REQUEST FOR QUALIFICATIONS
RFQ 769-20-950DL

SECTION 1
GENERAL

1.1 SCOPE

The University of North Texas System (UNTS) is soliciting statements of qualifications from firms (hereafter referred to individually as a RESPONDENT or collectively as the RESPONDENTS) with an established history of providing high quality and cost effective methods to plan, finance, design, and construct in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (RFQ) for UNTS that may need the stated services. It is the intention of this solicitation is for UNTS to qualify firm(s) for potential future Public Private Partnership opportunities. If selected for a particular project, UNTS to negotiate an agreement with the qualified RESPONDENT to perform some or all of the services required in this RFQ. Projects could be located on University of North Texas System Institution campus. Campuses are currently located in Denton, Tarrant, Dallas, and Collin counties. If the RESPONDENT is selected to perform services on a particular project, depending on the method of construction financing proposed by the RESPONDENT and approved by UNTS or appropriate Institution, UNTS or Institution will either (i) enter into a long-term ground lease with RESPONDENT or an affiliated entity for performance of the services on the UNTS land, or (ii) enter into a long-term ground lease with a nonprofit entity, which will then contract with the RESPONDENT for performance of the services on UNTS land.

By submitting a response, each RESPONDENT certifies that it understands this RFQ and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed.

1.2 BACKGROUND

University of North Texas System - includes the University of North Texas in Denton, the University of North Texas Health Science Center in Fort Worth and the University of North Texas at Dallas. UNTS is the only university system based exclusively in the robust Dallas-Fort Worth region and we are committed to transforming lives and creating economic opportunity through education. Over the past decade, combined UNTS enrollment has grown by more than 25 percent to nearly 44,000 students. UNT System institutions award more than 11,000 degrees each year – including the largest number of master’s and doctoral degrees in the DFW region. As DFW’s university system, UNT World offers a wide range of degree programs and academic initiatives across our campuses. With more than 300 bachelor’s, master’s and doctoral degree programs, as well as convenient campus locations and teaching centers located throughout North Texas, our system provides a wide array of opportunities.

University of North Texas - The Mean Green family is a community that combines creativity and caring to provide an extraordinary educational environment where we go the extra mile to help our diverse student body. To achieve our vision, we will work together to solve complex issues and find ways to empower our students to succeed in the face of a rapidly changing world. This challenge calls on us to become more nimble and collaborative as an institution. Because we are a caring, creative campus, we value important connections that happen through collaboration, interdisciplinary engagement, connectivity, and synergistic solutions to challenges at our university, in DFW, and beyond. Thus, we will dedicate ourselves to creating a stronger collaborative environment where we
hear and respond to the voices of our diverse internal and external communities to empower our students and meet the needs of Texas. The cross-cutting synergies and connectivity created by building a culture of collaboration will drive our success across all planning areas, and enhance our reputation as an innovative, next generation institution.

**University of North Texas Health Science Center** - UNT Health Science Center is one of the nation’s premier graduate academic medical centers, with six schools that specialize in patient-centered education, research and health care. Keeping patients at the center of our efforts in education, research and care. We train tomorrow’s health care providers. Since 2002, *U.S. News and World Report* has called the Texas College of Osteopathic Medicine one of the nation’s top 50 medical primary care schools. We graduate the second highest number of primary care physicians (60 percent) of any medical school in the country. Physicians and other health professionals train and practice inter-professionally – a UNTHSC core competency – for the benefit of patients and their families around a “team care” model. We push the boundaries of discovery. Our researchers are working on a blood test to predict older adults’ risk for Alzheimer’s disease. By analyzing how hormones function in the brain, our scientists are identifying how to treat – and possibly even prevent – Alzheimer’s disease and certain cancers. The science of nanoparticles is helping our researchers uncover promising ways to deliver chemotherapy directly to a tumor with fewer side effects for patients. We help make sick people well and keep vigorous people healthy. Our Pediatric Mobile Clinic delivers much-needed care to children in underserved Fort Worth neighborhoods. We create innovative programs for disease prevention and health promotion that deliver care services efficiently, effectively and equitably while minimizing health disparities among populations.

**University of North Texas at Dallas** - With UNT Dallas’ rapidly growing enrollment, educational offerings and physical campus comes the responsibility to plan our future strategically and responsibly. The UNT Dallas administration, along with its dedicated faculty and staff, established four guiding themes for the strategic plan to ensure the university consistently meets and exceeds its long-range goals. Those themes -- Learning and Discovery; Sustainable Growth; Finances and Resources; Quality Experiences for Lifetime Success; and People and Teamwork -- house committees, each charged with establishing specific processes and solutions that align with UNT Dallas’ noble mission and vision.

1.3 **PRIORITIES/EXPECTATIONS**

(a) **Experience.** Each RESPONDENT must demonstrate the capability to provide the highest level of experience to **Ensuring a Quality Level of Service.** This priority encompasses the quality of the level of service that can be provided to all UNTS Institutions in a timely, cost effective manner. UNTS is seeking RESPONDENTS that will ensure the provision of such quality in its delivery of service through proven techniques and established practices.

(b) **Level of Experience and Expertise.** Each RESPONDENT must demonstrate its capabilities in providing the utmost level of experience and expertise to ensure a successful project as determined by UNTS.

(c) **Delivery Efficiency.** Each RESPONDENT must demonstrate its ability to deliver the required services in a timely manner while not sacrificing the quality required by UNTS.

1.4 **Performance Period**

UNTS or Institution, in its sole discretion, may qualify one or more RESPONDENTS setting forth the RESPONDENT’s willingness and availability to perform requested services. The qualification shall be effective as of April 1, 2020. UNTS anticipates that the initial term of such qualification will extend for five (5) years. UNTS may publish future solicitations for specific Public Private Partnership projects if, in its sole discretion, there are no pre-qualified firms from this solicitation that meet the requirements for that project. Any resultant ground lease for development services between UNTS or
Institution and a RESPONDENT and/or its affiliated entities or between UNTS or Institution and a conduit borrower shall be for a term as negotiated by the parties.

SECTION 2
INSTRUCTIONS FOR RESPONDENTS

UNTS is soliciting submittals from qualified firms that have experience in the planning, financing, design and construction of public/private partnership (P3) projects for higher education (the “Services”). Potential P3 could include, but are not limited to, student housing, dining facilities, childcare center, parking and mixed use. UNTS or Institution may qualify multiple firms. If the RESPONDENT is selected to perform Services on a particular project, an agreement will be negotiated. Depending on the method of construction financing proposed by the RESPONDENT and approved by UNTS or Institution, UNTS or Institution will either (i) enter into a long-term ground lease with the RESPONDENT or an affiliated entity for performance of the Services on UNTS land, or (ii) enter into a long-term ground lease with a nonprofit entity, which will then contract with the RESPONDENT for performance of the Services on UNTS land. Additional contracts may be required in connection with the Services to be performed by the RESPONDENT.

This RFQ outlines requirements. Submittals are to be in accordance with the outline and specifications contained herein, are to remain in effect a minimum of 120 days from the date of submission, and may be subject to further extensions as negotiated. A statement to this effect should be contained in each RESPONDENT's cover letter.

Each RESPONDENT selected shall have an excellent track record for providing the Services and shall agree to provide the Services to UNTS or Institution with a top priority commitment. UNTS may select as many RESPONDENTS as needed to ensure coverage at the various Institution locations.

This RFQ contains specific requests for information. RESPONDENTS are encouraged to examine all sections of this RFQ carefully, in that the degree of interrelationship between sections is critical. In responding to this RFQ, RESPONDENTS are encouraged to provide any additional information they believe relevant.

Clause headings appearing in this RFQ have been inserted for convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the respective clauses. Whenever the terms “must”, "shall", "will", "is required", or "are required” are used in the RFQ, the subject being referred to is to be a required feature of this RFQ and critical to the resulting submittal.

In those cases where mandatory requirements are stated, material failure to meet those requirements could result in disqualification of the RESPONDENT's response. Any deviation or exception from RFQ specifications must be clearly identified by the RESPONDENT in its submittal.

Expenses for developing and presenting submittals shall be the entire responsibility of the RESPONDENT and shall not be chargeable to UNTS or Institution. All supporting documentation and manuals submitted with this submittal will become the property of UNTS unless otherwise requested by the RESPONDENT, in writing.

All technical and scope of work questions concerning this RFQ are to be directed to Don Lynch, in writing, at don.lynch@untsystem.edu. RESPONDENTS may not contact other individuals at UNTS or Institution to discuss any aspect of this RFQ, unless expressly authorized by the UNTS Procurement Office to do so. UNTS will publish questions with responses according to the calendar below.
2.1 Calendar of Events *

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>Release of Request for Qualifications</td>
<td>February 4, 2020</td>
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<tr>
<td>Deadline to Submit Questions</td>
<td>February 17, 2020</td>
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<tr>
<td>Release of Response to Questions</td>
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<tr>
<td>Responses Due</td>
<td>March 3, 2020</td>
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<tr>
<td>Potential Interview Notifications</td>
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</tr>
<tr>
<td>Selection of Qualified Respondents</td>
<td>April 2020</td>
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</tbody>
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* UNTS will make every effort to adhere to the above schedule. The schedule, however, is subject to change. This may be in the event that further clarification of responses or terms of contract are in the best interest of UNTS and/or in the event UNTS requires more time to assure that the selection of the RESPONDENT is in accordance with its policies, rules and regulations, as well as actual timing needs.

2.2 Examination of the Request for Proposal

Before submitting, each RESPONDENT will be held to have examined the UNTS requirements outlined in Section 3, and satisfied itself as to the existing conditions under which it will be obligated to perform in accordance with specifications of this RFQ.

No claim for additional compensation will be allowed due to unfamiliarity with the specifications and/or existing conditions. It shall be understood that the RESPONDENT has full knowledge of all of the existing and/or revised conditions and accepts them "as is."

2.3 Submittal Instructions and Delivery of Submittals

Qualifications are due on or before **2:00 p.m. (CST) on March 3, 2020.** Responses must be limited to no more than thirty (30) pages. Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Cover letter will not count as part of the thirty (30) pages as long as the cover letter does not include information on how the work will be performed. All documents should be printed one-sided and submitted in 8 1/2” X 11” page size, portrait style. Proposals received that are late or exceed the number of pages listed above will not be accepted. Provide two (2) copies of the submittal in the form of: one (1) in paper format, loose bound and one (1) electronic format on a virus free CD ROM or flash drive. **Both formats must contain the exact same information.** Missing information from either format may result in UNTS rejection of the response. Overnight carrier or personal delivery to:

Don Lynch  
University of North Texas System  
Business Service Center  
Woodhill Square  
1112 Dallas Drive, Suite 4000  
Denton, TX 76205  
Email or faxed responses will not be accepted.

2.4 Proposal Components

The following documents are to be returned as part of your qualification submittal (Section 3). Failure to include these documents will be basis for response disqualification.

- HUB Participation Plan (Section 2.8)
✓ Qualification Statement (Section 3.3)
✓ Signed Execution of Offer (Exhibit A)
✓ Development Services (Exhibit B)
✓ General Terms and Conditions (Exhibit C)

RESPONDENT shall provide one (1) original, one (1) additional hard copy, and one (1) electronic copy of the complete RFQ response as specified above.

All electronic copies must either be in Microsoft Office software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif and submitted on a CDROM or thumb drive. We prefer image files to already be inserted as part of a document such as a PDF. Individual image files on the electronic media must be clearly named and referenced in your proposal response.

NOTE: The original signature on ONE (1) hard copy will serve as the official signature of record for all electronic copies.

Submittal response package (envelope/box/carton) must indicate on the lower left-hand corner the RESPONDENT’s company name and address, and the RFQ number and opening date.

Submittals are to be submitted as a booklet or in notebook form with appropriate indices. Each submittal should be prepared simply and economically, providing a straightforward concise description of the RESPONDENT’s services, approach and ability to meet UNTS or Institution’s needs as stated in this RFQ.

2.5 Inquiries and Interpretations

Please address your questions concerning this RFQ to:

Don Lynch – Executive Director of System Facilities Administration
University of North Texas System
Office of Facilities Planning & Construction

Please submit solicitation questions to:
don.lynch@untsystem.edu

All questions and answers will be posted to the website by 5:00p.m. CST, February 21, 2020.

The Owner may in its sole discretion respond in writing to questions concerning this RFQ. Only Owner’s responses made by formal written Addendum to this RFQ shall be binding and shall be posted on the UNT System website located at http://www.untsystem.edu/bids. Oral or other written interpretations or clarifications shall be without legal effect.

Do not contact any other individuals from the UNTS or Institutions. This may result in disqualification.

2.6 Selection Process

The selection process starts after the RFQ is posted on the Electronic State Business Daily on the date listed in Selection Schedule. Following this stage, the selection process is as follows:
1. The Owner may conduct formal interviews.

2. The top-ranked firm(s) will be notified on or about the date listed in Selection Schedule.

3. The Owner expects to reach a contractual agreement with the top-rated firm(s) shortly after notification. All documents related to this project shall be and become the property of the Owner.

4. The Owner reserves the right to reject any or all qualifications at any point during this selection process for any reason.

2.7 Public Information Act

(a) RESPONDENT acknowledges that UNTS is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon a UNTS written request, RESPONDENT will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to UNTS in a non-proprietary format acceptable to UNTS. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which UNTS has a right of access.

(c) RESPONDENT acknowledges that UNTS may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

2.8 The University of North Texas System HUB Policy and Participation Plan

It is the policy of the UNTS to involve qualified HUBs to the greatest extent allowed by law in the UNTS construction contracting, professional services, and purchase, lease, or rental of all supplies, materials, services and equipment. All UNTS Institutions are responsible for making a good faith effort to ensure that HUBs are afforded an equitable opportunity to compete for all procurement and contracting activities of the UNTS.

It is the policy of the State of Texas and UNTS to encourage the use of Historically Underutilized Businesses (HUBs) both directly and indirectly in our prime contracts. The goal of the HUB Program is to promote equal access and equal opportunity in UNTS contracting and purchasing.

Subcontracting opportunities are defined as those opportunities contracted with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Respondents are required to submit a HUB Participation Plan describing in detail how they will commit to a “Good Faith Effort” to attract and use State of Texas certified HUB vendors.

A HUB Participation Plan is required to be submitted by each respondent. Failure to submit a comprehensive, acceptable HUB Participation Plan will be considered a material failure to comply with the requirements of this solicitation and may result in rejection of the response.

Respondents shall address the following four (4) while developing your HUB Participation Plan.

- The Respondent shall state whether it is a Texas certified HUB.
- Provide documentation that describes how you intend to locate the HUB vendors for solicitation – Will you use the CMBL listings? Will you advertise in trade organization newsletters or newspapers? Etc.
• Provide a sample solicitation notice letter that will be sent to HUB vendors and trade organizations for the subcontracting opportunities. The notice shall, in all instances, include the scope of work, information regarding location to review plans and specifications, information about bonding and insurance requirements, and identify a contact person.

• Provide a list of the trade organizations or development centers that you intend to work with in your outreach efforts.

Submit the HUB Participation Plan with your RFQ response separately in a sealed envelope and labeled “HUB Participation Plan.” The respondent shall include the RFQ number and respondent’s name on the envelope. The HUB Participation Plan is due at the same time respondent submits the proposal.

Keep in mind as you develop your HUB Participation Plan that this is a very detailed plan outlining your methodology of HUB Participation – a blue print that accurately represents your company’s strategy for evaluation of intent.

Respondents may obtain a list of State of Texas certified HUB vendors that may be capable of performing subcontracting opportunities from the Texas Procurement and Support Services (TPASS) Centralized Master Bidders List (CMBL). The website is https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp.

Please contact Greg Obar, at greg.obar@untsystem.edu for assistance with completion of requirements as stated.

SECTION 3
SCOPE OF WORK

3.1 Goal

The UNTS objective in developing this RFQ is to receive statements of qualifications from firms experienced in the planning, financing, design, construction and/or operation of potential projects. These projects could include but are not limited to student housing, parking structures, mixed-use or event center for institutions of higher education.

As a result of this RFQ, the UNTS intends to qualify one or more firms that may undertake some or all of the Services for UNTS or Institutions. If selected to perform Services for a specific project an agreement will be negotiated. Depending on the method of construction financing proposed by the RESPONDENT and approved by UNTS or Institution, UNTS or Institution will either (i) enter into a long-term ground lease with the RESPONDENT or an affiliated entity for performance of the Services on UNTS land, or (ii) enter into a long-term ground lease with a nonprofit entity, which will then contract with the RESPONDENT for performance of the Services on UNTS land.

3.2 Services Required of a Respondent Chosen for a Particular Project

Specific requirements include, but are not limited to, the following activities:

• Planning Phase

  Preparation of a market analysis to establish the viability and financial parameters for a specific project. The planning phase would also include analysis of various strategic options and site feasibility studies necessary to provide the client institution with alternatives to consider in the development of specific student housing solutions. Options would be priced by the RESPONDENT to verify feasibility and risk. The determination of terms and the execution of a ground lease may occur during this phase.
In preparing its market analysis, the RESPONDENT shall take the following UNTS or Institution requirements into consideration:

a. UNTS or Institution shall require the RESPONDENT to carry Builder’s Risk Insurance on each project.
b. Unless waived by UNTS or Institution, RESPONDENT will be required to provide a completion guaranty to ensure the project is completed as required by the ground lease and related documents.
c. UNTS or Institution will require RESPONDENT to agree to payment of liquidated damages, as negotiated, should the project fail to reach substantial completion as required by the ground lease and related documents.
d. UNTS reserves the right to reject, at its discretion, architect or general contractor firms selected by RESPONDENT.

• Design Phase
The selected RESPONDENT must engage design professionals during the design phase as necessary to prepare in cooperation with institutional representatives a specific design solution. Solutions would be priced to verify feasibility and risk throughout the design phase. The objective at the conclusion of the design phase is the development of a detailed set of plans and specifications for a specific student housing solution that can be used to obtain construction pricing for the project.

• Financing & Construction
This phase includes the selected RESPONDENT contracting with a construction firm to construct the student housing project, as well as securing the necessary financing for the construction. As part of the construction phase, RESPONDENT will be required to ensure that its contract with a construction firm includes requirements for publicly advertising all major trade contracts and subcontracts, with review of the proposals and selections being provided to UNTS in a form acceptable to UNTS.

• Operations Phase
The selected RESPONDENT may be responsible for entering into an agreement during the operations phase to manage, operate and maintain the constructed facility for the life of the ground lease.

• Interim Services
UNTSS or Institution and the RESPONDENT may enter into a Predevelopment Agreement to provide interim services to UNTS or Institution.

A detailed description of the Services which the RESPONDENT and/or its affiliated entities may be requested to perform has been attached as Exhibit B.

3.3 Requirements for Qualification

RESPONDENTS SHALL CAREFULLY READ THE INFORMATION CONTAINED IN THE FOLLOWING CRITERIA AND SUBMIT A COMPLETE STATEMENT OF QUALIFICATIONS TO ALL ITEMS. INCOMPLETE QUALIFICATIONS MAY BE CONSIDERED NON-RESPONSIVE AND SUBJECT TO REJECTION.

a. Respondent’s Statement of Qualifications and Availability to Undertake the Services
   • Provide a statement of interest including a narrative describing the firm’s qualifications and availability.
• Provide a brief history of the firm including all office location(s), legal status and officers.
• Address the firm’s ability to perform the Services in the attached Exhibit B.

b. RESPONDENT’s Team Profile

• Identify key personnel who will negotiate for the firm and who will be assigned to manage an agreement and describe their respective roles and locations.
• Provide a resume for each individual identified to demonstrate their relevant experience to fulfill requirements under an agreement.
• Provide the firm’s organization chart to demonstrate how project personnel will be organized to fulfill requirements under an agreement.
• Provide evidence that the firm is legally authorized to perform the Services in Texas.
• Provide a list, description and qualifications of all entities (including general contractor, architect, and engineer(s)) that may/will be entering into agreements with RESPONDENT or UNTS or Institution to provide the Services.

c. Previous Development Experience

List a minimum of five (5) examples of relevant, previous projects undertaken by the firm that best demonstrates the firm’s capacity and expertise to fulfill the requirements of the stated services. Each example should be well organized, and identify key personnel proposed for the UNTS project who worked on the example project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

• Project name, location, and description.
• Color images (photographic or machine reproductions)
• Final construction cost, including change orders.
• Final Project size in gross square feet.
• Type of construction (new, renovation, or expansion).
• Actual start and finish dates for construction.
• Description of services the firm provided for the project (financing, construction, management, maintenance, etc.).
• Name and phone number of the Project Manager or the firm’s individual responsible for the overall success of the project.
• Key subcontractors (financial partner, architect, general contractor, manager, etc.)
• The owner’s name and representative(s) who would be most familiar with the construction and management phases of the project, including telephone number.
• Detailed pro-forma statements clearly identifying the structure of the financing, interest rate and financing cost assumptions, rental rates, occupancy levels, operating expenses, management fees, other on-going expenses, capital renewal reserves, and other pertinent financial information.

References shall be considered relevant based on specific project participation by the RESPONDENT. UNTS may contact references during any part of this process. UNTS reserves the right to contact any other references at any time during the RFQ process.

Note: Examples that involve public higher education student housing solutions are preferred. Past experience in the state of Texas and demonstrated knowledge and understanding of Texas markets is also preferred. Demonstrated experience with a variety of building and construction types and with campuses in various stages of student housing development is also useful.
d. Financial Capability

- Provide evidence of RESPONDENT’s financial capability including company and, if relevant, personal financial statements and a statement detailing proposed methods of financing. This would include two copies of financial statements for the past two years submitted as separate bound documents with the RFQ response.
- Provide financial and banking references.
- Provide evidence of the general contractor’s financial capability as requested by UNTS or Institution.

3.3.5 Respondents shall provide information on one or more of the following project types:

a. Student Housing Experience

- Provide evidence of prior student housing development and management experience and expertise, including experience renting to college students and the RESPONDENT’s ability to maintain properties to a high standard while maintaining market competitive rental rates.
- Describe examples of successful long-term relationships with higher education clients.

b. Parking Structure Experience

- Provide evidence of prior parking structure development and management experience and expertise and the RESPONDENT’s ability to maintain properties to a high standard while maintaining market competitive rental rates.
- Describe examples of successful long-term relationships with higher education clients.

c. Mixed-Use Experience

- Provide evidence of prior mixed-use development and management experience and expertise and the RESPONDENT’s ability to maintain properties to a high standard while maintaining market competitive rental rates.
- Describe examples of successful long-term relationships with higher education clients.

d. Parking Structure Experience

- Provide evidence of prior parking structure development and management experience and expertise and the RESPONDENT’s ability to maintain properties to a high standard while maintaining market competitive rental rates.
- Describe examples of successful long-term relationships with higher education clients.
EXHIBIT A

EXECUTION OF OFFER

RFQ769-20-950DL
DATE: March 3, 2020

In compliance with this RFQ, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services.

A.1 Respondent Affirmation

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

This execution of offer must be completed, signed, and returned with the respondent's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications.

Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent’s qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFQ by entering yes or no in space provided and indicating date acquired. Enter “0” if none received.

No. 1 _________ Date ___________ No. 2 _________ Date ___________
No. 3 _________ Date ___________ No. 4 _________ Date ___________

A.2 Signature

By signing below, the Respondent hereby certifies as follows, and acknowledges that such certifications will be included in any resulting contract:

(i) the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
(ii) it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the Owner’s option, and the Respondent may be removed from all future proposal lists at this state agency;
(iii) the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
(iv) no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of UNTS or Institutions;
(v) Respondent has not been an employee of the UNTS or Institutions within the immediate twelve (12) months prior to the RFQ response;
(vi) no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
(vii) all services to be provided in response to this RFQ will 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 as of the date of this solicitation;
(viii) Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
(ix) to the best of its knowledge, no member of the Board of Regents of UNTS, or the Executive Officers of UNTS or its member institutions or agencies, has a financial interest, directly or indirectly, in the Project;

(x) each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only;

(xi) if the Respondent is subject to the Texas franchise tax, it is not currently delinquent in the payment of any franchise tax due under Chapter 171, Texas Tax Code, or is exempt from the payment of such taxes. A false certification may result in the Respondent’s disqualification;

(xii) under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate; and,

(xiii) under Section 2155.006, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

RESPONDENT should give Payee Identification Number (PIN) (Formally Vendor ID), full VENDOR name and address of Vendor (enter in block provided if not shown). Failure to manually sign submittal will disqualify it. The person signing the submittal should show title or authority to bind his/her firm in contract. The Payee Identification Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Offer.

Payee Identification Number (PIN): ____________________________

Sole Owner should also enter Social Security Number: ____________________________

Vendor/Company: ____________________________________________

Signature (INK): ____________________________________________

Name: ______________________________________________________

Title: _______________________________________________________

Street: _____________________________________________________

City/State/Zip: ______________________________________________

Telephone No.: ______________________________________________

Fax No.: ____________________________________________________

E-mail: _____________________________________________________

* By signing this RFQ, RESPONDENT certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Bidder as defined in Texas Government Code, § 2252.001(4)

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT’S SUBMISSION. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SUBMISSION.
EXHIBIT B
DEVELOPMENT SERVICES

In an effort to secure professional Planning, Development, Design, Estimating, Construction and/or Management of potential projects for UNTS or Institutions, the following non-exclusive services may be sought, either in part or whole:

OBJECTIVE #1 – Due diligence and Feasibility completion
Carry out the following tasks and present the noted deliverables:

A. Project Planning
   • Market Demand Analysis
   • Student Preference Analysis
   • Enrollment Trend and Projection Analysis
   • Student, Faculty, Staff and Stakeholder Surveys
   • Program Development – Determine building site, massing, bed count, unit type, construction type, parking and amenity requirements
   • Campus and/or Housing Master Plan – review and update where requested
   • Develop all Legal Documentation for University, A/E and CM/GC contracts
   • Review of ground lease terms and conditions

B. Due Diligence
   • Environmental Site Assessment – Engage a qualified firm to prepare an Environmental Site Assessment Study.
   • Geotechnical Site Study – Engage a qualified firm to prepare a Geotechnical Site Study.
   • Site Survey – Engage a qualified consulting firm to prepare a survey.
   • Utilities Assessment – Determine the locations, conditions, capacities and conflicts with existing campus utilities. Coordinate Utility infrastructure requirements with Campus Utilities Plans and Upgrade timetables.
   • Traffic Study – Engage a qualified consultant to study vehicular and pedestrian traffic flows/conflicts.
   • Conceptual Project Budget – provide a project cost estimate based on the project Program
   • Financial Feasibility Analysis – conduct financial modeling of conceptual program to determine the economic viability and sustainability of the project.
   • Facility Condition Assessment – Determine the condition of existing housing structures that may be planned for renovation, or demolition.
   • Project Schedule

DELIVERABLES
✓ Market Study
✓ Program Management Agreement, Development Agreement, A/E and CM/GC contracts
✓ Environmental Site Assessment Study
✓ Geotechnical Site Study
✓ Boundary & topographic survey
✓ Utilities Plan
✓ Traffic Study
✓ Conceptual Project Budget
✓ Financial Modeling
✓ Facilities Condition Assessment
✓ Project Schedule

C. Feasibility Report
   Review and confirm the following with the University;
• University space programs
• Student housing program
• Sustainability strategy
• List of tenants and their space programs (if University requires ancillary spaces for offices, retail or other campus functions)
• Design concept requirements
• Cost estimates
• Funding type(s), structures/or sources preferred by the University
• Strategy to match project scope with funding
• Pro-forma
• Cash flow requirements
• Authority Having Jurisdiction regulatory requirements
• Time schedule
• Design delivery method

**DELIBERABLE**

- A Basis for Design document that contains the RESPONDENT’s position on each of the above bulleted items after they have been reviewed and confirmed. Report to UNTS or Institution to explain reasons for any deviation from direction given in Feasibility Report.

**OBJECTIVE #2 – Pre-construction Development**

Carry out the following tasks and present the following deliverables:

**A. Design**
- Design facilities consistent with the Developer Project Guidelines
- Assist architect and CM/GC with the creation of a Fast-Track project delivery strategy
- Lead the architectural and engineering design and construction documentation process
  - Conceptual Design and University Approval
  - Schematic Design and University Approval
  - Design Development and University Approval
  - Construction Documents and University Approval
- Conduct design and constructability reviews
- Assist Commissioning Agent with taking steps toward obtaining LEED certification if required
- Attend University meetings to present project and solicit feedback
- Obtain all necessary entitlement approvals from Authority Having Jurisdiction (AHJ)
- Assist with preparation of schedules for furnishings, fixtures and equipment throughout building
- Assist with preparation of a room and building signage schedule
- Assist in the development, revision and continual monitoring of project schedule

**B. Financing**
- Manage overall project budget
- Review CM/GC Guaranteed Maximum Price prior to submitting to University
- Continuous review and adjusting of costing and cash flow analysis
- Continually revise and update the proforma
- Arrange for and make funding structure a reality with University input and approvals
- Develop all necessary closing documents
- Manage all Draw requests
- Identify and coordinate construction and permanent financing acceptable to UNTS or Institution
C. Estimating

- Prequalification of Subcontractors
- Develop Bid Packages
- Create and Execute HUB/M/WBE Procurement Plan
- Solicit and Scope Bids
- Select and Contract with Subcontractors

D. Pre-Construction Planning

- Develop staffing plan
- Develop mobilization plan
- Develop Storm Water Pollution Prevention Plan (SWPPP)
- Develop project safety plan
- Finalize project schedule
- Conduct Line Locate Testing
- Plan for Utility relocation if necessary
- Manage the Buy-out process

E. Student Housing and Tenant Arrangements

- Determine the property management plan and staffing structure for the facility with University input
- Make arrangements for management, custodial and maintenance of housing
- Create Leasing and Marketing Plan

DELIVERABLES

- Completed sets of contract documents for each Fast –Track package
- Building permits for each Fast –Track package
- A description of funding structure providing the sources and conditions for each contributor
- A Guaranteed Maximum Price from the CM/GC
- An overall project budget
- A time schedule showing construction and Move-in periods
- A cash flow schedule
- An up-dated proforma
- Fully executed tenant leases and housing management agreement

OBJECTIVE #3 – Building Construction

Carry out the following tasks and present the noted deliverables

A. Building Construction

- Permit and Construct facilities consistent with Developer Project Guidelines
- Manage, supervise and provide executive oversight of the entire construction process
- Attend Owner/Architect/Contractor (OAC) meetings
- Assist CM/GC with obtaining building permits
- Assist Commissioning Agent
- Make periodic inspections of construction to confirm conformance to contract documents
- Work with CM/GC to manage and track design changes
- Arrange for ordering, storage, assembling and installation of new furniture, equipment and fixtures
- Monitor ongoing time schedule and conduct weekly project budget review
- Monitor status of cash flow
- Review and verification of monthly pay applications
- Monthly accounting of all costs
B. Project close-out
- Assist architect and CM/GC to prepare Substantial Completion documentation
- Assist with preparation and completion of punchlist
- Assist Commissioning Agent as required
- Assist with arrangements to train University maintenance workers in all mechanical, electrical, plumbing and renewable energy systems

**DELIVERABLES**
- Complete set of As-built drawings, specifications and list of installed equipment
- Complete set of Operating and Maintenance Manuals
- Complete set of construction management records

**OBJECTIVE #4 – Move in**
Carry out the following tasks and present the noted deliverables

A. Move arrangements
- Assist UNTS or Institution to identify room occupants, furniture and equipment
- Arrange designated furniture, equipment and fixtures to be moved
- Work with UNTS or Institution to arrange for connection of all communication equipment.
- Arrange for testing and calibration of equipment.
Exhibit C

General Terms and Conditions

1. UNTS reserves the right to accept, reject, modify, and/or negotiate any and all proposals received in conjunction with this RFQ. It reserves the right to waive any defect or informality in the proposals on the basis of what it considers to be in its best interests. Any submittal which UNTS determines to be incomplete, conditional, obscure, or which has irregularities of any kind, may be rejected. UNTS reserves the right to qualify the firm, or firms, which in our sole judgment, will best serve our long-term interest.

2. This RFQ in no manner obligates UNTS to the eventual purchase of any products or services described, implied, or which may be proposed, until confirmed by written agreement, and may be terminated by UNTS without penalty or obligation at any time prior to the signing of a contract agreement.

3. The developer may not qualify for tax exempt financing. To preserve the University’s debt capacity, the developer is solely responsible for the financing and debt repayment. The University does not desire to be a participant or guarantor on the financing. The University does, however, reserve the right to determined with the selected developer an alternate financing model if this should be determined to be in the University’s best interest.

4. Developer agrees that, in the event of a dispute, laws of the State of Texas will prevail.

5. Immigration Reform and Control Act of 1986. By submitting a state of qualification, the RESPONDENTs certify they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

6. The site will be leased “as is” in its present condition and subject to applicable governmental and University regulations. All project buildings, parking, circulation and landscaping for this project are to be located with the project site. Unrestricted access will be granted to the developer to the property, a construction and lay down area and for infrastructure work.

7. Following execution of a ground lease, the developer will commence, at its own expense, construction of project improvements. All construction will be in compliance with applicable building codes and environmental laws.

8. The developer will arrange for all utilities and be responsible for infrastructure development.

9. Prior to the end of the lease term, the University will have the option to notify the developer of the University’s intention: 1) for the developer to demolish the improvements and restore the site to its original condition; or 2) to assume oversight of the project’s improvements at the expiration of the ground lease term.

10. The developer will have the right to obtain initial financing for no more than the cost of the project improvements. All financing encumbering the project improvements will have a term that does not extend beyond the term of the ground lease. All financing and refinancing will be subject to the University’s approval. In no event will the University permit the developer to use the University’s land as security for the developer’s financing.

11. Developer covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS Owner, and its component institutions, Regents, elected and appointed officials, directors, officers, employees, agents, representatives, and volunteers, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including but not limited to,
personal or bodily injury, death, or property damage, made upon Owner directly or indirectly arising out of, resulting from, or related to Developer’s activities under the Contract, including any acts or omissions of developer’s design professional, or any director, officer, employee, agent, representative, consultant, or sub-design professional of design professional, and their respective directors, officers, employees, agents, and representatives while in the exercise of performance of the rights or duties under the Contract. The indemnity provided for in this paragraph does not apply to any liability resulting from the negligence of Owner or separate Professionals in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT DEVELOPER AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

a. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

b. Developer shall promptly advise Owner in writing of any claim or demand against Owner or against Developer known to Developer related to or arising out of Developer’s activities under the Contract.

12. Developer will provide proof of insurance at levels acceptable to the University prior to the signing of a ground lease. Other insurance may be required from time to time in such amounts as mutually agreed upon by the University and the developer for coverage against other insurable risks relating to performance.

13. Developer shall include Owners, Institution, and the Board of Regents of the University of North Texas System as loss payees and Additional Insured's on General Liability and Business Auto Liability. The Commercial General Liability, Business Auto Liability, Worker's Compensation, and Professional Liability policies shall include a waiver of subrogation in favor of UNTS.

14. Insurance policies required under this article shall contain a provision that the insurance company must give Owner written notice transmitted in writing: (a) thirty (30) calendar days before coverage is non-renewed by the insurance company and (b) within ten (10) business days after cancelation of coverage by the insurance company. Prior to start of Services and upon renewal or replacement of the insurance policies, Design Professional shall furnish Owner with certificates of insurance until one year after acceptance of the Services. If any insurance policy required under this article is not to be immediately replaced without lapse in coverage when it expires, exhausts it limits, or is to be cancelled, Design Professional will give Owner prompt written notice upon actual or constructive knowledge of such condition.

15. Ground Lease will contain a clause prohibiting assignment or sublease of the Developer's interest without the written total discretionary consent of the University. The foregoing notwithstanding, the Developer will be permitted to give a security interest in the lease to a lender providing construction or long-term financing.

16. Developer will pay for, and hold the University harmless from all costs of construction, maintenance, and management of improvements, whether by the Developer or its agent, contractor, or party having any other legal relationship with the Developer. This also will apply to all utility and other operating expenses, and all applicable taxes, fees, and assessments.

17. Developer will employ an on-site manager for purposes of the day-to-day business of the project and designate an employee as an emergency contact for after normal business hours.
18. Within 30 days of occupancy of any units in the project, the developer will establish a joint Reserve Account for major maintenance in the name of the University and developer. Funds, including interest earned from the Reserve Account, will be used for major maintenance or replacement and/or for demolition at the end of the lease term but not for on-going routine maintenance. The written consent of the University will be required prior to withdrawal of funds from the Reserve Account. The developer will send a yearly statement of the status of the Reserve Account for review by the University. The adequacy of the funds in the Reserve Account will be periodically reviewed by the developer and University. Should the parties agree that it is necessary to change the monthly funding level, rental rates may be adjusted accordingly.

19. The developer will be required to agree to a policy of nondiscrimination against any subcontractor, consultant, employee, or applicant for employment because of race, color, religion, age, sex, sexual orientation or national origin, or because he or she has a physical or mental disability or because he or she is a disabled veteran or a veteran of the Vietnam era, or other eligible veterans, including, without limitation, with respect to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Developer shall conform to all state and federal laws, executive orders and rules and regulations relating thereto the University of North Texas System.

20. Pursuant to Texas Family Code, Section 231.006, Developer 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.

21. Pursuant to Texas Government Code, Section 2155.004, Developer 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.

22. If a corporate or limited liability company, developer certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Texas Tax Code, Chapter 171, 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.

23. By submitting a statement of qualification, developer certify they are not currently debarred from submitting proposals on contracts nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts.

24. It is understood and agreed that if any part, term, or provision of the contract agreement is by the courts held to be illegal or in conflict with any law of the State of Texas, the validity of the remaining portions or provisions shall be construed and enforced as if the contract agreement did not contain the particular part, term, or provision held to be invalid.

25. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUS and RESPONDENT to attempt to resolve any claim for breach of contract made by RESPONDENT that cannot be resolved in the ordinary course of business. RESPONDENT shall submit written notice of a claim of breach of contract under this Chapter to the Chief Financial Officer for TAMUS, who shall examine RESPONDENT’s claim and any counterclaim and negotiate with RESPONDENT in an effort to resolve the claim.