



**REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**RFP730-25009 University of Houston Interior Renovation for the College of Liberal Arts and Social Sciences T2 Building #508**

<b>Issue Date</b>	<b>Thursday, January 23, 2025</b>
<b>Submission of Proposal and HSP Deadline</b>	<b>Monday, February 17, 2025, at 3:00 PM CT</b>
<b>Submittal Drop-off Location</b>	University of Houston – Technology Bridge Attn: Eric Shen 5000 Gulf Freeway Bldg. 1, Room 214 Houston, TX 77204-5015
<b>Bid Opening</b>	<b>Monday, February 17, 2025, at 3:00 PM CT</b>



## TABLE OF CONTENTS

SECTION 1 - INTRODUCTION.....	3
1.1 General.....	3
1.2 Project Description.....	3
1.3 Contract Form.....	3
1.4 Schedule.....	3
1.5 Access and Parking:.....	4
SECTION 2 - GENERAL INFORMATION AND REQUIREMENTS.....	4
2.1 Public Information.....	4
2.2 Historically Underutilized Businesses .....	4
2.3 Communication Restrictions .....	5
2.4 Pre-Proposal Conference and Site Visit .....	5
Visitor parking is at the Elgin Street Garage, information can be found at.....	5
2.5 Questions and Clarifications.....	5
2.6 Submission of Proposals .....	5
2.7 Owner's Reservation of Rights: .....	6
2.8 Acceptance of Evaluation Methodology.....	6
2.9 No Reimbursement of Respondents' Costs.....	6
2.10 Insurance Requirements.....	6
2.11 Prevailing Wage Rates.....	7
2.12 Corporate Partnerships and Sponsorships.....	8
2.13 Compliance with Certain State Contracting Requirements .....	8
SECTION 3 - SPECIFIC REQUIREMENTS OF REQUEST FOR PROPOSAL .....	10
3.1 Failure to Comply with Requirements.....	10
3.2 Submission, Content, and Format of Proposals.....	10
3.3 Execution of Offer.....	10
3.4 HUB Subcontracting Plan.....	10
3.5 Bonding Letter.....	11
3.6 Respondent's Credentials & Suitability to Contract.....	11
SECTION 4 - SELECTION AND RATING CRITERIA .....	12
4.1 Evaluation.....	12
4.2 Rating Criteria.....	12
4.3 Criterion One: Respondent's credentials and Cost and Delivery Proposal.....	12
4.4 Criterion Two: Respondent's qualifications and experience with a focus on interior .....	12
4.5 Criterion Three: Respondent's qualifications and experience of Proposed Construction Team .....	13
4.6 Criterion Four: Respondent's Construction and Execution Plan .....	13
4.7 Criterion Five: Respondent's project planning and scheduling .....	14
4.8 Criterion Six: Respondent's Safety Management Program .....	14
SECTION 5 – EXHIBITS .....	14

EXHIBITS	
A	Drawings and Specifications
B	Execution of Offer <b>*Required*</b>
C	HUB Subcontracting Plan and TIPS Sheet <b>*Required*</b>
D	Cost and Delivery Proposal <b>*Required*</b>
E	No Boycott Certifications
F	Texas Public Information Act <b>*Required*</b>
G	Corporate Response Form

## SECTION 1 - INTRODUCTION

**1.1 General.** In accordance with Texas Education Code, Section 51.783, the University of Houston (“*Owner*”) is soliciting competitive sealed proposals (each, a “*Proposal*”) from qualified firms (each a “*Respondent*”) for University of Houston Interior Renovation for the College of Liberal Arts and Social Sciences at building #508 (University of Houston Interior Renovation for the College of Liberal Arts and Social Sciences T2 Building #508) (the “*Project*”), located at Central Campus in Houston, Texas.

**1.2 Project Description.** All labor, equipment, materials, and supplies necessary and reasonably inferable to renovate interior building office, classroom and student common areas in accordance with the drawings and specifications prepared by Ziegler Cooper Architects a copy of which is attached hereto and incorporated herein as **EXHIBIT A**.

**1.3 Contract Form.** As further described in Owner’s standard form Owner-Contractor Agreement (the “*Contract Form*”), which is published online at <https://uhsystem.edu/legal-affairs/general-counsel/construction/construction-contracts-and-forms/index.php>.

1.3.1 Respondent that is ultimately awarded the contract (if any) (the “*Contract*”) for the Project (“*Contractor*”) will provide construction services necessary to complete the Project within budget and on schedule. **BY SUBMITTING A PROPOSAL, RESPONDENT IS EXPRESSLY CONSENTING TO THE TERMS, CONDITIONS AND PROVISIONS OF THE CONTRACT FORM.** Any capitalized term used but not defined in this RFP has the meaning ascribed to it in the Contract Form.

1.3.2 Respondent agrees by submission of his proposal to start the work on the date specified in a written “Notice to Proceed” issued by Owner and to complete the Project within **123 days** (the “*Contract Time*”). Respondent agrees that by submission of his proposal to pay the following amounts for each consecutive date that the Project is not fully complete beyond the Contract Time as mutually agreed to liquidated damages and not as a penalty.

Late Completion Day(s)	Per Diem Amount
0-15	\$250
16-30	\$500
30+	\$750

1.3.3 Owner’s Campus Design Guidelines and Standards, including the IT Cabling Standards, are incorporated by reference and may be found at <http://www.uh.edu/facilities-planning-construction/vendor-resources/owners-design-criteria/design-guidelines/>.

**1.4 Schedule.** The following schedule has been established for this RFP:

<b>Post to ESBD</b>	Thursday, January 23, 2025
<b>Pre-Proposal Conference/Site Visit</b>	Thursday, January 30, 2025 @ 3:00 PM CT
<b>Questions Deadline</b>	Monday, February 3, 2025, at 3:00 PM CT
<b>Proposal Deadline</b>	Monday, February 17, 2025, at 3:00 PM CT
<b>HSP Deadline</b>	Monday, February 17, 2025, at 3:00 PM CT
<b>Proposal/Bid Opening</b>	Monday, February 17, 2025, at 3:00 PM CT
<b>Proposals Evaluated</b>	TBD

<b>Interviews</b>	TBD
<b>Award</b>	TBD
<b>Notice to Proceed</b>	July 15, 2025
<b>Substantial Completion</b>	November 15, 2025
<b>Final Completion</b>	December 12, 2025

The University reserves the right to change this schedule at its sole discretion.

The University will be closed the following days:  
<https://www.uh.edu/human-resources/payroll/holiday-schedule>

## 1.5 Access and Parking:

- 1.5.1 Access to the field for construction activities, deliveries, etc. will be from the parking lot adjacent to the site location. Access is subject to coordination with ongoing construction and campus activities.
- 1.5.2 Parking will be available at the Technology Bridge or Garage 5 (Elgin Parking Garage) at the successful Respondent's sole cost and expense. Additional information regarding parking can be found at the following website: <https://www.uh.edu/af-university-services/parking/parking-on-campus/business-parking/>. If other parking arrangements are needed, it must be coordinated in advance through Owner's project manager and approved by Parking and Transportation Services in writing.

## SECTION 2 - GENERAL INFORMATION AND REQUIREMENTS

- 2.1 **Public Information.** Proposals and any other information submitted by Respondent in response to this RFP are the property of Owner. Owner considers all information, documentation and any material submitted in response to this RFP to be non-confidential and/or non-proprietary and therefore subject to public disclosure under the Texas Public Information Act (Texas Government Code § 552.001, et seq.) after a contract is executed. By submitting a Proposal, you release Owner from any liability resulting from Owner's disclosure of such materials.

## 2.2 Historically Underutilized Businesses

- 2.2.1 In accordance with the State of Texas policy of encouraging the use of Historically Underutilized Businesses ("**HUBs**") in state procurement, Owner shall make a good faith effort to utilize HUBs in contracts for construction, goods and services. Owner strives to achieve HUB program goals by contracting directly with HUBs or indirectly through HUB subcontracting opportunities. If the Owner determines that subcontracting is probable under the contract, a HUB Subcontracting Plan ("**HSP**") must be completed by the Respondent and submitted with the Proposal in accordance with Texas Administrative Code (TAC) Title 34, part 1, Chapter 20 Subchapter B Section §20.14. The HSP, if required by this solicitation, will become a provision of any contract that results from this solicitation and the Respondent will utilize the subcontractors indicated in the HSP, unless a revision to the HSP is approved by Owner. The Respondent shall maintain business records documenting compliance with the HSP and shall submit a monthly Progress Assessment Report ("**PAR**") via the University of Houston's Contracts Compliance System, <https://uh.gob2g.com/>. The PAR submission shall be required as a condition for payment.
- 2.2.2 The successful Respondent shall report to Owner the identity and amount paid to each HUB and non-HUB subcontractor to whom the Respondent has awarded a subcontract for labor, supplies, materials and equipment. The subcontractors listed in the PARs should

be the same vendors identified in the HSP during the life of the contract. Complete the PARs Designee Form and submit with the HUB Subcontracting Plan. Information regarding the submission of the HSP required with this solicitation is included in Section 3.4 below.

## 2.3 Communication Restrictions

- 2.3.1 Owner designates the following person as its representative (the “*Point of Contact*”) in connection with this RFP:

Eric Shen  
Purchasing Department  
5000 Gulf Freeway  
Technology Bridge 1, Room 214  
Houston, TX 77204-5015  
[PurchasingFPC@uh.edu](mailto:PurchasingFPC@uh.edu)

- 2.3.2 Respondent shall submit by email any questions which may arise during the preparation of Proposal to the Point of Contact. Until the Contractor is identified and executes a contract for the Project on the Contract Form, all Respondents’ communications with respect to this RFP and/or the Project must be with the Point of Contact and not with any other employee, officer, Regent, agent, representative or contractor of Owner, except as expressly permitted by Section 3.4 below.

## 2.4 Pre-Proposal Conference and Site Visit

- 2.4.1 A **Mandatory** pre-proposal conference and site visit is scheduled Thursday, January 30, 2025 @ 3:00 PM CT at University of Houston, Main Campus, T2 Building #508 4230 Martin Luther King Blvd, Houston, TX 77204, conference room 323. Following the pre-proposal meeting, there will be a tour of the site. Failure to attend the mandatory pre-submittal meeting will result in disqualification.

**Visitor parking is at the Elgin Street Garage, information can be found at <https://uh.edu/parking/parking-on-campus/visitor/>**

- 2.4.2 Each prospective Respondent shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and shall fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the contract. The prospective Respondent should thoroughly examine and familiarize himself with the drawings, specifications, and all other contract documents. The successful Respondent, by the execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, or to visit the site and acquaint himself with the conditions there existing and Owner will be justified in rejecting any claim for extra time, or compensation, or both, based on facts regarding which the successful respondent should have been on notice as a result thereof.

- 2.5 Questions and Clarifications.** All questions and requests for clarification must be submitted in writing, preferably by email, to the Point of Contact by the Questions Deadline, and must reference **RFP730-25009 University of Houston Interior Renovation for the College of Liberal Arts and Social Sciences T2 Building #508**. The Point of Contact will publish all questions and requests for clarification with their respective responses as an addendum, as well as any other addenda to this RFP, at the Electronic State Business Daily website, <https://www.txsmartbuy.gov/esbd> under the project. Copy and paste the link into your browser if you get an error message.

## 2.6 Submission of Proposals

- 2.6.1 Proposals must be in writing and received by the Point of Contact on or before the Proposal Deadline listed in Section 1.4 at the following address:

Eric Shen  
Purchasing Department  
5000 Gulf Freeway  
Technology Bridge 1, Room 214  
Houston, TX 77204-5015  
[PurchasingFPC@uh.edu](mailto:PurchasingFPC@uh.edu)

- 2.6.2 The physical location of the Point of Contact can be identified here:  
<http://www.uh.edu/facilities-services/projects/completed/ERP1/>.

- 2.6.3 Hand-Delivery in person is highly recommended. If a proposal is submitted via courier, the respondent is responsible for coordinating with the courier to make sure that the proposal is delivered during the specified dates and times listed above. There will be a sign in sheet on the main entrance to either knock or call a number in order to be let into Technology Bridge Building 1.

- 2.7 Owner's Reservation of Rights:** Owner makes no representation of any kind that an award will be made as a result of this RFP or for the Project. Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies in Proposal, or reissue this RFP or delete any items/requirements from this RFP when deemed to be in Owner's best interest. Selection of a Proposal, if any, will be made in strict compliance with the requirements of Texas Education Code § 51.783.

- 2.8 Acceptance of Evaluation Methodology.** By submitting its Proposal in response to this RFP, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the "best value" Respondent will require subjective judgments by the Owner.

- 2.9 No Reimbursement of Respondents' Costs.** Owner will not reimburse Respondent for any costs incurred in the preparation, reproduction, or delivery of Proposal or any other material generated or submitted in connection with this RFP.

## **2.10 Insurance Requirements**

2.10.1 The insurance requirements for any contract awarded pursuant to this solicitation are set forth in the Contract Form. For the duration of the agreement, for any renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement, Respondent shall obtain, at its sole expense and at no cost to the Owner, the following coverages and shall maintain such coverage in full force and effect:

2.10.1.1 Commercial General Liability Insurance including operations, contractual liability, and products liability in the combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;

2.10.1.2 Professional Liability or Errors & Omission Insurance (For Professional Services only) of not less than five million dollars (\$5,000,000) per occurrence for professional services i.e., Physician, Lawyer, Architect, Engineer, other "Professional" or a Consultant representing his own firm;

2.10.1.3 Workers' Compensation and Employers Liability Insurance covering all individuals who provide Services pursuant to the agreement at the request of the Respondent, at the statutory limits in effect as of the Effective Date of the Contract and as modified from time to time by the regulatory body or

insurance carrier charged with administering Workers' Compensation for the State of Texas. Employer's Liability in amounts of not less than one million dollars (\$1,000,000) per accident, one million dollars (\$1,000,000) for disease (policy limit), and one million (\$1,000,000) for disease (per person).

2.10.1.4 Commercial Automobile Liability Insurance in the combined single limit of not less than one million dollars (\$1,000,000) or in the event Respondent does not own automobiles, Respondent agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability Policy or a separate Commercial Auto Liability Policy;

2.10.1.5 Pollution Liability in an amount of no less than \$1,000,000. Please refer to Section 14.4 of the Owner-Contractor Agreement.

2.10.1.6 Special form builder's risk or installation floater coverage is required for this project and will be provided by either Respondent or Owner, at Owner's discretion. Please refer to Section 5.2.2.1.5 of the Texas Facilities Commission's Uniform General Conditions which is incorporated by referenced into the Owner-Contractor Agreement.

2.10.1.7 \$10,000,000 in excess/umbrella liability insurance. Please refer to Section 5.2.2.1.6 of the Texas Facilities Commission's Uniform General Conditions which is incorporated by referenced into the Owner-Contractor Agreement.

2.10.2 Owner may require additional insurance coverages and/or limits depending on the nature and scope of the contract.

2.10.3 Providing and maintaining insurance coverage is a material term of this solicitation. Respondent shall provide Certificates of Insurance evidencing the Insurance Requirements no later than ten (10) days prior to the start of work and replacement or renewal certificates no less than thirty (30) days prior to the expiration of any such insurance. Insurance coverages must be written by companies authorized and admitted to do business in the State of Texas and rated A-, VII or better by A.M. Best Company. Respondent shall provide the Owner a full and complete copy of any insurance policy promptly upon request by the Owner, and without charge to the Owner.

2.10.4 Insurance Endorsements. The Owner shall be listed as an Additional Insured on the Commercial Liability and Automobile Liability policies. Additional insured endorsement on the General Liability must be for both ongoing and completed operations. General Liability coverage must not have an exclusion or limitation for third party action over claims. A waiver of subrogation must be granted in favor of the Owner for all policies. Respondent's insurance coverage must be primary and non-contributory for all policies. A 30-day notice of cancellation or material changes must be provided to the Owner for all policies.

2.10.5 Effect of Indemnification Obligations. No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the Respondent in accordance with requirements set forth in the Contract.

2.10.6 No provision, term, or condition in the Contract Form regarding indemnification obligations shall be construed to limit the application of insurance procured by the Respondent in accordance with requirements set forth in the Contract Form.

**2.11 Prevailing Wage Rates.** The successful Respondent shall pay not less than the wage scale of the various classes of labor as shown on the prevailing wage schedule as established by the United

States Department of Labor in accordance with the Davis-Bacon Act, as amended, for Harris County as of the dates proposals are due.

**2.12 Corporate Partnerships and Sponsorships.** Corporate Partnerships provide increased value beyond simple purchasing agreements by leveraging the UH System's consolidated spending power across all campuses, athletic, academic, and research strengths and other marketing assets to develop expanded and coordinated opportunities for both the UH System and its corporate partners. Corporate partners are UH System suppliers and service providers whose affiliations with the UH System may help to expand their markets or create mutually beneficial opportunities. The UH System seeks to develop mutually beneficial opportunities with corporate partners and encourages proposers to explore ways to increase the value of the partnership between the UH System and the corporate partner. Opportunities are listed on the University of Houston Corporate Sponsorship webpage might include:

- Student Talent/ internships
- Community Programming
- Alumni Association Partnerships
- Research and Innovation
- Campus Marketing and Branding
- Athletics

Proposers should submit the University of Houston Corporate Response Form (**EXHIBIT G**) to indicate any areas of interest for additional partnership opportunities and return the completed form with their response to this solicitation, separately from their bid response, to the buyer named in this solicitation. Corporate Response Forms embedded in solicitation responses will be considered non-compliant and the proposer will be provided forty-eight (48) hours to submit a corrected solicitation response and Corporate Response Form.

Proposer interest in additional partnership opportunities will not be disclosed to the solicitation evaluation committee. Proposer interest in additional partnerships will not be utilized in scoring except by the Purchasing Department in the event of a tie between two proposers. Proposer interest in additional partnerships will not be a part of contractual negotiations. The additional partnership interests of the winning proposer will be provided to the appropriate UH System department once the contract resulting from the solicitation is fully executed. That office will assist proposers and awardees with the development and execution of these opportunities.

## **2.13 Compliance with Certain State Contracting Requirements**

**2.13.1 *Anti-Boycott of Israel.*** To the extent applicable, the successful Respondent will be required to certify that that it is not currently engaged in, and agrees for the duration of the contract awarded pursuant to this RFP not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code. **EXHIBIT E**

**2.13.2 *Anti-Boycott of Energy Companies.*** To the extent applicable, the successful Respondent will be required to certify that that it is not currently engaged in, and agrees for the duration of the contract awarded pursuant to this RFP not to engage in, the boycott of energy companies as defined by Section 809.001 of the Texas Government Code. **EXHIBIT E**

**2.13.3 *Anti-Boycott of Firearm Entities or Firearm Trade Associations.*** To the extent applicable, the successful Respondent will be required to certify that that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, or will not discriminate against a firearm entity or firearm trade association for the duration of the contract awarded pursuant to this RFP, as defined by Section 2274.001 of the Texas Government Code. **EXHIBIT E**



2.13.4 *Certification of No Business with Foreign Terrorist Organizations.* For purposes of Section 2252.152 of the Texas Government Code, the successful Respondent will be required to certify that, at the time of the contract awarded pursuant to this RFP neither the successful Respondent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the successful Respondent, is a company listed by the Texas Comptroller of Public Accounts under Sections 2252.153 or 2270.0201 of the Texas Government Code as a company known to have contracts with or provide supplies or to a foreign terrorist organization.

2.13.5 *Certificate of Interested Parties.* If the value of the contract awarded pursuant to this RFP exceeds \$1,000,000, the successful Respondent will be required to it has complied with Section 2252.908 of the Texas Government Code and Part 1 Texas Administrative Code Sections 46.1 through 46.3 as implemented by the Texas Ethics Commission (“TEC”), if applicable, and has provided Owner with a fully executed TEC Form 1295, certified by the TEC and signed and notarized by the successful Respondent.

2.13.6 *Certification of Compliance – Texas Public Information Act Contracts for \$1 Million or more (EXHIBIT F)*

2.13.6.1 If the contract awarded pursuant to this RFP has a value of \$1,000,000 or more, then the successful Respondent shall:

2.13.6.1.1 preserve all “contracting information” as defined in Section 552.003 of the Texas Government Code related to the contract as provided by the records retention requirements applicable to Owner for the duration of the contract;

2.13.6.1.2 provide to Owner any contracting information related to the contract that is in the custody or possession of the successful Respondent on request of Owner no later than 10 business days after receiving such request from Owner; and

2.13.6.1.3 on completion of the contract, either:

2.12.6.1.3.1 provide at no cost to Owner all contracting information related to the contract that is in the custody or possession of the successful Respondent; or

2.12.6.1.3.2 preserve the contracting information related to the contract as provided by the records retention requirements applicable to the University.

2.13.6.1.4 Furthermore, the successful Respondent agrees that the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the successful Respondent agrees that the contract can be terminated if the successful Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

2.13.7 *Additional State Contracting Requirements.* Additional state contracting requirements are set forth in Article 16 of the Contract Form.

2.13.8 *Texas Executive Order No. GA-48 Hardening of the State Government*

Pursuant to Executive Order GA-48, Relating to the hardening of state government, Contractor represents and warrants that it complies with the requirements and Contractor agrees that throughout the term of the contract it shall comply with the GA-48 requirements in the performance

of the contract. Contractor shall notify University of Houston should Contractor become noncompliant. Further, Contractor attests that it, and, if applicable, any of its holding companies or subsidiaries, is not:

- Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- Listed in Section 1260H of the 2021 NDAA; or
- 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
- 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.

### SECTION 3 - SPECIFIC REQUIREMENTS OF REQUEST FOR PROPOSAL

**3.1 Failure to Comply with Requirements.** If Respondent fails to comply with any requirements contained in this RFP, Respondent's Proposal will be considered non-responsive and will be rejected. Below are the specific requirements of the RFP.

#### **3.2 Submission, Content, and Format of Proposals**

3.2.1 Owner will not accept Proposals received after the Proposal Deadline. Owner will not accept email proposals. Owner will not accept proposals that do not conform to the requirements of this RFP regarding the required format and size. Likewise, failure to address all aspects of the Project or the requirements of this RFP in a complete and meaningful way will subject a Proposal to rejection. Proposals that are qualified with conditional clauses, alterations, items not called for in this RFP, or irregularities of any kind are subject to rejection. Unnecessary or extraneous attachments shall NOT be included with Proposals and will not be reviewed, utilized, or considered by Owner.

3.2.2 Each Proposal must be submitted as one (1) package with two (2) individually sealed envelopes inside. The proposal documents, attachments, execution of offer, and any other information must be included in one envelope with a copy on USB. Two (2) copies of the proposal must be included. The completed HUB Subcontracting Plan must be in the second envelope with a copy on USB. One (1) copy of the HSP must be included. Owner prefers simple and economically produced Proposals describing the Respondent's ability to meet the requirements of this RFP in a straightforward, concise manner. In evaluating Proposals, emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and Respondent's understanding and anticipating of the Owner's needs.

3.2.3 The required hard-copy counterparts of the Proposal must be printed on letter-size (8-1/2" x 11") paper assembled with spiral or metal ring bindings and contains a MAXIMUM of THIRTY (30) printed pages (60 single-sided pages total). Each section must be separated with a divider sheet for quick reference. The cover, table of contents, divider sheets, sample documents, incumbency certificate, Bonding Letter, HSP, Execution of Offer and Cost and Delivery Proposal do not count as printed pages. Owner's published manuals may be submitted in their entirety as an attachment or incorporated by reference.

**3.3 Execution of Offer.** Each Proposal must include the completed, fully executed and acknowledged Execution of Offer in form and substance identical to the form attached hereto as **EXHIBIT B**.

**3.4 HUB Subcontracting Plan.** Based on an analysis performed by Owner's Purchasing Department, subcontracting was determined to be probable for this contract. Therefore, a Historically Underutilized Business Plan will be required to be submitted with the Proposal. **EXHIBIT C** contains the HSP form with instructions. **EXHIBIT C** contains the HSP tip sheet. **Return HUB Plans in separate envelopes, USB, sealed, and with the reference number RFP730-25009**

**University of Houston Interior Renovation for the College of Liberal Arts and Social Sciences T2 Building #508** Additionally you may email the HUB Operations Department at [hubdocs@uh.edu](mailto:hubdocs@uh.edu) should you have any additional questions.

3.4.1 The HUB Subcontracting Goal for this project is 21.1%.

3.4.2 The HUB Operations Department offers a courtesy review. Email [hubdocs@uh.edu](mailto:hubdocs@uh.edu) should you request a review. Reviews may take several days and respondents are encouraged to plan accordingly.

**3.5 Bonding Letter.** List your total bonding capacity and available bonding capacity. Attach a letter of intent from a surety to bond the Project in the minimum amounts required by law (the “**Bonding Letter**”) that identifies the Project as “**RFP730-25009 University of Houston Interior Renovation for the College of Liberal Arts and Social Sciences T2 Building #508.**” Any Proposal submitted without a Bonding Letter, with a generic bonding letter, or with a bonding letter that does not satisfy the requirements of this Section 3.5 will be rejected as nonresponsive.

### **3.6 Respondent’s Credentials & Suitability to Contract.**

3.6.1 Please include with the Proposal the following information regarding Respondent:

- 3.6.1.1 Single point of contact, including email address and mobile telephone number
- 3.6.1.2 Respondent’s legal name and certificate of good standing from the Texas Comptroller of Public Accounts as registered with the Texas Secretary of State;
- 3.6.1.3 Address;
- 3.6.1.4 Number of years in business under the current name;
- 3.6.1.5 Type of legal entity (individual, partnership, corporation, joint venture, etc.);
- 3.6.1.6 Number of employees, organized by skill group;
- 3.6.1.7 Provide a copy of Respondent’s financial rating and any documentation (e.g., a Dun and Bradstreet analysis) reflecting Respondent’s current financial stability;
- 3.6.1.8 Provide three (3) consecutive prior years’ audited financial statements certified by a certified public accountant;
- 3.6.1.9 Provide the following information for Respondent for the past five (5) fiscal years:
  - 3.6.1.9.1 Annual number of construction contracts, value and percent change in contracts in Texas and nationally; and
  - 3.6.1.9.2 Annual revenue totals and percent change.
- 3.6.1.10 Provide details of any past litigation that may affect Respondent’s performance under a contract with the Owner for the Project, as well as any pending litigation or claims filed against Respondent;
- 3.6.1.11 Provide details, including name and docket number, of any litigation involving Respondent relating to alleged or adjudicated construction defects. If you have received notice of any construction defect claims against Respondent within twelve (12) months preceding the Proposal, disclose the details as to such claim(s) though no litigation may have as yet have been filed; and
- 3.6.1.12 Explain any relationship (relative, business associate, capital funding agreement, or any other close relationship) between Respondent and any employee, officer or Regent of the University of Houston System (including any component institutions).

## SECTION 4 - SELECTION AND RATING CRITERIA

### 4.1 Evaluation Process.

- 4.1.1 All conforming Proposals will be reviewed and evaluated by Owner's selection committee. While the exact composition of the selection committee is not a matter of public information, the Chair is the Point of Contact. The selection committee may interview short-listed Respondents. Respondents will be notified of the date, time and location of interviews, should they be required.
- 4.1.2 Each Respondent will be represented at its interview, if any, by its proposed project manager and superintendent who will be working directly with Owner's Designated Representative if the contract for the Project were awarded to Respondent.

### 4.2 Rating Criteria. Owner's selection committee will rank Proposals in accordance with the following scale:

Category	Value
Criterion One: Respondent's Cost and Delivery Proposal (Section 4.3)	30%
Criterion Two: Respondent's qualifications and experience with a focus on interior renovations with short durations completed for the University of Houston System (including any component university) or other institutions of higher education type of project (Section 4.4)	20%
Criterion Three: Respondent's qualifications and experience of Proposed Construction Team (Section 4.5)	15%
CRITERION 4: Respondent's construction and execution plan (Section 4.6)	10%
CRITERION 5: Respondent's project planning and scheduling (Section 4.7)	15%
CRITERION 6: Respondent's safety management program (Section 4.8)	10%
<b>Total of Weighted Value</b>	<b>100%</b>

### 4.3 Criterion One: Respondent's credentials and Cost and Delivery Proposal.

- 4.3.1 Submit Cost and Delivery Proposal in the form attached as **EXHIBIT D**.

### 4.4 Criterion Two: Respondent's qualifications and experience with a focus on interior renovations with short durations completed for the University of Houston System (including any component university) or other institutions of higher education type of project

- 4.4.1 List, most relevant first, no more than five (5) construction projects undertaken by Respondent within the last five (5) years that Respondent considers most similar or related to the Project, including for an institution of higher education (including Owner or any component university of Owner) or governmental agency. For each such project identify:
- 4.4.1.1 project name, location, contract delivery method, and description
  - 4.4.1.2 initial estimated construction cost and final construction cost
  - 4.4.1.3 final project size in gross square feet
  - 4.4.1.4 type of construction (new, renovation, or expansion)
  - 4.4.1.5 actual dates of notice to proceed, substantial completion, and final payment
    - 4.4.1.5.1 name of Respondent's project manager (individual responsible to the owner for the overall success of the project)

4.4.1.5.2 name of Respondent's project superintendent (individual responsible for coordinating the day to day work)

4.4.1.5.3 name, address and telephone number of the owner's representative, the architect/engineer and its representative during construction. The owner may contact one or all of the contacts during any part of this process.

4.4.2 length of the business relationship with the owner

#### **4.5 Criterion Three: Respondent's qualifications and experience of Proposed Construction Team**

4.5.1 Identify the two (2) individuals who will serve as project manager and superintendent for the Project and, for each, the percentage of time that he or she will dedicate to the Project during the construction phase. It is assumed that both individuals will be onsite for the full amount of his or her percentage commitment. If the Project manager will be managing other projects during the progress of the Project, identify how many and the nature/scope of projects the project manager will be managing.

4.5.1.1 The identity of the project manager and the superintendent is a matter of great importance to the Owner. Owner reserves the right to terminate a contract for the Project if either or both are replaced or are not the individuals identified by Respondent in Proposal.

4.5.2 Provide the resume of each member of Respondent's team that will be directly involved in the Project (the "*Proposed Construction Team*"). Resumes should identify each member's experience with similar projects, the number of years employed by Respondent, and his or her city of residence. Resumes should be provided for each of the following to the extent he/she is a member of the Proposed Construction Team: project manager, superintendent, assistant project manager(s) and superintendent(s), expeditor(s), project scheduler, quality control inspector(s), safety coordinator/assistant, carpenter foreman, and labor foreman.

4.5.3 Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for the Proposed Construction Team.

#### **4.6 Criterion Four: Respondent's Construction and Execution Plan**

4.6.1 Describe your construction management and execution plan for delivering the construction services required for the Project.

4.6.2 Provide examples of records, reports, monitoring systems, and information management systems you will use on the Project during the Construction Phase.

4.6.3 Sample Documentation: Excerpts of these documents conveying the key features of each may be submitted in lieu of the entire document:

4.6.3.1 Project procedures manual;

4.6.3.2 Project work plan;

4.6.3.3 Safety program;

4.6.3.4 Quality control program;

4.6.3.5 Project schedules; and

4.6.3.6 Meeting minutes, submittal logs/registers, field accounts, RFIs.

4.6.4 Describe what you perceive are the critical construction issues for the Project, including the essential information that you will need from Owner and Project Architect.

- 4.6.5 Describe your approach to coordinating inspections with the Fire Marshal and the Inspections Department of Owner's office of Facilities Planning and Construction, for approval of life safety systems and other standard inspections.

#### 4.7 Criterion Five: Respondent's project planning and scheduling

- 4.7.1 Identify the specific resources (i.e. personnel, hardware, software, etc.) to be used on the Project with respect to Project planning and scheduling.
- 4.7.2 Provide a detailed critical path method milestone schedule in Microsoft Project for the Project using the Project Schedule identified in Section 1.4 and identify the specific critical process, phases, milestones, approvals, and procurements anticipated. Owner will require weekly schedule updates throughout the duration of the Project.
- 4.7.3 Describe your plan for meeting or improving the Project Schedule. If you propose to improve the schedule, describe the impact it may have on the quality of services, materials or workmanship. Describe your understanding of the schedule challenges for the Project, and any impediments to meeting the schedule requirements.

#### 4.8 Criterion Six: Respondent's Safety Management Program

- 4.8.1 Describe your job site safety program for the Project and specific safety policies with which employees, subcontractors and consultants must comply while at the Project site.
- 4.8.2 Identify the proposed safety management team members for the Construction Phase. For each individual, identify his or her previous experience (including job title(s)), expertise, duties, city of residence, and estimated percent of monthly involvement and duration of involvement in the Project. Include all details necessary to demonstrate the credentials required for the Project.
- 4.8.3 Describe the methodology, including any technology or other assets that you intend to use to comply with the Contract Documents, to prevent jobsite incidents, and to limit insurance claims.
- 4.8.4 List each event of serious injury and/or death on a project site controlled by you and describe, for each, the cause and any revisions you have made to your safety

## SECTION 5 – EXHIBITS

The following exhibits are located on the Electronic State Business Daily and hereby incorporated by reference into this RFP:

EXHIBITS	
A	Drawings and Specifications
B	Execution of Offer <b>*Required*</b>
C	HUB Subcontracting Plan and TIPS Sheet <b>*Required*</b>
D	Cost and Delivery Proposal <b>*Required*</b>
E	No Boycott Certifications
F	Texas Public Information Act <b>*Required*</b>
G	Corporate Response Form

Visit (<https://www.txsmartbuy.gov/esbd>). and under "Agency/Texas SmartBuy Member Name", select "University of Houston – 730". Under "Status", select "Posted" and click "search" to get a list of active University of Houston procurements. Copy and paste the link into your browser if you get an error message. Website is best viewed using Chrome.