

**REQUEST FOR QUALIFICATIONS
FOR
DESIGN-BUILD SERVICES

FOR
THE TEXAS STATE UNIVERSITY SYSTEM
AUSTIN, TEXAS**

**FIELD RESEARCH STATION
TERLINGUA, TEXAS**

RFQ No.:

758-23-00085

Submission Date:

August 23, 2023 – 2:00 p.m. (C.D.T.)

Prepared By:

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The Texas State University System
601 Colorado Street
Austin, TX 78701-2904
512-463-1808

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SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The Texas State University System (“Owner”) is soliciting Statements of Qualifications (“Qualifications”) for selection of a Design/Build firm for the **Field Research Station** project (“Project”), on the Owner’s property in Terlingua, Texas. This solicitation sets forth the terms, conditions, and requirements for prospective Design/Build firms to be considered for this work. (Prospective Design/Build firms are hereinafter referred to as “Respondents”).
- 1.1.1 This Request for Qualifications (“RFQ”) is the first phase in a two-phase process for selecting a Design/Build firm for the Project as provided by *Texas Education Code* §51.780. This RFQ provides the information necessary to prepare and submit Qualifications and for the Owner to evaluate each Respondent’s experience, technical competence, capability to perform, the past performance of the Respondent’s team and members of the team, and other appropriate factors submitted in response to the RFQ, except that cost-related or price-related evaluation factors are not permitted through the initial qualification and ranking of the Respondent. Each Respondent must certify to the Owner that each architect and/or engineer that is a member of its team was selected based on demonstrated competence and qualifications in the manner provided by Section 2254.004, *Texas Government Code*. The response to the RFQ will provide all the information necessary for consideration and initial ranking by the Owner. Based on the initial ranking, the Owner may select a short list of up to five (5) of the top ranked Respondents for an interview. Short-listed Respondents may be required to submit additional information in connection with the interview.
- 1.1.2 In phase two, through a Request for Proposals (“RFP”) issued to the short-listed Respondents, the Owner may request additional information regarding each short-listed Respondent’s demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability of the Respondent to meet schedules, costing methodology, and other factors as appropriate. The Owner will not require Respondents to submit detailed architectural or engineering designs as part of the proposal. The Owner shall rank each proposal submitted on the basis of the criteria specified in the RFP. The owner shall select the Design/Build firm that submits the proposal offering the best value for the Component on the basis of the published selection criteria and on its ranking evaluations.
- 1.1.3 As part of phase two, the short-listed Respondents will be required to submit a proposal on the Owner-provided proposal form. The proposal form shall be submitted in a sealed envelope with the RFQ/P number and the Respondent’s name clearly stated on the outside of the envelope. The proposal form will include line items that require each of the following to be stated separately: the Proposed Pre-Construction Phase Fee, the Proposed

Construction Phase Fee, and the Proposed General Conditions costs by line-item category. **All proposed fees and general condition costs shall exclude any and all architectural and engineering fees.**

- 1.1.4 After the evaluation of information provided under phase two, and any subsequent re-ranking of the short-listed Respondents, the Owner shall first attempt to negotiate a contract with the highest ranked Respondent. If the Owner is unable to negotiate a satisfactory contract with the selected Respondent, the Owner shall, formally and in writing, end all negotiations with that Respondent and proceed to negotiate with the next Respondent in the order of the selection ranking until a contract is reached or negotiations with all ranked Respondents end. In the course of negotiating the contract, the Owner shall rely on the fee and cost proposals provided by the Respondent under phase two. Time is of the essence for the Owner in the negotiation of contracts and Respondent shall take all necessary measures to assure that proposals and revisions to proposals are expedited. Failure of the Respondent to be responsive and maintain a satisfactory and expedited negotiating schedule shall form the basis for the Owner to end all negotiations with the Respondent.
- 1.1.5 The Owner has established a Design/Builder's Budget Limitation ("DBBL") amount of Nine Million Two Hundred Thousand Dollars (\$9,200,000) The DBBL includes a Construction Cost Limitation ("CCL") of Eight Million Two Hundred Thousand Dollars (\$8,200,000). The selected Design/Build firm will be expected to present a Guaranteed Maximum Price Amount (including a mutually agreed upon construction contingency) for Owner's approval at the completion of the one hundred percent (100%) Design Development Documents.
- 1.1.6 Following selection of a Design/Build firm, that firm's architects and/or engineers shall complete the design, submitting all design elements for review and determination of scope compliance by the Owner before construction. An architect shall have responsibility for compliance with the requirements of Chapter 1051, *Texas Occupations Code*. An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of Chapter 1001, *Texas Occupations Code*.
- 1.1.7 The successful Respondent will be required to use the Owner's web-based project management software.
- 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 strictly 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 AGREEMENT:** Any agreement resulting from this solicitation will be in the form of the Owner's Standard Design/Build Contractor Agreement ("Agreement"), a copy of which is posted on Owner's website at: <http://www.tsus.edu/offices/finance/capital-projects.html>
 - 1.3.1 The Agreement should be viewed as a draft and is subject to change. The Uniform General Conditions for Construction Contracts referenced in the Agreement may be viewed on the Owner's website at:
<http://www.tsus.edu/offices/finance/capital-projects.html>

1.4 CLARIFICATIONS AND INTERPRETATIONS: Discrepancies, omissions or doubts as to the meaning of RFQ documents shall be communicated in writing to the Owner for interpretation. Any responses to inquiries, clarifications, or interpretations of this RFQ that materially affect or change its requirements will be issued formally by the Owner as a written addendum. All such addenda issued by the Owner before the Qualifications are due become part of the RFQ. Respondents shall acknowledge receipt of and incorporate each addendum in its Qualifications submittal. Respondents shall be required to consider only those clarifications and interpretations that the Owner issues by addenda. Interpretations or clarifications obtained in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Qualifications. It is the responsibility of all Respondents to check the status of formal addenda regularly and eight (8) business days before the submission deadline.

1.4.1 The deadline for the receipt of written questions is stated in Section 2.4.

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

1.5 SUBMISSION OF QUALIFICATIONS:

1.5.1 The Qualifications, including the HUB Subcontracting Plan and HUB Commitment Letter, must be received **at the address specified in Section 1.5.2 prior to the date and time deadline**. Please note that overnight deliveries such as FedEx and UPS arrive at a central campus location and are usually not 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 Qualifications 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 Component.

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

August 23, 2023 – 2:00 p.m. (C.D.T.)

Peter Maass, Director of Capital Projects Administration
The Texas State University System
601 Colorado Street
Austin, Texas 78701

1.5.3 Submit four (4) identical copies of the Qualifications and one (1) digital copy on a USB/flash drive in Adobe Acrobat PDF format. An original signature must be included on the Respondent’s “Execution of Offer” document submitted with each hard copy of the Qualifications.

1.5.4 Submit one (1) original and one (1) copy of the HUB Subcontracting Plan (“HSP”), and one (1) digital copy on a USB/flash drives in Adobe Acrobat PDF format. Also include

- one (1) original HUB Commitment Letter (“HCL”) as separate attachments to the Qualifications as described in Section 1.13.
- 1.5.5 Qualifications received after the stated official deadline in Section 1.5.2 will be returned to the Respondent unopened. The Point-of-Contact identified in Section 1.6 will identify the official time clock at the RFQ submittal location identified above.
- 1.5.6 The Owner will not acknowledge or receive Qualifications that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).
- 1.5.7 Properly submitted Qualifications will not be returned to Respondents.
- 1.5.8 Respondent’s Qualifications materials must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact. Packages must clearly identify the submittal deadline, the RFQ title and number, and include the name, email address, and return address of the Respondent’s contact person. The Qualifications must include the HSP and HCL in a sealed envelope (box or container).
- 1.5.9 Properly submitted Qualifications will be opened publicly and the names of the Respondents will be read aloud immediately after the submissions of Qualifications deadline in Section 1.5.2.
- 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, **via email only**.
- Peter Maass, Director of Capital Projects Administration
The Texas State University System
Email: peter.maass@tsus.edu
- 1.7 **EVALUATION OF QUALIFICATIONS:** The first phase 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 the Owner. The top five (5) or fewer ranked Respondents may be selected by the Owner to participate in phase two of the selection process.
- 1.7.1 First phase qualifications 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 phase two of the selection process but will exclude any and all architectural and engineering fees.
- 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 Qualifications and re-solicit for new Qualifications, or to 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 with any Respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.9 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting its Qualifications in response to this RFQ, Respondent accepts the evaluation process and acknowledges and accepts

that determination of the “most qualified” firm(s) will require subjective judgments by the Owner. Determinations by the evaluation 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 Proposals at their own risk and expense.

1.11 **OPTIONAL AND VIRTUAL PRE-SUBMISSION CONFERENCE:** An optional pre-submission conference will be held on:

August 8, 2023 – 2:00 p.m. (C.D.T.)

The Texas State University System
601 Colorado Street, First Floor Conference Room
Austin, Texas 78701

The optional pre-submission conference can also be accessed virtually through the following link:
<https://www.tsus.edu/offices/finance/virtual-bid-opening.html>

Questions regarding the Pre-Submission Conference may directed to Peter Maass at: peter.maass@tsus.edu

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, HSP and HCL.

1.13 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of the Owner to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (“HUB”) in all contracts. Accordingly, specific plans and representations by Respondents that appear to facilitate the State’s commitment to supporting HUB enterprises are required in the selection process. Failure to submit specific plans and representations regarding HUB utilization, or failure to address the subject at all, will be interpreted by the Selection Committee as an intention not to support the program and will disqualify the Respondent.

1.13.1 A HUB Subcontracting Plan (“HSP”) is required by Respondent as a part of the Qualifications for “Design” architect/engineer services.

1.13.2 The HSP is not required by respondents as part of the Qualifications for the “Build” construction services. The HSP will be required by the selected Respondent, upon bidding of construction services after approval of a Guaranteed Maximum Price proposal. 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.

1.13.3 A sample HCL is attached to this solicitation as Attachment A.

- 1.13.4 Submit one (1) original, one (1) copy, and one (1) disc or thumb drive of the HSP and HCL in a separate sealed envelope apart from the Qualifications as stated in Section 1.5.4 of this RFQ.
- 1.13.5 The HSP information may be downloaded from the Texas State Comptroller's website at the following URL link: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>
- 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, Texas 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 **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.
- 1.18 **STATE REGISTRATION OF ARCHITECTURE FIRMS:** Respondents are advised that the Texas Board of Architectural Examiners requires that any firm or business entity providing architectural services to the public, other than a sole proprietor doing business under his/her name, must annually register information regarding the firm or business entity with the Texas Board of Architectural Examiners. Texas Board of Architectural Examiners. 333 Guadalupe Street, Suite 2-350, Austin, Texas 78701, telephone (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Chapter 1051, *Texas Occupations Code*.
- 1.19 **STATE REGISTRATION OF ENGINEERING FIRMS:** Respondents are advised that the Texas Board of Professional Engineers requires that any entity providing engineering services to the

public must register with the Texas Board of Professional Engineers. An entity is defined as a sole proprietorship, firm, partnership, corporation, or joint stock association.

- 1.20 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new 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 of The Texas State University System Building Construction Contracts.
- 1.21 PREVAILING 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 Brewster County, Texas, can be found on the following website: <https://beta.sam.gov/>
- 1.22 NONDISCRIMINATION: In their execution of this agreement, Respondent, consultants, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.
- 1.23 NON-BOYCOTT ISRAEL VERIFICATION: To the extent required in Chapter 271, *Texas Government Code*, 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*.
- 1.24 CYBERSECURITY TRAINING PROGRAM: Pursuant to Section 2054.5192, *Texas Government Code*, Design/Build firm and its subcontractors, officers, and employees, who are provided credentials granting access to Component's computer system also known as Component's information system, must complete a cybersecurity training program certified under Section 2054.519, *Texas Government Code* as selected by the Component. The cybersecurity training program must be completed during the term and any renewal period of the Agreement. Design/Build firm 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.
- 1.25 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 the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 1.26 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 this Agreement against a firearm entity or firearm trade association.

- 1.27 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 this Agreement.
- 1.28 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.
- 1.29 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 Texas State University System, founded in 1911, is the first higher education system established in Texas. Beginning as an administrative means to consolidate the support and management of state teacher colleges, the System has evolved into a network of higher education institutions stretching from the Texas–Louisiana border to the Big Bend region of west Texas. Today, seven component institutions offer a broad range of academic and career opportunities. Throughout the System, faculty and staff are preparing students to work in and contribute to our global society.
- 2.2 MISSION STATEMENT: The mission of The Texas State University System is:
- To advance and extend knowledge, learning, and culture, especially within Texas.
 - To provide opportunities for individuals to develop intellectually, personally, and professionally.
 - To prepare students to contribute to the state’s and nation’s economy, culture, and future.
 - To offer undergraduate and graduate instruction leading to professional certificates and undergraduate, master’s, and doctoral degrees.
 - To provide public services that enrich the institutions, communities, and the state.
 - To foster creative and artistic expression that enhances the cultural richness of the state.
 - To support research and commercial development that result in new technologies and products which benefit the state.
- 2.3 PROJECT DESCRIPTION AND SCOPE: The Field Research Station will be comprised of several buildings. The completed field station campus will include Guest Cabins, a Bunkhouse, Workshop, Classroom / Lab Facility, an Outdoor Cantina and several covered exterior areas for faculty,

students, and researchers to utilize during their stay. The station will promote outdoor research and learning.

The proposed Project is envisioned to be comprised of several single-story buildings located along the edge of the Christmas Mountains just west of Big Bend National Park and southwest of Terlingua Ranch Lodge. The station will offer housing for mainly faculty and students but will encourage outside researchers to visit and utilize the site. In addition, the station will have Guest Cabins for the site caretaker and visitors, a Workshop, and a Classroom / Lab Facility that will be equipped with a general classroom, lab, prep room, and storage.

The Architectural Space Program of Requirements document provides an overview of the spaces included with the Field Research Station and outlines the site, utility infrastructure, capacity loads, and egress/ingress requirements for the proposed buildings.

- 2.3.1 Project design criteria can be found in the Architectural Space Program of Requirements package included on the ESDB webpage as Exhibit 1.
- 2.3.2 The total Design/Build Budget Limitation (“DBBL”) for the Project is: \$9,200,000.
- 2.3.3 The total Construction Cost Limitation (“CCL”) for the Project is: \$8,200,000.

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

2.4.1	Owner publishes RFQ for D/B Services	07/19/2023
2.4.2	Optional Pre-Submission Conference (2:00 p.m.)	08/08/2023
2.4.3	RFQ submittal of questions deadline (12:00 p.m.)	08/15/2023
2.4.4	Deadline for submittal of Qualifications, HCL and HSP (2:00 p.m.).....	08/23/2023
2.4.5	Respondents name read aloud at The Texas State University System.....	08/23/2023
2.4.6	Owner selects shortlisted Respondents for interview (if required).....	09/06/2023
2.4.7	Interview of shortlisted Respondents (if required)	09/14/2023
2.4.8	Owner issues request for phase two information (to short-listed firms).....	09/18/2023
2.4.9	Deadline for submittal of phase two information (2:00 p.m.)	09/26/2023
2.4.10	Owner selects top ranked Respondent	09/27/2023
2.4.11	Owner commences negotiations	10/02/2023
2.4.12	Owner and Respondent agree to terms of the D-B Agreement.....	10/26/2023
2.4.13	Execute D/B Agreement	10/31/2023
2.4.14	Notice to Proceed for Design/Pre-Construction Services	11/01/2023
2.4.15	Board of Regents approval of Design Development Submittal	05/16/2024
2.4.16	Owner approves Guaranteed Maximum Price Proposal	06/03/2024
2.4.17	Notice to Proceed for Construction Phase issued	06/14/2024
2.4.18	Construction Documents complete	07/01/2024
2.4.19	Owner accepts Substantial Completion of Construction	03/28/2025
2.4.20	Final Completion	04/25/2025
2.4.21	Occupancy	04/28/2025

The schedule of events presented above represents a basic timeline for the Project. A final Project timeline will be developed with the Owner and Design/Build firm at a later time. The Owner can be expected to work with the Design/Build firm to validate and improve on this initial schedule.

2.5 **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 part of the Contract. These specification sections shall be a part of the Design/Build Agreement. The sections may be viewed on the Owner's website at: <https://www.tsus.edu/offices/finance/capital-projects.html>

SECTION 3 – REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Qualifications responding to all questions in Section 3 formatted as directed in Section 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. The Proposal, under phase two of the selection process constitutes up to Fifty Percent (50%) of the Respondents evaluation score.

3.1 CRITERION ONE: RESPONDENT'S ABILITY TO PROVIDE DESIGN/BUILD 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 **Eight Million Two Hundred Thousand Dollars (\$8,200,000)**. Bonding requirements are set forth in Article 17 of the Agreement, the Uniform General Conditions for Construction Contracts, and Special Conditions, if any.

3.1.4 State whether any firm of the Respondent's team 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 any firm of the Respondent's team that may affect its performance under an Agreement with the Owner.

3.1.6 State whether any firm of the Respondent's team 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 DESIGN/BUILD TEAM AND THE EXECUTION OF SERVICES: (Criterion Weight: 20%)

- 3.2.1 Provide resumes of all Respondent's team members, including architectural, engineering, technical consultants, construction contractors, and subcontractors, that will be dedicated to and 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 their respective firms, and their cities 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. List other projects on which the Respondent's team members have worked together.
- 3.2.3 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.
- 3.2.4 Describe Respondent's management and execution plan for providing Pre-Construction Phase Services required for this Project.
- 3.2.5 Describe what Respondent perceives as the critical issues for this Project, whether in the Pre-Construction or Construction Phase.
- 3.2.6 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 Owner.
- 3.2.7 Describe Respondent's Bid/Proposal Package Strategy for completion of the Construction Documents and for procuring the work from subcontractors, vendors, suppliers, etc.
- 3.2.8 Describe Respondent's constructability program for this Project and how it will be implemented.
- 3.2.9 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.
- 3.2.10 For Pre-Construction and Construction services, provide examples of records, reports, monitoring systems, and information management systems Respondent will use on this Project.
- 3.2.11 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.
- 3.2.12 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 DESIGN/BUILD PROJECTS: (Criterion Weight: 20%)

3.3.1 Identify and describe the Respondent's team's past experience for providing Design/Build services that are **MOST RELATED TO THIS PROJECT within the last ten (10) 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, description, and delivery method if other than Design/Build
- 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, electrical, and other major 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 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 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 Design and Construction phases 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 design or constructability issue and resulted in higher quality project.

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 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 Design/Build contractor, describe Respondent's relationship with the local subcontracting community.
- 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 Design, 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 2.4 of this RFQ, describe Respondent's plan for communicating design, 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.
- 3.8 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 it 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 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 Contract; 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 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 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]

3.10.22 Execution of Offer: RFQ No. 758-23-00085 – RFQ for Design-Build Services for the Field Research Station, Terlingua, Texas – The Texas State University System.

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 Notification)

Respondent acknowledges receipt of the following Addenda:

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

SECTION 4 – FORMAT FOR STATEMENT OF QUALIFICATIONS

4.1 GENERAL INSTRUCTIONS

- 4.1.1 Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Qualifications shall be a maximum of fifty (50) printed pages (25 sheets printed double-sided or 50 sheets single-sided), the cover, table of contents, divider sheets, HSP and 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. 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

- 5.1 Attachment A - HUB Commitment Letter – Sample

[END OF REQUEST FOR QUALIFICATIONS]

Attachment A

With your RFQ, 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 System Administration'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 Design-Build Services

Date:

Peter Maass, Director of Capital Projects Administration
The Texas State University System
601 Colorado Street
Austin, Texas 78701

Re: Historically Underutilized Business Plan for Field Research Station, Terlingua, Texas
The Texas State University System
Project Number 758-23-00085

Dear Mr. Maass:

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 Agreement, we understand that we will be required to attend a meeting with System Administration'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

Addendum No. 1

Issued August 15, 2023

REQUEST FOR QUALIFICATIONS FOR DESIGN-BUILD SERVICES

FOR THE TEXAS STATE UNIVERSITY SYSTEM AUSTIN, TEXAS

FIELD RESEARCH STATION TERLINGUA, TEXAS

RFQ No.:

758-23-00085

Notice To All Respondents:

The following is Addendum No. 1 to the Request for Qualifications (RFQ)
ESBD Posting No. 758-23-00085 was posted on July 19, 2023

Prepared By:

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

I. GENERAL:

A. The optional Virtual and In-person Pre-Submission Conference was held on August 8, 2023. The presentation slides and Sign-In Sheets are included as part of this Addendum along with the questions and answers presented in response to this solicitation. The following questions and answers, including those presented at the meeting, have been edited for clarity.

1. Question: Criterion 3 requires Respondent's to identify past project examples of providing Design/ Build services. Item 3.3.1.1 indicates that other delivery methods than Design/Build are accepted. Can you please confirm that projects delivered of similar size and scope can be listed for past performance if they had an alternative delivery method to Design/Build?

Answer: Under Criterion 3 of this solicitation, The Texas State University System is looking for examples of the Respondent's past performance in completing projects that are most related to the Field Research Station project the System plans to build outside of Terlingua, Texas. Examples of projects completed by your firm that are of similar size and scope are acceptable even if not delivered through a Design-Build delivery method.

2. Question: Is the existing structure on the site on septic?

Answer: Yes.

3. Question: How critical is the scheduled time scheduling? We've got a March 28, 2025 Substantial Completion. Based on its remoteness, how stringent is the schedule?

Answer: The schedule is based on The Texas State University System (TSUS) leadership wanting to have the project delivered in a reasonable amount of time. We prioritize price and quality over time on this project. We are presuming a 9-month construction period is reasonable based on if the construction was pre-fabricated, to a great degree, and leading to some efficiencies. However, we are open to other options. TSUS recognizes that there is always give and take on schedules but those are the dates we initially proposed.

4. Question: Is there any specific structural requirements or desires?

Answer: No. TSUS presumes prefabrication will be utilized but what form that takes and what materials are used are up for consideration. We are open to options.

5. Question: Are there any significant regulatory hurdles that we should anticipate.

Answer: No, this is a state project being constructed on state owned land. A utility interface could be an area where regulatory requirements may be an issue but those are likely limited to electrical power and internet access.

6. **Question:** Does the county in that area have any jurisdiction with code enforcement? Or is there any fire protection engineer that's going to take a look at the sprinkler system. Anything like that?

Answer: TSUS does not expect the county to be involved unless there is a connection or tie-in to a system that they own, of which we are not aware. With regard to fire protection systems, the initial question will be, what types of fire protection systems the structures will require. TSUS will require the project team to reach out to the Office of the State Fire Marshal (OSFM), but the depth of their involvement in TSUS projects varies based on where they are located in the state. TSUS also expects the project team to reach out to local fire departments to make them aware of the project and determine any input or suggestions they may have. Only OSFM requirements will be binding on the project.

7. **Question:** There are references to guests, tourism, or people coming to visit the site. How is a visitor defined and could you maybe speak to that a little bit more about the vision for visitors to the facility?

Answer: Those who are going to utilize or enjoy the facility primarily include faculty and students from TSUS institutions who will have access to it for what are expected to be short courses. Faculty members in ecology, biology, geology, astronomy, photography, or painting are some examples. They would register to use the facility for a week, or 2 or 3 weeks, and take a small group of students out there. The facility will have some inside class and lab space to get visitors out of the elements, but they would be mainly there to experience the property and its surroundings. It is also anticipated that the facility will host groups that could be referred to as interested stakeholders that want a place to convene for a discussion or retreat. For example, a sociologist may want to convene executive officers of the State-wide sociology departments to have a retreat. TSUS department chairs, faculty groups, staff groups, leadership groups from TSUS or from other systems, disciplinary groups, key stakeholders from the legislature, or from the executive branch are other potential visitors. There may also be some public outreach to local schools, organizations, and residents in Brewster County to use the facility as a service entity for special events such as stargazing, informational sessions on the property, or findings of historical significance. Given its location nearby Big Bend National Park, and the 9,500 acres of our reserve property in the Christmas Mountains that is open to the public for hiking and recreational use, there may be visitors moving through the property who are interested in what is happening at the facility.

8. **Question:** Considering the remote location can you speak to any concerns on availability of materials and labor and lodging for such labor needed on site?

Answer: This subject is of significant concern and one of the reasons why TSUS is opting for a Design-Build method to deliver the project. TSUS is looking for Design-Build partners that can meet the challenge of working in this remote location. We are aware of projects at Big Bend National Park that the National Park Service is able to successfully complete but do not have our own experience working in this location. There are lodgings near the site and in Terlingua to potentially house workers and the project site

was previously a camp site for recreational vehicles (RVs) and is relatively flat. It is possible that existing infrastructure serving the RV sites could be functional. However, TSUS is aware of the challenges the project will need to address on both the delivery of materials and labor.

9. **Question:** TSUS mentioned prefabricated. Does that include manufactured housing modularization or similar to manufactured homes that you're bringing out in big units and able to assemble them in a larger city so that you don't have to worry about the length of time that a labor force is actually on the site, except for certain activities like the concrete and things like that? Minimizing the labor and housing for that labor and subsistence out there.

Answer: TSUS is open to that concept and has looked at some of the local Austin providers of pre-manufactured structures. The aesthetics of any such solution will, however, be of concern.

10. **Question:** Following up on the prefab modular conversation. Is there any concern, or advice you can give if it's Design-Build delivery from a procurement standpoint. If your prefab modular manufacturer was part of the design team to establish those details and components. Is that going to be an issue versus an open source?

Answer: Under the Design-Build delivery method TSUS will allow the use of design-assist during the pre-construction phase. If that is an approach that will expedite the incorporation of a prefabrication manufacturer into the project, TSUS has a means to accomplish this.

11. **Question:** What is the expected lifespan of the proposed facilities?

Answer: The TSUS vision for the Field Research Station is that it will essentially be permanent. However, the initial structures should have a lifespan of at least 30 years, with a 50-year lifespan preferred.

12. **Question:** Were you suggesting that design assist would be procured after the design build contract was awarded, or as part of the design build contract.

Answer: If design-assist services are provided for the project, they will be incorporated after the agreement is executed. It is noted that the selection of the Design-Build entity will be based first on the qualifications of both the Builder and Designer (composing up to 50% of the evaluation score), followed by the Builder's cost proposal (composed of up to the 50% balance of the evaluation score). Once the top-ranked respondent is determined, the A/E's (Designer's) services will be negotiated and upon successful completion of the negotiations, an agreement will be executed. If design-assist is used, it is typically incorporated during the Pre-Construction phase of the project.

13. **Question:** Just curious, the bare bones RV flat spot. Does it have current septic there that is still usable? Like if our guys are coming out and bring their travel trailers do you have utilities?

Answer: The existing building on the site is a small structure that has a living room and two functioning restrooms with two functioning showers.

The previous owners had approximately 10 RV slots to which they trenched water and power, and then presumably septic from it. In the 5 plus years that TSUS has owned the property, we have never attempted to verify that the services to those 10 RV slots are still functioning. Our presumption is that if somebody wanted to come out there and wanted to bring their own travel trailers with them, it would not be too difficult to get these services up and running. However, this is a presumption, and the actual conditions will need to be confirmed.

Attachments:

- (1) Virtual and In-Person Participant Log in Sheets
- (2) PowerPoint Presentation




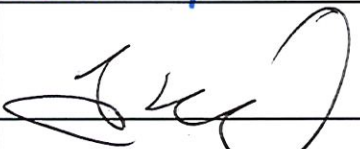


- END OF ADDENDUM NO. 1 -

Attendance for Optional Pre-Submittal Meeting

RFQ for Design-Build, #758-23-00085

Field Research Station in Terlingua, Texas, for The Texas State University System

Optional Pre-Submittal Meeting: August 8, 2023 - 2:00 p.m.


COMPANY	NAME	PHONE NO.	EMAIL ADDRESS	SIGNATURE
TSUS	Peter Maass	512-463-1808	peter.maass@tsus.edu	
TSUS	Donna Bryce	512-463-1808	donna.bryce@tsus.edu	
TSUS	Daniel Harper	512-463-1808	daniel.harper@tsus.edu	
Energy Architecture	Cynthia Brown	713.806.5902	cynthiab@energyarch.com	
LOTT Brothers	TOM STANFIELD	512-818-4188	Toms@LottBrothers.com	
Ford Powell & Carson	Allison Chambers	210-226-1246	achambers@fparch.com	
JOERIS GC	MARTY GARZA	210-825-0429	marty.garza@joeris.com	

Attendance for Optional Pre-Submittal Meeting

RFQ for Design-Build, #758-23-00085

Field Research Station in Terlingua, Texas, for The Texas State University System

Optional Pre-Submittal Meeting: August 8, 2023 - 2:00 p.m.

COMPANY	NAME	PHONE NO.	EMAIL ADDRESS	SIGNATURE
Cleary Zimmermann Engineers	Joyce Watson	210-447 6108	joycew@clearyzimmermann -com	

Meeting ID:	Topic:	Start Time	End Time
83956475584		8/8/2023 13:24	8/8/2023 14:34

TSUS Field Research Station - Optional
Pre-Submittal Meeting, #758-23-00085

Duration (Minutes)	Participants
71	33

Name (Original Name)	Firm Name (if provided)	Total Duration (Minutes)	Guest
Donna Bryce	The Texas State University System	71	No
Peter Maass	The Texas State University System	53	Yes
Cole Lutzenberger	Modular Construction Supply	47	Yes
Jaden Gaddis		47	Yes
FPC Architects	Ford, Powell, and Carson	42	Yes
Tiffany Prater	LDD Blueline	41	Yes
Daniel Harper	The Texas State University System	39	Yes
JP Perez	Hill International, Inc.	35	Yes
Carson Conklin		39	Yes
SK Arch Group	SK Arch Group	39	Yes
Mike McGlone	Alamo Architects	38	Yes
Crystal Del Bosque	Alamo Architects	38	Yes
Beth Hudson	Alamo Architects	37	Yes
Gabe Lopez	Jordan Foster Construction	37	Yes
Shea Johnson	Alamo System Industries (ASI)	25	Yes
J. Casinger	Ensignt Haynes Whaley	37	Yes
Marcus Swayzer	Hill International, Inc.	37	Yes
Todd A.		36	Yes
Lauren Hillmann	Lake Flato	36	Yes
Heidi Cisneros	Structures	35	Yes
John Hayek	The Texas State University System	35	Yes
1-713-557-2241		35	Yes
Laura Rasmussen	Lake Flato	35	Yes
C. Harden		34	Yes
Mark Wellen	Rothenberry Wellen Architects	5	Yes
Blake Lavender	Joeris General Contractors	32	Yes
Lori Martin		6	Yes
Cale Lancaster		27	Yes
iPhone WB mc		22	Yes
Sara		6	Yes



THE TEXAS
STATE
UNIVERSITY
SYSTEM™



Field Research Station



Addendum No. 1 - RFQ for Design-Build Services (posted 08/15/2023)
Field Research Station in Terlingua, Texas, for The Texas State University System



RFQ No. 758-23-00085
Page 9 of 21





Mission Statement

- To advance and extend knowledge, learning, and culture, especially within Texas.
- To provide opportunities for individuals to develop intellectually, personally, and professionally.
- To prepare students to contribute to the state's and nation's economy, culture, and future.
- To offer undergraduate and graduate instruction leading to professional certificates and undergraduate, master's, and doctoral degrees.
- To provide public services that enrich the institutions, communities, and the state.
- To foster creative and artistic expression that enhances the cultural richness of the state.
- To support research and commercial development that result in new technologies and products which benefit the state.



Project Justification

The Christmas Mountains Field Research Station is planned to be located in Terlingua, Texas. The construction of the research station will aim to promote outdoor research and learning to faculty, students, and researchers. The construction of the field station will provide guests a lodging experience with designated outdoor spaces, a classroom / lab facility to conduct their research findings, a workshop, and an outdoor Cantina to encourage collaboration. Additionally, the new field station will create an educational presence near outdoor recreational activities in the surrounding area.



Project Vision and Goals

During the information gathering process, which included the kick-off meeting, user interviews, and site discussions, numerous items were identified by the user representatives and stakeholders as required needs and visions for the development of the Christmas Mountains Field Research Station. The following goals should be met to ensure the research station is a success:

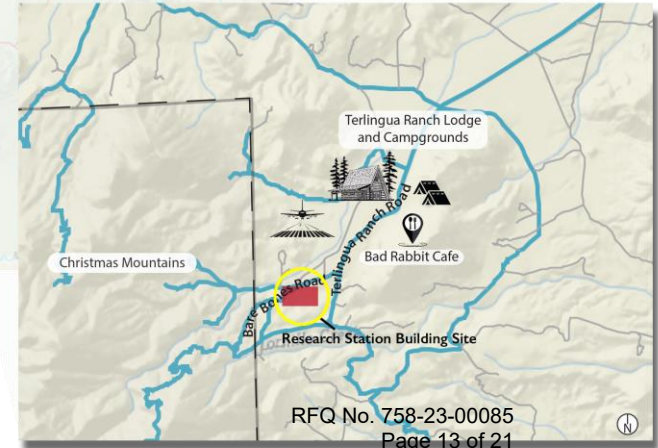
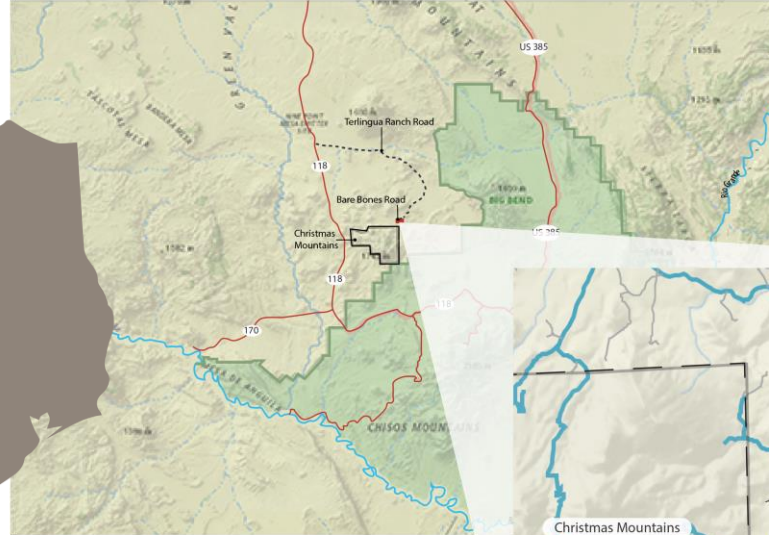
- Include energy efficient practices within the facility.
- Provide a responsive and efficient facility that will allow for easy maintenance and adaptability for the stations future needs.
- Provide a small general classroom, laboratory, office, and lodging spaces for faculty and students.
- Include basic lodging and upper level guest cabins.
- Provide covered exterior spaces to encourage outdoor learning and research.
- Provide faculty and students a singular shared kitchen / dining area.
- Provide an impactful outdoor covered patio area to embrace the scenery that connects the individual buildings through the exterior.
- Laboratory should have direct access to a Prep Room with exterior building access.
- Create flexible laboratory space with desk top area for microscopes, workspace for students, and storage for equipment.

Infrastructure should support specimen freezer storage and a chemical fume hood.

- Provide a vehicle storage facility with workshop space and storage for small machinery.



Project Location





Field Research Station Layout Options

Option 1

Site Diagram Option 1 allows visitors staying in the Guest Cabins to be near the entrance for ease of access to adjacent parking. The Cantina is centrally located, allowing the gathering space to be easily accessed throughout the Field Research Station. The Bunkhouse, Class/Lab Facility and Workshop are all a short distance from one another allowing individuals easy access between the buildings.

The images linked to the proposed structures on the site are examples of construction types which would compliment/tie-into the vernacular of the region.

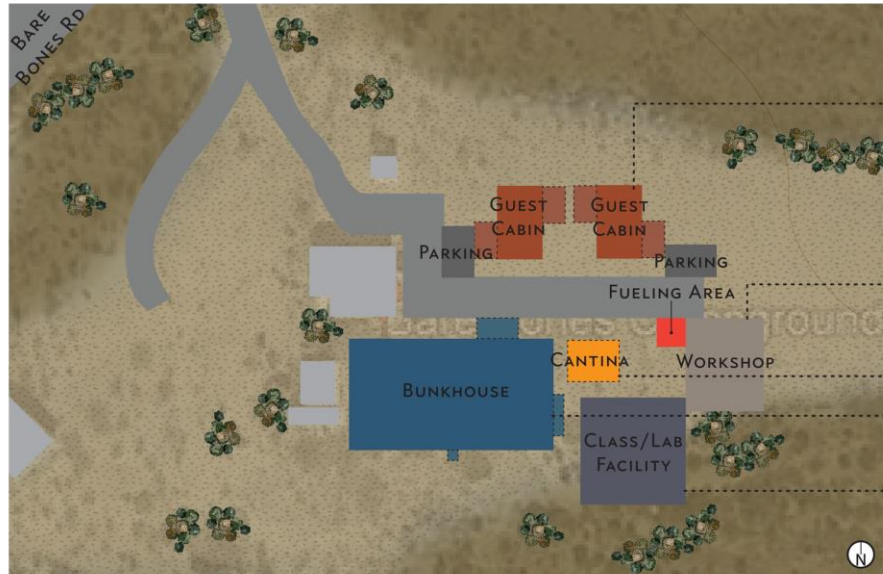


Figure 6: Diagram of layout option 1.



WILLOW HOUSE,
TERLINGUA, TX



BIG BEND FOSSIL
DISCOVERY EXHIBIT



GOVERNMENT CANYON
VISITOR CENTER



UNIVERSITY OF NEW
MEXICO FIELD STATION



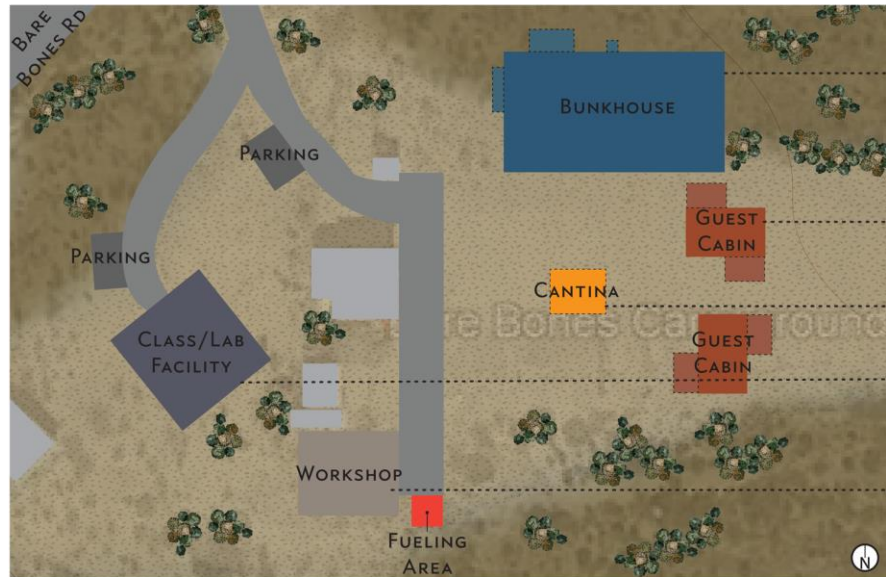
WARREN WOODS
ECOLOGICAL FIELD
STATION LAB



Field Research Station Layout Options

Option 2

Site Diagram Option 2 distributes the new buildings on a larger footprint to create a campus feel. The Guest Cabins are located towards the East of the site to provide a great view at the surrounding landscape. The Cantina is centrally located and easily accessible to the Guest Cabins and Bunkhouse. The Class/Lab Facility and Workshop are easily accessible by separate drives with associated parking. This option also incorporates the existing structures into the campus in contrast to the previous option which places them on the edge of the development area.



UNIVERSITY OF NEW MEXICO FIELD STATION



WILLOW HOUSE, TERLINGUA, TX



GOVERNMENT CANYON VISITOR CENTER



WARREN WOODS ECOLOGICAL FIELD STATION LAB



BIG BEND FOSSIL DISCOVERY EXHIBIT

Figure 7: Diagram of layout option 2.

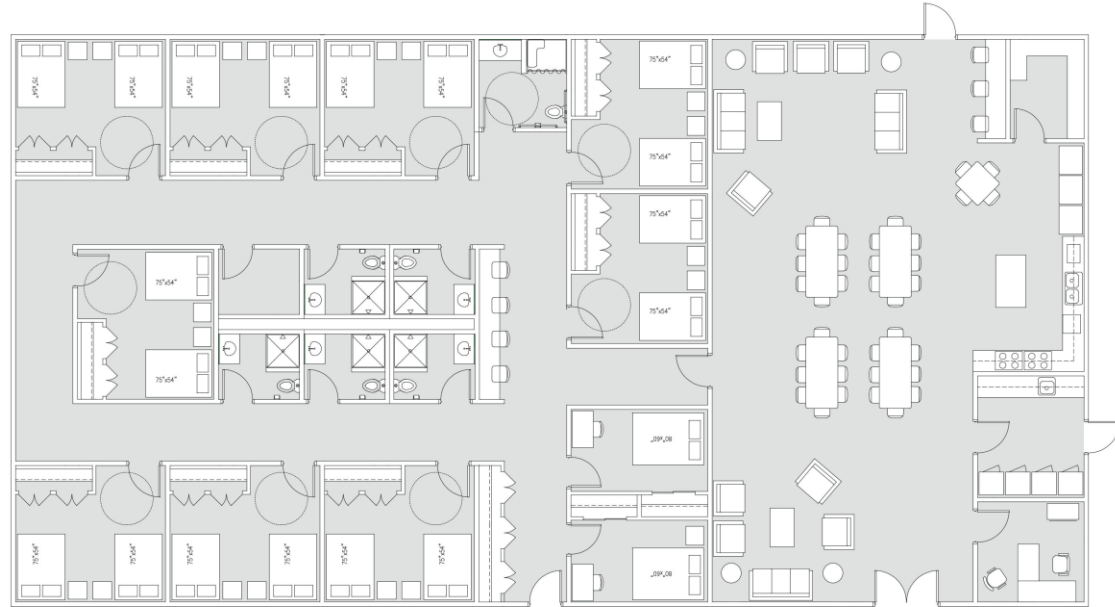


Room Data Sheets - Bunkhouse

Diagram to the right portrays (1) possible arrangement of the proposed Bunkhouse spaces. Diagram is for visual purposes only. Image is not a design directive for the building.

- (9) Double Occupancy Student Rms
- (2) Single Occupancy Faculty Rms
- (5) Individual Restrooms / Showers
- (1) ADA Restroom / Shower
- Communal Kitchen Area
 - (3) Refrigerators
 - (2) Cook Tops
 - (1) Pantry
- Communal Dining Area
- Communal Gathering Space
- Laundry / Mudroom
- Storage Closet
- Storage Room
- (1) Office

Total gross square feet of diagram is approx. 5,500 GSF. This does not include a porch or exterior spaces.



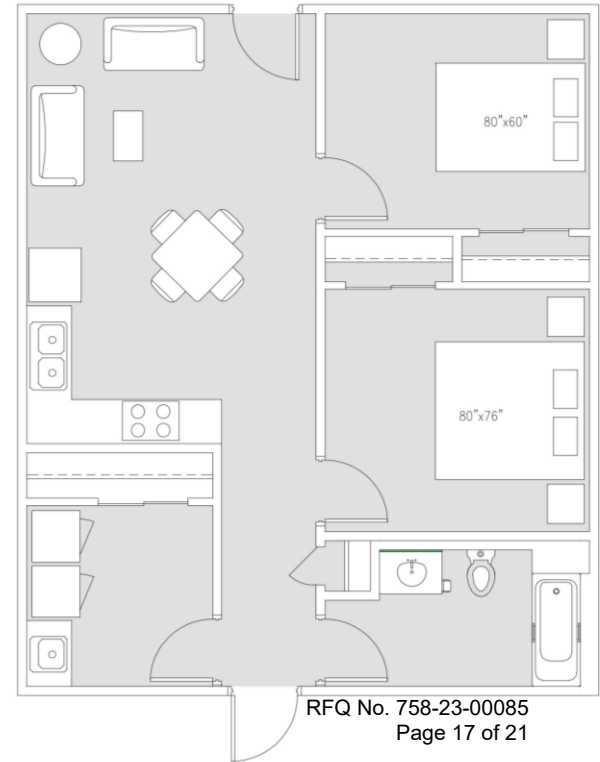


Room Data Sheets – Caretaker Cabin

Diagram above portrays (1) possible arrangement of the proposed Caretakers Cabin.
Diagram is for visual purposes only. Image is not a design directive for the building.

- (2) Bedrooms
- (1) Restroom with Shower
- (2) Storage Closets
- Laundry / Mudroom
- Living / Gathering Area
- Kitchen with Dining

Total gross square feet of diagram is approx. 825 GSF. This does not include a porch or exterior spaces.





Room Data Sheets – Guest Cabin

Diagram above portrays (1) possible arrangement of the Guest Cabin with (2) different Room Layouts. Diagram is for visual purposes only. Image is not a design directive for the building.

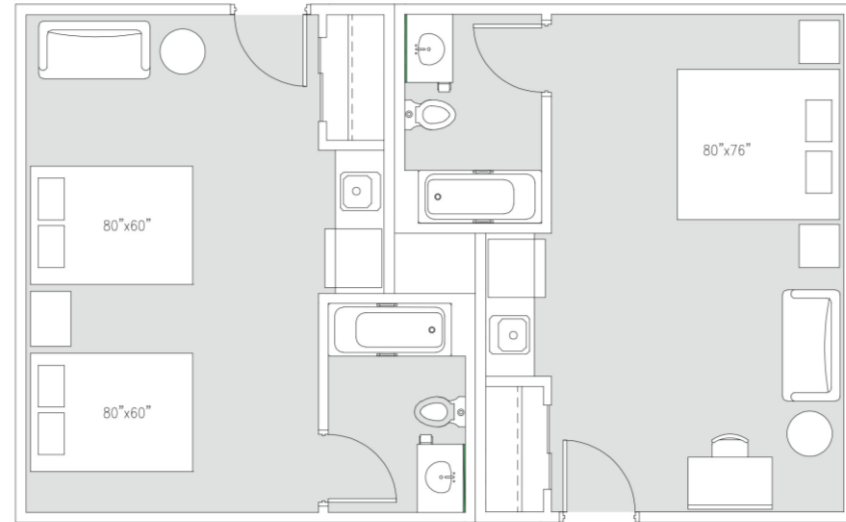
Room 1:

- (2) Queen Beds
- (1) Sofa with Side Table
- (1) Restroom with Shower / Tub
- (1) Closet
- (1) Kitchenette

Room 2:

- (1) King Bed
- (1) Sofa with Side Table
- (1) Desk and Task Chair
- (1) Restroom with Shower / Tub
- (1) Closet

Total gross square feet of diagram is approx. 750 GSF, approx. 375 GSF per room. This does not include a porch or exterior spaces.



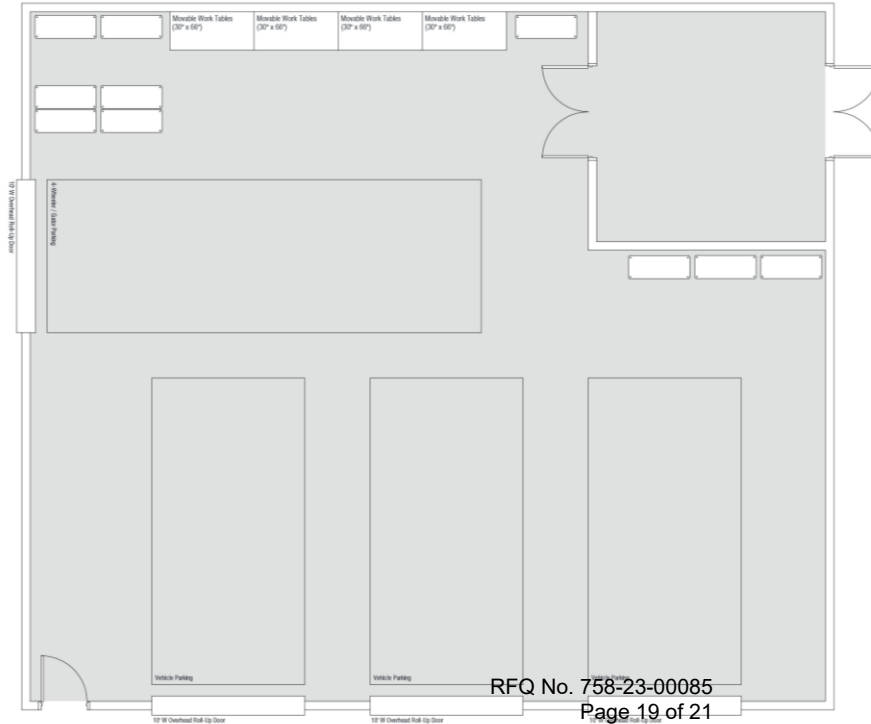


Room Data Sheets – Workshop

Diagram above portrays (1) possible arrangement of the Workshop Building. Diagram is for visual purposes only. Image is not a design directive for the building.

- (3) Vehicle Spaces with 10'-0" Roll-Up Doors
- (1) Gator / 4-Wheel Vehicle Garage Door (Space for 3 to 4 utility vehicles)
- (1) Storage Room
- (1) Work Area / Repair Space

Total gross square feet of diagram is approx. 2,450 GSF. This does not include a porch or exterior spaces.





Room Data Sheets – Classroom/Lab Facility

Diagram above portrays (1) possible arrangement of the Classroom Building. Diagram is for visual purposes only. Image is not a design directive for the building.

- (1) Research Lab
- (1) Prep-Room
- (1) Shared Storage Room
- (1) Classroom
- Collaboration Space

Total gross square feet of diagram is approx. 2,850 GSF. This does not include a porch or exterior spaces.





Questions?