REQUEST FOR QUALIFICATIONS

**For**

ARCHITECTS

#### The University of Texas Health Science Center at Houston

#### RFQ No.: 744-1414-Architects

Submittal Deadline: Monday, March 17, 2014 at 2PM CST

HUB Subcontracting Plan Deadline: Monday, March 17, 2014 at 2PM CST

****

Prepared By:

Laura Lander, Contract Manager

The University of Texas

Health Science Center at Houston

1851 Crosspoint, OCB 1.160

Houston, Texas 77054

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February 13, 2014

Request for QUALIFICATIONS

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##### SECTION 1

**INTRODUCTION**

* 1. **Description of University**

Founded in 1972, The University of Texas Health Science Center at Houston (UTHealth) is one of the fifteen component Universities of The University of Texas System. UTHealth is the most comprehensive academic health center in Texas, and is comprised of the following buildings & schools:

* Medical School (MSB) - 6431 Fannin Street
* Medical School Expansion (MSE) – 6431 Fannin Street
* Cyclotron Building (CYC) – 6431 Fannin Street
* School of Dentistry (SOD) – 7500 Cambridge Street
* School of Public Health (SPH) - 1200 Pressler Street
* School of Nursing (SON) – 6901 Bertner Avenue
* School of Biomedical Informatics (SBMI) - 7000 Fannin Street
* Graduate School of Biomedical Sciences (GSBS)– 6767 Bertner Avenue
* Mental Sciences Institute (MSI) - 1300 Moursund Street
* Institute of Molecular Medicine (IMM) – 1825 Pressler Street
* Harris County Psychiatric Center (HCPC) - 2800 South MacGregor Drive
* Operations Center Building (OCB) -1851 Cross Point Avenue
* University Center Tower (UCT) - 7000 Fannin Street
* Professional Building (UTPB) - 6410 Fannin Street

UTHSC-H combines biomedical sciences, behavioral sciences, and the humanities to provide interdisciplinary activities essential to the definition of modern academic health science education. UTHSC-H is committed to providing health professional education and training for students, and is dedicated to providing excellence in research and patient care, which is offered through its clinics, Memorial Hermann Hospital System (its primary teaching hospital), and other affiliated institutions. UTHSC-H is a major part of the concentration of medical schools, hospitals and research facilities generally referred to as the Texas Medical Center.

The University of Texas Health Science Center at Houston System has nearly 4,500 employees and approximately 3,600 students. As a component of the University of Texas System, UTHSC-H is subject to the “Rules and Regulations of the Board of Regents of the University of Texas System for the government of The University of Texas System.”

**1.2 Background and Special Circumstances**

UTHSC-H has an **Evergreen Program** designed to provide flexible staffing support in the skill areas of Architectural and Consulting Design Services for Construction. The Institution desires that multiple qualified Architectural firms be available on a pre-qualified basis to participate in programming, design and construction administration of the day-to-day projects which exceed the capabilities of its in-house staff. This Request for Proposals seeks to solicit and identify those qualified firms, with the objective of entering into “**Evergreen**” or Job Order type contracts to provide those services on a project by project basis.

**1.3 Objective of this Request for Qualifications**

The University of Texas Health Science Center at Houston (“**University**”) is soliciting qualified **architects** (“**Professional**” or “**Professionals**”) to submit qualifications in response to this Request for Qualifications for Selection of a Professional to Provide Architectural Services, RFQ No. 744-1414, (this “**RFQ**”). The Services are more specifically described in **Section 5.3** (Scope of Work) of this RFQ.

**1.4 Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by Section 61.003, *Education Code*) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, *Education Code*). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Professional under this RFQ.

**SECTION 2**

**NOTICE TO PROFESSIONAL**

**2.1 Submittal Deadline**

University will accept proposals submitted in response to this RFQ until 2PM CST on Monday, March 17th, 2014 (the “**Submittal Deadline**”).

**2.2 University Contact Person**

Professionals will direct all questions or concerns regarding this RFQ to the following University contact (“**University Contact**”):

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, Texas 77054

Laura Lander

Laura.Lander@uth.tmc.edu

University specifically instructs all interested parties to restrict all contact and questions regarding this RFQ to written communications forwarded to University Contact. University Contact must receive all questions or concerns no later than Thursday, March 6th, 2014 at 12PM CST. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

**2.3 Criteria for Selection**

The successful Professional (“**successful Professional**”) will be Professional that submits a proposal in response to this RFQ on or before the Submittal Deadline, is selected by University in accordance with the requirements and specifications set forth in this RFQ as the most highly qualified to perform the Services, and with whom University is able to negotiate the Agreement (ref. **Section 1.4** of **Appendix One** to this RFQ) at a fair and reasonable price.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of the successful Professional will be based on the information provided by Professional in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by University in evaluating qualifications and selecting the most highly qualified Professional will be demonstrated competence and qualifications to perform the Services for a fair and reasonable price.

**2.4 Key Events Schedule**

Issuance of RFQ February 13, 2014

Deadline for Questions/Concerns March 6, 2014 at 12PM CST

(ref. **Section 2.2** of this RFQ)

Submittal Deadline March 17, 2014 at 2PM CST

**2.5 Historically Underutilized Businesses**

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a “**HUB**”) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFQ, Professional subcontracts any of the Services, then Professional must make a good faith effort to utilize HUBs certified by the Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, “**TPSS**”). Submissions of qualification that fail to comply with the requirements contained in Sections 2.5.2 and 2.5.3 below will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFQ. Professional acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFQ. Furthermore, any subcontracting of the Services by Professional is subject to review by University to ensure compliance with the HUB program.

2.5.2 University has reviewed this RFQ in accordance with Title 34, *Texas Administrative Code*, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFQ.

Accordingly, a HUB Subcontracting Plan (“**HSP**”) is required as part of Professional’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as **APPENDIX THREE** and incorporated for all purposes.

*Each Professional must complete and return the HSP in accordance with the terms of* ***APPENDIX THREE****. Submissions of qualification that do not include the HSP will be considered non-responsive to this RFQ in accordance with Section 2161.252, Government Code.*

Professional will not be permitted to change its HSP unless: (1) Professional provides University with revised versions of the HSP documents that set forth all changes requested by Professional, (2) University approves the revised documents in writing, and (3) all agreements or contractual arrangements resulting from this RFQ are amended in writing by University and Professional to conform to the modified HSP.

2.5.2.1. If Professional proposes to use subcontractors to perform such subcontracting opportunities, the HSP will include:

2.5.2.1.1 A letter of transmittal stating that Professional has read and understands the Policy on Utilization of Historically Underutilized Businesses; and

2.5.2.1.2 The HSP, as set forth on **pages 10 and 11** of **Appendix Three,** related to Policy on Utilization of Historically Underutilized Businesses for Vendor/Commodities.

2.5.2.2 If Professional proposes to perform such subcontracting opportunities with its own employees and resources, the HSP will include:

2.5.2.2.1 A letter of transmittal stating that Professional has read and understands the Policy on Historically Underutilized Businesses; and

2.5.2.2.2 The Self Performance HUB Subcontracting Plan (HSP), as set forth on **page 13** of **Appendix Three** related to Policy on Utilization of Historically Underutilized Businesses for Vendor/Commodities.

2.5.3 Professional must provide the two (2) originals of the HSP to University at the same time it provides its proposal to University (ref. **Section 3.2** of this RFQ.) The two (2) originals of the HSP must be provided under separate cover and in a separate envelope (the “HSP Envelope”). Professional must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

2.5.3.1 the RFQ No. (ref. **Section 1.3** of this RFQ) and the Submittal Deadline (ref. **Section 2.1** of this RFQ), both located in the lower left hand corner of the top surface of the envelope,

2.5.3.2 the name and the return address of Professional, and

2.5.3.3 the phrase “HUB Subcontracting Plan.”

Any proposal provided in response to this RFQ that is not accompanied by a separate HSP Envelope meeting the requirements set forth in this **Section 2.5** will be rejected by University and returned to Professional unopened as that submission will be considered non-responsive due to material failure to comply with advertised specifications. University will open Professional’s HSP Envelope prior to opening the proposal provided by Professional to ensure that Professional has provided the number of completed and signed originals of Professional’s HUB Subcontracting Plan (“HSP”) that are required by this RFQ. Professional’s failure to provide the number of completed and signed originals of the HSP that are required by this RFQ will result in University’s rejection of Professional’s proposal as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to Professional unopened. (ref. **Section 1.5** of **Appendix One** to this RFQ.) **Note**: The requirement that Professional provide two originals of the HSP under this **Section 2.5.3** is separate from and does not affect Professional’s obligation to provide University with the number of copies of its proposal required in **Section 3.1** of this RFQ.

**Please note the HSP can be reviewed by the Manager of the HUB and Small Business Program up to 24 hours before the HSP is due.  THIS IS STRONGLY ENCOURAGED to ensure compliance with HSP guidelines.  Failure to meet guidelines outlined in the HSP will result in disqualification of your proposal.**

**It is recommended that ALL HSPs be reviewed by the HUB manager 7 DAYS prior to the HSP due date, thus allowing for correction and compliance.**

    2.5.4    For questions regarding the HUB Subcontracting Plan – contact:

                        Shaun McGowan Manager, HUB & Small Business Program 1851 Crosspoint, OCB 1.160

                        Houston, Texas 77054

                        Phone: (713) 500-4862

                        Fax (713) 500-4710

                        E-mail: [Shaun.A.McGowan@uth.tmc.edu](file:///G:\Purchasing\Standard%20Forms_Contracts_Bids\Bidding\IFO's\Shaun.A.McGowan@uth.tmc.edu)

2.5.5    HUB Subcontracting Plans will be evaluated on Monday, March 17th, 2014

An email will be sent to all Respondents indicating those plans that passed and failed. At that time, the bids with a passing HUB Subcontracting Plan will be opened.

**SECTION 3**

**SUBMISSIONS OF QUALIFICATION**

**3.1 Number of Copies**

Professional must provide a total of seven (7) complete and identical copies of its *entire* proposal and a complete and identical copy of its *entire* proposal on CD-ROM. An *original* signature by an authorized officer of Professional must appear on the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) of at least one (1) copy of the proposal. The copy of Professional’s proposal that bears an original signature should contain the mark “original” on the front cover of the submission.

**3.2 Submission**

Submissions of qualification must be received by University on or before the Submittal Deadline (ref. **Section 2.1** of this RFQ) and should be delivered to:

The University of Texas Health Science Center at Houston

Procurement Services

1851 Crosspoint, OCB1.160

Houston, TX 77054

Attn: Laura Lander

**3.3 Submission Validity Period**

Each proposal must state that it will remain valid for University’s acceptance for a minimum of One Hundred Twenty (120) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

**3.4 Terms and Conditions**

3.4.1 Professional must comply with the requirements and specifications contained in this RFQ, including the Agreement (ref. **APPENDIX TWO**), the Notice to Professional (ref. **Section 2** of this RFQ), Submission Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5** of this RFQ). If there is a conflict among the provisions in this RFQ, the provision requiring Professional to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1. Specifications and Additional Questions (ref. **Section 5** of this RFQ);

3.4.1.2. Agreement (ref. **APPENDIX TWO**);

3.4.1.3. Submission Requirements (ref. **APPENDIX ONE**);

3.4.1.4. Notice to Professionals (ref. **Section 2** of this RFQ).

**3.5 Submittal Checklist**

Professional is instructed to complete, sign, and return the following documents as a part of its proposal. If Professional fails to return each of the following items with its proposal, then University may reject the submission:

3.5.1 Signed and Completed Execution of Offer (ref. **Section 2** of **APPENDIX ONE**)

3.5.2 Signed and Completed Delivery Schedule (ref. **Section 6** of this RFQ)

3.5.3 Signed and Completed Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**)

3.5.4 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. **Section 5** of this RFQ)

3.5.5 Signed and completed originals of the HUB Subcontracting Plan (ref. **Section 2.5** of this RFQ and **APPENDIX THREE**).

3.5.6 Signed and completed W-9 Form.

3.5.7 Copy of Proposer’s insurance certificate in accordance with limits stated in the attached Sample Agreement (ref. APPENDIX TWO).

**SECTION 4**

**GENERAL TERMS AND CONDITIONS**

The terms and conditions contained in the attached Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFQ. If Professional takes exception to any terms or conditions set forth in the Agreement, Professional will provide a list of the exceptions as part of its proposal in accordance with **Section 5.3.1** of this RFQ. Professional’s exceptions will be reviewed by University and may result in disqualification of Professional’s proposal as non-responsive to this RFQ. If Professional’s exceptions do not result in disqualification of Professional’s proposal then University may consider Professional’s exceptions when University evaluates Professional’s proposal.

**SECTION 5**

**SPECIFICATIONS AND ADDITIONAL QUESTIONS**

**5.1 General**

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Professional as part of its proposal, are set forth below:

**5.2 Minimum Requirements**

Each Proposal must include information that clearly indicates that Professional meets each of the following minimum qualification requirements:

* + 1. Firms must have a minimum of 5 years-worth of extensive experience designing renovation projects in education and research (wet lab) facilities.

5.2.3 Design team members must be local to the Houston area.

**5.3 Scope of Work**

Projects exceeding $10,000 in scope which require architectural review, projects exceeding $50,000 requiring TDLR review, and all projects may which involve coordinating design elements among multiple consultants providing design input would be covered by this Evergreen Program. Projects exceeding $4,000,000 normally fall outside the Institution’s authority to manage, and would not normally fall into the scope of this work unless by exception with approval of the Board of Regents. Such work is possible, but not likely. Hence, firms brought under contract, can expect to provide architectural design services for construction ranging from $10,000 to $4 Million in value on an as needed basis, as such projects arise and are assigned to the firm.

#### Scope of Architectural Services

UTHealth anticipates it will need some or all of the following Services, all of which are project-specific:

* + - Programming Services
    - Preparation of Schematic Design, Design Development, Construction Documents
    - Bidding and Negotiation
    - Cost Estimating
    - Construction Administration
    - Coordination of Design Consultants
    - Code Reviews, including Life Safety and TAS/TDLR
    - Preparation of Design Standards
    - Master Planning
    - Preparation of Presentation Models and Materials
    - Project Management Services
    - Management of Audio-Visual Equipment and Laboratory Consultants
    - Other Architectural Services as may be requested and mutually agreed to by the respondent firm.

Services will be considered Basic or as Additional Services in accordance with the contract form entered into between the parties.

Final drawing sets of Construction Documents and As-Built Drawings will be provided in both Paper and electronic formats on CD using Autocad 2013 or compatible software as the electronic format.

*Miscellaneous Provisions*

A. Personnel

Architect shall maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under any Contract awarded as a result of this RFQ.

1. Architect shall assign to UTHealth a designated representative who will be responsible for the coordination and administration of UTHealth's requirements.

B. Program and Individual Project Execution

1. Following selection of (a) that firm's architects and/or engineers shall complete the design, submitting all design elements for review and determination of scope compliance to the UTHealth’s designated owner’s representative before or concurrently with construction.

2. An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of Chapter 1001, Occupations Code. An architect shall have responsibility for compliance with the requirements of Chapter 1051, Occupations Code.

UTHealth shall provide or contract for, independently of the Design Firm, the inspection services, the testing of construction materials Architectural, and the verification testing services necessary for acceptance of the facility

**5.4 Additional Questions Specific to this RFQ**

Professional must provide the following information as part of Professional’s proposal:

5.4.1If Professional takes exception to any terms or conditions set forth in the Agreement (ref. **APPENDIX TWO**), Professional will submit a list of the exceptions.

* + 1. Provide a detailed list (i.e. bulleted) of all Design Services and consultants you will provide to the Owner under this project.
    2. Provide the following information for the Firm:
    - Legal name of the company as registered with the Secretary State of Texas
    - Address of the office that will be providing services
    - Number of years in business
    - Type of Operation (Individual, Partnership, Corporation, Joint Venture, etc…)
    - Number of Employees by skill group
    - Annual revenue totals for the past ten (10) years
    1. Provide the three (3) most recent audited financial statements documenting your firm’s financial stability.
    2. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
    3. Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Owner.
    4. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
    5. Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.
    6. Provide a claims history under professional malpractice insurance for the past five (5) years for the Firm and any team members proposed to provide professional architectural or engineering services.
    7. Do you have at least 5 years’ experience in designing renovation projects for education and research (wet lab) facilities? Please explain and provide examples.
    8. Are your design team members local to the Houston area?

CRITERIA one: Project Team’s Ability to Provide Design and Construction Administration Services

* + 1. Describe, in graphic and written form, the proposed project assignments and lines of authority and communication for principals and key professional members of each consultant that will be involved in the project. Indicate the estimated percent of time these individuals will be involved in the project for design and construction.
    2. Name all key personnel and provide resumes for those who will be part of the design team for this contract and provide their cities of residence. Provide summary resumes for proposed project team members, including their specific experiences with similar undertakings/projects, and number of years with your firm. Describe in detail the experience and expertise of each team member. (Note: Key personnel must be committed to this contract for its duration unless excused by the Owner.)
    3. Clearly identify the members of the proposed team who worked on the projects listed below in Question 5.4.15, and describe their roles in those projects.

CRITERIA two: Respondent’s PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

5.4.15 List a maximum of five Institutions or Institutional Academic customers for which your firm has provided design services which are most related to this program. In determining which efforts are most related, consider related size and complexity; how many members of the proposed team worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most-related program listed first. For each of the listed programs, provide the following information:

* Project name and description
* Construction cost (total value of construction work designed or programmed),
* Current phase of development
* Estimated (or past) completion dates
* Owner’s contact person and telephone number

5.4.16 Provide a customer reference list of no less than three (3) organizations with which Respondent currently has contracts with and/or has previously provided services. Reference list to include, company name, contact person and telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.).

(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.)

5.4.17 Describe your firm’s past performance on other contracts for UTHealth or The University of Texas System or its components.

CRITERIA three: RESPONDENT’S KNOWLEDGE OF BEST PRACTICES

* + 1. Describe your Firm’s quality assurance program explaining the method used and how the firm maintains quality control during the development of Construction Documents and quality assurance during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to Criteria 3.4.
    2. Describe your cost estimating methods. How do you develop cost estimates and how often are they updated? For any combination of three (3) projects listed in response to Criteria 3.4, provide examples of how these techniques were used and what degree of accuracy was achieved.
    3. Describe your firm's philosophy on resolving design issues that arise after completion of the project.
    4. Describe the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of the projects listed above. Describe how you used these systems for any combination of three (3) projects listed in response to Question 5.4.15.
    5. Describe the project team’s approach to assuring timely completion of projects, including methods you will use for schedule recovery if necessary.

CRITERIA four: Respondent’s ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS

* + 1. Describe your understanding of the administrative challenges, opportunities and critical issues associated with providing Design and Construction Administration services for UTHealth, and your strategy for resolving these issues.
    2. For any combination of three (3) projects listed in response to Criteria 3.4, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.

**SECTION 6**

**DELIVERY SCHEDULE**

**Submission of Qualification of:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Professional Company Name)

**To:** The University of Texas Health Science Center at Houston

**Ref.:** Architectural Services

**RFQ No.:**  744-1414

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFQ and any attachments hereto, the undersigned proposes to furnish the Services in accordance with the schedule provided below:

**Delivery Schedule of Events and Time Periods**

Please provide the number of calendar days to commence services upon receipt of

signed contract:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Calendar Days

Respectfully submitted,

**Professional:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature for Professional)

**Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX ONE

SUBMISSION REQUIREMENTS

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**SECTION 1**

**GENERAL INFORMATION**

**1.1 Purpose**

University is soliciting competitive sealed proposals from Professionals having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFQ. This RFQ provides sufficient information for interested parties to prepare and provide proposals for consideration by University.

By providing a proposal, Professional certifies that it understands this RFQ and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Professional also certifies that it understands that all costs relating to preparing a response to this RFQ will be the sole responsibility of Professional.

PROFESSIONAL IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO PROVIDE A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

**1.2 Inquiries and Interpretations**

University may in its sole discretion respond in writing to written inquiries concerning this RFQ and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFQ. Only University’s responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFQ will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFQ for all purposes.

Professional is required to acknowledge receipt of each Addendum as specified in this Section. Professional must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany Professional’s proposal.

Any interested party that receives this RFQ by means other than directly from University is responsible for notifying University that it has received an RFQ package, and should provide its name, address, telephone number and FAX number to University, so that if University issues Addenda to this RFQ or provides written answers to questions, that information can be provided to such party.

**1.3 Public Information**

Professional is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFQ until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFQ, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (*Government Code*, Chapter 552.001, et seq.). Professional will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Government Code*.

**1.4 Type of Agreement**

Successful Professional will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the “**Agreement**”) attached to this RFQ as **APPENDIX TWO** and incorporated for all purposes.

**1.5 Evaluation Process**

University will select the successful Professional by using the evaluation process described in this Section. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of the successful Professional.

University will open the HSP Envelope provided by Professional prior to opening Professional’s proposal in order to ensure that Professional has provided the number of completed and signed originals of Professional’s HUB Subcontracting Plan (“HSP”) that are required by this RFQ (ref. **Section 2.5.3** of the RFQ.) All proposals provided by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFQ will be opened publicly to identify the name of each Professional providing a proposal. Any proposals that are not provided by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFQ will be rejected by University as non-responsive due to material failure to comply with advertised specifications.

After the opening of the proposals and upon completion of the initial review and evaluation of the submissions, University may invite one or more selected Professionals to participate in oral presentations. University will identify Professional that is most highly qualified on the basis of demonstrated competence and qualifications.

Once the successful Professional has been selected, University will attempt to negotiate the Agreement with the most highly qualified Professional at a fair and reasonable price. If the Agreement cannot be negotiated with the most highly qualified Professional, University will formally end negotiations with that Professional; select the next most highly qualified Professional; and attempt to negotiate the Agreement with that Professional at a fair and reasonable price. University will continue this process until the Agreement is successfully negotiated with the successful Professional.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFQ with one or more Professionals, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Professional is hereby notified that University will maintain in its files concerning this RFQ a written record of the basis upon which a selection, if any, is made by University.

**1.6 Professional's Acceptance of Evaluation Methodology**

By providing a proposal, Professional acknowledges (1) Professional's acceptance of [a] the Submission of Qualification Evaluation Process (ref. **Section 1.5** of **APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFQ), [c] the Specifications and Additional Questions (ref. **Section 5** of this RFQ), [d] the terms and conditions of the Agreement (ref. **APPENDIX TWO**), and [e] all other requirements and specifications set forth in this RFQ; and (2) Professional's recognition that some subjective judgments must be made by University during this RFQ process.

**1.7 Solicitation for Submission of Qualification and Preparation Costs**

Professional understands and agrees that (1) this RFQ is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFQ; (2) University issues this RFQ predicated on University’s anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Professional will bear, as its sole risk and responsibility, any cost that arises from Professional’s preparation of a proposal in response to this RFQ.

**1.8 Submission of Qualification Requirements and General Instructions**

1.8.1 Professional should carefully read the information contained in this RFQ and provide a complete proposal in response to all requirements and questions as directed.

1.8.2 Submissions of qualification and any other information provided by Professional in response to this RFQ will become the property of University.

1.8.3 University will not provide compensation to Professional for any expenses incurred by Professional for proposal preparation or for demonstrations or oral presentations that may be made by Professional. Professional provides its proposal at its own risk and expense.

1.8.4 Submissions of qualification that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFQ in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University’s sole discretion.

1.8.5 Submissions of qualification should be prepared simply and economically, providing a straightforward, concise description of Professional's ability to meet the requirements and specifications of this RFQ. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFQ.

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFQ. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFQ or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Professional concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University’s sole discretion. Representations made by Professional within its proposal will be binding on Professional.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFQ may be rejected by University, in University’s sole discretion.

**1.9 Preparation and Submittal Instructions**

1.9.1 Specifications and Additional Questions

Submissions of qualification must include responses to the questions and requests for additional information in Specifications and Additional Questions (ref. **Section 5** ofthis RFQ). Professional should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Professional should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Professional should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Professional must complete, sign and return the attached Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) as part of its proposal. The Execution of Offer must be signed by a representative of Professional duly authorized to bind Professional to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Delivery Schedule

Professional must complete and return the Delivery Schedule (ref. **Section 6** ofthis RFQ), as part of its proposal.

In the Delivery Schedule, Professional should describe each significant phase in the process of providing the Services to University, and the time period within which Professional proposes to be able to complete each such phase.

1.9.4 Professional’s General Questionnaire

Submissions of qualification must include responses to the questions in Professional’s General Questionnaire (ref. **Section 3** of **APPENDIX ONE).** Professional should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Professional should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Professional should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist

Professional should acknowledge all Addenda to this RFQ (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 4** of **APPENDIX ONE**) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission

Professional should provide all proposal materials enclosed in a sealed envelope, box, or container. The RFQ No. (ref. **Section 1.3** of this RFQ) and the Submittal Deadline (ref. **Section 2.1** of this RFQ) should be clearly shown in the lower left‑hand corner on the top surface of the container. In addition, the name and the return address of Professional should be clearly visible.

Professional must also provide the number of originals of the HUB Subcontracting Plan (“HSP”) as required by this RFQ (ref. **Section 2.5** of the RFQ.)

Upon Professional’s request and at Professional’s expense, University will return to Professional its proposal received after the Submittal Deadline if the proposal is properly identified. University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFQ.

University will not accept proposals provided by telephone, proposals provided by Facsimile (“**FAX**”) transmission, or proposals provided by electronic transmission (i.e., e-mail) in response to this RFQ.

Except as otherwise provided in this RFQ, no proposal may be changed, amended, or modified after it has been provided to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which will be based on Professional's submittal of a written explanation and documentation evidencing a reason acceptable to University, in University’s sole discretion.

By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**) and providing a proposal, Professional certifies that any terms, conditions, or documents attached to or referenced in its proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFQ and (b) do not place any requirements on University that are not set forth in this RFQ or in the Appendices to this RFQ. Professional further certifies that providing a proposal is Professional's good faith intent to enter into the Agreement with University as specified herein and that such intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Professional’s proposal.

1.9.7 Page Size, Binders, and Dividers

Submissions of qualification must be typed on letter-size (8-1/2” x 11”) paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

1.9.8 Table of Contents

Submissions of qualification must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFQ, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If Professional includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

1.9.9 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

**SECTION 2**

**Execution of Offer**

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

**2.1** By signature hereon, Professional represents and warrants the following:

2.1.1 Professional acknowledges and agrees that (1) this RFQ is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Professional in response to this RFQ will not create a contract between University and Professional; (3) University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFQ; and (4) Professional will bear, as its sole risk and responsibility, any cost arising from Professional’s preparation of a response to this RFQ.

2.1.2 Professional is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.3 Professional has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.4 Professional is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

2.1.5 Professional understands (i) the requirements and specifications set forth in this RFQ and (ii) the terms and conditions set forth in the Agreement under which Professional will be required to operate.

2.1.6 If selected by University, Professional will not delegate any of its duties or responsibilities under this RFQ or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.7 If selected by University, Professional will maintain any insurance coverage as required by the Agreement during the term thereof.

2.1.8 All statements, information and representations prepared and provided in response to this RFQ are current, complete, true and accurate. Professional acknowledges that University will rely on such statements, information and representations in selecting the successful Professional. If selected by University, Professional will notify University immediately of any material change in any matters with regard to which Professional has made a statement or representation or provided information.

2.1.9 Professional will defend with counsel approved by University, indemnify, and hold harmless University, The University of Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Professional or any agent, employee, subcontractor, or supplier of Professional in the execution or performance of any contract or agreement resulting from this RFQ.

2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Professional under any contract or agreement resulting from this RFQ may be applied directly to any debt or delinquency that Professional owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

**2.2** By signature hereon, Professional offers and agrees to furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFQ.

**2.3** By signature hereon, Professional affirms that it has not given or offered to give, nor does Professional 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 Professional’s proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void Professional’s proposal or any resulting contracts, and Professional may be removed from all proposal lists at University.

**2.4** By signature hereon, Professional certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Professional is exempt from the payment of those taxes, or that Professional is an out‑of‑state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting contract or agreement.

**2.5** By signature hereon, Professional hereby certifies that neither Professional nor any firm, corporation, partnership or institution represented by Professional, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

**2.6** By signature hereon, Professional certifies that the individual signing this document and the documents made a part of this RFQ, is authorized to sign such documents on behalf of Professional and to bind Professional under any agreements and other contractual arrangements that may result from Professional’s proposal.

**2.7** By signature hereon, Professional certifies as follows:

"Under Section 231.006, *Family Code,* relating to child support, Professional certifies that the individual or business entity named in Professional’s proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFQ may be terminated if this certification is inaccurate."

**2.8** By signature hereon, Professional certifies that (i) no relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Professional that is a sole proprietorship, the officers or directors of any Professional that is a corporation, the partners of any Professional that is a partnership, the joint venturers of any Professional that is a joint venture or the members or managers of any Professional that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Professional has not been an employee of any component institution of The University of Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Professional’s proposal or any contract resulting from this RFQ (ref. Section 669.003, *Government Code*). All disclosures by Professional in connection with this certification will be subject to administrative review and approval before University enters into a contract or agreement with Professional.

**2.9** By signature hereon, Professional certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

**2.10** By signature hereon, Professional represents and warrants that all products and services offered to University 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 the *Texas Hazard Communication Act*, Chapter 502, *Health and Safety Code*, and all related regulations in effect or proposed as of the date of this RFQ.

**2.11** Professional will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Professional.

**2.12 Professional should complete the following information:**

If Professional is a Corporation, then State of Incorporation:

If Professional is a Corporation then Professional’s Corporate Charter Number:  \_\_\_\_\_\_

RFQ No.: \_\_\_\_\_\_\_

**NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections 552.021 and 552.023, *Government Code*, individuals are entitled to receive and review such information. Under Section 559.004, *Government Code*, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.**

**Submitted and Certified By:**

(Professional Institution’s Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Professional’s Street Address)

(City, State, Zip Code)

(Telephone Number)

(FAX Number)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Email Address)

**SECTION 3**

**NOT USED**

**SECTION 4**

**ADDENDA CHECKLIST**

**Submission of Qualification of:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Professional Company Name)

**To:** The University of Texas Health Science Center at Houston

**Ref.:** Architectural Services related to the

**RFQ No.:**  744-1414

Ladies and Gentlemen:

The undersigned Professional hereby acknowledges receipt of the following Addenda to the captioned RFQ (initial if applicable).

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

Respectfully submitted,

**Professional:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**By:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Authorized Signature for Professional)

**Name:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Title:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX TWO

sample Agreement

APPENDIX THREE

HUB SUBCONTRACTING PLAN