



**REQUEST FOR QUALIFICATIONS # FM2023-003 for  
INDEFINITE DELIVERY -INDEFINITE QUANTITY  
ARCHITECT / ENGINEER PROFESSIONAL SERVICES**

**Submittal Deadline: January 31, 2023 at 3:00 PM**

**THE UNIVERSITY OF TEXAS AT ARLINGTON  
OFFICE OF FACILITIES MANAGEMENT  
1225 W. MITCHELL STREET, SUITE 205  
ARLINGTON, TEXAS 76019**

Issue Date: December 21, 2022

## TABLE OF CONTENTS

### Section 1 - General Information & Requirements

- 1.1 General Information
- 1.2 Public Information
- 1.3 Type of Contract
- 1.4 Clarifications and Interpretations
- 1.5 Submission of Qualifications
- 1.6 Point-Of-Contact
- 1.7 Evaluation of Qualifications
- 1.8 Owner's Reservation of Rights
- 1.9 Acceptance of Evaluation Methodology
- 1.10 No Reimbursement for Costs
- 1.11 Pre-Submittal Conference
- 1.12 Eligible Respondents
- 1.13 Historically Underutilized Businesses' Submittal Requirements
- 1.14 Certain Proposals and Contracts Prohibited
- 1.15 Sales and Use Taxes
- 1.16 Certification of Franchise Tax Status
- 1.17 Required Notices of Workers' Compensation Insurance Coverage
- 1.18 Prevailing Wage Rate Determination
- 1.19 Delinquency in Paying Child Support
- 1.20 State Registration of Architecture Firms
- 1.21 State Registration of Engineering Firms
- 1.22 Policy Regarding Receiving Benefits, Gifts and Honoraria
- 1.23 Criminal Background Checks
- 1.24 Undocumented Workers
- 1.25 Disclosure of Interested Parties
- 1.26 Group Purchasing Authority

### Section 2 - Executive Summary

- 2.1 Historical Background
- 2.2 Mission Statement
- 2.3 Project Description, Scope and Budget

### Section 3 - Requirements for Statement of Qualifications

- 3.1 Respondent's Statement of Qualifications and Availability to Undertake a Indefinite Duration, Indefinite Quantity Contract
- 3.2 Prime Firm's Ability to Provide Services
- 3.3 Project Team's Ability to Provide Design and Construction Administration Services
- 3.4 Respondent's Performance on Past Representative Projects
- 3.5 Respondent's Past Performance on U.T. Arlington or U.T. System Projects
- 3.6 Respondent's General Understanding of the U.T. System A/E Agreement
- 3.7 Respondent's Compliance with the Campus Master Plan
- 3.8 Respondent's Knowledge of Best Practices
- 3.9 Respondent's Ability to Identify and Resolve Problems on Past Projects
- 3.10 Execution of Offer

### Section 4 - Format for Statement of Qualifications

- 4.1 General Instructions
- 4.2 Page Size, Binding, Dividers, and Tabs
- 4.3 Table of Contents
- 4.4 Pagination
- 4.5 HUB Subcontracting Plan

### Section 5 - Attachments to the RFQ

- 5.1 Attachment 1: Draft Agreement Between The University of Texas at Arlington and Project Architect/Engineer
- 5.2 Attachment 2: Evaluation Worksheet
- 5.3 Exhibit H: Policy on Utilization Historically Underutilized Businesses

REQUEST FOR QUALIFICATIONS FOR  
ARCHITECT/ENGINEER PROFESSIONAL SERVICES  
RFQ No.: **FM2023-003**

**SECTION 1 – GENERAL INFORMATION & REQUIREMENTS**

- 1.1 **GENERAL INFORMATION:** The University of Texas at Arlington (“Owner”) is soliciting statements of qualifications (“Qualifications”) for selection of Architectural (architect, facility programming, etc.), Engineering (mechanical, electrical, plumbing, etc.) firms for services to be provided “as needed” in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications.
- 1.1.1 This Request for Qualifications (“RFQ”) is the first step in a two step process for selecting “as needed” Architectural and Engineering firms. The RFQ provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the Owner. Based on the initial ranking, the Owner may select up to five (5) of the top ranked qualified respondents to attend Interviews in the final step of the process.
- 1.1.2 In the final step of the process, Interviews, the “most” qualified respondents may be requested to attend an interview with the Owner to confirm the Qualification submittal and answer additional questions. The Owner will then rank the remaining respondents in order to determine the “most” qualified respondents.
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.
- 1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.
- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner’s Standard Architect/Engineer Agreement, for Miscellaneous Services on Projects of limited scope, copy of which is attached to this RFQ as Exhibit 1.
- 1.3.1 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be by addendum posted on the Electronic State Business Daily (ESBD) web site (<http://www.txsmartbuy.com/sp>). It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due as part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications.
- 1.3.2 Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda seven (7) days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.

1.5 SUBMISSION OF QUALIFICATIONS:

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

**Responses must be submitted electronically to [ofm\\_contracts@uta.edu](mailto:ofm_contracts@uta.edu). Submittals will be kept securely in this email box until the appropriate opening date and time. HUB Subcontracting plan must be submitted as a separate file in a separate email. In the subject line of your emails include the following: Response to RFP #FM2023-003 (also indicate “HUB Subcontracting Plan” in the email containing the HUB Subcontracting Plan). DO NOT SUBMIT A HARDCOPY SUBMITTAL IN RESPONSE TO THIS SOLICITATION.**

**Proposals must be received on or before the date and time listed below:**

<b><u>EMAIL NO. 1</u> – Qualifications (Response to Section 3) and Section 3.10 Criteria Ten Execution of Offer (Signed)</b>	<b><u>January 31, 2023</u></b> <b><u>3:00 PM</u></b>
<b><u>EMAIL NO. 2</u> - HUB Subcontracting Plan (HSP)</b>	<b><u>January 31, 2023</u></b> <b><u>3:00 PM</u></b>

All documents should be submitted in 8 ½ “x 11” page size.

1.5.2 Submit One (1) electronic version of the Qualifications **with signature**. A signature must be included on the “Execution of Offer” document submitted.

1.5.3 Submit one (1) electronic version of the HUB Subcontracting Plan as separate attachments to the Qualifications as described in Section 1.13. Email subject should be labeled “RFQ FM2023-003 HUB SUBCONTRACTING PLAN”.

1.5.4 Qualifications received late will be returned to the respondent.

1.5.5 The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or in person.

1.5.6 Properly submitted Qualifications will not be returned to respondents.

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

The University of Texas at Arlington  
Office of Facilities Management  
Attention: Viki Lewis, Contract Specialist  
Phone: (817) 272-0192  
e-mail: [vlewis@uta.edu](mailto:vlewis@uta.edu)

- 1.7 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. The top five or fewer ranked respondents may be selected by the Owner to participate in step two of the selection process.
- 1.7.1 Qualifications shall **not** include any information regarding respondent’s fees, pricing, or other compensation.
- 1.8 OWNER’S RESERVATION OF RIGHTS: The Owner may evaluate the Qualifications based on all or any portion of the anticipated services for Projects. The Owner reserves the right to divide the Services into multiple awards, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the request for qualifications. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the Owner.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFQ shall be at the sole risk and responsibility of the respondent.
- 1.11 PRE-SUBMITTAL CONFERENCE: A pre-submittal conference will **not** be held.
- There will be an optional “How to successfully complete the HUB Subcontracting Plan (HSP) conference call which will be held on **January 10, 2023 at 10:30a.m.** To be able to view the meeting join on your computer or mobile app via [Click here to join the meeting](#) For audio only the call-in number is **(817) 502-2418** and the Phone Conference ID# is: **590 454 161#**. All methods for completing the plan will be covered in the session with time allotted for questions and answers. We encourage your HSP preparer’s attendance of this session to ensure meeting Texas HUB Subcontracting Plan requirements and avoid your bid being disqualified.
- 1.12 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply (this does not preclude an applicant from having consultants). The Owner will contract only with individual firms or formal organizations such as a) sole proprietor, b) joint ventures, c) limited liability corporations, d) partnerships, or e) corporations licensed to practice in the State of Texas.
- 1.13 HISTORICALLY UNDERUTILIZED BUSINESSES’ SUBMITTAL REQUIREMENTS: It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses (See attached). The Policy applies to all contracts with an expected value of \$100,000 or more. If Owner determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Qualifications. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Qualifications.

In accordance with Texas Government Code (TGC) §2161.252, each state agency as defined by TGC §2151.002 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 University of Texas at Arlington, acting through the HUB Office 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 purpose of the HUB Program is to promote full and equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2% 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**
- **26.0% for all other services contracts**
- **21.1% for commodities contracts**

The University of Texas at Arlington (UTA) shall make a good faith effort to meet or exceed these goals to assist HUBs in receiving a portion of the total contract value of all contracts that UTA expects to award in a fiscal year. UTA 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.

It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB's) in all contracts. Accordingly The University of Texas at Arlington (UTA) has adopted the UT System Policy on Utilization of Historically Underutilized Businesses (Policy). The Policy applies to all contracts with an expected value of \$100,000 or more.

STATEMENT OF PROBABILITY – University has reviewed this RFQ in accordance with Texas Government Code §2161.252, and has determined that subcontracting opportunities are probable under this contract. Therefore, bidders, including State of Texas certified Historically Underutilized Businesses (HUB's), must complete and submit a State of Texas HUB Subcontracting Plan (“HSP”) as a part of Bidder's Bid. The HSP shall be developed and administered in accordance with the University's Policy on Utilization of Historically Underutilized Businesses attached and incorporated for all purposes. Each Bidder must complete and return the HSP in accordance with the terms of attached HUB Subcontracting Plan. For any questions related to HUB issues, contact Mario Ramirez, HUB Manager, (817) 272-2039 or email [mario.ramirez@uta.edu](mailto:mario.ramirez@uta.edu). Forms for HUB Subcontracting Plan are included in the solicitation. **Failure to submit the required HSP will result in the automatic disqualification of the Bid.**

Bidder must submit the HSP to the University at the same time it submits its proposal to the University. The HSP must be submitted under separate email (the "HSP Envelope"). Bidder must ensure that the email is labeled with the subject "HUB Subcontracting Plan". **Any submittal in response to this RFQ that is not accompanied by a HSP email meeting the above requirements may be rejected by the University and will not be opened as that submittal**

**will be considered non-responsive due to material failure to comply with advertised specifications.**

- 1.14 (Not Used)
- 1.15 SALES AND USE TAXES: Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include The University of Texas System. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."
- 1.16 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The Architect or Engineer agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.17 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. The rule implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The requirements of the rule are set forth in Article 6 of the Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts.
- 1.18 PREVAILING WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the policies and procedures set forth in the U. T. System document, entitled "Prevailing Wage Guidelines." The penalty for violation of prevailing wage rates has been increased from \$10.00 per underpaid worker per day or portion thereof to \$60.00.
- 1.19 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.20 STATE REGISTRATION OF ARCHITECTURE FIRMS: Respondents are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners. 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over

individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.

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

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

Architect or Engineer and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at <http://www.uta.edu/policy/hop/adm/5/508>, University's Standards of Conduct Guide available at <https://www.uta.edu/policy/procedure/3-34>, and applicable state ethics laws and rules available at <https://www.ethics.state.tx.us>. Neither Architect or Engineer nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules.

1.23 CRIMINAL BACKGROUND CHECKS. Individual who is assigned to perform the Work under this Agreement will be an employee of Architect/Engineer or an employee of a permitted subcontractor engaged by Architect or Engineer. Architect or Engineer is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Architect or Engineer will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Work, and (2) have an appropriate criminal background screening performed on all such individuals within the last twelve (12) months. Architect or Engineer shall determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide such services. Architect or Engineer will not knowingly assign any individual to provide services on University's campus who has a history of criminal conduct unacceptable for a university campus, including:

- 1) Drug distribution activity or felony drug possession
- 2) Sexual offenses
- 3) Crimes of violence involving physical injury to another person
- 4) Child abuses, molestation or other crimes involving child endangerment
- 5) Murder
- 6) Kidnapping
- 7) Theft or embezzlement
- 8) Any crime involving moral turpitude

Architect or Engineer will update the List each time there is a change in the individuals assigned to perform the Work.

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



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

1.25 DISCLOSURE REQUIREMENTS: As part of the contract execution process, and as required by House Bill 1295, the successful Proposer will be required to complete and submit Form 1295 “Certificate of Interested Parties” for certain types of contracts expected to exceed \$1 million over the potential life of the contract. The form can be downloaded at <https://www.ethics.state.tx.us/filinginfo/1295/>. The form requires disclosure of parties with controlling interest and/or any intermediaries acting on behalf of the Proposer.

“Controlling Interest” means

- 1) an ownership interest or participating interest in a Business Entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent;
- 2) membership on the board of directors or other governing body of a Business Entity of which the board or other governing body is composed of not more than 10 members; or
- 3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a Business Entity that has more than four officers.

“Intermediary” means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the Business Entity who:

- 1) Receives compensation from the Business Entity for the person’s participation;
- 2) Communicates directly with the UT Institution on behalf of the Business Entity regarding the contract; and
- 3) Is not an employee of the Business Entity

1.26 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 Respondent under this RFQ.

## SECTION 2 – EXECUTIVE SUMMARY

- 2.1 HISTORICAL BACKGROUND: The University of Texas at Arlington (“UTA”, “University”) is a Carnegie Research-1 “highest research activity” institution. With a projected global enrollment of close to 57,000 in Academic Year 2016-17, UTA is the largest institution in The University of Texas System. Guided by its Strategic Plan Bold Solutions | Global Impact, UTA fosters interdisciplinary research within four broad themes: health and the human condition, sustainable urban communities, global environmental impact, and data-driven discovery. UTA was recently cited by U.S. News & World Report as having the second lowest average student debt among U.S. universities. U.S. News & World Report also ranks UTA fifth in the nation for undergraduate diversity. The University is a Hispanic-Serving Institution and is ranked as the top four-year college in Texas for veterans on Military Times’ 2017 “Best for Vets” list. The University’s main campus in Arlington includes approximately 420 acres bisected by Trading Horse Creek and more than 100 buildings (the “Campus”). UTA is home to the city’s first mixed use, residential and retail development – College Park District. The 7,000-seat College Park Center is the district’s centerpiece and the new home court for UTA basketball and volleyball, concerts, commencement exercises and other major events. The two (2) other campuses operated by University are located in Fort Worth, Texas, at Riverbend Park and the University of Texas at Arlington Fort Worth Center.
- 2.2 MISSION STATEMENT: The mission of The University of Texas at Arlington is to pursue knowledge, truth and excellence in a student-centered academic community characterized by shared values, unity of purpose, diversity of opinion, mutual respect and social responsibility. The University is committed to life-long learning through its academic and continuing education programs, to discovering new knowledge through research and to enhancing its position as a comprehensive educational institution with bachelors’, masters’, doctoral, and non-degree continuing education programs.
- 2.3 PROJECT DESCRIPTION AND SCOPE: Architectural/Engineering services will be provided on an “**as needed**” when called for basis for numerous separate task orders for minor construction, renovation, and repair projects requiring professional design assistance to prepare either working drawings or bid documents. **The University desires to contract with one or more Architects and/or Engineers for Architectural Services, Programming Services, Mechanical Engineering Services, Plumbing Engineering Services, and Electrical Engineering Services.** The initial contract will be from date of award of contract through one (1) year after award date. The University reserves the right to renew the contract for an additional two (2) years on an annual basis. Architect/Engineer will provide a range of services for various minor projects to include construction projects, renovation projects, remodeling projects, ADA compliance evaluation and design projects, repair projects, and maintenance projects on buildings (interior and exterior), streets, parking lots, and other miscellaneous areas. Owner does not warrant or represent that any or all of such potential work will actually be requested to be performed, or that Project Architect/Engineer will be entitled to perform any particular volume or amount of services.

The Project Architect/Engineer will perform architectural and/or engineering investigation, design, concept visualization, renderings and graphics, and construction phase services for projects as specifically authorized by the Owner. The Project Architect/Engineer will consult with the Owner to clarify and define Owner’s requirements relative to the assignments and review available data. Requirements will be set forth in the Task Order issued for each assignment. The Project Architect/Engineer shall perform within the professional standards normally accepted in the State of Texas, professional services associated with individual assignments as authorized by

the Owner and as described in the scope of services for each assignment so authorized by Task Order.

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

### **SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS**

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

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

- 3.1.1 Provide a statement of interest for this contract including a narrative describing the Prime Firm’s and Project Team’s unique qualifications as they pertain to services on an “as needed” basis.
- 3.1.2 Provide a statement on the availability and commitment of the Prime Firm and its principal(s) and assigned professionals to undertake the contract on an “as needed” basis.
- 3.1.3 Provide a brief history of the Prime Firm and each consultant proposed for to be used on task orders.
- 3.1.4 Provide a graphic representation of the team for task orders, identifying the Prime Firm and each consultant proposed for task orders.

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

- 3.2.1 Provide the following information for the Prime Firm:
  - Legal name of the company as registered with the Secretary State of Texas
  - Address of the office that will be providing services
  - Number of years in business
  - Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc...)
  - Number of Employees by skill group
  - Annual revenue totals for the past ten (10) years
- 3.2.2 Provide the three (3) most recent audited financial statements documenting your firm’s financial stability. If you do not have audited financial statements, please state why audited financial statements are not available and include your firms most recent financial statement.
- 3.2.3 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

- 3.2.4 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Owner.
- 3.2.5 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 3.2.6 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.
- 3.2.7 Provide a claims history under professional malpractice insurance for the past five (5) years for the Prime Firm and any team members proposed to provide professional architectural or engineering services.

3.3 CRITERIA THREE: PROJECT TEAM'S ABILITY TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

- 3.3.1 Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for principals and key professional members of each consultant that will be involved in the project. Indicate the estimated percent of time these individuals will be involved in the project for design and construction.
- 3.3.2 Provide resumes giving the experience and expertise of the professional members for each consultant that will be involved in the work assigned by task orders including their experience with similar projects, the number of years with the firm, and their city of residence.
- 3.3.3 Clearly identify the members of the proposed team who worked on the listed projects in Criteria 3.4 and 3.5, and describe their roles in those projects.
- 3.3.4 Describe the basis for the selection of the proposed sub-consultants included in the design team and the role each will play for this contract on an "as needed" basis.
- 3.3.5 Describe the Prime Firm's process in working with consultants and integrating them into the design process.

3.4 CRITERIA FOUR: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 3.4.1 List a maximum of five (5) projects for which you have provided services that are most related to indefinite duration, indefinite quantity contract work. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
- Project name, location, contract delivery method, and description
  - Color images (photographic or machine reproductions)
  - Final Construction Cost, including Change Orders
  - Final project size in gross square feet
  - Type of construction (new, renovation, or expansion)

- Actual start and finish dates for design
- Actual Notice To Proceed and Substantial Completion dates for construction
- Description of professional services Prime Firm provided for the project
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Name of Project Architect (individual responsible for coordinating the day to day work)
- Name of Project Designer (individual responsible for design concepts)
- Consultants

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

- The Owner’s name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number
- Contractor’s name and representative who served as the day-to-day liaison during the Preconstruction and/or construction phase of the project, including telephone number
- Length of business relationship with the Owner.

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

3.5 CRITERIA FIVE: RESPONDENT’S PAST PERFORMANCE ON UT ARLINGTON PROJECTS OR UT SYSTEM PROJECTS:

3.5.1 Identify and describe the Prime Firm’s past experience on University of Texas at Arlington and/or UT-System projects within the last five (5) years. Projects may repeat with Section 3.4 above.

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

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

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

3.6 CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE UT ARLINGTON A/E AGREEMENT

- 3.6.1 Provide a detailed list (i.e. bulleted) of all Design Services and consultants you will provide to the Owner under Basic Services on this contract.
- 3.6.2 Provide a detailed list (i.e. bulleted) of all Construction Administration Services and consultants you will provide to the Owner under Basic Services on this contract.
- 3.6.3 Provide a detailed list (i.e. bulleted) of all Services and consultants you will provide to the Owner as Additional Services for Design and Construction Services on this contract.
- 3.6.4 Provide a detailed list (i.e. bulleted) of all reimbursable services/expenses you will request from the Owner and on this contract.
- 3.6.5 In order to help facilitate and expedite execution of a UT-Arlington Agreement following selection of the "most" qualified candidate, please identify any terms of the Agreement you may request to be revised or negotiated prior to signing the Agreement.

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

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

3.8 CRITERIA EIGHT: RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

- 3.8.1 Describe the Prime Firm's design philosophy, design methodology, and its process for integrating institutional standards into design.
- 3.8.2 Describe the Prime Firm's quality assurance program explaining the method used and how the firm maintains quality control during the development of Construction Documents and quality assurance during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to Criteria 3.4 and 3.5.
- 3.8.3 Describe your project team's demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.
- 3.8.4 The Owner has specific system design and construction standards and specification requirements for construction projects. Describe how you propose to incorporate these requirements into a project.
- 3.8.5 Describe your firm's experience working with the indefinity duration, indefinite quantity "as needed" delivery method.
- 3.8.6 Describe your cost estimating methods for the design and construction phases of projects assigned by task orders. How do you develop cost estimates and how often are they updated?

For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, provide examples of how these techniques were used and what degree of accuracy was achieved.

- 3.8.7 Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner's "as needed" schedule. For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, provide examples of how these techniques were used.
- 3.8.8 Describe your firm's service support philosophy, how is it carried out, and how success in keeping this philosophy is measured.
- 3.8.9 Describe the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of the projects listed above. Describe how you used these systems for any combination of three (3) projects listed in response to Criteria 3.4 and 3.5.
- 3.8.10 Describe how you plan to ensure continuity of task order objectives starting with design solution, moving through construction documents, and finishing with a constructed project that meets the Owner's requirements.
- 3.8.11 Describe the project team's experience in sustainable design and improved indoor air quality.
- 3.8.12 Describe the project team's experience in managing the impact of MEP systems on renovation/historic buildings.
- 3.8.13 Describe the project team's approach to assuring timely completion of a project, including methods you will use for schedule recovery if necessary.
- 3.8.14 Describe how you track Owner input and review comments on your design document submittals to confirm that they have been addressed. Provide examples of reports/logs used for tracking response to and closure on Owner comments.

3.9 CRITERIA NINE: RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS

- 3.9.1 Describe your understanding of the administrative challenges and opportunities associated with providing Design and Construction Administration services for The University of Texas at Arlington, and your strategy for resolving these issues.
- 3.9.2 What do you perceive are the critical issues for this contract?
- 3.9.3 Understanding schedule limitations provide an analysis of the Owner's project planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner's decision making.
- 3.9.4 Describe the the project team's experience with renovation/expansion projects in occupied and unoccupied facilities.
- 3.9.5 For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.

- 3.9.6 Provide examples of how the Respondent has creatively incorporated mechanical, electrical, and plumbing solutions in similar structures.
- 3.9.7 In a predominately MEP project, how does the Project Team intend to structure the consulting agreement with the MEP firm to ensure that adequate resources are available to produce effective solutions?



3.10 **CRITERIA TEN: EXECUTION OF OFFER**

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

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

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

- 3.10.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
- 3.10.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
- 3.10.3 By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Qualifications.
- 3.10.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 3.10.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
- 3.10.6 By signature hereon, Respondent represents and warrants that:
- 3.10.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;

- 3.10.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
  - 3.10.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
  - 3.10.6.4 Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
  - 3.10.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
  - 3.10.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 3.10.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications.
- 3.10.8 (Not used)
- 3.10.9 By signature hereon, Respondent certifies as follows:
- 3.10.9.1 "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
  - 3.10.9.2 "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
  - 3.10.9.3 "Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
- 3.10.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any University of Texas component, or Respondent has not been an employee of any University of Texas component within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

- 3.10.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 Texas Government Code).
- 3.10.12 Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 3.10.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.10.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.
- 3.10.15 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 3.10.16 By signature hereon, Respondent certifies that the only member(s) of the Board of Regents of The University of Texas System, UT System Chancellor, any UT institution president nor any executive officer of the University of Texas System or it's component institutions that has a financial interest, directly or indirectly, in the transaction that is the subject of the contract is identified below. Attach additional pages as necessary.

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*(Name)*

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*(Firm's Business Title)*

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*(UT System Title)*

3.10.17 Execution of Offer: RFQ No. **FM2023-003**

The Respondent must complete, sign and return this Execution of Offer as part of their submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form may subject the submittal to disqualification.

Respondent's Name: \_\_\_\_\_

Respondent's State of Texas Tax Account No: \_\_\_\_\_  
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: \_\_\_\_\_

Respondent's Charter No: \_\_\_\_\_

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

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

Submitted and Certified By:

\_\_\_\_\_  
(Respondent's Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(DATE)

## SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

### 4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Qualifications shall be a **MAXIMUM OF FIFTY (50) PRINTED PAGES** size 8-1/2" x 11", one-sided only. The cover, table of contents, divider sheets, HUB Subcontracting Plan (Section 1.13), Execution of Offer, and Standard Form 330 - Part II, do **not** count as printed pages.
- 4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.
- 4.1.5 The Owner will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.
- 4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.7 The Owner makes no representations of any kind that an award will be made as a result of this RFQ. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 4.1.8 Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 4.1.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

### 4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 4.2.1 Qualifications shall be printed on one-side letter-size (8-1/2" x 11") paper and assembled with plastic spiral-type bindings (no metal), plastic binding combs (such as General Binding Corp. combs), or staples.
- 4.2.2 Additional attachments shall **NOT** be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.

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

4.3 TABLE OF CONTENTS:

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

4.4 PAGINATION:

4.4.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc). Respondent is not required to number the pages of the HUB Subcontracting Plan.

4.5 HUB SUBCONTRACTING PLAN SUBMITTAL:

4.5.1 Submit one HUB Subcontracting Plan (attached) at the same time as Qualifications in a **separate email** apart from the submittal of qualifications.

**SECTION 5 - ATTACHMENTS TO THE RFQ**

5.1 ATTACHMENT 1: Draft Agreement Between The University of Texas at Arlington and Project Architect/Engineer

5.2 ATTACHMENT 2: Evaluation Worksheet

5.3 EXHIBIT H: Policy on Utilization Historically Underutilized Businesses

AGREEMENT  
for  
MISCELLANEOUS SERVICES PROVIDED or ENGINEERING SERVICES  
on  
PROJECTS OF LIMITED SCOPE

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

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

and

**Architect/Engineer:**

**Texas Tax Account No.**

**Contract No.**

This Agreement is for the provision of miscellaneous architectural or engineering services for projects of limited scope, to be performed on a non-exclusive, indefinite quantity basis, as requested by the Owner in accordance with the terms of this Agreement. Architect or Engineer (individually and collectively “Services Provider”) represents that it 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 Services Provider 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 Services Provider 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 Services Provider to complete work on any project approved by the Owner prior to the expiration of the Agreement.

ARTICLE 2  
AUTHORIZED CONTRACT SUM

2.01 **Contract Sum:** The overall maximum value of this contract is indefinite, subject to the contractual authority delegated by the Board of Regents to the Owner's representative. The overall maximum contract value will not exceed the amount of Two Million Dollars (\$2,000,000.00) without prior Board of Regents authorization. Allowable fees for each specifically authorized project will be established in an "Authorization to Commence Work" issued by the Owner. Invoices for authorized work performed by the Services Provider shall not exceed the fees established for any portion of authorized work. Established fee amounts shall not be increased except by written amendment to a previously issued Authorization to Commence Work executed by the Owner and the Services Provider.

2.02 **No Minimum Amount of Work:** Owner makes no representations regarding the amount or type of services, if any, that Services Provider 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 Services Provider 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 Services Provider agrees to provide architectural or engineering 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
- Engineering 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 Services Provider.

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 Services Provider for the project.

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



- a. A narrative description of Services Provider’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 Services Provider proposes to use in the performance of Services Provider’s scope of work;
- g. A schedule of hourly billing rates for any consultants that Services Provider proposes to use in the performance of Services Provider’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 Services Provider shall review Services Provider’s Project Proposal and negotiate any changes, clarifications or modifications thereto. The Services Provider 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 *‘Architect/Engineer Services Provider Work Order’* (“Work Order”). The Work Order authorizes the Services Provider to begin the work identified in the Project Proposal on the date specified in the Notice. The Work Order shall include a Work Order number specific to the project.

**3.07 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*). Other Texas institutions of higher education and Services Provider may, therefore, agree to enter into a separate agreement for the provision of these services on the same terms as this Agreement.

#### ARTICLE 4 SERVICES PROVIDER’S GENERAL SERVICES AND RESPONSIBILITIES

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

**4.02 Standard of Care:** Project Services Provider agrees and acknowledges that Owner is entering into this Agreement in reliance on Project Services Provider’s represented professional abilities with respect to performing Project Services Provider’s services, duties, and obligations under this Agreement. Project Services Provider shall perform its Services (i) with the professional skill and care ordinarily provided by competent Services Providers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent

considering the ordinary professional skill and care of a competent Services Provider. Services Provider shall provide all qualified personnel necessary to accomplish Services Provider's Services within the time limits set forth in the schedule.

4.03 **Compliance with Laws:** Services Provider shall endeavor to perform Services Provider'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:** Services Provider 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 Services Provider by Owner, or any other party, that Services Provider uses for the Project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to the Services Provider by the Owner or by others.

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

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

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

## ARTICLE 5 THE OWNER'S RESPONSIBILITIES

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

5.02 **Representative:** The Owner designates The Office of Facilities Management as its representative authorized to act in the Owner's behalf with respect to the Project. The Owner designates Vice President for Administration and Economic Development 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 Services Provider and as reasonably necessary for the Project. Services Provider 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 Services Provider by the Owner or by others.

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

6.02 **Correction of Work:** Should Services Provider'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 Services Provider 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 Services Provider.

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

## ARTICLE 7 COMPENSATION FOR SERVICES RENDERED

7.01 **Owner's Approval Required:** Owner agrees to pay Services Provider 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 Services Provider'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 Services Provider 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 initial two (2) year term of this Agreement. At least ninety (90) days before the expiration of the initial term or any renewal period exercised by the Owner, the Service Provider shall submit any changes to its billing rates that would apply to the subsequent renewal period to the Owner in writing. All rate increases require the Owner's approval prior to the exercise of any renewal option. The increased rates apply only to work performed pursuant to Notices to Proceed issued after the effective start date of any renewal period.

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

7.05 **Consultant Costs:** Unless approved in advance by the Owner, Services Provider 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. When consultant fees or costs are approved by the Owner, the Services Provider's fee or mark up on those consultant fees or costs shall be calculated as an amount not to exceed 10% of the amount that the consultant actually bills the Services Provider.

## 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 Services Provider under this Agreement are limited to the following:

- a. Travel from Texas to out of state locations:
  1. Maximum rates for lodging and meals shall be in accordance with the "Out of State Meals and Lodging Rates", Texas Comptroller of Public Accounts, plus city and state taxes.
  2. Notwithstanding the limitation on lodging rates above, if the expenses actually incurred by the Service Provider for lodging exceed the State rate, the Service Provider may be reimbursed for the additional amount incurred up to a maximum of forty percent (40%) of the State rate, plus city and state tax rates up to the allowable maximum lodging rate.
  3. Meals will only be reimbursed on trips involving overnight travel. Reimbursement will be based on the itemized receipts provided and only up to the maximum allowable state rate.
- b. Travel to Texas from out of state locations:

1. Lodging: maximum reimbursement for lodging in state shall be limited to current State of Texas per diem rate plus city and state taxes. Meals will only be paid on trips involving overnight travel.

2. Notwithstanding the limitation on lodging rates above, if the expenses actually incurred by the Service Provider for lodging exceed the State rate, the Service Provider may be reimbursed for the additional amount incurred up to a maximum of forty percent (40%) of the State rate, plus city and state tax rates up to the allowable maximum lodging rate, plus city and state tax rates up to the allowable maximum lodging rate.

3. Meals; reimbursement is based on itemized receipts and only up to the maximum allowed per State rate.

- c. Automobile Expenses: auto rental for an individual traveler will be reimbursed for small cars category, such as compact or economy. Multiple travelers in the same vehicle will be reimbursed for midsize car category, such as standard or intermediate. Also included is related auto insurance, gasoline, parking, toll road costs and taxi service. Costs include applicable taxes.
- d. Airline Travel: coach class air travel with rates nearest to the State contract rate. All airline travel shall be booked no less than 7 days in advance when possible. Reimbursement for air travel booked within 7 days of departure, without the prior approval of the PM/RCM, may be limited. A sales receipt and a boarding pass must be provided for each flight in order to receive reimbursement. Upgrades to the standard air travel charges, such as personal seating selection, business select upgrades, or early boarding, will not be subject to reimbursement.
- e. Approval: Unless expressly directed and approved “in writing” by the Owner, amounts exceeding the above stipulated limitations will not be subject to reimbursement.
- f. Fees paid for securing approval of authorities having jurisdiction over any particular project;
- g. 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 Services Provider and Services Provider’s consultants as well as up to three (3) review sets as necessary for progressive reviews by Owner in accordance with the Project Proposal;
- h. Communication expenses such as long distance telephone, facsimile transmissions, express charges and postage that are directly attributable to the project;
- i. Disbursements made by the Services Provider under approved subcontracts;
- j. 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;
- k. 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 Services Provider and the Services Provider’s consultants.
- l. Vehicle trip charges are applicable to vehicles that are specifically equipped and used to transport testing and sampling equipment, safety equipment, tools, heavy

equipment, drilling devices and/or supplies that are specifically required for the scope of services proposed and approved for the subject project.

Light duty vehicles (pick-up trucks) are applicable when transporting equipment or materials to the jobsite or returning from the jobsite with material samples, equipment or related items.

Vehicle trip charges are not applicable for standard passenger automobile transportation to the job site regardless of the ownership of the vehicle.

When a specialty vehicle as noted above is required for the appropriate execution of the proposed scope of services, mileage reimbursement may be allowed when previously identified in a 'vehicle trip rate schedule' and when approved in advance, in writing, by the Owner.

'Vehicle trip rates' apply to the distance from the location in which the vehicle is usually and customarily located, to the jobsite.

Specific information shall be submitted that confirms the vehicle's typical permanent location or established base of operation. Also, odometer reporting is expected to be provided to establish the distance of travel and substantiate the amount submitted for reimbursement.

Standard passenger automobile transportation mileage reimbursement shall be in accordance with Article 8.01(b) of the Agreement.

When vehicle trip charges are allowed, additional transportation 'mileage' reimbursement, for that vehicle, will not be allowed.

- j. Expenses not allowed for reimbursement include the cost of alcoholic beverages, incidental expenses, laundry, valet service, entertainment or any non-project related items. All tips must be included within the maximum state rate allowances.

**8.02 Compensation for Reimbursable Expenses:** The Services Provider 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 Services Provider's services and duties under this Agreement or in the interest of any particular project. No mark-up will be allowed on Reimbursable Expenses by Services Provider or consultants.

**8.03 Proposal Costs Not Recoverable:** Services Provider is solely responsible for any expenses or costs, including expenditures of time, incurred by the Services Provider 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:** Services Provider 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. Services Provider'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 Services Provider not to provide services or submit invoices that exceed the allowable fee amount established for any specific project in the Services Provider Work Order issued by the Owner. Services provided, and/or expenses incurred that exceed the established fee amount for any specific project without Owner's written consent will be at Services Provider'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.

9.03.1 The Owner's Designated Representative shall determine acceptance of either mailed or electronically-submitted invoices. The payment due date is when the invoice can be viewed by an employee on the first business day following the submittal, if the agency receives the invoice after normal business hour.

9.04 **Invoice Submittal:** Invoices shall be submitted to  
Viki Lewis, Contract Specialist  
The University of Texas at Arlington  
Office of Facilities Management  
1225 West Mitchell Street, Suite 205  
Arlington, TX 76019  
vlewis@uta.edu

or to the alternate address specified on the Services Provider Work Order. Invoices shall be sent to the attention of the individual specified on the Services Provider Work Order.

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

- a. Services Provider 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 Services Provider's invoices exceed the allowable fee amount established for any specific project;
- d. Services Provider 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 Services Provider;
- e. Services Provider 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 Services Provider's obligations or liabilities with respect to such services.

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

## ARTICLE 10 SERVICES PROVIDER'S ACCOUNTING RECORDS

Services Provider 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 Services Provider'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 Services Provider are instruments of service and shall remain the property of the Services Provider. The Owner shall be permitted to retain copies, including reproducible copies, of all documents prepared by the Services Provider 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, regardless of the Services Provider's involvement. The Services Provider and its consultants shall not be liable for any re-use of or changes made by the Owner to the Drawings or Specifications (including Drawings or Specifications provided in CADD or other electronic format) or for claims or actions arising from any such re-use or changes on projects in which the Services Provider is not involved..

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 Services Provider'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 Services Provider's recovery for termination shall be strictly limited to the compensation allowable under section 12.03.

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 Services Provider.

12.03 **Compensation:** In the event of termination not the fault of the Services Provider, the Services Provider shall be entitled to compensation for all services satisfactorily performed to the termination date, together with approved Reimbursable Expenses then due, provided Services Provider delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Services Provider 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 Services Provider to resolve any claim for breach of contract made by Project Services Provider that is not resolved in the ordinary course of business between Project Services Provider 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 Services Provider 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 Services Provider, in whole or in part. Owner and Project Services Provider 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 The University of Texas at Arlington, Vice President of Administration and Economic Development as its representative for the purpose of reviewing Services Provider's claim(s) and negotiating with Services Provider in an effort to resolve such claim(s).

## ARTICLE 14 INSURANCE

**14.01 Insurance Coverage.** Services Provider, consistent with its status as an independent contractor, will carry and will cause its consultants to also carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the *Texas Insurance Code*, having an A.M. Best Rating of A-:VII or better, and in amounts not less than the minimum limits of coverage described below. The costs of such insurance will be at the expense of the Services Provider.

- a) Professional Liability Insurance (errors and omissions), acceptable to and approved by the Owner, with a limit of no less than:
  - \$1,000,000 each claim/\$2,000,000 aggregate for projects with total project cost less than \$50,000,000;
  - \$2,000,000 each claim/\$2,000,000 aggregate for projects with total project costs between \$50,000,000 and \$100,000,000;
  - \$5,000,000 each claim/\$5,000,000 aggregate for projects with total project cost greater than \$100,000,000.For consultants, Professional Liability Insurance (errors and omissions) limits shall be not less than \$1,000,000 each claim/\$2,000,000 aggregate.

Such insurance shall provide coverage for claims arising out of an error, omission or negligent act in the performance of professional services by or on behalf of Services Provider. Coverage shall not be limited to bodily injury and property damage, but shall also include economic loss. Policy shall not include pollution, mold or asbestos exclusions. Claims-made coverage is acceptable, as long as the retroactive date on the policy predates the date that professional services are first performed under this contract. The policy must provide for the reporting of circumstances that may give rise to a claim. The policy must be continuously renewed for at least five (5) years following project completion. If coverage is allowed to lapse or the retroactive date on the policy is advanced, then Services Provider or consultant shall purchase an extended reporting period of five (5) years, or the longest extended reporting period commercially available and any physical property damage, including the loss of use thereof, bodily injury or death resulting there from.

- b) 

<u>Commercial General Liability</u>	<u>\$1,000,000 each occurrence</u>
	<u>\$2,000,000 aggregate</u>

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

c) On Site Insurance: If any services are performed on Owner's premises, Services Provider will carry and will cause its consultants also to carry the following additional insurance. The Services Provider shall furnish to Owner Certificates of Insurance as set forth below prior to the performance of any work hereunder and shall maintain such coverage during the full term of the Agreement.

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit
Business Auto Liability	
Single Limit	\$1,000,000 each occurrence
* If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.	

14.01.01 Evidence of all required insurance shall be provided on a Texas Department of Insurance approved certificate form (Acord Form is a Texas Department of Insurance pre-approved form) verifying the existence of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Services Provider under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate verifying the continued existence of all required insurance no later than 30 days after each annual insurance policy renewal. All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents of The University of Texas System, The University of Texas System and University as Additional Insured for activities arising out of this contract on an ISO (CG 20 10 0704) or equivalent form. Workers compensation insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The University of Texas System, The University of Texas System and University. Commercial General Liability and Business Auto Liability insurance policies will be endorsed to provide primary and non-contributory coverage.

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

14.01.03 Services Provider is responsible for any self-insured retentions, or deductibles that apply to any policy limit required herein.

14.01.04 Certificates of Insurance. Approved Texas Department of Insurance certificates will be mailed, faxed, or emailed to the following University contact.

University Procurement Contact: (Project Manager and Contract Specialist)

Address:

Email Address:

Services Provider is responsible for obtaining and maintaining evidence of all required insurance from consultants and will provide copies to University upon request.

14.01.05 The insurance policies required in this Agreement will be kept in force for the periods specified below:

Required coverages will be kept in force until receipt of Final Payment to Services Provider by University;

Workers' Compensation Insurance and Employer's Liability insurance will be kept in force until the Work has been fully performed and accepted by University in writing.

Professional Liability insurance shall be maintained in accordance with Section 14.01 a).

14.01.06 If Owner is damaged by failure of Services Provider (or consultant) to maintain insurance as required herein, then Services Provider shall bear all reasonable costs properly attributable to that failure.

## ARTICLE 15 INDEMNITY

15.01 **Indemnification.** Services Provider covenants and agrees to indemnify and hold harmless Owner and the elected and appointed officials, employees, officers, directors, volunteers, and representatives of Owner (collectively "Indemnitees"), from and against liability for all damage to the extent caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Services Provider, or its agents, consultants under contract, or another entity over which the Services Provider exercises control.

15.02 The indemnity provided for in this paragraph does not apply to the extent of any liability resulting from the negligence or fault, the breach or violation of applicable law, or the breach of contract of the Indemnitees or their agents or employees, or any third party under their control or supervision other than the Services Provider or its agents, employees, subcontractors or consultants of any tier.

15.03 IN THE EVENT SERVICES PROVIDER AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW.

15.04 The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which Indemnitee has, by law or equity.

#### ARTICLE 16 HISTORICALLY UNDERUTILIZED BUSINESSES

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

16.02 Services Provider, as a material provision of the Agreement, must comply with the requirements of the Policy and adhere to any HUB Subcontracting Plan submitted with Services Provider's Proposal. No changes to the HUB Subcontracting Plan can be made by the Services Provider 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. Services Provider shall coordinate its services solely through the designated representative.

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

17.03 **Confidentiality:** The Services Provider 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 Services Provider, 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 Services Provider, and Services Provider'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 Services Provider agrees not to subcontract any part of the work without the prior written consent of Owner. If subcontracting is permitted, the Services Provider 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 Services Provider and Owner may terminate this Agreement without further duty or obligation hereunder. Services Provider 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 Services Provider 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 Services Provider 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*, Services Provider agrees that any payments owing to Services Provider 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. Services Provider shall avail itself of all tax exemptions applicable to Services Provider’s work or expenses.

17.12 **Not Used.**

17.13 **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.

17.14 **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.

17.15 **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.

17.16 **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 (force majeure occurrence). In the event of a force majeure occurrence, Services Provider agrees to use its best efforts to mitigate the impact of the occurrence so that the Owner may continue operations during the occurrence.

**17.17 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. Travis County is a proper venue for any legal action to enforce this Agreement.

**17.18 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.

**17.19 Ethics Matters; No Financial Interest:** Service Provider and its employees, agents, representatives and consultants have read and understand University's Conflicts of Interest Policy available at: <https://policy.uta.edu/doctract/documentportal/08D88B196DD1A0C4EF5E7A7CBACBFC1F> University's Standards of Conduct Guide available at: <https://cdn.web.uta.edu/-/media/project/website/campus-ops/compliance-services/pdf/standards-of-conduct-guide-may-2021.ashx?revision=0e93e4ab-7130-4fc7-8bc8-8e47f795530a> and applicable state ethics laws and rules available at: [www.utsystem.edu/ogc/ethics](http://www.utsystem.edu/ogc/ethics).

Neither Services Provider nor its employees, agents, representatives or consultants 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. Services Provider represents and warrants that no member of the Board of Regents of The University of Texas System, or Executive Officers, including component institutions has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

**17.20 Products and Materials Produced in Texas:** If Services Provider will provide services under this Agreement, Service Provider covenants and agrees that in accordance with Section 2155.4441, Texas Government Code, in performing its duties and obligations under this Agreement, Services Provider shall purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

**17.21 Authority to Act:** If Service Provider is a corporation or a limited liability company, Service Provider warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Services Provider has been duly authorized to act for and bind Service Provider.

**17.22 Disclosure of Interested Parties.** By signature hereon, Services Provider certifies that if the value of this Agreement exceeds \$1 Million it has complied with Section 2252.908 of the Texas Government Code and 1 Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (TEC) and has provided the Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the Project. See attached exhibit for instructions.

17.23 **Services Provider Certification regarding Boycotting Israel.** To the extent required by Chapter 2270, *Texas Government Code*, Services Provider certifies that it (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Services Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

17.24 **Services Provider Certification regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Services Provider certifies it (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Services Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

17.25 **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 Services Provider.

17.25.1 If the Owner and the Internal Revenue Service (IRS) determine that the Project Services Provider is eligible to receive the 179D deduction allocation as a “Designer” for the purposes of Section 179D of the Code or that Project Services Provider could otherwise profit financially from the monetization of the benefit (separately and collectively, the “Rebate”), Project Services Provider 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 Services Provider. At its sole discretion, the Owner shall determine whether to receive its portion of the Rebate in cash, discounted Project Services Provider fees or both.

17.25.2 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).

17.25.3 Project Services Provider 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.

17.26 **Confidentiality and Safeguarding of Owner Records; Press Releases; Public Information.** Under this Agreement, Services Provider may (1) create, (2) receive from or on behalf of Owner, or (3) have access to, Owner records or record systems (collectively, “Owner Records”). Services Provider agrees that it will: (1) hold all Owner Records in strict confidence and will not use or disclose Owner Records except as (a) permitted or required by the Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by Owner in writing; (2) safeguard Owner Records according to reasonable administrative, physical and technical standards that are no less rigorous than the standards by which Contractor protects its own confidential information; and (3) comply with the Owner's rules, policies, and procedures regarding access to and use of Owner's computer systems. At the request of Owner, Contractor agrees to provide a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of Owner Records.

17.26.1 Notice of Impermissible Use. If an impermissible use or disclosure of any Owner Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor's discovery of that use or disclosure. Contractor will



promptly provide Owner with all information requested by University regarding the impermissible use or disclosure.

- 17.26.2 Return of University Records. Contractor agrees that within thirty (30) days after the expiration or termination of the Contract, for any reason, all Owner Records created or received from or on behalf of University will be (1) returned to Owner, with no copies retained by Contractor; or (2) if return is not feasible, destroyed following twenty (20) days written notice to the Owner. Contractor will confirm in writing the destruction of any Owner Records.
- 17.26.3 Disclosure. If Contractor discloses any Owner Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.
- 17.26.4 Press Releases. Except as required by the Contract, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of Owner in connection with the Project or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of Owner.
- 17.26.5 Public Information. Owner strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* (“TPIA”), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to Owner, Contractor will make any information created or exchanged with Owner pursuant to this Contract that is not otherwise exempt from disclosure under TPIA available in a format reasonably requested by Owner that is accessible by the public.

**17.27 Contractor Verification Regarding Discrimination Against Firearm Entities or Trade Associations.** Pursuant to Chapter 2274, Texas Government Code (enacted by SB 19, 87th Texas Legislature, Regular Session (2021)), Contractor verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. [Note: This provision does not apply to: (1) contracts below \$100,000; (2) contracts with a sole-source provider; and (3) contracts with a non-profit entity, sole proprietorship, or a for-profit entity that has less than 10 full time employees. This provision should not be included in a contract if the University did not receive any bids from a company that is able to provide the written verification required above.

## 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 Services Provider or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

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

(a) If to Owner: Troy Yoder  
Director of Institutional Construction  
The University of Texas at Arlington  
Office of Facilities Management  
1225 West Mitchell Street, Suite 205  
Arlington, TX 76019  
yoder@uta.edu

(b) If to Services Provider:

IN WITNESS WHEREOF, Owner and Services Provider have executed and delivered this Agreement effective as of the date identified above.

WITNESS:

SERVICES PROVIDER:

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

The Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.

The Texas Board of Professional Engineers, 1917 IH 35 South, Austin, Texas 78741, telephone (512) 440-7723, has jurisdiction over individuals licensed to practice engineering in Texas.

THE UNIVERSITY OF TEXAS AT ARLINGTON

By: \_\_\_\_\_

Name: John D. Hall

Title: Vice President for Administration and  
Economic Development

Date: \_\_\_\_\_

EXHIBITS

Exhibit A Services Provider's Scope of Work and Schedule of Billing Rates  
Exhibit N Disclosure of Interested Parties requirements and FORM 1295

**EXHIBIT A**

**Services Provider's Scope of Work and Schedule of Billing Rates**

## EXHIBIT N

### INSTRUCTIONS TO THE SERVICES PROVIDER FOR THE EXECUTION OF THE CERTIFICATE OF INTERESTED PARTIES FORM 1295

#### (VENDOR DISCLOSURE INFORMATION HB1295)

Effective January 1, 2016, UT Systems must comply with the “Disclosure of Interested Parties” requirements mandated by HB 1295, as implemented by the Texas Ethics Commission. Vendors may be unaware of these requirements and successful implementation may require education by reviewing the requirements and processes fully described on the **Texas Ethics Commission website**.

#### **Disclosure Requirements**

- Before UT System may execute certain contracts, the Business Entity (“Vendor” or in this case “Services Provider”) with which UT System is contracting must submit FORM 1295 (copy attached) to the UT System *at the same time the Vendor submits the signed contract to the institution for counter-signature of the contract*. “Business Entity” is defined as an entity (other than a governmental entity or state agency) through which business is conducted, regardless of whether the entity is for-profit or nonprofit.
- This requirement applies to contracts (including contract renewals and extensions)].

#### **Automated Disclosure Process**

The Texas Ethics Commission will provide an automated electronic disclosure process that both the Vendor and UT System will use to comply with the disclosure requirements. Access to the electronic disclosure process will be posted at <https://www.ethics.state.tx.us/tec/1295-Info.htm> and which currently contains a link to FORM 1295.

#### **Disclosure Procedure**

- Step 1: Vendor completes FORM 1295 in electronic format on the Texas Ethics Commission website.
- Step 2: Upon receipt of a completed disclosure, Texas Ethics Commission issues a Certification of Filing to the Vendor, and the Vendor downloads, signs and notarizes FORM 1295.
- Step 3: Vendor submits, along with the fully executed contracts, the signed and notarized FORM 1295, along with the Certification of Filing, to the OCP contracting department.
- Step 4: *Not later than the 30<sup>th</sup> day after the date the contract has been signed by all parties*, OCP will notify the Texas Ethics Commission (*in electronic format*) of the receipt of (1) FORM 1295, and (2) the Certification of Filing.
- Step 5: *Not later than the 7<sup>th</sup> business day after receipt of the above notice*, Texas Ethics Commission makes the disclosure available to the public by posting the disclosure on its website.

**Contents of the “CERTIFICATE OF INTERESTED PARTIES” Disclosure Form and Where to Find the Correct Information on the Contract For its Completion;**

FORM 1295 requires Vendors to provide the following information:

1. Name of Business Entity; *Use your **firm name exactly as shown** on the cover page of the Agreement. Deviations will invalidate the Form 1295.*
2. Address of Business Entity place of business; *Your firm’s address should be the **exact same address** shown on the cover page of the Agreement.*
3. Name of governmental entity would be the exact same name shown on the cover page of the Agreement for the Owner, *typically that would be “The Board of Regents of The University of Texas System”.*
4. Identification number used by the governmental agency to track or to identify the contract; *this information is all shown on the cover page of the agreement. State 1) the Project Number, 2) the Name of the Project exactly as shown and 3) the Contract Number*
5. Description of goods or services provided under the contract; *State “Design Services for Owner’s Facilities” for AE contracts.*
6. Name, address and nature of interested parties (Controlling Interest and/or Intermediary); *This is the vendors information to be provided regarding business interest – read the guidelines on the website for more specific information which you must provide.*
7. If none, a representation that there are no Interested Parties; *The vendor will check this box if applicable to their firm.*
8. Signature of authorized representative of Business Entity; and
9. Acknowledgement by a Notary Public.

The following definitions may be helpful regarding the AE’s responsibility for proper completion of FORM 1295;

**Definitions:**

“**Business Entity**” means an entity (*other than a governmental entity or state agency*) through which business is conducted with UT System, *regardless of whether the entity is a for-profit or nonprofit entity.*

“**Certificate of Filing**” means the disclosure acknowledgement issued by the Texas Ethics Commission to the filing Business Entity.

“**Controlling Interest**” means (1) an ownership interest or participating interest in a Business Entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a Business Entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a Business Entity that has more than four officers.

“**Interested Party**” means (1) a person who has a Controlling Interest in a Business Entity with whom a UT System contracts; or (2) a person who actively participates in facilitating the contract or negotiating the terms of the contract with the UT System, including a broker, intermediary, adviser, or attorney for the Business Entity.

“**Intermediary**” means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the Business Entity who:

- (1) Receives compensation from the Business Entity for the person’s participation;
- (2) Communicates directly with the UT System on behalf of the Business Entity regarding the contract; and
- (3) Is not an employee of the Business Entity.

### **Helpful Links**

[Section 2252.908, Government Code](#) (“*Disclosure of Interested Parties*” Statute)

[1 Texas Administration Code Sections 46.1 through 46.3](#) (“*Disclosure of Interested Parties*” Regulations)

[Rule 10501, Sections 3.1.1 and 3.1.2 of the Board of Regents Rules and Regulations](#)

[Texas Ethics Commission “Disclosure of Interested Parties” Web Page](#)

[Form 1295, Certificate of Interested Parties](#)

**EXAMPLE FORM SHOWN ON NEXT PAGE.**

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**

4 Name of Interested Party	City, State, Country (place of)	Nature of Interest (check)	
		Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

\_\_\_\_\_  
Signature of authorized agent of contracting business entity

**ADD ADDITIONAL PAGES AS NECESSARY**



# **ATTACHMENT 2:**

## **A/E RFQ EVALUATION WORKSHEET**

**RFQ # FM2023-003 ARCHITECT / ENGINEER PROFESSIONAL SERVICES**

**RESPONDENT'S NAME:** \_\_\_\_\_

**EVALUATOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

<b>Requirements for Statement of Qualifications</b>	<b>Points</b>	<b>Score</b>
<b>3.1 Respondent's Statement of Qualifications and interest in providing "As Needed" services (indefinite duration/indefinite quantity contract)</b>	<b>4</b>	
<b>3.2 Prime Firm's Ability to Provide Services</b>	<b>25</b>	
<b>3.3 Project Team's Ability to Provide Design &amp; Construction Administration Services</b>	<b>20</b>	
<b>3.4 Past Performance on Past Representative Projects</b>	<b>15</b>	
<b>3.5 Past Performance on UT-Arlington or UT-System Projects</b>	<b>5</b>	
<b>3.6 Respondent's General Understanding of UT-Arlington A/E Agreement</b>	<b>5</b>	
<b>3.7 Respondent's Compliance with Campus Master Plan</b>	<b>1</b>	
<b>3.8 Respondent's Knowledge of Best Practices</b>	<b>15</b>	
<b>3.9 Respondent's Ability to Identify and Resolve Problems on Past Projects</b>	<b>10</b>	

**TOTAL SCORE:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_