

REQUEST FOR QUALIFICATIONS FOR
ARCHITECT/ENGINEER PROFESSIONAL SERVICES

MD ANDERSON CANCER CENTER

Expand Rotary House International Hotel
MD ANDERSON PROJECT No.: 18-0206
RFQ No.: 180206AE/JSW

PRE-SUBMITTAL CONFERENCE:

January 24, 2020, 10:00 am

Jesse H. Jones Rotary House International Hotel
1600 Holcombe Boulevard
Houston, TX 77030
Conference Room RHI 1.202abc

SUBMITTAL DEADLINE:

February 11, 2020, 2:00 pm

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
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MD ANDERSON CANCER CENTER
Expand Rotary House International Hotel
MD Anderson Project No. 18-0206
RFQ No.: 180206AE/JSW

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/Engineer for MD Anderson Project No. 18-0206, Expand Rotary House International Hotel (“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 will be, at Owner’s sole discretion, up to a two-step process for selecting a Project Architect/Engineer. This RFQ provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by Owner. Based on the initial ranking, 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, each of the “most qualified” Respondents to this RFQ may be required to attend an interview with Owner to confirm its Qualifications and answer additional questions. Owner will then rank the interviewed 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 this solicitation is completed.
- 1.2.1 Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.
- 1.3 **FORM OF AGREEMENT:** Any contract resulting from this solicitation will be in the form of Owner’s standard *Agreement Between Owner and Project Architect/Engineer* (“Owner’s Standard Agreement”), a copy of which is attached to this RFQ.
- 1.3.1 Any request to modify any terms or conditions of the Owner’s Standard 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 Owner’s Standard Agreement and all of its attachments, riders, and exhibits. Respondent must clearly communicate in writing all terms and conditions of Owner’s Standard Agreement (including all attachments, riders and exhibits) that Respondent will require to be changed before Respondent will sign the Agreement.
- 1.3.3 Each Respondent must provide written attestation of its willingness to accept Owner’s Standard Agreement in its entirety 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 Respondent requests each change. Redlining Owner's Standard 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 Owner as an addendum on 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 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 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 Owner and should not be relied on in preparing Qualifications.

- 1.5 **SUBMISSION OF QUALIFICATIONS:**

- 1.5.1 **DEADLINE AND LOCATION:** Owner will receive Qualifications at the time and location described below.

February 11, 2020, 2:00 PM, LOCAL TIME

Physical Address for Courier Delivery:

The University of Texas MD Anderson Cancer Center
Facilities Planning Design & Construction
6900 Fannin, Suite FHB 10.1001
Houston, Texas 77030
Attn: John Wroth

- 1.5.2 Respondent must submit **NINE (9)** identical copies of its Qualifications. An original signature must be included on the "Respondent's Statement of Interest and Ability to Undertake the Project" submitted with each copy.
- 1.5.3 Respondent must submit one (1) virus free, exact copy of its Qualifications on a universal serial bus (USB) compatible flash drive clearly labeled "Respondent's Qualifications." The flash drive 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 flash drive 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 flash drive. .
- 1.5.4 Respondent must submit the Letter of HUB Commitment as described in Section 4.1.2 of this RFQ. All Letters of HUB Commitment shall be submitted by the Submittal Deadline separate from the Qualifications in a SEALED envelope..
- 1.5.5 Qualifications that are received after the Submittal Deadline will be returned to Respondent unopened.

- 1.5.6 Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile transmission (fax), or electronic mail (e-mail).
- 1.5.7 Properly submitted Qualifications will not be returned to Respondents.
- 1.5.8 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 Respondent.
- 1.6 **POINT-OF-CONTACT:** Owner designates the following person as the representative and sole Point-of-Contact for this solicitation. Respondents shall restrict all contact with Owner and direct ALL questions regarding this RFQ, to the Point-of-Contact person identified below. **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 Owner. The top five or fewer ranked Respondents may be selected by 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. Step Two, if used, will identify the "most qualified" Respondents based on Step One selection criteria. In Step Two, if used, the "most qualified" Respondents will be requested to attend an interview. Respondents selected for the interview step will be provided with information related to the nature of the questions to be asked during the interview and the opportunity prepare and submit additional information as needed to Owner during the interview.
- 1.8 **OWNER'S RESERVATION OF RIGHTS:** Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. 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” Respondent(s) will require subjective judgments by Owner.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from Respondent’s participation in this procurement process shall be at the sole risk and responsibility of 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 interested parties an opportunity to hear Owner discuss the Project and the selection process.

January 24, 2020; 10:00 AM, Local Time

Jesse H. Jones Rotary House International Hotel
1600 Holcombe Boulevard
Houston, TX 77030
Conference Room RHI 1.202abc

- 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(s) before the submittal of Qualifications. Attendance at the pre-submittal conference is optional.
- 1.12 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may submit Qualifications. This does not preclude a Respondent from using consultants. 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, Owner has adopted Rider 104-A, 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. All Letters of HUB Commitment should be submitted 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 an 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 Respondent's Qualifications. Respondent shall develop, submit for Owner’s approval, and administer a HSP as a part of 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 PERCENT (23.7%)**. 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 Attachment B of Owner's Policy on Utilization of Historically Underutilized Businesses (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 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."
- 1.15 CERTIFICATION OF FRANCHISE TAX STATUS: Respondents are advised that the successful Respondent will be required to submit certification of tax status as required by Chapter 171 of the Texas Tax Code. Respondent agrees that it will require each subcontractor and supplier that it places under contract to also provide a certification of franchise tax status.
- 1.16 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.
- 1.17 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.
- 1.18 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, Austin, Texas, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, Texas Occupations Code.

- 1.19 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.
- 1.20 FINANCIAL COMMITMENT: The University of Texas MD Anderson Cancer Center is an institution of The University of Texas System, which consists of eight academic institutions and six health institutions.
- 1.20.1 Each UT System campus is a financially separate entity and shall be solely responsible for the financial commitments of that institution.
- 1.21 ETHICS MATTERS: Respondent and its employees, agents, representatives and subcontractors must read and understand Owner's Conflicts of Interest Policy available at <https://www.mdanderson.org/about-md-anderson/business-legal/conflict-of-interest.html> Owner's Standards of Conduct Guide available at <https://www.mdanderson.org/about-md-anderson/business-legal/compliance-program/do-the-right-thing.html> and applicable state ethics laws and rules available at <https://www.utsystem.edu/offices/systemwide-compliance/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.
- 1.22 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 CFR60-1 and 60-2), Vietnam Era Veterans Readjustment Act of 1974, as amended (41 CFR60-250), 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,
- 1.23 POLICY REGARDING RECEIVING GIFTS: Owner's administrative policy defines, and in most cases restricts, the benefits, gifts, honoraria and other entertainment activities all Owners staff may be exposed to, and supplements any provisions of state law or UT System rule or policy that is less restrictive. The policy covers "Conflicts of Interest" not allowed and items typically allowed. Owner recommends that all Respondents review the policy and endeavor to use appropriate judgment related to the requirements and actions defined in the policy, during both the sourcing phase and the contracting phase.
- 1.24 DISCLOSURE OF INTERESTED PARTIES STATUTE. In its proposal, Respondent must agree to comply with Section 2252.908, Texas Government Code ("Disclosure of Interested Parties Statute") and 1 Texas Administration Code Sections 46.1 through 46.3 ("Disclosure of Interested Parties Regulations") as implemented by the Texas Ethics Commission ("TEC"), including, among other things, providing the TEC and Owner with the information required by the Disclosure of Interested Parties Statute and the Disclosure of Interested Parties Regulations on the form

promulgated by the TEC. The form will be required to be submitted to Owner prior to the countersigning of the final agreement and not submitted with this RFQ.

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 15 million square feet and feature the latest equipment and facilities to support growing needs in outpatient and inpatient care, research, prevention and education. . Inpatient hospital facilities at MD Anderson house over 600 beds.

MD Anderson has Houston-area locations in the Texas Medical Center, Bay Area, Katy, League City, West Houston, 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 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)

MD Anderson Radiation Treatment Center at Presbyterian Kaseman Hospital (Albuquerque, N.M.)

Sister institutions

Academic collaborations with 29 sister institutions in 22 countries.

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:

Owner seeks Architectural and Engineering services to expand the Rotary House International Hotel and complete a sky bridge to cross S. Braeswood Blvd.

This project includes the design, construction and activation of a new hotel tower immediately adjacent to and connected to the existing and occupied Rotary House International (RHI) hotel, located at the corner of Holcombe Boulevard and South Braeswood Boulevard.

The Project will:

- Include a hotel tower that includes approximately 182 guest rooms and suites, plus additional support space
 - Additional spaces may include:
 - Restaurant and kitchen
 - Laundry facilities (for guests)
 - Conference/meeting room space
 - Food and beverage “grab and go” / retail space
 - Utility tie-ins (TECO, electrical, gas, etc.)
 - Service dock
 - Building transformer pad
 - Elevators and elevator lobby
- Include renovation and expansion of portions of the existing facility to improve the functionality of the hotel, such as possible relocation of the front desk and the expansion of the kitchen and dining areas. While expanding the existing kitchen be aware that it must remain operational which may require a phased construction approach to not disrupt hotel operations.
- Be designed and constructed to a “MaRiott Premium” level (ex. MaRiott, Sheraton, MaRiott Full Service)
- Include the design of a pedestrian bridge from across South Braeswood Blvd. that will directly connect the hotel to the parking garage located on the east side of South Braeswood Blvd. An additional bridge connection may be included from the hotel tower to Garage 17 immediately south of the Project location.

Work is to include the development of design documents (specifications, schematic design, design development and construction documents), site work, structure, utilities (electrical, gas, water, TECO), complete build-out of the building, the procurement of, storage and installation of furnishings, move-in related activities and the construction of pedestrian bridges from the hotel tower to nearby parking garages.

The adjacent hotel will remain in operation throughout the project, potentially requiring a phased construction approach. Building utility services may also be shared, but this will need to be defined further during the design and preconstruction phases.

The Preliminary Project Cost (PPC) for the Project is \$ 62,500,000. The PPC includes a Construction Cost Limitation (CCL) for the Project Architect/Engineer of \$50,000,000. Fees, furnishings, equipment, other work, miscellaneous expenses, and contingencies make up the balance of the PPC.

2.4 PRE-DESIGN PHASE DOCUMENTATION:

After the Owner and the successful Respondent negotiate the agreement and before the Owner authorizes the architect/engineer to proceed into schematic design phase, the Owner and the architect will negotiate an additional service for the architect and engineer to work with the owner/Respondent in validating the cuRent preliminary Pre-Design Report and updating the cuRent program requirements utilizing the Owner’s Facilities Programming Guidelines, and is attached to the Request for Qualifications. Upon completion of the Facility Program, the architect/engineer will submit a completed facility program for the Owner’s approval and final acceptance.

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

Owner conducts Pre-Submittal Conference	1/24/20
Last Day to submit RFI	1/29/20
Response to RFI's Posted to Internet by 4 PM	2/3/20
Submittal Deadline	2/11/20
Owner sends Invitation to Interview (if applicable)	3/3/20
Owner interviews Respondents (if applicable)	3/18/20
Owners delivers agreement to Selected Respondent	4/6/20
Agreement executed by Owner	4/17/20
Owner Issues Notice to Proceed with Design Services	4/17/20
Facility program validation and Completion	5/27/20
Schematic Design Documents Complete	8/26/20
Design Development Documents Complete	2/19/21
Commencement of the Construction Work	6/4/21
Substantial Completion	3/20/23
Final Completion	5/1/23

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 will be subject to rejection.

3.1 **CRITERION ONE: RESPONDENT'S STATEMENT OF INTEREST 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 you 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 you and your principal(s) and assigned professionals to undertake the project.
- 3.1.3 Provide a brief history of your firm and of each consultant you are proposing for the project.
- 3.1.4 Provide a graphic representation of the project team, identifying the prime firm and each consultant proposed for the project.

3.2 **CRITERION 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 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 that you are proposing to provide professional architectural or engineering services for this Project.

3.3 CRITERION THREE: PROJECT TEAM'S ABILITY TO PROVIDE 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 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.
- 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 CRITERION 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. 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, construction 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 your 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 Respondent. Owner may contact references during any part of this process. Owner reserves the right to contact any other references at any time during the selection process.

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

3.5 CRITERION FIVE: RESPONDENT'S PAST PERFORMANCE ON U.T. SYSTEM PROJECTS

- 3.5.1 Identify and describe the 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 any proposed consultants) has not previously provided services for The University of Texas System, then identify and describe your firm's, or the proposed consultant'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, construction 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 your 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 CRITERION SIX: RESPONDENT'S GENERAL UNDERSTANDING OF OWNER'S STANDARD AGREEMENT

- 3.6.1 Provide a detailed list (i.e. bulleted) of all Design Services and consultants you will provide to Owner under Basic Services on this Project (including those outlined in Articles 1, 14 and 15 of Owner's Standard Agreement).
- 3.6.2 Provide a detailed list (i.e. bulleted) of all Construction Administration Services and consultants you will provide to Owner under Basic Services on this Project (including those outlined in Articles 1, 14 and 15 of Owner's Standard Agreement).
- 3.6.3 Provide a detailed list (i.e. bulleted) of all services and consultants you will provide to Owner as Additional Services for Design and Construction Administration Services on this Project (including those outlined in Articles 1, 14 and 15 of Owner's Standard Agreement).
- 3.6.4 Provide a detailed list (i.e. bulleted) of all Reimbursable Expenses you expect to incur on behalf of Owner on this Project (including those outlined in Articles 5, 14 and 15 of Owner's Standard Agreement).
- 3.6.5 Any request to modify any terms or conditions of Owner's Standard Agreement or any of its attachments, riders and exhibits will be taken into consideration before awarding an agreement to any Respondent.
- 3.6.6 Respondent should carefully review the attached Owner's Standard Agreement and all of its attachments, riders and exhibits. Respondent must clearly communicate in writing all terms and conditions of Owner's Standard Agreement (including all attachments, riders and exhibits) that Respondent will require to be changed before Respondent will sign the agreement.
- 3.6.7 Respondents must provide written attestation of its willingness to accept Owner's Standard Agreement in its entirety 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 Standard 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 CRITERION SEVEN: RESPONDENT'S EXPERIENCE WITH BIM TECHNOLOGIES AND IMPLEMENTATION

- 3.7.1 Describe how you, as a design firm, believe Owner could benefit from your use of Building Information Modeling (BIM).

- 3.7.2 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?
- 3.7.3 Describe how the members of the project team (Owner, contractor, architect, engineers, subcontractors, etc.) will need to use these technologies and inteRelate for BIM to be successfully used on this Project.
- 3.7.4 Describe the steps your team will take to ensure these varying technologies are incorporated into the final as-built model?
- 3.7.5 How do you perceive Owner will use the information (model, drawings, databases, etc.) that you will provide throughout the project and upon project completion and turnover?
- 3.7.6 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.
- 3.7.7 For any of the projects listed in Section 3.4 or Section 3.5, describe how BIM practices were successfully integrated from design through construction. What steps did you take to ensure the information was accurately transfeRed 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?
- 3.7.8 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?
- 3.7.9 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.

3.8 CRITERION EIGHT: RESPONDENT'S KNOWLEDGE OF BEST PRACTICES

- 3.8.1 Describe the your design philosophy, design methodology, and your process for integrating institutional standards into design.
- 3.8.2 Describe your 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.
- 3.8.3 Describe your project team's demonstrated technical competence and management qualifications with hospitality design, particularly those similar facilities serving higher education and health care institutions accommodating the needs of patients and their families while visiting these institutions.
- 3.8.4 Describe your project team's demonstrated technical competence and management qualifications with food and beverage venues in hospitality design.
- 3.8.5 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.

- 3.8.6 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.
 - 3.8.7 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.
 - 3.8.8 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.
 - 3.8.9 Describe your firm's service support philosophy, how is it carried out, and how is success in keeping this philosophy is measured.
 - 3.8.10 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.
 - 3.8.11 Describe how you plan to ensure continuity of project objectives starting with design solution, moving through construction documents, and finishing with a constructed project that meets Owner's requirements.
 - 3.8.12 Describe the project team's experience in sustainable design and improved indoor air quality.
 - 3.8.13 Describe the project team's experience in managing the impact of MEP system renovations on operating buildings and infrastructure enhancements to support the addition of new construction scope
 - 3.8.14 Describe the project team's approach to assuring timely completion of this Project, including methods you will use for schedule recovery if necessary.
 - 3.8.15 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.
 - 3.8.16 Owner currently has access to national group purchasing organizations (GPOs) 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 GPOs.
- 3.9 CRITERION 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 Owner on this Project, and your strategy for resolving these issues.

- 3.9.2 The Owner has provided the Design Team with the Owner's preliminary project facility program. Describe the most challenging aspect of the scope of work and the steps the team will take to immediately resolve and validate the program.
- 3.9.3 Understanding schedule limitations, provide an analysis of 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 Owner's decision making.
- 3.9.4 Describe the project team's experience with renovation projects in occupied facilities.
- 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 your firm creatively incorporated mechanical, electrical, and plumbing solutions in similar structures.

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3.10 CRITERION TEN: EXECUTION OF OFFER

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH 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 RESPONDENT MAY BE REMOVED FROM ALL LISTS OF PROSPECTIVE RESPONDENTS. 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 Owner and Respondent; (3) Owner has made no representation or warranty, written or oral, that one or more contracts with 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 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 it 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, Respondent hereby certifies that neither Respondent nor the firm, corporation, partnership or Owner represented by 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 terms, conditions and requirements set forth in the Owner's Standard 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 Owner's Standard Agreement attached to this RFQ and under which Respondent will be required to operate;
- 3.10.6.5 Respondent, if selected by Owner, will maintain insurance as required by the Agreement;
- 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 Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by Owner as the successful Respondent, Respondent will notify 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 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 "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."
- 3.10.9.2 "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."
- 3.10.9.3 "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 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 the only member(s) 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 that has a financial interest, directly or indirectly, in the transaction that is the subject of the contract is (are) identified below. (Attach additional pages as necessary.

(Name)

(Firm's Business Title)

(UT System Title)

3.10.17 Execution of Offer: RFQ No. 180206AE/JSW

Respondent must complete, sign and return this Execution of Offer as part of their submittal response. Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form may 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 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 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 FIFTY (50) 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
 - CRITERION ONE: RESPONDENT'S STATEMENT OF INTEREST AND AVAILABILITY TO UNDERTAKE THE PROJECT
 - CRITERION TWO: RESPONDENT'S ABILITY TO PROVIDE SERVICES
 - CRITERION THREE: PROJECT TEAM'S ABILITY TO PROVIDE DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
 - CRITERION FOUR: RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS
 - CRITERION FIVE: RESPONDENT'S PERFORMANCE ON PAST U.T. SYSTEM PROJECTS
 - CRITERION SIX: RESPONDENT'S GENERAL UNDERSTANDING OF OWNER'S STANDARD AGREEMENT
 - CRITERION SEVEN: RESPONDENT'S COMPLIANCE WITH THE CAMPUS MASTER PLAN
 - CRITERION EIGHT: RESPONDENT'S KNOWLEDGE OF BEST PRACTICES
 - CRITERION NINE: RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS
 - CRITERION 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 number, the project name and the RFQ number.
- 4.1.3 Respondent 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 RespondentRespondent in response to this RFQ shall become the property of Owner.
- 4.1.5 Owner will not compensate RespondentRespondent for any expenses incuRed in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondent submits its Qualifications at its 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 Owner, at its option.
- 4.1.7 Owner makes no representations of any kind that an award will be made as a result of this RFQ. 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 this RFQ. Respondents shall separate each section of the Qualifications by use of a divider sheet with an integral tab for ready reference. Respondents shall 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 Respondent to the questions identified in Section 3 of this RFQ will be used by 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 Respondent shall number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); Respondent is not required to number the pages of the Letter of HUB Commitment.

SECTION 5 - ATTACHMENTS TO THE RFQ

- 5.1 Attachment A – Owner's Standard Agreement Between Owner and Project Architect/Engineer and Exhibits Thereto
- 5.2 Attachment B – Rider 104; Policy on Utilization of Historically Underutilized Businesses
- 5.3 Attachment C – Request for Information Form