

**REQUEST FOR QUALIFICATIONS FOR
ARCHITECT/ENGINEER PROFESSIONAL SERVICES**

**MD ANDERSON CANCER CENTER
Bastrop – Comparative Medicine and Research Building (CMRB)
Expansion
MD ANDERSON Project No.: FPDC-150524**

PRE-SUBMITTAL CONFERENCE:

Date: 1/12/2016
Time: 2:00 pm – 3:00 pm
Michale E. Keeling Center for Comparative Medicine and Research
650 Cool Water Drive
Bastrop, TX 78602
VAB Administration Building, Front Desk

SUBMITTAL DEADLINE:

Date: 2/04/2016
2:00 PM. Local Time

THE UNIVERSITY OF TEXAS

**MDAnderson
~~Cancer~~ Center**

Making Cancer History®

Prepared By:
MD Anderson Cancer Center
Sourcing & Contract Management
7007 Bertner Avenue, Suite 11.2339
Houston, Texas 77030
713-745-8300

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REQUEST FOR QUALIFICATIONS FOR
ARCHITECT/ENGINEER PROFESSIONAL SERVICES
MD ANDERSON CANCER CENTER

**Bastrop – Comparative Medicine and Research Building (CMRB) Expansion
FPDC-150524**

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The University of Texas MD Anderson Cancer Center (“Owner”) is soliciting statements of qualifications (“Qualifications”) for the selection of a Project Architect for the **Owner’s Project Number FPDC-150524 Bastrop – Comparative Medicine and Research Building (CMRB) Expansion** (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications.
- 1.1.1 This Request for Qualifications (“RFQ”) is the first step in what may be, at Owner’s sole discretion, either a ONE or a TWO -step process for selecting a Project Architect. The RFQ provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the Owner. Based on the initial ranking, the Owner may: (1) select up to five (5) of the top ranked qualified respondents to attend Interviews in the second step of the process; or (2) select the “most qualified” respondent identified in the first step of the process and opt not to complete the second step
- 1.1.2 In the second step of a two-step process, Interviews, the “most qualified” respondents will be requested to attend an interview with the Owner to confirm the Qualification submittal and answer additional questions. The Owner will then rank the remaining respondents in order to determine a “most qualified” respondent.
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed.
- 1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.
- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner’s Draft Agreement Between Owner and Project Architect (“Draft Agreement”), a copy of which is attached to this RFQ.
- 1.3.1 Any request to modify any terms or conditions of the Draft Agreement or any of its attachments, riders and exhibits will be taken into consideration before awarding an Agreement to any respondent.
- 1.3.2 Respondent should carefully review the attached Draft Agreement and all of its attachments, riders and exhibits. Respondent must clearly communicate in writing all terms and conditions of the Owner’s Draft Agreement (including all attachments, riders and exhibits) that respondent will require to be changed before respondent will sign the Agreement.

- 1.3.3 Respondents must provide written attestation of its willingness to accept Owner's complete Draft Agreement without change or modification or if respondent will require changes, respondent must provide all actual draft language it proposes for each change requested. In addition to proposed edits, respondent must provide a reasonable and articulable explanation why the respondent requests each change. Redlining Owner's Draft Agreement or providing a statement with the intent or an implication that the agreement will require further discussion or negotiation will not be considered sufficient as a reasonable request for change and will negatively impact respondent's overall ranking.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFQ that materially affect or change its requirements will be posted by the Owner as an addendum on the Owner's web site (<http://www.mdanderson.org/departments/bids>). It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the Qualifications are due are part of the RFQ, and respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications.
- 1.4.1 Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda three (3) calendar days prior to the Submittal Deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications.
- 1.5 **SUBMISSION OF QUALIFICATIONS:**
- 1.5.1 **DEADLINE AND LOCATION:** The Owner will receive Qualifications at the time and location described below.
- 2/04/2016 – 2:00 pm, local time**
- Physical Address for Courier Delivery:**
The University of Texas MD Anderson Cancer Center
Michale E. Keeling Center for Comparative Medicine and Research
650 Cool Water Drive
Bastrop, TX 78602
VAB Administration Building
Attn: Kari Sneed
- 1.5.2 Submit **seven (7)** identical copies of the Qualifications. An original signature must be included on the "Respondent's Statement of Qualifications and Ability to Undertake the Project" document submitted with each copy.
- 1.5.2.1 Respondent must submit one (1) virus free, exact copy of the Qualifications on a CD. The CD must be submitted in a SEALED envelope apart from the other Qualifications documents and must be submitted at the same time the hard copy sealed documents are submitted. The envelope containing the CD must clearly be labeled "Qualifications" and have the name of the submitting firm, the project name, and the RFQ number on both the sealed envelope and on the CD.
- 1.5.3 Submit the Letter of HUB Commitment as described in Section 4.1.2 of this RFQ. The Letter of HUB Commitment shall be submitted by the Submittal Deadline separate from the Qualifications in a SEALED envelope.

- 1.5.4 Late received Qualifications will be returned to the respondent unopened.
- 1.5.5 The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.6 Properly submitted Qualifications will not be returned to respondents.
- 1.5.7 Qualifications materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact person; the package must clearly identify the Submittal Deadline, the RFQ number, and the name and return address of the respondent.
- 1.6 POINT-OF-CONTACT:** The Owner designates the following person as the representative and sole Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct ALL questions regarding this RFQ, to the Point-of-Contact person **identified in Section 1.6 only. RESPONDENTS SHALL NOT CONTACT ANY OTHER OWNER REPRESENTATIVE AT ANY TIME FOR ANY REASON. ALL QUESTIONS MUST BE IN WRITING AND SUBMITTED IN ACCORDANCE WITH THE RFI SUBMISSION TIMELINE ESTABLISHED IN THIS RFQ.**
- John Wroth
The University of Texas MD Anderson Cancer Center
Sourcing & Contract Management
Email: jswroth@mdanderson.org
- 1.7 **EVALUATION OF QUALIFICATIONS:** The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. The top five or fewer ranked respondents may be selected by the Owner to participate in step two of the selection process.
- 1.7.1 Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation.
- 1.7.2 The selection process will involve two separate and sequential steps. Step One will be a selection of the top five or fewer "most qualified" respondents based on Step One criteria. The top five or fewer ranked respondents may be selected by the Owner to participate in Step Two of the selection process. Step Two will identify the respondents selected from Step I and will request the selected respondents to prepare and submit additional information based upon Step Two criteria.
- 1.8 **OWNER'S RESERVATION OF RIGHTS:** The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all Qualifications and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.8.1 Respondent understands and agrees that this RFQ and any subsequent Agreement ensuing from this RFQ is contingent upon approval by Owner. Respondent understands and agrees that Owner has made no representation, written or oral, that any such approvals will actually be obtained. If any such approvals are not obtained, Respondent understands and agrees that

this RFQ and any subsequent Agreement ensuing from this RFQ will be null, void, and of no effect.

- 1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the “most qualified” firm(s) will require subjective judgments by the Owner.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFQ shall be at the sole risk and responsibility of the respondent.
- 1.11 PRE-SUBMITTAL CONFERENCE: A non-mandatory pre-submittal conference will be held at the time and location described below. Although not required, attendance is encouraged to allow firms an opportunity to hear Owner discuss the project and the selection process.

Date: 1/12/2016

Time: 2:00 pm – 3:00 pm local time

The University of Texas MD Anderson Cancer Center
Michale E. Keeling Center for Comparative Medicine and Research
650 Cool Water Drive
Bastrop, TX 78602

AND:

The University of Texas MD Anderson Cancer Center
1MC Building
7007 Bertner Avenue
Conference Room 1MC 2.2462
Houston, TX 77030

- 1.11.1 A guided tour of the project site **will** be included as a part of the conference agenda. This may be the only opportunity for potential respondents to view the project site before the submittal of Qualifications.
- 1.12 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply. This does not preclude a respondent from using consultants. The Owner will contract only with the individual firm or formal organization that submits a Qualification.
- 1.13 HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS: It is the policy of The University of Texas System and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Owner has adopted Rider 104, Policy on Utilization of Historically Underutilized Businesses (See attached). The Policy applies to all contracts with an expected value of \$100,000 or more. If Owner determines that subcontracting opportunities are probable, then a Letter of HUB Commitment is a required element of the Qualifications. Respondent shall submit its Letter of HUB Commitment by the Submittal Deadline separate from the Qualifications in a SEALED Envelope. Respondents are advised that the respondent determined to be the most-qualified respondent will be required to have a HUB Subcontracting Plan (HSP) approved by Owner prior to executing an agreement with Owner. The approved HSP will become an exhibit to any agreement executed between respondent and Owner.

Failure to submit a required Letter of HUB Commitment will result in rejection of the Qualifications. Failure of respondent to submit and receive Owner's approval of an HSP will result in termination of contract negotiations.

1.13.1 STATEMENT OF PROBABILITY

Owner has determined subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, a Letter of HUB Commitment is required as a part of the respondent's Qualifications. Respondent shall develop, submit for Owner's approval and administer a HSP as a part of the respondent's response to this solicitation and its obligations for the Project in accordance with Owner's Policy on Utilization of Historically Underutilized Businesses (HUB).

1.13.2 The HUB Subcontracting goal for this project is **TWENTY THREE POINT SEVEN (23.7)** percent. Respondents are expected to make a good faith effort to meet this goal.

1.13.3 All Letters of HUB Commitment must be submitted by the Submittal Deadline **SEPARATE** from the Qualifications in a **SEALED** Envelope.

1.13.4 Refer to Owner's Policy on Utilization, Historically Underutilized Business (attached) and the Summary of Requirements for a detailed list of attachments required with the Qualifications.

1.13.5 The "Statement of Probability" determines the probability for subcontracting opportunities. This determination will clarify which attachments, detailed in Figure 1, will be required to be completed and returned.

1.13.6 Submit the Letter of HUB Commitment as stated in Section 4.1.2 of this RFQ.

1.14 NOT USED.

1.15 SALES AND USE TAXES: Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include The University of Texas System. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."

1.16 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful respondent will be required to submit certification of franchise tax status as required by State Law (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.

- 1.17 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule implements sec. 406.096, Texas Labor Code, which requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity.
- 1.18 PREVAILING WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the policies and procedures set forth in the U. T. System document, entitled "Prevailing Wage Guidelines." A copy is attached to the Special Conditions. The penalty for violation of prevailing wage rates has been increased from \$10.00 per underpaid worker per day or portion thereof to \$60.00.
- 1.19 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.20 STATE REGISTRATION OF ARCHITECTURE FIRMS: Respondents are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners, 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.
- 1.21 STATE REGISTRATION OF ENGINEERING FIRMS: Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation or joint stock association.
- 1.22 FINANCIAL COMMITMENT: The University of Texas MD Anderson Cancer Center is an institution of The University of Texas System, which consists of nine universities and six health institutions.
- 1.22.1 Each UT System campus is a financially separate entity and shall be solely responsible for the financial commitments of that institution.
- 1.23 ETHICS MATTERS: Respondent and its employees, agents, representatives and subcontractors must read and understand Owner's Conflicts of Interest Policy available at <http://www.mdanderson.org/about-us/compliance-program/conflict-of-interest-policy-no.-adm0255.pdf>, Owner's Standards of Conduct Guide available at <http://www.mdanderson.org/about-us/compliance-program/do-the-right-thing.pdf>, and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics. Neither respondent nor its employees, agents, representatives or subcontractors will assist or cause Owner employees to violate Owner's Conflicts of Interest Policy, provisions described by Owner's Standards of Conduct Guide, or applicable state ethics laws or rules. Respondent certifies that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this RFQ.

- 1.24 **GROUP PURCHASE AUTHORITY:** Texas law authorizes institutions of higher education (defined by section 61.003, *Education Code*) to use group purchasing procurement methods (ref. Sections 51.9335, 73.115, and 74.008, *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful respondent.
- 1.25 **COMPLIANCE WITH LAW:** Respondent is aware of, is fully informed about, and in full compliance with its obligations under existing applicable law and regulations, including Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000(D)), Executive Order 11246, as amended (41 CFR 60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR 60-250), Rehabilitation Act of 1973, as amended (41 CFR 60-741), Age Discrimination Act of 1975 (42 USC 6101 et seq.), Non-segregated Facilities (41 CFR 60-1), Omnibus Budget Reconciliation Provision, Section 952, Fair Labor Standards Act of 1938, Sections 6, 7, and 12, as amended, Immigration Reform and Control Act of 1986, and Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (PL 96-507), the Americans with Disabilities Act of 1990 (42 USC 12101 et seq.), the Civil Rights Act of 1991, University of Texas System Administration Policy UTS165, and all laws and regulations and executive orders as are applicable.

SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND:

The University of Texas MD Anderson Cancer Center is one of the world's most respected centers devoted exclusively to cancer patient care, research, education and prevention.

Created in 1941 as part of The University of Texas System, the institution is one of the nation's original three comprehensive cancer centers designated by the National Cancer Act of 1971. Today, it's one of 68 National Cancer Institute-designated comprehensive cancer centers. U.S. News & World Report's "Best Hospitals" survey has ranked MD Anderson as one of the nation's top two cancer centers every year since the survey began in 1990.

Since 1944, more than 940,000 patients have turned to MD Anderson for cancer care. The multidisciplinary approach to treating cancer was pioneered at the institution. This approach brings together teams of experts across disciplines to collaborate on the best treatment plan for patients. And because MD Anderson's experts focus solely on cancer, they're renowned for treating all types, from common to rare and uncommon diseases.

In Fiscal Year 2013, MD Anderson's 20,000 cancer fighters provided care to more than 120,000 patients. Of these, nearly one-third were new and one-third came from outside Texas, seeking the knowledge-based care that has made the institution so widely respected. In addition, about 7,600 patients participated in clinical trials at MD Anderson designed to identify innovative cancer treatments. The institution's clinical trial program is the largest in the nation.

MD Anderson also ranks first in total amount of grant dollars received from the National Cancer Institute, which helps scientists rapidly translate important knowledge gained in the laboratory to a clinical care setting. In FY13, MD Anderson invested more than \$670 million in research, an increase of 31% over the past five years.

The unprecedented Moon Shots Program launched in 2012 to dramatically accelerate the pace of converting scientific discoveries into clinical advances that significantly reduce cancer deaths.

The program brings together large teams of researchers and clinicians to mount comprehensive attacks on eight cancers initially. They work as part of six moon shot teams: acute myeloid leukemia and myelodysplastic syndrome, chronic lymphocytic leukemia, melanoma, lung cancer, prostate cancer, and triple-negative breast and high-grade serous ovarian cancers, which are linked at the molecular level. So far, the program has received more than \$163 million in private philanthropic commitments. The goal is for *all* cancers to one day become moon shots.

With employees working in more than 50 buildings in the greater Houston area and in central Texas, MD Anderson is the largest freestanding cancer center in the world. Its facilities in the Texas Medical Center — the largest medical center in the world — cover more than 14 million square feet and feature the latest equipment and facilities to support growing needs in outpatient and inpatient care, research, prevention and education.

Current construction projects include the Sheikh Zayed Bin Sultan Al Nahyan Building for Personalized Cancer Care. Construction was substantially complete in December, 2014 and activation and occupancy of the building began in the spring of 2015.

To provide a much-needed expansion of space for clinical, diagnostic and support services in the Main Building, construction is underway on The Pavilion. The project, which is scheduled for completion in early 2016, will allow MD Anderson to treat more patients and improve patient services.

MD Anderson has Houston-area locations in the Texas Medical Center, Bay Area, Katy, Sugar Land, The Woodlands, Bellaire (diagnostic imaging) and Memorial City (surgery). MD Anderson physicians also provide cancer care to the underserved at Lyndon B. Johnson General Hospital in Houston. In addition, there are two research campuses in Bastrop County, Texas, the Michale E. Keeling Center for Comparative Medicine and Research and The Virginia Harris Cockrell Cancer Research Center at Science Park, which are of critical importance to the center's research and education mission. The institution's MD Anderson Cancer Network® also has developed a network of national and international locations:

Partner members

Banner MD Anderson Cancer Center (Gilbert, Ariz.)

MD Anderson Cancer Center at Cooper (New Jersey)

Certified members

13 health systems and hospitals in 11 states

Affiliates

MD Anderson Cancer Center Madrid (Spain)

MD Anderson Radiation Treatment Center at American Hospital (Istanbul)

2.2 MISSION STATEMENT:

Mission. The mission of The University of Texas MD Anderson Cancer Center is to eliminate cancer in Texas, the nation, and the world through outstanding programs that integrate patient care, research and prevention, and through education for undergraduate and graduate students, trainees, professionals, employees and the public.

Vision. We shall be the premier cancer center in the world, based on the excellence of our people, our research-driven patient care and our science. We are Making Cancer History.

Core Values.

- Caring: By our words and actions, we create a caring environment for everyone.
- Integrity: We work together to merit the trust of our colleagues and those we serve.
- Discovery: We embrace creativity and seek new knowledge.

2.3 PROJECT DESCRIPTION, SCOPE AND BUDGET:

The Main Building (Bldg. 401) at Owner's Bastrop Campus is about 40 years old and is nearing the end of its intended, useful life. The building houses a centralized surgical and radiology suite as well as specialized animal housing in support of pre-clinical (GLP) studies and other research programs at the campus. To facilitate vacating and decommissioning the Main Building, Owner intends to expand the existing Comparative Medicine and Research Building (CMRB) to provide the space needed for the services currently located at the Main Building.

Owner seeks to engage a Project Architect, and anticipates engaging a construction manager-at-risk, to develop and complete a facility program document that will confirm the parameters and scope of the project. Key outcomes of this effort are expected to include:

- Completion of a space program that ensures the CMRB is appropriately expanded to meet the needs of the programs that are currently housed in the Main Building..
- Development of a detailed project phasing plan, demonstrating an understanding that daily operations cannot be unreasonably interrupted due to modifications to existing building support systems.
- Design response to owner provided narrative (not yet available) detailing current program needs and projected program needs.
- Confirmation of the scope of the expansion needed to facilitate the vacating of the Main Building.
- Identification of, and means for addressing, key constructability issues that could adversely impact the project.
- Development of a detailed construction cost estimate.

Following completion of the facility program document, the Project Architect will be authorized to complete the schematic design documents for the project. The facility program information, the construction cost estimate, and the schematic design information will be used by the Owner in determining the scope, budget and schedule for the full design and construction of the project.

The Preliminary Project Cost (PPC) for this project is \$7,000,000. The PPC includes a Construction Cost Limitation (CCL) for the Project Architect of \$5,000,000. Fees, furnishings, equipment, other work, miscellaneous expenses, and contingencies make up the balance of the

PPC. This PPC, and the CCL included therein, is premised on the project including only expansion of the CMRB.

2.4 FACILITY PROGRAM DOCUMENT: After the Owner and the successful Respondent negotiate the agreement and before the Owner authorizes the commencement of the design phase, the Owner and the Project Architect will negotiate an additional service for the Project Architect to work with the Owner and prepare a comprehensive facility program document, which is to include a detailed Phasing Plan for the project. The facility program document is expected to be in the form of the Owner's Pre-Design Report Template, a copy of which is included as an Exhibit to the Draft Agreement.

2.4 PROJECT PLANNING SCHEDULE: Key Project planning schedule milestones subject to change at Owner's sole discretion are:

- | | |
|---|------------------------|
| ▪ Owner receives Request For Qualifications | Refer to Section 1.5.1 |
| ▪ Owner conducts Pre-Submittal Conference | Refer to Section 1.11 |
| ▪ Last Day to submit RFI (Q&A will be posted to Internet) | 01/21/2016 |
| ▪ Response to RFI's Posted to Internet) | 01/27/2016 |
| ▪ Owner sends Invitation to Interview (if applicable) | 02/24/2016 |
| ▪ Owner interviews Respondents (if applicable) | 03/10/2016 |
| ▪ Selected Respondent delivers executed agreement to Owner | 03/30/2016 |
| ▪ Selected Respondent submits Schematic Design Documents | 05/23/2016 |
| ▪ Selected Respondent submits Design Development Documents | 08/26/2016 |
| ▪ Construction Manager delivers Guaranteed Maximum Price Proposal | 09/30/2016 |
| ▪ Project Architect submits Construction Documents | 12/16/2016 |
| ▪ Anticipated date for commencement of construction | 02/01/2017 |
| ▪ Construction Manager achieves Substantial Completion | 08/31/2017 |

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

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

3.1 CRITERIA ONE: RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (Maximum of two (2) printed pages per question)

- 3.1.1 Provide a statement of interest for the project including a narrative describing your and your proposed team's unique qualifications as they pertain to this particular project.
- 3.1.2 Provide a statement on the availability and commitment of your firm and its principal(s), and assigned professionals to undertake the project.
- 3.1.3 Provide a brief history of the your firm and each consultant proposed for the project.
- 3.1.4 Provide a graphic representation of the project team, confirming that your firm will be the "Prime Firm" for the Project and each consultant you are proposing to include on your project team.

3.2 CRITERIA TWO: RESPONDENT'S ABILITY TO PROVIDE SERVICES

3.2.1 Provide the following information for your firm:

- Legal name of the company as registered with the Secretary of the State of Texas
- Address of the office that will be providing services
- Number of years in business
- Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc...)
- Number of Employees by skill group
- Annual revenue totals for the past ten (10) years

3.2.2 Provide the three (3) most recent audited financial statements documenting your firm's financial stability.

3.2.3 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

3.2.4 Provide details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Owner.

3.2.5 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

3.2.6 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.

3.2.7 Provide a claims history under professional malpractice insurance for the past five (5) years for your firm and any team members proposed to provide professional architectural or engineering services.

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

3.3.1 Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for principals and key professional members of each consultant that will be involved in the project. Indicate the estimated percent of time these individuals will be involved in the project for pre-design, design and construction administration.

3.3.2 Provide resumes giving the experience and expertise of the professional members for each consultant that will be involved in the project, including their experience with similar projects, the number of years with the firm, and their city of residence.

3.3.3 Clearly identify the members of the proposed team who worked on the listed projects in Criteria 3.4 and 3.5, and describe their roles in those projects. Specifically discuss team members associated with MEP design and coordination.

3.3.4 Describe the basis for the selection of the proposed sub-consultants included in the design team and the role each will play for this project.

- 3.3.5 Describe your firm's process in working with consultants and integrating them into the design process.

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

- 3.4.1 List a maximum of five (5) projects for which you have provided services that are most related to this project, and in research facilities specifically. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

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

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

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

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

- 3.4.2 Identify a maximum of three (3) completed projects, of any type, for which the Prime Firm received an award for design excellence from a recognized organization and provide descriptive information for each.

3.5 CRITERIA FIVE: RESPONDENT'S PAST PERFORMANCE ON U.T. SYSTEM OR OTHER UNIVERSITY SYSTEM PROJECTS IF YOUR FIRM HAS NOT WORKED ON U.T. SYSTEM PROJECTS

- 3.5.1 Identify and describe your firm's past experience on University of Texas System projects within the last five (5) years. Projects may repeat with Section 3.4 above.

If the your firm (or it's consultants) has not previously provided services for The University of Texas System, then identify and describe the Prime Firm's past performance on similar

projects for “major” institutions of higher education and healthcare within the last five (5) years.

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

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

3.6 CRITERIA SIX: RESPONDENT’S GENERAL UNDERSTANDING OF THE OWNER’S DRAFT AGREEMENT AND CAMPUS MASTER PLAN

- 3.6.1 Provide a detailed list (i.e. bulleted) of all Design Services and consultants you will provide to the Owner under Basic Services on this project (including those outlined in Articles 1, 14 and 15 of the Agreement).
- 3.6.2 Provide a detailed list (i.e. bulleted) of all Construction Administration Services and consultants you will provide to the Owner under Basic Services on this project (including those outlined in Articles 1, 14 and 15 of the Agreement).
- 3.6.3 Provide a detailed list (i.e. bulleted) of all Services and consultants you will provide to the Owner as Additional Services for Design and Construction Administration Services on this project (including those outlined in Articles 1, 14 and 15 of the Agreement).
- 3.6.4 Provide a detailed list (i.e. bulleted) of all Reimbursable Expenses you will request from the Owner and on this project (including those outlined in Articles 5, 14 and 15 of the Agreement).
- 3.6.5 State your compliance with the Campus Master Plan and explain how you anticipate incorporating the requirements of the Campus Master Plan into the design of the project.
- 3.6.6 Any request to modify any terms or conditions of the Draft Agreement or any of its attachments, riders and exhibits will be taken into consideration before awarding an agreement to any respondent.
- 3.6.7 Respondent should carefully review the attached Draft Agreement and all of its attachments, riders and exhibits. Respondent **must** clearly communicate in writing all terms and conditions of the Owner’s Draft Agreement (including all attachments, riders and exhibits) that respondent will require to be changed before respondent will sign the agreement.

- 3.6.8 Respondents **must** provide written attestation of its willingness to accept Owner's complete Draft Agreement without change or modification or if respondent will require changes, respondent **must** provide all actual draft language it proposes for each change requested. In addition to proposed edits, respondent must provide a reasonable and articulable explanation why the respondent requests each change. Red-lining Owner's Draft Agreement or providing a statement with the intent or an implication that the agreement will require further discussion or negotiation will not be considered sufficient as a reasonable request for change and will negatively impact respondents overall ranking.

3.7 CRITERIA SEVEN: RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

- 3.7.1 Describe your firm's design philosophy, design methodology, and its process for integrating institutional standards into design.
- 3.7.2 Describe how your firm proposes to develop a program document and phasing strategy during pre-design that will permit for work to be completed while the building is occupied and in use. Describe how you will involve owner stakeholders to seek out the needed information to develop a comprehensive plan that minimizes impact to operations. Describe your experience in developing such a plan and whether a Construction Manager (at Risk) was involved or not. How did you estimate your fee for these efforts? Would you be willing to provide representative examples of your past work in this regard in advance of an interview if you are shortlisted?
- 3.7.3 Describe your firm's quality assurance program explaining the method used and how the firm maintains quality control during the development of Construction Documents and quality assurance during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to Criteria 3.4 and 3.5.
- 3.7.4 Describe your project team's demonstrated technical competence and management qualifications with institutional projects, particularly those for higher education.
- 3.7.5 The Owner has specific system design and construction standards and specification requirements for construction projects. Describe how you propose to incorporate these requirements into this project.
- 3.7.6 Describe your firm's experience working with the Construction Manager-at-Risk delivery method. Discuss your method of working with the contractor as a team member to deliver a Guaranteed Maximum Price and to maintain the GMP throughout the design and construction process.
- 3.7.7 Describe your cost estimating methods for the design and construction phases. How do you develop cost estimates and how often are they updated? For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, provide examples of how these techniques were used and what degree of accuracy was achieved.
- 3.7.8 Describe the way in which your firm develops and maintains work schedules to coordinate with the owner's project schedule. For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, provide examples of how these techniques were used.

- 3.7.9 Describe your firm's service support philosophy, how is it carried out, and how success in keeping this philosophy is measured.
- 3.7.10 Describe the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of the projects listed above. Describe how you used these systems for any combination of three (3) projects listed in response to Criteria 3.4 and 3.5.
- 3.7.11 Describe how you plan to ensure continuity of project objectives starting with identifying a pre-design solution and then moving through design development, moving through construction documents, and finishing with a constructed project that meets the Owner's requirements.
- 3.7.12 Describe the project team's experience in sustainable design and improved indoor air quality.
- 3.7.13 Describe the project team's approach to assuring timely completion of this project, including methods you will use for schedule recovery if necessary.
- 3.7.14 Describe how you track owner input and review comments on your design document submittals to confirm that they have been addressed. Provide examples of reports/logs used for tracking response to and closure on owner comments.
- 3.7.15 Describe examples of projects in which your firm utilized the Owner's Construction Management Information System to correspond with Project Team members and provide construction administration services. MD Anderson utilizes such a system that your firm will be required to utilize for these purposes.
- 3.7.16 The Owner currently has access to national group purchasing programs (GPP) and contracts with various manufacturers and providers of construction materials, systems and services. Describe how your firm would provide coordination of design efforts, including the specification of project materials and systems, with the Owner's GPO.

3.8 CRITERIA EIGHT: BUILDING INFORMATION MODELING (BIM)

- 3.8.1 Describe how you, as a design firm, believe the Owner could benefit from your use of Building Information Modeling (BIM).
- 3.8.2 What technologies do you routinely use for virtual design and construction (VDC) and how you typically ensure that all members of the design team use the same or compatible technologies?
- 3.8.3 Describe how the members of the project team (Owner, contractor, architect, engineers, subcontractors, etc.) will need to use these technologies and interrelate for BIM to be successfully used on this Project.
- 3.8.4 Describe the steps your team will take to ensure these varying technologies are incorporated into the final as-built model?
- 3.8.5 How do you perceive the Owner will use the information (model, drawings, databases, etc.) that you will provide throughout the project and upon project completion and turnover?

- 3.8.6 For any of the projects listed in Section 3.4 or Section 3.5, provide an example how you managed documents (e.g. equipment submittals, shop drawings, etc.) and related them to the "components" in drawings/models so they easily can be found post-construction.
- 3.8.7 For any of the projects listed in Section 3.4 or Section 3.5, describe how Building Information Modeling (BIM) practices were successfully integrated from design through construction. What steps did you take to ensure the information was accurately transferred from the design team to each member of the construction team, including all subcontractors, and accurately delivered to the owner at the end of the project?
- 3.8.8 Describe the methods your team will use to validate as-built conditions and ensure they are accurately reflected on the final record as-built drawings, models, and pdf's?
- 3.8.9 Describe how you ensure that final pdf files are "searchable smart PDF's" relative to the deliverables you provide to the owner upon completion of a project.

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

- 3.9.1 Describe your understanding of the administrative challenges and opportunities associated with providing Design and Construction Administration services for the Owner on this project, and your strategy for resolving these issues.
- 3.9.2 Describe what do you perceive are the critical issues for this project.
- 3.9.3 Understanding schedule limitations, provide an analysis of the Owner's project planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner's decision making.
- 3.9.4 Describe the project team's experience with renovation/expansion projects in occupied facilities, and specifically in managing the impact of modifications to MEP systems on occupants, animals, and research activities during renovations in which the subject building will remain in operation. Discuss how your firm has considered the issues of maintenance of air quality, dust control, and noise and vibration mitigation when developing a design.
- 3.9.5 For any combination of three (3) projects listed in response to Criteria 3.4 and 3.5, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.
- 3.9.6 Provide examples of how the Respondent has creatively incorporated mechanical, electrical, and plumbing solutions in similar structures.
- 3.9.7 In a predominately MEP project, describe how the Project Team should structure the consulting agreement with the MEP firm to ensure that adequate resources are available to produce effective solutions.

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3.10 CRITERIA TEN: EXECUTION OF OFFER

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

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

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

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

- 3.10.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the services required for this Project as described in the Owner's Draft Agreement;
- 3.10.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
- 3.10.6.4 Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
- 3.10.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
- 3.10.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 3.10.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications.
- 3.10.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.
- 3.10.9 By signature hereon, Respondent certifies as follows:
- 3.10.9.1.1 "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- 3.10.9.1.2 "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
- 3.10.9.1.3 "Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
- 3.10.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any University of Texas component, or Respondent has not been an employee of any University of Texas component within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

- 3.10.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (ref. Section 2155.004 Texas Government Code).
- 3.10.12 Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 3.10.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.10.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.
- 3.10.15 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 3.10.16 By signature hereon, Respondent certifies that no member of the Board of Regents of The University of Texas System, or the Executive Officers of the University of Texas System or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

[SIGNATURE SECTION FOLLOWS ON NEXT PAGE.]

3.10.17 Execution of Offer: **RFQ No. 15-12181557**

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

Respondent's Name: _____

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

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

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

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Email Address)

(Authorized Signature)

(Date)

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Qualifications shall be a MAXIMUM OF SEVENTY-FIVE (75) PRINTED PAGES. The cover, table of contents, divider sheets, HUB Subcontracting Plan (Section 1.13), and Execution of Offer do not count as printed pages. Each bound copy must be in the following order.
- Cover
 - Cover Letter
 - Table of Contents
 - CRITERIA ONE: RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT
 - CRITERIA TWO: PRIME FIRM'S ABILITY TO PROVIDE SERVICES
 - CRITERIA THREE: PROJECT TEAM'S ABILITY TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
 - CRITERIA FOUR: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS
 - CRITERIA FIVE: RESPONDENT'S PERFORMANCE ON PAST U.T. SYSTEM PROJECTS
 - CRITERIA SIX: RESPONDENT'S GENERAL UNDERSTANDING OF THE U.T. SYSTEM A/E AGREEMENT
 - CRITERIA SEVEN: RESPONDENT'S COMPLIANCE WITH THE CAMPUS MASTER PLAN
 - CRITERIA EIGHT: RESPONDENT'S KNOWLEDGE OF BEST PRACTICES
 - CRITERIA NINE: RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS
 - CRITERIA TEN: EXECUTION OF OFFER
 - **LETTER OF HUB COMMITMENT – The Letter of HUB Commitment must be submitted at the same time as the sealed Qualifications.** The HUB Subcontracting Plan must be submitted to and approved by Owner prior to the execution of any agreement ensuing from this solicitation. The envelope containing the Letter of HUB Commitment must clearly be labeled "Letter of HUB Commitment", and marked with the project name and the RFQ number.
- 4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.
- 4.1.5 The Owner will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.

- 4.1.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.7 The Owner makes no representations of any kind that an award will be made as a result of this RFQ. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any items and requirements from this RFQ when deemed to be in Owner's best interest.
- 4.1.8 Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. Separate each section of the Qualifications by use of a divider sheet with an integral tab for ready reference. Identify the tabs in accordance with the parts under Section 3, which is to be consistent with the Table of Contents. **TAB IDENTIFICATION BY NUMBERS ONLY IS NOT ACCEPTABLE.**
- 4.1.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 4.2.1 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.**
- 4.2.2 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

4.3 TABLE OF CONTENTS:

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

4.4 PAGINATION:

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

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SECTION 5 - ATTACHMENTS TO THE RFQ

- 5.1 Attachment A - Draft Agreement Between the Owner and Project Architect
- 5.2 Attachment B - Rider 104B; Policy on Utilization Historically Underutilized Businesses
- 5.3 Attachment C - Request for Information Form