

**REQUEST FOR QUALIFICATIONS TO PROVIDE
PROFESSIONAL PROJECT ARCHITECT/ENGINEER SERVICES**

**MD Anderson Cancer Center
South Campus Parking Garage No. 2
MD ANDERSON PROJECT No.: FPDC-190120
RFQ No.: 190120/ME**

PRE-SUBMITTAL CONFERENCE:

OCTOBER 8, 2020, 2:00 PM LOCAL TIME

Attendance exclusively via Skype: See subsection 1.12 of RFQ for detailed instructions

SUBMITTAL DEADLINE:

NOVEMBER 3, 2020, 2:00 PM LOCAL TIME

RFQ Opening exclusively via Skype: See subsection 1.5 of RFQ for detailed instructions

THE UNIVERSITY OF TEXAS

**MD Anderson
~~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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South Campus Parking Garage No. 2
MD Anderson Project Number: FPDC-190120
RFQ No.: 190120/ME

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The University of Texas MD Anderson Cancer Center (“Owner”) is soliciting statements of qualifications (“Qualifications”) from qualified respondents (each, a “Respondent”) for selection of a Project Architect/Engineer (“Project A/E”) for its project number FPDC-190120, South Campus Parking Garage No. 2 (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Qualifications (“RFQ”).
- 1.1.1 This RFQ is the first step in what will be, at Owner’s sole discretion, up to a two-step process for selecting a Project A/E. This RFQ provides the information necessary for an interested Respondent to prepare and submit its Qualifications for consideration and initial ranking by Owner. Based on the initial ranking, Owner may: (1) select a limited number of the top ranked Respondents to this RFQ 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 choose 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 the “most qualified” Respondent.
- 1.1.3 Capitalized words or phrases appearing in this RFQ but not defined herein shall have the meaning ascribed to them in the Owner’s standard *Agreement Between Owner and Project Architect/Engineer*, a copy of which is attached to this RFQ (the “Agreement”).
- 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 Agreement is executed.
- 1.2.1 Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of information related to solicitations.
- 1.3 **FORM OF AGREEMENT:** Any agreement resulting from this solicitation will be substantially in the same form as the Agreement.

Time is of the essence for this Project. Any request to modify any terms or conditions of the Agreement or any of its attachments, riders, and exhibits will be taken into consideration before Owner selects a Project A/E for the Project.

1.3.1 Respondent should carefully review the Agreement and all of its attachments, riders, and exhibits. Respondent must clearly communicate in writing all terms and conditions of the Agreement

(including all attachments, riders and exhibits) that Respondent will require to be changed before Respondent will sign the Agreement.

1.3.2 Each Respondent must provide written attestation of its willingness to accept the 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 the 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:** Owner will receive all Responses and all required HUB documentation via email only. Owner will host all solicitation meetings solely via videoconferencing or teleconferencing as further defined below.

Two (2) emails will be required:

- Email #1 – Respondent's completed Letter of HUB Commitment,
- Email #2 - Respondent's completed RFQ response.

Respondent shall submit both by **November 3, 2020 by 2 PM**. If MD Anderson does not receive either the Letter of HUB Commitment or the Qualifications by the Submittal Deadline, Respondent will be deemed non-responsive and will be disqualified from consideration.

Both emails must be sent to **Mary Mueller**, at: memuelle@mdanderson.org

All accepted responses will be opened publicly, and the names of Respondents will be read aloud. Respondent may attend the response opening via teleconferencing or videoconferencing as follows:

Meeting website: <https://meet.mdanderson.org/memuelle7ctdt8qq>

Conference ID: **56501244**

Audio: **713-745-6264**

1.5.2 Respondent must submit the Letter of HUB Commitment as described in paragraph 4.1.2 of this RFQ. The Letter of HUB Commitment shall be submitted by the Submittal Deadline in a separate email, from the Qualifications.

- 1.5.3 Qualifications that are received after the Submittal Deadline will be returned to Respondent unopened.
- 1.5.4 Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile transmission (fax), or in hard copy.
- 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.**
- Mary Mueller**
The University of Texas MD Anderson Cancer Center
Sourcing & Contract Management
Email: memuelle@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. A limited number of the 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 may involve two separate and sequential steps. Step One will be a selection of the "most-qualified" Respondents based on a "natural break" in the evaluation scoring of each Respondent's Qualifications against the Step One criteria. In Step Two, if used, the "most-qualified" Respondents will be required to attend an interview. Respondents selected for the interview 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 REQUIREMENTS RELATED TO USE OF HUB: 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 its Policy on Utilization of Historically Underutilized Businesses, a copy of which is attached hereto. The Policy applies to all contracts with an expected value of \$100,000 or more.
- 1.11.1 STATEMENT OF PROBABILITY: Owner has determined that subcontracting opportunities are probable in connection with this Project. Therefore, a Letter of HUB Commitment is required as a part of Respondent’s response to this RFQ. In the event Respondent is requested to submit a Proposal in step two of this solicitation process, Respondent will be required to submit a HUB Subcontracting Plan (“HSP”) for Preconstruction Services as part of Respondent’s Proposal. Failure to submit a required Letter of HUB Commitment will result in rejection of the Qualifications. Failure to submit the required HSP for Preconstruction Services will result in rejection of the Proposal.
- 1.11.2 HUB SUBCONTRACTING GOAL: The HUB Subcontracting Goal for this Project is **Twenty-Three Point Seven percent (23.7%)** percent. Respondents are expected to make a good faith effort to meet this goal.
- 1.11.3 LETTER OF HUB COMMITMENT: The Letter of HUB Commitment must be emailed at the same time as the Qualifications.
- 1.12 PRE-SUBMITTAL CONFERENCE: Owner will host all solicitation meetings solely via teleconferencing or videoconferencing as further defined below.

Thursday, October 8, 2020 @ 2 PM, Local Time

Meeting website: <https://meet.mdanderson.org/memuelle7ctdt8qq?sl=1>

Conference ID: **56501244**

Audio: **713-745-6264**

- 1.12.1 A guided tour of the project site **will not** be included as a part of the conference agenda. Attendance at the pre-submittal conference is optional.
- 1.13 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may respond to this RFQ. (This does not preclude a Respondent from using consultants.) Owner will contract only with the individual firm or formal organization that submits Qualifications.
- 1.14 SALES AND USE TAXES: Texas Tax Code Section 151.311 provides that certain tangible personal property incorporated into realty or consumed at the jobsite in the performance of a contract for an improvement to realty for certain exempt entities, including The University of Texas System and its component institutions, are exempt from state sales tax. Section 151.311 also provides that certain otherwise taxable services performed at the jobsite are exempt from taxes on University of Texas System projects. It will be the responsibility of Respondent to incorporate

allowable tax savings into any proposals for rendering any services to be provided under the Agreement.

- 1.15 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 Chapter 171 of the Texas Tax Code. Respondent acknowledges and agrees that if Respondent is selected to serve as the Project A/E for the Project, each consultant that Respondent places under contract will also be required to provide a certification of franchise tax status.
- 1.16 REQUIRED NOTICE OF WORKER'S COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. 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: Pursuant to Texas Family Code Section 231.006, Respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the award of or payment for the Project and acknowledges that any Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 1.18 FINANCIAL COMMITMENT: While The University of Texas MD Anderson Cancer Center is an institution of The University of Texas System, it is a financially separate entity and is solely responsible for its financial commitments.
- 1.19 ETHICS MATTERS; NO FINANCIAL INTEREST: Respondent and its employees, agents, representatives and subcontractors must read and understand Owner's Ethics Policy, Conflicts of Interest Policy and Standards of Conduct Guide available at <http://www.mdanderson.org/about-us/doing-business/vendors-and-suppliers/index.html> and at <https://www.mdanderson.org/about-md-anderson/business-legal/conflict-of-interest.html>, and applicable state ethics laws and rules available at 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 Ethics Policy, Conflicts of Interest Policy, Standards of Conduct Guide, or applicable state ethics laws or rules. Respondent represents and warrants that no member of the Board of Regents of The University of Texas System has a direct or indirect financial interest in the transaction that is the subject of this RFQ.
- 1.20 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.

- 1.21 **DISCLOSURE OF INTERESTED PARTIES STATUTE:** In its response to this RFQ, 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.
- 1.22 **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.
- 1.23 **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.

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.

The institution’s facilities are located in Houston (in the Texas Medical Center), Bellaire, Katy, League City, Sugar Land, West Houston, The Woodlands and in Bastrop County, Texas (at the Bastrop and Smithville Campuses), and include ambulatory clinical care, inpatient care, diagnostic imaging, radiation therapy, research, education and general administration facilities. In all, the institutions’ facilities include more than 130 buildings, which encompass over 16 million gross square feet of space. The facilities are maintained, managed and operated by MD Anderson’s Division of Operations and Facilities Management (“FM”). Projects related to the design, construction and renovations of MD Anderson’s facilities are managed by FM’s Department of Facilities Planning, Design and Construction (“FPDC”).

For more detailed information about MD Anderson and its Mission, Vision and Core Values, please see the MD Anderson Quick Facts which can be found via the following link: [MD Anderson Quick Facts](#).

2.2 PROJECT DESCRIPTION, SCOPE AND BUDGET:

- 2.2.1 Owner is continuing with the development of its South Campus, which is located between Bertner Avenue and Cambridge Street, south of Old Spanish Trail. As part of the development Owner anticipates expanding its parking facilities, which may include the design and construction of the South Campus Parking Garage No. 2. At present, this facility is anticipated to be a free-standing structure of approximately 645,000 gross square feet (GSF) that will provide approximately 1,700 parking spaces and primarily will serve the needs of the occupants of the facilities located on the South Campus.
- 2.2.2 In addition to the design and construction of the garage, the project includes the design and construction of underground and surface level infrastructure needed to support Owner's development of sites proximate to the garage site. This may include roadways, storm and sanitary lines, lighting, vehicular and pedestrian travel pathways and overall site improvements to accommodate future research buildings to be constructed in the surrounding area.
- 2.2.3 The Project A/E will be required to provide architectural and engineering design services for the garage and for the site development infrastructure directly or through the engagement of highly qualified design professionals that are capable of providing the required professional design services.
- 2.2.4 The Preliminary Project Cost (PPC) for the Project is \$52,000,000, which amount includes approximately \$32,000,000 for the garage and \$20,000,000 for development infrastructure. Owner anticipates the project will be designed in two Construction Contract Stages; one for the garage and one for the development infrastructure. The PPC includes a Construction Cost Limitation (CCL) for the Project Architect/Engineer of \$36,000,000, with about \$22,000,000 apportioned to the garage and \$14,000,000 apportioned to the development infrastructure. Fees, furnishings, equipment, other work, miscellaneous expenses, and contingencies make up the balance of the PPC.

2.3 PRE-DESIGN PHASE DOCUMENTATION:

As an Additional Service, the Project A/E will be required to develop, and submit for Owner's approval and acceptance, a Facility Program for the Project. The Facility Program is to be developed pursuant to *The University of Texas System Office of Facilities Planning and Construction Facilities Programming Guidelines*, a copy of which is included as an Exhibit to the Agreement. Key issues to be addressed during the development are expected to include;

- determination as to whether the construction of a garage or a surface parking area will better meet the institution's needs,
- optimization of the size of the garage/surface parking area,
- confirmation of the location of the garage/surface parking area, and
- to what extent, if any, a garage should be designed and constructed to facilitate adaptation or conversion for to meet other facility needs.

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

Owner conducts Pre-Submittal Conference	See Section 1.11
Deadline to submit Requests for Information (RFI's) 4:00 PM CST	10/12/20
Responses to RFI's Posted to Internet	10/15/20

Owner receives Qualifications and Letter of HUB Commitment	See Section 1.5.1
Owner sends Invitation to Interview (if applicable)	11/18/20
Owner interviews selected Respondents (if applicable)	12/03/20
Owners delivers Agreement to Selected Respondent for Signature	12/08/20
Selected Respondent delivers executed Agreement to Owner	12/16/20
Owners issues Notice to Proceed with Pre-Design Services (if applicable)	01/04/21
Owner approves Pre-Design Phase Document (if applicable)	03/18/21
Owners issues Notice to Proceed with Design Services	03/19/21
Schematic Design Documents Complete	06/25/21
Design Development Documents Complete	09/16/21
Construction Documents Complete	05/02/22
Commencement of the Construction Work	05/27/22
Substantial Completion	06/27/24
Final Completion	07/26/24

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 that fully responds to all questions in Section 3 and is 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 PROVIDE PROJECT ARCHITECT/ENGINEER SERVICES FOR THE PROJECT (Maximum of two (2) printed pages per question)

- 3.1.1 Provide a statement of interest and availability for the Project including a narrative describing your unique qualifications as they pertain to this particular Project and confirming the availability and commitment of your principal(s) and assigned professionals to undertake the Project.
- 3.1.2 Provide a brief history of your company and of each consultant you are proposing for the Project.
- 3.1.3 Provide the following information:
 - Legal name of your 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
- 3.1.4 Provide audited financial statements for the past three (3) years documenting your company’s financial stability.
- 3.1.5 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.
- 3.1.6 Provide details of all past or pending litigation or claims filed against your company for the past five (5) years.

- 3.1.7 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.
- 3.1.8 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your company and any Owner employee, officer or Regent? If so, please explain.
- 3.1.9 Provide a claims history under professional malpractice insurance for the past five (5) years for your company and any team members that you are proposing to provide professional architectural or engineering services for this Project.

3.2 CRITERION TWO: RESPONDENT'S ABILITY TO PROVIDE SERVICES

- 3.2.1 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.
- 3.2.2 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, each member's city of residence, and information regarding each member's professional certification or licensing.
- 3.2.3 Clearly identify the members of the proposed team who worked on the listed projects in Criterion 3.3 and describe their roles in those projects.
- 3.2.4 Describe the basis for the selection of the proposed sub-consultants included in the design team. How have you demonstrated a good faith effort to solicit HUB participation for this project?
- 3.2.5 Describe your company's process in working with consultants and integrating them into the design process.

3.3 CRITERION THREE: RESPONDENT'S PERFORMANCE ON PAST COMPARABLE PROJECTS

- 3.3.1 List a maximum of five (5) projects for which you have provided services that are most related to those needed for 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
- Total number of requests for information (“RFIs”) issued for the project

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 solicitation process. Owner reserves the right to contact any other references at any time during the process.

3.4 CRITERION FOUR: RESPONDENT’S KNOWLEDGE OF BEST PRACTICES

- 3.4.1 Describe your design philosophy, design methodology, and your process for integrating an owner’s standards (e.g. Design Guideline Elements, Master Construction Specifications, CAD requirements, interior finish standards, etc.) into design.
- 3.4.2 Describe the steps you will take to ensure you understand the requirements of Owner’s Campus Master Plan and explain how you anticipate incorporating those requirements into the design of the Project to ensure the design complies with the Campus Master Plan.
- 3.4.3 Describe your quality assurance program explaining the method used and how you maintain 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 Criterion 3.3.
- 3.4.4 Describe your experience working with construction manager-at-risk delivery. Discuss your method of working with the construction manager as a team member to deliver a Guaranteed Maximum Price Proposal and to maintain the proposed GMP throughout the design and construction process.
- 3.4.5 Describe the construction cost estimating methods that you use throughout the design phase and to verify proposed pricing for work to be completed under change orders. During the design phase, how do you develop construction cost estimates and how often are they updated? For any combination of three (3) projects listed in response to Criterion 3.3, provide examples of how these techniques were used and what degree of accuracy was achieved.
- 3.4.6 Describe the way in which you develop and maintain work schedules to coordinate with the owner’s project schedule. For any combination of three (3) projects listed in response to Criterion 3.3, provide examples of how these techniques were used.

- 3.4.7 Describe the types of records, reports, monitoring systems, and information management systems that you use 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 Criterion 3.3.
- 3.4.8 Describe how you plan to ensure continuity of project objectives starting with you developing a design solution, moving through the production of construction documents, and finishing with a constructed project that meets Owner's requirements.
- 3.4.9 Describe the proposed project team's experience in managing the impact of MEP system renovations or modifications in occupied buildings or on occupied campuses, including sustainable design, enhanced indoor air quality and lifecycle and total cost of ownership.
- 3.4.10 Describe the methods your proposed project team will use to assure timely completion of this Project. Describe the methods you will use for schedule recovery, should that become necessary.
- 3.4.11 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.
- 3.4.12 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 proposed team would provide coordination of design efforts, including the specification of project materials and systems, with the Owner's GPOs.

3.5 CRITERION FIVE: RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS

- 3.5.1 Describe your understanding of the administrative challenges associated with providing design and construction contract administration services for Owner on this Project, and your strategy for resolving these challenges.
- 3.5.2 Describe what you perceive are the critical issues and risks for this Project. Describe the steps you will take to resolve the issues and mitigate the risks.
- 3.5.3 Understanding schedule limitations, provide an analysis of Owner's project planning schedule. Describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate Owner's decision making.
- 3.5.4 For any combination of three (3) projects listed in response to Criteria 3.3, describe the methods you used to identify and resolve conflicts with the owner, consultants, contractor, or subcontractors.
- 3.5.5 Provide examples of how you effectively incorporated mechanical, electrical, and plumbing solutions in similar facilities.
- 3.5.6 Describe how you will structure the consulting agreement(s) with the MEP subconsultants to ensure that adequate resources and engineering leadership are available to produce effective design solutions for this Project.

3.6 CRITERION SIX: RESPONDENT'S EXPERIENCE WITH USE OF BIM IN COLLABORATION WITH OTHER MEMBERS OF THE PROJECT TEAM

- 3.6.1 Describe how you, as a design firm, believe Owner could benefit from your use of Building Information Modeling (BIM).
- 3.6.2 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?
- 3.6.3 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.
- 3.6.4 Describe the steps your team will take to ensure these varying technologies are incorporated into the final as-built model?
- 3.6.5 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?
- 3.6.6 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.
- 3.6.7 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 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?
- 3.6.8 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?
- 3.6.9 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.
- 3.6.10 Describe your experience in working with or engaging construction contractors or trade contractors to acquire design-assist services. Specifically identify for which aspects of the design you used design-assist services and the steps you took to ensure that design risks and responsibilities were appropriately allocated among all participants responsible for the design.

3.7 CRITERION SEVEN: RESPONDENT'S UNDERSTANDING OF THE AGREEMENT

- 3.7.1 Respondent is advised to carefully review the Agreement and all of its attachments, riders and exhibits. Respondent must clearly communicate in writing all terms and conditions of the Agreement (including all attachments, riders and exhibits) that Respondent will require to be changed before Respondent will sign the Agreement.
- 3.7.2 Respondent must provide written attestation of its willingness to accept the 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. Red-lining the 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 the overall evaluation and ranking of Respondent.

- 3.7.3 Any request to modify any terms or conditions of the Agreement or any of its attachments, riders and exhibits will be taken into consideration before Owner offers an agreement to any Respondent.

3.8 CRITERION EIGHT: 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.

- 3.8.1. 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 expense, any cost which arises from Respondent's preparation of a response to this RFQ.
- 3.8.2. 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.
- 3.8.3. 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 this solicitation or the awarding of a contract related to this solicitation.
- 3.8.4. 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.
- 3.8.5. 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.
- 3.8.6. By signature hereon, Respondent represents and warrants that:
 - 3.8.6.1. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of this RFQ;

- 3.8.6.2. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements set forth in the Agreement;
 - 3.8.6.3. 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;
 - 3.8.6.4. Respondent understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Agreement under which Respondent will be required to operate;
 - 3.8.6.5. Respondent, if selected by Owner, will maintain insurance as required by the Agreement;
 - 3.8.6.6. 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.
- 3.8.7. 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.
- 3.8.8. 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.
- 3.8.9. By signature hereon, Respondent certifies as follows:
- 3.8.9.1. "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."
 - 3.8.9.2. "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."
 - 3.8.9.3. "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."
- 3.8.10. 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 the submittal of its Qualifications. All such disclosures will be subject to administrative review and approval prior to Owner entering into any contract with Respondent.

- 3.8.11. 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).
- 3.8.12. 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.
- 3.8.13. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.8.14. 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.
- 3.8.14.1. 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.
- 3.8.15. 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)

Execution of Offer: RFQ No. **190120/ME**

Respondent must complete, sign and return this Execution of Offer as part of its submittal response. Respondent's company official(s) who are authorized to commit to such a submittal must sign Respondent's submittal. 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 set forth in 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 represent a **MAXIMUM OF FIFTY (50) PRINTED PAGES**. The cover, table of contents, divider sheets, Letter of HUB Commitment (Section 1.11), and Execution of Offer do not count as printed pages. Each copy must be in the following order.
- Cover
 - Cover Letter
 - Table of Contents
 - CRITERION ONE: RESPONDENT'S STATEMENT OF INTEREST AND AVAILABILITY TO PROVIDE PROJECT ARCHITECT/ENGINEER SERVICES FOR THE PROJECT
 - CRITERION TWO: RESPONDENT'S ABILITY TO PROVIDE SERVICES
 - CRITERION THREE: RESPONDENT'S PERFORMANCE ON PAST COMPARABLE PROJECTS
 - CRITERION FOUR: RESPONDENT'S KNOWLEDGE OF BEST PRACTICES
 - CRITERION FIVE: RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS
 - CRITERION SIX: RESPONDENT'S EXPERIENCE WITH USE OF BIM IN COLLABORATION WITH OTHER MEMBERS OF THE PROJECT TEAM
 - CRITERION SEVEN: RESPONDENT'S UNDERSTANDING OF THE AGREEMENT
 - CRITERION EIGHT: EXECUTION OF OFFER
 - LETTER OF HUB COMMITMENT – The Letter of HUB Commitment must be emailed at the same time as the Qualifications. The Letter of HUB Commitment must be emailed separately from the Qualifications.
- 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 Respondent in response to this RFQ shall become the property of Owner.
- 4.1.5 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.
- 4.1.6 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.
- 4.1.7 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.

- 4.1.8 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 represent letter-size (8-1/2" x 11") paper in portrait orientation.
- 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 Respondent shall 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" in the form of bookmarks that are hyperlinked to 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*
- 5.2 Attachment A1 – Agreement Exhibits
- 5.3 Attachment B – Rider 104-B; Policy on Utilization of Historically Underutilized Businesses
- 5.4 Attachment C – Request for Information Form