accurate and free from material errors or omissions. Upon notice, Architect shall promptly correct any known or discovered error, omission, or other defect without any additional cost or expense to Owner.
4.06 **Phasing:** The Architect shall not proceed beyond any previously authorized phase of the work for a project unless authorized by the Owner in writing, except at the Architect’s own financial risk. Applicable phases of the scope of work shall be identified in the Project Proposal.

4.07 **Representative:** Architect shall designate a representative primarily responsible for Architect’s services under this Agreement. The designated representative shall act on behalf of Architect with respect to all phases of Architect'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 Architect 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 Architect shall bear the cost of providing all plans, specifications and other documents used by the Architect and its consultants.

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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 Architect 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 Architect and as reasonably necessary for the Project. Architect 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 Architect by the Owner or by others.

5.04 **Entry on Land:** The Owner shall assist Architect in gaining entry to state owned or controlled property as necessary for Architect 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 Architect'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 Architect in a reasonably prompt manner. The Owner will notify the Architect 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 Architect'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 Architect’s performance under the Agreement and such decisions shall be final and conclusive.

6.02 **Correction of Work:** Should Architect’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 Architect 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 Architect.

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

**ARTICLE 7**
**COMPENSATION FOR SERVICES RENDERED**

7.01 **Owner’s Approval Required:** Owner agrees to pay Architect 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 Architect'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 Architect 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, Architect shall be compensated on an hourly rate basis or on a per-service fee basis in accordance with Architect’s Project Proposal, up to the maximum “Not to Exceed” amount approved in Architect’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, Architect shall be compensated on an hourly rate basis or on a per-service fee basis in accordance with Architect’s Additional Services Proposal, up to the maximum “Not to Exceed” amount approved in Architect’s Additional Services Proposal.

7.05 **Consultant Costs:** Unless approved in advance by the Owner, Architect 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 Architect 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. Expenses in connection with in-state travel, including reasonable travel and living expenses, for Architect’s employees and consultants when a project is located more than 50 miles from the place where they are usually and customarily assigned, but only as directed and approved in advance and in writing by Owner;
c. Fees paid for securing approval of authorities having jurisdiction over any particular project;
d. 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 Architect and Architect’s consultants as well as up to three (3) review sets as necessary for progressive reviews by Owner in accordance with the Project Proposal.
e. Communication expenses such as long distance telephone, facsimile transmissions, express charges and postage that are directly attributable to the project;
f. Disbursements made by the Architect under approved subcontracts;
g. 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;
h. 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 Architect and the Architect’s consultants.

8.02 Compensation for Reimbursable Expenses: The Architect 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 Architect’s services and duties under this Agreement or in the interest of any particular project.

8.03 Proposal Costs Not Recoverable: Architect is solely responsible for any expenses or costs, including expenditures of time, incurred by the Architect 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: Architect 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. Architect’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 Architect 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 Architect'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 Architect under this Agreement if any of the following conditions precedent exist:

a. Architect 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 Architect's invoices exceed the maximum contract sum;
d. Architect 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 Architect;
e. Architect 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 Architect's obligations or liabilities with respect to such services.

9.07 **Subcontractor Payment:** Architect 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 Architect or Architect'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 Architect or Architect's successors have or may have against Owner pursuant to this Agreement except those claims specifically identified in writing by Architect as unsettled at the time of the final request for payment.

**ARTICLE 10**
**ARCHITECT'S ACCOUNTING RECORDS**

Architect 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 Architect's billings, certificates, and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Agreement.

**ARTICLE 11**
**OWNERSHIP AND USE OF DOCUMENTS**

11.01 All documents prepared by the Architect are instruments of service and shall remain the property of the Architect. The Owner shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Architect 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 Architect’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 Architects 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 Architect.

12.03 Compensation: In the event of termination not the fault of the Architect, the Architect shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Architect delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Architect 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 Architect to resolve any claim for breach of contract made by Project Architect that is not resolved in the ordinary course of business between Project Architect 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 Architect 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 Architect, in whole or in part. Owner and Project Architect 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 Architect’s claim(s) and negotiating with Architect in an effort to resolve such claim(s).
ARTICLE 14
INSURANCE

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

- **Worker's Compensation Statutory Limits**
  - Employer's Liability: $100,000 each occurrence
  - $300,000 aggregate

- **Comprehensive General Liability**
  - Bodily Injury: $300,000 each person
  - $500,000 each occurrence
  - Property Damage: $300,000 each occurrence

- **Comprehensive Auto Liability**
  - Bodily Injury: $300,000 each person
  - $500,000 each occurrence
  - Property Damage: $300,000 each occurrence

14.02 **Professional Liability Insurance:** The Architect shall carry such professional liability and errors and omissions insurance-covering the services provided by the Architect and any and all consultants, as acceptable to and approved by the Owner. The fees for such insurance shall be at the expense of the Architect.

14.03 **Notice of Cancellation:** Required insurance shall not be cancelable without thirty (30) days prior written notice to Owner.

14.04 **Policy Review:** Upon request the Architect shall furnish complete sets of its insurance policies to Owner for review.

ARTICLE 15
INDEMNITY

The Architect 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 Architect, its employees, agents and/or assigns.

ARTICLE 16
HISTORICALLY UNDERUTILIZED BUSINESSES

The Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Architect, as a material provision of the Agreement, must comply with the requirements of the Policy and adhere to any HUB Subcontracting...
Plan submitted with Architect’s Proposal. No changes to the HUB Subcontracting Plan can be made by the Architect 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. Architect shall coordinate its services solely through the designated representative.

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

17.03 Confidentiality: The Architect 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 Architect, 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 Architect, and Architect'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 Architect agrees not to subcontract any part of the work without the prior written consent of Owner. If subcontracting is permitted, the Architect 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 Architect and Owner may terminate this Agreement without further duty or obligation hereunder. Architect 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 Architect 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 Architect 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, Architect agrees that any payments owing to Architect 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. Architect shall avail itself of all tax exemptions applicable to Architect’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(s) 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 Travis 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 [Note: Insert University’s web page where Policy is posted.] [Option (Include for UT System only): http://www.utsystem.edu/policy/policies/int160.html]. University’s Standards of Conduct Guide available at [Note: Insert University’s web page where Guide is posted.] [Option (Include for UT System only.): http://www.utsystem.edu/systemcompliance/], and applicable state ethics laws and rules
available at www.utsystem.edu/ogc/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Conflicts of Interest Policy, provisions described by University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

17.19 **179 D Benefit Allocation.** Owner may decide to seek the allocation of certain tax benefits pursuant to Section 179D of the Internal Revenue Code of 1986, as amended, (the “Code”) through this Agreement with Project Architect.

17.19.1 If the Owner and the Internal Revenue Service (IRS) determine that the Project Architect is eligible to receive the 179D deduction allocation as a “Designer” for the purposes of Section 179D of the Code or that Project Architect could otherwise profit financially from the monetization of the benefit (separately and collectively, the “Rebate”), Project Architect hereby agrees to allocate to the Owner a portion of the Rebate in an amount to be determined and contracted for on mutually agreeable terms when the value of the Rebate becomes ascertainable, net of associated costs realized by the Owner and Project Architect. At its sole discretion, the Owner shall determine whether to receive its portion of the Rebate in cash, discounted Project Architect fees or both.

17.19.2 Owner reserves the right to retain a third party consultant (the “Consultant”) to manage and administer the process of obtaining and monetizing the Rebate derived from the Project(s).

17.19.3 Project Architect agrees to cooperate in all reasonable respects with the Consultant's efforts to obtain and monetize any such Rebates derived from the Project(s) on behalf of the Owner. Certification of eligibility and negotiation of the Rebates should be facilitated by the Owner’s 179D Consultant.

17.20 **Disclosure of Interested Parties.** By signature hereon, Architect 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 Architect.

**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 Architect 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 known 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 Architect: ____________________________
                  ____________________________
                  Fax: ____________
IN WITNESS WHEREOF, Owner and Architect have executed and delivered this Agreement effective as of the date identified above.

OWNER:       ARCHITECT:

By: ________________________________ By: ________________________________
Name: ______________________________ Name: ______________________________
Title: ______________________________ Title: ______________________________

CONTENT APPROVED:

______________________________

EXHIBITS

Exhibit A—Architect's Schedule of Billing Rates
Exhibit H—Policy on Utilization of Historically Underutilized Business
APPENDIX THREE

HUB SUBCONTRACTING PLAN

THE UNIVERSITY OF TEXAS
SYSTEM ADMINISTRATION JANUARY 2015

APPENDIX III

POLICY ON UTILIZATION HISTORICALLY UNDERUTILIZED BUSINESSES
**Policy on Utilization of Historically Underutilized Businesses (HUB)s**

- Summary of Requirements/Historically Underutilized Business (HUB) Subcontracting Plan (HSP)  
  - Pg 62-64
- Summary of Attachments Required from Respondents
  - Page 65
- Letter of Transmittal
  - Page 66
- Letter of HUB Commitment (indefinite duration/indefinite quantity contracts)
  - Page 67
- HSP Quick Checklist
  - Page 68
- HUB Subcontracting Plan (HSP)
  - Section 2 – Good Faith Effort Subcontractor Selection
    - Page 70
  - Self-Performance Justification
    - Page 72
  - HSP Good Faith Effort Method A (Attachment A)
    - Page 73
  - HSP Good Faith Effort Method B (Attachment B)
    - Page 74-75
- HUB Subcontracting Opportunity Notification Form
  - Page 76
- Minority and Trade Organizations contact information is available online at:
- HUB Subcontracting Plan Prime Contractor Progress Assessment Report (PAR)
  - (Required of successful respondent for payment requests only)
  - Page 77
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 business 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;
- 32.9% for all special trade construction contracts;
- 23.7% for professional services contracts;
- 26% for all other services contracts, and
- 21.1% for commodities contracts.

The University of Texas System shall make a good faith effort to meet or exceed the above stated goals to assist HUBs in receiving a portion of the total contract value of all contracts that UT 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.

NOTE: The goals above are the State of Texas HUB goals. For purposes of this procurement, The University of Texas System goals listed in the Special Instructions on page 11 will apply.
SUMMARY OF REQUIREMENTS
Historically Underutilized Business (HUBs) Subcontracting Plan (HSP)

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, UT 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 Board of Regents of The University of Texas System 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 System, “UT System” or the “University” will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not subcontracting opportunities are probable in connection with the contract. A HUB Subcontracting Plan is a required element of the architect, 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 (HSP) will result in rejection of the Response.

2. If subcontracting opportunities are probable UT System 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 Section 3 – Self Performance [34 TAC §20.14 (d) (5) (A) (B) (C) (D)].

3. If subcontracting opportunities are not probable UT System will declare such probability in its invitations or 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 the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes Section 3 – Self Performance Justification.
   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 (CSP): Respondents shall submit a HUB Subcontracting Plan (packaged separately) twenty-four (24) hours following the Response submission date and time or as prescribed by the project manager.

6. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, UT System 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 UT System. **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 HSP shall be approved by the HUB Coordinator.

7. **Design Build (DB) and Construction Manager @ Risk (CM@R) 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 including a 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 1 preconstruction services with their own resources and employees shall submit, as part of their HSP, the Self Performance Justification.

8. **DB and CM@R HUB Contract Requirements:** Contractors engaged under design-build and construction manager-at-risk contracts shall submit a HUB Subcontracting Plan for all preconstruction and 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 HSP shall identify first, second and third tier subcontractors.

9. The University of Texas System shall reject any Response that does not include a fully completed HSP 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 HSP is accepted by UT System and becomes a provision of the contract between Respondent and UT System, the Respondent can only change that HSP if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to UT System for review; (c) UT System (including UT System’s HUB Coordinator) approves Respondent’s proposed changes to its HSP; and (d) UT System and the Respondent amend their contract (in writing signed by authorized officials of both parties) in order to replace the contract’s existing HSP with a revised HSP containing the changes approved by UT System.

11. **Expansion of Work:** If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, UT System 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”), UT System will determine if the additional work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If UT System determines that probable subcontracting opportunities exist for the additional work, then the Respondent must submit to UT System an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HSP must be approved by UT System and the Respondent (including UT System’s HUB Coordinator) before (a) the contract may be amended by UT System and the Respondent to include the additional work and the amended HSP and (b) the Respondent performs the additional work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by UT System for any additional work (i) without complying with 34 TAC Section 20.14 or (ii) before UT System and that Respondent amend their contract to include a revised HSP that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with UT System. As a result of such breach, UT System 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. The University may report a Respondent’s nonperformance under a
contract between that Respondent and UT System to the Texas Comptroller in accordance with 34 TAC Sections 20.10 through 20.18.

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 UT System 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 System 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 System determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, UT System, 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 HSP.

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://utsystem.edu/offices/historically-underutilized-business/hub-forms. For additional information contact the Office of HUB Development, The University of Texas System, 512/499/4530.
### Other Services/Vendor/Commodities HSP
#### Summary of Attachments Required from Respondents

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<tr>
<td><strong>1. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE.</strong></td>
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<tr>
<td><strong>1. A. Respondent Proposes Subcontractors:</strong> Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that subcontracting opportunities are probable.</td>
<td></td>
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<td>X</td>
<td>X</td>
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<tr>
<td><strong>1. B. Respondent Proposes Self-Performance:</strong> 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></td>
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<td>X</td>
<td>X</td>
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<tr>
<td><strong>2. UT SYSTEM DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.</strong></td>
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<tr>
<td><strong>2. A. Respondent Proposes Self-Performance:</strong> 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></td>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<tr>
<td><strong>2. B. Respondent Proposes Subcontractors:</strong> 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></td>
<td></td>
<td>X</td>
<td>X</td>
</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>
<td></td>
<td>X</td>
<td>X</td>
</tr>
<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>
<td>X</td>
<td></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>
Date

Mr. Alex Valdez
Director, HUB Program Coordinator
University of Texas Rio Grande Valley
1201 West University Drive
Edinburg, Texas 78539

RE: Historically Underutilized Business Plan for (Project Title): _
    Project Number: _____ - _____

Dear Mr. Valdez,

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 Proposals 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, and the goal as stated in the Agency Special Instructions section of the HUB Subcontracting Plan, page 11.

Select one of the following:

- [ ] 32.9% for all special trade construction contracts
- [ ] 26% for all other services contracts
- [ ] 31.04% for commodities contracts

<table>
<thead>
<tr>
<th>Subcontractors</th>
<th>No. of Subcontractors</th>
<th>Total Subcontract $ Value</th>
<th>Total Estimated HUB %</th>
<th>% Minority Owned</th>
<th>% Woman Owned</th>
<th>% Service Disabled Veteran</th>
</tr>
</thead>
<tbody>
<tr>
<td>HUB</td>
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<td>NON-HUB</td>
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<tr>
<td>TOTAL</td>
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</tbody>
</table>

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 HUB Certification document.

Should we discover additional subcontractors 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: Contract Administrator
Date

Mr. Alex Valdez  
Director, HUB Program Coordinator  
University of Texas Rio Grande Valley  
1201 West University Drive  
Edinburg, Texas 78539

RE: Historically Underutilized Business Plan for (Project Title): ____________________________  
Project Number: -_____

Dear Mr. Valdez:

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 proposal in connection with your invitation for request for proposals, referencing Project Number________________.  

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs).

Good Faith Effort will be documented by a two part HUB Subcontracting Plan (HSP) process. Part one (1) of the HSP submission will reflect self-performance with the appropriate sections completed per the instructions in Option One of the HSP Quick Checklist located on page 10 of The University of Texas Exhibit H Policy on Utilization of Historically Underutilized Businesses (HUBs).

As the scope of work/project is defined under this ID/IQ contract, part two (2) of the process will require a revised HUB Subcontracting Plan (HSP) and the Good Faith Effort will be documented per instructions in Attachment B (page 16-17) and Option Three of the HSP Quick Check List. The revised HUB Subcontracting Plan will be submitted to the HUB Coordinator prior to execution of each contract process. Documentation of subcontracted work will be provided with each pay request.

Sincerely,

(Project Executive)

cc: Contract Administrator
HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

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

**Option One** - If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 - Respondent and Requisition Information
- Section 2a. - Yes, I will be subcontracting portions of the contract
- Section 2b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- Section 2c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2b.
- Letter of Transmittal

**Option Two** - If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a *continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”; complete:

- Section 1 - Respondent and Requisition Information
- Section 2a. - Yes, I will be subcontracting portions of the contract
- Section 2b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2c. - No
- Section 2d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2b.
- Letter of Transmittal

**Option Three** - If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a *continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”; complete:

- Section 1 - Respondent and Requisition Information
- Section 2a. - Yes, I will be subcontracting portions of the contract
- Section 2b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2c. - No
- Section 2d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2b.
- Letter of Transmittal

**Option Four** - If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:

- Section 1 - Respondent and Requisition Information
- 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
- Section 3 - Self Performing Justification
- Section 4 - Affirmation
- Letter of HUB Commitment

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.*
HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov’t Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders’ contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

- Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(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.

In accordance with 34 TAC §20.13(d)(1)(D)(iii), the goals below are the applicable goals for the University of Texas System Administration only.

Other Services HUB Goal – 26%
Commodities HUB Goal – 31.04%
Special Trades HUB Goal – 32.9%

- Responses for Special Trades construction shall submit a HUB Subcontracting Plan (HSP) that meets the Good Faith Effort prescribed in Method B (Attachment B). See instruction for Option three on the HSP Quick Check List. No other Good Faith Effort method will be accepted.
- Responses for Miscellaneous Services Agreements for indefinite duration/indefinite quantity- Two (2) part process:
  1. Submit a Letter of HUB Commitment (page 9) and a Good Faith Effort described in Option Four.
  2. Submit a revised HSP prior to execution of each contract process as described in Option Three of Quick Check List.
- Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive. Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered Non-responsive.
- Respondents who intend to Self-Perform all of their work shall submit an HSP for Self Performance HUB Subcontracting Plan (HSP) as described in Option Four.
- Prime contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.
- Please note that phone logs are no longer acceptable documentation of Good Faith Effort. Only fax, email and certified letter are acceptable.

SECTION-1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: ____________________________
   Point of Contact: ____________________________
   State of Texas VID #: ____________________________
   Phone #: ____________________________
   E-mail Address: ____________________________
   Fax #: ____________________________

b. Is your company a State of Texas certified HUB? ☐Yes ☐No
   Bid Open Date: ____________________________ (mm/dd/yyyy)

c. Requisition #: ____________________________
### SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

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 and SECTION 4.)

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

<table>
<thead>
<tr>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.</td>
<td>%</td>
<td></td>
</tr>
<tr>
<td>Percentage of the contract expected to be subcontracted to non-HUBs.</td>
<td>%</td>
<td></td>
</tr>
</tbody>
</table>

(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 a continuous contract* 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.)

---

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.
**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (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).

<table>
<thead>
<tr>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Percentage of the contract expected to be subcontracted to non-HUBs.</td>
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33 % % %
34 % % %
35 % % %
36 % % %
37 % % %
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42 % % %

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.*
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.)

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 [link].)

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

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

_________________________  ____________________________  ____________________________  ____________________________
Signature                        Printed Name                        Title                        Date(mm/dd/yyyy)

Reminder:

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

➤ If you responded “No” SECTION 2, Items c and d, you must complete an “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed in SECTION 2, Item b.
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://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf.

SECTION A-1: SUBCONTRACTING OPPORTUNITY

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

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
</tr>
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<tbody>
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</table>

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.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>VID Number (if Texas certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ - Yes ☐ - No</td>
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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.
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 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://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: ______  Description: ______

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at 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 trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid 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://mycpa.state.tx.us/tpasscmbs/search/index.jsp. HUB Status code “A” signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s 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 Number</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 two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

<table>
<thead>
<tr>
<th>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
Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.
   Item Number: __________ Description: __________

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their 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.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>VID Number (Required if Texas certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-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 submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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

### SECTION: A  PRIME CONTRACTOR’S INFORMATION

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<th>Company Name:</th>
<th>State of Texas VID #:</th>
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### SECTION: B  AGENCY NAME

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

1. Potential Subcontractor’s Bid Response Due Date:
   
   If you would like for our company to consider your company’s bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____________________ on _____________________ Central TimeDate (mm/dd/yyyy).

   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, at least seven (7) working days prior to submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

   ☐ - Not Applicable

4. Bonding/Insurance Requirements:

   ☐ - Not Applicable

5. Location to review plans/specifications:

   ☐ - Not Applicable
This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: ___________________________ Date of Award: ___________________________ Object Code: ___________________________

Conracting 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

*Note: Texas certified HUB status can be verified on-line at: https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp

<table>
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<tr>
<th>Subcontractor’s Name</th>
<th>*Texas certified HUB? (Yes or No)</th>
<th>Subcontractor’s VID or HUB Certificate Number (Required if Texas certified HUB)</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. ___________________________
APPENDIX FOUR

BROWNSVILLE AND EDINBURG CAMPUS MAPS
- http://www.utpa.edu/maps/

Brownsville Campus - http://utb.edu/Pages/maps.aspx
Access by Individuals with Disabilities. Professional represents and warrants (“EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to University under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213, Texas Administrative Code, and Title 1, Chapter 206, Rule §206.70, Texas Administrative Code (as authorized by Chapter 2054, Subchapter M, Government Code.) To the extent Professional becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Professional represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Professional is unable to do so, then University may terminate this Agreement and Professional will refund to University all amounts University has paid under this Agreement within thirty (30) days after the termination date.]
APPENDIX SIX

ELECTRONIC AND INFORMATION RESOURCES ENVIRONMENT SPECIFICATIONS

[INCLUDE THIS APPENDIX IF PROFESSIONAL WILL PROVIDE ELECTRONIC AND
INFORMATION RESOURCES AS DEFINED BY SECTION 2054.451, GOVERNMENT CODE:]

The specifications, representations, warranties and agreements set forth in Professional’s responses to this APPENDIX SIX will be incorporated into the Agreement.

University is primarily a [Optional:______________] [Optional: Microsoft products] environment.

Basic Specifications

1. If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).
   A. Hardware: If Professional will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
   B. Operating System and Version:
   C. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
   D. Application Server:
   E. Database:
   F. Other Requirements: Are any other hardware or software components required?
   G. Assumptions: List any assumptions made as part of the identification of these environment requirements.
   H. Storage: What are the space/storage requirements of this implementation?
   I. Users: What is the maximum number of users this configuration will support?
   J. Clustering: How does the EIR handle clustering over multiple servers?
   K. Virtual Server Environment: Can the EIR be run in a virtual server environment?

2. If the EIR will be hosted by Professional, describe in detail what the hosted solution includes, and address, specifically, the following issues:
   1. Describe the audit standards of the physical security of the facility; and
   2. Indicate whether Professional is willing to allow an audit by University or its representative.

3. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?

4. If the EIR requires special client software, what are the environment requirements for that client software?

5. Manpower Requirements: Who will operate and maintain the EIR? Will additional University full time employees (FTEs) be required? Will special training on the EIR be
required by Professional's technical staff? What is the estimated cost of required
training. Upgrades and Patches: Describe Professional's strategy regarding EIR upgrades
and patches for both the server and, if applicable, the client software. Included
Professional's typical release schedule, recommended processes, estimated outage and
plans for next version/major upgrade.

Security

1. Has the EIR been tested for application security vulnerabilities? For example, has the EIR
been evaluated against the Open Web Application Security Project (“OWASP”) Top 10 list
that includes flaws like cross site scripting and SQL injection? If so, please provide the scan
results and specify the tool used. University will not take final delivery of the EIR if
University determines there are serious vulnerabilities within the EIR.

2. Which party, Professional or University, will be responsible for maintaining critical EIR
application security updates?

3. If the EIR is hosted, indicate whether Professional’s will permit University to conduct a
penetration test on University’s instance of the EIR.

4. If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be
encrypted at rest and in transmittal?

Integration

5. Is the EIR authentication Security Assertion Markup Language (“SAML”) compliant? Has
Professional ever implemented the EIR with Shibboleth authentication? If not, does the EIR
integrate with Active Directory? Does the EIR support SSL connections to this directory
service?

6. Does the EIR rely on Active Directory for group management and authorization or does the
EIR maintain a local authorization/group database?

7. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University
have access to implement logging with University’s standard logging and monitoring tools,
RSA’s Envision?

8. Does the EIR have an application programming interface (“API”) that enables us to
incorporate it with other applications run by University? If so, is the API .Net based? Web
Services-based? Other?

9. Will University have access to the EIR source code? If so, will the EIR license permit
University to make modifications to the source code? Will University’s modifications be
protected in future upgrades?

10. Will Professional place the EIR source code in escrow with an escrow agent so that if
Professional is no longer in business or Professional has discontinued support, the EIR
source code will be available to University.
Accessibility Information

11. Please complete the Voluntary Product Accessibility Template ("VPAT") found at http://www.itic.org/public-policy/accessibility and submit the VPAT with Professional’s proposal
APPENDIX SEVEN
SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR’S INFORMATION RESOURCES

The specifications, representations, warranties and agreements set forth in Proposer’s responses to this APPENDIX SIX will be incorporated into the Agreement.

“Information Resources” means any and all computer printouts, online display devices, mass storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting Data including, but not limited to, mainframes, servers, Network Infrastructure, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), telecommunication resources, network environments, telephones, fax machines, printers and service bureaus. Additionally, it is the procedures, equipment, facilities, software, and Data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

“University Records” means records or record systems that Proposer (1) creates, (2) receives from or on behalf of University, or (3) has access, and which may contain confidential information (including credit card information, social security numbers, and private health information (“PHI”) subject to Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 (Public Law 104-191), or education records subject to the Family Educational Rights and Privacy Act (“FERPA”).

General Protection of University Records

1. Describe the security features incorporated into Information Resources (ref. Section 5.3.4 of the RFP) to be provided or used by Proposer pursuant to this RFP.

2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.

3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

Complete the following additional questions if the Information Resources will be hosted by Proposer:

4. Describe the monitoring procedures and tools used for monitoring the integrity and availability of all products interacting with Information Resources, including procedures and tools used to, detect security incidents and to ensure timely remediation.

5. Describe the physical access controls used to limit access to Proposer’s data center and network components.

6. What procedures and best practices does Proposer follow to harden all systems that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed?

7. What technical security measures does the Proposer take to detect and prevent unintentional, accidental and intentional corruption or loss of University Records?
8. Will the Proposer agree to a vulnerability scan by University of the web portal application that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed? If Proposer objects, explain basis for the objection to a vulnerability scan.

9. Describe processes Proposer will use to provide University assurance that the web portal and all systems that would hold or process University Records can provide adequate security of University Records.

10. Does Proposer have a data backup and recovery plan supported by policies and procedures, in place for Information Resources? If yes, briefly describe the plan, including scope and frequency of backups, and how often the plan is updated. If no, describe what alternative methodology Proposer uses to ensure the restoration and availability of University Records.

11. Does Proposer encrypt backups of University Records? If yes, describe the methods used by Proposer to encrypt backup data. If no, what alternative safeguards does Proposer use to protect backups against unauthorized access?

12. Describe the security features incorporated into Information Resources to safeguard University Records containing confidential information.

Complete the following additional question if Information Resources will create, receive, or access University Records containing PHI subject to HIPAA:

13. Does Proposer monitor the safeguards required by the HIPAA Security Rule (45 C.F.R. § 164 subpts. A, E (2002)) and Proposer’s own information security practices, to ensure continued compliance? If yes, provide a copy of or link to the Proposer’s HIPAA Privacy & Security policies and describe the Proposer’s monitoring activities and the frequency of those activities with regard to PHI.

Access Control

1. How will users gain access (i.e., log in) to Information Resources?

2. Do Information Resources provide the capability to use local credentials (i.e., federated authentication) for user authentication and login? If yes, describe how Information Resources provide that capability.

3. Do Information Resources allow for multiple security levels of access based on affiliation (e.g., staff, faculty, and student) and roles (e.g., system administrators, analysts, and information consumers), and organizational unit (e.g., college, school, or department)? If yes, describe how Information Resources provide for multiple security levels of access.

4. Do Information Resources provide the capability to limit user activity based on user affiliation, role, and/or organizational unit (i.e., who can create records, delete records, create and save reports, run reports only, etc.)? If yes, describe how Information Resources provide that capability. If no, describe what alternative functionality is provided to ensure that users have need-to-know based access to Information Resources.

5. Do Information Resources manage administrator access permissions at the virtual system level? If yes, describe how this is done.

6. Describe Proposer’s password policy including password strength, password generation procedures, password storage specifications, and frequency of password changes. If passwords
are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

Complete the following additional questions if Information Resources will be hosted by Proposer:

7. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that would have access to the environment hosting University Records to ensure need-to-know-based access?

8. What procedures and best practices does Proposer have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?

9. Describe Proposer's password policy including password strength, password generation procedures, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.

Use of Data

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process University Records, or from which University Records may be accessed, to ensure that University Records will not be accessed or used in an unauthorized manner?

2. What safeguards does Proposer have in place to segregate University Records from system data and other customer data and/or as applicable, to separate specific University data, such as HIPAA and FERPA protected data, from University Records that are not subject to such protection, to prevent accidental and unauthorized access to University Records?

3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of University Records?

4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of University Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render University Records unrecoverable and prevent accidental and unauthorized access to University Records? Describe the degree to which sanitizing and disposal processes addresses University data that may be contained within backup systems. If University data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up University data.

Data Transmission

1. Do Information Resources encrypt all University Records in transit and at rest? If yes, describe how Information Resources provide that security. If no, what alternative methods are used to safeguard University Records in transit and at rest?

Complete the following additional questions if Information Resources will be hosted by Proposer:
2. How does data flow between University and Information Resources? If connecting via a private circuit, describe what security features are incorporated into the private circuit. If connecting via a public network (e.g., the Internet), describe the way Proposer will safeguard University Records.

3. Do Information Resources secure data transmission between University and Proposer? If yes, describe how Proposer provides that security. If no, what alternative safeguards are used to protect University Records in transit?

**Notification of Security Incidents**

*Complete the following additional questions if Information Resources will be hosted by Proposer:*

1. Describe Proposer’s procedures to isolate or disable all systems that interact with Information Resources in the event a security breach is identified, including any systems that would hold or process University Records, or from which University Records may be accessed.

2. What procedures, methodology, and timetables does Proposer have in place to detect information security breaches and notify University and other customers? Include Proposer’s definition of security breach.

3. Describe the procedures and methodology Proposer has in place to detect information security breaches, including unauthorized access by Proposer’s and subcontractor’s own employees and agents and provide required notifications in a manner that meets the requirements of the state breach notification law.

**Compliance with Applicable Legal & Regulatory Requirements**

*Complete the following additional questions if Information Resources will be hosted by Proposer:*

1. Describe the procedures and methodology Proposer has in place to retain, preserve, backup, delete, and search data in a manner that meets the requirements of state and federal electronic discovery rules, including how and in what format University Records are kept and what tools are available to University to access University Records.

2. Describe the safeguards Proposer has in place to ensure that systems (including any systems that would hold or process University Records, or from which University Records may be accessed) that interact with Information Resources reside within the United States of America. If no such controls, describe Proposer’s processes for ensuring that data is protected in compliance with all applicable US federal and state requirements, including export control.

3. List and describe any regulatory or legal actions taken against Proposer for security or privacy violations or security breaches or incidents, including the final outcome.
## UTRGV Design Professional Basic Service Fee Matrix

### ARCHITECT/ENGINEER FEES
When the Construction Cost Limitation falls between the tabular limits, the rate will be determined through direct interpolation.

<table>
<thead>
<tr>
<th>Construction</th>
<th>Dermotors,</th>
<th>Classroom,</th>
<th>Health, Research</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of Project</td>
<td>Garages &amp; Warehouses</td>
<td>Office &amp; Other Special Education</td>
<td>Buildings</td>
</tr>
<tr>
<td>New Construction</td>
<td>Over 1,000,000</td>
<td>6.00%</td>
<td>6.50%</td>
</tr>
<tr>
<td></td>
<td>Up To 200,000</td>
<td>7.00%</td>
<td>7.50%</td>
</tr>
</tbody>
</table>

Use this table after determining value on Line 1 at right.

### Remodelling & Renovation
| | Over $5,000,000 | 7.00% | 7.50% | 8.00% |
| | Over 1,000,000 | 8.00% | 8.50% | 9.00% |
| | Up To 200,000 | 9.00% | 9.50% | 10.00% |

### A/E Fee Interpolation Formula

\[
\text{A/E Fee} = \left( \frac{\text{Line 1 value} - \text{Line 3 value}}{\text{Line 4 value} - \text{Line 5 value}} \right) \times \text{Line 5 value} + \text{Line 5 value}
\]

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>50,000 - 1,000,000</td>
</tr>
<tr>
<td>2</td>
<td>1,000,000 - 10,000,000</td>
</tr>
<tr>
<td>3</td>
<td>10,000,000 - 1,000,000,000</td>
</tr>
<tr>
<td>4</td>
<td>A/E % for Upper Construction Cost Range (expressed as a number, e.g. 6.00)</td>
</tr>
<tr>
<td>5</td>
<td>A/E % for Lower Construction Cost Range (expressed as a number, e.g. 6.50)</td>
</tr>
</tbody>
</table>

### Calculations

- **Enter**:
  - Construction Cost Limitation (expressed as dollars, e.g. 9,000,000)
  - Upper Construction Cost Range (expressed as dollars, e.g. 10,000,000)
  - Lower Construction Cost Range (expressed as dollars, e.g. 1,000,000,000)

- **Answer**:
  - \#DIV/0!
  - A/E Fee

*If Line 1 is greater $5M (R&R), enter "1" on Line 2 and "0" on Line 3 AND enter the % corresponding to $5M (R&R) on both Lines 4 & 5.*