

**REQUEST FOR QUALIFICATIONS &
PROPOSALS**

**FOR
CONSTRUCTION MANAGER-AT-RISK**

**FOR
LAMAR STATE COLLEGE-PORT ARTHUR
PORT ARTHUR, TEXAS**

**MADISON MONROE EDUCATIONAL
BUILDING RENOVATION**

RFQ No.:

758-24-04019

Submission Date:

January 18, 2024 – 2:00 p.m. (C.S.T.)

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**REQUEST FOR QUALIFICATIONS AND PROPOSALS
FOR
CONSTRUCTION MANAGER-AT-RISK
LAMAR STATE COLLEGE-PORT ARTHUR
PORT ARTHUR, TEXAS
MADISON MONROE EDUCATIONAL BUILDING RENOVATION
RFQ NO.: 758-24-04019**

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The Texas State University System (“Owner”) on behalf of **Lamar State College-Port Arthur** (“Member Institution” or “Member”), is soliciting Statements of Qualifications (“Qualifications”) and Pricing and Delivery Proposals (“Proposals”) for the selection of a Construction Manager-at-Risk firm for the **Madison Monroe Educational Building Renovation** (“Project”), on the Lamar State College-Port Arthur, Port Arthur, 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 and Proposals in response to this solicitation are hereinafter referred to as “Respondents”). **The Owner requires that the Qualifications, Proposals 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 stage the Owner will take in a one-step process for selecting a CMR for the Project as provided by *Texas Education Code* §51.782(e). This Request for Qualifications/Proposals (“RFQ/P”) solicitation package provides the information necessary to prepare and submit Qualifications for consideration and initial ranking by the Owner. During this first stage 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 stage of the process, Owner will open and evaluate the Proposals submitted in accordance with Section 4 of this RFQ/P. 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/P 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 2022 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/P documents shall be communicated in writing to the Owner for interpretation. Any responses to inquiries, clarifications or interpretations of this RFQ/P 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/P. 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 SYSTEMS – 758" AND THE RFQ NUMBER PROVIDED IN THIS RFQ.

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

1.5.1 The Qualifications, Proposal and 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, and 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 Qualifications, Proposals, and HCL at the time and location described below.

January 18, 2024 – 2:00 p.m. (C.S.T.)

Reed Richard, Director of Physical Plant
Lamar State College Port Arthur
1848 Procter St – Physical Plant
Port Arthur, Texas 77640

1.5.3 Submit **five (5)** identical hard copies of the Qualifications. An original signature must be included on the Respondent's "Execution of Offer" document submitted with each copy.

This is the response to Section 3 of the RFQ/P (see Section 3.10). Include **one (1)** digital versions of the signed Qualifications documents on individual USB/flash drives in Adobe Acrobat PDF format. The individual USB/flash drives containing the Qualifications must be submitted with the hard copies in a separate, sealed package. **Do not include the Proposal information or HCL with the Qualifications.**

- 1.5.4 Provide **two (2)** identical hard copies of the Proposal as identified in Section 4.3.2. An original signature must be included on each hard copy of the “Pricing and Delivery Proposal” document (Section 4.4). Include **one (1)** digital versions of the signed Pricing and Delivery Proposal documents on individual USB/flash drives in Adobe Acrobat PDF format. The individual USB/flash drives containing the Pricing and Delivery Proposal must be submitted with the hard copies in a separate, sealed package. **The Proposal must be submitted in a separate, sealed package different from the Qualifications package and from the HCL.**
- 1.5.5 Submit **one (1)** original and **one (1)** identical hard copy of the HCL as a separate package to both the Qualifications and the Proposal packages as described in Section 1.13. Include **one (1)** digital version of the HCL on an individual USB/flash drive in Adobe Acrobat PDF format. The individual USB/flash drives containing the HCL must be submitted with the hard copies in a separate, sealed package. **The HCL must be submitted in a separate, sealed package different from the Qualifications package and from the Proposal.**
- 1.5.6 Qualifications, Proposals, and HCL 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/P submittal location identified above.
- 1.5.7 The Owner will not acknowledge or receive Qualifications, Proposals or HCL that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.8 Properly submitted Qualifications, Proposals, 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 Qualification, Proposal, and HCL. The packages must clearly identify the contents, the submittal deadline, the RFQ/P title, and number, and include the name and email address of the Respondent’s contact person. The Qualifications, Proposal, 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 Article 1.5.2.
- 1.5.11 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.
- 1.5.12 After the evaluation and ranking of the Qualifications, Proposals will be opened and read aloud at the time, date and location noted below:

February 8, 2023 – 2:00 p.m. (C.S.T.)

The Texas State University System

O. Henry Hall

601 Colorado Street- 1st Floor Conference Room

Austin, Texas 78701

https://en.parkopedia.com/parking/locations/503%20Colorado%20St_9v6kpy0g6p/?arriving=201807121300&leaving=201807121500

- 1.6 **POINT-OF-CONTACT:** The Owner designates the following person as its representative and Point-of-Contact for this RFQ/P. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFQ/P, including questions regarding terms and conditions, **in writing to the Point-of-Contact person, via email only.**

Reed Richard, Director of Physical Plant

Email: richardrj@lamarpa.edu

- 1.7 **EVALUATION OF QUALIFICATIONS AND PROPOSAL:** The evaluation of the Qualifications and Proposals shall be based on the requirements described in this RFQ/P. All properly submitted Qualifications, Proposals and HCL will be reviewed, evaluated, and ranked by a Selection Committee appointed by the President of **Lamar State College-Port Arthur**, or their designee. Typically, that committee will include both future users of the facilities developed by the Project and facilities professionals, as well as representation from The Texas State University System Administration. The top five (5) or fewer ranked Respondents may be selected by the Owner for further consideration by participating in an interview wherein Qualifications will be presented and examined in further detail and where questions will be posed by the Selection Committee and answered by the Respondent.

- 1.7.1 Qualifications packages shall not include any information regarding Respondent's fees, pricing, or other compensation. Such information shall be kept separate from the Qualifications and should be submitted as a separate Proposal package according to this RFQ/P.

- 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/P and no such representation is intended or should be construed by the issuance of this RFQ/P.

- 1.9 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications, Proposal, and HCL in response to this RFQ/P, Respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner. The results of this most qualified determination will be combined with the Proposal evaluation results to determine the best value proposition for 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/P process shall be at the sole risk and

responsibility of the Respondent. Respondents submit Qualifications, Proposals, and HCL at their own risk and expense.

- 1.11 **MANDATORY PRE-SUBMITTAL CONFERENCE:** A mandatory pre-submittal conference will be held at the time and location described below.

January 4, 2024 – 2:00 p.m. (C.S.T)

Lamar State College-Port Arthur
1501 Lakeshore Drive
Ruby Fuller Building, 2nd Floor
Port Arthur, Texas 77640

A campus map with parking location is attached as Attachment 4.

- Questions regarding the Pre-Submittal Conference may be directed to Reed Richard at: richardrj@lamarpa.edu
- A guided tour of the building site will be included as 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, Proposal and HCL.

- 1.13 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of the Owner and each of its member 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/P submission. The HSP will be required by the selected team only. Submit a Letter of HUB Commitment to describe how your firm 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 A sample HUB Commitment Letter is attached to this solicitation.

1.13.3 Submit one (1) original, one (1) copy, and one (1) electronic copy of the HUB Commitment Letter **in a separate sealed package apart from the submittal of Qualifications and apart from the Proposal**, as stated in Paragraph 1.5.5 of this RFQ/P.

- 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 2022 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 Article 1.3 of this RFQ/P. 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 Jefferson 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*, Contractor and its subcontractors, officers, and employees who are provided credentials granting access to Member's computer system also known as Member's information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Member. 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 Member 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 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION: Pursuant to Chapter 2274, *Texas Government Code*, Respondent verifies that (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.
- 1.25 ENERGY COMPANY BOYCOTTS: Pursuant to Chapter 2274, *Texas Government Code*, Respondent certifies that it (i) does not boycott energy companies as defined in Section 809.001 (1)(a) *Texas Government Code* (i.e., fossil fuel companies); and (ii) will not boycott energy companies during the term of the Agreement.
- 1.26 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 this Agreement for cause.
- 1.27 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: John W. Gates of New York City, one of the founders of Texaco, established Port Arthur Business College in 1909, to train people for the petrochemical industry, then in its infancy. The college became Port Arthur Collegiate Institute in 1911, when the school

was presented to the Board of Education of the Methodist Episcopal Church North, a forerunner of the present United Methodist Temple. The church operated the growing campus until 1918, when it was turned over to a non-profit Texas corporation. This corporation had no capital stock and was overseen by a self-perpetuating board of trustees. The name of the school was changed back to Port Arthur Business College and finally, in 1932, to Port Arthur College.

On July 31, 1974, another milestone in the school's history was reached. W. Sam Monroe, then President of Port Arthur College and a Lamar University regent, presented his fellow members of the Lamar board a resolution seeking merger of Port Arthur College into Lamar University. The 21 trustees of the school agreed that the merger would be in the best interests of both institutions and their constituencies.

The 64th Legislature of the State of Texas authorized the merger and appropriated \$600,000 for creation of the Lamar University Center at Port Arthur. On Aug. 21, 1975, the trustees presented the deed for Port Arthur College to the Lamar University Board of Regents. Classes began on the Port Arthur campus on Aug. 28, 1975. Since the merger in 1975, enrollment increased from 151 students to a peak of more than 3,000 and the curriculum has been expanded to more than 50 areas of study. House Bill 1297 was signed into law in June 1999, changing the name of the institution to Lamar State College-Port Arthur.

2.2 **MISSION STATEMENT:** Lamar State College-Port Arthur provides learning experiences that prepare students to continue their education or enter the workforce.

2.3 **PROJECT DESCRIPTION, SCOPE, AND BUDGET:** The Madison Monroe Educational Building Renovation project will consist of architectural, HVAC, electrical, plumbing, and IT system replacements throughout the building to meet current building standards. The building envelope will be improved with a new energy efficient roofing system to meet the Texas Energy requirements, and windows replaced with new insulated glazing units. As part of the work, asbestos and lead materials found in conflict with the renovation work will be abated. The life safety systems will be brought up to code and a new fire sprinkler system will be installed. Full architectural classroom and office renovations and reconfigurations are also included.

The total Construction Cost Limitation for the project is \$13,500,000.

2.4 **PROJECT INFORMATION:** A Scope of Work Statement, demolition scope, and renovation scope drawings are provided as Exhibit A on the ESBD web page.

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

2.5.1	Owner publishes RFQ/P for CMR Services	12/07/2023
2.5.2	Mandatory Pre-Submittal Conference (2:00 p.m.).....	01/04/2024
2.5.3	RFQ/P submittal of questions deadline (12:00 p.m.).....	01/09/2024
2.5.4	Deadline for submittal of Qualifications, Proposal and HCL (2:00 p.m.).....	01/18/2024
2.5.5	Respondents name read aloud at Member’s Office	01/18/2024
2.5.6	Proposals read aloud at Owner’s Office	02/08/2024
2.5.7	Interview of shortlisted Respondent (if required).....	02/15/2024
2.5.8	Owner selects CMR	02/16/2024
2.5.9	Execute CMR Agreement.....	03/01/2024
2.5.10	Notice to Proceed for Pre-Construction Services	03/04/2024
2.5.11	Board of Regents approval of Design Development Submittal	05/17/2024
2.5.12	Owner approves Guaranteed Maximum Price Proposal	05/31/2024

2.5.13	Notice to Proceed for Construction Phase issued	06/03/2024
2.5.14	Owner accepts Substantial Completion of Construction	07/01/2025
2.5.15	A/E completes Construction Documents	07/02/2024
2.5.16	Occupancy	08/01/2025
2.5.17	Final Completion	08/01/2025

The schedule of events presented above represents 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 Contract that will be signed. 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 5. Incomplete Qualifications will be considered non-responsive and subject to rejection. Qualifications shall constitute up to Fifty Percent (50%) of the total Respondent evaluation score.

3.1 **CRITERION ONE: RESPONDENT’S ABILITY TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES:** (Criterion Weight: 5%)

- 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 **Thirteen Million Five Hundred Thousand Dollars (\$13,500,000)**. Bonding requirements are set forth in Article 17 of the Agreement and the 2022 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 CMR 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, and 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: 20%)

- 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 reserves the right to contact any other references at any time during the RFQ/P process.

3.3.3 Has Proposer worked with The System or one of the Member Institutions in the past five (5) years? If “yes,” state The System contact (or Member Institution name, department name, and department contact) and provide a brief description of work performed.

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/P, 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/P, 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/P, 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/P, 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/P.
- 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/P, 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/P, 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 replacement solutions in similar structures.
- 3.7.5 Describe the Respondent's experience with renovation/expansion projects in occupied facilities.

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/P, 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/P is a solicitation for Qualifications and Proposal and is not a contract or an offer to contract; (2) the submission of Qualifications and Proposal by Respondent in response to this RFQ/P 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/P; 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/P.

- 3.10.2 By signature hereon, Respondent offers and agrees to furnish to the Owner products and/or services more particularly described in it Qualifications and to comply with all terms and conditions and requirements set forth in the RFQ/P 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 and Proposal.
- 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/P;
 - 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/P;
 - 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/P 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 Contract; and
 - 3.10.6.6 All statements, information and representations prepared and submitted in response to this RFQ/P 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/P 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 member, or Respondent has not been an employee of Owner or any member within the immediate twelve (12) months prior to Respondent's RFQ/P 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/P. (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/P 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 Member's computer system also known as Member's information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Member. 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.
- 3.10.16 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 member 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]

3.10.22 Execution of Offer: RFQ/P No. 758-24-04019 – RFQ/P for Construction Manager-At-Risk for Madison Monroe Educational Building Renovation at Lamar State College-Port Arthur.

The Respondent must complete, sign, and return this Execution of Offer as part of their Qualifications 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 Company Name: _____

Respondent’s State of Texas Tax Account No.: _____
(This 11digit 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 for RFQ/P Notification)

Respondent acknowledges receipt of the following Addenda:

No. 1 _____; No. 2 _____; No. 3 _____; No. 4 _____; No. 5 _____; No. 6 _____; No. 7 _____

END OF QUALIFICATIONS PACKAGE. SUBMIT THE ABOVE SEPARATELY FROM THE HUB COMMITMENT LETTER, ELECTRONIC MEDIA AND THE PRICING AND DELIVERY PROPOSAL IN A SEALED PACKAGE

SECTION 4 – PRICING AND DELIVERY PROPOSAL

- 4.1 **GENERAL INFORMATION:** This Proposal is the second stage in a one-step process for selecting a CMR for the Project as provided by *Texas Education Code* §51.782(e). Unlike other solicitations of this type, in this solicitation **Owner requires that the Proposal package accompany the Qualifications package, and HUB Commitment Letter (“HCL”), but the three documents shall be submitted in separate, sealed packaging and delivered at the same time.** Include the name and email address of the Respondent’s contact person on all envelopes. Mark the exterior of all envelopes to identify whether the Proposal, Qualifications, or HCL are contained therein. The Owner may conduct interviews with up to five (5) of the most qualified Respondents in order to finalize the best value rankings; however, Owner also reserves the right to select the best value Respondent without interviews. Observe the following guidelines:
- 4.1.1 Submit identical copies of the Proposal as described in Section 1.5.4.
 - 4.1.2 Proposals received after the deadline will be returned to the Respondent unopened.
 - 4.1.3 The Owner will not acknowledge or receive Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
 - 4.1.4 Properly submitted Proposals will not be returned to Respondents.
 - 4.1.5 Proposal materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact person; the package must clearly identify the submittal deadline, the RFQ/P number, and the name and return address of the Respondent.
 - 4.1.6 Properly submitted Proposals will be opened publicly and the names of the Respondents and pricing information will be read aloud at the time, date and location identified in Section 1.5.12 of this RFQ/P.
- 4.2 **EVALUATION OF PROPOSAL:** The evaluation of the Proposal shall be based on the Respondent’s actual Pre-Construction Phase Fee, Construction Phase Fee, General Conditions Costs and other requirements as described in this RFQ/P. The Proposal shall constitute up to Fifty Percent (50%) of the total Respondent evaluation score.
- 4.3 **REQUIREMENTS FOR PROPOSAL:** Respondents shall carefully read the information contained in the following criteria and submit a complete response. Incomplete responses will be considered non-responsive.
- 4.3.1 **CRITERION ONE: RESPONDENT’S SAFETY MANAGEMENT PROGRAM FOR THIS PROJECT:**
- 4.3.1.1 Identify (in separate figures) the percentage of the Construction Cost that is to be included in the Project General Conditions for each of the following pieces of the project safety program:
 - on-site safety education & training
 - personal protective equipment, signage, and hardware
 - first aid and emergency response equipment
 - safety incentives and recognition
 - contingency for post incident drug testing and incident management costs
 - miscellaneous other safety-related expenses (NOTE: DO NOT LIST items that will appear elsewhere in the Project’s General Conditions; office equipment, salaries, etc.)
- 4.3.2 **CRITERION TWO: RESPONDENT’S PRICING AND DELIVERY PROPOSAL:**
Complete the attached “Pricing and Delivery Proposal” form.

4.4 RESPONDENT’S PRICING AND DELIVERY PROPOSAL

Proposal of: _____
 (Respondent’s Company Name)

To: Brian McCall, Ph.D.
 Chancellor
 Texas State University System
 Austin, Texas

Project Name: **RFQ/P for Construction Manager-At-Risk for Madison Monroe Educational Building Renovation at Lamar State College-Port Arthur**

RFQ/P No.: **758-24-04019**

Having carefully examined all the requirements of this RFQ/P, the proposed form of Contract, and any attachments to them, the undersigned proposes to furnish Construction Manager-At-Risk services as required for this Project on the following terms:

4.4.1 ESTABLISHMENT OF THE CONSTRUCTION MANAGER’S BUDGET LIMITATION: The Owner has established a Construction Cost Limitation (CCL) amount for the project of **\$13,500,000** which includes a construction manager contingency commensurate with the current stage of project development (project programmed, but design not started). This is the Owner’s current target for the Guaranteed Maximum Price (“GMP”) for the project.

4.4.2 RESPONDENT’S PRE-CONSTRUCTION PHASE FEE: The Respondent shall identify a Pre-Construction Phase Fee, pursuant to Article 6 of the Contract.

\$ _____

4.4.3 RESPONDENT’S CONSTRUCTION PHASE FEE: Using the Anticipated GMP identified above, the Respondent shall identify a Construction Phase Fee percentage, pursuant to Article 14 of the Agreement:

Respondent’s Proposed Construction Phase Fee **Percentage**: _____ %

Respondent’s Equivalent Estimated Construction Phase Fee **Amount** (*percentage times the anticipated GMP above*): \$ _____

In the event of a discrepancy between the Percentage and Amount stated above, the “Amount” value will control.

4.4.4 RESPONDENT’S NOT-TO-EXCEED GENERAL CONDITIONS COSTS: Using the Project Planning Schedule, the Respondent shall identify a General Conditions not-to-exceed percentage amount as defined by Article 13 and Exhibit C of the Agreement and the Owner’s Uniform General Conditions for Construction Contracts.

Respondent's Proposed General Conditions **Percentage:** _____ %

Respondent's Equivalent Estimated General Conditions **Amount** (percentage times the anticipated GMP above): \$ _____

In the event of a discrepancy between the Percentage and Amount stated above, the "Amount" value will control.

4.4.4.1 Additional fees or services required by any business policies adopted by a Respondent that are not specifically identified in Attachment 1 (attached) shall be included in the fee proposed in Article 4.3.2.3.

4.4.5 **Total Construction Duration** (Notice to Proceed for Construction, 06/03/2024, to Substantial Completion, 07/01/2025): **13 Months.**

4.4.6 **LIQUIDATED DAMAGES:** Liquidated Damages as defined by the Contract are set at: Seven Hundred Fifty Dollars (\$750) per calendar day.

4.4.7 Using the not-to-exceed General Conditions costs identified above, the Respondent shall identify all project management, bonds, insurance, field office and office supply costs for the Project as listed below:

Allowable General Condition Line Item Category		Estimated Total Cost	
Full/Part Time On-Site Project Management Staff	subtotal		
Bonds and Insurance	subtotal		\$
Temporary Project Utilities	subtotal		\$
Field Offices & Office Supplies	subtotal		\$
Estimated On-Site Project Management Staff and Rates			
Position	Quantity	Months	Monthly Salary Rate
Project Manager(s)			\$
Assistant Project Manager(s)			\$
Superintendent(s)			\$
Assistant Superintendent(s)			\$
Safety Coordinator/Assistant(s)			\$
Project Expeditor(s)			\$
Project/Office/Field Engineer(s)			\$
Project Support Staff			\$
Project Executive			\$
Commissioning Coordinator			\$
CPM Scheduler			\$
Quality Control Manager(s)			\$
Cost Estimator(s)/Change/Data Mgmt.			\$
BIM Coordinator(s)/Technician(s)			\$
Project IT Support			\$
TOTAL:			\$

*WHEN THE DESIGNATED POSITION IS UTILIZED LESS THAN FULL TIME FOR THE PROJECT, THE QUANTITY SHALL BE REFLECTED AS A PERCENTAGE OF THE POSITION'S TIME ON THE PROJECT (I.E. 50% TIME UTILIZATION ON THE PROJECT WOULD REFLECT A QUANTITY OF ONE HALF).

- 4.4.8 AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the Owner as the Respondent with the "best value" Proposal, and to commence services on or before the commencement date stated by the Owner in a Notice to Proceed. The Owner reserves the right to accept or reject any and all Proposals and to waive Proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

Respectfully Submitted and Certified By:

(Respondent's Printed Name)

(Title)

(Authorized Signature)

(Date)

State of Texas Tax Account No. _____

**END OF PROPOSAL PACKAGE.
SUBMIT THE ABOVE SEPARATELY FROM THE HUB COMMITMENT LETTER
AND THE QUALIFICATIONS SUBMITTAL IN A SEALED PACKAGE**

SECTION 5 – FORMAT FOR STATEMENT OF QUALIFICATIONS AND PROPOSAL

5.1 GENERAL INSTRUCTIONS:

- 5.1.1 Qualifications and proposal shall be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ/P. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 5.1.2 Qualifications and Proposal shall each be a maximum of fifty (50) printed pages (25 sheets printed double-sided or 50 sheets single-sided). The cover, table of contents, divider sheets, HCL (Section 1.13), and Execution of Offer do not count as printed pages.
- 5.1.3 Respondents shall carefully read the information contained in this RFQ/P and submit a complete response to all requirements and questions as directed. Incomplete Qualifications, Proposal and/or HCL will be considered non-responsive and subject to rejection.
- 5.1.4 Qualifications, Proposal and/or HCL and any other information submitted by Respondents in response to this RFQ/P shall become the property of the Owner.
- 5.1.5 Qualifications, Proposal and/or HCL that are qualified with conditional clauses, alterations, and/or items not called for in the RFQ/P documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 5.1.6 The Owner makes no representations of any kind that an award will be made as a result of this RFQ/P. The Owner reserves the right to accept or reject any or all Qualifications, Proposals, and/or HCLs, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ/P when deemed to be in Owner's best interest.
- 5.1.7 Qualifications shall consist of responses to questions identified in Section 3 of the RFQ/P. The Proposal shall consist of responses to questions identified in Section 4 of the RFQ/P. It is not necessary to repeat the question in Sections 3 and 4; however, it is essential to reference the question numbers with the corresponding response.
- 5.1.8 Failure to comply with all requirements contained in this RFQ/P may result in the rejection of the Qualifications, Proposal, and/or HCL.

5.2 PAGE SIZE, BINDING, DIVIDERS AND TABS:

- 5.2.1 Qualifications, Proposal and HCL 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.
- 5.2.2 Additional attachments shall not be included with the Qualifications, Proposal or HCL. Only the responses provided by the Respondent to the questions identified in Sections 3 and 4 of this RFQ/P will be used by the Owner for evaluation.
- 5.2.3 Separate and identify each criterion response to Sections 3 and 4 of this RFQ/P by use of a divider sheet with an integral tab for ready reference.

- 5.3 TABLE OF CONTENTS: Submittals shall include a “Table of Contents” with page numbers for each page of each submittal (Qualifications and Proposal).
- 5.4 PAGINATION: Number all pages of the submittal sequentially using Arabic numbers (1, 2, 3, etc.)
- 5.5 SUBMISSION PACKAGING: The Owner is requiring that the Qualifications, Proposal and HUB Commitment Letter (HCL) be submitted at the same time, but in separate, sealed packages.

- **END OF REQUEST FOR QUALIFICATIONS / PROPOSALS** -

ATTACHMENT 1

EXHIBIT “C”

ALLOWABLE GENERAL CONDITIONS LINE ITEMS*

These costs are not allowed in the Cost of the Work category. Not all items are needed for all projects.

Full Time On-Site Project Management Staff	Full/Part Time On-Site Management Staff
Project Manager(s)	Project Executive
Assistant Project Manager(s)	Commissioning Coordinator
Superintendent(s)	CPM Scheduler
Assistant Superintendent(s)	Quality Control Manager(s)
Safety Coordinator/Assistant(s)	Cost Estimator(s) / Change / Data Mgmt.
Project Expeditor(s)	BIM Coordinator(s) / Technician(s)
Project / Office / Field Engineer(s)	Project IT Support
Project Support Staff	Out-of-State Project Specific Travel**
Bonds and Insurance	
Builder’s Risk Insurance	
General Liability Insurance	
Payment and Performance Bonds	
Other Project Insurance as Required by Contract	
Temporary Project Utilities & Site Conditions	
Dumpsters, Trash Chutes	Project Water, Ice & Hydration Supplements
Project Electricity	Temporary Toilets
Temporary Fencing and Covered Walkways	Temporary Fire Protection
Street Rental and Barricades	Telephone / Internet System Installation
Traffic Control Measures & Maintenance	Temporary Lighting
Finished Surfaces Protection, Daily Construction Cleanup, & Debris Removal (not final cleaning)	
Site Erosion Control (BMP) and Project Entrance(s) / Truck Washes	
Monthly Hardwire Telephones / Internet Services (Field Office(s) only)	
Temporary Water Distribution and Meters (Field Office(s) only)	
Temporary Electrical Distribution and Meters (Field Office(s) only)	
Field Offices & Office Supplies	
Partnering Costs	First Aid Supplies
Job Photos/Videos	Reproduction Services
Project Specific Signage	Monthly Office Supplies
Postage/Special Shipping	Remote Parking Expenses
Project/As-Built (Record) Drawings	Project Reference Manuals
Project Milestone Event(s)**	Security System/Watchman
Move-In/Out and Office Setup	Safety Material and Equipment
Employee Identification System	Drinking Water and Accessories (including Ice)
Small Tools and Storage Trailers	Office Clean-Up/Janitorial Services
Monthly Office Trailer Rental Costs	Field Engineering
Mobilization and Demobilization (Equipment Only)	

* Final determination of appropriate staffing and project support expenses shall be made with Owner’s approval and established in the GMP.

** Specific justification and all estimated costs shall be submitted and approved by the Owner prior to any travel or event.

ATTACHMENT 2

**EXHIBIT F
CM'S PERSONNEL AND MONTHLY SALARY RATES**

Project No. & Name: 758-24-04019 - Madison Monroe Educational Building Renovation at Lamar State College-Port Arthur

The following Monthly Salary Rate (MSR) shall identify the estimated billable rate prior to execution of the Contract, and shall be confirmed during the Guaranteed Maximum Price Proposal phase for use throughout Construction Phase Services on the Standard Schedule of Values Format for all salaried General Conditions type personnel pursuant to the Contract. The MSR shall include the employee's estimated monthly direct salary expense (including possible future salary increases), plus any employer payroll taxes and/or fringe benefit contributions as identified below. Any additional employer contributions not identified below shall be included in the Construction Phase Fee pursuant to Article 15 of the Contract.

Employee		Estimated Employer's Monthly Contributions						Monthly Salary Rate
Name and Title	Estimated Monthly Direct Salary Expense	Federal & State Unemployment (Less than 1%)	Social Security & Medicare (Less than 7.65%)	Worker's Compensation	Health & Insurance	Pension / 401(k)	Vacation / Holiday	
1.	\$	\$	\$	\$	\$	\$	\$	\$
2.	\$	\$	\$	\$	\$	\$	\$	\$
3.	\$	\$	\$	\$	\$	\$	\$	\$
4.	\$	\$	\$	\$	\$	\$	\$	\$
5.	\$	\$	\$	\$	\$	\$	\$	\$
6.	\$	\$	\$	\$	\$	\$	\$	\$
7.	\$	\$	\$	\$	\$	\$	\$	\$
8.	\$	\$	\$	\$	\$	\$	\$	\$
9.	\$	\$	\$	\$	\$	\$	\$	\$
10.	\$	\$	\$	\$	\$	\$	\$	\$
11.	\$	\$	\$	\$	\$	\$	\$	\$
12.	\$	\$	\$	\$	\$	\$	\$	\$

CM shall certify, to the best of his knowledge, that the above referenced salary information is accurate.

CM signature: _____ (same individual who signs contract)

Attachment 3

With your RFQ/P submit, a Letter of HUB Commitment, see sample letter below, and include how your firm will participate and demonstrate a good faith effort in achieving the College'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/P for Construction Manager-At-Risk

Date

Reed Richard, Director of Physical Plant
Lamar State College Port Arthur
1848 Procter St – Physical Plant
Port Arthur, Texas 77640

Re: Historically Underutilized Business Plan for Madison Monroe Educational Building Renovation
for Lamar State College-Port Arthur, Port Arthur, Texas
Project Number 758-24-04019

Dear Mr. Richard:

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 College’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



Pre-Submittal Conference
Campus Map



CAMPUS FACILITIES

- 1. Madison Monroe Building (MMED)
- 2. Student Center (SC)
- 3. Faculty Offices / Bookstore (FOB)
- 3. Ruby Fuller Building (RF)
- 5. Gates Memorial Library
- 6. Cosmetology Annex (COSA)
- 7. Cosmetology Center (COS)
- 8. Allied Health Annex (AHA)
- 9. Business Office
- 10. Educational Building II (EDUC2)
- 11. Educational Building (EDUC)
- 12. Motiva Training Unit
- 13. Workforce Training Building
- 14. Allied Health Building (AH)
- 15. Vuylsteke Home
- 16. Physical Plant Office/Supply Center
- 17. Music Hall (MUS)
- 18. Woodrow Wilson Early College HS
- 19. Armory/Welding Building (AMRY)
- 20. Bandstand
- 21. Student Success Center (SSC)
- 22. Small Business Development Center
- 23. Physical Plant Garage
- 24. Carl A. Parker Multipurpose Center
- 25. Faculty Office Pavilion (FOP)
- 26. Performing Arts Center (PAC)
- 27. Stillwell Plaza
- 28. Martin Field Softball Field
- 29. Seahawk Landing
- 30. Sheila McCarthy Umphrey Industrial Technology Center (UITC)

PARKING

- P STUDENTS
- P EMPLOYEES
- P VISITORS



© Map by Euroka Cartography, Berkeley, CA

Addendum No. 1

Issued January 9, 2024

REQUEST FOR QUALIFICATIONS & PROPOSALS

FOR CONSTRUCTION MANAGER-AT-RISK

FOR LAMAR STATE COLLEGE-PORT ARTHUR PORT ARTHUR, TEXAS

MADISON MONROE EDUCATIONAL BUILDING RENOVATION

RFQ/P No.:

758-24-04019

Notice To All Respondents:

The following is Addendum No. 1 to the Request for Qualifications & Proposals (RFQ/P)
ESBD Posting No. 758-24-04019 was posted on December 7, 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 mandatory Pre-Submittal Conference was held on January 4, 2024, at the Ruby Fuller Building location on the Lamar State College-Port Arthur (LSCPA) campus. The Attendance Sign-In Sheets are included as part of this Addendum along with the following questions and answers presented in response to this solicitation:

1. **Question:** What is the scoring breakdown between qualifications and proposals?
Answer: Per Section 3 of the RFQ/P, “Qualifications shall constitute up to Fifty Percent (50%) of the total Respondent evaluation score.” Per Paragraph 4.2 of the RFQ/P, “The Proposal shall constitute up to Fifty Percent (50%) of the total Respondent evaluation score”.
2. **Question:** Is Builder’s Risk by Owner?
Answer: Per paragraph 1.18 of the RFQ/P, “The Owner intends to provide Builders Risk insurance coverage for this Project.”
3. **Question:** What stage of design is the project currently in?
Answer: The project is currently in the Design Development (DD) stage. The DD submittal is slated to be presented at the May 2024 Board of Regents meeting per the schedule attached in the RFQ/P.
4. **Question:** How much of the surrounding site is available for contractor use (laydown/storage/etc.)?
Answer: There is an open grassy area at the exterior entrance of the building that can be utilized by the contractor. Note that the campus will remain open during construction.
5. **Question:** Will the parking lot near the Wilson building be accessible to the Contractor?
Answer: The parking lot near the Wilson building is not owned by LSCPA. The construction manager would need to make arrangements with the parking lot’s owner, independent of this project, to utilize this space.
6. **Question:** Will the building be vacant at construction start or is relocation by CMR?
Answer: The building will be vacant by the time the Notice to Proceed for construction is issued. Relocation of building contents will be by LSCPA. Note, however, that the IT server room on the first floor must remain in operation throughout construction and must be protected from construction activities.
7. **Question:** Does Ruby Fuller share the same generator as Madison Monroe?
Answer: Ruby Fuller is on a different generator than the Madison Monroe Educational Building.
8. **Question:** Is the DX unit that is located at the exterior of the building for the IT server room?
Answer: Yes, this DX unit serves as the supplemental unit for the IT server room, with the main unit located on the roof.
9. **Question:** Is storage of building contents by Owner?
Answer: Storage of building contents will be by LSCPA.

Attachments:

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

- END OF ADDENDUM NO. 1 -



Madison Monroe Renovation

Mandatory Pre-Submittal Conference for CMR

SIGN IN SHEET

Thursday, January 4th, 2024, 2-3PM

Ruby Fuller Conference Room

Name	Firm	Phone	Email
TOM DEARBORN Reed	PDG ARCHITECTS	713-629-6100	TDEARBORN@PDGARCHITECTS.COM
Richard	LSCPA	409 984 6250	richard.rj@LamarPA.edu
Allie Cambone	Hill	832 841 6364	alliecambone@hillintl.com
Marcus Sawyer	Hill	281-714-5825	marcussawyer@Hillintl.com
HEATHER OBERST	HILL	832-457-0555	HEATHEROBERST@HILLINTL.COM
Brian Brown	OSC	281-839-8383	bbrown@odonnellsnorris.com
Brandon Meyers	OSC	291-960-5145	bmeyers@odonnellsnyder.com
Bruce Reyes	CMOST	409-736-9010	breyes@cmosetx.com
Nikki McDonald	G&G Enterprises	409-779-7819	n.mcdonald@gandgenterprises.com
Jerry Vandervoort	G&G Enterprises	832-473-0693	jerryv@gandgenterprises.com
Charlie Jabbia	N&T CONST.	409-749-9845	cjabbia@nandtconstruction.com
Matt Ueding	SETEX	409 782 4000	mattu@setexconstruction.com

Addendum No. 2

Issued January 9, 2024

REQUEST FOR QUALIFICATIONS & PROPOSALS

FOR CONSTRUCTION MANAGER-AT-RISK

FOR LAMAR STATE COLLEGE-PORT ARTHUR PORT ARTHUR, TEXAS

MADISON MONROE EDUCATIONAL BUILDING RENOVATION

RFQ/P No.:

758-24-04019

Notice To All Respondents:

The following is Addendum No. 2 to the Request for Qualifications & Proposals (RFQ/P)
Addendum No. 1 was posted January 9, 2024
ESBD Posting No. 758-24-04019 was posted on December 7, 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. Below is the final question with answer as of January 9, 2024, 12:00 p.m.:

- 1.** **Question:** Will the utility cost (electricity, water, etc.) during construction be paid for by the General Contractor or by LSCPA as it is an existing building and independent metering may not be possible?
Answer: All the utilities currently serving the Madison Monroe Educational Building will be paid by the owner due to the separate submetering challenges that are being raised. Utilities serving a job site trailer or other temporary facilities provided by the CM will be the CM's responsibility, but paid out of the General Conditions Fee, per Exhibit C of the template CMR Agreement.

- END OF ADDENDUM NO. 2 -