

REQUEST FOR QUALIFICATIONS

by

The University of Texas at El Paso

for

**Selection of a Vendor to Provide a
University Master Plan**

related to

**Campus Planning
and Development Services**

RFQ No. 724-0909

Submittal Deadline: September 3, 2009

Issued: August 4, 2009

REQUEST FOR QUALIFICATIONS

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SECTION 1

INTRODUCTION

1.1 Description of University

The University of Texas at El Paso's (University) fundamental mission is to provide quality higher education to the citizens of El Paso, West Texas, and Northern Mexico. As an academic institution of the University of Texas System, the University is mandated to be an institution of first class for the education of all qualified individuals who seek admission. The faculty and administration are committed to the transmission of knowledge through instruction of students, the advancement of knowledge through research and publication, and the application of knowledge through service. The University provides high-quality programs of study leading to Bachelor's, Master's and Doctoral degrees to a diverse population. The University is becoming increasingly known for the quality of faculty research and is committed to augmenting support for their efforts. In the area of service, the University offers diverse programs for young people; continuing education; extensive programs in art, music and drama; lectures, and numerous other services. The University of Texas at El Paso has an enrollment of approximately 20,154 students in 81 degree-granting programs at the undergraduate level, 72 master's degree programs, and 17 doctoral programs. There are approximately 2,668 people employed by the University. The majority of the students commute to campus, with less than 1.5 percent of students residing in dormitories. The University is comprised of 84 buildings on a 360-acre campus and it is located in the foothills of the Franklin Mountains north of the El Paso central business district on the West side of the city. Most of the campus is contiguous. One off-campus location is the College of Health Sciences located at the Campbell Street Building approximately one and one-half miles from the main campus, near Downtown El Paso. There is the possibility that other facilities that are physically separate from the main campus will exist in the future.

1.2 Background and Special Circumstances

University is soliciting statements of qualifications ("Qualifications") from professional firms ("Respondents") to assess and refine a University Master Plan for the development and planning of the campus. This plan will be a full revision of the 2002 Campus Master Plan and will incorporate recent strategic planning studies on parking, transportation, recreation, research facilities, and the surrounding community.

1.3 Objective of this Request for Qualifications

University is soliciting **Professionals** to submit qualifications in response to this Request for Qualifications (RFQ) for Selection of a Professional to Provide **Professional Services** related to RFQ No. 724-0909 to provide Campus Master Planning and Development services (the "**Services**"). The Services, which are more specifically described in **Section 5.4** (Scope of Work) of this RFQ, include the full revision of the 2002 Campus Master Plan and will incorporate recent strategic planning studies on parking, transportation, recreation, research facilities, and the surrounding community.

SECTION 2**NOTICE TO PROFESSIONAL****2.1 Submittal Deadline**

University will accept proposals submitted in response to this RFQ until 2:00 p.m., MDST on September 3, 2009 (the "**Submittal Deadline**").

2.2 University Contact Person

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

Samuel Garcia, Assistant Director
The University of Texas at El Paso
Purchasing and General Services
500 W. University Ave.
Kelly Hall, 3rd Floor
El Paso, TX 79968
Voice: (915) 747-5577
Fax: (915) 747-5932
sgarcia26@utep.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFQ to written communications forwarded to University Contact. University Contact must receive all questions or concerns no later than August 17, 2009. University will have a reasonable amount of time to respond to questions or concerns. It is University's intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

The successful Professional ("**successful Professional**") will be Professional that submits a proposal in response to this RFQ on or before the Submittal Deadline, is selected by University in accordance with the requirements and specifications set forth in this RFQ as the most highly qualified to perform the Services, and with whom University is able to negotiate the Agreement (ref. **Section 1.4 of Appendix One** to this RFQ) at a fair and reasonable price.

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

The criteria to be considered by University in evaluating qualifications and selecting the most highly qualified Professional will be demonstrated competence and qualifications to perform the Services for a fair and reasonable price.

2.4 Key Events Schedule

Issuance of RFQ	August 4, 2009
Pre-Proposal Conference (ref. Section 2.6 of this RFQ)	1:30 p.m. MDST August 20, 2009
Deadline for Questions and Concerns (ref. Section 2.2 of this RFQ)	3:00 p.m. MDST August 27, 2009
Submittal Deadline (ref. Section 2.1 of this RFQ)	2:00 p.m. MDST September 3, 2009

Professional Interview/Presentation

Responding firms may be requested to participate in a formal interview and/or presentation at the University of Texas at El Paso. It is anticipated that presentations (if necessary) would be scheduled during the week of September 7-11, 2009. The University reserves the right to record all presentations.

Execute Agreement

Week of September 24, 2009

Professional receiving an award from the University will be expected to agree to a Contract in form and substance satisfactory to the University and its legal counsel.

2.5 Historically Underutilized Businesses

- 2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “HUB”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFQ, Professional subcontracts any of the Services, then Professional must make a good faith effort to utilize HUBs certified by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, “TPSS”). Submissions of qualification that fail to comply with the requirements contained in Sections 2.5.2 and 2.5.3 below will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFQ. Professional acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFQ. Furthermore, any subcontracting of the Services by Professional is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFQ in accordance with Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFQ.

Accordingly, a HUB Subcontracting Plan (“HSP”) is required as part of Professional’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

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

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

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

- 2.5.2.1.1 A letter of transmittal stating that Professional has read and understands the Policy on Utilization of Historically Underutilized Businesses; and
- 2.5.2.1.2 The HSP, as set forth on **pages 10 and 11 of Appendix Three**, related to Policy on Utilization of Historically Underutilized Businesses for Vendor/Commodities.

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

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

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

2.5.3 Professional must provide the one (1) original of the HSP to University at the same time it provides its proposal to University (ref. **Section 3.2** of this RFQ.) The HSP must be provided under separate cover and in a separate envelope (the "HSP Envelope"). Professional must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

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

2.5.3.2 The name and the return address of Professional, and

2.5.3.3 The phrase "HUB Subcontracting Plan."

Any proposal provided in response to this RFQ that is not accompanied by a separate HSP Envelope meeting the requirements set forth in this **Section 2.5** will be rejected by University and returned to Professional unopened as that submission will be considered non-responsive due to material failure to comply with advertised specifications. University will open Professional's HSP Envelope prior to opening the proposal provided by Professional to ensure that Professional has provided the number of completed and signed originals of Professional's HUB Subcontracting Plan ("HSP") that are required by this RFQ. Professional's failure to provide the number of completed and signed originals of the HSP that are required by this RFQ will result in University's rejection of Professional's proposal as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to Professional unopened. (ref. **Section 1.5 of Appendix One** to this RFQ.)

2.6 Pre-Submission Conference

University will hold a pre-submission conference at 1:30 p.m., MDST on August 20, 2009, in Facilities Services Classroom in the Physical Plant Building on Sun Bowl Drive (ref. **APPENDIX FOUR Campus Map - Building 62 A**). The pre-submission conference will allow all Professionals an opportunity to ask University's representatives relevant questions and clarify provisions of this RFQ.

SECTION 3

SUBMISSIONS OF QUALIFICATION

3.1 Number of Copies

Professional must provide One (1) original (hard copy) and five (5) copies (hard copy) of its entire proposal, and one (1) readable CD-Rom format [labeled RFP # 724-0909 – University Master Plan Services]. University requests the format to be in MS Office application suite (Word, Excel, Access), or Adobe PDF format. An *original* signature by an authorized officer of Professional must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the proposal. The copy of Professional's proposal that bears an original signature should contain the mark "original" on the front cover of the submission.

3.2 Submission

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

Samuel Garcia, Assistant Director
The University of Texas at El Paso
Purchasing and General Services
500 W. University Ave.
Kelly Hall, 3rd Floor
El Paso, TX 79968

3.3 Submission Validity Period

Each proposal must state that it will remain valid for University's acceptance for a minimum of one hundred twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.4 Terms and Conditions

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

- 3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFQ);
- 3.4.1.2. Agreement (ref. **APPENDIX TWO**);
- 3.4.1.3. Submission Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4. Notice to Professionals (ref. **Section 2** of this RFQ).

3.5 Submittal Checklist

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

- 3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.2 Signed and Completed Delivery Schedule (ref. **Section 6** of this RFQ)
- 3.5.3 Responses to Professional's General Questionnaire (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.4 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)
- 3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFQ)
- 3.5.6 Signed and completed originals of the HUB Subcontracting Plan (ref. **Section 2.5** of this RFQ and **APPENDIX THREE**).

SECTION 4

GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any contract or agreement that results from this RFQ.

SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

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

5.2 Minimum Requirements

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

Strategic Campus Master Planning

This work will be a holistic revision to the existing 2002 Master Plan with specific focus on the inclusion of parking garages and the campus loop road, recreational facilities, research facilities, and neighborhood projects. In addition, the following shall be addressed:

- Site Development
- Real Estate Acquisitions
- Utilities and Infrastructure
- Transportation
- Vehicles, Parking, and Pedestrians
- Open Space and Landscape Development
- Building Development
- Implementation Plan
- Resource maximization for future growth and effective resource management
- Inclusion of neighborhood, community and regional ideologies
- Maximization of University research opportunities

Describe your detailed action plan for program implementation, assuming notification of contract award by September 2009. Assume an October 1, 2009 effective date. The action plan should describe each key action steps, the person (or organization) responsible, and start/stop dates. The final deliverable shall include a bound document and electronic, interactive document that will link to all the available information in an easily accessible way. The electronic document must be a state-of-the-art planning document that is formatted to be user friendly with the ability to integrate future plans by adding additional links and files.

Proposed timeline:

Goal Setting Meeting	October 2009
Data Collection and Preliminary Analysis	Fall 2009
Review of Alternative Concepts	Spring 2010
Evaluate and Select Plans	Spring 2010
Finalize Preferred Plan	Spring 2010
Deliver Final Document	Spring 2010

5.3 Additional Questions Specific to this RFQ

Professional must provide the following information as part of Professional's proposal:

5.3.1 PART ONE: STATEMENT OF INTEREST

- 5.3.1.1 Provide a statement about the availability and commitment of the prime firm and its principal(s) and key professionals to undertake the project.

5.3.2 PART TWO: PROJECT TEAM

- 5.3.2.1 Provide an organizational chart showing the roles of the prime firm and each consultant firm or individual.
- 5.3.2.2 Provide resumes giving the experience and expertise of the principals and key professional members for the prime firm that will be involved in the project, including their experience with similar projects and the number of years with the prime firm.
- 5.3.2.3 For each consultant firm or individual that the prime firm proposes:
 - 5.3.2.3.1 Describe the consultant's proposed role in the project and its related project experience
 - 5.3.2.3.2 Provide a statement of the consultant's availability for the project
 - 5.3.2.3.3 Provide resumes giving the experience and expertise of principals and key professional members for

5.3.3 PART THREE: REPRESENTATIVE PROJECTS

- 5.3.3.1 List a minimum of three Master Plan Projects that the prime firm provided or is providing professional services, which are most related to this project.
- 5.3.3.2 List the Master Plans in priority order with the most related project listed first.
- 5.3.3.3 Provide the following information for each project listed:
 - 5.3.3.3.1 Project name and location
 - 5.3.3.3.2 Project Owner, contact information
 - 5.3.3.3.3 Description of prime firm's contracted responsibility for the project (prime professional, joint venture, or consultant)
 - 5.3.3.3.4 Description of professional services prime firm provided for the project
 - 5.3.3.3.5 Project manager (individual responsible to the client for the overall success of the project), contact information
 - 5.3.3.3.6 Project architect (individual responsible for coordinating the day to day work), contact information
 - 5.3.3.3.7 Project designer (individual responsible for design concepts), contact information
 - 5.3.3.3.8 Names of firms and their areas of expertise
 - 5.3.3.3.9 Description of how this project is similar and why the services provided are relevant to this project.

5.3.4 PART FOUR: COMPANY HISTORY

- 5.3.4.1 Provide a brief history of your firm and its experience in providing Professional and advisory services related to Master Plans.
- 5.3.4.2 Describe those aspects of your firm and its proposed Services that you firm believe will differentiate its proposal from other competing firms.

5.3.5 PART FIVE: ADDITIONAL INFORMATION

- 5.3.5.1 Provide any additional information that the prime firm believes may better describe its qualifications and/or be of benefit to the University.

5.4 Scope of Work

Successful Professional will provide the following services to University:

University will provide past plans and surveys to responsive, responsible contractor to result in master plan that reflects current status of campus facilities, projects already begun and recommendations for future projects.

- Describe how your firm plans to provide Professional advisory services related to the RFQ.
- Provide a plan of operation to achieve the objectives set forth in the RFQ.
- Describe how the firm plans to work with the University to provide the services.
- Provide a final deliverable description that includes a bound, print document and a state-of-the-art, interactive document (possibly HTML or PDF-based) that will link to the maps and drawings as well as the textual content in an easily accessible way and provide the ability to integrate future campus plans.

Of specific importance to this RFQ are studies that have been completed on the future development of the campus. Narrative overview of prior studies conducted:

- 5.4.1 In the first study, the University developed a strategic plan for parking and transportation initiatives on campus with the overall University goal of closing the main campus to traffic and developing a loop road system around the main campus. The study reviewed the potential for closing the main campus and identified future parking needs and the potential areas for the development of future parking garages.
- 5.4.2 The second study provided insight into transportation issues on University campuses and provided a strategic plan for the development of a campus loop road in conjunction with State of Texas and City of El Paso needs.
- 5.4.3 The third study of importance to this RFQ is the planning for Campus Recreational Facilities. This study was used to identify potential needs and sites for the future development of recreational facilities on campus. Although this study was used to determine the site for the new Swimming and Fitness Center, the site plans were not closely followed, and the information should be reviewed for inclusion of future projects as identified in the study.
- 5.4.4 The fourth study of importance should incorporate the 2007 Science and Engineering Neighborhood Master Plan for the development of an institutional culture that better integrates research and academic programs. This strategic study was developed to improve the University's capability to effectively apply for and succeed in securing external funding for research and sponsored projects and to enhance capacity in the area of technology transfers and commercialization.
- 5.4.5 The resulting master plan should incorporate recommendations from the 2005 Centennial Commission Report from the Neighborhood Committee. This Committee was established to review land use, transportation issues, and

economic development of the areas surrounding the campus. The zones that are most directly affected by University include Sunset Heights, Rim, Rio Grande, Kern, and Mission Hills. The Committee provided a number of business-related, recreation and/or quality of life-related and neighborhood-related recommendations that should be further developed in the Master Plan to create a positive interaction between University and the community.

5.4.6 Revised master plan should:

- Clarify, conform or adjust institutional goals, objectives and priorities as they relate to existing or desired resources.
- Define the physical resources required to sustain or advance the institutions mission, goals, objectives and priorities.
- Describe and sequence physical improvements in general terms to create a sense of purpose, size and cost of future growth.
- To identify opportunities and possible initiatives that move beyond existing challenges and fit into a more unified plan for University growth.
- To provide a resource document for those inside and outside (donors, foundations, other governmental agencies, and accreditation sources) the University showing the direction, opportunity and plan for growth.
- Articulate an overall campus plan concept to guide future development utilizing current University standards, i.e. Bhutan architecture standards, desert landscaping, etc.

SECTION 6

DELIVERY SCHEDULE

Submission of Qualification of: _____
(Professional Company Name)

To: **The University of Texas at El Paso**

Ref.: **University Master Plan for Campus Planning and
Development Services**

RFQ No.: **724-0909**

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFQ and any attachments hereto, the undersigned proposes to furnish the Services in accordance with the schedule provided below:

Delivery Schedule of Events and Time Periods

Respectfully submitted,

Professional: _____

By: _____
(Authorized Signature for Professional)

Name: _____

Title: _____

Date: _____

APPENDIX ONE
SUBMISSION REQUIREMENTS

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SECTION 1

GENERAL INFORMATION**1.1 Purpose**

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

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

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

1.2 Inquiries and Interpretations

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

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

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

1.3 Public Information

University considers all information, documentation and other materials requested to be provided in response to this RFQ to be of a non-confidential and non-proprietary nature and therefore subject to public disclosure under the *Texas Public Information Act* (Government Code, Chapter 552.001, et seq.) after the award of an Agreement.

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

1.4 Type of Agreement

Successful Professional will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the "Agreement") attached to this RFQ as **APPENDIX TWO** and incorporated for all purposes.

1.5 Evaluation Process

University will select the successful Professional by using the evaluation process described in this Section. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of the successful Professional.

University will open the HSP Envelope provided by Professional prior to opening Professional's proposal in order to ensure that Professional has provided the number of completed and signed originals of Professional's HUB Subcontracting Plan ("HSP") that are required by this RFQ (ref. **Section 2.5.3 of the RFQ**.) All proposals provided by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFQ will be opened publicly to identify the name of each Professional providing a proposal. Any proposals that are not provided by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFQ will be rejected by University as non-responsive due to material failure to comply with advertised specifications.

After the opening of the proposals and upon completion of the initial review and evaluation of the submissions, University may invite one or more selected Professionals to participate in oral presentations. University will identify Professional that is most highly qualified on the basis of demonstrated competence and qualifications.

Once the successful Professional has been selected, University will attempt to negotiate the Agreement with the most highly qualified Professional at a fair and reasonable price. If the Agreement cannot be negotiated with the most highly qualified Professional, University shall formally end negotiations with that Professional; select the next most highly qualified Professional; and attempt to negotiate the Agreement with that Professional at a fair and reasonable price.

University shall continue this process until the Agreement is successfully negotiated with the successful Professional.

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

1.6 Professional's Acceptance of Evaluation Methodology

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

1.7 Solicitation for Submission of Qualification and Preparation Costs

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

1.8 Submission of Qualification Requirements and General Instructions

- 1.8.1 Professional should carefully read the information contained in this RFQ and provide a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Submissions of qualification and any other information provided by Professional in response to this RFQ will become the property of University.
- 1.8.3 University will not provide compensation to Professional for any expenses incurred by Professional for proposal preparation or for demonstrations or oral presentations that may be made by Professional, unless otherwise expressly agreed in writing. Professional provides its proposal at its own risk and expense.
- 1.8.4 Submissions of qualification that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFQ in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Submissions of qualification should be prepared simply and economically, providing a straightforward, concise description of Professional's ability to meet the requirements and specifications of this RFQ. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFQ.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFQ. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFQ or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Professional concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Professional within its proposal will be binding on Professional.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFQ may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

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

1.9.2 Execution of Offer

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

1.9.3 Delivery Schedule

Professional must complete and return the Delivery Schedule (ref. **Section 6** of this RFQ), as part of its proposal.

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

1.9.4 Professional's General Questionnaire

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

1.9.5 Addenda Checklist

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

1.9.6 Submission

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

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

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

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

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

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

1.9.7 Page Size, Binders, and Dividers

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

1.9.8 Table of Contents

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

1.9.9 Pagination

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

SECTION 2

EXECUTION OF OFFER

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

- 2.1 By signature hereon, Professional represents and warrants the following:
- 2.1.1 Professional acknowledges and agrees that (1) this RFQ is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Professional in response to this RFQ will not create a contract between University and Professional; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFQ; and (4) Professional will bear, as its sole risk and responsibility, any cost arising from Professional's preparation of a response to this RFQ.
 - 2.1.2 Professional is a reputable company that is lawfully and regularly engaged in providing the Services.
 - 2.1.3 Professional has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - 2.1.4 Professional is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.
 - 2.1.5 Professional understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Agreement under which Professional will be required to operate.
 - 2.1.6 If selected by University, Professional will not delegate any of its duties or responsibilities under this RFQ or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
 - 2.1.7 If selected by University, Professional will maintain any insurance coverage as required by the Agreement during the term thereof.
 - 2.1.8 All statements, information and representations prepared and provided in response to this RFQ are current, complete, true and accurate. Professional acknowledges that University will rely on such statements, information and representations in selecting the successful Professional. If selected by University, Professional will notify University immediately of any material change in any matters with regard to which Professional has made a statement or representation or provided information.
 - 2.1.9 PROFESSIONAL WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, THE UNIVERSITY OF TEXAS SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFQ.
 - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Professional under any contract or agreement resulting from this RFQ may be applied directly to any debt or delinquency that Professional owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
- 2.2 By signature hereon, Professional offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFQ.
- 2.3 By signature hereon, Professional affirms that it has not given or offered to give, nor does Professional intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with Professional's proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void Professional's proposal or any resulting contracts, and Professional may be removed from all proposal lists at University.
- 2.4 By signature hereon, Professional certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Professional is exempt from the payment of those taxes, or that Professional is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.

- 2.5 By signature hereon, Professional hereby certifies that neither Professional nor any firm, corporation, partnership or institution represented by Professional, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.6 By signature hereon, Professional certifies that the individual signing this document and the documents made a part of this RFQ, is authorized to sign such documents on behalf of Professional and to bind Professional under any agreements and other contractual arrangements that may result from Professional's proposal.
- 2.7 By signature hereon, Professional certifies as follows:
- "Under Section 231.006, *Family Code*, relating to child support, Professional certifies that the individual or business entity named in Professional's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFQ may be terminated if this certification is inaccurate."
- 2.8 By signature hereon, Professional certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Professional that is a sole proprietorship, the officers or directors of any Professional that is a corporation, the partners of any Professional that is a partnership, the joint ventures of any Professional that is a joint venture or the members or managers of any Professional that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Professional has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Professional's proposal or any contract resulting from this RFQ (ref. Section 669.003, *Government Code*). All disclosures by Professional in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Professional.
- 2.9 By signature hereon, Professional certifies that in accordance with Section 2155.004, *Government Code*, no compensation has been received for its participation in the preparation of the requirements or specifications for this RFQ. In addition, Professional certifies that an award of a contract to Professional will not violate Section 2155.006, *Government Code*, prohibiting University from entering into a contract that involves financial participation by a person who, during the previous five years, has been convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Pursuant to Sections 2155.004 and 2155.006, *Government Code*, Professional certifies that Professional is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if these certifications are inaccurate.
- 2.10 By signature hereon, Professional certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.11 By signature hereon, Professional represents and warrants that all products and services offered to University in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFQ.
- 2.12 Professional will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Professional.
- 2.13 **Professional should complete the following information:**
- If Professional is a Corporation, then State of Incorporation: _____
- If Professional is a Corporation then Professional's Corporate Charter Number: _____
- RFQ No.: _____

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

Submitted and Certified By:

(Professional Institution's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Professional's Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

SECTION 3

PROFESSIONAL'S GENERAL QUESTIONNAIRE

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

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

3.1 Professional Profile

3.1.1 Legal name of Professional company:

Address of principal place of business:

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

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

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

- 3.1.2 State whether Professional will provide a copy of its financial statements for the past two (2) years, if requested by University.
- 3.1.3 Professional will provide a financial rating and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Professional.
- 3.1.4 Is Professional currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Professional will explain the expected impact, both in organizational and directional terms.
- 3.1.5 Professional will provide any details of all past or pending litigation or claims filed against Professional that would affect its performance under an Agreement with University (if any).
- 3.1.6 Is Professional currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Professional will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.
- 3.1.7 Professional will provide a customer reference list of no less than three (3) organizations with which Professional currently has contracts and/or to which Professional has previously provided services (within the past five (5) years) of a type and scope similar to those required by University's RFQ. Professional will include in its customer reference list the customer's company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Professional.

- 3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Professional and any employee of University? If yes, Professional will explain.
- 3.1.9 Professional will provide the name and Social Security Number for each person having at least 25% ownership interest in Professional. This disclosure is mandatory pursuant to Section 231.006, *Family Code*, and will be used for the purpose of determining whether an owner of Professional with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the *Texas Public Information Act*, Chapter 552, *Government Code*, and other applicable law.

3.2 Approaches to Project Services

- 3.2.1 Professional will provide a statement of Professional's service approach and will describe any unique benefits to University from doing business with Professional. Professional will briefly describe its approach for each of the required services identified in **Section 5.4** Scope of Work of this RFQ.
- 3.2.2 Professional will provide an estimate of the earliest starting date for services following execution of an Agreement.
- 3.2.3 Professional will provide a work plan with key dates and milestones. The work plan should include:
 - 3.2.3.1 Identification of tasks to be performed;
 - 3.2.3.2 Time frames to perform the identified tasks;
 - 3.2.3.3 Project management methodology;
 - 3.2.3.4 Implementation strategy; and
 - 3.2.3.5 The expected time frame in which the services would be implemented.
- 3.2.4 Professional will describe the types of reports or other written documents Professional will provide (if any) and the frequency of reporting, if more frequent than required in the RFQ. Professional will include samples of reports and documents if appropriate.

3.3 General Requirements

- 3.3.1 Professional will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Professional.
- 3.3.2 Professional will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Professional plans to manage these difficulties. Professional will describe the assistance it will require from University.

3.4 Service Support

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

3.5 Quality Assurance

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

3.6 Miscellaneous

- 3.6.1 Professional will provide a list of any additional services or benefits not otherwise identified in this RFQ that Professional would propose to provide to University. Additional services or benefits must be directly related to the services solicited under this RFQ.
- 3.6.2 Professional will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Professional. Additional services or benefits must be directly related to the services solicited under this RFQ.
- 3.6.3 Does Professional have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Professional will provide a copy of the plan.

SECTION 4

ADDENDA CHECKLIST

Submission of Qualification of: _____
(Professional Company Name)

To: The University of Texas at El Paso

Ref.: University Master Plan for Campus Planning and Development Services

RFQ No.: 724-0909

Ladies and Gentlemen:

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

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

Respectfully submitted,

Professional: _____

By: _____
(Authorized Signature for Professional)

Name: _____

Title: _____

Date: _____

APPENDIX TWO

SAMPLE AGREEMENT BETWEEN THE BOARD OF REGENTS, UNIVERSITY OF TEXAS SYSTEM and PROJECT ARCHITECT for A PROJECT OF LIMITED SIZE OR SCOPE

This Agreement is made as of _____, 20__ (the "Effective Date"), by and between:

The Owner: The Board of Regents of The University of Texas System
 c/o

and

The Architect:

for

The Project:

The Owner and the Architect agree as follows:

ARTICLE 1 ARCHITECT'S SERVICES

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

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

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

Architect agrees to perform Architect's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

Architect's Services shall be reasonably accurate and free from material errors or omissions. Architect shall promptly correct any known or discovered error, omission, or other defect in the plans, drawings, specifications, or other services provided by Architect without any additional cost or expense to Owner.

Architect shall designate a representative primarily responsible for Architect's Services under this Agreement. The designated representative shall act on behalf of Architect with

respect to all phases of Architect's Services and shall be available as required for the benefit of the Project and Owner. The designated representative shall not be changed without prior approval of the Owner, which approval shall not be unreasonably withheld.

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

ARTICLE 3

THE OWNER'S RESPONSIBILITIES

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

The Owner shall furnish surveys, geotechnical reports or other special investigations of the Project site as requested by the Architect and as reasonably necessary for the completion of Architect's Services. The Owner shall furnish structural, mechanical, chemical and other laboratory tests as reasonably required.

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

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

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

ARTICLE 4

OWNERSHIP AND USE OF DOCUMENTS

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

ARTICLE 5

DISPUTE RESOLUTION

To the extent that Chapter 2260 of the Texas Government Code ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, by Owner and Architect to attempt to resolve any claim for breach of contract made by Architect. All Architect contract claims must be submitted in accordance with the procedures and requirements of Chapter 2260 and the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

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

ARTICLE 6

PROJECT TERMINATION OR SUSPENSION

This Agreement may be terminated by either party upon seven 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 in the seven day notice period. This Agreement may be terminated by the Owner for any reason upon 15 days written notice to Architect.

In the event of termination through no fault of the Architect, Architect shall be equitably compensated for all Architect Services performed and Reimbursable Expenses incurred prior to termination in accordance with this Agreement.

ARTICLE 7

MISCELLANEOUS PROVISIONS

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

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

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

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

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

Independent Contractor. Architect recognizes that Architect is engaged as an independent contractor and acknowledges that Owner shall have no responsibility to provide

Architect or its employees with any benefits normally associated with employee status. Architect will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner.

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

Eligibility Certification. Pursuant to Section 2155.004, *Texas Government Code*, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

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.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.093, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Proprietary Interests. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by Architect in the performance of services for Owner, which is not generally known to the public, shall be confidential and Architect shall not disclose any such confidential information, unless required by law. Architect shall not announce or advertise its engagement by Owner in connection with the Project or publicly release any information regarding the Project without the prior written approval of Owner.

Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy available at **[Note: Insert University's web page where Policy is posted.] [Option (Include for UT System only.): <http://www.utsystem.edu/policy/policies/int160.html>]**, University's Standards of Conduct Guide available at **[Note: Insert University's web page where Guide is posted.] [Option (Include for UT System only.): <http://www.utsystem.edu/systemcompliance/>]**, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

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

To Owner:

Fax No.

With Copy to:

Fax No.

To Architect:

Fax No.

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

ARTICLE 8 DIRECT SALARY EXPENSE

Direct Salary Expense ("DSE") is defined as the actual salaries of the Architect's personnel directly engaged on the Project, expressed on an hourly wage basis prior to deductions for employment taxes and employee-paid benefits. DSE shall not include the costs of mandatory and customary employer provided contributions and employee benefits, overhead expenses or profit relating to the Project. Any multiplier applied to the DSE shall be for the purpose of covering all employer provided contributions and employee benefits, overhead expenses, and profits.

Prior to commencing Architect's Services, Architect shall identify all personnel who will be assigned to the Project along with their titles and DSE hourly wage.

ARTICLE 9 REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to Compensation for Architect's Services and include actual and reasonable expenses incurred by the Architect, its employees and its Architects solely and directly in connection with the performance of Architect's Services for the following:

Expense of transportation (including coach class air travel) and living expenses in connection with out-of-state travel as directed and approved in advance by the Owner. Transportation and living expenses incurred within the State of Texas are not reimbursable unless expressly approved by the Owner in advance.

Fees paid for securing approval of authorities having jurisdiction over the Project.

Professional models and renderings if requested by the Owner.

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

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

Expense of any additional insurance coverage or limits, excluding professional liability and errors and omissions insurance, required under this Agreement or requested by the Owner that is in excess of that normally carried by the Architect and the Architect's Architects.

ARTICLE 10 ADDITIONAL SERVICES

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

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

ARTICLE 11 PAYMENTS TO ARCHITECT

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

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

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

ARTICLE 12 ARCHITECTS ACCOUNTING RECORDS

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

ARTICLE 13 INSURANCE

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

Worker's Compensation	Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
Commercial General Liability	\$1,000,000 each occurrence \$1,000,000 aggregate
Business Auto Liability	
Combined Single Limit	\$1,000,000 each occurrence
Worker's Compensation	Statutory Limits

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

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

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

ARTICLE 14 INDEMNITY

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

ARTICLE 15
ARCHITECT'S COMPENSATION

The Architect's Compensation for Architect's Services shall be as described in Exhibit 1. The maximum fee for Architect's Services shall not exceed _____ Dollars (\$_____).

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

For Reimbursable Expenses approved by the Owner, a multiple of one and one-tenth (1.10) times the actual expense incurred by Architect, its employees or its Architects.

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

OWNER:

ARCHITECT:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CONTENT APPROVED:

EXHIBITS

APPENDIX THREE
HUB SUBCONTRACTING PLAN

THE UNIVERSITY OF TEXAS AT EL PASO
Revised: May, 2009

EXHIBIT H

**POLICY ON UTILIZATION
HISTORICALLY UNDERUTILIZED BUSINESSES
PROFESSIONAL SERVICES**



DECLARATION OF SUBCONTRACTING OPPORTUNITIES

In accordance with the Texas Government Code, Chapter 2161, Subchapter F, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

State agencies should use the steps outlined in the HUB Rules 1, TAC 111.14(a) in making the determination of whether subcontracting opportunities are probable under the contract: If subcontracting opportunities are not probable, the agency's bids, proposals, offers, or other applicable expression of interest will include a "Declaration of Subcontracting Opportunities" attesting that it has determined that subcontracting opportunities are not available under the contract.

I, the undersigned authorized representative of The University of Texas at El Paso have reviewed this solicitation, complied with the steps according to the HUB Rules and have determined to the best of my knowledge and experience that subcontracting opportunities ARE probable under this contract.

Samuel Garcia

Printed Name of Contract Administrator/Official

[Signature]

Signature of Contract Administrator/Official

Date: 08/04/09

[Signature]

Signature of HUB Coordinator (if applicable)

Date: 08/04/09

The University of Texas at El Paso
Purchasing and General Services
Policy on Utilization of Historically Underutilized Businesses (HUBs)

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THE UNIVERSITY OF TEXAS AT EL PASO

Purchasing & General Services

POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBs)

Introduction

In accordance with the Texas Government Code, Sections 2161.181-182 and Title 34, Section 20.11 of the Texas Administrative Code (TAC), The Board of Regents of the University of Texas System, acting through the Office of HUB Development shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction services, including professional and consulting services; and commodities contracts. The HUB Rules, promulgated by the Texas Comptroller of Public Accounts (the "Texas Comptroller"), set forth in 34 TAC Sections 20.11-20.28, encourage the use of HUBs by implementing these policies through race-, ethnic- and gender-neutral means.

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

- 11.9% for heavy construction other than building contracts;
- 26.1% for all building construction, including general contractors and operative builders contracts;
- 57.2% for all special trade construction contracts;
- 20% for professional services contracts
- 33% for all other services contracts, and
- 12.6% for commodities contracts.

The University of Texas at El Paso (UTEP) 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 UTEP expects to award in a fiscal year. The University of Texas at El Paso may achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F.

SUMMARY OF REQUIREMENTS Historically Underutilized Business (HUBs) Subcontracting Plan

It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUBs) in all contracts. Accordingly, The University of Texas at El Paso has adopted "**EXHIBIT H, Policy on Utilization of Historically Underutilized Businesses**". The Policy applies to all contracts with an expected value of \$100,000 or more. The Board of Regents of The University of Texas System is the contracting authority.

1. In all contracts for professional services, contracting services, and/or commodities with an expected value of \$100,000 or more, The University of Texas at El Paso will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not UTEP has determined that subcontracting opportunities are probable in connection

with the contract. A HUB Subcontracting Plan is a required element of the architect, contractor or vendor Response to the purchase solicitation. The HUB Subcontracting Plan shall be developed and administered in accordance with the Policy. **Failure to submit a required HUB Subcontracting Plan will result in rejection of the Response.**

2. If subcontracting opportunities are probable UTEP will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents, and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
 - a. When subcontracting opportunities are probable, and the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors **[[34 TAC §20.14 (d) (1)(A)(B)(C)(D)(2)(A)(B)(C)(D)(E)(3)(A)(B)].**
 - b. When subcontracting opportunities are probable, but the Respondent can perform such opportunities with its employees and resources, the Respondent's HUB Subcontracting Plan shall include **the Self Performance HUB Subcontracting Plan, Section 9 – Self Performance Justification as the HUB Subcontracting Plan (HSP).** **[34 TAC §20.14 (d)(4)(A)(B)(C)(D)].**
3. If subcontracting opportunities are not probable, UTEP will declare such probability in its invitations for bids, requests for proposals, or other purchase solicitation documents and shall require submission of the appropriate HUB Subcontracting Plan with the Response.
 - a. When subcontracting opportunities are not probable, and the Respondent proposes to perform all of the work with its employees and resources, the Respondent shall submit a HUB Subcontracting Plan that includes **the Self Performance HUB Subcontracting Plan, Section 9 – Self Performance Justification as the HUB Subcontracting Plan (HSP).**
 - b. When subcontracting opportunities are not probable, but the Respondent proposes to subcontract any part of the work, the Respondent shall submit a **HUB Subcontracting Plan as prescribed by the Texas Comptroller** identifying subcontractors.
4. Respondents shall follow, but are not limited to, procedures listed in the Policy when developing a HUB Subcontracting Plan.
5. In making a determination whether a good faith effort has been made in the development of the required HUB Subcontracting Plan, UTEP shall follow the procedures listed in the Policy. If accepted by the University, the HUB Subcontracting Plan shall become a provision of the Respondent's contract with the University of Texas at El Paso. **Revisions necessary to clarify and enhance information submitted in the original HUB subcontracting plan may be made in an effort to determine good faith effort.** Any revisions after the submission of the HUB Subcontracting Plan shall be approved by the HUB Coordinator.
6. **Competitive Sealed Proposals (CSPs)** Respondents shall submit a HUB Subcontracting Plan (packaged separately) twenty-four (24) hours following the Response submission date and time or as prescribed by the project manager.
7. **D/B and CM@Risk Responses:** Respondents to a "design build" or "construction manager-at-risk" purchase solicitation shall include the Letter of HUB Commitment in their Response attesting that the Respondent has read and understands the Policy on Historically Underutilized Businesses (HUBs), and a HUB Subcontracting Plan for all preconstruction and construction services includes **HUB Subcontracting Plan as prescribed by the Texas Comptroller specific to construction services identifying first, second and third tier subcontractors.** Respondents proposing to perform Part I services with their own resources and employees shall submit, as part of their HSP, **the Self Performance Justification.**

8. **D/B and CM@Risk HUB Contract Requirements:** Contractors engaged under design-build and construction manager-at-risk contracts shall submit a HUB Subcontracting Plan for all Construction Phase Services, and, must further comply with the requirements of this Policy by developing and submitting a HUB Subcontracting Plan for each bid package issued in buying out the guaranteed maximum or lump sum price of the Project. The HUB Subcontracting Plans shall identify first, second and third tier subcontractors.
9. The University of Texas at El Paso shall reject any Response that does not include a fully completed HUB Subcontracting Plan, as required. **An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.**
10. Changes to the HUB Subcontracting Plan. Once a Respondent's HUB Subcontracting Plan is accepted by UTEP and becomes a provision of the contract between Respondent and UTEP, the Respondent can only change that HUB Subcontracting Plan if (a) the Respondent complies with 34 TAC Section 20.14; (b) the Respondent provides its proposed changes to UTEP for review; (c) UTEP (including UTEP's HUB Coordinator) approves Respondent's proposed changes to its HUB Subcontracting Plan; and (d) UTEP and the Respondent amend their contract (via a writing signed by authorized officials of both parties) in order to replace the contract's existing HUB Subcontracting Plan with a revised HUB Subcontracting Plan containing the changes approved by UTEP.
11. Expansion of Work. If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, U. T. System wishes to expand the scope of work that the Respondent will perform under that contract through a change order or any other contract amendment (the "Additional Work"), U. T. System will determine if the Additional Work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If UTEP determines that probable subcontracting opportunities exist for the Additional Work, then the Respondent must submit to UTEP an amended HUB Subcontracting Plan covering those opportunities that complies with the provisions of 34 TAC Section 20.14. Such an amended HUB Subcontracting Plan must be approved by UTEP (including UTEP's HUB Coordinator) before (a) the contract may be amended by UTEP and the Respondent to include the Additional Work and the amended HUB Subcontracting Plan and (b) the Respondent performs the Additional Work. If a Respondent subcontracts any of the additional subcontracting opportunities identified by UTEP for any Additional Work (i) without complying with 34 TAC Section 20.14 or (ii) before UTEP and that Respondent amend their contract to include a revised HUB Subcontracting Plan that authorizes such subcontracting, then the Respondent will be deemed to be in breach of its contract with UTEP. As a result of such breach, UTEP will be entitled to terminate its contract with the Respondent, and the Respondent will be subject to any remedial actions provided by Texas law, including those set forth in Chapter 2161, Texas Government Code, and 34 TAC Section 20.14.

University may report a Respondent's nonperformance under a contract between that Respondent and UTEP to the Texas Comptroller in accordance with 34 TAC Sections 20.101 through 20.108.

12. A Response may state that the Respondent intends to perform all the subcontracting opportunities with its own employees and resources in accordance with the Policy. However, if such a Respondent enters into a contract with UTEP as a result of such a Response but later desires to subcontract any part of the work set forth in that contract, before the Respondent subcontracts such work it must first change its HUB Subcontracting Plan in accordance with the provisions of Section 10 above .
13. The University of Texas at El Paso shall require a professional services firm, contractor or vendor to whom a contract has been awarded to report the identity and the amount paid to its subcontractors on a monthly basis using a **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR)** as a condition for payment.
14. If the University determines that the successful Respondent failed to implement an approved HUB Subcontracting Plan in good faith, UTEP, in addition to any other remedies, may report nonperformance to the Texas Comptroller in accordance with 34 TAC, Section 20.14, (d) (13) related remedies of nonperformance to professional services firms, contractor, and vendor implementation of the HUB Subcontracting Plan.
15. In the event of any conflict between this "Summary of Requirements" and the remainder of the HUB Policy, the remainder of the HUB Policy will control.
16. These requirements, including the attachments referred to above, may be downloaded over the Internet from <http://www.utsystem.edu> For additional information, contact Edie Harvey, Asst. Director of Purchasing/HUB Coordinator, The University of Texas at El Paso, 915/747-5456.

**Professional Services HSP
Summary of Attachments Required from Respondents**

	Letter of Transmittal Page 8	Letter of HUB Commitment Page 9	HUB Subcontracting Plan (HSP) Pages 10-12	Progress Assessment Report (PAR) Page 13
1. UTEP DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE.				
1. A. Respondent Proposes Subconsultants: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable.</u>	X		X	
1. B. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
2. UTEP DETERMINES THAT SUBCONTRACTING OPPORTUNITIES ARE NOT PROBABLE.				
2. A. Respondent Proposes Self-Performance: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> , but the Respondent can perform such opportunities with its employees and resources.	X		X	
2. B. Respondent Proposes Subconsultants: Attachments required from the Respondent for the HUB Subcontracting Plan if the solicitation states that <u>subcontracting opportunities are not probable</u> but the Respondent proposes to subcontract any part of the work.	X		X	
3. Indefinite Duration/Indefinite Quantity Contracts: Submit with initial qualifications. Attachments required from the Respondent prior to contract execution for each contract associated with a solicitation for miscellaneous services.		X	X	

4. Changes in the HUB Subcontracting Plan After Award: Attachments required from the Respondent to whom a contract has been awarded if it desires to make changes to the approved HUB Subcontracting Plan.			X	
5. Reporting: Progress Assessment Report (PAR) required with all payment requests. The submittal of this attachment is a condition of payment.				X

(RESPONDENT'S BUSINESS LETTERHEAD)

Date

Edie Harvey
Asst. Director of Purchasing/HUB Coordinator
The University of Texas at El Paso
500 W. University Ave., Kelly Hall, 3rd Floor
El Paso, Texas 79968

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

Dear Mrs. Harvey,

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

I have read and understand The University of Texas System Policy on Utilization of Historically Underutilized Businesses (HUBs). I also understand the State of Texas Annual Procurement Goal according to 34 Texas Administrative Code Section 20.13 is 20% for professional services contracts.

This HUB Subcontracting Plan includes ____ Subcontracting Opportunities [refer to Section 2, page 10] representing ____ (no. of subconsultants) subconsulting disciplines with a total dollar value of _____. These figures represent a cumulative percentage of _____%, representing _____% for minority-owned HUBs and _____% for women-owned HUBs. When a HUB is owned by minority women, I have classified that HUB as minority-owned rather than women-owned.

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

By completion of Section 8 of the HUB Subcontracting Plan, I affirm my intent to utilize the subconsultants selected to perform the scope of work to be subcontracted.

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

Sincerely,

(Project Executive)

cc: Project Manager

(BUSINESS LETTERHEAD)

Date

Edie Harvey
Asst. Director of Purchasing/HUB Coordinator
The University of Texas at El Paso
500 W. University Ave., Kelly Hall, 3rd Floor
El Paso, TX 79968

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

Dear Mrs. Harvey:

In accordance with the requirements outlined in the specification section "HUB Participation Program," I am pleased to forward this HUB Subcontracting Plan as an integral part of our proposal in connection with your invitation for request for proposals, referencing Project Number _____.

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

Good Faith Effort will be documented with each contract and will contain a Letter of Transmittal and HUB Subcontracting Plan with each contract solicited. An updated HUB Plan will be submitted prior to the execution of each contract process. Documentation of subconsulted work will be provided with each pay request.

Sincerely,

Contractor's Name

cc: Project Manager



HUB SUBCONTRACTING PLAN (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

- Respondents shall submit a completed HUB Subcontracting Plan (HSP) to be considered responsive (pages 10, 11 & 12). Failure to submit a completed HSP shall result in the bid, proposal or other expression of interest to be considered NON-responsive.
- Respondents who intend to Self-Perform all of their work shall submit an HSP for Self-Performance (pages 10, 11, & 12).
- HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR) shall be submitted with each request for payment as a condition of payment.

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Solicitation #: _____

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, **list the portions of work you will be subcontracting**, and go to page 2.)
- ☐ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

Enter your company's name here: _____

Solicitation #: _____

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____

Description: _____

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.002, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than **five (5) working days** from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than **five (5) working days** prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	%	\$	☐ - Yes ☐ - No*
_____	_____	%	\$	☐ - Yes ☐ - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Enter your company's name here: _____

Solicitation #: _____

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

9

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- ☐ - **Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- ☐ - **No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10 - AFFIRMATION

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

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature Printed Name Title Date



Minority Organization	Address	City	ZIP	Phone	Fax	Email
The following organizations have agreed to accept subcontracting opportunities per agreement with the Texas Statewide HUB Program. Please contact a minimum of one of the following organizations and at least one organization from the region that the RFQ/RFP is located as well.						
American Indian Chamber of Commerce of Texas	101 Summit Ave, Suite 401	Fort Worth	76102	817-429-2323	817-451-3575	rrdtomahawk@aicct.com
Dallas Fort Worth Minority Supplier Development Council	2710 North Stemmons Freeway, North Tower, Ste. 900	Dallas	75207	214-630-0747	214-637-2241	business@dfwmbdc.com
Houston Minority Supplier Development Council	Three Riverway, Ste. 555	Houston	77056	713-271-7805	713-271-9770	info@hmbc.org
Southwest Minority Supplier Development Center	912 Bastrop Highway, Ste. 101	Austin	78741	512-386-8766	512-386-8988	admin@cstmhc.org
Texas Association of Historically Underutilized Businesses	PO Box 684726	Austin	78768	512-220-4293	915-585-7751	info@texashubs.org
Tri-County Black Chamber of Commerce	P.O. Box 88376	Houston	77288	832-875-3977	713-839-7329	
Women Contractors Association	P.O. Box 6757	Houston	77265	713 807-9977	713 807-9917	director@womencontractors.org
Women's Business Council - Southwest	2201 N. Collins, Suite 158	Arlington	76011	817-299-0566	817-299-0949	ementhe@wbcswsouthwest.org
Women's Business Enterprise Alliance	4100 Westheimer, Suite 260	Houston	77027	713-681-9232	713-681-9242	srepka@wbea-texas.org
Austin Area Minority Organizations						
Austin Asian American Chamber of Commerce	10901 N. Lamar Blvd Ste. B206	Austin	78753	512-407-8240	512-407-8233	aaacc@austinacc.org
Austin Black Contractors	6448 Hwy 290 E. Ste. E-107	Austin	78723	512-467-6894	512-467-9808	brc-pro@swbell.net
Capitol City African American Chamber of Commerce	5407 N. IH 35, Ste. 304	Austin	78723	512-459-1181	512-459-1183	admin@capcitychamber.org
Greater Austin Hispanic Chamber of Commerce	2800 S. IH 35, Ste. 260	Austin	78704	512-476-7502	512-476-6417	saguirre@gahcc.org
National Association of Women in Construction		Austin		512-608-8388		membership@nawicaustin.org

Southwest Minority Supplier Development Council	912 Bastrop Hwy, Ste. 101	Austin	78741	512-386-8766	512-386-8988	dinah@cstmbc.org
US Hispanic Contractors de Austin	1106 Clayton Lane, Ste. 511W	Austin	78723	512-374-1595	512-374-1421	ushca-austin@sbcglobal.net
Womens Chamber of Commerce of Texas	P.O. Box 26051	Austin	78755	512-338-0839		austin@womenschambertexas.com
Minority Organization	Address	City	ZIP	Phone	Fax	Email
West Texas Minority Organizations						
Camara de Comercio Hispana de Amarillo	P.O. Box 1861	Amarillo	79105	806-379-8800	806-376-7873	cacha@cacha.org
El Paso Hispanic Chamber of Commerce	2401 E. Missouri	El Paso	79903	915-566-4066	915-566-9714	cindyramosdavidson@ephcc.org
Fort Stockton Hispanic Chamber of Commerce	1000 Railroad Avenue	Fort Stockton	79735	432-336-2264		
Lubbock Hispanic Chamber of Commerce	P.O. Box 886	Lubbock	79408	806-762-5059	806-763-2124	lubbockhispanic@yahoo.com
Midland Hispanic Chamber of Commerce	208 S. Marienfield Ste 100	Midland	79701	432-682-2960	432-687-3972	www.midlandhcc.com
Mexican American Network of Odessa (MANO)	P.O. Box 2309	Odessa	79760	915-335-0250	915-337-6266	manoinc@nwol.net
Odessa Black Chamber of Commerce	P.O. Box 1006	Odessa	79760	432-332-5812		www.odessablackchamber.com
El Paso Black Chamber of Commerce	109 N. Oregon, Ste 212	El Paso	79901	915-534-0570	915-534-0561	
Midland Black Chamber of Entrepreneurs, Inc.	P.O. Box 50473	Midland	79710	915-682-2864	915-684-6422	mbce@swbell.net
Odessa Plan Room	2706 Henderson Ave	Odessa	79764	432-337-0912	432-580-0910	
El Paso Community College Contract Opportunities Ctr	1359 Lomaland, Room 521	El Paso	79935	915-831-7747	915-831-7755	pabloa@epcc.edu
Lubbock African American Chamber of Commerce	P.O. box 1796	Lubbock	79408	806-771-1815		www.myaaccl.com
San Antonio & South Texas Minority Organizations						

Eagle Pass Hispanic Chamber of Commerce	P.O. Box 3040	Eagle Pass	78852	830-757-2704	830-757-2703	chamber@eaglepasstexas.com
Edinburg Hispanic Chamber of Commerce	P.O. Box 85	Edinburg	78540	956-383-4974	956-380-3621	
Fort Stockton Hispanic Chamber of Commerce	1000 Railroad Avenue	Fort Stockton	79735	432-336-2264		
Harlingen Hispanic Chamber of Commerce	2309 N. Ed Carey Dr.	Harlingen	78550	956-421-2400	956-364-1879	hhcc@xanadu2.net
Kleberg County Hispanic Chamber of Commerce	111 N. 5th St.	Kingsville	78363	361-592-2708	361-592-8540	
Laredo Chamber of Commerce	2310 San Bernardo	Laredo	78040	956-722-9895	956-791-4503	www.laredochamber.com
Greater Pleasanton-Atascosa Hispanic Chamber of Commerce	307 North Main St.	Pleasanton	78064	830-569-5211		
Minority Organization	Address	City	ZIP	Phone	Fax	Email
San Antonio Hispanic Chamber of Commerce	318 W. Houston, Ste 300	San Antonio	78205	210-225-0462	210-225-2485	www.sahcc.org
African American Chamber of Commerce of San Antonio	1717 N. 1604 East, Ste 220	San Antonio	78232	210-490-1624	210-490-5294	blackchamber@aol.com
Alamo City Black Chamber of Commerce	600 Hemsfair Plaza Way Bldg. 406-10	San Antonio	78205	210-226-9055	210-226-0524	info@alamocitychamber.org
Rio Grande City Chamber of Commerce	601 E. Main	Rio Grande City	78582	956-487-3024	956-716-8560	www.valleychamber.com
Greater Victoria Hispanic Chamber of Commerce	4800 N. Navarro	Victoria	77901	361-575-7100	361-575-7100	
African American Chamber of Commerce of Victoria	P.O. Box 3594	Victoria	77903	361-575-2061	361-570-3696	info@aaccv.com
Corpus Christi Black Chamber of Commerce	P.O. Box 60574	Corpus Christi	78466	361-877-3634		www.ccblackchamber.tripod.com
Rio Grande Valley Associated General Contractors	6918 W. Expressway 83	Harlingen	78552	956-423-4091	956-423-0147	
South Texas Minority Business Opportunity Committee	2412 S. Clossner	Edinburg	78539	956-292-7555	956-292-7561	

Texas Center for Border Economic & Enterprise Dev. (CEED)	301 Mexico Blvd. Room F6A	Brownsville	78520	956-548-8741	956-548-8750	
Rio Grande Valley AGC	P.O. Box 391	Harlingen	78551	956-423-4091	956-423-0174	vaughn@rgvagc.org
McAllen Hispanic Chamber of Commerce	1200 Ash Avenue	McAllen	78501	956-682-2871	956-687-2917	steve@mcallenchamber.com
Hispanic Contractors Association de San Antonio	4047 Naco Perrin, Ste 201-B	San Antonio	78217	210-444-1100	210-444-1101	admin@hca-sa.org
Greater Hispanic Chamber of Commerce of Comal County	1115 Mahan Circle	New Braunfels	78183			
Seguin-Guadalupe County Hispanic Chamber of Commerce	P.O. box 1154	Seguin	78155	830-372-3151	830-372-9499	hcoc@sbcglobal.net
San Marcos Hispanic Chamber of Commerce	174 S. Guadalupe St., Ste. 101	San Marcos	78666	512-353-1103	512-353-2175	
City of San Antonio Small Business Outreach	100 W. Houston	San Antonio	78205	210-207-3900	210-207-3909	
San Antonio Associated General Contractors	10806 Gulfdale	San Antonio	78216	210-349-4921	210-349-4017	mcmurry@sanantonioagc.org
Builders Exchange of Texas, Inc.	4047 Naco Perrin	San Antonio	78217	210-564-6900	210-564-6901	
Alamo Asian Chamber of Commerce						
Minority Organization	Address	City	ZIP	Phone	Fax	Email
North Texas Minority Organizations						
American Indian Chamber of Commerce of Texas	101 Summit Ave, Suite 401	Fort Worth	76102	817-429-2323	817-451-3575	rredtomahawk@aioct.com
Dallas Fort Worth Minority Supplier Development Council	2710 North Stemmons Freeway, North Tower, Ste. 900	Dallas	75207	214-630-0747	214-637-2241	business@dfwmbdc.com
Women's Business Council - Southwest	2201 N. Collins, Suite 158	Arlington	76011	817-299-0566	817-299-0949	ementhe@wbsouthwest.org
Black Contractors Association	1409 S. Lamar Street, Suite 205	Dallas	75215	214-485-0483	214-485-0467	info@blackcontractors.org

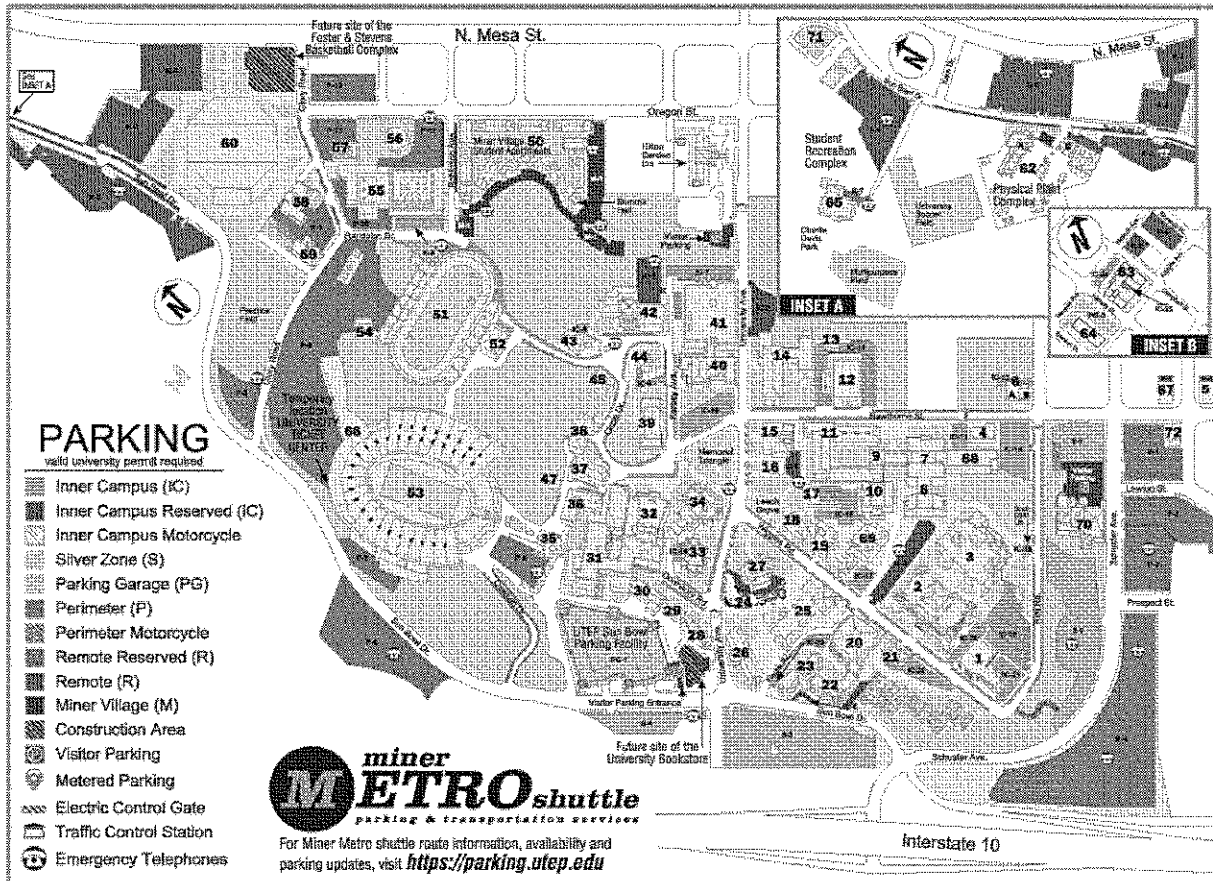
Tri-County Black Chamber of Commerce	P.O. Box 88376	Houston	77288	832-875-3977	713-839-7329	
Women Contractors Association	P.O. Box 6757	Houston	77265	713 807-9977	713 807-9917	director@womencontractors.org
Women's Business Enterprise Alliance	4100 Westheimer, Suite 260	Houston	77027	713-681-9232	713-681-9242	srepka@wbea-texas.org
African American Chamber of Commerce of Greater Houston	6112 Wheatley St.	Houston	77091	713-692-7003	713-691-7131	
Houston Citizen's Chamber of Commerce	2808 Wheeler Ave.	Houston	77004	713-522-9745	713-522-5965	president@hccoc.org
National Association of Minority Contractors (NAMC) Greater Houston Chapter	3835 Dacona St.	Houston	77092	713-843-3791	713-843-3701	dsamules@namctexas.com
Houston Hispanic Chamber of Commerce	1801 Main Street, Suite 1075	Houston	77002	713-644-7070	713-644-7377	vlongoria@houstonhispanicchamber.com
Associated General Contractors		City	ZIP	Phone	Fax	Email
El Paso AGC	4625 Ripley Dr.	El Paso	79922	915-585-1533	915-585-1622	

APPENDIX FOUR

CAMPUS MAP

The University of Texas at El Paso

Campus Map and Building Directory



Map and Building Directory

Academic Advising Center	12	de Watter Center	16	Holiday Hall	52	Quinn Hall	37
Academic Services Building	70	Durham Sports Center	60	Honors House	13	Ross Moore Building	54
Administration Building	15	El Paso Natural Gas Conference Center (EPNGCC)	20	Hudspeth Hall	28	Satellite Energy Plant	57
Barry Hall	23	Education Building	42	Kidd Field	22	Seamon Hall	35
Bell Hall	19	Energy Conservation Project	56	Kidd Memorial Seismic Lab	51	Stanlee and Gerald Rubin Center	35
Benedict Hall	18	Engineering/Science Complex	7	Liberal Arts Building	47	Stanton Professional Building (INSET B)	64
Biology Building	10	Engineering Building Expansion	69	Magoffin Auditorium	32	Student Health Center	21
Bioscience Research Building	69	Fox Fine Arts Center	31	Memorial Gymnasium	56	Sun Bowl	53
Brumlow Building	53	Geological Sciences Building	34	Metallurgy Building	8	Swimming and Fitness Center (INSET A)	65
Burges Hall	26	Graham Hall	43	Military Science Building	59	Undergraduate Learning Center (UGLC)	25
Business Administration Building	3	Haskins Center	60	Miners Hall	30	Union Building East	41
Centennial Museum	27	Hawthorne Building	6	Miner Village Student Apartments	50	Union Building West	40
Center for Inter-American and Border Studies (CIABS)	5	IT Help Desk	A	Old Main	38	University Library	2
Central Energy Plant	17	Energy Center	B	Parking & Trans. Svcs. - Admin. Offices	72	University Police (INSET A)	62
Chihuahuan Desert Gardens	24	Health Sciences Building (INSET B)	63	Physical Plant Complex (INSET A)	62	University Relations	67
Child Care Center	4	Helen of Troy Softball Complex (INSET A)	71	Facilities Svcs./Central Receiving	A	University Ticket Center	66
Classroom Building	9	Heritage House	44	University Police/Office Supplies	8	Vowell Hall	45
Computer Science Building	36	Hertzog Building	1	Psychology Building	39	Worrell Hall	29

APPENDIX FIVE

ACCESS BY INDIVIDUALS WITH DISABILITIES

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