

**REQUEST FOR QUALIFICATIONS  
FOR  
CONSTRUCTION MANAGER-AT-RISK**

**FOR  
TEXAS STATE UNIVERSITY  
SAN MARCOS, TEXAS**

**AQUA SPORTS CENTER  
RENOVATION**

***RFQ No.:***

**758-20-09092**

***Submission Date:***

**June 3, 2020 – 2:00 p.m. (C.D.T.)**

**Prepared By:**

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RFQ NO.: 758-20-09092**

**SECTION 1 – GENERAL INFORMATION & REQUIREMENTS**

- 1.1 **GENERAL INFORMATION:** The Texas State University System (“Owner”) on behalf of **Texas State University** (“Component”), is soliciting Statements of Qualifications (“Qualifications”) for the selection of a Construction Manager-at-Risk firm for the **Aqua Sports Center Renovation project** (“Project”), on the Texas State University, San Marcos, Texas campus. This solicitation sets forth the terms, conditions, and requirements for prospective Construction Manager-at-Risk entities (“CMR” or “CMRs”) to be considered for this work. (Prospective CMRs submitting their Qualifications in response to this solicitation are hereinafter referred to as “Respondents”). **The Owner is requiring that the Qualifications and HUB Commitment Letter (“HCL”) be submitted at the same time, but in separate, sealed packages.**
- 1.1.1 The evaluation of Qualifications is the first step the Owner will take in a two-step process for selecting a CMR for the Project as provided by *Texas Education Code* §51.782(e). This Request for Qualifications (“RFQ”) provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the Owner. During this first step in the selection process, Owner will evaluate and rank Respondents according to fixed evaluation criteria, considering only their qualifications and independent of any cost and compensation considerations.
- 1.1.2 In the second step of the process, Request for Proposals (“RFP”), the top five (5) or fewer selected Respondent(s) will be required to submit additional information to the Owner, including fee proposals and general conditions prices (“Proposals”). Owner will rank the Proposals submitted in the order that they provide the “best value” for the Owner based on the published selection criteria and on the ranking evaluations. The results of the Qualifications and the Proposals evaluations will then be combined to determine the “most qualified” Respondent providing the “best value” proposition for the Owner. The Owner may select up to five (5) of the most qualified Respondents to participate in an interview with the Owner to confirm their Qualifications and Proposal and answer additional questions. The Owner will then rank the interviewed Respondents in order to determine a single most qualified Respondent providing the best value proposition to the Owner. **The Owner reserves the right to conclude the evaluations and make a best value selection without conducting interviews.**
- 1.2 **PUBLIC INFORMATION:** All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after the solicitation is completed. The Owner complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information. Additionally, pursuant to the provisions of *Texas Government Code* Section 2261.253, the contract resulting from this solicitation will be posted on the Owner’s website.

1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner's Standard Construction Management-at-Risk Agreement ("Agreement"), a copy of which is posted on Owner's website at: <http://www.tsus.edu/offices/finance/capital-projects.html>

1.3.1 The Agreement should be viewed as a draft and is subject to change. The Uniform General Conditions for Construction Contracts referenced in the Agreement may be viewed on the Owner's website at:  
<http://www.tsus.edu/offices/finance/capital-projects.html>

1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Discrepancies, omissions or doubts as to the meaning of RFQ documents shall be communicated in writing to the Owner for interpretation. Any responses to inquiries, clarifications or interpretations of this RFQ that materially affect or change its requirements will be issued formally by the Owner as a written addendum. All such addenda issued by the Owner before the Qualifications are due become part of the RFQ. Respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications submittal. Respondents shall be required to consider only those clarifications and interpretations that the Owner issues by addenda. Interpretations or clarifications obtained in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications. It is the responsibility of all Respondents to check the status of formal addenda regularly and five (5) days before the submission deadline.

1.4.1 The deadline for the receipt of written questions is stated in Section 2.5.

1.4.2 ADDENDA AND AWARD INFORMATION, WILL BE ISSUED BY THE OWNER FOR THIS RFQ VIA THE ELECTRONIC STATE BUSINESS DAILY WEBSITE AT THE FOLLOWING LINK: <http://www.txsmartbuy.com/sp> REFERENCE "*BOARD OF REGENTS/TEXAS STATE UNIVERSITY SYSTEM – 758*" AND THE RFQ NUMBER PROVIDED IN THIS RFQ.

1.5 **SUBMISSION OF QUALIFICATIONS AND HUB COMMITMENT LETTER:**

1.5.1 The Qualifications and a HUB Commitment Letter ("HCL") must be received **at the address specified in Section 1.5.2 prior to the stated date and time deadline**. Please note that overnight deliveries such as FedEx and UPS arrive at a central campus location but are not usually delivered to the specified location until after the time deadline. Respondents are advised to use other methods of delivery or, if using an overnight delivery service, to send the responses a day earlier than usual. The Owner will not consider any response to this solicitation that is not received at the address specified by the deadline, regardless of whether it has been received by the University.

1.5.2 **DEADLINE AND LOCATION:** The Owner will receive the Qualifications and HCL at the time and location described below.

**June 3, 2020 - 2:00 p.m. (C.D.T.)**

Karlie Beach, Buyer III  
Texas State University  
151-2 E. Sessom, Physical Plant Building, Suite 104  
San Marcos, TX 78666

- 1.5.3 Submit **two (2)** electronic versions of the Qualifications and HCL documents on separate and individual disc or thumb drives in Adobe Acrobat PDF format. The individual disc or thumb drives containing the Qualifications and HCL must be submitted in separate, sealed packages.
  - 1.5.4 Submit **nine (9)** identical copies of the Qualifications. This is the response to Section 3 of the RFQ and include the Execution of Offer (see Section 3.13). An original signature must be included on the “Execution of Offer” document submitted with each copy.
  - 1.5.5 Submit **one (1)** original and **one (1)** identical copy of the HCL as a separate package to the Qualifications as described in Section 1.13.
  - 1.5.6 Qualifications received after the stated official submittal deadline will be returned to the Respondent unopened. The Point-of-Contact identified in Section 1.5 will identify the official time clock at the RFQ submittal location identified above.
  - 1.5.7 The Owner will not acknowledge or receive Qualifications or HCL that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
  - 1.5.8 Properly submitted Qualifications, HCL and electronic media will not be returned to Respondents.
  - 1.5.9 Respondent materials must be enclosed in a sealed envelope (box or container) addressed to the Point of Contact person and include the Qualifications and HCL. The packages must clearly identify the contents, the submittal deadline, the RFQ title and number, and include the name and email address of the Respondent’s contact person. The Qualifications and HCL materials and electronic media must be packaged in separate, sealed envelopes within the sealed envelope (box or container).
  - 1.5.10 The names of the submitting Respondent(s) will be read aloud immediately following the date and time published in Section 1.5.2.
  - 1.5.11 Submitting Respondents’ HCL’s will be reviewed for completeness prior to evaluations of Qualifications. Disqualified HCL’s will be returned to the submitting Respondent after the selection and negotiation of the successful Respondent.
- 1.6 **POINT-OF-CONTACT:** The Owner designates the following person as its representative and Point-of-Contact for this RFQ. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ, including questions regarding terms and conditions, in writing to the Point-of-Contact person, **via email only**.
- Karlie Beach, Buyer III  
Texas State University  
151-2 E. Sessom, Physical Plant Building, Suite 104  
San Marcos, TX 78666  
Email: [kbeach@txstate.edu](mailto:kbeach@txstate.edu)
- 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 a Selection Committee approved by the Owner. The top five (5) or fewer ranked Respondents may be selected by the Owner to participate in step two of the process.

- 1.7.1 Qualifications packages shall not include any information regarding Respondent's fees, pricing, or other compensation. Such information will be solicited from firms qualified by the Owner to participate in step two of the selection process.
- 1.8 OWNER'S RESERVATION OF RIGHTS: The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all responses to the current solicitation and reissue a completely new solicitation involving the same Project, or to simply reject any and all responses and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement for any project with any Respondent to this RFQ and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications and HCL in response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner. Determinations by the Selection Committee will be subjected to routine administrative review by the Owner's executive officers but, once a selection is announced, it will not be subjected to further review.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFQ process shall be at the sole risk and responsibility of the Respondent. Respondents submit Qualifications and HCL at their own risk and expense.
- 1.11 PRE-SUBMITTAL CONFERENCE: The Programming Guide is submitted as part of this solicitation in lieu of a Pre-Submittal Conference. See Section 2.4. No tours of the existing facility will be provided.
- 1.12 ELIGIBLE RESPONDENTS: Only individual firms or lawfully formed business organizations may apply. (This does not preclude a Respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification and HCL.
- 1.13 HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS: It is the policy of the Owner and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses ("HUB") in all contracts. Accordingly, specific plans and representations by Respondents that appear to facilitate the State's commitment to supporting HUB enterprises are required in the selection process. Failure to submit specific plans and representations regarding HUB utilization, or failure to address the subject at all, will be interpreted by the Selection Committee as an intention not to support the program and will disqualify the Respondent. The HUB Subcontracting Plan (HSP) is not required by respondents as part of the RFQ submission. The HSP will be required by the selected team only following preparation and approval of a Guaranteed Maximum Price ("GMP"). Submit a Letter of HUB Commitment ("HCL") to describe how your firm will participate and demonstrate a good faith effort in achieving the Owner's HUB goals.
- 1.13.1 A HCL template is attached to this solicitation as Attachment 1.
- 1.13.2 Submit one (1) original and one (1) identical copy of the HCL **in a separate attachment apart from the submittal of Qualifications and apart from the proposal, and disc or thumb drive** as stated in Article 1.5.3 and 1.5.5 of this RFQ.

- 1.14 **CERTAIN PROPOSALS AND CONTRACTS PROHIBITED:** Under Section 2155.004, *Texas Government Code*, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.
- 1.15 **SALES AND USE TAXES:** Section 151.311, *Texas Tax Code*, 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 Owner. The section further permits the purchase tax-free of tangible personal property (other than machinery or equipment and its accessories and repair and replacement parts) for use in the performance of such a contract if the property is "necessary and essential for the performance of the contract" and "completely consumed at the job site." In addition, the section permits the purchase tax-free of a tangible service for use in the performance of such a contract if the service is performed at the job site and if "the contract expressly requires the specific service to be provided or purchased by the person performing the contract" or "the service is integral to the performance of the contract."
- 1.16 **CERTIFICATION OF FRANCHISE TAX STATUS:** Respondents are advised that the successful Respondent will be required to submit certification of franchise tax status as required by State Law (*Texas Tax Code* Chapter 171). The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.17 **REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE:** The Texas Workers' Compensation Commission has adopted a rule, Texas Administrative Code Title 28, Part 2, Chapter 110, Subchapter B, Rule 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. The requirements of the rule are set forth in the Uniform General and Supplementary General Conditions for The Texas State University System Building Construction Contracts.
- 1.18 **INSURANCE REQUIREMENTS:** Bonds and insurance requirements are provided in Article 5 of the Uniform General Conditions and in the Owner's Standard Contractor Contract as denoted in Section 1.3 of this RFQ.
- 1.19 **PREVAILING MINIMUM WAGE RATE DETERMINATION:** Respondents are advised that the Texas Prevailing Wage Law will be administered. The penalty for violation of prevailing wage rates has been increased from Ten Dollars (\$10.00) per underpaid worker per day or portion thereof to Sixty Dollars (\$60.00). The Prevailing Wage Rate for Hays County, Texas, can be found on the following website:  
<https://beta.sam.gov/>

- 1.20 **DELINQUENCY IN PAYING CHILD SUPPORT:** 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.
- 1.21 **NONDISCRIMINATION:** In their execution of this agreement, Respondent, consultants, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
- 1.22 **NON-BOYCOTT VERIFICATION:** Pursuant to Section 2270.002 of the *Texas Government Code*, Respondent certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its response.
- 1.23 **CYBERSECURITY TRAINING PROGRAM:** Pursuant to Section 2054.5192, *Texas Government Code*, Respondent and its subcontractors, officers, and employees, who are provided credentials granting access to Component's computer system also known as Component's information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Component. The cybersecurity training program must be completed during the term and any renewal period of the Agreement. Contractor shall verify in writing completion of the program to the Component within the first thirty (30) calendar days of the term and any renewal period of this Agreement. Failure to comply with the requirements of this section are grounds for termination for cause of the Agreement.

## **SECTION 2 – EXECUTIVE SUMMARY**

- 2.1 **HISTORICAL BACKGROUND:** In 1885, an 11-acre plot of land was purchased by the city of San Marcos to organize a Chautauqua. For approximately ten years the Chautauqua was an important educational force, offering education and entertainment to those attending. By the time the Chautauqua was faltering in the 1890s, the State of Texas saw an increasing need for a Normal School to help solve the shortage of public school teachers. In 1899 the State Legislature authorized the establishment of a Normal School in San Marcos if the citizens would furnish the land. The City of San Marcos donated 11-acres, known as Chautauqua Hill, to the State of Texas to serve as the site for the proposed Normal School. In 1901, the Legislature accepted the gift of land and appropriated funds for the creation of the Normal School. Work on the Main Building began in 1902, and in the fall of 1903 the Southwest Texas State Normal School opened with 17 faculty members and 303 students.

Over the years the Texas Legislature broadened the institution's scope and changed its name successively to Southwest Texas State Normal College (1918), Southwest Texas State Teacher's College (1923), Southwest Texas State College (1959), and Southwest Texas State University (1969). As the University evolved, it saw itself becoming more than a regional university and the name was changed to Texas State University-San Marcos (2003). Finally, the name was changed to eliminate the city reference and the institution became Texas State University (2013). The University changed from offering only teaching certificates in 1903 to a prominent institution by 2013 offering 97 undergraduate degrees, 88 masters, and 12 doctoral degree programs. While teacher preparation remains an important responsibility, the scope of the university programs has greatly expanded its prestige, prominence and recognition. The student population has now

exceeded 36,750 making it the fourth largest university in the State of Texas. The original San Marcos core campus has grown from 11 acres to 457 acres. The university also includes 5,038 additional acres of farm, ranch, residential and recreational areas and 101 acres at the Round Rock Campus.

In January 2012, the Texas Higher Education Coordinating Board reclassified Texas State University as an Emerging Research University. In light of its new classification, the university developed a long-term research strategic plan for achieving recognition as a National Research University. Texas State remains deeply committed to undergraduate student success, even as the university broadens its mission to include doctoral programs and an expanded research agenda.

2.2 **MISSION STATEMENT:** Texas State University is a public, student-centered, doctoral granting institution dedicated to excellence in serving the education needs of the diverse population of Texas and the world beyond.

2.3 **PROJECT DESCRIPTION, SCOPE AND BUDGET:** The Project consists of interior renovations to the existing Aqua Sports Center in order to accommodate educational spaces in the Department of Theatre and Dance as well as the School of Journalism and Mass Communication. Built in 1971, the Aqua Sports Center is a double height, split level building containing an indoor swimming pool and support spaces on the lower level and a gymnasium on the upper level. The primary area of scope will be the lower level swimming pool area, which will be drained and filled in. Major learning program components include a Film Sound Stage, Computer Lab, Television Studio, and a Recording/Mix Studio along with support spaces and storage. None of the spaces will have a live audience. A new electrical and technology system is required, as is a new roof and hydronic mechanical system. The plumbing system is anticipated to be remodeled as needed. Minor modification to the exterior will update the existing approach and accessible route to comply with TAS/ADA, as well as utility modifications.

**The total Construction Cost Limitation for the project is Six Million Nine Hundred Nineteen Dollars (\$6,919,000).**

2.4 **FACILITY PROGRAM:** The Architectural Space Program is available at the following link:  
[https://gato-docs.its.txstate.edu/jcr:faead2ff-2650-4e7d-a84f-3cf82b9a09f1/TXST\\_AquaSports\\_Program.pdf](https://gato-docs.its.txstate.edu/jcr:faead2ff-2650-4e7d-a84f-3cf82b9a09f1/TXST_AquaSports_Program.pdf)

2.5 **PROJECT PLANNING SCHEDULE:** Key Project planning schedule milestones are:

2.5.1	Owner publishes RFQ for CMR Services.....	05/13/2020
2.5.2	Pre-Submittal Conference.....	See Section 1.11
2.5.3	RFQ submittal of questions deadline (12:00 p.m.).....	05/22/2020
2.5.4	Deadline for submittal of Qualifications and HCL (before 2:00 p.m.).....	06/03/2020
2.5.5	Owner issues Request for Proposals (to short-listed firms) .....	06/30/2020
2.5.6	Deadline for submittal of Proposals.....	07/13/2020
2.5.7	Proposals read aloud at Owner’s Office .....	07/17/2020
2.5.8	Interviews of shortlisted Respondents (if required).....	08/04/2020
2.5.9	Owner selects CMR.....	08/12/2020
2.5.10	Execute CMR Agreement executed.....	09/11/2020
2.5.11	Notice to Proceed for Pre-Construction Services .....	09/16/2020
2.5.12	Board of Regents approves Design Development Submittal.....	12/02/2020
2.5.13	Owner approves Guaranteed Maximum Price Proposal .....	01/22/2021
2.5.14	Notice to Proceed for Construction Phase issued .....	01/23/2021

2.5.15 Owner approves 100% Construction Documents ..... 04/14/2021  
 2.5.16 Owner accepts Substantial Completion of Construction ..... 10/28/2021  
 2.5.17 Final Completion ..... 12/09/2021

The schedule of events presented above represent a basic timeline for the Project. A final Project timeline will be developed with the Owner at a later time. The CMR is expected to work with the Architect/Engineer (“A/E”) and Owner to validate and improve on this initial schedule.

- 2.6 OWNER’S SPECIAL CONDITIONS: The Owner requires full compliance with specification Division 0: Contract Requirements and Division 1: General Requirements, which will be integrated into the specifications for the Project and become a part of the Agreement. These specifications sections shall be a part of the CMR Agreement. They will be available for review at the Owner’s website at: <https://www.tsus.edu/offices/finance/capital-projects.html>

**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 responding 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 QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT: (Maximum of two (2) printed pages per question)

- 3.1.1 Provide a statement of interest for the Project including a narrative describing the Respondent’s unique qualifications as they pertain to this particular Project.
- 3.1.2 Provide a statement on the availability and commitment of the Respondent, its principal(s) and assigned professionals to undertake the Project.

- 3.2 CRITERION TWO: RESPONDENT’S ABILITY TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES:

- 3.2.1 Provide the following information on your firm for the past **five (5)** fiscal years:
  - 3.2.1.1 Volume:
    - 3.2.1.1.1 Annual number, value and percent change of contracts in Texas per year
    - 3.2.1.1.2 Annual number, value and percent change of contracts nationally per year
  - 3.2.1.2 Revenues:
    - 3.2.1.2.1 Annual revenue totals and percent change per year
  - 3.2.1.3 Bonding:
    - 3.2.1.3.1 Total bonding capacity
    - 3.2.1.3.2 Available bonding capacity and current backlog
- 3.2.2 Attach a letter of intent from a surety company indicating Respondent’s ability to bond for the entire construction cost of the project. The surety shall acknowledge that the Respondent may be bonded for each stage/phase of the project, with a potential maximum

construction cost of **Six Million Nine Hundred Nineteen Thousand Dollars (\$6,919,000)**. Bonding requirements are set forth in Article 17 of the Agreement and the Uniform General and Supplementary General Conditions for The Texas State University System Building Construction Contracts.

- 3.2.3 State whether Respondent is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, please explain the impact both in organization and company direction.
- 3.2.4 Provide details of any past or pending litigation, or claims filed, against Respondent that may affect its performance under an Agreement with the Owner.
- 3.2.5 State whether Respondent is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If so, specify date(s), details, circumstances, and prospects for resolution.
- 3.2.6 State whether Respondent has ever failed to complete any work which it was awarded.
- 3.2.7 Declare if any relationship exists by relative, business associate, capital funding agreement, or any other such kinship, between Respondent's firm and any Owner employee, officer or Regent. If so, please explain.

3.3 CRITERION THREE: QUALIFICATIONS OF RESPONDENT AND THE EXECUTION OF SERVICES:

- 3.3.1 Describe Respondent's management philosophy for the CMR construction delivery method.
- 3.3.2 Provide resumes of the Respondent's team that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, and the city of residence for each.
- 3.3.3 Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the Project for pre-construction and construction services.
- 3.3.4 Identify the proposed team members (including consultants) who worked on the projects listed in Section 3.4 of this RFQ and describe their responsibility in those projects compared to this Project.
- 3.3.5 Identify any consultants that are included as part of the proposed team, their role, and related experience for this Project. List projects for which the consultant(s) collaborated with the Respondent.
- 3.3.6 Describe Respondent's construction management and execution plan for providing pre-construction phase services required for this Project.
- 3.3.7 Provide a detailed list of all pre-construction services Respondent proposes to provide to the Owner and the A/E on this Project.

- 3.3.8 Describe what Respondent perceives as the critical pre-construction issues for this Project.
- 3.3.9 Describe Respondent's procedures, objectives and personnel responsible for reviewing design and construction documents and for providing feedback regarding cost, schedule and constructability to the A/E and the Owner on this Project.
- 3.3.10 Describe Respondent's bid/proposal package strategy for completion of the construction documents and for procuring cost of the work from subcontractors, vendors, suppliers, etc.
- 3.3.11 Describe Respondent's plans to interface with the A/E and its consultants to enhance the design and planning process on this Project.
- 3.3.12 Describe Respondent's constructability program for this Project and how it will be implemented.
- 3.3.13 Describe how Respondent's designated project manager and superintendent will participate and contribute to the constructability reviews.
- 3.3.14 Provide examples of past constructability review reports.
- 3.3.15 Provide examples of records, reports, monitoring systems, and information management systems Respondent will use on this Project during pre-construction services.
- 3.3.16 Describe Respondent's philosophy for maximizing project scope for the Owner during pre-construction services, minimizing risk to itself, and identifying when savings can be returned to the Owner during construction.
- 3.3.17 Describe Respondent's process for attracting qualified and experienced mechanical, electrical and plumbing subcontractors to submit proposals for this Project.
- 3.3.18 Describe what Respondent perceives are the critical construction issues for this Project.
- 3.3.19 Describe Respondent's ability and desire to self-perform work on this Project, and the method for determining whether Respondent provides the "best value" through a competitive proposal process.
- 3.3.20 Provide examples of records, reports, monitoring systems, and information management systems Respondent will use on this Project during construction.
- 3.3.21 Describe Respondent's approach to containing storm water run-off and meeting the regulatory requirements of the Texas Commission on Environmental Quality's Texas Pollutant Discharge Elimination System General Construction Permit No. TXR150000 and Respondent's Storm Water Pollution Prevention Program for projects that will disturb land.
- 3.3.22 Describe Respondent's approach to coordinating inspections and approvals with the Texas Department of Licensing and Regulation regarding Texas Accessibility Standards, the State Fire Marshal and other authorities having jurisdiction over the Project.

3.4 CRITERION FOUR: RESPONDENT'S PAST PERFORMANCE ON REPRESENTATIVE CONSTRUCTION MANAGER-AT-RISK PROJECTS

3.4.1 Identify and describe Respondent's past experience for providing CMR services on projects that are MOST CLOSELY RELATED TO THIS PROJECT within the last five (5) years. Provide information on not less than three (3) nor more than five (5) projects. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- 3.4.1.1 Project name, location, contract delivery method, and description
- 3.4.1.2 Color images (photographic or machine reproductions)
- 3.4.1.3 Original construction value
- 3.4.1.4 Construction cost at Schematic Design, Design Development, fifty percent (50%) complete Construction Documents, one hundred percent (100%) complete Construction Documents, and Guaranteed Maximum Price amount
- 3.4.1.5 Final construction cost
- 3.4.1.6 Categorize the change order(s) value in terms of owner added scope, errors and omissions (both A/E and CMR) or unforeseen conditions. For unforeseen conditions, explain why constructability efforts in pre-construction services failed to discover the unforeseen condition(s).
- 3.4.1.7 Final project size in gross square feet
- 3.4.1.8 Type of construction (new, renovation, or expansion)
- 3.4.1.9 Actual notice to proceed for pre-construction services
- 3.4.1.10 Dollar value of all authorized change orders
- 3.4.1.11 Originally scheduled project duration
- 3.4.1.12 Actual notice to proceed, substantial completion, and final payment dates for construction services
- 3.4.1.13 Name of project manager (individual responsible to the owner for the overall success of the project)
- 3.4.1.14 Name of project superintendent (individual responsible for coordinating the day-to-day work)
- 3.4.1.15 Names of mechanical, plumbing, electrical, and other major subcontractors
- 3.4.1.16 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 and email address
- 3.4.1.17 A/E's name and representative who served as the day-to-day liaison during the construction phase of the project, including telephone number and email address
- 3.4.1.18 Length of business relationship with the owner
- 3.4.1.19 Provide site plans, floor plans, and presentation or photographic images of indoor and outdoor features of previously executed projects that most closely represent the Owner's needs based on the Project description included in the RFQ

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

3.5 CRITERION FIVE: RESPONDENT'S ABILITY TO MANAGE CONSTRUCTION SAFETY RISKS

- 3.5.1 Briefly describe Respondent's approach for anticipating, recognizing and controlling safety risks and note the safety resources that the Respondent provides for each project's safety program.
- 3.5.2 Describe the level of importance for enforcement and support of project safety that Respondent includes in performance evaluations for its superintendents and project managers.
- 3.5.3 Identify Respondent's proposed safety management team members for construction services. Include their previous titles, duties, city of residence, experience and expertise; also, their intended percent of monthly involvement and duration for this Project. Include all details necessary to demonstrate the credentials required by project safety specification.
- 3.5.4 Describe the methodology, including any technology or other assets that Respondent intends to use for prevention and/or control of incidents and insurance claims on this Project.
- 3.5.5 Describe the safety and insurance claims history information and weighting that Respondent includes in the submission and award process for "best value" subcontracts.
- 3.5.6 For all projects that Respondent has managed (or co-managed) in the past five (5) years, list and describe all events or incidents that have reached any of the following levels of severity:
  - 3.5.6.1 Any occupational illness or injury that resulted in death or total and permanent disability
  - 3.5.6.2 Three (3) occupational illnesses or injuries that resulted in hospital admittances
  - 3.5.6.3 Explosion, fire or water damage that claimed five percent (5%) of the project's construction value
  - 3.5.6.4 Failure, collapse, or overturning of a scaffold, excavation, crane or motorized mobile equipment when workers were present at the project
- 3.5.7 Identify Respondent's Experience Modification Rate ("EMR") for the three (3) most recent annual insurance-year ratings.
- 3.5.8 Identify Respondent's annual OSHA Recordable Incident Rates ("RIR") for all work performed during the past three (3) calendar years.
- 3.5.9 Identify the Respondent's annual OSHA Lost Workday Case Incident Rates ("LWCIR") for all work performed during the past three (3) calendar years.

3.6 CRITERION SIX: RESPONDENT'S ABILITY TO ESTABLISH BUDGETS AND CONTROL COSTS ON PAST PROJECTS

- 3.6.1 Describe Respondent's fiduciary responsibility as a CMR using Guaranteed Maximum Price ("GMP") contracts for publicly funded projects.

- 3.6.2 From any three (3) of the projects listed in response to Section 3.4, describe Respondent's project estimating system for developing the GMP proposal and how Respondent will monitor and track these costs for this Project.
  - 3.6.3 Describe Respondent's cost control methods during construction and how it procures subcontracts, confirms scope, amount, and ensures proper payment. From any three (3) of the projects listed in response to Section 3.4 of this RFQ, provide examples of how these techniques were used and the degree of accuracy achieved.
  - 3.6.4 Describe Respondent's methodology for working with the the Owner, project A/E and their consultants to deliver a GMP and to maintain it throughout the design and construction process; including any processes for establishing, tracking, and reporting during the development of the GMP.
  - 3.6.5 Provide a sample of a cost estimate used to establish a contract amount from any project listed in Section 3.4 of this RFQ.
  - 3.6.6 The Owner may decide to accept a GMP prior to completion of construction documents. Describe in such an event; 1) Respondent's process for ensuring that the design documents provide the information necessary to arrive at a complete GMP, including all Owner requirements with reasonable contingencies; and, 2) Respondent's process for subsequently ensuring that the final construction documents align with the Project scope in the previously accepted GMP proposal documents.
  - 3.6.7 Describe Respondent's normal percentage for new construction and renovation contingencies at completion of final construction documents, and how these contingencies will be managed through the completion of construction phase services.
  - 3.6.8 Describe Respondent's philosophy regarding payment and performance bonds required by the Owner on this Project, and the bonds Respondent requires of subcontractors, including Subguard insurance.
  - 3.6.9 Identify a maximum of three (3) projects from Section 3.4 of previously issued RFQ with GMP contracts and the amount of savings (if any) returned to the Owner.
- 3.7 CRITERION SEVEN: RESPONDENT'S ABILITY TO MEET SCHEDULES ON PAST PROJECTS
- 3.7.1 Describe how Respondent will develop, maintain and update the project schedule during design and construction. Identify the specific resources (i.e. personnel, hardware, software, etc.) to be used on this Project.
  - 3.7.2 Describe Respondent's approach to assuring timely completion of this Project, including methods for schedule recovery, if necessary. From any three (3) of the projects listed in response to Section 3.4 of this RFQ, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.
  - 3.7.3 Describe how Respondent develops and maintains work schedules during design and construction to coordinate with the Owner's Project schedule. From any three (3) projects

listed in response to Section 3.4 of this RFQ, provide examples of how these techniques were used.

- 3.7.4 Describe Respondent's experience with Critical Path Method ("CPM") scheduling software. From any of three (3) of the projects listed in response to Section 3.4 of this RFQ, provide a sample of the monthly schedule reports, including identified milestones and schedule recovery plans.
- 3.7.5 With respect to Respondent's team members whose resumes are provided in response to Criterion Three, indicate the scheduling experience of each person responsible for establishing and updating the project schedule.
- 3.7.6 Provide a simple CPM milestone schedule showing how Respondent perceives this Project could be built. Identify specific critical process, phases, milestones, approvals, and procurements anticipated. Clearly identify the ten percent (10%) total project float that will be required during the construction phase.

3.8 CRITERION EIGHT: RESPONDENT'S KNOWLEDGE OF CURRENT CONSTRUCTION METHODOLOGIES, TECHNOLOGIES, QUALITY AND BEST PRACTICES

- 3.8.1 Describe Respondent's quality assurance program. Explain the methods used to ensure quality control during the construction phase of a project. Provide specific examples of how these techniques or procedures were used from any three (3) projects listed in response to Section 3.4 of this RFQ.
- 3.8.2 Describe Respondent's procedures for implementing industry's "best practices" as defined by the Construction Industry Institute and similar organizations for:
  - 3.8.2.1 Establishing and tracking project objectives
  - 3.8.2.2 Using project scope definition resources (i.e. Project Definitions Rating Index ("PDRI")) in order to obtain complete and accurate design and construction documents from the A/E
  - 3.8.2.3 Partnering
  - 3.8.2.4 Cost tracking
  - 3.8.2.5 Change (order) management systems
- 3.8.3 Provide an example of a successful constructability program used by Respondent to maintain project budgets without sacrificing quality.
- 3.8.4 Describe Respondent's methodology for advertising, evaluating and selecting trade subcontractors for major institutions of higher education as a CMR.
- 3.8.5 Identify Respondent's quality control and commissioning team members, their duties, city of residence, and their objectives for this Project.
- 3.8.6 Describe how Respondent's quality control team will measure the quality of construction and commissioning performed by all trades but, in particular, by mechanical and electrical subcontractors and how Respondent will address non-conforming work.
- 3.8.7 Describe Respondent's implementation of a quality control process for this Project during the design development phase through completion of the construction documents phase.

- 3.8.8 As a CMR, describe Respondent's relationship with the local subcontracting community.
  - 3.8.9 Describe Respondent's past experience dealing with congested or confined campuses/site conditions for any project listed in Section 3.4 of this RFQ.
  - 3.8.10 Provide any other details regarding special services, products, advantages or other benefits offered to the Owner by the Respondent.
  - 3.8.11 As the project scheduler, describe Respondent's philosophy regarding establishment and use of the total project float on this Project to achieve the Owner's required substantial completion date.
  - 3.8.12 Describe Respondent's plans for meeting or improving the Owner's proposed schedule for design and/or construction. If Respondent proposes to improve the schedule, describe the impact on quality of services, materials or workmanship that may occur.
- 3.9 CRITERION NINE: RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS
- 3.9.1 Describe Respondent's understanding of the administrative challenges and opportunities associated with providing pre-construction and construction services for the Owner on this Project, and Respondent's strategy for addressing these challenges and opportunities.
  - 3.9.2 Understanding schedule limitations, provide an analysis of the Owner's project planning schedule and describe how Respondent plans to develop and communicate design, scope, and budget options in a manner that will help the A/E and Owner make timely and informed decisions.
  - 3.9.3 From any combination of three (3) projects listed in response to Section 3.4 of this RFQ, describe any conflicts with the Owner, consultants, A/E, or subcontractors and describe the methods used by the Respondent to resolve those conflicts. However, if the Respondent has excellent examples of conflict resolution from other projects other than those listed under 3.4, those examples may be used to demonstrate creative problem solving.
  - 3.9.4 Provide examples from any project described in response to Section 3.4 of pre-construction services provided that creatively incorporated mechanical, electrical, and plumbing solutions in similar structures.
- 3.10 CRITERION TEN: RESPONDENT'S GENERAL UNDERSTANDING OF THE CONSTRUCTION MANAGER-AT-RISK CONTRACT
- 3.10.1 Describe Respondent's fiduciary responsibility to the Owner (as a public agency) for tracking all construction costs and contingencies on this Project.
  - 3.10.2 Identify any terms of the Contract (see Section 1.3) that Respondent will ask to change before signing the CMR Agreement.

3.11 CRITERION ELEVEN: RESPONDENT'S WARRANTY AND SERVICE SUPPORT PROGRAM FOR THIS PROJECT

- 3.11.1 Describe Respondent's warranty service support philosophy and warranty service implementation plan for this Project.
- 3.11.2 Describe how Respondent will measure the quality of warranty service provided to the Owner for this Project.
- 3.11.3 Provide reference letters from three (3) owners identified in Section 3.4 that describe Respondent's response to, and performance on, warranty services after substantial completion.

3.12 CRITERION TWELVE: RESPONDENT'S UNDERSTANDING OF AND EXPERIENCE WITH BUILDING INFORMATION MODELING ("BIM")

- 3.12.1 Describe Respondent's experience managing and facilitating BIM use on projects, especially similar projects and especially involving CMR delivery method.
- 3.12.2 Show BIM experience on the resumes of your team members.
  - 3.12.2.1 Identify any BIM consultants and describe their roles and project-related experience. Provide a list of projects where consultants previously worked with Respondent in roles similar to what is currently being proposed.
  - 3.12.2.2 Provide the skills and qualifications of Respondent's BIM Manager and BIM team.
- 3.12.3 Describe any BIM-based efficiencies Respondent has provided on past projects that align with the Owner's interest in energy savings, cost and schedule. Owner is looking particularly for support for the following services (Respondent need not specifically address these item by item. Describe what Respondent perceives as critical BIM issues and opportunities for this Project and highlight items Respondent believes address these.):
  - 3.12.3.1 Pre-construction services
  - 3.12.3.2 Design management and coordination
  - 3.12.3.3 Design assistance
  - 3.12.3.4 Fabrication modeling for streamlining the submittal process
  - 3.12.3.5 Design review and quality assurance
  - 3.12.3.6 BIM-based analysis
  - 3.12.3.7 BIM-based estimating
  - 3.12.3.8 Owner decision support
  - 3.12.3.9 Construction scheduling
  - 3.12.3.10 Constructability modeling
  - 3.12.3.11 Construction coordination
  - 3.12.3.12 Construction Operations Building Information Exchange ("COBIE") and commissioning data
  - 3.12.3.13 Any additional BIM capabilities and experiences that could help this Project
- 3.12.4 Describe how Respondent can use BIM on this Project to:

- 3.12.4.1 Support better cost control assurance targeting a contractual construction cost limitation (target GMP)
- 3.12.4.2 Reduce buy-out cost risks while tightening needed CMR contingencies within a GMP

3.13 CRITERION THIRTEEN: EXECUTION OF OFFER

NOTE TO RESPONDENTS: **SUBMIT ENTIRE SECTION WITH RESPONSE.**

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

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

- 3.13.1 By signature hereon, Respondent acknowledges and agrees that; (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFQ; and, (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.
- 3.13.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFQ documents and contained herein.
- 3.13.3 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.
- 3.13.4 By signature hereon, Respondent affirms that it is a "taxable entity" under Section 171.0002 of the *Texas Tax Code* and certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, *Texas Tax Code*.
- 3.13.5 By signature hereon, the Respondent certifies that neither the Respondent nor anyone acting on behalf of Respondent 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. Respondent further certifies that it has not communicated directly or indirectly the Qualifications submitted to any competitor or any other person engaged in a similar line of business.

- 3.13.6 By signature hereon, Respondent represents and warrants that:
- 3.13.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;
  - 3.13.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
  - 3.13.6.3 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;
  - 3.13.6.4 Respondent understands the requirements and specifications set forth in this RFQ and the terms and conditions set forth in the Agreement under which Respondent will be required to operate;
  - 3.13.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Agreement; and,
  - 3.13.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 3.13.7 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.
- 3.13.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in *Texas Administrative Code* Title 34, Part 1, Chapter 20, Subchapter A, Division 2, Rule Section 20.25(8).
- 3.13.9 By signature hereon, Respondent certifies as follows:
- 3.13.9.1 "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."
  - 3.13.9.2 "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."
  - 3.13.9.3 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.

- 3.13.10 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 Owner or any component, or Respondent has not been an employee of Owner within the immediate twelve (12) months prior to Respondent's RFQ response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.
- 3.13.11 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*).
- 3.13.12 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.
- 3.13.13 By signature hereon, Respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.13.14 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.
- 3.13.15 By signature hereon, if required, Respondent agrees to complete a Cybersecurity Training Program. Pursuant to Section 2054.5192, *Texas Government Code*, Contractor and its subcontractors, officers, and employees, who are provided credentials granting access to Component's computer system also known as Component's information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Component. The cybersecurity training program must be completed during the term and any renewal period of this Agreement. Contractor shall verify in writing completion of the program to the Owner within the first thirty (30) calendar days of the term and any renewal period of this Agreement. Failure to comply with the requirements of this section are grounds for termination for cause of the Agreement.
- 3.13.16 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.
- 3.13.17 By signature hereon, Respondent certifies that no member of the Board of Regents of The Texas State University System, or the Executive Officers of the Owner or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract, and that no member of the Board of Regents has a "substantial interest" (as that term is defined in Section 51.923 of the *Texas Education Code*) in the Respondent.

*(Continues on the following page)*

**3.13.18 Execution of Offer: RFQ No. 758-20-09092, Construction Manager-At-Risk for Aqua Sports Center Renovation, Texas State University, San Marcos, Texas.**

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

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 each person who owns at least 10% of the Respondent's business entity by name:

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Name)*

\_\_\_\_\_  
*(Name)*

**Submitted and Certified By:**

\_\_\_\_\_  
*(Respondent's Name)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Street Address)*

\_\_\_\_\_  
*(Telephone Number)*

\_\_\_\_\_  
*(City, State, Zip Code)*

\_\_\_\_\_  
*(Fax Number)*

\_\_\_\_\_  
*(Authorized Signature)*

\_\_\_\_\_  
*(Date)*

\_\_\_\_\_  
*(Email Address) required for RFQ Notification*

Respondent acknowledges receipt of the following Addenda:

No. 1 \_\_\_\_\_; No. 2 \_\_\_\_\_; No. 3 \_\_\_\_\_; No. 4 \_\_\_\_\_; No. 5 \_\_\_\_\_; No. 6 \_\_\_\_\_

**SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS**

**4.1 GENERAL INSTRUCTIONS**

- 4.1.1 Qualifications shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Qualifications shall be a MAXIMUM OF FIFTY (50) PRINTED PAGES. The cover, table of contents, divider sheets, HCL (Section 1.13), and Execution of Offer do not count as printed pages.
- 4.1.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete Qualifications will be considered non-responsive and subject to rejection.
- 4.1.4 Qualifications and any other information submitted by Respondents in response to this RFQ shall become the property of the Owner.
- 4.1.5 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/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 the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 4.1.8 Failure to comply with all requirements contained in this RFQ may result in the rejection of the Qualifications.

**4.2 PAGE SIZE, BINDING, DIVIDERS AND TABS:**

- 4.2.1 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.
- 4.2.2 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criterion 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: Submittals shall include a “Table of Contents” and give page numbers for each part the Qualifications.
- 4.4 PAGINATION: Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HCL.

**SECTION 5 - ATTACHMENTS TO THE RFQ**

1. Sample HUB Commitment Letter

- **END OF REQUEST FOR QUALIFICATIONS** -

# **Addendum No. 1**

**Issued May 28, 2020**

## **REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER-AT-RISK**

### **FOR TEXAS STATE UNIVERSITY SAN MARCOS, TEXAS**

# **AQUA SPORTS CENTER RENOVATION**

**RFQ No.:**

**758-20-09092**

**Notice To All Respondents:**

The following is Addendum No. 1 to the Request for Qualifications (RFQ)  
ESBD Posting No. 758-20-09092 was posted on May 13, 2020

**Prepared By:**

Peter Maass, Director of Capital Projects Administration  
The Texas State University System  
601 Colorado Street  
Austin, TX 78701 - 512-463-1808  
Peter.Maass@tsus.edu

I. **GENERAL:**

A. Below are the Questions that were presented along with Answers to each in relation to this RFQ as of May 22, 2020.

1. **Question:** I wanted to inquire if Texas State would be open to increasing the maximum page count past fifty (50) pages. This request stems from the amount of content (number of questions) increasing and the page counts not being adjusted.  
**Answer:** No, the maximum page count will remain at fifty (50) pages.
2. **Question:** Is there any way we can get the due date for this proposal pushed by at least one week?  
**Answer:** No.
3. **Question:** Please confirm if reroofing the existing building is currently being considered part of this project.  
**Answer:** Yes.
4. **Question:** Please confirm if extensive envelope repairs is currently being considered part of this project.  
**Answer:** No.
5. **Question:** Please confirm if the construction is planned to be phased.  
**Answer:** No.
6. **Question:** In the RFQ for this solicitation, Section 5 says that there is a HCL Sample attached but nothing is posted on ESBD or attached to the RFQ. Will this be issued in a future addendum or can you please send to me directly?  
**Answer:** Please see the attached HCL sample.

**Attachments:**

- (1) Sample Letter of HUB Commitment (HCL)

- **END OF ADDENDUM NO. 1** -

**Attachment 1**

*With your RFQ submit, a Letter of HUB Commitment, see sample letter above, and include how your firm will participate and demonstrate a good faith effort in achieving the University's HUB goals. Provide recent examples where your firm has met or exceeded HUB goals on previous projects.*

(BUSINESS LETTERHEAD)

**SAMPLE**

Letter of HUB Commitment for RFQ for Construction Manager @Risk

Date:

Mr. Larry Miller, Interim Director  
Office of Planning, Design and Construction  
Texas State University, Physical Plant  
151 E. Sessom Drive  
San Marcos, Texas 78666

Re: Historically Underutilized Business Plan for Aqua Sports Center Renovation  
For Texas State University, San Marcos, TX  
Project Number 758-20-09092

Dear Mr. Miller:

In accordance with the requirements outlined in the specification section 1.13 "HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS" I am pleased to forward this HUB Commitment letter as an integral part of our proposal in connection with your invitation for request for this proposal.

I have read and understand the State of Texas' policy on Utilization of Historically Underutilized Businesses (HUBs).

If awarded this contract we understand that we will be required to attend a meeting with the University's HUB coordinator to discuss HSP requirements in soliciting for subsequent subcontractors for this project. Good Faith Effort will be documented and will contain a completed HUB Subcontracting Plan for each subcontracting opportunity.

Documentation of subcontracted work will be provided with each pay request on the Monthly Progress Assessment Report.

Sincerely,

Contractor's Name