



SMALL BUSINESS OPPORTUNITY

The University of Texas System invites your company to review and respond to the following Request for Proposal (RFP) opportunity.

- **RFP # 302-1613 • Research and Operations Center West Phase II**
 - **Pre-Proposal Conf: January 28, 2026 @ 2:00 PM (CDT)**
 - **Proposal Due Date: February 19, 2026 @ 2:30 PM (CDT)**

Research and Operations Center West Phase II will mirror the approximately +/-30,000 gross square foot Phase I facility as a metal building, including the finish-out of offices, a break area, workroom, restrooms, and infrastructure for the future finish-out of lab spaces. Laboratory spaces will be constructed as shell space to be completed at a later date as researchers are assigned, which is currently planned as a separate phase. UTD intends to leverage the design and planning efforts from Phase I to achieve significant cost and schedule efficiencies, as timely delivery of research space is a high priority.

The Preliminary Project Cost (PPC) for this Project is \$21,000,000. The PPC includes an overall Construction Manager's Budget Limitation of \$13,550,000.

Project has a **1%** VetHUB participation goal.

All interested vendors, not currently registered, are recommended to sign-up ([UT%20System%20OCP%20Business%20Opportunities]https://apps.utsystem.edu/SPO/DisplaySPO.aspx).

All questions must be sent by [Anthony Calabrese, Sr. Vice President - Project Control](#).

Thank you.

Contact University of Texas at Dallas HUB Team should you have general questions at reginald.cleveland@utdallas.edu.

The University of Texas at Dallas
800 W. Campbell Road, Richardson, Texas 75080

www.utdallas.edu

REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGER-AT-RISK

The University of Texas at Dallas
Research and Operations Center West Phase II
RFP No.: 302-1613

February 10th, 2026



Prepared By:
Anthony Calabrese, Senior Vice President, Project Control, on behalf of
The University of Texas System
Office of Capital Projects
210 West 7th Street
Austin, TX 78701
(512)499-4200
Email: acalabrese@projectcontrol.com

TABLE OF CONTENTS

Section 1 - General Information & Requirements		3.2	Respondent’s Pre-Construction Phase Services for this Project
1.1	General Information		
1.2	Public Information	3.3	Respondent’s Construction Phase Services and Project Execution Plan for this Project
1.3	Type of Contract		
1.4	Clarifications and Interpretations	3.4	Respondent’s Qualifications and Past Performance on Representative CM-R Projects
1.5	Submission of Proposal		
1.6	Point-Of-Contact	3.5	Respondent’s Past Performance on U.T. System Projects
1.7	Evaluation of Proposal		
1.8	Owner’s Reservation of Rights	3.6	Respondent’s Estimating and Cost Control Measures for this Project
1.9	Acceptance of Evaluation Methodology	3.7	Respondent’s Project Planning and Scheduling for this Project
1.10	No Reimbursement for Costs		
1.11	Pre-Submittal Conference	3.8	Respondent’s Quality Control and Commissioning Program for this Project
1.12	Eligible Respondents		
1.13	Historically Underutilized Business Submittal Requirements	3.9	Respondent’s General Understanding of the U.T. System CM-R Agreement
1.14	Certain Proposals and Contracts Prohibited	3.10	Respondent’s Job Site Safety Program for this Project
1.15	Sales and Use Taxes	3.11	Respondent’s Warranty and Service Support Program for this Project
1.16	Certification of Franchise Tax Status		
1.17	Required Notices of Worker’s Compensation Insurance Coverage	3.12	Execution of Offer
1.18	Prevailing Wage Rate Determination	3.13	Respondent’s Pricing and Delivery Proposal
1.19	Delinquency in Paying Child Support		
Section 2 - Executive Summary		Section 4 - Format for Proposals	
2.1	Historical Background	4.1	General Instructions
2.2	Mission Statement	4.2	Page Size, Binding, Dividers and Tabs
2.3	Project Description, Scope and Budget	4.3	Table of Contents
2.4	Facility Program	4.4	Pagination
2.5	Project Planning Schedule	Section 5 - Attachments to the RFP	
2.6	Owner’s Special Conditions	5.1	Agreement Between the Board of Regents, The University of Texas System, Owner, and Construction Management at Risk with associated Exhibits
Section 3 - Requirements for Proposal			
3.1	Respondent’s Statement of Qualifications and Availability to Undertake the Project		

REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGER-AT-RISK
THE UNIVERSITY OF TEXAS AT DALLAS
Research and Operations Center West Phase II
RFP No.: 302-1613

SECTION 1 – GENERAL INFORMATION & REQUIREMENTS

- 1.1 **GENERAL INFORMATION:** The University of Texas System (“Owner”) and The University of Texas at Dallas are soliciting proposals (“Proposals”) for selection of a Construction Manager at Risk firm for the ***302-1613 Research and Operations Center West Phase Two*** (“Project”), in accordance with the terms, conditions, and requirements set forth in this Request for Proposals.
- 1.1.1 This Request for Proposals (“RFP”) is the first step in a two-step process for selecting a Construction Manager at Risk firm for the Project as provided by Texas Education Code §51.782(e). The RFP provides the information necessary to prepare and submit Proposals including fee proposals and general conditions prices. The Owner will rank the Proposals in the order that they provide the “best value” for the Owner based on the published selection criteria and on the ranking evaluations.
- 1.1.2 In the second step of the process, Interviews, the “most” qualified respondents will be requested to attend an interview with the Owner to confirm their Proposal and answer additional questions. The Owner will then rank the remaining “most” qualified respondents in order to identify a “best value” to the Owner.
- 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.
- 1.2.1 The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.
- 1.3 **TYPE OF CONTRACT:** Any contract resulting from this solicitation will be in the form of the Owner’s Standard Construction Management at Risk Agreement, a copy of which is attached to this RFP.
- 1.4 **CLARIFICATIONS AND INTERPRETATIONS:** Any clarifications or interpretations of this RFP that materially affect or change its requirements will be posted by the Owner as an addendum on the Office of Capital Projects (OCP) web site (<http://www.utsystem.edu/fpc>). It is the responsibility of all respondents to obtain this information in a timely manner. All such addenda issued by the Owner before the proposals are due as part of the RFP, and respondents shall acknowledge receipt of and incorporate each addendum in its Proposals.
- 1.4.1 Respondents shall consider only those clarifications and interpretations that the Owner issues by addenda five (5) days prior to the submittal deadline shall be considered by respondents. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Proposals.

1.5 SUBMISSION OF PROPOSALS:

- 1.5.1 DEADLINE AND LOCATION: The Owner will receive Proposals at the time and location described below.

February 10th, 2026 at 2:30 pm local time

- 1.5.2 OCP will only accept Qualifications and HUB Subcontracting Plans (HSP's) electronically. OCP will receive qualifications until February 6th, 2026 at 2:30 PM local time via One Drive Link:

<https://tinyurl.com/2eccj5t3> Please be aware that these files may be printed by the Owner.

Please limit your file size to 15 GB per file and follow File Naming Protocol as under:

- File Name: CompanyName_RFP_Response
- For First Name: First Name of Respondent's Contact Person
- For Last Name: Last Name of Respondent's Contact Person.

Please do not use these characters in the file name ~ " # % & * : < > ? / \ { | }.

If any file cannot be successfully uploaded on first attempt, try again. If there is a system error on second attempt, contact the Point-of-Contact identified in Section 1.6 of this RFP

Qualifications shall be addressed to the Point-of-Contact identified in 1.6 of this RFP. Any Qualification posted to the link above after the deadline will not be accepted. The Respondents may verify receipt of submissions by reaching out to the Point-of-Contact in 1.6 of this RFP. During these forthcoming electronic RFP submissions, The University of Texas System cannot be held responsible for all possible contingencies. In the event the Respondent has any issues with connectivity and/or technology, The University of Texas System reserves the right to proceed with the selection of an Construction Manager at Risk Contractor.

After the HSP's are received (refer to 1.5.3) and deemed responsive by the University of Texas System, then all properly submitted Qualifications will be considered.

- 1.5.3 Submit one (1) electronic copy to the One Drive or other media upload site Link noted in 1.5.2 and one (1) electronic pdf copy via email to utconsthsp@utsystem.edu of the HUB Subcontracting Plan (HSP) as separate attachments to the Proposals as described in Section 5.1.8.
- 1.5.4 Late received Proposals will be returned to the Respondent unopened.
- 1.5.5 The Owner will not acknowledge or receive Proposals that are delivered by telephone or facsimile (fax).
- 1.5.6 Properly submitted Proposals will not be returned to Respondents.
- 1.5.7 Properly submitted Proposals will be opened publicly and the names of the Respondents and Proposal Information will be read aloud via Microsoft Teams which will be scheduled following confirmation that Proposals have been properly submitted.

- 1.6 POINT-OF-CONTACT: The Owner designates the following person, as it's representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.

Anthony Calabrese, Senior Vice President, Project Control on behalf of OCP
The University of Texas System
Office of Capital Projects
2920 Facilities Way
Richardson, TX 75080
Phone: (210)545-0008
e-mail: acalabrese@projectcontrol.com

- 1.7 EVALUATION OF PROPOSAL: The evaluation of the Proposals shall be based on the requirements described in this RFP and on the Respondent's actual Pre-Construction Phase Fee, Construction Phase Fee, General Conditions and other requirements as described in this RFP. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner. The top five or fewer ranked respondents may be selected by the Owner to participate in step two of the selection process.
- 1.8 OWNER'S RESERVATION OF RIGHTS: The Owner may evaluate the Proposals 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 Proposals and re-solicit for new Proposals, or to reject any and all Proposals 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 RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- 1.9 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Proposal in response to this RFP, respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" firm will require subjective judgments by the Owner.
- 1.10 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP shall be at the sole risk and responsibility of the respondent.
- 1.11 PRE-SUBMITTAL CONFERENCE: A pre-submittal conference will be held at the time and location described below.

January 28th, 2026 at 2:00 PM local time The University of Texas at Dallas Facilities Management Offices, FM - Training Room [1.502]

- 1.11.1 A guided tour of the existing Research and Operations Center Phase I will be included as a part of the conference agenda. This may be the only opportunity for potential respondents to view the Project site(s) before the submittal of Proposals. Attendance at the pre-submittal conference is optional.
- 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 Proposal.

- 1.13 HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS: It is the policy of The University of Texas System, and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Office of Capital Projects (OCP) has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses (See attached). The Policy applies to all contracts with an expected value of \$100,000 or more. If OCP determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Qualifications. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Qualifications. Proposers that fail to submit the HSP will be considered non-responsive to this RFP as required by §2161.252, Government Code.
- 1.13.1 STATEMENT OF PROBABILITY: The University of Texas System, Office of Capital Projects, has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the Respondent's Qualifications. The Respondent shall develop and administer a HSP as a part of the Respondent's Qualifications in accordance with the OCP Policy on Utilization of Historically Underutilized Businesses (HUB), Exhibit H.
- 1.13.2 Refer to Section 5, Exhibit H, Policy on Utilization, Historically Underutilized Business (attached) and the Summary of Requirements for a detailed list of attachments required with the Qualifications.
- 1.13.3 The "Statement of Probability" determines the probability for subcontracting opportunities. This determination will clarify which attachments, detailed in Figure 1, will be required to be completed and returned.
- 1.14 CERTAIN PROPOSALS AND CONTRACTS PROHIBITED: Under Section 2155.004, Texas Government Code, a state agency may not accept a proposal or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the proposal or contract is based. All vendors must certify their eligibility by acknowledging the following statement, "Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate." If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded as described above, the state agency may immediately terminate the contract without further obligation to the vendor. This section does not create a cause of action to contest a proposal or award of a state contract.
- 1.15 SALES AND USE TAXES: Section 151.311, Tax Code, as amended effective October 1, 1993, permits the purchase free of state sales and use taxes of tangible personal property to be incorporated into realty in the performance of a contract for an improvement to realty for certain exempt entities that include The University of Texas System. 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 (H.B. 175, Acts 70th Leg. R.S., 1987, Ch. 283, p. 3242). The contractor agrees that each subcontractor and supplier under contract will also provide a certification of franchise tax status.
- 1.17 REQUIRED NOTICES OF WORKERS' COMPENSATION INSURANCE COVERAGE: The Texas Workers' Compensation Commission has adopted a new rule, 28 TAC, sec. 110.110, relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES. The rule applies to all building or construction contracts advertised for bid on or after September 1, 1994. 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 Article 6 of the Uniform General Conditions.
- 1.18 PREVAILING WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law will be administered in accordance with the policies and procedures set forth in the U. T. System document, entitled "Prevailing Wage Guidelines." A copy is attached to the Special Conditions. 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.
- 1.19 DELINQUENCY IN PAYING CHILD SUPPORT: Under Section 231.006, 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.
- 1.20 CERTIFICATION REQUIRED BY TEXAS GOVERNOR EXECUTIVE ORDER GA-48: Pursuant to Executive Order GA-48 of the Governor of Texas effective November 19, 2024, Contractor certifies that it and, if applicable, any of its holding companies or subsidiaries, is not:
- a. Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
 - b. Listed in Section 1260H of the 2021 NDAA; or
 - c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
 - d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

[NOTE: Executive Order GA 48 states that a public institution of higher education cannot enter into a new contract, contract extension, or contract renewal for a good or service with any company that meets any of the above-listed criteria. However, if the public institution of higher education can sufficiently demonstrate that (a) the good or service is necessary for the institution of higher education to fulfill a core function that directly benefits Texans and (b) the good or service can only be provided by an entity that meets one of the above-listed criteria, then the public institution of higher education may enter into a new contract, contract renewal, or contract extension with such an entity for no more than one year from November 19, 2024, and never thereafter.]

SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND:

The University of Texas at Dallas was created in 1969 on the foundation of the Graduate Research Center of the Southwest, a center for advanced studies established in 1961 by the founders of Texas Instruments. The University grew in a top-down manner, first offering doctoral and master's degrees, and then accepting junior and senior undergraduate students in 1976. U. T. Dallas was expanded in 1990 to enroll freshman and sophomore students.

U. T. Dallas has two parallel missions: a mandate to achieve preeminence in undergraduate math, science and engineering education in north Texas, as well as continuing its traditional role of providing ongoing professional education to local adult students. As the student population of U. T. Dallas expands (currently approximately 29,500), the campus is changing to meet student needs. Many U. T. Dallas students are married, have a family, and work full time. More than 30 percent are graduate students.

Academics are an integral part of the institution's heritage. Beginning with space sciences, geosciences, and biological sciences at U. T. Dallas' predecessor institution, the Southwest Center for Advanced Studies, the University has extended its research program into the arts and humanities, engineering and computer science, general studies, human development, management, natural sciences and mathematics, and social sciences. Freshman admission standards, set by the State Legislature, are among the highest in the U. T. System as U. T. Dallas continues to stress a rigorous and demanding curriculum for all of its students.

2.2 MISSION STATEMENT:

The University of Texas at Dallas provides the State of Texas and the nation with excellent, innovative education and research. The University is committed to graduating well-rounded members of the global community whose education has prepared them for rewarding lives and productive careers in a constantly changing world; to continually improving educational and research programs in the humanities, arts, sciences, engineering and management; and to assisting the commercialization of intellectual capital generated by students, staff and faculty.

2.3 PROJECT DESCRIPTION, SCOPE AND BUDGET:

Research and Operations Center West Phase II will mirror the approximately +/-30,000 gross square foot Phase I facility as a metal building, including the finish-out of offices, a break area, workroom, restrooms, and infrastructure for the future finish-out of lab spaces. Laboratory spaces will be constructed as shell space to be completed at a later date as researchers are assigned, which is currently planned as a separate phase. UTD intends to leverage the design and planning efforts from Phase I to achieve significant cost and schedule efficiencies, as timely delivery of research space is a high priority.

The Preliminary Project Cost (PPC) for this Project is \$21,000,000. The PPC includes an overall Construction Manager's Budget Limitation of \$13,550,000. Advanced "Make Ready" packages immediately after execution of a GMP with the Construction Manager at Risk are to be expected. Anticipated Issue for Construction "Make Ready" packages include site demolition, site preparation, infrastructure improvements, and below-grade/at-grade structural systems. All remaining Issue for Construction Documents will be referenced as "Project Completion".

Fees, furnishings, equipment, other work, miscellaneous expenses, and contingencies make up the balance of the PPC.

2.4 FACILITY PROGRAM: Intentionally Omitted.

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

- Owner receives Request For Proposals Refer to Section 1.5
- Owner conducts Pre-Submittal Conference Refer to Section 1.11
- Owner interviews Respondents (if applicable) 03/04/2026
- Owner executes Agreement 04/13/2026
- Owner receives Program/OPR 02/17/2026
- Owner Design Development Documents 03/27/2026
- Owner receives 100% Construction Documents 06/12/2026
- Owner receives Issue for Construction Documents 08/05/2026
- Owner receives Guaranteed Maximum Price Proposal for Approval 06/12/2026
- Owner issues Notice to Proceed for Construction 07/13/2026
- Substantial Completion (W/Float) 04/28/2027
- Final Substantial Completion 05/28/2027

2.6 OWNER'S SPECIAL CONDITIONS: The Owner requires full compliance with specification Division 0: Contract Requirements and Division 1: General Requirements. These specifications shall be a part of the Agreement (attached).

SECTION 3 – REQUIREMENTS FOR PROPOSAL

Respondents shall carefully read the information contained in the following criteria and submit a complete response to all questions in Section 3 formatted as directed in Section 4. Incomplete responses will be considered non-responsive.

3.1 CRITERIA ONE: RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT (Maximum of two (2) printed pages per question)

- 3.1.1 Provide a statement of interest for the Project including a narrative describing the respondent's unique qualifications as they pertain to this particular Project.
- 3.1.2 Provide a statement on the availability and commitment of the respondent, its principal(s) and assigned professionals to undertake the Project.
- 3.1.3 Provide the Respondent's day to day contact information for this procurement opportunity. Include full name, business title, email address, and telephone number.

3.2 CRITERIA TWO: RESPONDENT'S PRE-CONSTRUCTION PHASE SERVICES FOR THIS PROJECT

- 3.2.1 Describe your Construction Management and Execution Plan for providing Pre-Construction Phase Services required for this Project.

- 3.2.2 Confirm in graphic form the proposed Project assignments, lines of authority and communication for each member and the estimated percent of time these individuals will be involved in this Project for Pre-Construction Services.
- 3.2.3 Describe what you perceive are the critical Pre-Construction issues for this Project?
- 3.2.4 The Owner expects your Constructability Program to maintain the project budget without sacrificing quality, eliminate scope gaps and resolve discrepancies as well as assist in the development of prudent design solutions. Describe how your Constructability Program will meet these expectations and be reported in the form of reoccurring deliverables to the Owner and the Design Teams and their consultants during the Project.
- 3.2.5 If the Construction Manager at Risk can demonstrate and if Owner determines it advantageous to the Project, the Owner may consider allowing the Construction Manager at Risk to award sub-contracts prior to completion of Issue for Construction Documents. If allowed by the Owner what sub-contractors / trades would you propose for early award packages and at what stages of document completion? How would you ensure the Project, nor the Owner are being exposed to unnecessary risk and budgets being sacrificed?

3.3 CRITERIA THREE: RESPONDENT'S CONSTRUCTION PHASE SERVICES AND PROJECT EXECUTION PLAN FOR THIS PROJECT

- 3.3.1 Describe your Construction Management and Execution Plan for providing Construction Phase Services required for this Project.
- 3.3.2 Confirm in graphic form the proposed Project assignments, lines of authority and communication for each member and the estimated percent of time these individuals will be involved in this Project for Construction Services.
- 3.3.3 Describe what you perceive are the critical construction issues for this Project?
- 3.3.4 Describe your ability and desire to self-perform work on this Project, and the method for determining yourself as the "best value" through a competitive proposal process that complies with the Agreement Between Owner and Construction Manager at Risk.
- 3.3.5 Describe your approach for mitigating noise, vibration, dust, fume, and odor transmission into adjacent occupied spaces, floors, facilities, buildings, and properties.
- 3.3.6 Describe your approach to containing storm water run-off and meeting the regulatory requirements of the Texas Commission on Environmental Quality's (TCEQ) Texas Pollutant Discharge Elimination System (TPDES) General Construction Permit No. TXR150000 and The University of Texas System's Storm Water Pollution Prevention Program for projects that will disturb land.
- 3.3.7 Describe your approach to prevent tracking of soil materials beyond the limits of construction, especially onto roads, drives and sidewalks and how you will immediately clean up such tracking instances when they occur.
- 3.3.8 Describe your approach to pre-planning and coordinating inspections and approvals with the Owner's work force and consultants.

- 3.3.9 Describe your approach to pre-planning and coordinating inspections and approvals with the Owner's work force/consultants and other AHJ entities, including but not limited to, Texas Department of Licensing and Regulation regarding conveying systems and TAS inspections, State Fire Marshall regarding fire / life safety systems, etc.
- 3.3.10 Provide the name of the Project Management System you will utilize for construction, as required by the Owner's Special Conditions.
- 3.3.11 Provide any other details regarding special services, products, advantages, or other benefits offered to the Owner by the Respondent that are included as part of this Proposal. If any of the special services, products, advantages, or other benefits are in "addition to" clearly state which items are an additional service to the Proposal.

3.4 CRITERIA FOUR: RESPONDENT'S QUALIFICATIONS AND PAST PERFORMANCE ON REPRESENTATIVE CM-R PROJECTS

- 3.4.1 Describe your management philosophy for the Construction Manager at Risk construction delivery method.
- 3.4.2 Provide resumes of the Construction Manager at Risk team for Pre-Construction and Construction Services that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, and their city(s) of residence.
- 3.4.3 Identify and describe the proposed Team's past experience for providing Construction Manager at Risk Services that are MOST RELATED TO THIS PROJECT within the last five (5) years. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Final construction cost
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)
- Actual Notice To Proceed for Pre-Construction Services
- Actual Notice To Proceed, Substantial Completion, and Final Payment dates for Construction Services
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Name of Project Superintendent (individual responsible for coordinating the day to day work)
- Names of Mechanical, Plumbing and Electrical subcontractors

References (for each project listed above, identify the following):

- 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
- Architect/Engineer's name and representative who served as the day-to-day liaison during the construction phase of the project, including telephone number
- 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 RFP process.

- 3.4.4 Identify any consultants that are included as part of the proposed team, their role related experience for this Project. List projects for which the consultant(s) has worked with the respondent.

3.5 CRITERIA FIVE: RESPONDENT'S PAST PERFORMANCE ON U.T. SYSTEM PROJECTS

- 3.5.1 Identify and describe the proposed Team's past experience for providing Construction Management at Risk Services on University of Texas System projects within the last five (5) years.

If the respondent has not previously provided Construction Manager at Risk services for The University of Texas System, then identify and describe the respondent's past performance on Construction Manager at Risk projects for "major" institutions of higher education (or similar) within the last five (5) years.

In either case above, provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Final construction cost
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)
- Actual Notice To Proceed for Pre-Construction Services
- Actual Notice To Proceed, Substantial Completion, and Final Payment dates for Construction Services
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Name of Project Superintendent (individual responsible for coordinating the day to day work)
- Names of Mechanical, Plumbing and Electrical subcontractors

3.6 CRITERIA SIX: RESPONDENT'S ESTIMATING AND COST CONTROL MEASURES FOR THIS PROJECT

- 3.6.1 Identify the proposed Pre-Construction and Construction Phase Services cost estimating resources (i.e., hardware, software etc.) to be used on this Project.
- 3.6.2 The Owner requires that the Construction Manager at Risk to provide continuous cost estimating throughout the project, with the ability to provide the Owner with the current anticipated project costs at any point during the design phases of the project, not just at the end of each phase. Describe your cost estimating approach and reporting methods to achieve this criteria.
- 3.6.3 Describe how you will work collaboratively with the Project Architect / Engineer and their consultants to reconcile construction cost estimates and report the efforts of the reconciliation process to the Owner.

- 3.6.4 Describe your plans and processes for vetting potential Change Proposals for legitimacy, contractual compliance, accuracy, and timeliness prior to notifying the Owner of the potential change and subsequently presenting Change Proposals for Owner review.
- 3.6.5 Describe your philosophy regarding Payment and Performance bonds required by the Owner on this project, and the bonds your firm requires of subcontractors.

3.7 CRITERIA SEVEN: RESPONDENT'S PROJECT PLANNING AND SCHEDULING FOR THIS PROJECT

- 3.7.1 Identify the specific resources (i.e., hardware, software, etc.) to be used on this Project with respect to Owner's Project Planning and Scheduling Specification Section 01 32 00.
- 3.7.2 Provide a Primavera CPM Milestone schedule for this Project as described in Owner Project Planning and Scheduling Specification Section 01 32 00 using the Project Planning Schedule identify specific critical process, phases, milestones, approvals, and procurements anticipated. Clearly identify the 10% Total Project Float required during the Construction Phase. State your commitment to this schedule. These items shall be provided in an Appendix and will not count towards the maximum page count.
- 3.7.3 Identify the schedule assumptions that are included in your CPM schedule submitted for this Project.
- 3.7.4 Understanding the Owner's Project Planning and Scheduling Specification Section 01 32 00 describe your philosophy regarding establishment and use of Total Project Float for this Project to achieve the Owner's required Substantial Completion date.
- 3.7.5 Describe your plan for meeting or improving the Owner's proposed schedule for design and/or construction. If you propose to improve the schedule, describe any impact on quality of services, materials or workmanship that may occur.

3.8 CRITERIA EIGHT: RESPONDENT'S QUALITY CONTROL AND COMMISSIONING PROGRAM FOR THIS PROJECT

- 3.8.1 Describe how the Commissioning Coordinator on your staff will work in conjunction with the Owner's commissioning authority, Owner's inspectors, Owner's test and balance firm, Authorities Having Jurisdiction, and the Project's design team. \
- 3.8.2 Describe how your quality control team will measure the quality of construction and commissioning performed by all subcontractors as required by Owner Specification Sections 01 45 00 Project Quality Control and 01 91 00 General Commissioning Requirements and how will you address non-conforming work on this Project. Identify how you will document and report the deficiencies and deficiency resolution to the Owner prior to requesting the Owner's work forces or consultant's participation in inspections and testing of systems or development of punch lists.
- 3.8.3 Describe your implementation of a quality control process for this Project during the Design Development stage through completion of Construction Documents stage.
- 3.8.4 Describe how and when you will implement the Owner's Commissioning Specification 01 91 00 and Project Closeout Procedures Specification 01 77 00 on this Project.

- 3.8.5 Describe how you intend to create, track, complete and close out punch lists for this Project. Further describe after you have created your punch list for this Project how you then intend to incorporate the punch lists subsequently created by the Project's design team and Owner's consultants and how those items are then closed out as complete by those respective parties.
- 3.8.6 Describe your understanding of the Owner's requirement for, Certification of No Asbestos Containing Materials or Work and identify how this will be managed on this Project.
- 3.8.7 Outline the process you intend to utilize during construction for continuously maintaining accurate, professionally drafted electronic As Built / Record Documents for turn over to the design team and the Owner.

3.9 CRITERIA NINE: RESPONDENT'S GENERAL UNDERSTANDING OF THE U.T. SYSTEM CM-R AGREEMENT

- 3.9.1 Identify any terms of the Agreement that you will ask to change before signing The U.T. System Construction Manager at Risk Agreement.
- 3.9.2 Provide a detailed list of all Pre-Construction Services and associated deliverables you will provide to the Owner and the Project Architect / Engineer and their consultants on this Project.
- 3.9.3 Provide a detailed list of all Construction Services and associated deliverables you will provide to the Owner and the Project Architect / Engineer and their consultants on this Project.
- 3.9.4 State your understanding of your obligations to pay trade contractors, suppliers, and vendors etc. on this Project.
- 3.9.5 Describe your understanding of the audit requirements.
- 3.9.6 Describe your understanding of the Agreement with respect to the Owner's responsibility for payment of the GMP line items and costs within those line items.
- 3.9.7 In response to CRITERIA 9 of this RFP clearly identify any scope you have excluded from the Allowable General Conditions Line Items as provided for in the Agreement Between Owner and Construction Manager-At-Risk, Exhibit "C" and state the reason for each item's exclusion.

3.10 CRITERIA TEN: RESPONDENT'S JOB SITE SAFETY PROGRAM FOR THIS PROJECT

The vision of the University of Texas System and this Institution is to prevent workplace injuries / incidents on all construction projects. We consider this a core value within our organization and attach maximum importance to this Criteria in the evaluation.

***** Note: Criteria Three shall be developed solely by the Respondent's Corporate Safety Officer / Director and at the end of Criteria Three attest to the responses by signature. Your response to this criterion will be reviewed by the Owner's representatives and The University of Texas System – Office of Risk Management Safety Professional.**

- 3.10.1 Briefly explain your firm's understanding of the UTS Project Safety Requirements 01 35 23 and indicate how your project safety program will align with the specification. * **Note – Generic statements such as "have read and understand the safety specification" or "will comply" are not acceptable responses.**

- 3.10.2 Briefly explain how your firm and specifically the Corporate Safety Officer / Director will ensure that project safety professional(s) will be vetted for building construction safety experience, continuing education, and past performance prior to proposing candidates to the Owner for Guaranteed Maximum Price inclusion in preparation of issuance of Notice to Proceed with Construction or anytime thereafter for the Project Safety Coordinator (PSC) and Project Safety Assistant (PSA) positions.
 - 3.10.3 Briefly explain how your firm and specifically your Corporate Safety Officer / Director will ensure that the onsite PSC and any PSA will have no other duties on the project except safety. Detail what safety administration duties will be provided by others and by whom.
 - 3.10.4 Briefly explain how your firm and specifically the Corporate Safety Officer / Director will ensure that the PSC and/or required number of PSAs will be onsite as indicated by the UTS Project Safety Requirements 01 35 23. Detail the process for and how backup replacements for the PSC and / or PSA(s) will be provided for scheduled time off and emergencies.
 - 3.10.5 Briefly explain your firm's and specifically the Corporate Safety Officer / Director's expectations for actual percentage of time spent in the field by the PSC and each PSA actively engaged in safety oversight of ongoing project work activities and workers.
 - 3.10.6 Briefly indicate how your firm and specifically the Corporate Safety Officer / Director will support the onsite PSC and PSA(s) when safety issues arise. Based on reporting line for the PSC, what level of corporate safety will periodically audit the project and how often? How often is it anticipated that the Corporate Safety Officer / Director will periodically audit the project?
 - 3.10.7 Provide the signature of the Respondent's Corporate Safety Officer / Director attesting to CRITERIA THREE responses.
- 3.11 CRITERIA ELEVEN: RESPONDENT'S WARRANTY AND SERVICE SUPPORT PROGRAM FOR THIS PROJECT
- 3.11.1 Describe your warranty service support philosophy and warranty service implementation plan for this Project.
 - 3.11.2 Describe how you will measure the quality of service provided to the Owner for this Project.
 - 3.11.3 State your understanding of the time allotted to promptly remedy defects once notified by the Owner.

3.12 CRITERIA TWELVE: 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.

- 3.12.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFP 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 RFP 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 RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.
- 3.12.2 By signature hereon, Respondent offers and agrees to furnish to the Owner the products and/or services more particularly described in its Qualifications, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- 3.12.3 By signature hereon, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Qualifications.
- 3.12.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 3.12.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Owner represented by the Respondent, or anyone acting for such firm, corporation, or institution 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, nor communicated directly or indirectly the Qualifications made to any competitor or any other person engaged in such line of business.
- 3.12.6 By signature hereon, Respondent represents and warrants that:
 - 3.12.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
 - 3.12.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

- 3.12.6.3 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;
 - 3.12.6.4 Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - 3.12.6.5 Respondent, if selected by the Owner, will maintain insurance as required by the Contract;
 - 3.12.6.6 All statements, information and representations prepared and submitted in response to this RFP 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.
- 3.12.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP 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.
- 3.12.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.
- 3.12.9 By signature hereon, Respondent certifies as follows:
- 3.12.9.1 "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."
 - 3.12.9.2 "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."
 - 3.12.9.3 "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."
- 3.12.10 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 any University of Texas component, or Respondent has not been an employee of any University of Texas component within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to the Owner entering into any contract with Respondent.

- 3.12.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 Texas Government Code).
- 3.12.12 Respondent represents and warrants that all articles and services quoted in response to this RFP 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.
- 3.12.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 3.12.14 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.
- 3.12.15 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.
- 3.12.16 By signature hereon, Respondent certifies that no member of the Board of Regents of The University of Texas System, or the Executive Officers of the University of Texas System or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

3.12.17 Execution of Offer: RFP No. **302-1613**

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

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% 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)

3.13 CRITERIA THIRTEEN: RESPONDENT’S PRICING AND DELIVERY PROPOSAL

Proposal of: _____
(Respondent’s Company Name)

To: Kevin Eltife, Chairman
 The Board of Regents
 The University of Texas System
 Austin, Texas

Project Name: ***Research and Operations Center West Phase II***

RFP No.: ***302-1613***

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

3.14.1 ESTABLISHMENT OF THE CONSTRUCTION MANAGER’S BUDGET LIMITATION: Using the attached Respondent’s Pricing and Delivery Breakdown excel file the CMR will establish an Construction Manager’s Budget Limitation (CMBL) which includes the Pre-Construction Phase Fee and the Construction Services Guaranteed Maximum Price Proposal.

3.14.2 RESPONDENT’S PRE-CONSTRUCTION PHASE FEE: The Respondent shall identify a Pre-Construction Phase Fee, pursuant to Article 5 of the Agreement.

Respondent’s Pre-Construction Phase Fee \$ _____

3.13.3 ESTABLISHMENT OF THE CONSTRUCTION COST LIMITATION: Using the attached Respondent’s Pricing and Delivery Breakdown to be completed by the Respondent and the Respondent’s Pre-Construction Phase Fee identified above, the Respondent shall identify the Construction Cost Limitation (CCL), pursuant to Article 3 of the Agreement. Respondent will utilize the Owner’s Construction Contingency and Owner’s Special Cash Allowance noted below in the Respondent’s Pricing and Delivery Breakdown:

Construction Manager’s Budget Limitation		\$ _____
	<i>(less)</i>	
Owner’s Construction Contingency		\$ 400,000
	<i>(less)</i>	
Owner’s Special Cash Allowance		\$ 0
	<i>(less)</i>	
Respondent’s Pre-Construction Phase Fee <i>(as identified above)</i>		\$ _____
	<i>(equals)</i>	
Respondent’s Construction Cost Limitation		\$ _____

3.13.4 RESPONDENT’S CONSTRUCTION PHASE FEE: Using the Respondent’s Pricing and Delivery Breakdown attachment to be completed by the Respondent, the Respondent shall identify a Construction Phase Fee percentage, pursuant to Article 14 of the Agreement:

Respondent’s Construction Phase Fee Percentage _____ %
(equals)

Respondent's Estimated Construction Phase Fee Amount
(percentage times the CCL above) \$ _____

3.13.5 RESPONDENT'S NOT-TO-EXCEED GENERAL CONDITIONS COSTS: Using the Project Planning Schedule included in Section 2.5, the Respondent shall identify a General Conditions not-to-exceed percentage and amount as defined by Article 13 and exhibit of the Agreement, the Uniform General Conditions, Owner's Special Conditions with Attachments and Owner Specification Sections 007316, 013100, 013200, 013523, 014500, 015723, 017700, 019100, 101416.11

Respondent's General Conditions Percentage _____ %
(equals)

Respondent's Estimated General Conditions (percentage times the CCL above) \$ _____

Total Construction Duration (Notice To Proceed for Construction to Final Completion as identified in Section 2.5) 11 months

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

Respondent shall complete and submit the Criteria 9 Pricing and Delivery Breakdown Spreadsheet as Appendix A to the Proposal.

3.13.7 ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

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

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

3.13.7.2 Respectfully Submitted and Certified By:

(Respondent's Printed Name)

(Title)

(Authorized Signature)

(Date)

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 RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.1.2 Electronically submitted qualifications shall be searchable .pdf and a MAXIMUM OF SIXTY (60) PRINTABLE PAGES. Minimum eleven (11) point font size shall be used. The cover, table of contents, HUB Subcontracting Plan (Section 1.13), and Execution of Offer do not count as printed pages. In addition, the Appendix item noted in 3.7.2.
- 4.1.3 Respondents shall carefully read the information contained in this RFP 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 RFP 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 RFP. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP 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 RFP. 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 Request for Qualifications may result in the rejection of the Qualifications.

4.2 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 4.2.1 Electronically submitted qualifications shall be capable of being printed by the Owner on letter-size (8-1/2" x 11") paper, portrait orientation.
- 4.2.2 Additional attachments shall NOT be included with the RFP. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFP will be used by the Owner for evaluation.
- 4.2.3 Separate and identify each criteria response to Section 3 of this RFQ by use of bookmarks in the.pdf file.

4.3 TABLE OF CONTENTS:

- 4.3.1 Submittals shall include a "Table of Contents" and give page numbers for each part the Qualifications

4.4 PAGINATION:

4.4.1 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 HUB Subcontracting Plan.

SECTION 5 - ATTACHMENTS TO THE RFQ

5.1 Agreement Between the Board of Regents, The University of Texas System, Owner, and Construction Management at Risk and Exhibits