

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

**FOR
TEXAS STATE UNIVERSITY
ROUND ROCK, TEXAS**

ESPERANZA HALL

RFQ No.:

758-24-09104

Submission Date:

October 17, 2023 – 2:00 p.m. (C.D.T.)

Prepared By:

Donna Bryce, CTCD, Senior Contract Administrator
The Texas State University System
601 Colorado Street
Austin, TX 78701
512-463-1808
Donna.Bryce@tsus.edu

Table of Contents

Section 1 - General Information & Requirements

- 1.1 General Information
- 1.2 Public Information
- 1.3 Type of Contract
- 1.4 Clarifications and Interpretations
- 1.5 Submission of Qualifications and HUB Commitment Letter
- 1.6 Point-Of-Contact
- 1.7 Evaluation of Qualifications
- 1.8 Owner’s Reservation of Rights
- 1.9 Acceptance of Evaluation Methodology
- 1.10 No Reimbursement for Costs
- 1.11 Optional Pre-Submittal Conference
- 1.12 Eligible Respondents
- 1.13 Historically Underutilized Businesses Submittal Requirements
- 1.14 Certain Proposals and Contracts Prohibited
- 1.15 Sales and Use Taxes
- 1.16 Certification of Franchise Tax Status
- 1.17 Required Notices of Workers’ Compensation Insurance Coverage
- 1.18 Insurance Requirements
- 1.19 Prevailing Minimum Wage Rate Determination
- 1.20 Delinquency in Paying Child Support
- 1.21 Nondiscrimination
- 1.22 Non-Boycott Israel Verification
- 1.23 Cybersecurity Training Program
- 1.24 Certification Regarding Business with Certain Countries and Organizations
- 1.25 Non-Discrimination of Firearm Industry Verification
- 1.26 Anti-Boycott Energy Companies Verification
- 1.27 Vaccine Passport Prohibition
- 1.28 Critical Infrastructure Affirmation

Section 2 - Executive Summary

- 2.1 Historical Background

- 2.2 Mission Statement
- 2.3 Project Description, Scope and Budget
- 2.4 Facility Program
- 2.5 Project Planning Schedule
- 2.6 Owner’s Special Conditions

Section 3 - Requirements for Statement of Qualifications

- 3.1 Respondent’s Ability to Provide Construction Management Services
- 3.2 Qualifications of Respondent and the Execution of Services
- 3.3 Respondent’s Past Performance on Representative Construction Manager-at-Risk Projects
- 3.4 Respondent’s Ability to Establish Budgets and Control Costs
- 3.5 Respondent’s Ability to Meet Schedules
- 3.6 Respondent’s Knowledge of Current Construction Methodologies, Technologies, and Best Practices
- 3.7 Respondent’s Ability to Identify and Resolve Problems
- 3.8 Respondent’s Ability to Manage Construction Safety Risks
- 3.9 Respondent’s Warranty and Service Support Program for this Project
- 3.10 Execution of Offer

Section 4 - Format for Statement of Qualifications and Pricing and Delivery Proposals

- 4.1 General Instructions
- 4.2 Page Size, Binding, Dividers and Tabs
- 4.3 Table of Contents
- 4.4 Pagination

Section 5 - Attachments to this RFQ

- 1. Sample HUB Commitment Letter (HCL)

**REQUEST FOR QUALIFICATIONS
FOR
CONSTRUCTION MANAGER-AT-RISK
TEXAS STATE UNIVERSITY
ROUND ROCK, TEXAS
ESPERANZA HALL
RFQ NO.: 758-24-09104**

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The Texas State University System (“Owner”) on behalf of **Texas State University**, is soliciting Statements of Qualifications (“Qualifications”) for the selection of a Construction Manager-at-Risk firm for the **Esperanza Hall project** (“Project”), on the Texas State University, Round Rock, 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” or “Contract”), 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 eight (8) calendar 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/TXST UNIV SYS – 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 <<College>>.

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

October 17, 2023 - 2:00 p.m. (C.D.T.)

Jay Dancer, Buyer III
Texas State University
151-2 East Sessom
Physical Plant, Suite 104
San Marcos, Texas 78666

- 1.5.3 Submit **six (6)** identical hard copies of the Qualifications. This is the response to Section 3 of the RFQ and includes the Execution of Offer (see Section 3.10). An original signature must be included on the “Execution of Offer” document submitted with each copy. Include **one (1)** electronic version of the signed Qualifications documents on an individual USB/flash drives in Adobe Acrobat PDF format. The individual flash drive containing the Qualifications must be submitted with the hard copies in a separate, sealed package.
- 1.5.4 Submit **two (2)** hard copies of the HCL as a separate package to the Qualifications as described in Section 1.13. Include **one (1)** electronic version of the HCL document on an individual USB/flash drive in Adobe Acrobat PDF format. The individual flash drive containing the HCL must be submitted with the hard copies in a separate, sealed package.
- 1.5.5 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.
- 1.5.6 The Owner will not acknowledge or receive Qualifications or HCL that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.7 Properly submitted Qualifications, HCL and electronic media will not be returned to Respondents.
- 1.5.8 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).
- 1.5.9 The names of the submitting Respondent(s) will be read aloud immediately following the date and time published in Section 1.5.12.
- 1.5.10 Submitting Respondents’ HCLs will be reviewed for completeness prior to evaluations of Qualifications. Disqualified HCLs 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**.
- Jay Dancer, Buyer III
Email: ymv23@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 **OPTIONAL PRE-SUBMITTAL CONFERENCE:** An optional pre-submittal conference will be held at the time and location described below.
- September 19, 2023 – 10:00 a.m. (C.D.T.) at:**
- Texas State University
LBJ Student Center & Visitor Center
301 Student Center Drive, Building 840, Room #3-9.1
San Marcos, Texas, 78666
- Conference Location Map:**
<https://www.lbjsc.txst.edu/About/directions.html>
- Questions regarding the Pre-Submittal conference may contact Jay Dancer at ymv23@txstate.edu.
- 1.11.1 A guided tour of the Project site will not be included as a part of the conference agenda.
- 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” or “HUBS”) 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. A HUB Subcontracting Plan (“HSP”) is not required by Respondents as part of the RFQ submission. The HSP will be required by the selected Respondent, following the Owner’s approval of a Guaranteed Maximum Price (“GMP”). Submit a HUB Commitment Letter (“HCL”) to describe how Respondent will participate and demonstrate a good faith effort in achieving the Owner’s HUB goals.

1.13.1 STATEMENT OF PROBABILITY: The Texas State University System has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, a HUB Commitment Letter is required as a part of the Respondent’s Qualifications.

1.13.2 The HUB Commitment Letter is attached to this solicitation.

1.13.3 The “Statement of Probability” determines the probability for subcontracting opportunities.

1.13.4 Submit one **(1) USB/flash drive digital file** and two **(2) hard copies of the HCL in a separate sealed package apart from the submittal of Qualifications**, as stated in Sections 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*, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include the 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 Agreement as denoted in Section 1.3 of this RFQ. The Owner intends to provide Builders Risk insurance coverage for this Project.
- 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 \$10.00 per underpaid worker per day or portion thereof to \$60.00. The Prevailing Wage Rate for Williamson County, Texas, can be found on the following website: <https://sam.gov/content/wage-determinations>
- 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 the Agreement.
- 1.22 NON-BOYCOTT ISRAEL VERIFICATION: To the extent required in Chapter 271, Texas Government Code, by executing this Agreement, Respondent hereby certifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement. "Boycott Israel" shall have the meaning set forth in Section 808.001, *Texas Government Code*.
- 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 this Agreement. Respondent 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 the Agreement. Failure to comply with the requirements of this section are grounds for termination for cause of the Agreement.
- 1.24 CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS: Pursuant to Subchapter F, Chapter 2252.152, *Texas Government Code*, Respondent hereby certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Respondent acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

- 1.25 NON-DISCRIMINATION OF FIREARM INDUSTRY VERIFICATION: Pursuant to Chapter 2274, *Texas Government Code* (as enacted in SB 19 in the 87th Regular Legislative Session [2021]), Respondent hereby verifies that either (i) it has less than ten (10) full time employees; or (ii), it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined under Section 2274.001, *Texas Government Code*) and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
- 1.26 ANTI-BOYCOTT ENERGY COMPANIES VERIFICATION: Pursuant to Chapter 2274.002, *Texas Government Code* (as enacted in SB 13 in the 87th Regular Legislative Session [2021]), Respondent hereby certifies that either (i) it has less than ten (10) full time employees or (ii) it does not “boycott energy companies” (as defined under Section 809.001, *Texas Government Code*) and will not “boycott energy companies” during the term of the Agreement.
- 1.27 VACCINE PASSPORT PROHIBITION: Pursuant to Section 161.0085, *Texas Health and Safety Code* (as enacted in SB 968 in the 87th Regular Legislative Session [2021]), Respondent hereby certifies that it does not require its customers to provide any documentation certifying the customer’s COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Respondent’s business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract and shall be grounds for termination of the Agreement for cause.
- 1.28 CRITICAL INFRASTRUCTURE AFFIRMATION: Pursuant to Section 2274.0102, *Texas Government Code*, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is (i) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103, *Texas Government Code*, or headquartered in any of those countries.

SECTION 2 – EXECUTIVE SUMMARY

- 2.1 HISTORICAL BACKGROUND: The development of the Round Rock Campus began with the construction of the Avery Building in 2005, followed by the construction of the Nursing Building in 2010, and Willow Hall in 2018. The planning, design, and construction of Esperanza Hall is the next step toward the University’s vision of providing cutting-edge research that complements the world-class technology and health care corporate sectors in the greater north Austin area, and to add new programs to meet the local and state workforce needs.

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. At the same time that 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. Work on the Main Building began in 1902, and in the fall of 1903 the Southwest Texas State Normal School opened with 17 faculty 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 teaching certificates in 1903 to a prominent institution by 2022 offering 99 baccalaureate, 92 masters and specialists, and 14 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 for fall 2022 is 38,262 making it the seventh largest public university in the State of Texas. The original San Marcos core campus has grown from 11 acres to 507 acres. The university also includes approximately 4,000 additional acres of agricultural, research, and recreational areas and 101 acres at the Round Rock Campus.

Texas State University is on a mission to achieve Carnegie Research 1 classification, an institution designation indicative of very high research activity. The university is developing a master plan to enhance its R&D and intellectual property portfolio, expand its Ph.D. programs, and increase opportunities for post-doctoral research. Most importantly, Texas State University remains deeply committed to the success of all our students.

The university welcomed its 10th president, Kelly R. Damphousse, to the top post in July 2022.

2.2 **MISSION STATEMENT:** Texas State University is a doctoral-granting, student centered institution dedicated to excellence and innovation in teaching, research, including creative expression, and service. The university strives to create new knowledge, to embrace a diversity of people and ideas, to foster cultural and economic development, and to prepare its graduates to participate fully and freely as citizens of Texas, the nation and world.

2.3 **PROJECT DESCRIPTION, SCOPE, AND BUDGET:** Esperanza Hall is a 3-story building with an estimated 82,650 gross square footage. Texas State desires that the architectural style of Esperanza Hall match existing buildings on campus.

This project will partially complete construction of the interiors on the first floor, and lobby area on the second floor. The remainder of the second floor and the other floors are planned to remain shell space to be developed later. The shell spaces will have temperature controls and life safety systems.

The first floor (entry level) is programed for flexible classrooms and a conference area. The flexible classrooms will provide general classroom and distance learning platform classrooms of varying sizes that are college controlled and available to all Health Professions programs. The second and third floors are programed as future spaces for four Health Professions departments, including Clinical Laboratory Science, Radiation Therapy, Health Administration, and Health Information Management, including proposed state of the art laboratory spaces for the users, considering any special architectural, utility infrastructure, or egress requirements which need a higher level of integration for phased development. The building support spaces which enhance the aesthetic and functionality of the overall building are to be designed for the future development of the second and third floors.

The building will include a loading area that is shielded from public view and does not dramatically alter the aesthetics of the building exterior. The loading area shall connect to a service drive from campus vehicular circulation.

The total Construction Cost Limitation for the project is Thirty-Eight Million Dollars (\$38,000,000).

2.4 FACILITY PROGRAM: The Architectural Program of Requirements is complete and available on the ESBD webpage as Exhibit A.

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

| | | |
|--------|--|------------|
| 2.5.1 | Owner publishes RFQ for CMR Services..... | 09/11/2023 |
| 2.5.2 | Optional Pre-Submittal Conference (10:00 a.m.) | 09/19/2023 |
| 2.5.3 | RFQ/P submittal of questions deadline (12:00 p.m.)..... | 09/27/2023 |
| 2.5.4 | Deadline for submittal of Qualifications, Proposal and HCL (2:00 p.m.) | 10/17/2023 |
| 2.5.5 | Respondents name read aloud at Name of Component | 10/17/2023 |
| 2.5.6 | Owner issues Request for Proposals (to short-listed firms)..... | 11/02/2023 |
| 2.5.7 | Deadline for submittal of Proposals (2:00 p.m.)..... | 11/16/2023 |
| 2.5.8 | Proposals read aloud at Owner’s Office | 11/16/2023 |
| 2.5.9 | Interview of shortlisted Respondent (if required)..... | 11/28/2023 |
| 2.5.10 | Owner selects CMR..... | 12/04/2023 |
| 2.5.11 | Execute CMR Agreement..... | 01/11/2024 |
| 2.5.12 | Notice to Proceed for Pre-Construction Services | 01/12/2024 |
| 2.5.13 | Board of Regents approval of Design Development Submittal | 05/23/2024 |
| 2.5.14 | A/E completes Construction Documents | 07/01/2024 |
| 2.5.15 | Owner approves Guaranteed Maximum Price Proposal | 07/02/2024 |
| 2.5.16 | Notice to Proceed for Construction Phase issue | 07/08/2024 |
| 2.5.17 | Owner accepts Substantial Completion of Construction | 12/01/2025 |
| 2.5.18 | Final Completion | 01/02/2026 |
| 2.5.19 | Occupancy | 01/02/2026 |

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 Owner can be expected to work with the A/E and the CMR 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 Contract. These specifications sections shall be a part of the CMR Agreement. They are available for review 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 subject to rejection. Respondent’s response to the Qualifications Criteria shall constitute up to Thirty-Five Percent (35%) of the total Respondent’s evaluation score. The Sixty-Five Percent (65%) balance of the Respondent’s evaluation score shall be based on the pricing Proposal submitted by the top five (5) or fewer selected Respondent(s), pursuant to paragraph 1.1.2, above.

3.1 CRITERION ONE: RESPONDENT'S ABILITY TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES: (Criterion Weight: 10%)

- 3.1.1 Provide a brief history of Respondent's firm.
- 3.1.2 Provide the following information on your firm for the past **five** (5) fiscal years:
 - 3.1.2.1 Volume:
 - 3.1.2.1.1 Annual number, value and percent change of contracts in Texas per year
 - 3.1.2.1.2 Annual number, value and percent change of contracts nationally per year
 - 3.1.2.2 Revenues: Annual revenue totals and percent change per year
 - 3.1.2.3 Bonding:
 - 3.1.2.3.1 Total bonding capacity
 - 3.1.2.3.2 Available bonding capacity and current backlog
- 3.1.3 Attach a letter of intent from a surety company indicating ability to bond Respondent 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 (if applicable), with a potential maximum construction cost of **Amount (\$38,000,000)**. Bonding requirements are set forth in Article 17 of the Agreement and the Uniform General Conditions for Construction Contracts.
- 3.1.4 State whether Respondent is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If so, explain the impact both in organization and company direction.
- 3.1.5 Provide details of any past or pending litigation, or claims filed, against Respondent that may affect its performance under an Agreement with the Owner.
- 3.1.6 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.
- 3.1.7 State whether Respondent has ever failed to complete any work which it was awarded.

3.2 CRITERION TWO: QUALIFICATIONS OF THE RESPONDENT AND THE EXECUTION OF SERVICES: (Criterion Weight: 20%)

- 3.2.1 Provide resumes of all Respondent's team members that will be directly involved in the Project, including their experience with similar projects, definition of that person's specific role in the Pre-Construction and Construction phases for the Project, the number of years with the Respondent, and their city of residence.
- 3.2.2 For each of the proposed Respondent's team members identified in 3.2.1, describe their responsibilities in each of the representative projects presented in 3.3 and compare them with their anticipated responsibilities in this Project.
- 3.2.3 Identify any consultants that are included as part of the proposed team, their role related experience for this Project. List projects for which the consultant(s) have previously worked with the Respondent.
- 3.2.4 Describe, in graphic and written form, the proposed Project organizational chart indicating 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, Construction, Close-Out, and Warranty services.

- 3.2.5 Describe Respondent's construction management and execution plan for providing Pre-Construction Phase Services required for this Project.
 - 3.2.6 Describe what Respondent perceives as the critical issues for this Project, whether in the pre-construction or construction phase.
 - 3.2.7 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.
 - 3.2.8 Describe Respondent's Bid/Proposal Package Strategy for completion of the Construction Documents and for procuring the work from subcontractors, vendors, suppliers, etc.
 - 3.2.9 Describe Respondent's constructability program for this Project and how it will be implemented.
 - 3.2.10 Describe Respondent's philosophy for maximizing Project scope for the Owner during Pre-Construction services, minimizing risk, and identifying when savings can be returned to the Owner during construction.
 - 3.2.11 For Pre-Construction and Construction services, provide examples of records, reports, monitoring systems, and information management systems Respondent will use on this Project.
 - 3.2.12 Declare if Respondent, or any other company within the same holding group of companies, desires to self-perform work on this Project, and describe the method for determining itself as the "best value" through a competitive proposal process.
 - 3.2.13 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.
- 3.3 CRITERION THREE: RESPONDENT'S PAST PERFORMANCE ON REPRESENTATIVE CONSTRUCTION MANAGER-AT-RISK PROJECTS: (Criterion Weight: 15%)
- 3.3.1 Identify and describe the proposed team's past experience for providing CMR services that are **MOST RELATED TO THIS PROJECT within the last five (5) years.** Provide not less than three (3) but not more than five (5) examples. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - 3.3.1.1 Project name, location, and description
 - 3.3.1.2 Photographic color images of exterior, interior, and floor plans and site plans if applicable
 - 3.3.1.3 Construction cost estimates at Design Development, final GMP amount and final construction cost. Explain the reasons for any deviations.
 - 3.3.1.4 Final project size in gross square feet
 - 3.3.1.5 Type of construction (new, renovation, or expansion)
 - 3.3.1.6 Notice to Proceed date for Pre-Construction Services

- 3.3.1.7 Originally planned and actual Notice to Proceed, Substantial Completion, and Final Payment dates for Construction Services. Explain reasons for any deviation.
 - 3.3.1.8 Name of project manager (individual responsible to the owner for the overall success of the project)
 - 3.3.1.9 Name of project superintendent(s) (individual responsible for coordinating the day-to-day work)
 - 3.3.1.10 Names of mechanical, plumbing, and electrical subcontractors
- 3.3.2 References (for each project listed above, identify the following):
- 3.3.2.1 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
 - 3.3.2.2 The 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
 - 3.3.2.3 Length of business relationship with the owner

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

3.4 CRITERION FOUR: RESPONDENT'S ABILITY TO ESTABLISH BUDGETS AND CONTROL COSTS: (Criterion Weight: 15%)

- 3.4.1 Describe Respondent's methodology for working with the the Owner, Project A/E and their consultants to deliver a GMP and to maintain the GMP throughout the design and construction phases including any processes for establishing, tracking, and reporting during the course of the Project.
- 3.4.2 Describe Respondent's cost control methods during construction and how Respondent procures subcontracts, confirms scope, amounts, and ensures proper payment.
- 3.4.3 If the Owner intends to accept a GMP prior to completion of Construction Documents; describe: 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 one hundred percent (100%) Construction Documents align with the project scope in the previously accepted GMP proposal documents.
- 3.4.4 Describe the percentage for construction contingency desired at GMP, and how these contingencies will be managed through the completion of Construction Phase services.
- 3.4.5 Describe the bonds Respondent requires of subcontractors including if Subguard will be used.
- 3.4.6 Identify a maximum of three (3) projects from Section 3.3 of this RFQ, with GMP contracts, and the amount of savings (if any) returned to the owner.

3.5 CRITERION FIVE: RESPONDENT’S ABILITY TO MEET SCHEDULES: (Criterion Weight: 15%)

- 3.5.1 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.
- 3.5.2 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 3.3 of this RFQ, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.
- 3.5.3 Describe Respondent’s experience with Critical Path Method (“CPM”) scheduling. From any of three (3) of the projects listed in response to Section 3.3 of this RFQ, provide one (1) sample of the monthly schedule reports, including identified milestones, and any schedule recovery plans.
- 3.5.4 Provide a simple CPM Milestone schedule on how Respondent perceives this Project could be built. Identify specific critical process, phases, milestones, approvals, and procurements anticipated. Include the ten percent (10%) total project float that will be required in the critical path during the Construction Phase. If Respondent proposes to improve the schedule, describe the impact on quality of services, materials or workmanship that may occur.

3.6 CRITERION SIX: RESPONDENT’S KNOWLEDGE OF CURRENT CONSTRUCTION METHODOLOGIES, TECHNOLOGIES, QUALITY AND BEST PRACTICES: (Criterion Weight:10%)

- 3.6.1 Describe Respondent’s quality assurance program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide a specific example from one (1) of the representative projects, listed in response to Section 3.3 of this RFQ, of how Respondent’s quality control program overcame a difficult constructability issue and/or resulted in higher quality workmanship.
- 3.6.2 Describe Respondent’s procedures for implementing industry’s “best practices” as defined by the Construction Industry Institute or similar organizations for:
 - 3.6.2.1 Establishing and tracking project objectives.
 - 3.6.2.2 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.
 - 3.6.2.3 Partnering.
 - 3.6.2.4 Cost tracking.
 - 3.6.2.5 Change (order) management systems.
 - 3.6.2.6 Building systems commissioning including coordination with the A/E and the Owner’s commissioning agent.
 - 3.6.2.7 Total quality management for each phase of the Project, including coordinating with the Owner’s project inspectors, testing, training, close-out, and warranty service.
- 3.6.3 Describe Respondent’s implementation of a quality control process for this Project during the Design Development stage through completion of Construction Documents stage.

- 3.6.4 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.
- 3.6.5 As the CMR, describe Respondent's relationship with the local subcontracting community.
- 3.6.6 Describe Respondent's past experience dealing with congested campuses/site conditions for any project listed in Section 3.3 of this RFQ.
- 3.6.7 Provide any other details regarding special services, products, advantages, or other benefits offered to the Owner by the Respondent.

3.7 CRITERION SEVEN: RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS: (Criterion Weight: 5%)

- 3.7.1 Describe Respondent's understanding of the administrative challenges and opportunities associated with providing Pre-Construction and Construction services for Owner on this Project, and Respondent's strategy for addressing these issues.
- 3.7.2 Understanding the schedule limitations, provide an analysis of the Owner's project planning schedule in Section 2.5 of this RFQ, describe Respondent's plan for communicating constructability, phasing, value engineering and other budget options in a form that will quickly facilitate the Owner's decision making.
- 3.7.3 For any combination of three (3) projects listed in response to Section 3.3 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.
- 3.7.4 Provide examples of services provided that creatively incorporated mechanical, electrical, and plumbing solutions in similar structures.

3.8 CRITERION EIGHT: RESPONDENT'S ABILITY TO MANAGE CONSTRUCTION SAFETY RISKS: (Criterion Weight: 5%)

- 3.8.1 Briefly describe Respondent's approach for anticipating, recognizing, and controlling safety risks and note the safety resources that Respondent provides for each project's safety program.
- 3.8.2 Describe the level of importance for enforcement and support of project safety that Respondent includes in performance evaluations for superintendents and project managers.
- 3.8.3 Identify the proposed safety management team members for construction services. Include their previous titles, duties, city(s) 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 specifications.
- 3.8.4 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.

- 3.8.5 Describe the safety and insurance claims history information and weighting that Respondent includes in the submission and award process for “best value” subcontracts.
- 3.8.6 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:
 - 3.8.6.1 Any occupational illness or injury that resulted in death or total and permanent disability.
 - 3.8.6.2 Three (3) occupational illnesses or injuries that resulted in hospital admittances.
 - 3.8.6.3 Explosion, fire, or water damage that claimed five percent (5%) or more of the project’s construction value.
 - 3.8.6.4 Failure, collapse, or overturning of a scaffold, excavation, crane, or motorized mobile equipment when workers were present at the project.
- 3.8.7 Identify the Respondent’s Experience Modification Rate (“EMR”) for the three (3) most recent annual insurance-year ratings.
- 3.8.8 Identify Respondent’s annual OSHA Recordable Incident Rates (“RIR”) for all work performed during the past three (3) calendar years.
- 3.8.9 Identify Respondent’s annual OSHA Lost Workday Case Incident Rates (“LWCIR”) for all work performed during the past three (3) calendar years.
- 3.9 CRITERION NINE: RESPONDENT’S WARRANTY AND SERVICE SUPPORT PROGRAM FOR THIS PROJECT: (Criterion Weight: 5%)
 - 3.9.1 Describe Respondent’s warranty service support philosophy and warranty service implementation plan for this Project.
 - 3.9.2 Describe how Respondent will measure the quality of warranty service provided to the Owner for this Project.
 - 3.9.3 Provide reference letters from three (3) owners identified in Sections 3.3 of this RFQ, that describe Respondent’s response to, and performance on, warranty services AFTER substantial completion.

3.10 EXECUTION OF OFFER:

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

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

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

3.10.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFQ is a solicitation for Qualifications and is not a contract or an offer to contract; (2) the submission of Qualifications by Respondent in response to this RFQ will not create a contract between the Owner and Respondent; (3) the Owner has made no representation or warranty, written or oral, that one or more contracts with the Owner will be awarded under this RFQ; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFQ.

3.10.2 By signature hereon, Respondent offers and agrees to furnish to the Owner products and/or services more particularly described in its Qualifications and to comply with all terms and conditions and requirements set forth in the RFQ documents and contained herein.

3.10.3 By signature hereon, Respondent affirms that it has neither given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a public servant in connection with the submitted Qualifications.

3.10.4 By signature hereon, 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*.

3.10.5 By signature hereon, Respondent hereby 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 and Proposal submitted to any competitor or any other person engaged in a similar line of business.

3.10.6 By signature hereon, Respondent represents and warrants that:

3.10.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFQ;

- 3.10.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFQ;
 - 3.10.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
 - 3.10.6.4 Respondent understands the requirements and specifications set forth in this RFQ and the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - 3.10.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Agreement; and
 - 3.10.6.6 All statements, information and representations prepared and submitted in response to this RFQ are current, complete, true and accurate. Respondent acknowledges that the Owner will rely on such statements, information and representations in selecting the successful Respondent. If selected by the Owner as the successful Respondent, Respondent will notify the Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.
- 3.10.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications.
- 3.10.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident bidder as defined in *Texas Government Code* Section 2252.001(4).
- 3.10.9 By signature hereon, Respondent certifies as follows:
- 3.10.9.1 "Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
 - 3.10.9.2 "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
 - 3.10.9.3 Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on "demonstrated competence and qualifications" only.
- 3.10.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of Owner or any component, or Respondent has not been

an employee of Owner or any component 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.

- 3.10.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ (ref. Section 2155.004 *Texas Government Code*).
- 3.10.12 Respondent represents and warrants that all articles and services quoted in response to this RFQ meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.
- 3.10.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.10.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications.
- 3.10.15 By signature hereon, Respondent agrees to complete a 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 this Agreement. Respondent 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.
- 3.10.16 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.
- 3.10.17 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.
- 3.10.18 Pursuant to Chapter 2274, *Texas Government Code*, Respondent certifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity

of firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

- 3.10.19 Pursuant to Chapter 2274, *Texas Government Code*, Respondent certifies that it does not boycott energy companies as defined in Section 809.001(1)(a), *Texas Government Code*, (i.e., fossil fuel companies); and will not boycott energy companies during the term of the Agreement.
- 3.10.20 Respondent certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery, on entry to, to gain access to, or to receive service from the Respondent's business. Respondent acknowledges that such a vaccine or recovery requirement would make Respondent ineligible for a state-funded contract.
- 3.10.21 Pursuant to Section 2274.0102, *Texas Government Code*, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent is majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Section 2274.0103, *Texas Government Code*, or headquartered in any of those countries.

[Execution of Offer continues next page]

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 (25 sheets printed double-sided or 50 sheets single-sided), (excluding HCL and the execution of offer). 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 -

ATTACHMENT 1

With your RFQ submit, a Letter of HUB Commitment, see sample letter below, on 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-At-Risk

Date:

Jay Dancer, Buyer III
Texas State University
151-2 East Sessom
Physical Plant, Suite 104
San Marcos, Texas 78666

Project No.: 758-23-09099 – RFQ for CMR Services for Esperanza Hall
at Texas State University, Round Rock, Texas

Dear Mr. Dancer:

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.

If awarded this Agreement, 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

NOTE: In addition to the above, and distinct from any HUB Good Faith Effort required by Texas law, the respondent is requested to submit a statement, in the Letter of HUB Commitment, describing in detail how the respondent will commit to attract and use certified HUBs to meet or exceed the University's HUB Goals for all goods and services needed throughout the term of the contract. Please also provide a statement as to what percentage of HUB participation you intend to achieve and what your company has done in the past to demonstrate your efforts in contracting with minority or women owned contractors.

Addendum No. 1

Issued September 22, 2023

REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER-AT-RISK

FOR TEXAS STATE UNIVERSITY ROUND ROCK, TEXAS

ESPERANZA HALL

RFQ No.:

758-24-09104

Notice To All Respondents:

The following is Addendum No. 1 to the Request for Qualifications (RFQ)
ESBD Posting No. 758-24-09104 was posted on September 11, 2023

Prepared By:

Donna Bryce, Senior Contract Administrator
The Texas State University System
601 Colorado Street
Austin, TX 78701 - 512-463-1808
donna.bryce@tsus.edu

I. GENERAL:

- A.** The optional Pre-Submittal Conference was held on September 19, 2023, at the LBJ Student Center & Visitor Center location. The conference agenda and attendance sign-in sheets are included as part of this Addendum.

Attachments:

- (1) Pre-Submittal Agenda and Attendance Sign-In Sheets

- END OF ADDENDUM NO. 1 -



Pre-Submittal Agenda

September 19, 2023

ESPERANZA HALL

CONSTRUCTION MANAGER-AT-RISK

RFQ 758-24-09104

RFQ DUE DATE: October 17, 2023 – before 2:00 PM - FPDC Office

A. Introductions

- a. Staff - FPDC
- b. HUB – hub@txstate.edu 512-245-2521
- c. Respondents

B. Project Scope

The Texas State University System (“Owner”) on behalf of Texas State University, is soliciting Statements of Qualifications (“Qualifications”) for the selection of a Construction Manager-at-Risk firm for the **Esperanza Hall** project (“Project”), on the Texas State University, Round Rock, 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.**

PROJECT DESCRIPTION, SCOPE, AND BUDGET: Esperanza Hall is a 3-story building with an estimated 82,650 gross square footage. Texas State desires that the architectural style of Esperanza Hall match existing buildings on campus. This project will partially complete construction of the interiors on the first floor, and lobby area on the second floor. The remainder of the second floor and the other floors are planned to remain shell space to be developed later. The shell spaces will have temperature controls and life safety systems. The total Construction Cost Limitation for the project is \$38,000,000.

C. Timeline

Project Planning Schedule: Key Project planning schedule milestones are:

| | |
|--|------------|
| 2.5.1 Owner publishes RFQ for CMR Services..... | 09/11/2023 |
| 2.5.2 Optional Pre-Submittal Conference (10:00 a.m.) | 09/19/2023 |
| 2.5.3 RFQ/P submittal of questions deadline (12:00 p.m.) | 09/27/2023 |
| 2.5.4 Deadline for submittal of Qualifications, Proposal and HCL (2:00 p.m.) | 10/17/2023 |
| 2.5.5 Respondents name read aloud at Name of Component | 10/17/2023 |
| 2.5.6 Owner issues Request for Proposals (to short-listed firms) | 11/02/2023 |
| 2.5.7 Deadline for submittal of Proposals (2:00 p.m.) | 11/16/2023 |
| 2.5.8 Proposals read aloud at Owner’s Office | 11/16/2023 |
| 2.5.9 Interview of shortlisted Respondent (if required) | 11/28/2023 |
| 2.5.10 Owner selects CMR..... | 12/04/2023 |
| 2.5.11 Execute CMR Agreement | 01/11/2024 |
| 2.5.12 Notice to Proceed for Pre-Construction Services | 01/12/2024 |
| 2.5.13 Board of Regents approval of Design Development Submittal | 05/23/2024 |
| 2.5.14 A/E completes Construction Documents | 07/01/2024 |
| 2.5.15 Owner approves Guaranteed Maximum Price Proposal | 07/02/2024 |
| 2.5.16 Notice to Proceed for Construction Phase issue | 07/08/2024 |
| 2.5.17 Owner accepts Substantial Completion of Construction | 12/01/2025 |
| 2.5.18 Final Completion | 01/02/2026 |
| 2.5.19 Occupancy | 01/02/2026 |

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 Owner can be expected to work with the A/E and the CMR to validate and improve on this initial schedule.

D. Criteria

- Criterion One: Respondent's Ability to Provide Construction Management Services: (Criterion Weight: 10%)
- Criterion Two: Qualifications of the Respondent and the Execution of Services: (Criterion Weight: 20%)
- Criterion Three: Respondent's Past Performance on Representative Construction Manager-At-Risk Projects: (Criterion Weight: 15%)
- Criterion Four: Respondent's Ability to Establish Budgets and Control Costs: (Criterion Weight: 15%)
- Criterion Five: Respondent's Ability to Meet Schedules: (Criterion Weight: 15%)
- Criterion Six: Respondent's Knowledge of Current Construction Methodologies, Technologies, Quality and Best Practices: (Criterion Weight: 10%)
- Criterion Seven: Respondent's Ability to Identify and Resolve Problems: (Criterion Weight: 5%)
- Criterion Eight: Respondent's Ability to Manage Construction Safety Risks: (Criterion Weight: 5%)
- Criterion Nine: Respondent's Warranty and Service Support Program for the Project: (Criterion Weight: 5%)

E. Historically Underutilized Businesses

A HUB Subcontracting Plan (HSP) is required as a part of the Respondent's Qualifications. 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.

F. Questions on the RFQ

All questions from the RFQ shall be submitted in writing and addressed to:

Jay Dancer, CTCD, CTCM

Buyer III FPDC

ymv23@txstate.edu

Questions deadline 09/27/2023 @ 12:00 p.m.

G. Parking and permitting information.

- Vendors and contractors (including construction contractors) who have contracts with the university may purchase red restricted permits if they wish to have red restricted parking privileges. They may also purchase perimeter parking permits but can only park in the perimeter lots.
- Parking inside fenced staging or construction areas will be limited. The staging areas are not intended to be parking areas. They are generally limited to 1-4 spaces for the job superintendent and other essential personnel. The job superintendent will give authorization to park inside the staging area. A dashboard permit will be provided at no cost by Parking Services and must be displayed at all times when parking in the staged area. Vehicles parked outside the pre-arranged staging areas may be subject to ticketing, immobilization (booting), and towing. Construction contractors must purchase perimeter permits for their workers to park in lot P/AZ 10W (Bobcat Stadium West) and be transported to the job site if they choose to park on campus. Permits must be displayed in all vehicles to park legally on campus.
- Vendors or Service providers with no contractual relationship with the university must park in the pay garages or may purchase a perimeter permit and park in any perimeter lot. On a case-by-case basis, the Assistant Director of Parking Services, upon request, may approve the purchase of a red restricted permit.
- The annual cost of a red restricted parking permit is \$335.00.
- The annual cost of a perimeter parking permit is \$115.00.

H. Closing

Attendance - Pre-Submittal Conference

September 19, 2023 @ 10:00 a.m. -LBJ Student Center & Visitors Center Room 3-9.1

Construction Manager-At-Risk: Esperanza Hall

RFQ# 758-24-09104

| | Company | Name | Phone # | Email Address | Signature |
|----|----------------------|-----------------|----------------|----------------------------------|-----------|
| 1 | JOERIS GC | MARTY GARZA | (610) 825-0429 | marty.garza@joeris.com | |
| 2 | ROGERS-OBRIEN | ANDREW WHITE | 210-862-8128 | kwhite@ro.com | |
| 3 | Kitchell Contractors | Kourtney Marini | 512.429.0567 | kmarini@kitchell.com | |
| 4 | TURNER | Ronnie Starp | 512-299-5024 | rstarp@tcco.com | |
| 5 | Beck | Audrey Ormond | 713 452 0717 | audreyormond@beckgroup.com | |
| 6 | TXST | Mary Morrison | | hm@txstate.edu | |
| 7 | SpawGlass | Cami Jilling | 806 679 9370 | Cami.Jilling@spawglass.com | |
| 8 | CORE | SARAH NOEMAN | 202-465-6127 | SarahNoeman@CoreConstruction.com | |
| 9 | Haley Terrill | FIINTCO | 817-899-5878 | Haley.Terrill@fiintco.com | |
| 10 | Jay Dancer-TXST | Jay Dancer | 512-245-4725 | ymv23@txstate.edu | |
| 11 | TXST | DAN COSTELLO | 512 820 6575 | cpo32@txstate.edu | |
| 12 | TXST | SCOTT A. ROUSE | 512-245-1890 | SAR16@TXSTATE.EDU | |
| 13 | Texas State | Pascuala Rogue | 512-245-2202 | PR16@txstate.edu | |
| 14 | | | | | |
| 15 | | | | | |
| 16 | | | | | |
| 17 | | | | | |
| 18 | | | | | |
| 19 | | | | | |
| 20 | | | | | |



Providing the Absolute Best Construction Experience

Cami Alling

BUSINESS DEVELOPMENT & DIVERSITY OUTREACH COORDINATOR

1111 Smith Road
Austin, Texas 78721

o. 512-719-5251
c. 806-679-9370
e. Cami.Alling@SpawGlass.com

Build Trust | Be Professional | Live Teamwork | Be Passionate | Think Like an Owner

MARTY GARZA
CPC

VICE PRESIDENT, HIGHER EDUCATION
o: (210) 494-1638
c: (210) 596-2191
Marty.Garza@joeris.com

Joeris General Contractors
823 Arion Parkway,
San Antonio, TX 78216
joeris.com



Bob Cervi
CENTRAL TEXAS DIRECTOR

T 737.239.0600
C 405.778.4646

bobcervi
@coreconstruction.com

3000 Polar Ln., #503
Cedar Park, TX 78613
www.coreconstruction.com



Ronnie Sharp
Business Development Manager

Turner Construction Company
3737 Executive Center Drive, #100
Austin, TX 78731
mobile: 512.937.0048
email: rsharp@tcco.com

Building the Future
Turner is an Affirmative Action and
Equal Opportunity Employer
VEVRAA Federal Contractor

www.turnerconstruction.com

AUDREY ORMOND

SENIOR MARKETING COORDINATOR



AUDREYORMOND@BECKGROUP.COM
DIRECT: 512 708 5199 CELL: 713 452 0717

1108 LAVACA STREET, SUITE 520, AUSTIN, TEXAS 78701
THE BECK GROUP 512 997 5000



Sarah R. Norman, ASSOC. DBIA
SENIOR PROJECT MANAGER

T 737.239.0600
C 202.465.6127

sarahnorman
@coreconstruction.com

3000 Polar Ln., #503
Cedar Park, TX 78613
www.coreconstruction.com



ANDREW WHITE
Preconstruction Manager

awhite@r-o.com

200 Concord Plaza Dr. #201
San Antonio, Texas 78216
Main: (210) 598-8400
Cell: (210) 862-8128

TEXAS' PREMIER BUILDER
www.R-O.com



Kourtney Marini

Project Estimator I
mobile: 512.429.0567
direct: 512.991.1177
main: 512.298.4181
kmarini@kitchell.com

9020 N. Capital of Texas Hwy.
Bldg. 1, Suite 180
Austin, TX 78759



Haley Terrill
Business Development Manager
haley.terrill@flintco.com

(512) 822-7379 direct
(512) 565-0927 cell

Flintco, LLC
317 Grace Lane, Suite 150
Austin, TX 78746
(512) 891-7224 office

in