

REQUEST FOR QUALIFICATIONS

by

The University of Texas Southwestern Medical Center at Dallas

for

Selection of a Vendor to Provide

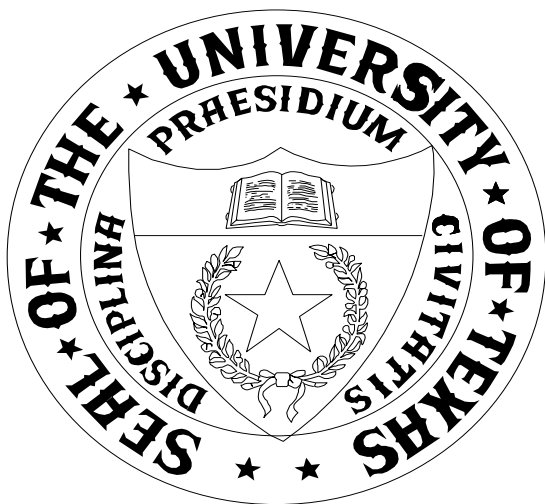
Engineering Services

related to

Campus Facilities Projects

RFQ No. 729-09-49

Submittal Deadline: Friday June 26, 2009 3:00 P.M. Lobby of Physical Plant



Issued: 6/5/2009

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SECTION 1 - INTRODUCTION

1.1 Description of University

The University of Texas Southwestern Medical Center (UTSWMC) at Dallas ranks among the top academic medical centers in the world. Its faculty members who are responsible for a broad array of groundbreaking biomedical research advances are respected for their dedication to teaching. UTSWMC physicians provide patients with the highest quality of care throughout the medical center's outpatient clinics and affiliated hospitals.

1.2 Objective of this Request for Qualifications

The University of Texas Southwestern Medical Center at Dallas ("**University**") is soliciting engineering firms ("**Professional**" or "**Professionals**") in response to this Request for Qualifications for Selection of a Vendor to **Provide Engineering Services**. The Services, include but are not limited to; Electrical design projects such as switchgear renovations, and miscellaneous electrical projects

SECTION 2 - NOTICE TO PROFESSIONAL

2.1 Submittal Deadline

University will accept submissions of qualification provided in response to this RFQ until **3:00 p.m., Central Prevailing Time on Friday June 19, 2009 Lobby of Physical Plant** (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**”):

Curtis White
Physical Plant Purchasing
UT Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9099
(214) 648-3178

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 10:00 A.M. June 16, 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 the Professional that provides a submission of qualification 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 submissions of qualification. The evaluation of submissions of qualification and the selection of the successful Professional will be based on the information provided by Professional in its submission of qualification. 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	June 6, 2009
Deadline for Questions/Concerns (ref. Section 2.2 of this RFQ)	10:00 A.M. June 16, 2009
Submittal Deadline	3:00 P.M. Friday June 19, 2009 Lobby of Physical Plant

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 20.14, and has determined that subcontracting opportunities are not probable under this RFQ. Attached to this RFQ as **Appendix Three** is University’s Policy on Utilization of Historically Underutilized Businesses and additional materials required by the rules of the TPSS or any successor agency. Since subcontracting opportunities are not probable under this RFQ, Professional must complete, sign, and provide with its submission of qualification three (3) originals of the Self Performance HUB Subcontracting Plan (the “**HSP**”) set forth on **page 13 of Appendix Three**.
- 2.5.3 Professional must provide the one (1) original and two (2) copies of the HSP to University at the same time it provides its submission of qualification to University (ref. **Section 3.2** of this RFQ.) **The three (3) originals of 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 submission of qualification 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 submission of qualification 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 submission of qualification as non-responsive due to material failure to comply with advertised specifications; such a submission of qualification will be returned to Professional unopened. (ref. **Section 1.5** of **Appendix One** to this RFQ.) **Note:** The requirement that Professional provide three originals of the HSP under this **Section 2.5.3** is separate from and does not affect Professional’s obligation to provide University with the number of copies of its submission of qualification required in **Section 3.1** of this RFQ.

2.6 Pre-Submission Conference

No Pre-Submission conference will be held.

SECTION 3 - SUBMISSIONS OF QUALIFICATION

3.1 Number of Copies

Professional must provide a total of Three (3), One (1) original and Two (2) complete and identical copies of its *entire* submission of qualification. An *original* signature by an authorized officer of Professional must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) (failure to supply will cause proposal to be disqualified) of at least one (1) copy of the submission of qualification. The copy of Professional's submission of qualification 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:

Curtis White
Physical Plant Purchasing
UT Southwestern Medical Center
5323 Harry Hines Blvd.
Dallas, TX 75390-9099

3.3 Submission Validity Period

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

3.4 Terms and Conditions

3.4.1 Professional must comply with the requirements and specifications contained in this RFQ, including the Agreement (ref. **APPENDIX TWO**), the Notice to Professional (ref. **Section 2** of this RFQ), 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 submission of qualification. If Professional fails to return each of the following items with its submission of qualification, then University will 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 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFQ)
- 3.5.5 Signed and completed originals of the HUB Subcontracting Plan (ref. **Section 2.5** of this RFQ and **APPENDIX THREE**) in a **separate sealed envelope marked HUB Subcontracting Plan.**
- 3.5.6 Signed and completed Vendor's Affirmation (ref. **Appendix Five**)

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 submission of qualification, 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:

- 5.2.1 Track record of providing engineering services to facilities in Texas.
- 5.2.2 Able to meet delivery schedules for projects.
- 5.2.3 Professional must be detail oriented, and experienced in project management.
- 5.2.4 Professional must have breadth and depth of experience at the firm. Resumes of teams to be included.

5.3 Additional Questions Specific to this RFQ

N/A

5.4 Scope of Work

Successful Professional will provide the following services to University:

- 5.4.1 Electrical and Engineering Services including but not limited to:
 - 5.4.1.1 Medium voltage substation/switchgear design.
 - 5.4.1.2 Power factor correction/improvement solutions.
 - 5.4.1.3 Energy management solutions
 - 5.4.1.4 Electrical distribution system coordination and protection/control studies.
 - 5.4.1.5 High/medium voltage electrical system component installation.
 - 5.4.1.6 Maintenance and repair per NETA specifications.
 - 5.4.1.7 Professional engineering services
- 5.4.2 Project Management Services.

5.4.3 Consulting Services

SECTION 6 - DELIVERY SCHEDULE

Submission of Qualification of: _____
(Professional Company Name)

To: The University of Texas Southwestern Medical Center at Dallas

Ref.: **Engineering Services related to Campus Facilities Project**

RFQ No.: **729-09-49**

All State licenses and regulatory agreements must be complied with, failure will result in disqualification.

The University reserves the right to place order with more than one contractor.

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 submissions of qualification 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 submissions of qualification for consideration by University.

By providing a submission of qualification, 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 submission of qualification.

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 submission of qualification prior to selection of the successful Professional.

University will open the HSP Envelope provided by Professional prior to opening Professional’s submission of qualification 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 submissions of qualification 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 submission of qualification. Any submissions of qualification 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 submissions of qualification 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 the 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)

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reject any and all submissions of qualification and re-solicit submissions of qualification, or (c) reject any and all submissions of qualification 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 submission of qualification, 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 submissions of qualification 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 submission of qualification 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 submission of qualification 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 submission of qualification preparation or for demonstrations or oral presentations that may be made by Professional, unless otherwise expressly agreed in writing. Professional provides its submission of qualification 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

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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 submissions of qualification, 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 submission of qualification 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 submission of qualification will be binding on Professional.
- 1.8.7 Any submission of qualification 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 submission of qualification. The Execution of Offer must be signed by a representative of Professional duly authorized to bind Professional to its submission of qualification. Any submission of qualification 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 submission of qualification.

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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 submission of qualification. Any submission of qualification 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 submission of qualification 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 submission of qualification received after the Submittal Deadline if the submission of qualification is properly identified. University will not under any circumstances consider a submission of qualification 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 submissions of qualification provided by telephone, submissions of qualification provided by Facsimile ("**FAX**") transmission, or submissions of qualification provided by electronic transmission (i.e., e-mail) in response to this RFQ.

Except as otherwise provided in this RFQ, no submission of qualification may be changed, amended, or modified after it has been provided to University. However,

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a submission of qualification may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No submission of qualification 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 submission of qualification, Professional certifies that any terms, conditions, or documents attached to or referenced in its submission of qualification 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 submission of qualification 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 submission of qualification.

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 submission of qualification and included as labeled attachments. Sections within a submission of qualification 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 submission of qualification 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 submission of qualification, this material should be clearly identified in the Table of Contents and organized as a separate section of the submission of qualification.

1.9.9 Pagination

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

SECTION 2 - EXECUTION OF OFFER

ENGINEERING SERVICES RELATED TO CAMPUS FACILITIES PROJECT

RFQ # 729-09-49

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 WILL 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 submission of qualification and is not a contract or an offer to contract; (2) the submission of a submission of qualification 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

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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 PROPOSER 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 PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER 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 submission of qualification. Failure to sign this Execution of Offer, or signing with a false statement, may void the Professional's submission of qualification or any resulting contracts, and Professional may be removed from all submission of qualification 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 submission of qualification 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 submission of qualification.
- 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 submission of qualification 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 venturers 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 and (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. 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, Proposer 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, Proposer certifies that an award of a contract to Proposer 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*, Proposer certifies that Proposer 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

APPENDIX ONE

(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 submission of qualification, 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.: 729-09-49

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 Approach to Project Services

APPENDIX ONE

- 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 Southwestern Medical Center at Dallas

Ref.: Engineering Services related to Campus Facilities Project

RFQ No.: 729-09-49

Ladies and Gentlemen:

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

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

Respectfully submitted,

Professional: _____

By: _____
(Authorized Signature for Professional)

Name: _____

Title: _____

Date: _____

APPENDIX TWO - AGREEMENT

AGREEMENT
for
MISCELLANEOUS TECHNICAL SERVICES
on
PROJECTS OF LIMITED SCOPE

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

The Owner: The University of Texas Southwestern Medical Center at Dallas
 5323 Harry Hines Blvd.
 Dallas, Texas 75390

and

The Services Provider _____

This Agreement is for the provision of miscellaneous technical services to oversee UT Southwestern Medical Center’s engineering activities related to hospital facilities projects. Services are of limited scope, to be performed on a non-exclusive, indefinite quantity basis, as requested by the Owner in accordance with the terms of this Agreement. Services Provider represents that he has the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement.

The Owner and the Services Provider agree as follows:

ARTICLE 1
TERM OF AGREEMENT

1.01 Initial Term: This initial term of this Agreement shall begin on the effective date and shall expire August 31, 2010 unless renewed or terminated in accordance with the terms of the Agreement.

1.02 Renewal Option: The Owner has the option to renew this Agreement’s terms for four (4) successive twelve (12) month periods upon written notice to the Services Provider at least sixty (60) days prior to the expiration of the initial or any subsequent term.

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

ARTICLE 2 MAXIMUM AUTHORIZED CONTRACT SUM

2.01 **Maximum Contract Sum:** The total, maximum, not-to-exceed amount of money authorized for payment to Services Provider for services provided during the complete contract term (initial term and all subsequent renewal terms combined, ref. Article 1.01 and 1.02) pursuant to this Agreement is **Five Hundred Thousand and no/100 Dollars (\$500,000.00)**. Total billings for authorized work performed by the Services Provider shall not exceed this maximum contract sum. The maximum contract sum shall not be increased except by written amendment to this Agreement executed by the Owner and the Services Provider.

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

ARTICLE 3 SCOPE OF WORK

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

3.01.1 Electrical and Engineering Services

3.01.2 Project Management Services.

3.01.3 Consulting Services

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

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

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

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

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

3.06 Notice to Proceed: Upon approval of a Project Proposal by the Owner, the Owner shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Services Provider to begin the work identified in the Project Proposal on the date specified in the Notice. The Notice to Proceed shall include a Purchase Order number specific to the project.

ARTICLE 4

SERVICES PROVIDER'S GENERAL SERVICES AND RESPONSIBILITIES

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

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

4.03 **Compliance with Laws:** Services Provider shall endeavor to perform Services Provider's Services in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project.

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

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

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

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

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

ARTICLE 5 THE OWNER'S RESPONSIBILITIES

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

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

5.03 **Special Information:** The Owner shall furnish available property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and special

data and conditions relevant to the project. Owner shall furnish other special investigations of the Project site as requested by the Services Provider and as reasonably necessary for the Project. Services Provider shall exercise reasonable care in relying upon this information in the performance of its services under this Agreement. Owner makes no warranties or representations as to the accuracy or suitability of information provided to the Services Provider by the Owner or by others.

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

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

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

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

ARTICLE 6 ACCEPTANCE OF WORK

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

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

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

ARTICLE 7
COMPENSATION FOR SERVICES RENDERED

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

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

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

7.04 **Additional Services:** Additional Services are services not identified or reasonably inferable as Basic Services included in a Project Proposal. Additional Services shall be provided only if authorized or confirmed in writing by the Owner. For approved Additional Services provided in connection with any project authorized by this Agreement, Services Provider shall be compensated on an hourly rate basis or on a per-service fee basis in accordance with Services Provider's Additional Services Proposal, up to the maximum "Not to Exceed" amount approved in Services Provider's Additional Services Proposal.

7.05 **Consultant Costs:** Unless approved in advance by the Owner, Services Provider shall pay for all consultant services and costs associated with his services under this Agreement, whether basic services or additional services, out of his fees. Owner is not responsible for any such consultant fees or costs unless otherwise agreed to in writing.

ARTICLE 8
REIMBURSABLE EXPENSES

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

- a. Expenses in connection with out-of-state travel, including coach class air fare and reasonable living expenses, as directed and approved in advance and in writing by the Owner;
- b. Expenses in connection with in-state travel, including reasonable travel and living expenses, for Services Provider's employees and consultants when a project is located more than 50 miles from the place where they are usually and customarily assigned, but only as directed and approved in advance and in writing by Owner;

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

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

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

ARTICLE 9 INVOICING

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

- a. Project Name, PO Number and Work Order Number;
- b. Owner Agreement ID Number;
- c. Services Provider's Tax Identification Number;
- d. Name of Project Manager;
- e. Identification of billing period, by calendar month, to which the invoice applies;

- f. Itemized description of services provided including the names, billing rates and amount of time per task expended by all persons who performed services on the project during the billing period.
- g. Completion status of project by percentage;
- h. Total amount of invoice;
- i. Total amount of prior invoices and maximum contract sum;
- j. Copy of all receipts in support of any reimbursable expenses invoiced;

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

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

9.04 Invoice Submittal: Invoices shall be submitted to:

Accounts Payable
UT Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, Texas 75390-9028

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

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

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

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

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

ARTICLE 10 SERVICES PROVIDER'S ACCOUNTING RECORDS

Services Provider shall maintain records of costs, expenses and billings pertaining to services performed under this Agreement in accordance with generally accepted accounting principles. Such records shall be available to the Owner or the Owner's authorized representative at mutually convenient times for a period of at least three (3) years after expiration or termination of this Agreement. Owner shall have the right to audit and to verify the details set forth in Services Provider's billings, certificates, and statements, either before or after payment. The terms of this paragraph shall survive any termination of the Agreement.

ARTICLE 11 OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 12 TERMINATION OF AGREEMENT

12.01 Termination for Cause: This Agreement may be terminated by either party upon ten (10) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the terminating party and such failure is not fully cured prior to the expiration of the notice period.

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

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

ARTICLE 13 DISPUTE RESOLUTION

13.01 Government Code Chapter 2260 Controls: Services Provider's claims for breach of this Agreement that are not resolved informally are governed by Texas Government Code, Chapter 2260, as it may be amended from time to time, unless preempted by other applicable law. The submission, processing and resolution of Services Provider's claims is governed by rules adopted by the Texas Attorney General at 1 Tex. Admin. Code, Chapter 68, as currently effective or subsequently amended.

13.02 Owner's Representative: The Owner designates the Vice President of Facility Management, as its representative in dispute resolution procedures.

ARTICLE 14 INSURANCE

14.01 Insurance: For services performed on Owner's premises, the Services 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	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Comprehensive General Liability	
-Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
-Property Damage	\$1,000,000 each occurrence

Comprehensive Auto Liability	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

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

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

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

ARTICLE 15 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 16 HISTORICALLY UNDERUTILIZED BUSINESSES

The Owner has adopted Appendix Three, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Services Provider, as a material provision of the Agreement, must comply with the requirements of the Policy and adhere to any HUB Subcontracting Plan submitted with Services Provider's Proposal. No changes to the HUB Subcontracting Plan can be made by the Services Provider without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 17 MISCELLANEOUS PROVISIONS

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

17.02 **Independent Contractor:** Services Provider acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Services

Provider or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Services Provider is responsible for all income taxes required by applicable law.

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

17.04 Successors and Assigns. The Owner and the Services Provider, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Agreement. This Agreement is a personal service contract for the services of Services Provider, and Services Provider's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Agreement are, however, assignable by Owner.

17.05 Subcontracting: The Services Provider agrees not to subcontract any part of the work without the prior written consent of Owner. If subcontracting is permitted, the Services Provider must identify the subcontractor(s) to Owner prior to any subcontractor beginning work. Submission and approval of a Historically Underutilized Businesses (HUB) Sub Contractor Plan is considered consent under this Article.

17.06 Loss of Funding: Performance by Owner under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Services Provider and Owner may terminate this Agreement without further duty or obligation hereunder. Services Provider acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

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

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

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

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

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

17.12 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.

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

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

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

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

17.17 Governing Law: This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Travis County, Texas.

17.18 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Agreement or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Agreement.

17.19 Limit of Liability: The total aggregate liability of Services Provider arising out of the performance or breach of this Agreement shall not exceed the total amount of the compensation paid to Services Provider under this Agreement. Notwithstanding any other provision of this Agreement, Services Provider shall have no liability to the Owner for contingent, consequential or

other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this paragraph shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Services Provider, its employees or sub consultants.

ARTICLE 18 NOTICES

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

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

- (1) If to Owner: John A Roan
UT Southwestern Medical Center at Dallas
Dallas, Texas 75390
Fax: 214-648-3944
- (2) With Copies to: Kirby Vahle
UT Southwestern Medical Center at Dallas
Dallas, Texas 75390
Fax: 214-648-9177
- (3) If to Services Provider: _____

Fax: _____

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

OWNER:

SERVICES PROVIDER:

**THE UNIVERSITY OF TEXAS SOUTHWESTERN
MEDICAL CENTER AT DALLAS**

By: _____

By: _____

Name: John Roan

Name: _____

Title: Executive Vice President for Business Affairs

Title: _____

Date: _____

Date: _____

EXHIBITS

Exhibit A - Scope of Work and Schedule of Billing Rates

Appendix Three - Policy on Utilization of Historically Underutilized Business

APPENDIX THREE - HUB SUBCONTRACTING PLAN

**POLICY ON UTILIZATION
HISTORICALLY UNDERUTILIZED
BUSINESSES

PROFESSIONAL SERVICES**



Policy on Utilization of Historically Underutilized Businesses (HUBs)

CONTENTS

Policy on Utilization of Historically Underutilized Businesses (HUBs)

Summary of Requirements / Historically Underutilized Business (HUBs) Subcontracting Plan

- *Summary of Attachments Required from Respondents*
- *Letter of Transmittal / Professional Services*
- *Letter of HUB Commitment (indefinite duration/indefinite quantity contracts)*
- *HUB Subcontracting Plan (HSP)*
- *Section 3 – 8 (Good Faith Effort – Subcontractor Selection)*
- *Self Performance Justification*
- *HUB Subcontracting Plan Prime Contractor Progress Assessment Report*
(Required of successful respondent for payment requests only)

Minority and Trade Organizations contact information

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

SUMMARY OF REQUIREMENTS
Historically Underutilized Business (HUBs) Subcontracting Plan

It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUBs) in all contracts. Accordingly, The University of Texas System has adopted “**APPENDIX THREE, 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 Southwestern Medical Center at Dallas (“University”) will indicate in the purchase solicitation (e.g. RFQ, RFP, or CSP) whether or not U. T. System 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, The University of Texas Southwestern Medical Center at Dallas 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 The University of Texas Southwestern Medical Center at Dallas, 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, The University of Texas Southwestern Medical Center at Dallas 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 Southwestern Medical Center at Dallas. **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 Southwestern Medical Center at Dallas shall reject any Response that does not include a fully completed HUB Subcontracting Plan, as required. **An incomplete HUB Subcontracting Plan is considered a material failure to comply with the solicitation for proposals.**
10. Changes to the HUB Subcontracting Plan. Once a Respondent’s HUB Subcontracting Plan is accepted by U. T. System and becomes a provision of the contract between Respondent and U. T. System, 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 The University of Texas Southwestern Medical Center at Dallas for review; (c) The University of Texas Southwestern Medical Center at Dallas (including The University of Texas Southwestern Medical Center at Dallas HUB Coordinator) approves Respondent’s proposed changes to its HUB Subcontracting Plan; and (d) The University of Texas Southwestern Medical Center at Dallas and the Respondent amend their contract (via a writing signed by authorized officials of both parties) in order to replace the contract’s existing HUB Subcontracting Plan with a revised HUB Subcontracting Plan containing the changes approved by U. T. System.
11. Expansion of Work. If, after entering into a contract with a Respondent as a result of a purchase solicitation subject to the Policy, The University of Texas Southwestern Medical Center at Dallas 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 The University of Texas Southwestern Medical Center at Dallas”), will determine if the Additional Work contains probable subcontracting opportunities not identified in the initial purchase solicitation for that contract. If The University of Texas Southwestern Medical Center at Dallas determines that probable subcontracting opportunities exist for the Additional Work, then the Respondent must submit to The University of Texas Southwestern Medical Center at Dallas 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 (The University of Texas Southwestern Medical Center at Dallas including The University of Texas Southwestern Medical Center at Dallas HUB Coordinator) before (a) the contract may be amended by The University of Texas Southwestern Medical Center at Dallas 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 The University of Texas Southwestern Medical Center at Dallas for any Additional Work (i) without complying with 34 TAC Section 20.14 or (ii) before The University of Texas Southwestern Medical Center at Dallas 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 The University of Texas Southwestern Medical Center at Dallas. As a result of such breach, The University of Texas Southwestern Medical Center at Dallas 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 The University of Texas Southwestern Medical Center at Dallas 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 The University of Texas Southwestern Medical Center at Dallas 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 Southwestern Medical Center at Dallas 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, U.T. System, 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 Vernon Mullen, Director for HUB Programs, The University of Texas Southwestern Medical Center at Dallas Administration, 214-648-4344.

**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. The University of Texas Southwestern Medical Center at Dallas 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. The University of Texas Southwestern Medical Center at Dallas 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		X	X	

miscellaneous services.				
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

Mr. Michael Caruso
The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, Texas 75390-9099

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

Dear Mr. Caruso,

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

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

(BUSINESS LETTERHEAD)

Date

Mr. Michael Caruso
The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.
Dallas, TX 75390-9099

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

Dear Mr. Caruso:

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

(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



HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

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

**Contract/Requisition
Number:**

Date of Award:

Object Code:

(mm/dd/yyyy)

(Agency Use Only)

Contracting Agency/University Name:

**Contractor (Company)
Name:**

State of Texas VID #:

Point of Contact:

Phone #:

Reporting (Month) Period:

Total Amount Paid this Reporting Period to Contractor:

3

—

Report HUB and Non-HUB subcontractor information

[illegible]

Signature: _____ Title: _____ Date: _____

Printed Name: _____

***Note: HUB certification status can be verified on-line at:**

<http://www2.cpa.state.tx.us/cmbi/hubonly.html>

Rev 10/07

**TEXAS MINORITY ORGANIZATIONS
AND CONTACT LIST**
***Texas Association of Mexican American Chambers of
Commerce***

<u>Chamber</u>	<u>Address</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Camara de Comercio Hispana de Amarillo	P.O. Box 1861	Amarillo	79105	806-379- 8800	806-376- 8800	cacha@cacha.org
Arlington Hispanic Chamber of Commerce	P.O. Box 2200	Arlington	76004	817-461- 8815	817-795- 9499	info@hispanic-chamber.org
Greater Austin Hispanic Chamber of Commerce	3000 S. IH 35, Ste 305	Austin	78704	512-476- 7502	512-476- 6417	member@hispanicaustin.com
Hispanic Chamber of Commerce of Greater Baytown	P.O. Box 815 1400 W.	Baytown	77522	281-422- 6908	281-486- 4802	www.baytownhcc.com
Bee County Area Hispanic Chamber of Commerce	Corpus Christi, Ste 15	Beeville	78102	361-362- 6010	361-362- 6019	
Corpus Christi Hispanic Chamber of Commerce	P.O. Box 5523	Corpus Christi	78465	361-887- 7408	361-888- 9473	www.cchispanicchamber.org
Greater Dallas Hispanic Chamber of Commerce	4622 Maple Ave, Ste 207	Dallas	75219	217-521- 6007	214-520- 1687	www.gdhcc.com
Denton Hispanic Chamber of Commerce	2412 Old North Rd., Ste 104	Denton	76205	940-484- 0036	940-483- 1939	
Eagle Pass Hispanic Chamber of Commerce	P.O. Box 3040	Eagle Pass	78852	830-757- 2704	830-757- 2703	
Edinburg Hispanic Chamber of Commerce	P.O. Box 4073	Edinburg	78540	956-383- 5163	956-383- 7111	
El Paso Hispanic Chamber of Commerce	201 E. Main Ste 100	El Paso	79901	915-566- 4066	915-566- 9714	cindyramosdavidson@ephcc.org
Fort Stockton Hispanic Chamber of Commerce	106 N. Main	Fort Stockton	79735	915-336- 8536	915-336- 2152	cashexpress@ftstocketon.net
Fort Worth Hispanic Chamber of Commerce	1327 N. Main	Fort Worth	76106	817-625- 5411	817-625- 1405	www.fwhcc.org
Grand Prairie Hispanic Chamber of Commerce	114 NE 4th St.	Prairie	75050	972-642- 2621	972-642- 4116	gphcc@aol.com
Harlingen Hispanic Chamber of Commerce	P.O. Box 530967 2900	Harlingen	78553	956-421- 2400	956-364- 1879	hccoc@xanadu2.net
Houston Hispanic Chamber of Commerce	Woodridge Dr. Ste 312	Houston	77087	713-644- 7070	716-644- 7377	www.houstonhispanicchamber.com
Kleberg County Hispanic Chamber of Commerce	111 N. 5th St.	Kingsville	78363	361-592- 2708	361-592- 8540	
Laredo Chamber of Commerce	P.O. Box 790	Laredo	78402	956-722- 9895	956-791- 4503	www.laredochamber.com
Caldwell County Hispanic Chamber of Commerce	P.O. Box 147	Lockhart	78644	512-507- 9562	512-357- 1472	www.lockharthispanicchamber.org
Lubbock Hispanic Chamber of Commerce	1302 Main, Ste 102	Lubbock	79401	806-762- 5059	806-763- 2124	www.lubbockhispanicc.org
McAllen Hispanic Chamber of Commerce	P.O. Box 721025 208 S.	McAllen	78504	956-928- 0060	956-928- 0073	www.mhcc.net
Midland Hispanic Chamber of Commerce	Marienfield Ste 100	Midland	79701	432-682- 2960	432-687- 3972	www.midlandhcc.com
Greater Hispanic Chamber of Commerce of Comal County	1115 Mahan Circle	New Braunfels	78130	512-428- 1729	512-912- 8499	
Mexican American Network of Odessa (MANO)	P.O. Box 2309	Odessa	79760	432-335- 0250	432-337- 6266	manoinc@nwol.net
Greater Pleasanton-Atascosa Hispanic Chamber of Commerce	Rt. 1, Box 55JF	Pleasanton	78064	210-824- 9096	210-822- 3636	
Golden Triangle Hispanic Chamber of Commerce	3046 Procter St	Port Arthur	78642	409-983- 1169	409-983- 2329	www.gthcc.org
Rio Grande City Chamber of Commerce	P.O. Box 2 318 W.	Rio Grande City	78582	956-487- 3024	956-716- 8560	
San Antonio Hispanic Chamber of Commerce	Houston Ste 300	San Antonio	78205	210-225- 0462	210-225- 2485	www.sahcc.org
San Marcos Hispanic Chamber of Commerce	P.O. Box 1051	San Marcos	78667	512-353- 1103	512-353- 2175	www.sanmarcoshispanic.com
Seguin-Guadalupe County Hispanic Chamber of Com	P.O. Box 1154	Seguin	78155	830-372- 3151	830-372- 3151	shcc@axs4u.net
Greater Victoria Hispanic Chamber of Commerce	221 S. Main	Victoria	77901	361-575- 7100	361-575- 7100	

Cen-Tex Hispanic Chamber of Commerce	501 Franklin Ste 806	Waco	76710	254-754-7111	254-754-3456	www.wacohispanicchamber.com
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Texas Black Chambers of Commerce

<u>Chamber</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Abilene Black Chamber of Commerce	P.O. Box 3572	Abilene	79604	915-673-4741	915-673-4743	blackcha@camalott.com
Across Home Citizens Chamber of Commerce	6130 Wheatley St.	Houston	77091	713-692-7003	713-692-1183	afamnews@pdq.net
African American Chamber of Commerce of San Antonio	1717 N Loop 1604 East, Ste 220	San Antonio	78232	210-490-1624	210-490-5294	blackchamber@aol.com
African American Chamber of Commerce of Victoria	1501 E. Mockingbird, Ste 104	Victoria	77904	361-575-2061	361-570-3696	info@aaccv.com
Alamo City Chamber of Commerce	600 Hemisfair Plaza Way, #406-10	San Antonio	78205	210-226-9055	210-226-0524	info@alamocitychamber.org
Atlanta Negro Chamber of Commerce	P.O. Box 194	Atlanta	75551	903-796-9647	Call First	
Black Chamber of Commerce of Permian Basin	P.O. Box 1006	Odessa	79760	915-332-5812	915-333-7858	
Capitol City African American Chamber of Commerce	5407 N. IH 35, Ste 304	Austin	78723	512-459-1181	512-459-1183	
Central Texas African American Chamber of Commerce	P.O. Box 2516	Harker Heights	76548	254-698-7477	254-698-5991	mncch@vvm.com
Corpus Christi Black Chamber of Commerce	5658 Bear Lane	Corpus Christi	78408	361-298-2712	361-289-3006	tshadow@davlin.net
Dallas Black Chamber of Commerce	2838 Martin Luther King Jr. Blvd	Dallas	75216	214-421-5200	214-421-5510	rgates@dbcc.org
Denton Black Chamber of Commerce	602 S. Elm	Denton	76201	972-434-3811	940-382-9695	info@dentonblackchamber.org
El Paso Black Chamber of Commerce	109 N. Oregon, Ste 212	El Paso	79901	915-534-0570	915-534-0561	
Ennis Negro Chamber of Commerce	P.O. Box 1036	Ennis	75120	972-878-0068	Call First	
Fort Worth Metropolitan Black Chamber of Commerce	1150 S. Freeway, Rm 211	Fort Worth	76140	817-870-6538	817-332-6438	info@metrobcc.com
Heart of Texas Black Chamber of Commerce	P.O. Box 1485	Waco	76703	254-799-6923	254-412-0988	
Houston Citizens Chamber of Commerce	2808 Wheeler	Houston	77004	713-522-9745	713-522-5965	
Longview Metro Black Chamber of Commerce	303 Webb	Daingerfield	75638	903-645-3932	903-645-7565	
Lubbock Black Chamber of Commerce	P.O. Box 1115	Lubbock	74408	806-763-0144	806-762-1125	
Entrepreneurs, Inc.	P.O. Box 50473	Midland	79710	915-682-2864	915-684-6422	mbce@swbell.net
Midland Black Chamber of Commerce	P.O. Box 763926	Dallas	75376	214-871-3060	214-871-3020	naaacc@mail.com
National Assoc. of African American Chambers of Commerce	P.O. Box 2875	Prairie View	77446	936-931-5875	936-931-1082	gdarby@swbell.net
Praire View Chamber of Commerce	600 Sowell Lane	Texarkana	75505	903-831-3969	903-832-6729	tbcc@cablone.net
Texarkana Black Chamber of Commerce	100 E. Ferguson, St 1013	Tyler	75702	903-593-9538	903-593-9058	tylermetro@aol.com

Associated General Contractors

<u>Chapter</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Abilene AGC	1326 G South 14th	Abilene	79602	325-676-7447	325-676-0107	wtaqc@wtaqc.org
	P.O. Box 5365	Abilene	79608			
Lubbock AGC	3004 B 50th St.	Lubbock	79413	806-797-8898	806-796-7115	lubbockagc@nts-online.net
	P.O. Box 6265	Lubbock	79493			

Midland AGC	1030 Andrews Hwy, 105	Midland	79701	432-520-2220	432-520-2226	midlandagc@apex2000.net
Wichita Falls AGC	P.O. Box 7433 3100 Seymour Hwy., 214	Midland Wichita Falls Wichita Falls	79708 76301 76301	940-322-0100	940-322-2344	wfaqc@wfw.net
Austin AGC	P.O. Box 3434 609 South Lamar Blvd	Austin	78704	512-442-7887	512-442-3503	philt@agcaustin.org
Houston AGC	3825 Dacoma St	Houston	77092	713-843-3700	713-843-3701	jerry.n@agchouston.org
QUOIN a Chapter of AGC	P.O. Box 662 11111 Stemmons Fwy	Houston Dallas	77091 75229	972-647-0697	972-247-1930	quoin@quoin.org
Rio Grande Valley AGC	P.O. Box 391	Harlingen	78551	956-423-4091	956-423-0174	vaughn@rgvagc.org
San Antonio AGC	10806 Gulfdale	San Antonio	78216	210-349-4921	210-349-4017	mcmurry@sanantoniogagc.org
El Paso AGC	4625 Ripley Dr.	El Paso	79922	915-585-1533	915-585-1622	

Other Minority Organizations

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Tarrant County Asian American Chamber of Commerce		Arlington		817-212-2690		tcaacc@tcaacc.org
Women's Business Council		Arlington		817-299-0566	817-299-0949	ementhe@wbcsouthwest.org
Pan Asian American Chamber of Commerce Southwest		Arlington		817-543-4299	817-469-9485	gmcdermott@uspaa-cc-sw.com
Austin Asian American Chamber of Commerce	8711 Burnet Rd., Ste A-15	Austin	78757	512-407-8240	512-407-8233	
The Woman's Chamber of Commerce of Texas	P.O. Box 26051 4100 Ed	Austin	78755	512-338-0839	512-338-1614	
Asian Construction Trades Association	Bluestein 6448 Highway 290 East, Suite E107	Austin	78721	512-926-5400	512-926-5410	
Austin Black Contractors Association	4100 Ed	Austin	78723	512-927-8290	512-467-9808	
Hispanic Contractors Association of Austin	Bluestein	Austin	78721	512-929-3363	512-929-3368	
National Association of Women in Construction	14101 W. Hwy 290 11171 Harry Hines Blvd,	Austin	78737	512-922-5395		bross@qnsi.net
Greater Dallas Asian American Chamber of Commerce	#115	Dallas	75229	972-241-8250	972-241-8270	chott@gdaacc.com
Greater Dallas Korean Chamber of Commerce		Dallas		972-484-5115	972-481-9603	admin@koreanchamber.org
Hispanic Contractors of DFW	2818 Ruder St	Dallas	75212	214-954-1088	214-954-1098	
Black Contractors Association		Dallas		214-260-9357		info@bcadallas.org
DFW Minority Business Development		Dallas		214-688-1612	214-688-1753	lcrawford@dmbdc.com
African Chamber of Commerce of DFW		Dallas		214-421-6155	214-421-6158	accdfw@juno.com
DFW Minority Business Development Council		Dallas		214-630-0747	214-637-2241	Bill@dfwmbdc.com
Fort Worth Women's Business Center		Fort Worth		817-871-6006	817-871-6031	mtippen@fwbac.com
Taiwanese Chamber of Commerce of DFW		Fort Worth		817-261-6668		
Odessa Plan Room	2706 Henderson Ave	Odessa	79764	432-337-0912	432-580-0910	
El Paso Community College Contract Opportunities Ctr		El Paso		915-831-7747	915-831-7755	pabloa@epcc.edu
Hispanic Contractors de San Antonio	4047 Naco Perrin, Ste 201-B 12758	San Antonio	78217	210-444-1100	210-444-1101	info@hcsa.com
Alamo Asian American Chamber of Commerce	Cimarron Path, Ste 118	San Antonio	78249	210-641-6003	210-641-8279	echan@unitech.com

Chamber of Commerce		Tyler		903-593-2004		tgm@tedc.org
Concho Valley Plan Room	818 N. Bell	San Angelo	76905	325-655-3539	325-653-3757	
Central South Texas Minority Business Council	912 Bastrop Hwy. Ste 101	Austin	78741	512-386-8766	512-386-8988	dinah@cstmbsc.org
Texas Association of Mexican American Chambers of Commerce		Austin		512-444-5727	512-444-4929	carlosm@tamacc.org
American Indian Chamber of Commerce of Texas	10425 Olympic Drive	Dallas	75220	214-352-6005	214-357-9435	g
American Indian Chamber of Commerce of Texas	1205 Country Club Lane	Fort Worth	76112	817-429-2323	817-451-3575	

Selected List of HUB Resources on Web

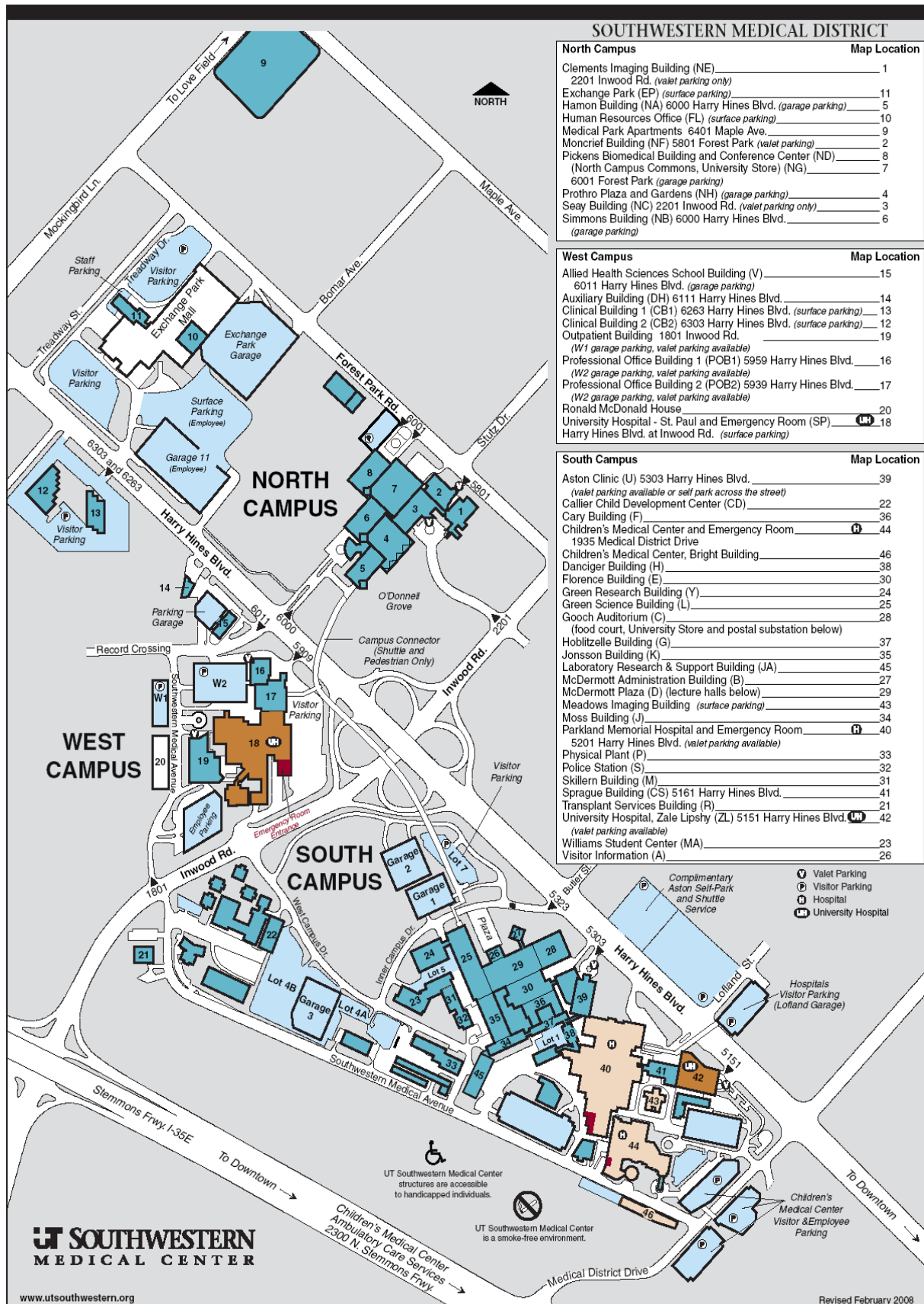
<u>Agency/Organization</u>	<u>Resource</u>	<u>Web Site</u>
Texas Association of African American Chambers of Commerce:	Listing of African American chambers in Texas	http://www.taaacc.org
Texas Association of Mexican American Chambers of Commerce:	Listing of Hispanic Chambers in Texas	http://www.tamacc.org/chambers/index.html
Texas Women's Chamber of Commerce:	Database of selected women owned businesses	www.womenschambertexas.com
Texas Asian Chamber of Commerce:	Database of selected Asian owned businesses	www.txasianchamber.org
Greater Dallas Asian American Chamber of Commerce:	Database of selected Asian owned businesses	www.gdaacc.com
Austin Asian-American Chamber of Commerce	Database of selected Asian owned businesses	www.austinaacc.org
Tarrant County Asian American Chamber of Commerce:	Database of selected Asian owned businesses	www.tcaacc.org
(Houston) Asian Chamber of Commerce:	Database of selected Asian owned businesses	www.asianchamber-hou.org
U. S. Department of Commerce Minority Business Development Agency	Listing of minority business development centers	http://www.mbda.gov/?section_id=1&parent_bucket_id=151&content_id=2267

Plan Rooms

<u>Organization</u>	<u>Address</u>	<u>City</u>	<u>ZIP</u>	<u>Phone</u>	<u>FAX</u>	<u>Contact</u>
City of Austin Dept. of Small & Minority Business Resources Office	4100 Ed Bluestein Blvd.	Austin	78721	512-974-7799	512-974-7622	Devetta Martinez
Austin Black Contractors Association	4100 Ed Bluestein Blvd.	Austin	78721	512-927-8290	512-467-9808	Carol Hadnot
D/FW Minority Business Development Council	Stemmons Freeway	Dallas	75207	214-630-0747	214-637-2241	Bill Hunter
City of San Antonio Small Business Outreach	1901 South Alamo, Ste 283	San Antonio	78204	210-207-3900	210-207-3909	Courtney McClure
Houston Minority Business Development Center	2900 Woodridge, Ste 310	Houston	77087	713-644-0821	713-644-3523	Milton Thibodeaux
Austin Minority Trades Association	4100 Ed Bluestein Blvd.	Austin	78721	512-927-8290	512-467-9808	Joe Vera

Asian Construction Trades Association	4100 Ed Bluestein Blvd. 11111	Austin	78721	512-926- 5400	512-926- 5410	Thang Bu
Dallas Associated General Contractors	Stemmons Freeway 1359	Dallas	75229	972-247- 9962	972-247- 1930	
El Paso Community College Contract Opportunities Center	Lomaland, Room 521	El Paso	79935	915-831- 7747	915-831- 7755	Paul Armendariz
McGraw Hill Construction	9155 Sterling, Ste 160	Irving	75063	214-819- 1400	972-819- 1409	
El Paso Hispanic Chamber of Commerce	201 E. Main St., Ste 100	El Paso	79901	915-566- 4066	915-566- 9714	Cindy Ramos- Davidson
Houston Associated General Contractors	3825 Dacoma St.	Houston	77092	713-843- 3700	713-843- 3701	
San Antonio Associated General Contractors	10806 Gulfdale 4101	San Antonio	78216	210-349- 4921	210-349- 4017	
McGraw Hill Construction	Greenbriar, Ste 320	Houston	77098	713-529- 4895	713-524- 7639	
Builders Exchange of Texas, Inc.	4047 Naco Perrin	San Antonio	78216	210-564- 6900	210-564- 6901	
Rio Grande Valley Associated General Contractors	6918 W. Expressway 83	Harlingen	78552	956-423- 4091	956-423- 0147	Perry Vaughn
South Texas Minority Business Opportunity Committee	2412 S. Clossner	Edinburg	78539	956-292- 7555	956-292- 7561	Johnny Cisneros
Texas Center for Border Economic & Enterprise Dev. (CEED)	301 Mexico Blvd. Room F6A	Brownsville	78520	956-548- 8741	956-548- 8750	Rosalie Manzano

APPENDIX FOUR - CAMPUS MAP



VENDOR'S AFFIRMATION

This sheet must be completed, signed, and returned by Vendor.

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITH REQUEST FOR QUOTE/BID MAY PREVENT THE ISSUANCE OF A PURCHASE ORDER OR CONTRACT.

1. By signature hereon, Vendor affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this order or contract. Failure to sign hereon, or signing with a false statement, shall void the order or any resulting contracts, and the Vendor shall be removed from all bid lists at this Agency.
2. By signature hereon, a corporate Vendor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at The University of Texas Southwestern Medical Center at Dallas' option may result in cancellation of any resulting contract or purchase order.
3. By signature hereon, the Vendor hereby certifies that neither the Vendor nor the firm, corporation, partnership or institution represented by the Vendor, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq. bid/proposal, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid/proposal made to any competitor or any other person engaged in such line of business.
 - 3.1 In connection with contracts for goods or services equal to or in excess of \$25,000 and all non-procurement transactions, by signature hereon, Vendor certifies that neither the Vendor nor its Principals are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from the award of contracts from United States ("U.S.") federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. "Principals" means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment and similar positions.) Vendor shall provide immediate written notification to The University of Texas Southwestern Medical Center at Dallas if, at any time prior to award, Vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed when making an award. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition of the other remedies available, The University of Texas Southwestern Medical Center at Dallas may terminate the contract resulting from this solicitation for default.
4. By signature hereon, Vendor agrees to comply with all specifications, requirements, terms, and conditions set forth herein and on any attachments hereto. Vendor guarantees that products or services offered will meet or exceed the advertised specifications.
5. By signature hereon, Vendor certifies that all statements and information prepared and submitted in response to this Affirmation document are current, complete and accurate.
6. By signature hereon, Vendor certifies that the individual signing this document and the documents made part of the Contract is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract which may result from the submission of this Affirmation. If Vendor is a franchise, full data must be provided to identify the franchise, the date of franchise expiration, and certify he/she remains in good standing.
7. By signature hereon, Vendor certifies that if a Texas address is shown as the address of the Vendor, Vendor qualifies as a Texas Resident Vendor as defined in Rule 1 TAC 113.6(b)

(2) (E). In the case of tie bids the award will be made in accordance with Rule 1 TAC 113.6(b) (3) (4).

Check below if preference claimed under Rule 1 TAC 113.6(b) (3)

☐ Agricultural product produced or grown in Texas ☐ Produced in USA
☐ Produced in Texas and/or offered by Texas Vendor ☐ No preference claimed.

8. By signature hereon Vendor certifies it qualifies in one of the below categories as defined by the State of Texas.

8.1 Vendor is a Small Business (as defined by House Bill 366, 64th Legislature), and claims the following status:

☐ (100) Small Business, Non-HUB	☐ (160) Non-minority, Female, Small Business
☐ (130) Disabled Person, Small Business	☐ (171) Asian Pacific American, Male, Small Business
☐ (141) Black American, Male, Small Business	☐ (172) Asian Pacific American, Female, Small Business
☐ (142) Black American, Female, Small Business	☐ (181) American Indian, Male, Small Business
☐ (151) Hispanic American, Male, Small Business	☐ (182) American Indian, Female, Small Business
☐ (152) Hispanic American, Female, Small Business	

8.2 Vendor is not a small business as defined above and claims the following status:

☐ (300) Disabled Person	☐ (701) Asian Pacific American, Male
☐ (401) Black American, Male	☐ (702) Asian Pacific American, Female
☐ (402) Black American, Female	☐ (801) American Indian, Male
☐ (501) Hispanic American, Male	☐ (802) American Indian, Female
☐ (502) Hispanic American, Female	☐ (900) None of the above
☐ (600) Non-minority, Female	

8.3 Vendor is to indicate below if they are certified by the Texas Building and Procurement Commission.

☐ YES, Vendor is certified by the Texas Building and Procurement Commission.

8.4 Vendor is:

☐ A Non-Resident Vendor (e.g., does not maintain a permanently staffed full time office in Texas).

☐ A Resident Vendor (e.g., does maintain a permanently staffed full time office in Texas).

☐ Anticipating the use of Texas Non-Resident firms as sub-contractors and will provide information of such sub-contracts, when requested.

☐ Not anticipating the use of Texas Non-Resident firms as sub-contractors.

9. By signature hereon, Vendor certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Vendor and an employee of any University of Texas component, or Vendor has not been an employee of any University of Texas component within the immediate twelve (12) months prior to the date of this purchase order or contract. In the event such relationship does exist, full disclosure must be made prior to entering into a contract with The University of Texas Southwestern Medical Center at Dallas. All such disclosures will be subject to administrative review and approval prior to The University of Texas Southwestern Medical Center at Dallas executing a contract with Vendor.

10. By signature hereon, Vendor affirms that it has not received compensation for participation in the preparation of the specifications for this transaction. (Reference Section 3.102, Article 601b, V.T.C.S.)
11. Under Texas Family Code, Section 14.52, a sole proprietorship, partnership, corporation, or other entity in which a sole proprietor, partner, a majority shareholder of a corporation, or an owner of 10% or more of an other business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is not eligible to bid on or receive a state contract. By signature hereon, Vendor certifies that it is eligible to bid and/or receive a state contract.
12. **OSHA COMPLIANCE**
Vendor represents and warrants that all articles and services furnished under this Contract meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the Contract date.
13. **CERTIFICATION OF NONSEGREGATED FACILITIES & EQUAL EMPLOYMENT OPPORTUNITIES COMPLIANCE**
If this bid will exceed \$10,000.00 or if the Vendor anticipates or has a history of exceeding \$10,000.00 in sales to The University of Texas Southwestern Medical Center at Dallas within a continuous twelve (12) month period, the acceptance of this document will signify its compliance with the provisions of Section 202 of Executive Order No.11246 pertaining to Equal Employment Opportunities, effective September 24, 1965; as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C 4212). The signing will also serve as written affirmation of the following **CERTIFICATION OF NONSEGREGATED FACILITIES**. By the acceptance of an order, the Vendor, offeror, applicant or subcontractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Vendor, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Vendor further agrees that except where it has contracts prior to the award with subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, Vendor will retain such certifications in its files, and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES** -a Certification on Nonsegregated Facilities must be submitted prior to the award of subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).
14. **NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**
AFFIRMATIVE ACTION COMPLIANCE
In addition to the above certification, if the contract exceeds \$50,000.00 the awarded Vendor must, upon The University of Texas Southwestern Medical Center at Dallas' request, provide a copy of its written Civil Rights "Affirmative Action Compliance Program." If a Vendor is NOT required to have such a written program, it must so state and indicate the reason it is not required to have such a written program.
15. **DISPUTE RESOLUTION**
The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by The University of Texas Southwestern Medical Center at Dallas and (Contracting Party) to attempt to resolve all disputes that may arise from the issuance of a contract or purchase order. The (Contracting Party) must give written notice to The

University of Texas Southwestern Medical Center at Dallas of a claim for breach of a (Contract) not later than the 180th day after the date of the event giving rise to a claim. The (Contracting Party) acknowledges and knowingly and voluntarily agrees that neither the execution of a (Contract) by The University of Texas Southwestern Medical Center at Dallas, nor the conduct, action, or inaction by any person in the execution, administration, or performance of this (Contract) constitutes or is intended to constitute a waiver of The University of Texas Southwestern Medical Center at Dallas's or the state's immunity from suit.

16. By signature hereon, Vendor warrants that it will, in writing citing any and all open orders by number, notify this Agency of changes to any affirmations or certifications contained herein within thirty (30) days of such change.

If any additional information is required regarding these requirements, please contact The University of Texas Southwestern Medical Center at Dallas' Purchasing Department PRIOR to execution.

VENDOR NAME

DATE

BY (ORIGINAL SIGNATURE)

COMPTROLLER I.D. NO. OR FEI
NO. or SSN

TYPED/PRINTED NAME & TITLE

TELEPHONE NUMBER

CORPORATE VENDORS SHALL FURNISH THE FOLLOWING INFORMATION:

WHERE INCORPORATED

CHARTER NUMBER

SOLE OWNER'S SOCIAL SECURITY NUMBER