UNT System

Strategic Infrastructure,
Planning & Construction

Request for Proposal

REAL ESTATE ADVISORY SERVICES

RFP769-27-974AW

Issue Date
November 9, 2026

UNT System
Strategic Infrastructure, Planning & Construction

REQUEST FOR PROPOSAL

Request for Proposal #: **RFP769-27-974AW**
Request for Proposal Name: **Real Estate Advisory Services**
RFP PRE-PROPOSAL MEETING DATE & TIME: **Not Applicable**
RFP DUE DATE AND TIME: **January 12, 2027 @ 2:00p.m.**
RFP PUBLIC OPENING DATE & TIME: **Not Public**

RETURN SEALED PROPOSALS TO:

Electronic Submission:
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS

If there are any questions regarding this RFP, please submit solicitation questions to Aurika Weaver-White at aurika.weaver-white@untsystem.edu. All questions must be received no later than November 23, 2026 at 2:00p.m. CST. All questions and answers will be posted to the website by 5:00p.m. on December 11, 2026.

A copy of this proposal form is posted at and may be downloaded from https://finance.untsystem.edu/vendor-resources/bid-inquiry/bid-opportunities.php; https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS; and https://www.txsmartbuy.com/esbd .

Check below if preference claimed under TAC, Title 34, as amended

- ☐ Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- ☐ Agricultural products produced or grown in Texas
- ☐ Agricultural products and services offered by TX bidders USA produced supplies, materials, or equipment
- ☐ Products of persons with mental or physical disabilities
- ☐ Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formally contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Vendors that meet or exceed air quality standards

By signing this proposal, proposer certifies that if a Texas address is shown as the address of the proposer, proposer qualifies as a Texas Resident Bidder as defined in Texas Administrative Code (TAC), Title 34, as amended.

In accordance with the Texas Government Code, Sections 2161.181-182 and the Texas Administrative Code (TAC), Title 34, as amended, state agencies shall make a good faith effort to utilize Veteran Heroes United in Business (VetHUBS) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Comptroller of Public Accounts HUB Rules, TAC, Title 34, as amended, encourages the use of HUBs by implementing these policies.

Are you a certified VetHUB? **(circle one)** YES or NO
If yes, please circle the organization or entity certified with below and include a copy of your certificate:
Texas Comptroller of Public Accounts; NCTRCA; MBDC; Other_____

IF SUBMITTING A PROPOSAL, RFP MUST BE SIGNED and ALL attached files must be submitted with proposal package. You shall submit electronically at https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS . **Electronic proposals should be received NO LATER THAN the specified due date and time. UNTS reserves the right to accept late proposals, however proposals received after opening time will not be accepted. Incomplete proposals will be disqualified.**

PROPOSER MUST FILL IN AND SIGN BELOW:

(FAILURE TO SIGN WILL DISQUALIFY PROPOSAL)

COMPANY NAME: _____

ADDRESS: _____

CITY,STATE,ZIP:_____

PAYEE ID#:_____

AUTHORIZE AGENT: _____

(Print or Type Name)

AUTHORIZED SIGNATURE:_____

DATE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

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RFP Checklist-Please use this checklist to make sure you are providing all the proper documents

( ) All UNTS provided RFP forms completed

( ) Proposal signed

( ) One electronic form filed online

( ) If requested, supporting product or service documentation provided

( ) Addendums included in response

NOTICE - IN ADDITION TO THE ITEMS LISTED BELOW, THE TERMS AND CONDITIONS OF THIS RFP ARE ATTACHED AS ATTACHMENT "A".

IMPORTANT NOTICE: ANY PROPOSED CHANGES TO THE TERMS AND CONDITIONS OUTLINED IN THIS RFP MUST BE SUBMITTED ALONG WITH YOUR RESPONSE TO THIS RFP. FAILURE TO PROVIDE SUCH MAY PREVENT UNT SYSTEM FROM AGREEING TO ANY CHANGES IN OUR STANDARD TERMS AND CONDITIONS AND COULD AFFECT THE AWARD OF THIS RFP. The laws of the State of Texas must prevail on all responses.

1.0 SCOPE OF WORK/DESCRIPTION OF GOODS (COMMODITY CODE 958-83):

In accordance with Education Code 51.9335, the University of North Texas System (UNTS), subsequently referred to as the Owner, is accepting proposals and intends to enter into an agreement with a vendor(s) that specializes in **Real Estate Advisory Services** in accordance with the terms and conditions and requirements set forth in this Request for Proposal. UNTS intends to select multiple vendors as a result of this RFP. UNTS will assess the selected vendors on a rotational or qualifications basis as necessary for a given project. The selected vendor(s) may be awarded projects that are managed by UNTS or by any of its component institutions. The resulting pricing, terms and conditions shall be extended to the University of North Texas System (UNTS), the University of North Texas (UNT), the University of North Texas Health Fort Worth (UNT Health FW), University of North Texas at Dallas (UNTD), UNT at Frisco and any other institutions of higher education interested in utilizing the agreement, as allowed by the Texas Education Code.

For the purpose of this solicitation the term Owner is utilized interchangeably to represent the University of North Texas System (UNTS) and or component campuses such as listed, the University of North Texas (UNT), the University of North Texas Health Fort Worth (UNT Health FW), University of North Texas at Dallas (UNTD), and UNT at Frisco.

The following is a list of the general tasks that are anticipated to be performed by the selected firm(s) as part of this solicitation. Note that these specifications are not comprehensive but serve to provide basic requirements. UNTS's expectation is that the expertise and experience of the firm(s) selected will also help define the tasks and delivered products.

1.1 Specifications – Real Estate Advisory Services

Expanded services include enterprise-wide portfolio assessments, lease audits, utilization and asset performance studies, market analyses and competitive benchmarking, financial and feasibility analyses transaction advisory services for acquisitions, dispositions and restructures, appraisal coordination, and development of a long-range institutional real estate portfolio strategy.

The selected firm(s) will be responsible for one or more of the following services as appropriate for each project including:

- Provide real estate advisory services in connection with developing, modeling and evaluating development programs and project financing plans; the acquisition, sale or lease of property; development and implementation of acquisition or disposition strategies; the disposition and adaptive reuse of underused facilities; commercialization planning, revenue-generating asset strategies, and institutional asset activation initiatives; and financing strategies; including enterprise-wide portfolio planning, asset optimization, transaction advisory services, and institutional real estate strategy aligned with UNTS' operational and long-range planning objectives;
- Analyze and make recommendations regarding the development potential of UNTS development sites, including project area boundaries, alternate land uses and development scenarios, taking into account market demand for various uses, adjacent land uses, physical condition of sites, infrastructure and utility requirements, easements and other encumbrances, estimated development costs and revenues, community concerns, public objectives, regulatory constraints and other relevant information; including commercialization feasibility, revenue activation opportunities, mixed-use strategies, asset repositioning opportunities, and highest and best use analyses for underutilized or surplus assets;
- Perform market analyses, competitive benchmarking, and commercialization demand studies for various uses to determine current lease rates and/or land values, vacancy rates, industry trends and typical lease terms. Such analyses may include user demand assessments, absorption trends, competitive positioning, and peer asset comparisons. Formulate financing plans, including presentations of alternative financial programs and strategies, taking into consideration various debt structures, project scope and phasing, and climate of capital markets;
- Conduct or support real estate appraisals, valuations, long-term leasehold valuations, or other valuation methods, as required to support strategic planning, transactions, portfolio optimization, and institutional decision-making;
- Assist UNTS in analyzing the feasibility of proposed development; Review project's appraisal, market study, and borrower/principal financial statements. Prepare financial models, financial analyses, and any other pertinent information as deemed necessary; including commercialization models, operating structures, revenue-sharing analyses, lease

restructures, ground lease buyouts, acquisitions, dispositions, and capital investment strategies;

- Research, prepare and present reports relating to the fiscal impact of proposed development projects including revenue performance analyses, asset performance evaluations, and financial implications of repositioning or portfolio optimization strategies;
- Advise UNTS in negotiating and responding to business and design aspects of proposed projects
- Assist UNTS in determining business terms (e.g., minimum rent, percentage rent, lease terms, etc.), evaluation criteria, and other requirements of asset strategy, lease restructuring, disposition planning, and ground lease buyout analysis;
- Assist in evaluating respondent proposals to RFQ/RFPs for strategic real estate initiatives based on evaluation criteria and other requirements. Render an opinion regarding such matters as market demand, development cost estimates, and operating revenues and expenses;
- Review and analyze proposed transaction financials, pro formas, appraisals, market studies, and asset performance, to include cost estimates, revenue estimates, financing costs, and profit participation;
- Represent UNTS in negotiations with property owners, tenants, developers, and other third parties and broker the terms and conditions under which client would sell, lease, or otherwise dispose of properties for private development;
- Under direction of UNTS, work with regulatory agencies as needed to ensure that development projects are carried out in a timely and efficient manner, and in compliance with any applicable laws;
- Provide detailed reports following the closing of any financing transaction. Reports should include an opinion on the fairness of any negotiated pricing, as well as a summary of the critical elements and results of the transaction; including the strategic and financial impact of the transaction on the overall institutional portfolio;
- Attend and participate in presentations to the UNTS Board of Regents or other groups as necessary; and
- Provide expert advice and recommendations throughout the period of engagement.

1.2 Administrative and Contract Requirements:

- Firms do not have to provide all listed services in order to respond. Responses should specify which services the firm can provide directly and which services a sub-consultant would be utilized.
- Firms will be selected based on proposal. A fixed fee schedule by classification will be negotiated with selected firms and shall include profit and overhead. A maximum allowable markup for subconsultant services will also be defined.

When a qualified firm is selected for a project, the firm must submit a proposal for the project based on the applicable rates, fees, and pricing terms established in the resulting IDIQ Contract, as submitted in Attachment B – Pricing. Each project-specific proposal shall identify the proposed scope of services, applicable labor categories and hourly rates or fixed/not-to-exceed fees, estimated level of effort, and any applicable transaction-based compensation, subconsultant costs, or reimbursable expenses, consistent with the terms of the IDIQ Contract.

Proposers shall provide:

- Minimum and maximum hourly rates for each blended labor category identified in Section A of Attachment B.
- Fixed or not-to-exceed fees for each of the four (4) standardized hypothetical assignments identified in Section B of Attachment B, for evaluation purposes only.
- Disclosure of any proposed transaction-based compensation, commissions, or other contingent compensation applicable to transaction-related services, as required in Section C of Attachment B.
- Disclosure of the methodology or calculation basis, applicable percentage, minimum fee, and maximum compensation cap for any proposed transaction-based or success-based compensation, as applicable.

- Disclosure of the maximum subconsultant markup, any third-party commission or compensation arrangements, and applicable reimbursable expense terms, as required in Section C of Attachment B.

  All proposed pricing shall comply with the requirements and limitations established in Attachment B – Pricing

- The Real Estate Advisory Services firm(s) will be contractually obligated to UNTS, and will become a member of the Project Team. The Real Estate Advisory Services firm(s) will perform as a "third party" advisor or under direct contract with the Owner and shall be a non-conflicted member of the Project Team. No real or perceived conflict of interest shall exist between the Real Estate Advisory Services firm(s) and any other party on the project team.

- Owner may request additional services based upon the needs of the project. Potential additional services may include but are not limited to;
  - Appraisal
  - Survey
  - Renderings
  - Any other related professional and technical services

  Responses to this RFP should not include pricing for additional services.

  Firms must respond to requests for services within a maximum of twenty-four (24) hours of notification from the Owner. Firms are encouraged to describe strategies for responding faster when feasible. Requests may come directly from the Owner.

- All deliverables and recommendations must align with the UNTS Campus Master Plans and design vocabulary for each institution. Master plans for UNT Denton, UNT Health Fort Worth, UNT Dallas, and UNT at Frisco are available at:

  https://www.untsystem.edu/offices/strategic-infrastructure/campus-plans.php

1.3 Proposer Submission Requirements:

Proposers shall address each of the following sections in the order presented. Responses should be clear, concise, and sufficiently detailed to demonstrate the firm's qualifications, relevant experience, technical capabilities, and ability to provide Real Estate Advisory Services on an as-needed basis under an Indefinite Delivery/Indefinite Quantity (IDIQ) contract.

- **Firm Data**

  - General Qualifications

  - Name, Address(es) and proposed roles of each key sub-consultant firm proposed for the team

  - Firm profile, i.e.:

    a. Length of time performing services

    b. Type of firm (Partnership, Professional Corporation, etc.)

    c. Firm history

    d. Firm size (professionals by discipline)

    e. Areas of specialty/concentration: Areas of specialty and concentration, including relevant experience providing real estate advisory services under IDIQ, on-call, or similar professional services contracts. Identify applicable service capabilities, which may include market analysis, financial feasibility, acquisition and disposition advisory, leasing, ground lease transactions, development advisory, portfolio strategy, and other services relevant to the Scope of Services.

f. Biography including education, training experience and licensed professionals who will provide services to the Owner.

- Statement of current workload, available staffing resources, and the firm's capacity to respond to multiple concurrent assignments under an IDIQ contract. Include typical response times for routine and time-sensitive requests, supported by recent experience within the past twelve (12) months.

- **Description of the Team:**
  Responses should include all key team members and sub-consultants for Real Estate Advisory Services.

  - **Identification of the single point of contact for the Real Estate Advisory Services team to include name, email address, and phone number**

  - Identification of key personnel proposed to provide services under the IDIQ contract, including their respective roles, areas of expertise, and anticipated responsibilities.

  - Organizational chart illustrating reporting lines, responsibilities, names, and titles for key participants proposed by the firm

  - Resumes for each key individual proposed to provide services under the contract, identifying their proposed role, relevant qualifications, professional experience, years with the prime firm, applicable education, professional licenses, certifications, and registrations. Identify the specific service areas or assignment types for which each individual would be responsible.

- **Relevant Experience and Capabilities**

  - Relevant experience and capabilities will be evaluated based on the firm's demonstrated experience performing services comparable to those identified in the Scope of Services, including experience managing multiple assignments under IDIQ, on-call, or similar professional services contracts. Proposers shall provide no more than **three (3) representative contracts or assignments** demonstrating relevant experience across the service categories proposed.

    Highlight projects on which the firm and team members have been involved in providing services and that best illustrate current experience and capabilities relevant to the requested scope of services. For each contract or program, please provide the following information:

    a. Project name and location

    b. Brief project description, including:
       i. Sample of individual projects assigned under the contract or program
       ii. Range of size and scope of individual projects or assignments

    c. Description of professional services that the firm provided for the project.

    d. Identification of proposed personnel involved in the submitted project, along with explanations of their role in that project(s).

    e. Provide a reference for each project or representative assignment listed. For each reference, provide the Owner’s name and address; the contact person, title, email address, telephone number, and Owner’s representative who services as day-to-day liaison during Real Estate Advisory services; the firms specific role in each representative assignment, including whether the firm served as the prime consultant or a subconsultant; and a brief a summary of the services performed directly by the firm.

- Previous or current Real Estate Advisory contract experience:
    i. Owner's name and contact information
    ii. Cap amount of similar services contract ($)
    iii. Annual volume amount of services ($/yr)
    iv. Term of contract (years)

- Approach: The specific type, scope, size, and frequency of assignments to be issued under this IDIQ contract cannot be determined at this time. Services may involve a variety of real estate assets and transactions associated with University operations, including academic facilities, residence halls, athletic facilities, research laboratories, dining facilities, administrative properties, undeveloped land, and other real estate interests. Proposers shall describe their approach to providing Real Estate Advisory Services across the service categories identified in the Scope of Services. Responses should demonstrate the firm's ability to evaluate complex real estate matters, develop actionable recommendations, manage concurrent assignments, and provide timely, objective, and financially sound advisory services to UNTS. The proposed approach will be considered during the evaluation of responses and may also inform the selection of firms for individual assignments under the resulting IDIQ contract.

    a. Key Considerations and Challenges – Identify the most significant considerations, challenges, and risks associated with providing Real Estate Advisory Services to a public university system. Describe the firm's approach to addressing these matters, including financial, operational, market, transactional, and institutional considerations, as applicable. Supporting examples or analyses may be included.

    b. Technical Capabilities – Describe the technical and analytical services the firm is qualified to perform, including relevant methodologies, financial modeling capabilities, market research resources, transaction advisory experience, and other specialized tools or expertise applicable to the Scope of Services.

    c. Unique Qualifications – Identify your firm's distinguishing qualifications, specialized expertise, relevant institutional experience, and capabilities that demonstrate its ability to successfully perform the services contemplated under this IDIQ contract.

    d. Team Organization and Communication – Describe the firm's proposed approach to managing assignments under the IDIQ contract, including project initiation, staffing, coordination, communication, quality assurance/quality control, deliverable review, and reporting. Identify the individuals responsible for assignment oversight and communication with UNTS, including their respective office locations. Discuss the firm's availability and commitment to participating in scheduled meetings, coordinating with University stakeholders, and responding to requests for information or revisions.

    e. Collaborative Review and Decision-Making – Describe the firm's experience working within a collaborative review and decision-making process involving multiple stakeholders. Provide examples demonstrating how the firm has incorporated client feedback, addressed competing priorities, and supported timely, informed decisions on comparable assignments.

    f. Responsiveness and Time-Sensitive Assignments – Describe the firm's capacity and management strategies for responding to urgent or time-sensitive requests, including personnel availability, escalation procedures, and the ability to mobilize resources on short notice. Identify typical response times for routine and expedited assignments.

1.4 Applicable Laws and Standards:

- The Proposer shall comply with all federal and Texas laws, administrative rules, professional standards, and University policies applicable to each IDIQ service order. The authorities listed below are illustrative and do not limit this obligation.

  - Texas Real Estate Commission Rules (TREC), currently located under Title 22, Part 23, Texas Administrative Code (TAC), Chapters 531-543, reference TREC website at https://www.trec.texas.gov/rules-and-laws .

  - Texas Real Estate License Act (TRELA), Texas Occupations Code (TAC), Chapters 1101-1102, reference rules and laws located at Texas Constitution and Statues and within TREC website provided above.

  - Brokerage and transaction services. A firm performing an act for which a real estate broker or sales agent license is required must comply with Texas Occupations Code Chapter 1101 (Texas Real Estate License Act) and the current rules of the Texas Real Estate Commission in Title 22, Part 23, Texas Administrative Code. The firm shall identify its sponsoring broker and license number and keep all required licenses active throughout performance.

  - Appraisal services. Real estate appraising is a professional service under Texas Government Code Chapter 2254 and is regulated by Texas Occupations Code Chapter 1103 and the current rules of the Texas Appraiser Licensing and Certification Board in Title 22, Part 8, Texas Administrative Code. This RFP does not competitively select or establish fees for an appraisal assignment. If the Owner requires an independent appraisal, the service will be separately procured, selected, and negotiated in accordance with Chapter 2254, or furnished by a properly selected subconsultant under a method approved in writing by the Owner.

  - Other Chapter 2254 services. Architecture, professional engineering, land surveying, landscape architecture, and any other professional service defined by Texas Government Code Section 2254.002 are excluded from price competition under this RFP. Such services may be obtained only through a separate qualifications-based selection or another legally authorized method approved by the Owner.

  - Conflicts, agency, and compensation. The Real Estate Advisory Services firm shall comply with applicable agency and disclosure duties, promptly disclose actual or potential conflicts of interest, and obtain the Owner's written consent before acting as an intermediary, representing another party in the same transaction, or accepting compensation, referral fees, rebates, commissions, or other economic benefits from a third party. Unless expressly approved in a IDIQ service order, the Real Estate Advisory Services firm shall act solely in the Owner's interest for the assigned matter.

  - Equal opportunity and accessibility. In performing services, the Real Estate Advisory Services firm shall comply, as applicable, with the federal Fair Housing Act, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, Texas fair-housing requirements, and other applicable nondiscrimination and accessibility laws.

  - Data protection. When a IDIQ service order provides access to nonpublic University information or information systems, the Real Estate Advisory Services firm shall comply with applicable Texas Government Code Chapter 2054 requirements, the Owner's information-security and privacy requirements, and all task-order data-handling restrictions.

1.5 Proposer Mandatory Qualifications:

Proposers must meet the following minimum qualifications for each service category for which they are submitting a proposal. Where a license, certification, or other professional credential is required for a particular service, the Proposer must demonstrate that the firm and/or the proposed team member(s) who will perform or be responsible for that service possesses the applicable current and valid license, certification, or credential. The licensing for which such licensure is required does not require every member of the

Proposer's team to hold the same license. Failure to demonstrate compliance with the applicable minimum qualifications may result in disqualification from further consideration, as provided in Section 4.0, Evaluation.

- Proposer shall possess, or demonstrate the ability to provide through appropriately licensed personnel or approved subconsultants, all licenses, certifications, registrations, and permits required by applicable law for the specific services proposed under this solicitation.
- Proposer shall have a minimum of three (3) years of demonstrated experience providing professional real estate advisory services comparable to those identified in the Scope of Services. Experience serving public agencies, institutions of higher education, or other public-sector entities is preferred but is not required to satisfy this minimum qualification;
- Proposer shall demonstrate relevant experience and technical capabilities in one (1) or more of the following real estate advisory disciplines, as applicable to the service categories for which the firm seeks consideration:
  - Market and Financial Feasibility: Evaluate market conditions, economic feasibility, financial performance, development alternatives, commercialization opportunities, and potential revenue-generating uses of real estate assets.
  - Portfolio and Transaction Advisory: Provide portfolio analysis, asset optimization and repositioning strategies, acquisition and disposition advisory, leasing and ground lease analysis, highest and best use evaluations, and long-term real estate planning.
  - Development and Financial Advisory: Evaluate development opportunities, conceptual financial models, financing alternatives, ownership structures, and transaction strategies.
  - Proposers shall identify the applicable service categories for which they seek consideration and demonstrate the qualifications, experience, and resources necessary to perform those services.

1.6 Proposer Requirements:

- Proposer shall own or have access to all equipment and instrumentation required for work performed under this Request for Proposal and/or IDIQ service order issued, and that equipment and instrumentation shall be available throughout duration of this Request for Proposal and/or IDIQ service order.
- All employees of the proposer shall have knowledge and experience including all applicable current licenses, certifications, and permits necessary to perform assigned duties under this Request for Proposal and/or IDIQ service order.
- Any employee of the proposer, who in the opinion of the Owner is incompetent or whose conduct becomes detrimental to work or safety shall be immediately removed from association with the job/project.
- Proposer shall have the capability to provide service simultaneously in each district on multiple sites, if awarded more than one (1) IDIQ service order for the same service.
- Proposer shall prepare an estimate of costs for each task IDIQ service order the Owner requests. The estimate shall be submitted to the Owner's point of contact requesting the service. The Owner will review and approve each estimate with the issuance of a Fully Executed IDIQ Service Order . **A VetHUB Sub-contracting Plan will be a requirement for each proposal regardless of the cost of work**.

1.7 Reports and Plans:

- All documents prepared by proposer, or furnished to the proposer by the Owner shall be delivered to and become the property of the Owner.
- All data prepared under the IDIQ service order shall be made available upon request to the Owner without restriction or limitation for further use.
- Proposer may, at their own expense, have copies made of the documents or any other data furnished to the Owner under the purchase without restriction or limitation for further use.

1.8 Miscellaneous:

- Failure to provide required Insurance Certificates within ten (10) business days of execution of contract shall be justification to cancel award.
- PROFESSIONAL SERVICES: Professional services defined by Texas Government Code Section 2254.002, including real estate appraising, architecture, professional engineering, surveying, and landscape architecture, shall not be selected or awarded on the basis of

competitive fees. These services are outside the priced scope of this RFP unless separately procured and approved in accordance with Chapter 2254 of Texas Government Code.

1.9 Pricing: SEE ATTACHMENT "B" Pricing

Pricing and IDIQ service order Requirements:

a) Proposers shall complete Attachment B - Pricing in full for every service category offered. Rates must include labor, overhead, profit, ordinary office expenses, local travel, and all other costs not expressly identified as reimbursable. Proposers shall provide the minimum and maximum hourly rates, standardized assignment evaluation fees, and other pricing disclosures requested in Attachment B. Separate pricing schedules shall not be submitted unless necessary to explain an expressly stated limitation.

b) All proposed rates, fees, markups, and other pricing terms submitted in Attachment B shall remain firm throughout the three (3) year base contract term and both optional one (1) year renewal periods. No increases or adjustments to the proposed pricing shall be permitted during the contract term, including any exercised renewal periods. Each assignment will be authorized by a written service order or other written assignment authorization approved by the Owner, stating the scope, deliverables, schedule, key personnel, compensation method, and a not-to-exceed amount. The Real Estate Advisory firm shall not begin work or incur reimbursable expenses before written authorization.

c) IDIQ service orders may use hourly not-to-exceed, fixed-fee, milestone-based, or other compensation specifically approved by the Owner. The contractual hourly rate schedule establishes maximum hourly rates; a IDIQ service order may negotiate lower rates. Project-specific compensation shall be negotiated based on the applicable pricing terms established in Attachment B and incorporated into the resulting IDIQ Contract. The typical assignment evaluation fees identified in Section B of Attachment B are for proposal evaluation purposes only and do not establish binding fees for future assignments.

d) Transaction-based or success-based compensation is not authorized unless expressly stated in a written purchase order or other approved assignment authorization. Attachment B requires disclosure of the proposed compensation methodology or calculation basis, applicable percentage, minimum fee, maximum compensation cap, and any third-party commission or compensation arrangements, including the expected payer and whether such compensation will be credited against fees owed by UNTS. Any third-party payment or commission must be disclosed in advance and, unless the Owner approves otherwise in writing, credited dollar-for-dollar against amounts owed by the Owner.

e) A proposer indicating "No" to the third-party compensation credit question in Attachment B shall be deemed to have requested an exception to this requirement. Such exception shall be subject to review and express written approval by UNTS and shall not constitute automatic authorization to retain third-party compensation without an offset against fees owed by UNTS.

f) Subconsultants require advance written approval by the Owner. Reimbursement for approved subconsultant services may not exceed actual invoiced cost plus the maximum markup proposed in Attachment B and accepted by the Owner. No markup is permitted on reimbursable expenses. Reimbursable expenses shall be limited to actual costs, supported by receipts, and must receive advance written approval from the Owner.

g) Independent appraisals and other professional services governed by Texas Government Code Chapter 2254 are excluded from the pricing requirements and mathematical pricing evaluation established in Attachment B and will not be evaluated on price under this solicitation.

1.10 Contract:

This IDIQ contract is for services for a single project or multiple projects over the period of three (3) years with two (2) additional one-year option periods. The cumulative total of fees paid under a contract will be for a maximum amount of $7,000,000.00 (Seven million dollars) with a maximum cost and will remain in effect until such time as the total sum of the financial commitment under the contract reaches $7,000,000.00 (Seven million dollars) or the date at which the base period ends. The maximum annual IDIQ service orders issued in a twelve (12) month period shall not exceed $1,750,000.00 (One million Seven hundred Fifty dollars).

The Owner retains the right to renew the contract for twenty-four (24) months in twelve (12) month increments, or until the maximum contract is reached whichever occurs first. The value of the base contract plus any additional renewals shall not exceed $7,000,000.00. (Seven million dollars).

The Owner makes no representation regarding the amount or type of IDIQ service orders, if any, that the vendor will be asked to perform for the Owner during the term of this contract. It is expressly understood that the Owner is under no obligation to request any services from the vendor and no minimum amount of work is required or contemplated as a result of this Request for Proposal (RFP) or potential subsequent contract. All IDIQ service orders will be made by the Owner and will be on an as-needed basis.

A copy of the proposed IDIQ Contract to be used by all qualified proposers is included in this solicitation package. This is for informational purposes only. Responding firms should carefully review this contract before submitting responses. It is the Owner's intention to present all proposers with the same Project Service Contract. **Proposed changes to the IDIQ Contact will not be considered by the Owner**.

1.11 Option to Renew:

It is agreed that the University of North Texas System shall have the option to extend the contract for **two (2)** additional years in one-year increments under the same terms and conditions. This option to extend is at the sole discretion of the University of North Texas System and will not be considered if legislative funding is not appropriated.

1.12 Cancellation:

The Owner reserves the right to cancel this contract, in part or whole, without penalty upon thirty (30) days written notice to the successful proposer. The successful proposer must request and secure in writing the approval of UNTS Business Support Services Purchasing Department to be released from this contract or any portion thereof should unforeseen conditions occur.

2.0 VetHUB SUBCONTRACTING OPPORTUNITIES AND FORMS:

It is the policy of the UNTS to promote and encourage contracting and subcontracting opportunities for VetHUB. Specific subcontracting opportunities will be dependent on each project. When a qualified firm is selected for a project, the Real Estate Advisory Services firm will be required to provide a VetHUB Subcontracting Plan (VetHSP) for the intended subcontracting opportunities for the project, regardless of the amount of the project. The VetHSP must be submitted along with the proposal for the project. This applies to all projects, regardless of size or scope, awarded via this Project Service Contract. A VetHSP is **not** required with this submission.

Questions regarding the completion of the VetHUB Subcontracting Plan should be directed to UNTS HUB department at hub@untsystem.edu .

3.0 PRE-PROPOSAL MEETING: Not Applicable

4.0 EVALUATION:

Proposals will be evaluated in accordance with the criteria and methodology established in this section. Evaluation will consist of an initial review of mandatory qualifications and proposal compliance, followed by a scored evaluation of proposals that satisfy the applicable requirements. Only proposals meeting the mandatory qualifications identified in Section 1.5 and the applicable submission requirements of this RFP will advance to the scored evaluation process, subject to any clarification or waiver of minor informalities permitted by the solicitation and applicable law.

Responses shall be evaluated against the following Evaluation Criteria:

Minimum Qualifications

To be eligible for further evaluation and consideration for award, proposers must demonstrate compliance with the mandatory qualifications established in Section 1.5, Proposer Mandatory Qualifications. Compliance will be evaluated on a pass/fail basis based on the information submitted in the proposal, including applicable documentation provided in Attachment C – Qualifications. Proposals that fail to demonstrate compliance with the applicable mandatory qualifications will not advance to the scored evaluation process, subject to any clarification procedures permitted by the solicitation and applicable law.

Evaluation Criteria and Weights

Evaluation Criteria

Proposers that demonstrate compliance with the Mandatory Qualifications established in Section 1.5 will be eligible to advance to the scored evaluation process. Qualified proposals will be evaluated in accordance with the criteria and corresponding weights identified below. Selection will be based on the proposer's demonstrated qualifications, relevant experience, technical capabilities, proposed approach, past performance, and evaluated pricing to determine the best value to the University of North Texas System (UNTS).

a) Evaluated Pricing – Proposed pricing will be evaluated in accordance with Attachment B – Pricing, using the standardized Evaluated Price methodology established therein. The Evaluated Price will be calculated using the proposed maximum hourly rates and standardized assignment evaluation fees. Transaction-based compensation, commissions, success fees, and other pricing terms will be reviewed separately for completeness, reasonableness, potential conflicts of interest, and cost exposure, but will not be included in the mathematical price score.

b) Team Qualifications and Relevant Experience – Evaluation will consider the qualifications, professional experience, and demonstrated capabilities of the proposed key personnel and subconsultants, including their experience performing comparable real estate advisory assignments. Consideration will be given to the team's specialized expertise, relevant project experience, and ability to perform the services identified in the Scope of Services.

c) Firm Performance and Past Experience – Evaluation will consider the firm's demonstrated performance on comparable real estate advisory contracts or assignments, including the quality of services delivered, successful completion of assignments, responsiveness, and client satisfaction. Consideration may include past and current assignments, client references, and the firm's demonstrated ability to manage multiple engagements and deliver services in accordance with established schedules and client expectations.

d) Management Approach and Service Delivery – Evaluation will consider the firm's proposed approach to managing and delivering services under the IDIQ contract, including assignment coordination, staffing availability, communication procedures, quality assurance/quality control, technical methodologies, responsiveness, and ability to manage multiple concurrent assignments. Consideration will also be given to the firm's approach to addressing complex or time-sensitive real estate advisory matters and coordinating with UNTS stakeholders

e) Quality of Proposal – Evaluation will consider the organization, clarity, completeness, responsiveness of the proposal including the proposer’s ability to clearly communicate its qualifications, capabilities, and proposed approach in accordance with the submission requirements established in this RFP, and if applicable, the interview.

Evaluation Criteria Weights

Evaluation Criteria	Weight
Criteria A: Evaluated Pricing	10%
Criteria B: Team Experience	30%
Criteria C: Firm Performance	25%
Criteria D: Management Approach	25%
Criteria E: Quality of Proposal (interview if applicable)	10%
TOTAL	100%

5.0 SELECTION PROCESS:

Selection of the Successful Offer submitted in response to this RFP by the Submittal Deadline will be made using the competitive process described below. After the opening of the offers and upon completion of the initial review and evaluation of the offers submitted, selected proposers may be invited to participate in oral presentations. The selection of the Successful Offer may be made by the Owner on the basis of the offers initially submitted, without discussion, clarification or modification. In the alternative, selection of the Successful Offer may be made by the Owner on the basis of negotiation with any of the proposers.

At the Owner's sole option and discretion, it may discuss and negotiate all elements of the offers submitted by selected proposers within a specified competitive range. For purposes of negotiation, a competitive range of acceptable or potentially acceptable offers may be established comprising the highest rated offers. The Owner will provide each proposer within the competitive range with an equal opportunity for discussion and revision of its offer. The Owner will not disclose any information derived from the offers submitted by competing proposers in conducting such discussions.

Further action on offers not included within the competitive range will be deferred pending the selection of the Successful Offer, however, Owner reserves the right to include additional offers in the competitive range if deemed to be in its best interest. After the submission of offers but before final selection of the Successful Offer is made, the Owner may permit a proposer to revise its offer in order to obtain the proposer's best final offer.

The Owner is not bound to accept the lowest priced offer if that offer is not in its best interest, as determined by the Owner. The Owner reserves the right to: (a) enter into agreements or other contractual arrangements for all or any portion of the Scope of Work set forth in this Proposal with one or more proposers; (b) reject any and all offers and re-solicit offers; or (c) reject any and all offers and temporarily or permanently abandon this procurement, if deemed to be in the best interest of the Owner

5.1 Evaluation of Criteria: The successful offer will be the offer that is submitted in response to this Proposal by the Submittal Deadline and is the most advantageous to the Owner at Owner's sole discretion.

Evaluation Procedure

The University will evaluate each response based mainly on qualifications. The review will consider team experience, firm performance, procedures and methods, submittal quality, and how proposed pricing compares with market benchmarks.

Responses will be scored using the following criteria and weights:

Evaluation Criteria	Weight
Criteria A: Evaluated Pricing	10%
Criteria B: Team Experience	30%
Criteria C: Firm Performance	25%
Criteria D: Management Approach	25%
Criteria E: Quality of Proposal (interview if applicable)	10%
TOTAL	100%

Phase 1: Qualifications Evaluation

The evaluation team will first score Team Experience, Firm Performance, Procedures and Methods, and Quality of Submittal. Together, these criteria make up 90% of the total score.

During this phase, evaluators will not receive the Pricing Alignment Matrix results. This allows them to review qualifications, experience, approach, and submittal quality without considering price.

Evaluators will finish scoring these criteria before they receive the Pricing Alignment Matrix results.

Phase 2: Pricing Alignment Review

After the qualifications review is complete, the Pricing Alignment Matrix results will be added to the final evaluation. The Pricing Alignment Matrix makes up 10% of the total score. It measures how closely each firm's proposed pricing compares with established market benchmarks

The matrix does not identify or favor the lowest-priced firm. It compares proposed pricing with the established market midpoint. Pricing well above or below the midpoint will receive a lower score.

The absolute percentage variance from the applicable market midpoint will be calculated as follows:

Absolute Variance = |(Proposed Price − Market Midpoint) ÷ Market Midpoint|

- 5 points: Variance of 10% or less
- 4 points: More than 10% and up to 20%
- 3 points: More than 20% and up to 30%
- 2 points: More than 30% and up to 40%
- 1 point: More than 40%
- NR: No response or pricing information provided
- If a firm provides a range of hourly rates, the midpoint of that range will be compared with the applicable market midpoint.

The analysis will also show the University's established market low, midpoint, and high. The midpoint will be used to calculate the Pricing Alignment Score. The full market range will provide added context for reviewing the proposed pricing.

Phase 3: Final Evaluation

After both reviews are complete, the scores will be combined using the stated evaluation weights.

The Pricing Alignment Matrix is a secondary part of the evaluation. It shows whether proposed pricing is generally in line with market benchmarks. It does not replace the evaluation team's review of qualifications, experience, performance, procedures and methods, or submittal quality.

The University will base its selection on the overall evaluation. The focus will be the firm's and proposed team's qualifications, past performance, procedures and methods, and the quality and completeness of the submittal.

Pricing Review and Exceptions

The Pricing Alignment Score does not mean that a rate or fee is the lowest available price or the final market price. The University may further review pricing that falls well outside the market range. It may also review broad hourly-rate ranges or other pricing terms, regardless of the Pricing Alignment Score. This review may include subconsultant markups, transaction or success fees, third-party commissions, and similar charges. These items may be considered when reviewing the firm’s overall compensation structure.

In evaluating Proposals to determine the best value for the State, The Owner may consider information related to past contract performance of a Proposer including, but not limited to, Texas Comptroller of Public Account’s Vendor Performance Tracking System. According to Education Code 51.9335, the Owner also considers “Best Value” in the award process. Best Value to the state is located in Attachment “A”, Section 1.5.

5.2 Proposer’s Acceptance of Process: Submission of an offer by a proposer indicates: (1) the proposer’s acceptance of the Selection Process, the Evaluation of Criteria for selection, and all other requirements and specifications set forth in this Proposal; and (2) the proposer’s recognition that some subjective judgments must be made by the Owner during this Proposal process.

6.0 SUBMITTAL DEADLINE:

6.1 Submit a total of one (1) complete copy of the entire response electronically. A signature must appear on the Proposal Form.

A. The Owner reserves the right to accept late proposals; however, proposals received after opening time will not be accepted.

B. Facsimile ("FAX") or emailed proposals are not acceptable.

The Proposal must be submitted no later than 2:00p.m. CST on January 12, 2027. Proposals received after the date and hour previously stated will not receive consideration.

Via electronic delivery, UNTS Jaggaer link:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS

Proposals will be received until the date and time established for receipt, then opened. The names of the proposers who submitted proposals will be made public. Pricing will be available after the solicitation is awarded. **No public opening will be held for this RFP.**

In order to submit proposals electronically, Proposer must have a working, registered vendor username and password to login. If this is the first time Proposer has attempted to submit a response electronically, please register at:

https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS

Proposers are highly encouraged to ensure you have a working login in advance of the submission deadline.
Proposer is responsible for ensuring it has the technical capability to submit its proposal via electronic submission.

Browser requirements: Chrome

Proposer shall be solely responsible for ensuring timely submission of the Proposal.

UNTS is not responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal of inaccessibility of the submitted data.
Proposers are highly encouraged to prepare and allow for sufficient time to familiarize themselves with the electronic submission requirements and to address any technical or data issues Prior to the Proposal due date and time.

In order to be considered responsive, the following items must be submitted in Jaggaer:

- All UNTS provided RFP forms completed
  i. UNTS Terms and Conditions (Attachment A)
  ii. Pricing document (Attachment B)
  iii. Proposer Submission Requirements & Qualifications (Attachment C)
  iv. Resumes of Key Individuals of project team
- Proposal signed
- One electronic form filed online
- Addendums included in response (if applicable)

7.0 Questions:

Any questions or concerns regarding this Request for Proposals shall be directed to:

Aurika Weaver-White – Construction Contract Expeditor II
University of North Texas System
Strategic Infrastructure Planning & Construction (SIPC)

Please submit solicitation questions to: aurika.weaver-white@untsystem.edu

All questions must be received no later than November 23, 2026, at 2:00p.m. CST. All questions and answers will be posted to the website by 5:00p.m, CST, December 11, 2026.

The Owner specifically requests that Proposers restrict all contact and questions regarding this RFP to the above-named individual.

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued electronically by addendum (amendment) and posted at:

https://finance.untsystem.edu/vendor-resources/bid-inquiry/bid-opportunities.php
https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS, and
http://www.txsmartbuy.com/sp

All such addenda issued by the Owner prior to the time that proposals are received shall be considered part of the RFP, and the Proposer shall be required to consider and acknowledge receipt of such on the proposal form. Proposers are responsible for obtaining any addenda posted on the websites listed above.

Only those inquiries the Owner replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. The Proposer must acknowledge all addenda on this proposal form.

8.0 SCHEDULE OF EVENTS. The solicitation process for this RFP will proceed according to the following schedule:

EVENT	DATE
Issue RFP	November 9, 2026
Pre-Proposal Conference	N/A
Deadline for Submission of Questions	November 23, 2026 @ 2:00p.m.
Deadline for Submission of Responses	January 12, 2027 @ 2:00p.m.
Public Opening	N/A
Expected Award of Contract-on or before	February 2027

8.1 REVISIONS TO SCHEDULE. The Owner reserves the right to change the dates in the schedule of events above upon written notification to prospective Proposers through a posting on the Owners website https://finance.untsystem.edu/vendor-resources/bid-inquiry/bid-opportunities.php; https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UNTS; and the Electronic State Business Daily (ESBD) http://www.txsmartbuy.com/esbd as an Addendum

9.0 PUBLIC OPENING: Not Public

10.0 REFERENCES (REQUIRED) – See Attachment C – Proposer Submission Requirements & Qualifications
.

11.0 INSURANCE REQUIREMENTS: The Real Estate Advisory Services firm shall procure, pay for and maintain with insurance carriers the following:

11.1 Workers' Compensation Insurance:

- The Real Estate Advisory Services firms shall secure and keep in effect such insurance as will protect Real Estate Advisory Services firm from claims under all Worker's Compensation Laws including occupational Disease as required by the State of Texas or the State in which the work is being performed, whichever is applicable.
- Certificates of such insurance shall be filed by the Real Estate Advisory Services firm with the Owner and shall be subject to the Owner's approval as to carrier and adequacy, prior to commencement of work.
- The Real Estate Advisory Services firm shall ascertain that all Sub-Real Estate Advisory firms secure and keep in effect similar insurance covering their employees.
- Workers Compensation with a waiver of subrogation in favor of UNTS at statutory limits and include Employer's Liability at the following limits:
    - $1,000,000 each accident (bodily injury by accident)
    - $1,000,000 policy limit (bodily injury by disease)
    - $1,000,000 each employee (bodily injury by disease)

11.2 Liability Insurance: The Real Estate Advisory Services firm shall maintain and pay for Commercial General Liability Insurance, including Contractual Liability and Automobile Liability Insurance, in a company or companies satisfactory to the Owner, and file with the Owner certificates of such insurance with minimum limits specified below.

11.3 Commercial General Liability: with UNTS named as an additional insured where its interest may appear and waiver of subrogation in favor of UNTS.

- $1,000,000 each occurrence
- $2,000,000 aggregate
- $5,000 Medical Expense each person
- Coverage shall include Contractual liability

11.4 Business Automobile Liability with UNTS named as an additional insured where its interest may appear and waiver of subrogation in favor of UNTS:

- $1,000,000 Each occurrence, Combined Single Limit
- Coverage shall include any owned units, hired or non-owned vehicles

11.5 Professional Liability, written on a claims-made basis, covering services rendered under this Agreement, subject to:

- $1,000,000 Each claim
- $2,000,000 Aggregate limit
- Retroactive date (or prior acts coverage) shall precede the effective date of this Agreement
- Defense Costs shall be in addition to policy limits
- If coverage is cancelled during the term of the Agreement, an extended reporting provision must be purchased, allowing for claims to be reporting up to two years after the cancelation of the policy

11.6 The insurance certificate must:

- List all services performed by Real Estate Advisory firm under UNTS Real Estate Advisory Services IDIQ contract (TCM#).
- Include a provision that the Owner will be given thirty (30) days written notice of cancellation, non-renewal or material changes of insurance coverage. If any such insurance carrier is unwilling or unable to provide this notice, the requirement is placed upon the Real Estate Advisory Services firm.

11.7 Certificates indicating coverage to be enforced shall be filed with the Owner prior to commencement of work. No work shall be performed under this Agreement unless the insurance coverage required hereunder shall be in full force and effect.

11.8 Vendor shall provide Owner with proper insurance documentation. Work on the project cannot begin until the documentation is received and approved.

11.9 The Commercial General Liability and Automobile Liability policies must be written on a primary basis and non-contributory with any insurance and/or self-insurance maintained by UNTS.

UNT System

Strategic Infrastructure,
Planning & Construction

ATTACHMENT A

UNTS Terms and Conditions

RFP769-27-974AW

Real Estate Advisory Services

ATTACHMENT A - TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE SOLICITATION.

1.1 Response Requirements:

a. Respondents must comply with all the rules, regulations and statutes relating to purchasing in the State of Texas, to the rules and regulations of the University of North Texas System and the requirements of this form. The University of North Texas System (UNTS) consists of the University of North Texas, University of North Texas at Dallas, and the University of North Texas Health Science Center at Fort Worth.

b. Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.

c. Responses should be submitted on this form. Responses will be time stamped on or before the hour and date specified for the response opening.

d. Unsigned responses will not be considered under any circumstances. Person signing response must have the authority to bind the firm in a contract.

e. Quote F.O.B destination, freight prepaid and allowed. Otherwise, specify exact delivery cost and terms.

f. Response prices are to be firm for UNTS acceptance for 180 days from response opening date. “Discount from list” Responses should be specified. Cash discount will not be considered in determining the low response. All cash discounts offered will be taken if earned.

g. Respondents must give unit prices for each item to be purchased. Respondents may respond less than the total number of items. An “All or None” response by Respondent may be rejected at the option of UNT System.

h. Respondents should give Payee ID Number, full firm name, and address of respondent on the face of this form. Enter in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the following:

Enter Federal Employer's Identification Number_____

i. Responses cannot be altered or amended after opening time. Alterations made before opening time should be initialed by respondent or his authorized agent. No response can be withdrawn after opening time without approval by UNTS based on an acceptable written reason.

j. Purchases made for UNTS use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.

k. UNTS reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the response to best serve the interests of UNTS.

l. Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.

m. FACSIMILE FOR RESPONSE— UNTS will not accept responses via facsimile.

n. QUOTATIONS AND RESPONSES: Any quotation number referenced is for pricing purposes only. In addition, UNTS solicitation terms and mutually acceptable written revisions, if any, shall apply. Any terms and conditions not accepted through UNTS Business Support Services, Procurement Services in writing are not binding on either party.

o. Catalogs, brand names or manufacturer’s references are descriptive only, and indicate type and quality desired. Responses on brands of like nature and quality will be considered if response specifies such. If responding on other than referenced, response should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of product offered are requested to be made part of the response. Failure to take exception to specifications or reference data will require respondent to furnish specified brand names, numbers, etc.

p. Unless otherwise specified, items offered shall be new and unused.

q. In addition, all electrical items must meet all applicable state and federal standards and regulations, and bear the appropriate listing such as ANSI, FCC, NEMA, NTRL, and OSHA standards.

r. Samples, when requested, must be furnished free of expense to UNTS. If not destroyed in examination, they will be returned to the respondent, on request, at respondent’s expense. Each sample should be marked with respondent’s name and address, and requisition number. Do not enclose in or attach offer to sample.

s. UNTS will not be bound by any oral statement, or representation contrary to the written specifications of this Response.

t. Manufacturer's standard warranty shall apply unless otherwise stated in the Response.

1.2 Tie Responses: In case of tie bids, any award will be made in accordance with TAC, Title 34, as amended.

1.3 Delivery:

a. Show number of days required to place material at UNTS designated location under normal conditions. Failure to state delivery time obligates respondent to deliver in fourteen (14) calendar days. Unrealistic delivery promises may cause offer to be disregarded.

b. If delay is foreseen, respondent shall give written notice to UNTS. Vendor must keep UNTS advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes UNTS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

c. No substitutions permitted without written approval of UNTS Business Support Services, Procurement Services.

d. Delivery shall be made during normal UNTS working hours only, unless prior approval has been obtained from UNTS Business Support Services, Procurement Services.

1.4 Inspection and Tests: All goods will be subject to inspection and test by UNTS. Authorized UNTS personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the response or on samples taken from regular shipment. All costs shall be borne by the respondent in the event products tested fail to meet or exceed all conditions and requirements in this Solicitation. Goods delivered and rejected in whole or in part may, at UNTS option, be returned to the respondent or held for disposition at respondent's expense. Latent defects may result in revocation of acceptance.

1.5 Award of Contract: A response to this Solicitation is an offer to contract based upon the terms, conditions and specifications contained herein. Responses do not become contracts until they are accepted through a UNTS purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas as the same may be amended from time to time. The Education Code 51.9335 shall be considered in making an award when specified. Venue for any suit filed against the UNTS shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

a. An award is made to the vendor submitting the lowest and/or best value response conforming to this specification. To determine the lowest and/or best value response, in addition to price, BEST VALUE may be considered by some of the criteria listed below:

i. The quality, availability, and adaptability of the supplies, materials, equipment, or contractual services to the particular use required;

ii The purchase price;

iii. The reputation of the vendor and of the vendor’s goods or services;

iv. The quality of the vendor's goods or services;
v. The extent to which the goods or services meet UNTS needs;
vi. The vendor's past relationship with UNTS and its component institutions;
vii. The impact on the ability of UNTS to comply with laws and rules relating to historically under utilized business;
viii. The total long-term cost to UNTS of acquiring the vendor's goods or services;
ix. And any other relevant factor that a private business entity would consider in selecting a vendor.

b. DEBTS TO THE STATE: Any party indebted to the State of Texas or any party who is more than thirty (30) days delinquent for Child Support is not entitled to payment on this purchase order or any accompanying contract
c. If a "best offer" vendor shows not to be in "good standing" this agency may reject the response and award to the next best response.
d. The UNTS reserves the right to award the entire contract to a single Vendor or to award different components to different Vendors, whichever UNTS, at its sole discretion, determines to be in its overall best interest, as solely determined by the responsible parties of UNTS.
e. Delivery may be a factor in this award.

1.6 **Payment Terms:** UNTS shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty days following the latter of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: UNTS Business Support Services-Payment Services; 1112 Dallas Dr. Ste. 4000, Denton, TX 76205 or electronically submitted to invoices@untsystem.edu.

a. Payment on any contract will be withheld if Respondent is determined to be more than thirty (30) days delinquent for Child Support.
b. Successful respondent shall be responsible for referencing the purchase order number(s) resulting from this response on any invoice(s) packing list(s), correspondence etc. Invoicing must coincide to prices quoted either on a unit, hourly, etc. basis.
c. DISQUALIFICATION: Response is subject to disqualification if respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the UNTS is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.

1.7 **Patents and Copyrights:** The vendor agrees to protect UNTS from claims involving infringement of patents or copyrights.

1.8 **Vendor Assignments:** Vendor hereby assigns to UNTS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann Sec. 15.01, et seq. (1967). Inquiries pertaining to Solicitations must give solicitation number, codes, and opening date.

1.9 **Respondent Affirmation:** Signing this response with a false statement is a material breach of contract and shall void the submitted response or any resulting contracts, and the respondent shall be removed from all bidder lists. By signature provided below, the respondent hereby affirms and certifies that:

a. The respondent 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 the submitted response.
b. The respondent is not currently delinquent in the payment of any franchise tax owed the State of Texas.
c. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business.
d. Under Section 2155.004 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 the certification is inaccurate.
e. Under Section 231.006(d), Family Code (relating to child support), the respondent certifies that the individual or business entity named in this offer is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
f. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
g. Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
h. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through bidder and the requirement to cooperate is included in any subcontract it awards
i. Respondent certifies that they are in compliance with Section 669.003 of the Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive:_____

Name of State Agency:_____

Date of separation from State agency:_____

Position with respondent:_____ Date of employment with respondent:_____

1.10 **Pursuant to Section 231.006 of the Family Code**, response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. Vendors that have pre-registered this information on the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) have satisfied this requirement. If not pre-registered, list the name and social security numbers for each person. Otherwise, this information must be provided prior to contract award.

ATTACHMENT A - TERMS AND CONDITIONS

1.11 Proposer 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 Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of UNTS, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of the University of North Texas System within the immediate twelve (12) month prior to the Submittal Deadline; and (iii) no person who, in the last four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 660.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.

1.12 **Note to Vendors: Any terms and conditions attached to any response will not be considered unless specifically referred to on the Solicitation and may result in disqualification of the response.**

a. **Dispute Resolution:** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. If Chapter 2260 applies to this Purchase Order, then the statutory dispute resolution process must be used by the vendor to attempt to resolve all of its disputes arising under this Purchase Order.
   i. Any contractual claim of respondent that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, respondent shall submit written notice, as required by subchapter B, to Michael Abernethy, Director of Procurement Services, UNTS Business Support Services. Said notice shall specifically state that the provisions of Chapter 2260, of subchapter B, are being invoked. Compliance by respondent with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
   ii. The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is respondent's sole and exclusive process for seeking a remedy for any and all alleged contractual claims if the parties are unable to resolve their disputes under subparagraph (A) of this paragraph.
   iii. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the UNTS and its component institutions nor any conduct of any representative of the UNTS and its component institutions hereafter shall be considered a waiver of sovereign immunity to suit. The submission, processing, and resolution of respondent's claim is governed by the published Rules *adopted by the Texas Office of the Attorney General pursuant to Chapter 2260, as currently effective, hereinafter enacted* or subsequently amended. Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by respondent, in whole or in part. The designated individual responsible on behalf of the UNTS for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of H.B. 826 of the 76th Texas Legislature shall be Michael Abernethy, Director of Procurement Services, UNTS Business Support Services.
   iv. Venue and service of process for suits involving UNTS is governed by Section 105.151 of the Texas Education Code.

b. **Excess Obligations Prohibited**: The Texas Constitution (Article XVI, Section 10) prohibits obligators beyond the current appropriations, which UNTS applies annually. Any Purchase Order may be canceled at any time without penalty if legislative and/or UNTS funds are not appropriated for goods or services obligated on any Purchase Order beyond the current fiscal year (September 1 through August 31 of any given year.)

c. **Cancellation**: Items or orders may be canceled without the consent of the vendor due to failure to fulfill their contractual obligations. If cancellation is requested by UNT System for some other reason through no fault of the vendor, the vendor will be contacted. UNTS reserves the right to cancel this contract upon thirty (30) days written notice to the contractor. The contractor must request and secure in writing the approval of Procurement Services to be released from this contract or any portion thereof should conditions unforeseeable occur.

d. **Miscellaneous:** The laws of the State of Texas shall prevail including the Public Information Act. Any order is not confidential. All transactions associated with this Order may be subject to audit. Vendor by accepting this Order agrees to allow access to all records regarding this transaction upon written request by the UNTS Internal Auditors and/or UNTS Business Support Services Procurement Services

e. RESPONSE RESULTS: It is not the policy of UNTS to furnish results over the telephone. Bid tabulations may be requested at https://bsc.untsystem.edu/content/bid-inquiry. UNTS shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNTS in an electronic format.

f. **Centralized Master Bidders List ("CBML"):** The UNTS utilizes the Texas Comptroller of Public Accounts Centralized Master Bidders List (CMBL) for Historically Underutilized Businesses (HUB). The CMBL is located at: http://www.window.state.tx.us/procurement/. Non-HUB respondents are identified from various sources including the CBML.

1.13 **Indemnification: Vendor further agrees to indemnify, defend, and hold harmless the UNTS, its Board of Regents, officers and employees, from and against any and all claims, actions, suits, demands, proceedings costs, liability, injuries, damages or allegations of such brought by an act or omission of vendor or vendor's employees and/or subcontractors or due to vendor's product or services. This indemnification shall include but not be limited to acts or omissions related to environmental hazards.**

1.14 The parties understand and agree that any purchase order/contract may be subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including, but not limited to, the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"). Vendor agrees to comply with all Privacy Laws that are applicable to this purchase order/contract and to negotiate in good faith to execute any amendment to this purchase order/contract that s required for the terms of this purchase order/contract to comply with applicable Privacy Laws. In the event the parties are unable to agree on the terms of an amendment pursuant to this paragraph within thirty (30) days of the date the amendment request is delivered by one party to the other, this order may be terminated by either party upon written notice to the other party.

1.15 **Important Notice:** Any purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provision of Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

ATTACHMENT A - TERMS AND CONDITIONS

1.16 **Federal Funds:** All procurements of supplies equipment, and services utilizing Federal Funds (e.g. Federal Grant or Contract) shall be made in accordance with all applicable federal rules and regulations: Federal Acquisition Regulations (FAR), Federal Office of Management and Budget (OMB) Educational Institutions (even if part of a State or local government) follow: OMB A-21 for cost principles, A-110 for administrative requirements, and A-133 for audit requirements. All procurement requirements contained in the above referenced circulars are incorporated herein by reference. By signing this solicitation document vendor certifies that vendor is in compliance with OMB A110 and that vendor is not on the Debarred Bidders List.

1.17 Suspension, Debarment, and Terrorism: Vendor further certifies that the vendor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that vendor is in compliance with the State of Texas statutes and rules relating to procurement and that vendor is not listed on the federal government's terrorism watch list as described in executive order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

1.18 Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code, Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.

1.19 Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

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Strategic Infrastructure,
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ATTACHMENT B

Pricing

RFP769-27-974AW

Real Estate Advisory Services

Attachment B Pricing

RFP769-27-974AW Real Estate Advisory Services IDIQ

Proposer: _____

Complete all fields for each service category offered. Provide only the pricing requested below; do not submit a separate rate schedule unless needed to explain an expressly stated limitation. Rates must include labor, overhead, profit, routine office expenses, and local travel. Independent appraisals and other professional services governed by Texas Government Code Chapter 2254 are excluded.

All proposed rates, fees, markups, and other pricing must remain firm throughout the three-year base term and both optional one-year renewal periods.

A Hourly Labor Rates

Blended Labor Category and Included Positions	Minimum Hourly Rate	Maximum Hourly Rate
Executive and Principal (Principal, executive sponsor, senior executive)	$_____ / hr	$_____ / hr
Project Manager and Senior Advisor (Project director, engagement manager, senior advisor)	$_____ / hr	$_____ / hr
Consultant and Technical Specialist (Consultant, financial modeler, market/transaction/GIS specialist)	$_____ / hr	$_____ / hr
Analyst and Administrative Support (Analyst, associate, research and production support)	$_____ / hr	$_____ / hr

B Standardized Assignment Evaluation Pricing

For evaluation purposes, provide a fixed or not-to-exceed fee for the advisory services described under each hypothetical assignment. This amount creates a common dollar comparison among proposers and will be used only in the Evaluated Price. If the proposer normally charges a commission, success fee, transaction percentage, or other contingent compensation for the service, disclose it separately in Section C. Do not include third-party commissions or transaction-based compensation in the standardized assignment evaluation fee. These scenarios do not guarantee work.

Assignment	Pricing Assumptions	Standardized Evaluation Fee Fixed or NTE
1 Market and Comparable Analysis	One property; up to 10 comparable transactions; market-rate/value analysis; memorandum and one presentation.	$_____
2 Site and Development Feasibility	One site; three alternatives; market scan; conceptual financial model and sensitivity analysis; report and presentation.	$_____
3 Acquisition Lease or Disposition Advisory	One asset; market and financial review, proposal comparison, negotiation and due-diligence support; excludes brokerage commission and third-party reports.	$_____
4 Portfolio Strategy	Up to 10 assets; data validation, performance screen, prioritization matrix, recommendations and executive presentation.	$_____

C Other Pricing Terms

Item	Proposed Pricing or Limitation
Maximum subconsultant markup	_____%
Transaction-based or success compensation	Method/base: _____ Percentage: _____% Minimum: $_____ Maximum cap: $_____
Third-party commission or compensation	Expected payer: _____ Credited against UNTS fee: Yes / No
Reimbursable expenses	Actual cost without markup; receipts and advance written approval required.

Certification: The proposer certifies that the pricing is complete, all third-party compensation is disclosed, and no minimum volume is guaranteed.

Authorized Representative: _____ Title: _____ Date: _____

Signature: _____

UNT System

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ATTACHMENT C

PROPOSER SUBMISSION REQUIREMENTS & QUALIFICATIONS

RFP769-27-974AW

Real Estate Advisory Services

ITEMS 1 THROUGH 3 TO BE SUBMITTED WITH PROPOSAL

Proposer's Name: _____

Point of Contact: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No. _____

Email: _____

State Comptroller Vendor Identification Number: _____

1. GENERAL

A. Qualification information submitted shall be applicable only to the company entity or branch that will perform this Service.

B. Attach your Project Organization Chart and resumes of individuals who would be assigned to this project.

2. STATEMENT OF QUALIFICATIONS FORM

1. Provide information for each state in which your firm is licensed to provide Real Estate Advisory Services. Reference the solicitation document section 1.1, Specifications for requested scope of services.
   Information should include state/jurisdictions, licensing agencies, license number for agents/team members who would be working on Owner's projects, and any service limitations in certain jurisdictions.
   Additional documentation may be submitted.

2. Provide the number of years of experience the firm has in advising public agencies on real estate matters.

3. Describe any past disciplinary actions or complaints filed with any licensing authorities listed above.

4. Describe your firm's methodology for determining, assessing, and validating real estate value and market opportunities. Include your approach to:

    - Market research, market analysis, and competitive benchmarking;
    - Financial modeling, feasibility studies, and highest-and-best-use analyses;
    - Acquisition, disposition, restructuring, and transaction advisory services;
    - Portfolio optimization and asset repositioning analyses;
    - Coordination, review, and interpretation of third-party appraisals if applicable; and
    - Development of recommendations that support strategic real estate decision-making.

    Provide examples of analytical methods, data sources, key performance indicators, valuation techniques, and deliverables used to support your conclusions and recommendations**.**

5. Describe your reporting capabilities. What dashboards, summaries, or analytics can you provide to the Owner?

6. Can you provide examples of recent valuation reports? (Reports can be redacted and added as supplemental documentation to Proposals)

7. Describe any technology platforms your firm utilizes for market analytics, property search, or transaction management. Will any platforms require direct integration or the input of proprietary information? How will such platforms support strategic planning, forecasting, or site selection?

8. Explain any value-added services your firm provides at no additional cost.

3. PROPOSER SUBMISSION REQUIREMENTS

Reference solicitation document section 1.3

Attach requested information (page intentionally left blank)

ATTACHMENT D

VetHUB SUBCONTRACTING FORM

Attachment D

Rev. 6/26

State of Texas Subcontracting Plan

When is a subcontracting plan required?

A subcontracting plan is required for state of Texas contracts when the contracting agency has determined that subcontracting opportunities are probable with prospective vendors certified by the Texas Comptroller through the Veteran Heroes United in Business (VetHUB) program, for a contract with an expected value of $100,000 or more. (**Texas Government Code Chapter 2161, Subchapter F**; **34 Texas Administrative Code Section 20.285**.)

When a state agency requires a subcontracting plan as part of the contract solicitation, a bid, proposal, offer or other applicable expression of interest must contain a completed plan to be considered responsive.

Who completes a subcontracting plan?

Every responding vendor — whether a prime contractor or self-performing with no subcontractors — must submit a complete subcontracting plan.

A vendor who intends to use subcontractors must demonstrate their good faith effort to recruit certified VetHUBs, whether or not they ultimately award business to them. *A state agency will not use the subcontractors' VetHUB status to select the winning vendor.* All subcontractors must be listed in the subcontracting plan.

A self-performing vendor who will not subcontract any of the work on the contract must indicate that it will complete the contract with its own resources and submit the completed subcontracting plan.

Does a subcontracting plan have to be followed?

The subcontracting plan forms part of the contract. Subcontractors may not be dropped or replaced without amending the subcontracting plan with approval by the agency. A self-performing contractor may not use subcontractors without amending the subcontracting plan.

SUBCONTRACTING PLAN INSTRUCTIONS

The contracting agency must complete this section and include this form in the solicitation.

Solicitation Number

Solicitation Title

Agency Number

Agency Name

AGENCY COORDINATOR FOR COURTESY SUBCONTRACTING PLAN REVIEWS (OPTIONAL)

Name

Email Address

Phone Number: (Point of Contact)

SOLICITATION POINT OF CONTACT

Name

Email Address

Phone Number: (Point of Contact)

The contracting agency must describe the subcontracting goal and provide examples of potential subcontracting opportunities. This information may also be included in the solicitation document.

UNTS | UNT| UNT Health | UNTD FY2026 UNTS VetHUB Goals
Heavy construction other than building contracts, 0.00%
Building construction, including general contractors and operative builders contracts, 3.70%
Special trade construction contracts, 6.01%
Professional services contracts, 3.25%
Other services contracts, 3.17%
Commodities contracts, 2.46%

Section 1: Respondent Information

Respondent (Company) Name

State of Texas Vendor ID Number

Point of Contact

Email Address

Phone Number

Is your company a state of Texas Certified VetHUB? Yes No

Requisition/Solicitation No.

Bid/Response Due Date (mm/dd/yyyy)

Section 2: Declaration of Self-performing or Subcontracting

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. 34 Texas Administrative Code Section 20.282 defines a "Subcontractor" as an entity that contracts with a prime contractor to work or contribute toward completing work under a purchase order or other contract. *The term does not include employees of the contractor but includes contracted workers who will work on the contract.*

Will your company fulfill the entire contract with its own resources, including employees, goods and services?

Yes, my company will self-perform the entire contract.
Submit pages 1 and 2 only.

No, my company will subcontract portions of the contract.
Go to Section 4: Respondent's Subcontracting Opportunities

Section 3: Affirmation of Self-performing Contractor

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 subcontracting plan is true and correct. Respondent understands and agrees that, if awarded any portion of the contract:

- The respondent must seek approval from the contracting agency prior to making any modifications to its subcontracting plan, including hiring subcontractors to perform any work under this contract. If the subcontracting plan is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work site where services are being performed and must provide documentation regarding staffing and other resources.

sign here Signature

print here Printed Name

Title

Date (mm/dd/yyyy)

Section 4: Respondent's Subcontracting Opportunities

This section must be completed by all respondents who propose to subcontract portions of the contract work.

List below all opportunities (commodities, services or contractor staffing) you will subcontract. Also, based on the total value of the contract, provide the percentage of the contract you expect to subcontract to certified VetHUBs, and the percentage of the contract you expect to award to other subcontractors.

Search NIGP Code Book at **https://commbook.app.cpa.state.tx.us/**

Item Number	Subcontracting Opportunity Description	Reference Code (e.g. NIGP, NAICS, CIS, UNSPSC)	VetHUB-certified subcontracted percentage of total contract	Other subcontracted percentage of total contract
1			%	%
2			%	%
3			%	%
4			%	%
5			%	%
6			%	%
7			%	%
8			%	%
9			%	%
10			%	%
11			%	%
12			%	%
13			%	%
14			%	%
15			%	%
16			%	%
17			%	%
18			%	%
19			%	%
20			%	%
21			%	%
22			%	%
23			%	%
24			%	%
25			%	%

Section 5: Subcontracting Plan – Good Faith Effort

Section 5.1: Subcontracting Opportunity

Submit a copy of Section 5 for each subcontracting opportunity you listed in Section 4. Download additional forms at https://comptroller.texas.gov/purchasing/vendor/hub/forms.php.

Enter the item number and description of the subcontracting opportunity you listed in Section 4.

Item Number	Subcontracting Opportunity

Section 5.2 Mentor Protégé Program

If respondent is participating as a mentor in a state of Texas Mentor Protégé Program, submitting a protégé (protégé must be a state of Texas certified VetHUB) as a subcontractor to perform the subcontracting opportunity listed in **Section 5.1** constitutes a good faith effort for that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in Section 5.1 to your protégé.

No. Go to Section 5.3: Notification of Subcontracting Opportunity.

Yes. Go to Section 5.4: Subcontractor Selection.

Section 5.3 Notification of Subcontracting Opportunity

Demonstrate your good faith effort to notify Texas certified VetHUBs by communicating each subcontracting opportunity you listed in Section 4.

Search the VetHUB Directory by business category or NIGP code to identify appropriate VetHUBs that work in the area where you are seeking subcontractors. Certified VetHUBs can be sourced using the VetHUB-only search and will be marked with the Active Bidder (A-Approved) VetHUB status.

Send either the Subcontracting Opportunity Notification template or an email notice that includes at minimum:

- Scope of work
- Location to review plans and specifications (if applicable)
- Bonding and insurance requirements
- Required qualifications
- Name of state agency
- State agency's point of contact
- State agency point of contact's phone number
- Requisition/solicitation number
- Prime contractor's contact name
- Prime contractor's contact email
- Prime contractor's contact phone number
- Date response required; allow at least seven business days for response excluding weekends and state holidays.

Save copies of emails sent to VetHUBs and the responses received and attach to your subcontracting plan to document the good faith effort. A contract shall not be awarded to a prime contractor whose subcontracting plan good faith effort does not contain accurate supporting documentation.

List two VetHUBs you notified of the subcontracting opportunity listed in Section 5.1. Include the company's Texas Vendor Identification (VID) Number, the date of the notice and indicate whether the HUB responded.

Company Name	Texas VID (Do not enter Social Security Nos.)	Date Notice Sent (mm/dd/yyyy)	VetHUB Response
			Yes No
			Yes No

Section 5.4 Subcontractor Selection

A copy of Section 5 must be completed for each subcontracting opportunity you listed in Section 4. Download additional forms at **https://comptroller.texas.gov/purchasing/vendor/hub/forms.php**.

Company Name	Certified VetHUB	Texas VID or Federal EIN (Do not enter Social Security Nos.)	Approximate Dollar Amount	Expected Percentage of Contract
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%
	Yes No		$	%

Section 6: Affirmation of Prime Contractor

I am an authorized representative of the respondent listed in Section 1 ("Respondent"). I affirm that the information and supporting documentation submitted with this subcontracting plan is true and correct. Respondent understands and agrees that, if awarded a contract:

- Respondent will promptly notify all the subcontractors of their selection as a subcontractor for the contract. The notice must specify the contracting agency's name, point of contact for the contract, the contract award number, the subcontracting opportunity the subcontractor will perform and the value of the subcontract.
- Respondent must obtain approval from the contracting agency prior to modifying its subcontracting plan, including hiring subcontractors to perform any work under this contract.
- Respondent must submit progress assessment reports (PAR) with each invoice to the contracting agency. The PAR template is available on the **Comptroller's website**.
- Respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and work site where services are being performed and provide documentation regarding staffing and other resources.

sign here _____
Signature

print here _____
Printed Name

_____
Title

_____
Date (mm/dd/yyyy)

Subcontracting Opportunity Notification Form

If your business is interested in bidding on the subcontracting opportunity identified in Section C, please reply by the date listed.

Section A: Prime Contractor's Information

Company Name

Point of Contact | Email Address | Phone Number

Section B: Contracting State Agency Information

Agency Name | Solicitation No.

Section C: Due Date and Description

Subcontracting Opportunity

Time and Date Response Due (minimum seven business days):

Time _____ ☐ a.m. ☐ p.m. on Date (mm/dd/yyyy) _____

Subcontracting Opportunity Scope of Work:
Required Qualifications:
Bonding and Insurance Requirements:
Other Contract Requirements: ☐ Not Applicable
Location to Review Plans/Specifications: ☐ Not Applicable

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ATTACHMENT D

Sample Contract

RFP769-27-974AW

Real Estate Advisory Services

INDEFINITE DELIVERY INDEFINITE QUANTITY AGREEMENT
FOR
REAL ESTATE ADVISORY SERVICES

This Indefinite Delivery Indefinite Quantity Agreement ("IDIQ Agreement") is entered into by the University of North Texas System ("Owner") and _____ ("Professional") to provide planning and implementing development projects on and around university campuses. Services provided through this contract include enterprise-wide portfolio assessments, lease audits, utilization and asset performance studies, market analyses and competitive benchmarking, financial and feasibility analyses transaction advisory services for acquisitions, dispositions and restructures, appraisal coordination, and development of a long-range institutional real estate portfolio strategy. Such Services to be performed on an indefinite delivery indefinite quantity basis as requested by the Owner in accordance with this IDIQ Agreement.

ARTICLE I
BASIC PROVISIONS

Professional Name:	***(NAME)***
Services:	***Real Estate Advisory Services-At times, the individual IDIQ service order issued per this contract may also require additional services to complete the project and other related and professional and technical services.***
RFQ Number:	***RFP769-27-974AW***
	The terms and conditions of the RFQ are incorporated herein for all purposes.
Effective Date:	***Date of last signature***
Agreement Term:	***Thirty-Six (36) Months***
Renewal Term:	***Two (2) One (1) year renewals***
Maximum Annual Service Orders Issued:	***Not to exceed One Million Seven Hundred Fifty Thousand ($1,750,000)***
Maximum Value of IDIQ Agreement:	***Not to exceed Seven Million (7,000,000) for the term and any renewal terms***

SAMPLE

Uniform General Conditions will only apply should Professional Services as defined by Texas Government Code Section 2254 be performed on a project utilizing a Service Order.

This IDIQ Agreement incorporates by reference the Uniform General Conditions ("UGC") for all purposes. This IDIQ Agreement supersedes all prior IDIQ Agreements, written or oral, between Professional and Owner and shall constitute the entire agreement and understanding between the parties with respect to the services described herein. In the event of a conflict between the terms and conditions of this IDIQ Agreement, a Service Order, the UGC and the Owner's RFQ, the terms of this IDIQ Agreement, including Exhibit A, shall control, followed by the Service Order and its Statement of Work (as to scope, schedule, and price only), then the terms and conditions of the UGC (to the extent applicable), then the Owner's RFQ. The UGC applies to a Service Order only if, and only to the extent that, the Service Order states that the services include real estate appraisal, design, construction phase services, or other service that fall under Government Code 2254.

ARTICLE II
DEFINITIONS

2.1 The terms, words and phrases used in this Agreement and throughout the Contract Documents are in addition to the definitions given in the UGC.

2.2 "Service Order" is the contractual instrument issued by Owner to the Professional under this IDIQ Agreement, which sets forth the services to be provided by the Professional on a particular project. Each Service Order issued by Owner shall include a Statement of Work, performance time and negotiated price for such work not to exceed rates in Exhibit A. An individual Service Order shall become, in effect, a fixed-price agreement when the Purchase Order and Notice to Proceed (NTP) is issued. The completed NTP authorizes the Professional to begin work under that Service Order.

2.3 "Statement of Work" is a description of specific work to be performed by the Professional as negotiated by Owner and Professional, which shall contain sufficient detail to determine the scope of work and services to be provided by the Professional on a particular project and time for performance. The work described in a Statement of Work shall be ordered through an associated Service Order.

ARTICLE III
SERVICE ORDER PERFORMANCE

3.1 Professional shall furnish all the services described in a Service Order issued hereunder. All such services shall be in accordance with and shall conform to the type of services requested under the RFQ applicable to this IDIQ Agreement.

3.2 The Owner shall provide a NTP to the Professional, in which a date shall be set for commencement of performance of services under a Service Order. The Professional shall complete the work by the date specified in the Service Order. A completion date may be extended by amendment approved in writing by Owner.

SAMPLE

3.3 No Service Orders may be issued after the expiration of the Agreement Term or any subsequent Renewal Term. For work in progress pursuant to a Service Order placed prior to the expiration of the Agreement or Renewal Terms, or for any unfinished or defective work, or warranty or indemnity obligations, the terms of this IDIQ Agreement shall remain in full force and effect.

3.4 The Owner makes no representations regarding the amount or type of services, if any, that the Professional will be asked to provide to Owner during the term of this IDIQ Agreement. It is expressly understood that the Owner is under no obligation to request any services from the Professional and no minimum amount of work is required or contemplated under this IDIQ Agreement. All service requests under this IDIQ Agreement will be made by the Owner on an as-needed basis and shall be subject to future agreement on the scope of the work and the fee as set forth in a Service Order.

ARTICLE IV
PROFESSIONAL RESPONSIBILITIES

4.1 Professional agrees to use Professional's best efforts, skill, judgment, and abilities so as to perform services provided under any Service Order in an expeditious and timely manner to the level of competency presently maintained by practicing professionals in the same type of work in the State of Texas.

4.2 Professional agrees to perform services provided under any Service Order in compliance with all national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders applicable to Professional's performance of the services. Professional is not responsible for the project's compliance with codes or other requirements that govern its design or construction.

4.3 Services provided by Professional under any Service Order shall be reasonably accurate and free from material errors or omissions. Professional shall promptly correct any known or discovered error, omission, or other defect in the reports or other services provided by Professional that results from Professional's failure to perform in accordance with Section 4.1, without any additional cost or expense to Owner. Professional makes no warranty, express or implied, other than as stated in Section 4.1, and does not guarantee any particular result, cost, schedule, financing outcome, approval, or performance by any third party.

4.4 The Professional shall pay all royalties and license fees, which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the Professional and used in the performance of the Services.

4.5 For each Service Order, Professional shall designate a representative primarily responsible for services provided. The designated representative shall act on behalf of Professional with respect to services provided by Professional and shall be available as required for the benefit of the project and Owner. The designated representative shall not be changed without prior written approval of the Owner, which approval shall not be unreasonably withheld.

SAMPLE

4.6 Professional must submit a Heros United in Business Subcontracting Plan ("HSP") with every Service Order, which shall be subject to the Owner's approval and compliance efforts. The Professional agrees to comply with the terms of its HSP. No changes to the HSP may be made unless approved in writing by the Owner. While the IDIQ Agreement is in effect and until the expiration of one year after final termination of the IDIQ Agreement and any extension thereto, the Owner may require information from the Professional, and may conduct audits, to assure that the HSP is being followed/was followed.

4.7 SUB-CONSULTANTS

4.7.1 With the prior written approval of the Owner, the Professional may subcontract such services as the Professional deems necessary to meet its obligations under this IDIQ Agreement or any Service Order. Sub-consultants shall be qualified and experienced in the type of work they will be performing. Owner shall have the right to reject any Sub-consultant, but such right shall not relieve the responsibility of the Professional for his work and the work of the Sub-consultant. Professional expressly assumes such responsibility and liability.

4.7.2 The Professional shall be responsible for the management of the Sub-consultants in the performance of their work.

4.7.3 If this IDIQ Agreement or any Service Order is terminated, each subcontract agreement shall be assigned by the Professional to the Owner, provided that: (a) this IDIQ Agreement or any Service Order is terminated by the Owner pursuant to Article 9; and (b) the Owner accepts such assignment by notifying the Sub-consultant and the Professional in writing, and assumes all rights and obligations of the Professional pursuant to each subcontract agreement.

4.7.4 The Professional agrees to bind every Sub-consultant and material supplier (and require every Sub-consultant to so bind its sub-consultants and material suppliers) to all provisions of this IDIQ Agreement or any Service Order as they apply to the Sub-consultants' or material Suppliers' portions of the Services.

4.7.5 The Professional will be allowed to add a maximum mark-up not to exceed ten percent (10%) on subcontracted Work.

4.7.6 Performance of services by employees of Professional's affiliates (entities that control, are controlled by, or are under common control with Professional) is not a subcontract, assignment, sublet, or delegation under this IDIQ Agreement or any Service Order and does not require Owner's approval under Section 4.7.1. Professional remains responsible to Owner for services performed by its affiliates' employees.

4.8 HAZARDOUS WASTE

Article 4.8 is applicable when the Services include performing construction activities.

4.8.1 The Owner represents it has disclosed to the Professional any waste which poses substantial or potential threats to public health or the environment (Hazardous

SAMPLE

Waste), known by the Owner to exist on or near the Site, if applicable to the Professional's Services. If unanticipated Hazardous Waste is discovered at the Site, the Professional will be entitled to immediately stop work in the affected area. The Professional will promptly report the condition to the Owner and, if required, the governmental agency with jurisdiction. The Professional shall not be obligated to commence or continue Services until any Hazardous Waste discovered at the Site has been removed, rendered harmless, or determined to be harmless by the Owner.

4.8.2 The Professional shall not be required to perform any Services relating to or in the area of unanticipated Hazardous Waste without written mutual agreement.

4.8.3 The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the unanticipated material encountered and whether it is a Hazardous Waste requiring corrective measures or remedial actions. Such measures and actions shall be the sole responsibility of the Owner and shall be performed in a manner minimizing any adverse effect upon the Services of the Professional.

4.8.4 Safety Data Sheets (SDS) as required by law and pertaining to materials or substances used or consumed in the performance of the Services, whether obtained by the Professional, Subcontractors, or Owner, shall be maintained at the Site by the Professional and made available to the Owner and Subcontractors.

4.8.5 During the Professional's performance of the Services, the Professional shall be responsible for the proper handling of all materials brought to the Site by the Professional.

4.9 OWNERSHIP AND REPRODUCTION OF DOCUMENTS

4.9.1 All documents, drawings, specifications, electronic data, and information ("Documents") prepared, provided, or procured by the Professional, its Subcontractors, or consultants in performance of this IDIQ Agreement or any Service Order and delivered to Owner under any Service Order shall become the property of the Owner. The Documents owned by the Owner shall include all additional or confirmatory land survey field notes, sketches, and related data and additional or confirmatory soils engineering or investigations, samples, calculations, test results and reports, or any other direct services for which the Owner has paid.

Notwithstanding anything to the contrary contained in this IDIQ Agreement, Professional shall retain all right, title, and interest in and to all of its Proprietary Models whether developed before or during the term of this IDIQ Agreement, including improvements to and derivatives of them, and whether or not incorporated in Documents. As used herein, "Proprietary Models" shall mean all patents, trademarks, copyrights, trade secrets, registered designs, service marks, trade names, logos, inventions, and all other intellectual property rights relating to proprietary software, analytical models, methods, and techniques that Professional owns and uses in the course of its business activities, including, without limitation, performing work pursuant to this IDIQ Agreement.

SAMPLE

4.9.2 The Professional shall provide copies of all Documents required in a quantity that is sufficient for Owner's intended purpose.

4.9.3 In the event of a termination of this IDIQ Agreement pursuant to Article 9, the Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project.

ARTICLE V
DESIGN PROFESSIONALS

Article 5 is applicable when the Services include providing Professional Services as defined by Texas Government Code Section 2254.

5.1 If the final estimated construction cost prepared by the Contractor prior to bid opening, or the lowest and best bid(s) received exceeds the actual amount applied toward the construction of the Project, excluding all contingencies, fees, and administrative costs (Construction Cost Limitation) of the Owner's estimate of the total Project cost from inception to turn-over to the ultimate user, by more than ten percent (10%), the Owner may, at its discretion:

5.1.1 direct the Professional to make changes at no additional expense to the Owner in the Construction Documents to permit re-bidding of the Project within the shortest, reasonable time; or,

5.1.2 direct the Professional to revise the scope or quality, or both, of the Project, so as to reduce the Project construction cost at no additional expense to the Owner; if so directed by the Owner, modify the Construction Documents, as directed, in order to reduce the estimated project construction cost to be within the adjusted construction cost portion of the Project Budget; or,

5.1.3 direct the Professional to assist the Construction Manager in negotiating with lowest and best bidder(s).

5.2 When authorized by the Owner in writing, revising previously approved drawings, specifications, or other documents to accommodate changes shall be paid for by the Owner as additional work, provided, however, that no compensation for extra services shall be paid for the following:

5.2.1 revisions directed by the Owner pursuant to paragraphs 5.1;

5.2.2 corrections of design errors or omissions; and

5.2.3 changes initiated by the Professional without Owner's written approval.

SAMPLE

ARTICLE VI
OWNER RESPONSIBILITIES

6.1 The Owner will furnish available information in regard to the Services to the extent requested by the Professional and provide the Professional with access to the Site as reasonably necessary for the completion of the Professional's services under a Service Order.

6.2 Owner hereby expressly reserves the right to designate one or more representatives to act partially or wholly for Owner in connection with the performance of Owner's obligations hereunder. The Professional shall act only upon instructions from such representatives unless otherwise specifically notified to the contrary.

6.3 The Owner shall provide Professional with timely input and feedback from its senior decision makers, as well as access to information, facilities, and other personnel or designees upon reasonable request from Professional to avoid unreasonable delay in the progress of the Services provided.

ARTICLE VII
COMPENSATION

7.1 Attached hereto as Exhibit A and incorporated by reference for all purposes, is a schedule of hourly rates by position and a statement of allowable charges and a multiplier for sub-consultant work that shall not be exceeded in order to calculate the fixed price amount to be paid to Professional for Services performed under any Service Order. Pricing shall not change during the entire term of this Agreement, including any extended renewal years.

7.2 Unless otherwise stated in the Service Order, following the completion of a Service Order, Professional shall submit an invoice to the Owner and Owner shall make payment to Professional within thirty (30) days of approving the invoice. The Owner shall render payment in accordance with the terms and conditions of its usual and customary Purchase Order. Service Orders may include proposals for periodic invoices, including monthly or at key milestones, to be mutually agreed upon by the Owner and Professional.

7.3 All invoices submitted for payment must include a HUB Progress Assessment Report (PAR). The PAR should document compliance with the HSP.

7.4 Owner shall only be responsible for payment of actual amount of reimbursable expenses permitted as defined below. Professional shall invoice for reimbursement and shall submit receipts necessary to verify reimbursable expenses along with any reimbursement request.

7.4.1 Printing and printing supplies; plotting, photography; renderings; postage; delivery and handling materials at actual expense incurred.

SAMPLE

7.4.2 Fees for special consultants, as authorized and approved in advance by Owner for other than structural, mechanical, electrical, and civil engineering Services; estimating Services; or other Services specifically agreed to in writing or included herein.

7.4.3 Travel expenditures at State of Texas reimbursement rates; provided further that no reimbursement will be made for travel within the Denton-Dallas-Fort Worth area or that involve less than 150 miles round-trip.

7.5 For any said sum paid by Owner, the Professional agrees to accept same in full settlement of all claims for Services rendered by Professional under a Service Order.

7.6 Owner shall be billed in accordance with Chapter 2251, *Texas Government Code* and interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251, *Texas Government Code*. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur.

ARTICLE VIII
INDEMNITY AND INSURANCE

8.1 **INDEMNITY**

Professional covenants and agrees in accordance with Chapter 2254 of the Texas Government Code to FULLY INDEMNIFY and HOLD HARMLESS, Owner and its component institutions, the UNTS Board of Regents, and their elected and appointed officials, employees, officers, directors, volunteers, and representatives, 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 that is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control. IN THE EVENT PROFESSIONAL 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. THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS IDIQ AGREEMENT.

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

8.1.2 Professional shall promptly advise Owner in writing of any claim or demand against Owner or against Professional known to Professional related to or arising out of Professional's activities under this IDIQ Agreement.

SAMPLE

8.2 INSURANCE

The Real Estate Advisory Services firm shall procure, pay for and maintain with insurance carriers the following:

8.2.1 Workers' Compensation Insurance:

- The Real Estate Advisory Services firms shall secure and keep in effect such insurance as will protect Real Estate Advisory Services firm from claims under all Worker's Compensation Laws including occupational Disease as required by the State of Texas or the State in which the work is being performed, whichever is applicable.
- Certificates of such insurance shall be filed by the Real Estate Advisory Services firm with the Owner and shall be subject to the Owner's approval as to carrier and adequacy, prior to commencement of work.
- The Real Estate Advisory Services firm shall ascertain that all Sub-Real Estate Advisory firms secure and keep in effect similar insurance covering their employees.
- Workers Compensation with a waiver of subrogation in favor of UNTS at statutory limits and include Employer's Liability at the following limits:
    - $1,000,000 each accident (bodily injury by accident)
    - $1,000,000 policy limit (bodily injury by disease)
    - $1,000,000 each employee (bodily injury by disease)

8.2.2 Liability Insurance: The Real Estate Advisory Services firm shall maintain and pay for Commercial General Liability Insurance, including Contractual Liability and Automobile Liability Insurance, in a company or companies satisfactory to the Owner, and file with the Owner certificates of such insurance with minimum limits specified below.

8.2.3 Commercial General Liability: with UNTS named as an additional insured where its interest may appear and waiver of subrogation in favor of UNTS.

- $1,000,000 each occurrence
- $2,000,000 aggregate
- $5,000 Medical Expense each person
- Coverage shall include Contractual liability

8.2.4 Business Automobile Liability with UNTS named as an additional insured where its interest may appear and waiver of subrogation in favor of UNTS:

- $1,000,000 Each occurrence, Combined Single Limit
- Coverage shall include any owned units, hired or non-owned vehicles

8.2.5 Professional Liability, written on a claims-made basis, covering services rendered under this Agreement, subject to:

- $1,000,000 Each claim
- $2,000,000 Aggregate limit

SAMPLE

- Retroactive date (or prior acts coverage) shall precede the effective date of this Agreement
- Defense Costs shall be in addition to policy limits
- If coverage is cancelled during the term of the Agreement, an extended reporting provision must be purchased, allowing for claims to be reporting up to two years after the cancelation of the policy

8.2.6 The insurance certificate must:

- List all services performed by Real Estate Advisory firm under UNTS Real Estate Advisory Services IDIQ contract (TCM#).
- Include a provision that the Owner will be given thirty (30) days written notice of cancellation, non-renewal or material changes of insurance coverage. If any such insurance carrier is unwilling or unable to provide this notice, the requirement is placed upon the Real Estate Advisory Services firm.

8.2.7 Certificates indicating coverage to be enforced shall be filed with the Owner prior to commencement of work. No work shall be performed under this Agreement unless the insurance coverage required hereunder shall be in full force and effect.

8.2.8 Vendor shall provide Owner with proper insurance documentation. Work on the project cannot begin until the documentation is received and approved.

8.2.9 The Commercial General Liability and Automobile Liability policies must be written on a primary basis and non-contributory with any insurance and/or self-insurance maintained by UNTS.

8.2.10 Professional shall give the Owner written notice within ten (10) business days after Professional receives notice that coverage required under this article will be cancelled or non-renewed. Prior to the start of Services and upon renewal or replacement of the insurance policies, the Professional shall furnish the 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 its limits, or is to be cancelled, the Professional will give the Owner prompt written notice upon actual or constructive knowledge of such condition.

8.2.11 The Owner reserves the right to review the insurance requirements set forth in this Article during the term of this IDIQ Agreement and to propose reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Professional. Any adjustment requires the written agreement of both parties, applies only to Service Orders issued after the adjustment, and any resulting increase in Professional's premium is reimbursable by Owner.

SAMPLE

ARTICLE IX
TERMINATION

9.1 With or without cause, the Owner reserves and has the right to terminate this IDIQ Agreement or any Service Order issued hereunder or to cancel, suspend or abandon execution of all or any Services provided under this IDIQ Agreement or any Service Order at any time upon written notice to the Professional. The Professional may terminate this IDIQ Agreement upon seven (7) days written notice to the Owner only if the Owner substantially fails to perform obligations under Article 6 of this IDIQ Agreement or any Service Order, or fails to timely pay the Professional as required under Article 7, and after adequate written notice is delivered to Owner and Owner has failed to take action within thirty (30) days in order to begin to correct the problem.

9.2 In the event of termination, cancellation, suspension, or abandonment of this IDIQ Agreement or any Service Order for reason other than breach of contract, negligence or bad faith on the part of the Professional, the Owner shall pay to the Professional as full payment for Services satisfactorily performed and all reimbursable expenses incurred prior to the date of termination, a prorated portion of the sum specified under the terminated IDIQ Agreement or any Service Order, provided Professional delivers to Owner statements, accounts, reports and other materials as required for payment along with all reports, documents and other materials prepared by Professional prior to termination.

9.3 Within five (5) days of termination, cancellation, suspension, or abandonment of this IDIQ Agreement or any Service Order, the Professional agrees to furnish to the Owner copies of the latest documents prepared by the Professional for any terminated, cancelled, suspended, or abandoned Service Order.

9.4 Termination, cancellation, suspension, or abandonment as provided hereunder shall not relieve Professional or any of its employees of liability for violations of this IDIQ Agreement or any Service Order, or any willful, negligent or accidental act or omission of Professional.

ARTICLE X
MISCELLANEOUS

10.1 Multiple Agreements. Owner may award additional IDIQ Agreements to other Professionals in response to the same RFQ or on the same subject matter upon which this IDIQ Agreement has been awarded. Nothing contained herein limits the right of Owner to issue a request for qualifications for professional Services related to individual projects that may also be performed under this IDIQ Agreement.

10.2 Assignment. The Parties each binds itself, its partners, successors, permitted assigns, and legal representatives to the other party of this IDIQ Agreement and to the partners, successors, permitted assigns, and legal representatives of such other party with respect to all covenants of this IDIQ Agreement. This IDIQ Agreement is a personal service contract for the Services described herein, and Professional's rights and responsibilities in this IDIQ Agreement, Services or obligations hereunder and/or fees due hereunder, or under any related Service Order may not be assigned, sublet, or transferred to a third party without the prior written approval of Owner.

SAMPLE

10.3 Death or Incapacity. If the Professional transacts business as an individual, his death or incapacity shall automatically terminate this IDIQ Agreement as of the date of such event, and neither he nor his estate shall have any further right to perform hereunder; and Owner shall pay him or his estate the compensation payable under the IDIQ Agreement for any Services rendered prior to such termination. If the Professional is a firm comprised of more than one principal and any one of the members thereof dies or becomes incapacitated and the other members continue to render the Services covered herein, the Owner will make payments to those continuing as though there had been no such death or incapacity, and the Owner will not be obliged to take any account of the person who died or became incapacitated or to make any payment to such person or his estate. This provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as the Professional; and if death or incapacity befalls the last one of such group before this contract is fully performed, then the rights shall be as if there had been only one Professional. In any event, notice of the death or incapacity of any principal shall be given to the Owner by any surviving principal within a reasonable time.

10.4 Irreparable Injury. It is acknowledged and agreed that Professional's Services to Owner are unique, which gives Professional a peculiar value to Owner and for the loss of which Owner cannot be reasonably or adequately compensated in damages;

10.5 CERTIFICATIONS

i. Pursuant to Texas Family Code, Section 231.006, Professional 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.

ii. Pursuant to Texas Government Code, Section 2155.004, Professional certifies that the 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.

iii. If a corporate or limited liability company, Professional 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.

iv. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, Professional agrees that any payments owing to Professional under this Agreement may be applied directly toward 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.

v. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Professional certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Professional acknowledges this Agreement may be terminated if this certification is inaccurate.

SAMPLE

vi. Pursuant to Texas Government Code Sections 2252.201-2252.205, Professional certifies that it is in compliance with the requirement that any iron or steel product produced through a manufacturing process and used in the Project is produced in the United States.

vii. If this Agreement is subject to Texas Gov't Code Section 2271.002, Professional hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement. If this Agreement is subject to Texas Gov't Code Section 2274.002, Professional hereby represents, verifies, and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. If this Agreement is subject to Texas Gov't Code Section 2274.002, Professional hereby represents, verifies, and warrants that it does not boycott energy companies and will not boycott energy companies during the term of the Agreement. Professional acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

viii. By signature hereon, Professional certifies that no member of the Board of Regents of the University of North Texas System, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this Agreement.

10.6 Governing Law and Venue. This IDIQ Agreement and any Service Order and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas and venue shall be in Denton County, Texas for any legal proceeding pertaining to this IDIQ Agreement in accordance with the *Texas Education Code*.

10.7 Waivers. No delay or omission by either party in exercising any right or power arising from noncompliance or failure of performance by the other party with any of the provisions of this IDIQ Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any term or condition of this IDIQ Agreement shall not be construed as a waiver of any subsequent breach of that or of any other term or condition of the IDIQ Agreement.

10.8 Severability. Should any term or provision of this IDIQ Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected, and this IDIQ Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

10.9 Records. Records of Professional's related to the Hourly Rate Schedule, Allowable Charges and Reimbursable Expenses and any payments made under this IDIQ Agreement or any Service Order shall be available to Owner or its authorized representative during business hours and shall be retained for seven (7) years after final payment or abandonment of the IDIQ Agreement, unless Owner otherwise instructs Professional in writing. Financial records shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and

SAMPLE

shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

10.10 Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this IDIQ Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, or when sent by e-mail to the address a party designates by notice (provided that a notice of breach or termination is also sent by registered or certified mail), and addressed as follows:

If to Owner:

Director for System Facilities Administration
University of North Texas System
1112 Dallas Drive, Ste. 4200
Denton, Texas 76205

If to Professional:

Name
Address
City, State Zip

or to such other person or address as may be given in writing by either party to the other in accordance with the aforesaid.

10.11 Independent Contractor. Professional recognizes that it is engaged as an independent contractor and acknowledges that Owner will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Professional, in accordance with its status as an independent contractor, covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of Owner by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of Owner, including, but not limited to, unemployment insurance benefits, social security coverage or retirement benefits. Professional hereby agrees to make its own arrangements for any of such benefits as it may desire and agrees that it is responsible for all income taxes required by applicable law.

10.12 Loss of Funding. Performance by Owner under the IDIQ Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature and/or allocation of funds by the UNTS Board of Regents. If the Texas State Legislature fails to appropriate or allot the necessary funds, or the UNTS Board of Regents fails to allocate the necessary funds, then Owner shall issue written notice to Professional and Owner may terminate the IDIQ Agreement in accordance with Article 9. Professional acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner.

SAMPLE

10.13 Confidentiality. All information owned, possessed or used by Owner which is communicated to, learned, developed or otherwise acquired by the Professional in the performance of Services for Owner, which is not generally known to the public, shall be confidential and the Professional shall not, beginning on the date of first association or communication between Owner and Professional and continuing through the term of this IDIQ Agreement and by Service Order and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for Professional's own benefit or the benefit of another (other than in performing the Services), any such confidential information, unless required by law. Except when defined as part of the Work, Professional shall not make any press releases, public statements, or advertisement referring to the Project or the engagement of Professional as an independent contractor of Owner in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of Owner. Professional shall obtain assurances similar to those contained in this Subparagraph from persons, contractors, and subcontractors retained by Professional. Professional acknowledges and agrees that a breach by Professional of the provisions hereof will cause Owner irreparable injury and damage. Professional, therefore, expressly agrees that Owner shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this IDIQ Agreement.

10.14 Open Records. Owner shall release information to the extent required by the Texas Public Information Act and other applicable law. If required, Professional shall make public information available to Owner in an electronic format. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Professional agrees that the Agreement can be terminated if Professional knowingly or intentionally fails to comply with the requirement of that subchapter.

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IN WITNESS WHEREOF the parties hereto have executed this IDIQ Agreement in the day and year first above written.

OWNER:
UNIVERSITY OF NORTH TEXAS SYSTEM

By: _____
(signature)

(Name) _____
(Title)

Date: _____

PROFESSIONAL:
(NAME)

By: _____
(signature)

_____
(typed name and title)

Date: _____

_____
Street/PO Box

_____
City, State, ZIP

_____
Telephone

_____
State of TX Vendor ID Number

SAMPLE

EXHIBIT A

INDEFINITE DELIVERY INDEFINITE QUANTITY

RATE SCHEDULE

This Professional Services Rate Schedule is governed by all terms and conditions contained in the underlying Indefinite Delivery Indefinite Quantity (IDIQ) Agreement, which was entered into by the University of North Texas System and by ***[Firm Name]*** pursuant to **RFQ*[Number]***. This Rate Schedule shall be effective as of the date of the IDIQ Agreement.

Hourly Rates:

Sub-Consultant Multiplier:

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UNIVERSITY OF NORTH TEXAS
[System or Institution Name]

By: _____
Signature
[Authorized Signatory Name]
Name
_____
Title
_____
Date

[Firm Name]

By: _____
Signature
_____
Name
_____
Title
_____
Date

INDEFINITE DELIVERY INDEFINITE QUANTITY AGREEMENT

SERVICE ORDER

This Service Order is governed by all terms and conditions contained in the underlying Indefinite Delivery Indefinite Quantity (IDIQ) Agreement, which was entered into by the *University of North Texas* ***[System or Institution Name]*** and by ***[Firm Name]*** effective as of ***[Date of IDIQ Agreement]*** pursuant to ***[RFP Number]***. This IDIQ Service Order shall be effective as of the last date of signature below.

The attached proposal for ***[Service & Project Name]***, dated ***[Date]*** in the amount of ***[Amount]*** including reimbursable expenses, incorporated herein by reference for all purposes, includes a description of the Statement of Work to be performed under this Service Order ("Work") and the negotiated fixed-price lump sum to be paid for all Work performed under this Service Order. Any additional terms and conditions in the proposal in variance from the terms of the IDIQ Agreement and this Service Order will be of no effect. Reimbursable expenses shall not exceed the amount of ***[Amount]*** . Professional will correct, at its own cost, any of its services provided under this Service Order, and the services of its consultants, that do not meet the industry standard of care. The completion date for the Work will be ***[Date]*** . All Work will be completed in accordance with the Historically Underutilized Businesses Subcontracting Plan dated ***[Date]***.

UNIVERSITY OF NORTH TEXAS [System or Institution Name]

By: _____
Signature

[Authorized Signatory Name]
Name

[Authorized Signatory Title]
Title

_____
Date

[FIRM NAME]

By: _____
Signature

_____
Name

_____
Title

_____
Date

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